

Nuclear Projects Agreement

Operating Engineers

October 13, 2015

Article 1.0 Scope

- 1.1 This agreement shall apply only to work performed by the Building Trades Unions (BTU) notwithstanding the current EPSCA (and/or OPG/Bruce Power) Collective Agreements. This agreement shall apply on existing Ontario Power Generation Inc. (OPGI) Nuclear Sites (Pickering, Darlington, Bruce) and Bruce Power LP property.
- 1.2 Unless otherwise altered by this Nuclear Projects Agreement, all Articles in the existing EPSCA collective agreement continue to apply.

Article 2.0 Term

- 2.1 The provisions of this agreement will continue from date of signing of this agreement until December 31, 2032 and may be modified only on the mutual consent of the parties in writing. In the final thirty (30) days of the EPSCA collective agreement, either party has the option to provide written notice that shall terminate this Nuclear Project Agreement. It is understood that such termination may be a bargaining item for future collective agreement renewals.

Article 3.0 No Strike and/or Lockout During the Term of Agreement

- 3.1 There shall be no strike and/or lockout at any of the sites covered by this agreement during the term of this agreement.

Article 4.0 Cooperation between Unions to Minimize Disputes

- 4.1 In recognition of each of the parties entering in this agreement, the "union(s)" agrees not to raid the jurisdiction of any other construction trades on sites covered by this agreement.

Article 5.0 Employment - Hiring and Mobility

5.1 REFERRALS

The name hire ratios set out in the collective agreement shall continue to apply. When workers are required on a Project, the Employer may use the following to fill the requirements:

A) Nuclear Qualified Worker (NQW) Referral *

- i) Submitting an Employment Request to the local hiring hall and the union will refer Nuclear Qualified Workers (NQW) who are members of the appropriate hiring hall.
- ii) If the local union is unable to fill as per 5.1 (A.i) then they will proceed on a fan out (closest first) basis to refer a NQW from outside the Local
- iii) If the local union is unable to fill as per 5.1 (A.ii) then they will proceed on a fan out (closest first) basis to refer a non-NQW who is otherwise a qualified Journeyman or Apprentice (first 2 years of this agreement)
- iv) After the first two (2) years of this agreement, only NQW's will be referred.

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* It is the intent of the parties to encourage and promote the completion of Nuclear Qualified Worker status amongst members of the unions. During the first two (2) years of this agreement, priority will be given to NQW's but referral of NQW's is not a mandatory referral requirement. After the first two (2) years of this agreement the unions will only refer Nuclear Qualified Workers. Within ninety (90) days of the signing of this agreement, the parties shall agree what qualifications apply to a NQW.

5.2 TRANSFERS

The Employer shall notify the Local Union prior to transfers being utilized.

A) Transfer between Employers

Transfer employees already working on a site covered under this agreement between Employers, provided both Employers and the Union agree. This agreement shall not be unreasonably denied in the following circumstances. Such transfers will be limited to: short term work assignments (14 calendar days); or emergent work that may involve specific skill requirements; or radiological dose management.

- 5.3 Notwithstanding the above, should the Employment Request remain unfilled after seven (7) days the Employer may use any other means to hire qualified labour. All workers hired on this basis shall become members of the appropriate Union within seven (7) days of their first day of employment.

Article 6.0 Bumping and Lay-off – Removed (default to collective agreement)

Article 7.0 Reporting Location

- 7.1 The Employer will designate the reporting location(s) according to the nature and location of the work.
- 7.2 All employees will report to the reporting location point at their scheduled start time.
- 7.3 It is understood that the reporting location and pre-job location are normally one and the same. For clarity purposes, the pre-use inspection will not be performed prior to the pre-job.

Article 8.0 Breaks

- 8.1 The Employer will designate break areas, at or immediately adjacent to the workplace and schedule rest and lunch periods as safe and efficient work scheduling dictates.

Unless within the immediate vicinity of break areas, there will be instances when a designated break area will not allow for consumption of food and/or beverages. Water will be provided in designated break areas. This does not apply to lunch or meal periods.

Article 9.0 Project Committee

- 9.1 Subject to the Union's written consent on the terms of reference for the Project Committee, the parties agree as follows:

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- a) The parties agree that a Project Committee will be formed for each project site covered under this agreement
- b) The parties will determine the representation, dispute resolution mechanisms and terms of reference for each Project Committee covered under this agreement within 90 days of signing this agreement.
- c) This Project Committee will deal with disputes and issues in an expeditious manner that have not been resolved through the Grievance procedure.
- d) All disputes will be referred to the Project Committee prior to referral to the Ontario Labour Relations Board. If the dispute is not resolved within fifteen (15) days of being referred to the Project Committee (or unless otherwise mutually agreed to), the matter can be referred to the Ontario Labour Relations Board. For disputes referred to the Project Committee, Grievance Procedure time limits shall be held in abeyance until dispositioned by the Project Committee.
- e) The Project Committee shall not deal with issues and disputes that are intended to be dealt with under the Joint Health and Safety Committee (JHSC).

NOTE: EPSCA agrees that the Union shall have a Representative on the above Project Committee.

Article 12.0 Radiation Protection

- 12.1 The parties recognize that a trained pool of "green qualified" members (Construction Radiation Protection Coordinators "RPC's") is critical to project success. The parties will meet annually to review, discuss, and identify potential shortfalls and actions to ensure an adequate supply of qualified labour. The parties agree to work together to provide and maintain training opportunities that are aligned with Project needs.
- 12.2 RPC is a "qualification" and not a "trade function" irrespective of union or trade affiliation. While no union has jurisdiction over this role, the employer will undertake to employ RPC's in general proportion to the craft jurisdiction of the Project in question.
- 12.3 At the annual meeting referenced in 12.1 above OPGI, Bruce Power and the Employers will provide information regarding projected craft requirements (based on established jurisdiction) together with estimated numbers of supporting RPAs. The required training will occur in time so that qualified BTU RPAs will be available in time to support upcoming Projects.

Article 13.0 First Nations Commitment

- 13.1 In addition to the Aboriginal Content provisions in the collective agreement, the Parties agree to work together proactively towards removing barriers that hinder appropriate participation of First Nations peoples in the BTU workforce on sites covered by this agreement.

Article 14.0 Code of Conduct

NOTE: This is subject to the Union's review of the Code of Conduct.

- 14.1 The Parties agree that a Code of Conduct is in the best interests of all stakeholders to ensure efficient, productive projects. They also agree that failure to adhere strictly to all Code of Conduct provisions is grounds for serious disciplinary action, up to and including dismissal and/or removal

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from the Project. All Employees working under this agreement will be required to follow and adhere to the OPGI or Bruce Power LP Code of Conduct.

Article 16.0 Socially Progressive Programs

- 16.1 The parties agree to promote other socially progressive programs (e.g., Helmets to Hardhats or other programs agreed to by the parties. These programs may vary on a trade-by-trade basis.

Article 17.0 Protective Clothing and Equipment (OPG Only)

- 17.1 In accordance with Article 27 of the collective agreement, employees will be provided with Radiological Personal Protective Equipment (RPPE) as required for radiological work in accordance with OPG RPPE procedures. OPG will provide the union with copies of their current RPPE procedures. For clarity, Blues coveralls are not RPPE.
- 17.2 OPG commits to meet with the Operating Engineers to review OPG's RPPE procedures.

Letter of Understanding Nuclear Qualified Worker (NQW)/Training

The parties recognize that a pool of trained members will benefit all parties to this agreement, the industry and the public at large by making the Nuclear industry more competitive.

The parties recognize that to ensure an adequate supply of members for available employment opportunities that it will be necessary to provide and maintain training and upgrading opportunities that are aligned with the needs of the industry, the Employer and the members.

The parties recognize that individual Employers have training standards that are required for all workers coming to work at their facilities and that these can be identified. It is understood that it is the desire of the parties to track the training records of the members and work towards providing trained members to the workplace.

The parties recognize that to maintain the skills necessary to keep pace with changes in the industry (technology and work methods) that it will be necessary to work together to identify these changes and to develop the training and upgrading needed to ensure that the members have the skills and qualifications to participate in the workplace.

The parties agree to participate in a training process for unemployed members as follows:

When it is determined that a requirement can be foreseen for members with particular skills or qualifications, the Union will provide the instructors and facilities for Nuclear Qualified Workers (NQW) and the members, on their own time, will attend such training courses to acquire such skills and/or qualifications.

Principles to Govern Initial Start Up

The parties will meet within thirty (30) days of signing of this agreement to develop a joint training committee that will:

- Establish training standards for NQW.

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- Work towards a broader referral application on the agreed upon training.
- Develop and implement a standard Nuclear Qualification.
- Work towards getting approval of payment of Employment Insurance (EI) during the delivery of this training.
- Work towards a delivery system that can accommodate the members in their home area (e.g., Computer-Based Training).
- Establish training standards and equivalencies.
- Establishment and maintenance of ongoing qualifications and related issues.
- The parties will explore the inclusion of the Security Clearance process as a part of the NQW.

The Employer will notify the union of work requests in advance to allow members that do not have the required training to attend.

The parties agree that these courses will be set up and delivered at an appropriate location.

The Employer agrees that all current employees as of the date of ratification will be paid their applicable rate for all required upgrading and training as a result of the implementation of the NQW.

The Employer agrees to pay for all incremental costs that are incurred by the Union as a result of implementing the NQW.

Letter of Understanding 1992 Darlington Settlement on Blues

Effective date of signing of this agreement, the Memorandum of Settlement dated January 12, 1993 is no longer in effect.

Agreement is subject to the elimination of the Memorandum of Settlement in the majority of all other Nuclear Project Agreements.

The parties agree to set up a working committee of 3 Operating Engineer appointed members and 3 EPSCA appointed members to develop the language to integrate this NPA as an appendix to their collective agreement.

This NPA shall be added as an appendix to the current collective agreement and each renewal collective agreement occurring during the term of this NPA (unless terminated in accordance with Article 2.0 Term), and shall remain in force and enforceable until December 31, 2032, notwithstanding the status (enforceability) of any collective agreement to which it may be appended.

Dated: October 13, 2015


Electrical Power Systems Construction Association


International Union of Operating Engineers