

# **PRINCIPAL AGREEMENT**

**between**

**Electrical Power Systems Construction Association  
(hereinafter called “EPSCA”)**

**and**

**Ontario Provincial Conference of the International Union of  
Bricklayers and Allied Craft Workers (Tile and Terrazzo)  
 (“OPC of the IUBAC and the IUBAC and/or UNION”)  
(hereinafter called the “Union”)**

**May 1, 2015 – April 30, 2020**

# EPSCA /OPC OF THE IUBAC AND THE IUBAC AND/OR UNION COLLECTIVE AGREEMENT

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# **COLLECTIVE AGREEMENT**

**by and between**

**Electrical Power Construction Association**

**(hereinafter called "EPSCA" )**

**and**

**Ontario Provincial Conference of the International Union of Bricklayers and Allied  
Craftworkers (OPC of the IUBAC) (Tile and Terrazzo)**

**(hereinafter called "the Union")**

WHEREAS it is the desire of the parties to conclude an agreement with a new concept designed to bring stability, harmony, and an effective method to amicably resolve problems in the electrical power systems sector of the construction industry, in the Province of Ontario;

NOW THEREFORE the parties hereby agree as follows:

## **Article 1**

### **RECOGNITION**

1.1 EPSCA recognizes the Union as the exclusive bargaining agency for a bargaining unit comprising employees as defined in Article 1.4 and foremen as defined in Article 1.4 engaged in all construction industry work\* performed in the Province of Ontario on Ontario Power Generation Inc. (OPGI), Bruce Power LP and Hydro One property for the bulk power system, save and except the building of commercial type office facilities at urban locations remote from operating facilities.

\*For the purpose of clarity, the bulk power system comprises generating stations, hydraulic works, heavy water facilities, transmission lines (voltages over 50 kV), transmission stations, microwave and repeater stations.

1.2 The term 'employee' shall include all employees of EPSCA and/or the Employer in the classifications set out in 1.3 below:

1.3 The following is a list of classifications covered by this Agreement:

Working Foreman

Terrazzo and Tile Mechanic  
Marble Mason  
Terrazzo Helper  
Tile Helper  
Marble Tile Helper  
Terrazzo Floor Machine Operator  
Base Machine Operator

A Cement Mason classification is recognized in the geographical areas of Local 10- Kingston and Local 28 – Sudbury as permitted in the agreement made between the B.M. & P.I.U. of America and the O.P. & C.F.I.A. on February 17, 1911 (recorded in the Plan for the Settlement of Jurisdiction in the Construction Industry, 1974)

- 1.4 The classifications referred to in Section 1.3 do not establish craft jurisdiction. Such jurisdiction is established in Section 10.1.
- 1.5 EPSCA and the Union agree the use of nomenclature is meant to refer to both genders.
- 1.6 The term "Local Union" in this Agreement refers to local unions identified by the Union as having specific territorial jurisdiction under this Agreement.

## **Article 2**

### **TERM OF AGREEMENT**

- 2.1 This Agreement shall continue in full force and effect from May 1, 2015 until April 30, 2020 inclusive, and thereafter it shall be considered automatically renewed for successive periods of two (2) years unless, not more than 120 days and not less than sixty (60) days prior to the end of any two (2) year period, either party serves written notice upon the other that it desires termination, revision or modification of any provision or provisions of this Agreement

## **Article 3**

### **MANAGEMENT RIGHTS**

- 3.1 OPC of the IUBAC and the IUBAC and/or union agrees and acknowledges that EPSCA has the exclusive right to manage the business and to exercise such right without restrictions save and except as such prerogatives of management may be specifically modified by the terms and conditions of this Agreement.
- 3.2 Without restricting the generality of the foregoing section, it is the exclusive function of EPSCA and/or the Employer:

- (a) to hire, direct, promote, demote, lay off, transfer, discipline and discharge any employee and to increase and decrease working forces, provided that a claim that an employee has been discharged or disciplined without cause may be the subject of a grievance and dealt with, as herein provided;
- (b) to determine the materials to be used, design of the products to be handled, the facilities and equipment required, scheduling of work and location of equipment.

#### **Article 4**

##### **SAFETY**

- 4.1 It is mutually agreed by both EPSCA and/or the Employer and OPC of the IUBAC and the IUBAC and/or Union that they shall comply with The Occupational Health and Safety Act and Regulations for Construction Projects and as amended from time to time.
- 4.2 Mason lines, paper cups and potable drinking water shall be supplied to the employees, from a clean covered container having a drain faucet, and an adequate supply of potable drinking water and paper cups shall be readily accessible for the workmen at all times. All such cups shall be deposited in receptacles, as provided.

EPSCA and/or the Employer agrees to supply all special tools and equipment which are not normally contained in the tool kits of the employees covered by this Agreement.

#### **Article 5**

##### **APPRENTICES**

- 5.1 EPSCA and/or the Employer and OPC of the IUBAC and the IUBAC and/or Union mutually agree that, in the best interests of the Industry, Apprentices ought to be hired and properly trained, and further agree that a provincial training trust fund shall be established immediately.
- 5.2 Indentured Apprentices must be registered with the Industrial Training Branch, Ministry of Colleges and Universities.

- 5.3 The minimum rate for Apprentices and Improvers shall be:
- 50% of a Journeyman's rate for the first period
  - 65% of a Journeyman's rate for the second period
  - 80% of a Journeyman's rate for the third period
  - 90% of a Journeyman's rate for the fourth period.
- 5.4 For the purpose of continued employment Apprentices or Improvers may be transferred to any Local of the Union, providing that the Local Union in which the Apprentice is to work does not have any Apprentices or Improvers available for employment.
- 5.5 The ratio of Apprentices or Improvers to be applicable to any one project shall be one (1) Apprentice or Improver for the first Journeyman employed plus an additional Apprentice or Improver for each additional five (5) Journeymen employed; said Apprentices or Improvers will be registered with the Union and will be paid a rate of wages not less than stated above.
- 5.6 EPSCA and/or the Employer's participation in wages while the Apprentice is attending trade school shall be a minimum of twenty-five dollars (\$25.00) per week. However, an Apprentice shall apply and if eligible to receive EI benefits, this provision shall not be applicable when such benefits commence.

## **Article 6**

### **RECOGNIZED HOLIDAYS**

- 6.1 The Holidays recognized under this Agreement are:
- |                |                  |
|----------------|------------------|
| New Year's Day | Civic Holiday    |
| Family Day     | Labour Day       |
| Good Friday    | Thanksgiving Day |
| Easter Monday  | Christmas Day    |
| Victoria Day   | Boxing Day       |
| Canada Day     |                  |
- 6.2 EPSCA and/or the Employer reserves the right to change the day of observance of a recognized holiday when such holiday falls on a Tuesday or Thursday.
- 6.3 Recognized holidays falling on a Saturday or Sunday shall be observed on the following Monday. When Christmas Day falls on a Saturday or Sunday, it shall be observed on the following Monday and Boxing Day on the following Tuesday. When New Year's Day falls on a Saturday or Sunday, it shall be observed on either the preceding Friday or the following Monday.

- 6.4 EPSCA reserves the right to change the day of observance of a recognized holiday when such holiday falls on a Tuesday, Wednesday (Canada Day only) or Thursday.

## **Article 7**

### **ACCREDITED UNION REPRESENTATIVES**

- 7.1 OPC of the IUBAC and the IUBAC and/or Union will designate local union representatives as Accredited Union Representatives to handle the day-to-day administration of this Agreement. OPC of the IUBAC and the IUBAC and/or Union will notify EPSCA and/or the Employer in writing of the names of such Union representatives, or alternates in the event of illness or unavailability, so that they may be issued identification cards to permit entry to the site. Such representatives, after identifying themselves to EPSCA and/or the Employer upon entering the job site, will be free to observe the progress and conduct of the work and to conduct normal union business. OPC of the IUBAC and the IUBAC and/or Union undertakes that these representatives will not hinder or interfere in any way with the said work.

## **Article 8**

### **UNION STEWARDS**

- 8.1 Accredited Union Representatives shall inform EPSCA and/or the Employer of the steward, in writing, of the names of all stewards, one of whom shall be designated Chief Steward, as they are appointed and when they cease to act as stewards. A steward shall obtain permission from his immediate supervisor before leaving his work area for union business. Such permission shall not be unreasonably denied.  
Only in situations where an accredited Union Representative is unable to attend pre-job and/or mark-up meetings, may the Chief Steward be designated and attend, as part of the Chief Steward's duties, on behalf of the accredited union representative.
- 8.2 OPC of the IUBAC and the IUBAC and/or Union shall receive written notice before the employment of a steward is terminated and provided the steward is able to perform the work required, he will be one of the last 2 employees to be retained in a layoff/standoff situation.  
  
Should the work resume, he shall be one of the first employees recalled.
- 8.3 The chief steward will be informed of all scheduled overtime. Where practical, a steward shall be given the first opportunity to work the overtime providing he is qualified to perform the work.

8.4 No foreman or subforeman shall be permitted to act as a steward.

## Article 9

### WORK ASSIGNMENT

9.1 EPSCA and/or the Employer recognizes the traditional work jurisdiction of the union and when making assignments agrees to assign in accordance with this.

- 9.2
- (a) A markup process will be utilized when EPSCA and/or the Employer intends to perform work on a project site\*. The purpose of this markup process is to indicate to OPC of the IUBAC and the IUBAC and/or Union the work which is planned to be carried out by EPSCA and/or the Employer in order to minimize the potential for jurisdictional disputes.
  - (b) When work is to be performed on a project site and it meets the following criteria: same employer, same work, same project site, the markup process will not be required. This procedure shall not preclude OPC of the IUBAC and the IUBAC and/or Union's right to contest previously disputed work.
  - (c) When EPSCA and/or the Employer has work that is less than a 3 week duration and there are ten (10) or fewer employees employed on this specific work, OPC of the IUBAC and the IUBAC and/or Union will be notified of the scope of work and EPSCA and/or the Employer's proposed work assignments. OPC of the IUBAC and the IUBAC and/or Union will have two (2) weeks from the date of notification to submit jurisdictional claims and supporting evidence to EPSCA and/or the Employer for consideration. EPSCA and/or the Employer will notify OPC of the IUBAC and the IUBAC and/or Union of the final work assignments prior to the commencement of the work.
  - (d) All work that does not meet the criteria set out in clauses 10.2(b) or 10.2(c) will be reviewed and assigned at a markup meeting.
  - (e) EPSCA and/or the Employer will provide written notice to OPC of the IUBAC and the IUBAC and/or Union as far in advance as possible of markup meetings. The Union may attend these markup meetings, and every effort will be made to settle questions of jurisdiction before the work is expected to commence.

\* ***For the purposes of this Article, Nanticoke, Lambton, Lakeview/Hearn, Pickering, Darlington and the 5 Electricity Production Zones are each considered individual project sites.***

- (f) EPSCA and/or the Employer shall make a proposed assignment of the work involved. EPSCA and/or the Employer shall be responsible for



providing copies of proposed assignments to those attending the markup meeting. EPSCA and/or the Employer will specify a reasonable time limit for OPC of the IUBAC and the IUBAC and/or Union to submit evidence of their claims. EPSCA and/or the Employer will evaluate all evidence submitted and make a final assignment of the work involved. EPSCA and/or the Employer will advise OPC of the IUBAC and the IUBAC and/or Union of the final assignments prior to the work commencing.

- (g) EPSCA and/or the Employer will record the proposed assignments and jurisdictional claims and forward a copy of them within fifteen (15) working days to OPC of the IUBAC and the IUBAC and/or Union.
- (h) The parties recognize that circumstances may arise, particularly with discovery and emergency work, where the process set out above may not be practical or possible, however reasonable effort will be made by EPSCA and/or the Employer to adhere to the appropriate trade jurisdiction.

## **Article 10**

### **JURISDICTIONAL DISPUTES**

- 10.1 In the event that a jurisdictional dispute arises over a work assignment, such assignments will remain in effect until the dispute is resolved, if necessary, by the Ontario Labour Relations Board, and will not interfere in any way with the progress of the work.
- 10.2 In the event the Union elects to pursue or respond to the Jurisdictional Dispute, the Board pursuant to the Act is not authorized to award damages in respect of a mis-assignment of work only in circumstances where the other union(s) involved in the proceedings is (are) equally restricted in their ability to claim for damages. However, this paragraph shall not apply when the Jurisdictional Dispute and the mis-assignment of work results from a bad faith assignment on the same work that was previously the subject of a Jurisdictional Dispute before the OLRB.
- 10.3 EPSCA and/or the Employer shall have direct recourse to the Ontario Labour Relations Board when the Board has under its consideration a dispute involving the assignment of work being done by employees covered by this agreement.
- 10.4 Assignments made with respect to critical path or emergent work will not be subject to jurisdictional disputes and will not be precedent setting.

## Article 11

### EMPLOYMENT AND UNION SECURITY

- 11.1 An office will be established by EPSCA and/or the Employer for each Project. A purpose of this office will be to coordinate employment, as specified in this Article.
- 11.2 EPSCA and/or the Employer and OPC of the IUBAC and the IUBAC and/or Union will exchange the names of their representatives in each areas. These individuals will be responsible for cooperating in the referral and employment of reliable and competent union members.
- 11.3 The employment of tradesmen, apprentices and improvers shall be carried out on the following basis and sequence:
- (a) EPSCA and/or the Employer agrees to first hire members of the Local Union on projects within the territorial area of the Local Union. The Employer shall hire through the Local Union office 100% of all Bricklayers, Masons and Plasterers who are members of the Union as long as the Local Union is able to supply members in sufficient numbers to take care of the needs of the Employer. 50% of this number may be name requests. This ratio shall be maintained at all times. It is agreed that the Employer may transfer members from one job to another within the territorial jurisdiction of the Local Union, but not from one sector to another. It is agreed that all members must produce a referral slip signed by the Business Representative before being hired or starting work.
  - (b) This also applies to the out-of-town men coming to work within the jurisdiction of the Local Union and no other means of hiring will be allowed. All employees in the employ of EPSCA and/or the Employer shall be members in good standing as long as they are employed by EPSCA and/or the Employer. It is agreed that the Union will give preference to EPSCA and/or the Employer in the employment of its union members and EPSCA and/or the Employer agrees to first hire and to employ Local Union members.
  - (c) Should EPSCA and/or the Employer's requirements still not be complied with, it shall have the right to hire employees from other sources, providing such employees make application to become members of OPC of the IUBAC and the IUBAC and/or Union prior to commencement of work.
- 11.4 Union Membership

As a condition of employment, all employees and working foremen covered by this Agreement shall either be members of, or will apply for membership in,

the Union and, with respect to initiation fees and dues, will maintain such membership in good standing.

- 11.5 EPSCA and/or the Employer shall deduct union dues from each employee's and working foreman's wages. Such dues shall be deducted monthly and forwarded to the designated officials of the Union on or before the 15th day of the month following the month in which the deductions are made. The Union will indemnify EPSCA and/or the Employer for any liability arising from the deduction of union dues.

Wage schedule, dues and remittance changes are to be provided in writing to EPSCA and/or the Employer and changes shall only take place during the months of April and November of each calendar year. The effective date of such changed wage schedules, dues and remittances shall be within 30 days of change notice. All remittances will be in cents per hour worked.

The first year and the fourth year of the collective agreement will not necessarily be April and November. They will be upon signing of the collective agreements.

## **Article 12**

### **PAY PROCEDURE**

#### **12.1 NORMAL**

Employees shall be paid weekly and payment for any given week will be made not later than the sixth working day after the close of the payroll period, but in any event not later than Thursday of the following week. Any employee failing to receive his pay on his regular payday shall give notice to his Employer or his representative. If the Employer does not make payment of wages before twelve-noon on the following working day, the Employer shall pay two (2) hours' pay at the applicable straight time hourly rate in addition to his wages to the employee.

- (a) Wages shall be paid by EPSCA and/or the Employer on the job site, before quitting time, in cash, cheque or by direct deposit, payable at par in the locality of the job site. Accompanying each payment of wages shall be a statement, in writing, which can be retained by the employee, setting forth:
- (i) the period of time or the work for which the wages are being paid;
  - (ii) the rate of wages to which the employee is entitled;
  - (iii) the amount of wages to which the employee is entitled;

- (iv) the amount of each deduction from the wages of the employee and the purpose for which each deduction is made;
  - (v) any allowance or other payment to which the employee is entitled;
  - (vi) the amount of vacation pay for which the employee is being credited;
  - (vii) the amount of statutory holiday pay for which the employee is being credited; and
  - (viii) the net amount of money being paid to the employee.
- (b) In cases of inclement weather being declared on payday, employees will receive their pay before leaving the site provided it is available on the site.
  - (c) The parties agree to direct deposit for direct hire employees of EPSCA and/or the Employer. An employer will provide assistance to employees who require assistance obtaining bank accounts. Employers other than EPSCA and/or the Employer may implement direct deposit with employee consent.
  - (d) The employer may implement direct deposit. The employer will provide assistance to employees who require assistance obtaining bank accounts.

## 12.2 ON TERMINATION

- (a) An employee who voluntarily terminates his employment will be provided his final pay on the next regular payday.
- (b) Employees who do not receive their pay per (a) above shall receive two (2) hours' pay at the regular hourly rate for each working day or designated shift until such time as EPSCA and/or the Employer mails the employee's pay by registered or certified mail. The days for which the allowance of two (2) hours is paid shall not include the day on which the employee's pay was mailed.
- (c) An employee who is discharged shall be provided with his final pay immediately if EPSCA and/or the Employer's pay facilities are on site or as per 12.2(b) if EPSCA and/or the Employer's pay facilities are not on site.
- (d) Employers will provide one hour's notice of layoff or one hour's pay in lieu of notice to employees who are to be laid off.

When possible, the Employer shall notify OPC of the IUBAC and the IUBAC and/or Union three (3) days prior to layoff.

- (e) When an employee is laid off, he will be paid for a reasonable amount of time by the Employer if he is required to travel or wait unduly before he receives his final pay.
- (f) In established cases of long-term sickness, compensable accident or jury duty, an employee will be maintained on EPSCA and/or the Employer's payroll until normal date of layoff.
- (g) The Employer will provide a Record of Employment (ROE) in the employee's final pay or will send the ROE information electronically to Service Canada within the timelines specified by the relevant legislation.

### **Article 13**

#### **REPORTING PAY**

##### **REPORTING PAY ON 8 HOUR AND 10 HOUR SHIFTS**

- 13.1 An employee who reports for work, unless directed not to report the previous day by his Employer, shall receive a minimum of a half shifts pay (4 hours or 5 hours) at the applicable rate when he reports for work, but is given no opportunity to work because none is available. This allowance will be paid to an employee if he is requested to report for any part of the first half of a shift and an additional half shifts pay (4 hours or 5 hours) will also be paid if he is requested to report for work for any part of the second half of the same shift. It is not intended by this Section that an employee receive a reporting pay allowance greater than his pay for normal daily hours.
- 13.2 An employee in receipt of reporting pay shall also receive travel or board allowance, if applicable.
- 13.3 Notwithstanding that work is available and an employee is able to commence or continue work, the Employer may shut down a job to avoid the possible loss of human life because of an emergency situation such as H2S leaks, bomb threats, fire, etc., that could endanger the life and safety of an employee. In such cases, employees will be compensated only for the actual time worked.

## Article 14

### DAILY TRAVEL ALLOWANCE AND ROOM AND BOARD

#### DAILY TRAVEL ALLOWANCE

- 14.1 The daily travel allowance will be paid by EPSCA and/or the Employer to employees who are not receiving room and board as referred to in Section 16.2, on the following basis:
- (a) If an employee lives within forty (40) radius kilometers\* of the project, no travel allowance will be paid.
  - (b) If an employee lives within 40 to 56 radius kilometers of the project, he shall receive \$27.12 per day travel allowance effective August 14, 2015 (\$27.39 effective May 1, 2016, \$27.66 effective May 1, 2017, \$27.94 effective May 1, 2018, \$28.22 effective May 1, 2019) for each day worked or reported for.
  - (c) If an employee lives within 56 to 80 radius kilometers of the project, he shall receive \$31.44 per day travel allowance effective August 14, 2015 (\$31.76 effective May 1, 2016, \$32.07 effective May 1, 2017, \$32.39 effective May 1, 2018, \$32.72 effective May 1, 2019) for each day worked or reported for.
  - (d) If an employee lives within 80 to 97 radius kilometers of the project, he shall receive \$36.05 per day travel allowance effective August 14, 2015 (\$36.41 effective May 1, 2016, \$36.77 effective May 1, 2017, \$37.14 effective May 1, 2018, \$37.51 effective May 1, 2019) for each day worked or reported for.
  - (e) If an employee lives greater than 97 radius kilometers from the project and does not qualify for subsistence allowance under Section 14.2 below, he will receive \$41.67 per day travel allowance effective August 14, 2015 (\$42.09 effective May 1, 2016, \$42.51 effective May 1, 2017, \$42.94 effective May 1, 2018, \$43.36 effective May 1, 2019) provided he continues to travel greater than 97 radius kilometers for each day worked or reported for.
  - (f) Employees using company vehicles are not entitled to daily travel

When an employee is directed to report to a location that involves travelling around a natural barrier, the distance around the natural barrier shall be the shortest distance measured by a series of straight lines. The sum of the distances of these straight lines shall be applied to the ring concept to establish the employee's travel allowance entitlement.

A natural barrier is defined as any obstruction or impediment which creates an unreasonable relationship between the radius kilometers and actual kilometers travelled.

**\* For the purpose of this Article, "radius kilometers" shall be measured from the centre of the turbine hall on each project.**

## ROOM AND BOARD

14.2 The following conditions will apply for employees whose regular residence\* is more than 97 radius kilometers from the project:

(a) EPSCA and/or the Employer may supply either:

- (i) Room and board in camp or a good standard of board and lodging within a reasonable distance of a project; or
- (ii) a subsistence allowance;

subject to Sections 14.2(b), (c), (d) and (e) below.

(b) An employee may exercise his option not to stay in a camp or accept room and board. An employee who exercises this option and qualifies for subsistence allowance shall receive a subsistence allowance of \$83.37 per day effective August 14, 2015 (\$85.04 effective May 1, 2016, \$86.74 effective May 1, 2017, \$88.48 effective May 1, 2018, \$90.25 effective May 1, 2019) for each day worked or reported for when employed at a location south of the French River and \$102.20 per day effective August 14, 2015 (\$104.25 effective May 1, 2016, \$106.33 effective May 1, 2017, \$108.46 effective May 1, 2018, \$110.63 effective May 1, 2019) for each day worked or reported for when employed at a location north of the French River subject to Sections 14.2(c), 14.2(d), and 14.2 (e) below.

(c) To qualify for subsistence allowance an employee must maintain temporary accommodation at or near a project. Employees who travel daily to locations beyond 97 radius kilometers from the project will be entitled \$50.53 per day effective August 14, 2015 (\$51.54 effective May 1, 2016, \$52.57 effective May 1, 2017, \$53.62 effective May 1, 2018, \$54.70 effective May 1, 2019) worked or reported for.

(d) An employee employed at the Pickering or Darlington Project who qualifies for a subsistence allowance as provided for above shall receive a subsistence allowance of \$66.61 per day effective August 14, 2015 (\$67.94 effective May 1, 2016, \$69.30 effective May 1, 2017,

\$70.68 effective May 1, 2018, \$72.10 effective May 1, 2019) worked or reported for.

- (e) If a journeyman does not qualify for Room and Board under Article 14.2, and lives greater than 97 radius kilometers from the project, he or she shall receive daily travel as per the rates in Article 14.1(f)

\* ***An employee's 'regular residence' is:***

- 1. The place where the employee maintains a self-contained, domestic establishment (a dwelling house, apartment or similar place of residence where a person generally eats and sleeps and for which he can show proof of financial commitment). This is in contrast to a boarding house facility which is not self-contained; and***
- 2. The employee normally resides in the residence except for those periods of time when, because of the location of the work, the employee is forced to obtain temporary accommodation at that work location.***

14.3 An employee shall not qualify for daily travel allowance or room and board allowance as provided for in Sections 14.1 and 14.2 above when such employee reports for work but does not remain at work for his scheduled daily hours unless excused by an authorized representative of his Employer.

14.4 An employee who maintained a regular residence within the geographic area for the purposes of employment and who relocates outside the geographic area will not be entitled to an increase in travel or room and board allowance entitlement as a result of this relocation.

14.5 OPC of the IUBAC and the IUBAC and/or Union recognizes EPSCA and/or the Employer's right to charge for board and other existing services. EPSCA and/or the Employer fixes the charge for board and other existing services in camps at \$25.00 per day. This will be applied on the following basis:

- (a) An employee who remains in camp on a normally scheduled work day on which he does not work will be charged \$25.00 per day, unless he is excused from work for a legitimate reason by the project medical attendant or an authorized representative of his Employer.
- (b) An employee who is absent from work on Friday without approval and who remains in camp and who is still absent from work on the following Monday without approval will be charged for room and board for Friday, Saturday, Sunday and Monday.



- (f) An employee who is absent from work without approval on Friday but who works the following Monday will be charged for the day of absence and will not be charged for Saturday and Sunday.
- (g) An employee who works the Friday and is absent from work without approval on the following Monday will be charged for the day of absence and will not be charged for Saturday and Sunday.

\* ***An employee's 'regular residence' is:***

- 1. The place where the employee maintains a self-contained, domestic establishment (a dwelling house, apartment or similar place of residence where a person generally eats and sleeps and for which he can show proof of financial commitment). This is in contrast to a boarding house facility which is not self-contained; and***
- 2. The employee normally resides in the residence except for those periods of time when, because of the location of the work, the employee is forced to obtain temporary accommodation at that work location.***
- 3. For metro areas (Toronto and Hamilton) the calculation of distance shall be from the employee's regular residence.***
- 4. For all other areas, the calculation of distance shall be based on the location of the city or town hall of the municipality where an employee maintains a self-contained domestic establishment described above. In those municipalities where a city or town hall does not exist, then the post office serving his regular residence will apply.***

14.6 All applications for travel allowance and room and board must be complete and filed with the Employer during the course of employment. The Employer will not be responsible for any application filed after an employee had been laid off, has quit or has been terminated.

14.7 All distances for the purposes of Article 14 will be determined by electronic means.

## **Article 15**

### **OVERTIME**

15.1 Work performed in excess of regular hours of work Monday to Friday shall be paid at the rate of one and one-half (1-1/2) times the basic wage rate as defined in Article 25 - Wages for the first two (2) hours worked. Work performed in excess

of the first two (2) hours shall be paid at the rate of two (2) times the basic wage rate, as defined in Article 25 - Wages.

- 15.2 Work performed on Saturdays, Sundays and Holidays recognized under this Agreement, shall be paid at two (2) times the basic wage rate, as defined in Article 26 - Wages.
- 15.3 All employees shall cooperate with the Employer in performing overtime work when such is reasonably required.
- 15.4 Wherever practical, the Chief Steward will be informed of all overtime.
- 15.5 The Union and Employer have a mutual interest in reducing unauthorized absenteeism. At the Employer's discretion, an unapproved absence of the Employee may disentitle the Employee to overtime opportunities. The application of the Employer's discretion, will be subject to referral to the Nuclear Project Committee.
- 15.6 **MEALS ON OVERTIME**

**Scheduled Eight (8) Hour Shifts**

When an employee has not been notified the previous day that he will be required to work for more than two (2) hours beyond the normal quitting time of the first or second shifts or for more than three and one half (3 ½) hours beyond the normal quitting time of the third shift, he shall be provided with a meal and be allowed thirty (30) minutes to consume same and the employee shall be paid at the base hourly rate of pay. This meal break will be taken following the first two (2) hours of overtime worked. After each additional four (4) is worked and when work is required beyond that four (4) hour period, the employee shall be allowed thirty (30) minutes to eat and be paid at the base hourly rate of pay and he shall be provided with a meal. The Employer will supply a hot meal when possible. Where an employee has been notified the previous day, no meal will be provided after the first two (2) hours of overtime worked, but the employee will be allowed thirty (30) minutes to eat and be paid at the base hourly rate of pay. After each additional four (4) hours is worked and when work is required beyond that four (4) hour period, the employee shall be allowed thirty (30) minutes to eat and be paid at the base hourly rate of pay and he shall be provided with a meal.

When a paid meal period overlaps a rest period, the paid meal period will supplant the rest period.

The above-noted is not applicable to the first eight (8) hours worked on Saturdays, Sundays or Recognized Holidays for employees who normally work the first or second shifts.

The above-noted is not applicable to the first six and one half (6 ½) hours worked on Saturdays, Sundays or Recognized Holidays for employees who normally work the third shift.

#### Scheduled Ten (10) Hour Shifts

When an employee has not been notified the previous day that he will be required to work beyond his normal quitting time, prior to commencing the overtime work, he shall be provided with a meal and be allowed thirty (30) minutes to consume same and the employee shall be paid at the base hourly rate of pay. After each additional four (4) hours is worked and when work is required beyond that four (4) hour period, the employee shall be allowed thirty (30) minutes to eat and be paid at the base hourly rate of pay and he shall be provided with a meal. The Employer will supply a hot meal when possible. Where an employee has been notified the previous day, no meal will be provided prior to commencement of overtime work, but the employee will be allowed thirty (30) minutes to eat and be paid at the base hourly rate of pay. After each additional four (4) hours is worked and when work is required beyond that four (4) hour period, the employee shall be allowed thirty (30) minutes to eat and be paid at the base hourly rate of pay and he shall be provided with a meal.

The above-noted is not applicable to the first ten (10) hours worked on Saturdays, Sundays or Recognized Holidays for employees who normally work the first and second shifts.

When a paid meal period overlaps a rest period, the paid meal period will supplant the rest period.

### **Article 16**

#### **WORK BREAK**

- 16.1 It is agreed that employees shall be given two (2) ten (10) minute breaks on each regular shift, with no loss of pay, to be taken at a place designated by EPSCA and/or the Employer. EPSCA and/or the Employer shall exercise its discretion as to when the breaks shall occur, but every reasonable effort shall be made to schedule such breaks at the midway points of each half shift. Where a normal half shift is less than four (4) hours, there shall be no rest period in that half shift.
- 16.2 EPSCA and/or the Employer shall provide accommodation with adequate tables and seating facilities for employees covered by this Collective Agreement. This shelter shall be provided at the commencement of the work. Adequately heated accommodation separate from changerooms and washrooms shall be provided by EPSCA and/or the Employer on each project when necessary and where such accommodation can be reasonably provided for. Such accommodation shall be weatherproof and shall be kept reasonably clean. A table and sufficient

benches or seats for the employees on the job shall be provided in the accommodation. Trailerized or portable accommodation shall include tables, benches, light, heat maintained at a minimum sixty-eight (68) degrees Fahrenheit, proper access and egress, and shall not be used for material storage.

16.3 Employees shall receive a one half hour unpaid lunch break.

## **Article 17**

### **STANDOFF**

17.1 When unable to proceed with his work, EPSCA and/or the Employer may elect to Standoff part or all of a crew. The parties agree Standoff is not intended to circumvent the layoff procedure.

The Employer reserves the right to Standoff its employees without pay up to a maximum of ten (10) consecutive working days. Notification of Standoff will be made by EPSCA and/or the Employer during normal working hours. A Record of Employment will be issued upon the commencement of the Standoff. No travel or subsistence allowance will be paid to an employee for the Standoff period.

17.2 If Standoff continues beyond ten (10) consecutive working days, an employee, at his option, may elect to remain on Standoff for an additional twenty (20) consecutive working days or be removed from Standoff. EPSCA and/or the Employer retains recall rights on employees electing to continue Standoff.

17.3 If an employee elects layoff beyond the tenth (10<sup>th</sup>) consecutive working day, it shall be carried out in accordance with the Collective Agreement. An employee laid off will be issued a Record of Employment form on his date of layoff indicating "Layoff-Shortage of Work". The employer retains the recall rights on employees electing layoff.

17.4 Standoff shall only continue beyond thirty (30) consecutive working days with the mutual consent of EPSCA and/or the Employer and the Union, in writing.

- For the purpose of this Article, when working on a 4 x 10 hour shift arrangement, the following will apply:
- eight (8) scheduled working days will be considered the equivalent of ten (10) consecutive working days.
- sixteen (16) scheduled working days will be considered the equivalent of twenty (20) consecutive working days.

- twenty-four (24) scheduled working days will be considered the equivalent of thirty (30) consecutive working days.

## **Article 18**

### **TOOLS AND CLOTHING**

- 18.1 Employees' tools and clothing lost by fire or theft from an EPSCA and/or the Employer designated storage area shall be compensated for by EPSCA and/or the Employer on written proof of loss. This provision will include only personal tools and clothing that a tradesman is required to have to perform his normal duties with his Employer.
- 18.2 An employee who has obtained tools from EPSCA and/or the Employer shall be allowed sufficient time, in the opinion of Management to return such tools to his Employer during working hours. An employee receiving tools from EPSCA and/or the Employer shall be held responsible for the return of such tools in good condition, subject to normal wear and tear. On layoff, an employee will be allowed reasonable time to return tools to EPSCA and/or the Employer .

Employees will immediately report the theft or loss of any EPSCA and/or the Employer -supplied tools, and EPSCA and/or the Employer will charge any employee who fails to do so, the value of such tools or clothing.

Gang tools shall be the responsibility of EPSCA and/or the Employer .

- 18.3 Employees working in a radiation area, in plastic suits or replacement material of the fully enveloping type with an independent air supply, will receive \$12.00 per day (\$15.00 effective May 1, 2006). A day for the purpose of this item shall be defined as any period up to twelve (12) hours.

## **Article 19**

### **HOURS OF WORK**

- 19.1 One (1) or Two (2) Shift Operation

The weekly hours of work shall consist of forty (40) hours, worked between Monday and Friday, for all employees covered by this agreement and working on a one (1) or two (2) shift operation except as described in Sections 20.2, 20.3, 20.4, 20.5 and 20.6.

The weekly hours of work Monday to Friday inclusive shall consist of forty (40) hours for all employees of Employers covered by this agreement and working

on a one (1) or two (2) shift operation. The weekly hours of work may be arrived at by having the employees work either:

- four (4) consecutive ten-hour shifts, Monday –Thursday  
or
- four (4) consecutive ten-hour shifts, Tuesday – Friday  
or
- five (5) consecutive eight-hour shifts

but not concurrently on the same work program.\*

Employees will not be moved from work program to work program to circumvent overtime. Disputes arising from this Article are subject to the grievance procedure.

Each employer will notify the Local Union of the weekly hours of work for each work program\* at the site.

Weekly hours of work will be established for a minimum period of two (2) week.

If an employer, with the approval of the owner, intends to change the weekly hours of work, a minimum of three (3) days written notice shall be sent to the Local Union.

\* For the purposes of this section, a work program may be defined as work taking place on a site that could include the following:

- Outages,
- Specific contracted scopes of work,
- Various and different modifications in an operating plant where the owner dictates the hours of work, or
- Subcontracts for a prime contractor where the prime contractor dictates the hours of work.

Weekly hours of work will be established for a minimum period of two weeks. If an employer, with the approval of the owner, intends to change the weekly hours of work, a minimum of seven (7) days written notice shall be sent to the Local Union.

The start time for the day shift shall be 6:00 a.m. and 9:00am. The start time for the afternoon shift shall be immediately following the day shift or within two (2) hours either way of the end of the day shift. Crews may have different starting time.

The shift differential for those employees working the afternoon shift when a two shift operation has been established by the Employer will be one-seventh (1/7) for scheduled hours worked on that shift.

Three (3) Shift Operation

When a three (3) shift operation is established by the Employer, the following conditions will apply:

Those employees working on the day shift shall work eight (8) hours per shift at the straight time rate.

Those employees working on the afternoon shift shall work seven and one-half (7 1/2) hours per shift at the straight time plus the appropriate shift differential as set out in the trade appendices.

Those employees working on the night shift shall work seven (7) hours per shift plus the appropriate shift differential as set out in the trade appendices.

- 19.2 The hours of work for such work as driveway and parking lot construction, railroad construction, landscaping, tunnelling, precast concrete erection, fencing or demolition, shall be as established in applicable local agreements for the class and character of work.

An applicable local agreement shall be an agreement between a local of any union signatory to this Agreement and a builders' exchange, contractors' association or contractor applicable in the locality of the project for the class and character of the work.

- 19.3 The weekly hours of work for structural steel erection shall be forty (40) hours made up of five (5) days of eight (8) hours each, Monday to Friday inclusive.

- 19.4 The weekly hours of work for site preparation and earth dams shall be 45 hours made up of five (5) days of nine (9) hours each, Monday to Friday inclusive.

- 19.5 Shift Change

A shift will be deemed to be established providing at least four (4) consecutive days of a shift are to be worked excluding Saturdays, Sundays and recognized holidays. If an employee is removed from their scheduled shift prior to completing four (4) consecutive shifts, the employee will be paid shift differential for the balance of the four (4) consecutive shifts that would have been worked had the employee not been reassigned.

- 19.6 It may be necessary from time to time to vary the hours of work established in this Article. Any amendments to the hours of work will be established by mutual agreement between EPSCA and/or the Employer and OPC of the IUBAC and the IUBAC and/or Union.

19.7 LUNCH PERIODS FOR MAJOR PROJECTS

A lunch period will be given no earlier than four (4) hours and no more than five (5) hours after the start of the shift and will be one-half (1/2) hour in duration.

A lunch period will be given no earlier than three and one-half (3-1/2) hours and no more than five (5) hours after the start of the third shift and will be one-half (1/2) hour in duration.

19.8 When an employee is required to return to work without an eight (8) hour break, all work performed shall be at the premium rate until such time as the employee receives an eight (8) hour break. This provision does not apply when a change in an employee's normal shift (as defined in this Article) occurs or to call-in situations.

19.9 Shift differential will not be paid on overtime hours.

**Article 20**

**GRIEVANCE PROCEDURE**

20.1 Grievances within the meaning of the grievance and arbitration procedure shall consist only of disputes about the interpretation or application of particular clauses of this Agreement and about alleged violations of this Agreement. In the event of any dispute concerning the meaning or application of any provision of this Agreement or a dispute concerning an alleged violation of this Agreement, there shall be no suspension or disruption of work, but such dispute shall be treated as a grievance and shall be settled, if possible, by EPSCA and/or the Employer and OPC of the IUBAC and the IUBAC and/or Union. In the interests of expediting the procedure, the parties shall process grievances in the following manner:

The grievance procedure and arbitration procedure in Article 21 do not apply to jurisdictional disputes.

An arbitration referral can only be filed against the direct Employer of an employee or group of Employees.

20.2 **PRELIMINARY DISCUSSION**

Disputes arising out of the interpretation or alleged violation of this Agreement should, if possible, be settled by discussion between the employee and/or his steward and the employee's supervisor. If the employee affected is a foreman, the preliminary discussion will be between the Accredited Union Representative and the foreman's supervisor.



### 20.3 SECOND STEP

If a grievance cannot be resolved at Preliminary Discussion, within ten (10) working days the Accredited Union Representative may file a formal grievance on the prescribed form with EPSCA and/or the Employer.

EPSCA and/or the Employer shall investigate the grievance and within ten (10) working days convene a meeting which it or the Accredited Representative considers necessary to resolve it and give his reply on the prescribed form to the Accredited Representative of the Union within five (5) working days from the date of the meeting.

### 20.4 EPSCA and/or THE EMPLOYER GRIEVANCES

EPSCA and/or the Employer grievances will begin at the Second Step. EPSCA and/or the Employer may submit either policy or specific grievances. Such policy or specific grievances shall be submitted within thirty (30) days of the alleged grievous act.

### 20.5 TIME LIMITS

The time limits as to both documents and procedures set out in the above sections shall be complied with by the parties to this Agreement provided, however, that the parties may mutually agree, in writing, in respect to an extension or waiver of any of the time limits imposed. Where no answer is given within the time limits specified in the grievance procedure, EPSCA and/or the Employer or OPC of the IUBAC and the IUBAC and/or Union shall be entitled to submit the grievance to the next step of the grievance procedure. Any grievance not processed within the time limits specified in the grievance procedure shall be deemed to have been settled and ineligible for arbitration.

20.6 Alleged unjustified termination, discharge, suspension or disciplinary action may be grieved beginning at Second Step.

### 20.7 GRIEVANCE FACILITIES

EPSCA and/or the Employer shall provide the necessary facilities for all grievance meetings.

## **Article 21**

### **ARBITRATION**

21.1 If any dispute about the interpretation or application of particular clauses of this Agreement or about an alleged violation of this Agreement cannot be settled through the grievance procedure outlined in Article 21, the matter may

be submitted within thirty (30) days of its failure of settlement by grievance procedure by either EPSCA and/or the Employer or OPC of the IUBAC and the IUBAC and/or Union to a Board of Arbitration for adjudication.

The party desiring to submit the dispute to arbitration shall notify the other party, in writing, of its desire and the notice shall contain the name of the first party's nominee to an arbitration board. The recipient of the notice shall, within five (5) working days, inform the other party of the name of its nominee to the arbitration board. The two nominees so selected shall, within ten (10) working days of the appointment of the second of them, appoint a third person who shall be the Chairman. If the recipient of the notice fails to appoint a nominee, or if the nominees fail to agree upon a Chairman, the appointment shall be made by the Minister of Labour for Ontario upon the request of either party. The arbitration board, when selected or appointed, will proceed as soon as practicable to hear and determine the dispute and it shall issue a decision which is final and binding upon the parties and upon their respective members. The decision of a majority is the decision of the arbitration board, but if there is no majority, the decision of the Chairman governs.

An arbitration referral can only be filed against the direct Employer of an employee or group of employees.

- 21.2 The arbitration board shall have no power to add to or subtract from or modify any of the terms of this Agreement. The arbitration board shall not substitute its discretion for that of the parties except where the board determines that an employee has been discharged or otherwise disciplined for cause when this Agreement does not contain a specific penalty for the infraction that is the subject matter of the arbitration. In such cases, the arbitration board may substitute such other penalty for the discharge or discipline as to the arbitration board seems just and reasonable in all circumstances. The arbitration board shall not exercise any responsibility or function of the parties. The arbitration board shall not deal with any matter not contained in the original statement of grievance filed by the party referring the matter to arbitration.
- 21.3 In arbitration proceedings, each party shall pay the fees and expenses of its nominee, whether appointed by the party or by the Minister of Labour for Ontario, and the fees and expenses of the Chairman shall be shared equally by the parties.
- 21.4 The time limits as to both documents and procedure set out in the above sections shall be observed by the parties to this Agreement provided, however, that the parties may mutually agree, in writing, in respect to an extension or waiver of any of the time limits imposed.

## **Article 22**

### **NO STRIKE - NO LOCKOUT**

- 22.1 There shall be no strikes or lockouts so long as this Agreement continues to operate.

## **Article 23**

### **RADIATION WORK**

- 23.1
- (a) Local Union to be provided with a copy of Ontario Power Generation Inc Radiation Protection Regulations and any revisions.
  - (b) Local Union to be provided with a copy of Ontario Power Generation Inc Radiation Protection Procedures and any revisions.
  - (c) Each employee will have access to his personal radiation exposure record.
  - (d) Long-term employees who reach their exposure limit will be given alternate employment until they can resume radiation work.
  - (e) Short-term employees will be given a guaranteed period of employment at their time of hire.

## **Article 24**

### **ABORIGINAL CONTENT COMMITMENT**

Where an aboriginal commitment has been established on a project, the Union will agree to the conditions required to meet this commitment.

For a project, or jobs within a project, that are less than \$100,000 field labour, and have aboriginal content commitments, the terms of the collective agreement will not apply to those aboriginal content commitments.

## **Article 25**

### **Wages**

- 25.1 The Total Wage Packages are set out as follows:

May 1, 2015 – 2.5% TWP Increase – Retroactive to May 1, 2015  
Year 2 – 1.25% TWP  
Year 3 – 1.25% TWP  
Year 4 – 1.25% TWP  
Year 5 – 1.25% TWP

The allocation of the wage package shall be provided by the applicable Local Union in writing. The parties agree a Local Union may amend the breakdown of the wage package but in no case will it affect the amount of the total wage package. Subject to amended Article 11.5.

(For clarity the parties acknowledge the foreman rate is \$2.50 per hour above the journeyman rate.)

## APPENDIX A

### MOOSE RIVER BASIN: NORTHERN ONTARIO

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Where EPSCA and/or the Employer elects to establish a camp, the following conditions will apply for employees working in the Moose River Basin:

#### Camp Conditions

- (a) EPSCA and/or the Employer may elect to provide free room and board in camp at no cost to the employee. Where EPSCA and/or the Employer elects to provide a camp such employees will not be entitled to receive a daily travel or room & board allowance.
- (b) When EPSCA and/or the Employer does not elect to provide free room and board in camp, the employee will be entitled to receive a daily travel or room and board allowance as set out in Articles 16.1 and 16.2.
- (c) An employee who remains in camp on a normally scheduled work day on which he does not work will be charged \$25.00 per day unless he is excused from work for a legitimate reason by the project medical attendant or an authorized EPSCA and/or the Employer representative.
- (d) An employee who is absent from work without approval and who remains in camp and is still absent from work the following day without approval will be charged \$25.00 for the day of absence and each successive day of unapproved absence.

#### Hours of Work

- (1) The hours of work will consist of a 21 day cycle of fourteen (14) consecutive work days followed by seven (7) consecutive days off.
- (2) Regularly scheduled hours of work of ten (10) hours per day shall be paid at straight time hourly rates.
- (3) Regularly scheduled hours of work on Saturday, Sunday, Recognized Holidays, and the fifth (5th) consecutive weekday shall be paid at two times the straight time hourly rate.

### Wrap Around

An employee shall qualify for a return trip from the project every second twenty-one (21) day cycle he is on the project on the following basis:

- (a) If an employee lives within 161 radius kilometres from the project, the Employer shall pay forty dollars (\$40.00).
- (b) If an employee lives greater than 161 radius kilometres from the project, the Employer shall pay as an allowance, forty dollars (\$40.00) plus travel time based on the equivalent of one (1) hour's base rate of pay for each eighty (80) kilometres from where the employee lives or place of recruitment, whichever is closer to the project.

## APPENDIX B

### 7-DAY COVERAGE

#### NUCLEAR SITES

**This Appendix B remains in effect unless superseded by Appendix C if and when Appendix C comes into effect.**

When working under the provisions of this 7-day shift schedule, all conditions listed below will supersede those in the other Articles/Sections of this Collective Agreement. Where this shift schedule is silent, the appropriate Article/Section in the Collective Agreement applies.

These provisions would only apply to work performed on a Nuclear Facility and the work must be covered by the "Modified Provisions of this Construction Agreement.

This shift schedule is intended for work of at least five (5) weeks in duration; however, it is recognized that unforeseen circumstances may require the cancellation of this schedule.

If in the transition onto or off this 7-day shift schedule an employee would receive less than 40 paid hours in a pay period, the employee shall receive the difference between the total paid hours for that pay period and 40 hours' pay. This does not apply to those employees who are laid off during or at the end of the schedule.

The employee(s) shift schedule consists of four consecutive shifts (day, afternoon, or night) followed by four scheduled days off. Shift overlap may be required.

Shift work may be established by the Employer to provide seven days per week work coverage, on a two or three ten (10) hour per day shift basis. When this occurs, a specific shift arrangement will be established by the Employer detailing the shift schedule to be worked.

#### Notice Provision

If this shift schedule is to be used for work on a "planned outage", the Employer will provide the Union with two (2) weeks' notice prior to the implementation of these shift provisions.

#### Shift Provisions

##### Day Shift

Regularly scheduled hours of work per shift, Monday to Friday inclusive, shall be paid at straight time hourly rates.

### Afternoon Shift

Regularly scheduled hours of work per shift, Monday to Friday inclusive, shall be paid at straight time hourly rates, plus a shift differential which shall be equal to the Shift Differential as found in the appropriate trade appendix for this shift.

### Night Shift

Regularly scheduled hours of work per shift, Monday to Friday inclusive, shall be paid at straight time hourly rates, plus a shift differential which shall be equal to the Shift Differential as found in the appropriate trade appendix for this shift.

### All Shifts

Regularly scheduled hours of work on Saturday, Sunday, Statutory and Recognized Holidays shall be paid at the appropriate overtime rate for that trade. Recognized Holidays will be observed on the actual day on which the holiday occurs or as declared by legislation.

The rate for the shift will be based on the day in which the shift begins.

An unpaid lunch period of one-half hour shall be allowed to be taken no later than five hours after the commencement of a shift.

For employees working regularly scheduled hours, two fifteen (15) minute rest periods will be allotted at a time and location directed by the Employer for employees to rest.

It may be necessary, from time to time, to vary the established shift arrangements. When this occurs, a revised shift arrangement will be established.



## **APPENDIX C**

### **7-DAY COVERAGE**

#### **NUCLEAR SITES**

The implementation of this Appendix is contingent on EPSCA and the Millwrights agreeing to comparable rates for regularly scheduled hours on Saturday and Sunday on 7 day coverage. This agreement shall become effective immediately upon such agreement between EPSCA and the Millwright Regional Council of Ontario. In the 30 day period immediately following the date this Appendix becomes effective, the union shall have the option to put forth other alternatives that will provide savings at least equivalent to those that would result from the implementation of this Appendix and EPSCA will consider all such alternatives. Failure to agree to an acceptable alternative will result in the continued application of this Appendix.

If EPSCA provides an incentive to the Millwright Regional Council of Ontario to obtain the agreement of this Appendix within the Millwright Agreement, then EPSCA shall make available the same incentives to the unions that have become bound to this Appendix. This “me too” is effective only for the duration of the collective agreement and will expire on April 30, 2020.

When an employee is assigned to, and working as a member of, a composite crew with one or more employees working under the Carpenter Collective Agreement who is also working under provisions of the applicable 7 Day Coverage of the Carpenter Collective Agreement (7 Day Coverage), he or she shall receive the same premium pay treatment as the Carpenter for regular scheduled hours for Saturday and Sundays.

**The above paragraphs do not change the existing language in Appendix B 7 Day Coverage (Nuclear Sites) unless superseded by this Appendix C if and when it comes into effect.**

## **APPENDIX C**

### **7 DAY COVERAGE – Nuclear Sites Only**

This shift schedule is intended for work greater than four (4), eight (8) day cycles (32 days) in duration, however, it is recognized that unforeseen circumstances may require the cancellation of this schedule.

If in the transition onto or off this 7-day shift schedule an employee would receive less than 40 paid hours in a pay period, the employee shall receive the difference between the total paid hours for that pay period and 40 hours pay. This does not apply to those employees who are laid off during or at the end of the schedule.

The employee(s) shift schedule consists of four consecutive shifts (day, afternoon, or night) followed by four scheduled days off. Shift overlap may be required.

Shift work may be established by the employer to provide seven days per week work coverage, on a one, two, or three shift per day basis. When this occurs, a specific shift arrangement will be established by the employer detailing the shift schedule to be worked. The employer will provide the Union with seven (7) calendar days' notice prior to the implementation of these shift provisions.

#### First Shift (Day Shift)

Regularly scheduled hours of work of ten (10) hours per shift Monday to Friday inclusive shall be paid at straight time hourly rates.

#### Second Shift (Afternoon Shift)

Regularly scheduled hours of work of ten (10) hours per shift Monday to Friday inclusive shall be paid at straight time hourly rates plus the applicable shift differential per the collective agreement.

#### Third Shift (Night Shift)

Regularly scheduled hours of work of ten (10) hours per shift Monday to Friday inclusive shall be paid at straight time hourly rates plus the applicable shift differential per the collective agreement.

#### All Shifts

Regularly scheduled hours of work on Saturday and Sunday shall be paid at one and a half times the straight time hourly rate.

Statutory and Recognized Holidays shall be paid at two times the straight time hourly rate. Recognized Holidays will be observed on the actual day on which the holiday occurs or as declared by legislation.

The rate for the shift will be based on the day in which the shift begins.

An unpaid lunch period of one-half hour shall be allowed to be taken no later than five hours after the commencement of a shift.

For employees working regularly scheduled hours, two fifteen (15) minute rest periods will be allotted at a time and location directed by the employer for employees to rest.

It may be necessary, from time to time, to vary the established shift arrangements. When this occurs, a revised shift arrangement will be established.

Overtime will be in accordance with the provisions of the collective agreement.

## APPENDIX D

### NUCLEAR PROJECTS AGREEMENT

#### 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.

#### 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.

\* 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.

#### **B) Recall**

Recall of Local union members who have worked on any site covered by this agreement in the previous ninety (90) days from the date of termination with the same employer and who have not been employed during that time period.

An Employer loses the right to Recall employees from a particular Local whenever the Employer hires from that Local's out-of-work list.

If the Employer chooses to bypass employees who are eligible for Recall, the Employer forfeits the right to recall those bypassed employees.

## **5.2 TRANSFERS**

The Employer shall notify the Local Union having jurisdiction over the project 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 agree.

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. Any disputes that cannot be resolved shall be referred to the Project Committee.

#### **B) Transfer between sites**

Transfer employees who are already employed on a site covered under this agreement to another site provided the employees are already Nuclear Qualified Workers and the Local with jurisdiction for the work has no Nuclear Qualified Workers available. Employees previously dispatched to a project will not be laid off to accommodate such transfers.

### **C) Transfer same Employer different sector**

Transfer employees already working for the same Employer between sectors within the Jurisdiction of the Local Union provided the employees are already Nuclear Qualified Workers (NQWs).

- 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**

- 6.1 Once a worker is hired onto a site covered by this agreement, travelers and/or permit workers shall not be displaced and/or bumped by any other member.
- 6.2 For reductions of staff, the normal Lay-off procedure will apply. In all cases of Lay-off, the remaining employees must be already trained and qualified to perform the remaining work.

### **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.

### **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.
- The Employer will accommodate employees with legitimate medical conditions.

### **Article 9.0 Project Committee**

- 9.1 The parties agree that early identification and resolution of issues is in the best interests of all. To facilitate this, the parties agree as follows:

- a) 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).

#### **Article 10.0 Stand Off**

10.1 When unable to proceed with its work, an Employer may elect to either layoff or standoff part or all of its crew.

(a) Layoff

If the Employer elects layoff, it shall be carried out in accordance with the provisions of the collective agreement. An employee laid off will be issued or provided electronically with a Record of Employment indicating "Lay-Off – shortage of work."

(b) Standoff

If the Employer elects standoff, it reserves the right to standoff its employees without pay up to a maximum of ten (10) consecutive working days. Notification of standoff will be made by the Employer during normal working hours. No travel allowance will be paid to the employee for the standoff period. Subsistence allowance will only be paid when proof that temporary residence is being maintained is provided.

10.2 An employee qualifying for subsistence allowance (subject to 10.1(b) who is placed on standoff will be paid his appropriate subsistence allowance for the duration of the standoff. These days are deemed to be non-work days.

If standoff continues beyond ten (10) consecutive working days, an employee at his option may elect to remain on standoff for an additional five (5) consecutive working days or be laid off.

After fifteen (15) consecutive working days on standoff the employee will be laid off or will return to work.

The parties acknowledge that the above-noted Standoff provision shall be applied to an employer's employees equitably subject to the necessity of retaining the necessary skills of particular employees.

- 10.3 On commencement of standoff an employee will be issued a Record of Employment.
- 10.4 If an employee elects layoff, it shall be carried out in accordance with the terms of the collective agreement. An employee laid off will be issued a Record of Employment indicating "Layoff – shortage of work" dating back to his first day of standoff.

### **Article 11.0 Composite Crews**

- 11.1 The use of Composite Crews does not establish precedent or change the appropriate jurisdiction of the crafts involved. Composite crews may be formed where conditions warrant, but this is not to be construed under regular operating conditions as the Employers prerogative to assign workers out of their usual skill classification. The principle of "One Person, One Job" will be used to determine composite crews. A composite crew shall normally be determined no later than at the Mark-Up Meeting with prior notice to be given to the Local Unions involved.
- 11.2 The Employer may maintain a variety of skills within its group of employees to be prepared to have skills and/or supervision for any type of work that may arise.
- 11.3 It is understood that all employees will work together harmoniously as a group and as directed by the Employer.
- 11.4 In the event that any jurisdictional disputes shall arise between two or more Unions represented by this Agreement, an immediate assignment of the work in question shall be made by the Employer representative, based upon decisions and agreements of record or other information available. The work is then to continue and, if any of the Unions involved are not satisfied with the assignment, the matter shall be referred to the Site Project Committee involved for a decision.
- 11.5 The Employer and the Unions agree that such assignment of work involved in a jurisdictional dispute is imperative to the satisfactory operation of this Agreement and the continued operation of Ontario Power Generation and Bruce Power LP Projects.

### **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 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 RPCs. The required training will occur in time so that qualified BTU RPCs 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**

- 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 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 15.0 Apprenticeship**

- 15.1 The Employer will work with local union's signatory to this Agreement to develop an apprenticeship protocol. The intention is that such protocol will include a minimum 20 percent "apprentice ratio" applicable to each employer covered by this agreement.

### **Article 16.0 Socially Progressive Programs**

- 16.1 The parties agree to promote other socially progressive programs (e.g., Helmets to Hardhats, Hammerheads, CHOICE Pre-Apprenticeship Program, etc.). These programs may vary on a trade-by-trade basis.



## 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. The parties will determine funding for incremental training costs incurred by the Union.

### 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.
- 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.

**Letter of Understanding 1992 Darlington Settlement on Blues**

Effective date of ratification 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 \_\_\_ Bricklayer appointed members and \_\_\_ EPSCA appointed members to develop the language to integrate this PLA as an appendix to their collective agreement

This PLA shall be added as an appendix to the current collective agreement and each renewal collective agreement occurring during the term of this PLA, 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.

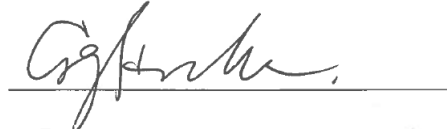
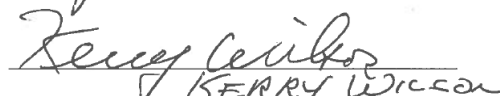
Dated: Dec 15 / 15



Electrical Power Systems Construction Association

Dated: Dec 15 / 15

OPC Co-Chair CRAIG STRUDWICKA

Ontario Provincial Conference of the International Union of Bricklayers and Allied Craft Workers

## STATEMENT OF UNDERSTANDING

between

EPSCA and/or the Employer  
and

**OPC of the IUBAC and the IUBAC and/or UNION**

### EMPLOYMENT REFERRALS

It is agreed by the Parties to this understanding, that prior to any member being referred for employment under this agreement, the member must submit to a security check. Only members who successfully obtain security clearance will be referred for employment. Once a member has been hired on, they will receive an allowance of \$50.00 on their first weeks pay cheque, in consideration of their time spent filling out the security clearance forms.

The union will be notified, as soon as possible, whether or not an individual has successfully obtained security clearance. This pre-clearance does not prohibit the Union from filing a grievance against the Employer on behalf of any member who is refused employment due to his/her failure to obtain security clearance.

Dated at Toronto, this 3<sup>rd</sup> day of March, 2005.

*Max Jackson*

*Kerry Wilson*

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**OPGI**

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**OPC of the IUBAC and the IUBAC  
and/or UNION**

**LETTER OF UNDERSTANDING**

between

EPSCA and/or the Employer  
and

**OPC of the IUBAC and the IUBAC and/or UNION**

**WAGE IMPLEMENTATION**

The Union will have 15 calendar days from ratification to provide the breakdown of pension, welfare, benefits to EPSCA. The parties will have 30 calendar days upon ratification to review, approve and implement the wage schedules. The parties will have 60 calendar days from ratification to review, approve the new collective agreement.

*February*  
Dated at Toronto this day of 9, 2016.



For:

**THE ELECTRICAL POWER  
SYSTEMS CONSTRUCTION  
ASSOCIATION**

  
\_\_\_\_\_  
Alex Lolua  
\_\_\_\_\_

For:

**OPC of the IUBAC and the IUBAC  
and/or UNION**

  
\_\_\_\_\_  
Kerry Wilson  
  
\_\_\_\_\_  
Craig Strudwick

## Signing Page

In witness whereof EPSCA and the Union have caused this Agreement to be executed in their name by duly authorized representative at Toronto this 9 of February, 2016.


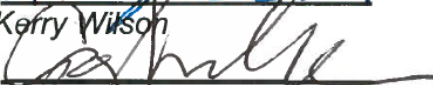
For:

**THE ELECTRICAL POWER  
SYSTEMS CONSTRUCTION  
ASSOCIATION**

  
\_\_\_\_\_  
Alex Lolua  
\_\_\_\_\_

For:

**OPC of the IUBAC and the IUBAC  
and/or UNION**

  
\_\_\_\_\_  
Kerry Wilson  
  
\_\_\_\_\_  
Craig Strudwick