

# **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, 2025 – April 30, 2030**

**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 forepeople 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 Foreperson

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, 2025 until April 30, 2030 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 Journeyperson's rate for the first period
  - 65% of a Journeyperson's rate for the second period
  - 80% of a Journeyperson's rate for the third period
  - 90% of a Journeyperson'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 Journeyperson employed plus an additional Apprentice or Improver for each additional two (2) Journeypeople employed. By agreement of the parties this ratio may be further reduced. 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 their immediate supervisor before leaving their 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, they will be one of the last 2 employees to be retained in a layoff/standoff situation.  
  
Should the work resume, they 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 they are qualified to perform the work.
- 8.4 No foreperson or subforeperson 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 tradespeople, 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 people 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 forepeople 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 foreperson'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 month of March 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.

- 11.6 An Employee who voluntarily terminates their employment with an Employer on an EPSCA site shall not be entitled to be referred to another Employer on the same site for a period of thirty (30) days, unless both Employers agree.
- 11.7 In the event that the percentages of Employer selection (i.e. name hire,

transfers, recall) in the ICI sector are greater than contained in this Article, the Employers under this agreement will have access to those higher percentages.

- 11.8 The Employer shall have the right to recall former employees provided the employees have been employed by the Employer in the past twelve (12) months and are Local Union members in good standing.
- 11.9 Employers reserve the right to employ and transfer key tradespeople to effectively utilize their special skills, having regard for the special requirements of thermal, nuclear or hydraulic generation projects and transmission and transformation construction.

## **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 their pay on their regular payday shall give notice to their Employer or their representative.

- (a) Wages shall be paid by the Employer, before quitting time. The Employer will make a statement available, 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) Where government forms are required, where possible electronic methods will be utilized.

### 12.2 ON TERMINATION

- (a) An employee who voluntarily terminates their employment will

be provided their 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 their 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, they will be paid for a reasonable amount of time by the Employer if they are required to travel or wait unduly before they receive their 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 their Employer, shall receive a minimum of a half shifts pay (4 hours or 5 hours) at the applicable rate when they report for work, but is given no opportunity to work because none is available. This allowance will be paid to an employee if they are 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 they are 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 their 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 GENERATION PROJECTS – DAILY TRAVEL ALLOWANCE AND ROOM AND BOARD**

### **DAILY TRAVEL ALLOWANCE**

- 14.1 The daily travel allowance will be paid by the Employers to employees who are not receiving room and board as referred to in Section 14.2, on the following basis:
- (a) If an employee lives less than fifty (50) road-driven kilometers from the project, no travel allowance will be paid.
  - (b) If an employee lives within fifty (50) to seventy (70) road-driven kilometers from the project, they shall receive the rates as set out below for each day worked or reported for.
  - (c) If an employee lives within seventy (70) to ninety-six (96) road-driven kilometers from the project, they shall receive the rates as set out below for each day worked or reported for.
  - (d) If an employee lives within ninety-six (96) to one hundred and ten (110) road-driven kilometers from the project, they shall receive the rates as set out below for each day worked or reported for.
  - (e) If an employee lives greater than or equal to one hundred and ten (110) road-driven kilometers from the project and does not qualify for subsistence allowance under Section 14.2 below, they will receive the rates as set out below provided they continue to travel greater than or equal to one hundred and ten (110) road-driven kilometers for each day worked or reported for.
  - (f) Employees using company vehicles are not entitled to daily travel

Article	Daily Travel-Allowance			
	14.1 b	14.1 c	14.1 d	14.1 e
	50-70 road-driven km	70-96 road-driven km	96-110 road-driven km	>110 road-driven km
5/1/2025	\$33.14	\$38.50	\$42.00	\$49.37
5/1/2026	\$33.97	\$39.46	\$43.05	\$50.60
5/1/2027	\$34.82	\$40.45	\$44.13	\$51.87
5/1/2028	\$35.69	\$41.46	\$45.23	\$53.17
5/1/2029	\$36.58	\$42.50	\$46.36	\$54.50

## ROOM AND BOARD

14.2 The following conditions will apply for employees whose regular residence\* is greater than or equal to one hundred and ten (110) road-driven kilometers from the project:

(a) 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 their 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 the rates set out below for each day worked or reported for when employed at a location south of the French River and the rates as set out below 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 110 road-driven kilometers from the project will be entitled to the rates as set out below for each day 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 the rates set out below for each day worked or reported for.

- (e) If a journey person does not qualify for Room and Board under Article 14.2, and lives greater than one hundred and ten (110) road-driven kilometers from the project, they shall receive daily travel as per the rates in Article 14.1(e)
- (f) An employee employed at the Bruce Power site who qualifies for a subsistence allowance as provided for above shall receive a subsistence allowance of the rates set out below per day worked or reported for.

Article	Room and Board Allowance				
	14.2 (b)	14.2 (b)	14.2 (c)	14.2 (d)	14.2 (f)
	South of French River	North of French River	>110 Road Driven km	Pickering & Darlington	Bruce Power
5/1/2025	\$125.00	\$145.00	\$61.34	\$120.00	\$135.00
5/1/2026	\$130.00	\$150.00	\$62.87	\$125.00	\$140.00
5/1/2027	\$135.00	\$155.00	\$64.44	\$130.00	\$145.00
5/1/2028	\$140.00	\$155.00	\$66.05	\$135.00	\$150.00
5/1/2029	\$145.00	\$160.00	\$67.70	\$140.00	\$150.00

\* 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 they 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 their scheduled daily hours unless excused by an authorized representative of their 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 they do not work will be charged \$25.00 per day, unless they are excused from work for a legitimate reason by the project medical attendant or an authorized representative of their 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.
- (c) 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.
- (d) 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 they 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 their 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 For the purposes of the Collective Agreement, “road-driven kilometres” is based on the shortest available road-driven distance from where an employee lives to the project as measured through Google Maps.
- 14.8 **Travel and Transportation—Ontario Residents**  
On recruitment of tradespeople who live in Ontario but beyond one hundred and eighty-nine (189) road-driven kilometres from the project, the Employer shall pay as an allowance \$0.63 per road-driven kilometre effective May 1, 2025 plus one (1) hour’s pay for each ninety-six (96) road-driven kilometres of travel to a maximum of eight (8) hours’ pay, for the initial trip to the project from where the tradesperson lives or place of recruitment, whichever is closer to the project.

### **Article 15 OVERTIME**

- 15.1 Except as otherwise stated in the wage schedules, 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 they 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, they 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 they 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 they 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 they will be required to work beyond their normal quitting time, prior to commencing the overtime work, they 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 they 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 they 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 their 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 their 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 their 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 tradesperson is required to have to perform their normal duties with their 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 their 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 \$20.00 per day effective May 1, 2025. 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 19.2,19.3,19.4,19.5 and 19.6.

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.

### 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.
- 19.10 The Union and EPSCA, may, upon mutual agreement, establish alternative work schedules.
- 19.11 For work North of the French River, in remote locations where it is not practical for employees to return home daily, the Employer, at their discretion, may establish a shift consisting of fourteen (14) consecutive days, at the applicable rates, followed by seven (7) consecutive days off.

## **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 their steward and the employee's supervisor. If the employee affected is a foreperson, the preliminary discussion will be between the Accredited Union Representative and the foreperson'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 their 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 against the grievor's Employer 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 Chair. If the recipient of the notice fails to appoint a nominee, or if the nominees fail to agree upon a Chair, 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 Chair 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 Chair 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 their 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 INDIGENOUS CONTENT COMMITMENT**

Where an Indigenous 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 Indigenous content commitments, the terms of the collective agreement will not apply to those Indigenous content commitments.

The parties acknowledge the traditional lands and treaty territories of the Indigenous communities of Ontario and are committed to a strong and respectful relationship with participating Indigenous communities.

The parties agree to work together with the Indigenous communities proactively towards removing barriers that hinder the appropriate participation of Indigenous

people in the Building Trade Union workforce.

The terms and conditions of this article may be modified by the mutual consent of the Union and EPSCA when they deem it prudent.

### **Article 25 Wages**

25.1 The Total Wage Packages are set out as follows:

- May 1, 2025 – 6% Journeyperson TWP Increase
- May 1, 2026 – 5% TWP
- May 1, 2027 – 4.5% TWP
- May 1, 2028 – 3% TWP
- May 1, 2029 – 2.5% 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 foreperson rate is 12% above the journeyperson rate and the subforeperson rate is 6% above the journeyperson rate.)

- 25.2 For any overpayment that amounts to \$250.00 or less, the Employer will deduct the full amount of the overpayment for the next regular pay. Notification of the overpayment will be sent to the employee and the Union. The Employer shall advise the Union and obtain the employee's consent prior to recovery of the funds for any overpayment over \$250.00. Should the employee withhold consent, the Employer reserves its right to seek recovery through the grievance procedure or other legal proceedings.
- 25.3 In the event that an error is subsequently discovered on the wage schedules the error shall be corrected and applied on a prospective basis and there shall be no retroactive adjustment or claw back.

### **Article 26 HELMETS TO HARDHATS**

26.1 EPSCA will contribute 1 cent/hour worked effective May 1, 2025- April 30, 2030

### **Article 27 DE NOVO**

27.1 The parties agree there is benefit to continue addressing the mental and physical well-being of our members. In support of the objectives of the De Novo Substance Treatment Centre, the Parties to this Agreement agree that \$0.10 per hour worked shall be

contributed to De Novo. Each Employer and employee, working under the terms and conditions of this Agreement shall each contribute \$0.05 per hour worked as set out in the wage schedules attached hereto.

### **Article 28 SHIFT DIFFERENTIAL**

- 28.1 Employees required to work shift work, other than the regular day shift, shall receive a shift differential of one-seventh (1/7) for normal scheduled shift hours worked on the second shift of a three shift operation.

Employees required to work shift work on the second shift of a two shift operation and third shift of a three shift operation shall receive a shift differential of one-fifth (1/5) for normal scheduled shift hours worked.

Shift Differential will not be paid on overtime hours.

### **Article 29 EQUITY, DIVERSITY AND INCLUSION**

- 29.1 The parties are committed to achieving and maintaining a fair and representative work force through EDI strategies intended to reduce barriers to equity, diversity and inclusivity in the EPSCA sector. To further this goal, EDI initiatives shall be a standing agenda item at regularly scheduled meetings between the parties.

## 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 14.1 and 14.2 (or Appendix D, Articles 1.1 and 1.4 for Lines and Stations).
- (c) An employee who remains in camp on a normally scheduled work day on which they do not work will be charged \$25.00 per day unless they are 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 they are on the project on the following basis:

- (a) If an employee lives within one hundred and eighty-nine (189) road-driven kilometres from the project, the Employer shall pay forty dollars (\$40.00).
- (b) If an employee lives greater than one hundred and eighty-nine (189) road-driven 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 ninety-six (96) road-driven kilometres from where the employee lives or place of recruitment, whichever is closer to the project.

## **APPENDIX B: 7 DAY COVERAGE**

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 two (2) 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 C: 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 Workers (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 workforce 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 their 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 their 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 their 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 STRODWINA




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



## APPENDIX D: HYDRO ONE (LINES AND STATIONS CONSTRUCTION)

### ARTICLE 1

#### DAILY TRAVEL ALLOWANCE

- 1.1 The daily travel allowance will be paid by the Employers to employees who are not receiving room and board as referred to in Section 1.4, on the following basis:
- (a) If an employee lives less than fifty (50) road-driven kilometers from the project, no travel allowance will be paid.
  - (b) If an employee lives fifty (50) to seventy (70) road-driven kilometers from the project, they shall receive the rates as set out below for each day worked or reported for.
  - (c) If an employee lives seventy (70) to ninety-six (96) road-driven kilometers from the project, they shall receive the rates as set out below for each day worked or reported for.
  - (d) If an employee lives ninety-six (96) to one hundred and ten (110) road-driven kilometers from the project, they shall receive the rates as set out below for each day worked or reported for.
  - (e) If an employee lives greater than or equal to one hundred and ten (110) road-driven kilometers from the project and does not qualify for subsistence allowance under Section 1.4 below, they will receive the rates as set out below provided they continue to travel greater than or equal to one hundred and ten (110) road-driven kilometers for each day worked or reported for.
  - (f) Employees using company vehicles are not entitled to daily travel.

		<b>Daily Travel Allowance</b>			
		<b>D 1.1 b</b>	<b>D 1.1 c</b>	<b>D 1.1 d</b>	<b>D 1.1 e</b>
<b>Appendix D</b>		<b>50-70 Road-driven km</b>	<b>70-96 Road-driven km</b>	<b>96-110 Road-driven km</b>	<b>≥110 Road-driven km</b>
	<b>5/1/2025</b>	<b>\$32.56</b>	<b>\$37.14</b>	<b>\$42.00</b>	<b>\$49.29</b>
	<b>5/1/2026</b>	<b>\$33.37</b>	<b>\$38.07</b>	<b>\$43.05</b>	<b>\$50.52</b>
	<b>5/1/2027</b>	<b>\$34.20</b>	<b>\$39.02</b>	<b>\$44.13</b>	<b>\$51.78</b>
	<b>5/1/2028</b>	<b>\$35.06</b>	<b>\$40.00</b>	<b>\$45.23</b>	<b>\$53.07</b>
	<b>5/1/2029</b>	<b>\$35.94</b>	<b>\$41.00</b>	<b>\$46.36</b>	<b>\$54.40</b>

- 1.2 The Employer reserves the right to base daily travel allowance on the distance in road-driven kilometers from where an employee lives to either the work location, project or declared assembly point, depending on where the employee is directed to report.

1.3 For the purpose of the Collective Agreement, “road-driven kilometres” is based on the shortest available road-driven distance from where an employee lives to either the work location, project or declared assembly point, depending on where the employee is directed to report, as measured through Google Maps.

**ROOM AND BOARD**

1.4 The following conditions will apply for employees whose regular residence\* is greater than or equal to one hundred and ten (110) road-driven 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 1.4(b) and (c) below.

- (b) An employee may exercise their 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 the rates as set out below for each day worked or reported for when employed at a location south of the French River and the rates as set out below for each day worked or reported for when employed at a location north of the French River subject to Section 1.4(c) below.
- (c) To qualify for subsistence allowance an employee must maintain temporary accommodation at or near the project. Employees who travel daily to locations greater than or equal to one hundred and ten (110) road-driven kilometers from the project will be entitled to the rates as set out below for each day worked or reported for.
- (d) If a journey person does not qualify for Room and Board under Section 1.4, and lives greater than or equal to one hundred and ten (110) road-driven kilometers from the project, they shall receive daily travel as per the rates in Section 1.1(e).

<b>Room and Board Allowance</b>			
<b>Appendix D</b>	<b>1.4 (b)</b>	<b>1.4 (b)</b>	<b>1.4 (d)</b>
	<b>South of French River</b>	<b>North of French River</b>	<b>Travel ≥110 Road-driven km</b>
<b>5/1/2025</b>	<b>\$125.00</b>	<b>\$145.00</b>	<b>\$56.96</b>
<b>5/1/2026</b>	<b>\$130.00</b>	<b>\$150.00</b>	<b>\$58.38</b>
<b>5/1/2027</b>	<b>\$135.00</b>	<b>\$155.00</b>	<b>\$59.84</b>
<b>5/1/2028</b>	<b>\$140.00</b>	<b>\$155.00</b>	<b>\$61.34</b>
<b>5/1/2029</b>	<b>\$145.00</b>	<b>\$160.00</b>	<b>\$62.87</b>

**\* 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 they 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.**

- 1.5 An employee shall not qualify for daily travel allowance or room and board allowance as provided for in Sections 1.1 and 1.4 above when such employee reports for work but does not remain at work for their scheduled daily hours unless excused by an authorized representative of their Employer.
- 1.6 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.
- 1.7 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 they do not work will be charged \$25.00 per day, unless they is excused from work for a legitimate reason by the project medical attendant or an authorized representative of their 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.
  - (c) 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.
  - (d) 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.
- 1.7 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.

## ARTICLE 2

### FLAME RESISTANT CLOTHING

- 2.1 The wearing of flame and arc resistant clothing has been made mandatory on Hydro One construction sites. In recognition of this requirement, Hydro One direct hire employees will be issued an initial allotment of \$600.00 to purchase such clothing from the approved supplier, as directed by the Employer.

The replacement or major mending of clothing is the responsibility of the Employer. Employees will be allowed to replace worn or damaged clothing with equivalent items or with alternate items up to a combined value of \$600 per calendar year.

The article will expire automatically upon the expiry of the collective agreement (unless renewed by the parties) or if flame resistant clothing becomes legislated requirement on Hydro One sites, whichever is sooner.

**STATEMENT OF UNDERSTANDING – EMPLOYMENT REFERRALS**

between

**EPSCA and/or the Employer and**

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

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 clearance (OPG and Bruce Power) and reliability screening (Hydro One). 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. For clarity, the allowance will only be paid to employees when they have been hired on and such forms have been required to be filled out.

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 their failure to obtain security clearance.

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

*Max Jackson*

*Kerry Wilson*

\_\_\_\_\_  
**OPGI**

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

**LETTER OF UNDERSTANDING NO. 1 – WAGE IMPLEMENTATION**

between

EPSCA and/or the Employer and

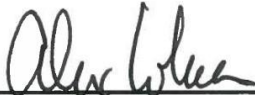
**OPC of the IUBAC and the IUBAC and/or UNION**

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.


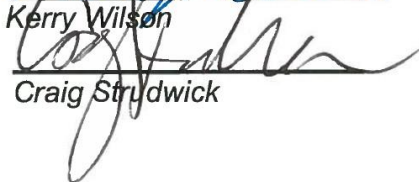
For:

**THE ELECTRICAL POWER  
SYSTEMS CONSTRUCTION  
ASSOCIATION**

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

For:

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

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

## LETTER OF UNDERSTANDING NO.2 - TRAINING

between

EPSCA and/or the Employer  
and


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

In order to address the issues of training and cost competitiveness, the parties agree that the following shall constitute the principles that will govern training for the term of the collective agreement.


1. The EPSCA Owners will continue to mandate the training requirements for workers on EPSCA owner sites.
2. Tile & Terrazzo will attend industry standard training on their own time and complete it prior to referral and the Union will provide proof of successful completion to the Owner with the referral package. The parties agree that the following training courses will be recognized as industry standard:
  - Standard First Aid/CPR/AED
  - WHMIS
  - Working at Heights / Fall Protection
3. The parties agree that EPSCA owners/contractors can request workers with industry standard training (as outlined above).

Dated at Toronto this 17 day of June, 2020

FOR EPSCA:

  
\_\_\_\_\_  
Alex Lohua

FOR OPC of the IUBAC and/or UNION:

  
\_\_\_\_\_

## **LETTER OF UNDERSTANDING NO.3 – 6X3 SCHEDULE – NUCLEAR ONLY**

between

EPSCA and/or the Employer  
and

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

When working under the provisions of this LOU, all conditions listed below will supersede those contained in the main agreement. Where this LOU is silent the appropriate Article in the Collective Agreement applies.

This shift schedule is intended for work of at least four (4) 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 schedule other than a layoff, 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.

This schedule will consist of rotations of six (6) consecutive eight (8) hour shifts, followed by three (3) consecutive days off. When employees work Monday to Friday, they shall be paid at straight time, with overtime as required. When working on a Saturday, Sunday and Statutory Holidays, employees will be paid at the applicable rate. Where this schedule is utilized, there will be a scheduled rest rotation where the employee will not be scheduled to work - this scheduled rest rotation will occur on every 8th rotation. Overlap of shift and/or start/finish times may be required.

Shift work may be established by the Employer on a two or three, eight (8) hour per day shift basis, with overtime as required. When this occurs, a specific shift arrangement will be established by the Employer detailing the shift schedule to be worked.

Where an employee works a full rotation before and after the scheduled rest rotation, the Employer will pay the applicable room and board for the scheduled rest rotation.

Shift changes amongst employees must be authorized by the Employer.

### Notice Provision

If this shift schedule is to be used for work on a project, 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 collective agreement 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 collective agreement for this shift.

All Shifts

Regularly scheduled hours of work on Saturday, Sunday, Statutory and Recognized Holidays shall be paid at the appropriate premium 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.

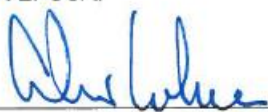
It may be necessary, from time to time, to vary the established shift arrangements. When this occurs, a revised shift arrangement will be established.

Overtime Rates

This is to clarify that overtime will be paid in accordance with Article 15- Overtime Rates.

Dated at Toronto this 17 day of June, 2020

FOR EPSCA:

  
\_\_\_\_\_  
Alex Lolug

FOR OPC of the IUBAC and/or UNION:

  
\_\_\_\_\_  
[Signature]

## 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 25 of April, 2025.

For EPSCA:

Alvin Cohen

For OPC of the IUBAC and/or  
UNION:

Jay D. Maria