

COLLECTIVE AGREEMENT

between

THE ELECTRICAL POWER SYSTEMS CONSTRUCTION ASSOCIATION

and the

**INTERNATIONAL ASSOCIATION OF BRIDGE, STRUCTURAL, ORNAMENTAL
AND REINFORCING IRON WORKERS**

May 1, 2025- April 30, 2030

**EPSCA/IRON WORKERS COLLECTIVE AGREEMENT
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by and between

THE ELECTRICAL POWER SYSTEMS CONSTRUCTION ASSOCIATION

(hereinafter called EPSCA)

and the

INTERNATIONAL ASSOCIATION OF BRIDGE,
STRUCTURAL, ORNAMENTAL AND REINFORCING IRON WORKERS

(hereinafter called the Union)

WITNESSETH

WHEREAS EPSCA is an Association formed to represent all Employers engaged in construction industry work in the electrical power systems sector in collective bargaining and on their behalf enter into collective agreements covering those of their employees in the bargaining unit as hereinafter defined; and

WHEREAS the Union is affiliated with the American Federation of Labour - Congress of Industrial Organizations and has in its membership competent, skilled and qualified journeypeople and apprentices to perform work coming within the trade and craft jurisdiction; and

WHEREAS the Association and the Union desire to mutually establish and stabilize wages, hours and working conditions for journeypeople and apprentices employed by Employers within the electrical power systems sector of the construction industry, and further, to encourage closer cooperation and understanding between the Association and the Union to the end that a satisfactory, continuous and harmonious relationship will exist between the parties to this Agreement;

NOW THEREFORE, the Association and the Union mutually agree that the working conditions as set out below shall be applicable throughout the Province of Ontario.

Article 1 RECOGNITION

- 1.1 EPSCA recognizes the Union as the exclusive bargaining agency for a bargaining unit as defined in Section 1.4 engaged in
- (i) all construction industry work under the responsibility of Design and Construction Branch (including Generation Projects Division and Transmission Systems Division),
 - (ii) all Major* construction industry work which is tendered/contracted for other than the Design and Construction Branch and,
 - (iii) work performed by the Design and Construction Branch for any Operations branch of Ontario Power Generation Inc (OPGI), Bruce Power LP and Hydro One where it has been determined by that Operations branch that there does not exist internally the expertise or the current staff to perform the work.

This work shall be performed in the Province of Ontario on Ontario Power Generation Inc (OPGI), Bruce Power LP and Hydro One for the bulk power system, save and except the building of commercial-type office facilities at urban locations remote from operating facilities. The work encompasses:

- construction of new facilities
- additions to existing facilities
 - modifications
 - rehabilitation
 - reconstruction of existing facilities

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

- 1.2 The Union recognizes EPSCA as the sole and exclusive collective bargaining agency for all of the Employers covered by this Agreement, and in all matters pertaining to the administration of this Collective Agreement.

* *The definition of Major described in (ii) above and any issues arising out of the interpretation of Major shall be dealt with in an attached Letter of Understanding.*

1.3 The term "employee" shall include all employees of the Employers in the classifications as set out in Section 1.4 below.

1.4 The bargaining unit under this Agreement shall comprise the following classifications:

<i>IRON WORKERS</i>	<i>Journeyman Iron Worker**</i>
<i>Foreman</i>	<i>Rigger</i>
<i>Subforeman</i>	<i>Industrial Door Mechanic</i>

1.5 The term "Employers" shall include individual members of EPSCA and any company, partnership, sole proprietorship, joint venture, contractor, subcontractor or any person who is bound by the terms and conditions of this Agreement.

1.6 The classifications referred to in Section 1.4 do not establish craft jurisdiction. Such jurisdiction is established in accordance with Article 6 of this Collective Agreement.

****** *This classification includes, but not limited to, the following job titles:*

<i>Machinery Mover</i>	<i>Layout Person</i>
<i>Window Mechanic</i>	<i>Field Fabricator</i>
<i>Precast Erector</i>	<i>Structural Erector</i>
<i>Pile Driver</i>	<i>Instrument Surveyor</i>
<i>Ornamental Miscellaneous</i>	<i>Welder</i>
<i>Steel Erector</i>	<i>Apprentice</i>
<i>Tower Crane Erector</i>	<i>Fence Erector</i>
<i>Finisher (Window and</i>	<i>Fence Erector Helper A</i>
<i>Curtain Wall) Installer</i>	<i>Fence Erector Helper B</i>
<i>Sheeler</i>	

excepting those described hereunder:

(i) *Employees as set out in Section 1.4 above, employed by an Employer signatory to the National Agreement for Canada, Stacks - Chimneys - Silos, when performing work covered by the scope of that Agreement.*

Article 2 EXECUTIVE COMMITTEE

- 2.1 To advance harmonious relations between EPSCA, the Employers, the Union, and the employees, the parties shall each appoint an Executive Committee. The Committees shall meet together at least annually to review matters associated with the administration of this Collective Agreement with the intent of achieving uniformity of application of this Agreement wherever employees are working in the Province. This Committee shall consist of not more than six (6) members from each party.

Article 3 ACCREDITED UNION REPRESENTATIVES

- 3.1 The Senior Representative of the Union will designate Local Union representatives as Accredited Union Representatives to handle the day-to-day administration of this Agreement on the basis of not more than two (2) representatives from the Union for each Project and suitable number for each Lines and Stations Construction Zone. The Union will notify EPSCA 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. Upon entering the job site, such representatives after identifying themselves to the EPSCA representative and the authorized representative of the Employer, will be free to observe the progress and conduct of the work and to conduct normal Union business. The Union undertakes that these representatives will not hinder or interfere in any way with the said work.

Article 4 UNION STEWARDS

- 4.1 The Accredited Union Representative shall inform the appropriate EPSCA Representative in writing of the names of all stewards as they are appointed, one of whom shall be designated Chief Steward, and when they cease to act as stewards. There shall not be more than one (1) steward per Employer unless the Employer and Union mutually agree that more stewards are required. Any steward shall exercise their duties only in respect to employees of their Employer. Any steward shall obtain permission from their immediate supervisor before leaving their work area for Union business. Such permission shall not be unreasonably denied. No Foreperson or Subforeperson shall be permitted to act as a Steward.

The Accredited Union Representative shall inform the appropriate EPSCA Representative in writing of the name of one (1) steward who will represent the Union at stewards' meetings. For Nuclear sites, a Chief Steward at each site shall be paid at the foreperson rate. All Chief Stewards in receipt of the foreperson rate are still eligible to work on the tools.

- 4.2 The steward shall be supplied by their Employer with a list of employees hired, discharged and to be laid off. They shall receive a copy of all correspondence related to disciplinary matters issued to the employee.
- 4.3 In the event of a work stoppage or threat of a work stoppage, or any other employee activity prohibited by this Agreement, affected stewards, in keeping with their responsibilities, as it is incumbent upon all Union representatives, shall immediately do all in their power to ensure that the prohibited action of the employees is prevented or stopped.
- 4.4 The Union shall be given written notice before a steward is released by the Employer, and under normal conditions, the steward will be the last employee retained by the Employer in a layoff situation, provided the steward is able to perform the work required. The Steward may designate an alternate when the Steward is absent from work.
- 4.5 A Union steward will not be transferred to another project unless mutually agreed to by the Employer and the Accredited Union Representative.
- 4.6 A steward shall be given the first opportunity to work overtime. When a crew not containing a steward is required to work overtime, one (1) member of the crew will be replaced by a steward in order that a steward may be present for overtime hours worked.

Where practical and when requested by an employee, a Union Steward and/or Union Representative will be present at a meeting where there will be discipline or discharge meted out to an employee. There may be instances where this is not practicable (e.g. security breaches, fighting, safety breaches) or where a Union Steward and/or Union Representative is not available. This Article applies to generation sites only.

Article 5 ADVANCE NOTICES

- 5.1 EPSCA will advise the Union of all new construction work coming under the scope of this Agreement for the construction field forces of the Employers.

Upon the request of the Union, EPSCA will convene a pre-job conference before work commences to discuss the preliminary details of the proposed work to be performed and to establish conditions in accordance with this Agreement for the Project.

Article 6 WORK ASSIGNMENT

- 6.1 The Jurisdiction of the Unions shall be that jurisdiction established by agreements between International Unions claiming the work or Decisions of Record recognized by the AFL-CIO for the various classifications and the character of work performed, having regard for the special requirements of thermal, nuclear or hydraulic generation and transmission and transformation construction.

- 6.2 A markup process will be utilized when an Employer intends to perform work on a project site*. The purpose of this markup process is to indicate to the Union the work which is planned to be carried out by the Employer in order to minimize the potential for jurisdictional disputes. In the Electricity Production zones when work falls within this criteria the EPSCA Office will send out a "Notification of Work" along with a copy of the original minutes of mark-up meeting(s) to the Local Unions prior to work commencing. This procedure shall not preclude the Unions' right to contest previously assigned work, if the work is in a Local Union jurisdiction other than the one it was marked up in.

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.

When an Employer has work that is less than a three (3) week duration and there are ten (10) or fewer employees covered by EPSCA Collective Agreements employed on this specific work, the Union will be notified of the scope of work and the Employer's proposed work assignments. The Union will have two (2) weeks from the date of notification to submit jurisdictional claims and supporting evidence to the Employer for consideration. The Employer will notify the Union of the final work assignments prior to the commencement of the work.

All work that does not meet the criteria set out in paragraph 2, will be reviewed and assigned at a markup meeting.

* **For the purposes of this Article, Nanticoke, Lambton, Bruce Nuclear Power Development (BNPD), Darlington, Pickering, Lines and Stations and the six (6) Electricity Production Zones are each considered one project site.**

EPSCA will provide written notice to the Union (International Office and Local Union Office) 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.

The Employer who has the responsibility for the new work shall make a proposed assignment of the work involved. The Employer shall be responsible for providing copies of proposed assignments to the Union (International Office and Local Union Office). The Employer will specify a time limit for the Union to submit evidence supporting its claims. The Employer will evaluate all evidence submitted and make a final assignment of the work involved. This final assignment will be in accordance with the procedural rules established by the Plan for the Settlement of Jurisdictional Disputes in the Construction Industry. The Employer will advise the Union of the final assignments prior to the work commencing.

The EPSCA representative will record the proposed assignments and jurisdictional claims and forward a copy of them within fifteen (15) working days to the Union (International Office and Local Union Office).

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.

Article 7 JURISDICTIONAL DISPUTES

- 7.1 (a) The Union shall have the exclusive right to elect to pursue or respond to any Jurisdictional disputes that arise under this Agreement at either the Ontario Labour Relations Board (OLRB) or the Plan for the Settlement of Jurisdictional Disputes in the Construction Industry (Plan).

In the event the Union elects to pursue or respond to the Jurisdictional Dispute at the Plan, paragraphs 7.1 (b), 7.2, 7.3 and 7.4 will apply.

In the event the Union elects to pursue or respond to the Jurisdictional Dispute at the OLRB, paragraphs 7.1 (b), 7.2, 7.3, and 7.4 will NOT apply. Further, the sentence within paragraph 7.1(b) which reads "If the jurisdictional dispute cannot be settled on a local basis by the Unions involved, it shall be submitted to the International Unions involved for settlement without permitting it to interfere in any way with the progress of the work at anytime." will apply.

- (b) In the event of a jurisdictional dispute, the Employer will make an assignment for the work in dispute in accordance with the Procedural Rules and Regulations of the Plan for the Settlement of Jurisdictional Disputes in the Construction Industry. If the jurisdictional dispute cannot be settled on a local basis by the Unions involved, it shall be submitted to the International Unions involved for settlement without permitting it to interfere in any way with the progress of the work at any time. The parties will settle such jurisdictional dispute in accordance with procedure as outlined by the Plan for the Settlement of Jurisdictional Disputes in the Construction Industry of the Building Trades Department, AFL-CIO or any successor agency of the Plan for the Settlement of Jurisdictional Disputes in the Construction Industry authorized by the Building Trades Department.
- (c) Where a local of the Union is in disagreement with an Employer's work assignment, the Employer shall supply the Accredited Union Representative with a copy of the evidence submitted by the other Union (s) involved along with drawings and/or prints plus a description of the work or process in dispute from a qualified representative of the Employer when requested.
- (d) When a jurisdictional dispute exists between Unions and upon requests by the Ironworkers, the Employer shall furnish the International Representative a signed letter from a duly authorized official of the company on Employer stationery, stating whether or not the Union was employed on specific types of work on a given project.

7.2 In the event the dispute is not settled by the International Unions involved, it shall then be submitted to the Administrator of the Plan for the Settlement of Jurisdictional Disputes in the Construction Industry for resolution. The Union and Employer involved shall advise EPSCA respectively, in writing, of an intent to submit a jurisdictional dispute to the Plan for the Settlement of Jurisdictional Disputes in the Construction Industry and will identify the work in question. The arbitration decision will be final and binding on the parties to this Agreement.

7.3 EPSCA shall have direct recourse to the Plan for the Settlement of Jurisdictional Disputes in the Construction Industry when the Plan for the Settlement of Jurisdictional Disputes in the Construction Industry has under its consideration a dispute involving the assignment of work being done by employees who are covered by this Agreement.

7.4 In the event that the Plan for the Settlement of Jurisdictional Disputes in the Construction Industry fails to render a decision within sixty (60) days of the disputed assignment being referred to the Plan, EPSCA, or the Union, shall have recourse to the Ontario Labour Relations Board.

- 7.5 In the event the Union elects to pursue or respond to the Jurisdictional Dispute at the OLRB, the arbitration board panel appointed by the Ontario Labour Relations 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 7.5 shall not apply where the Jurisdictional Dispute and the mis-assignment of work involves the same Employer and the same work previously the subject of a Jurisdictional Dispute before the OLRB or the Plan.
- 7.6 The board panel appointed by the OLRB will govern its decision pursuant to its normal criteria.
- 7.7 In the event the Union elects to pursue or respond to the Jurisdictional Dispute at the OLRB, the decision of the panel of the OLRB will be final and binding upon the parties to this agreement with no further recourse to the Plan on the issue decided by the OLRB.
- 7.8 Assignments made for de minimus work as a result of discovery work from critical path or emergent work will not be subject to jurisdictional disputes and will not be precedent setting. (This language is only applicable when dealing with trades that have similar language in their collective agreements).

Article 8 UNION SECURITY

8.1 UNION MEMBERSHIP

As a condition of employment, all employees 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.

8.2 CHECKOFF

The Employer will deduct amounts specified in the current EPSCA wage schedule for each hour paid for each employee covered by this Agreement.

The Employer will forward same to the Ontario Ironworkers Benefit and Pension Administrators located at 111 Sheppard Ave East, North York, Ontario, M2N 6S2, postmarked not later than the fifteenth (15th) day of the month following the month for which the deductions are made. This amount is for working dues assessment and will be deducted from gross wages and identified on the employee's pay statement. The Union shall indemnify EPSCA and the Employers for any liability arising from the deduction of initiation fees or dues.

- 8.3 Where an employee works in more than one (1) Local Union territory for a week or less, the Employer will forward deductions to the Local Union in whose territory the

employee worked the greater percentage of hours.

- 8.4 The Union through its International Office will notify EPSCA, in writing, of any changes to initiation fees, and dues as per Article 18.7 of this agreement. Within three (3) weeks of receipt of an acceptable written notice any changes to such fees and dues will be implemented. The effective date will be the date of implementation.

Article 9 EMPLOYMENT

- 9.1 (a) For purposes of this Article, a geographic area will be established for each Project and geographic areas for each Lines and Stations Zone. The size of these geographic areas will be dependent upon the location of the work.
- (b) The boundaries of the geographic areas will be jointly established at pre-job conferences.
- 9.2 An office will be established by EPSCA, or the Employer with the approval of EPSCA, for each Project and each Lines and Stations Zone. A purpose of this office will be to coordinate employment as specified in this Article.
- 9.3 EPSCA, or the Employer with the approval of EPSCA, and the Union will exchange the names of their representatives in each of the areas described in Section 9.1 (a), who will be responsible for cooperating in the referral and employment of reliable and competent Union members.
- 9.4 EPSCA, or the Employer with the approval of EPSCA, will notify the Union of all workers required for all work to be undertaken by Employers coming under the scope of this Agreement. All employees employed under the terms of this Article will be required to obtain a referral slip from the Local Union having jurisdiction for the geographic area except as noted in Section 9.5(b) below. All employees will report to the EPSCA/Employer referral office prior to starting work.
- 9.5 (a) The Employer shall have the right to request Union members from that Local Union having jurisdiction for the geographic area by name, in writing, who shall be issued a referral slip by the Local Union. The number of employees so requested shall not exceed fifty percent (50%) of the employees supplied to the job by the Local Union, subject to the Local Union being able to supply.
- (b) Employee members who are transferred within the territory of their Local Union including sector to sector by an Employer will not require an additional referral slip. The parties agree that there is no restriction on the number of employees so transferred. However such transfers will

not result in layoff of employee members presently on these projects.

- (c) When Union members are transferred from one (1) Local Union territory to another, including sector to sector, the number of Union members will not exceed forty percent (40%) of the total crew on the job unless approval is obtained from the Local Union office. Such transferred Union members must secure a referral slip from the Local Union in whose territory the work is being performed. However, before members are transferred from one (1) Local Union territory to another, the Employer shall contact the Local Union Business Agent of the territory where the work is to be performed.
- (d) The transfer of employees by an Employer will not result in a lay-off of the Employer's existing employees at the project before 14 days or the completion of the project whichever is earlier.
- (e) The Employer shall have the right to recall former employees provided that they have worked on any site covered by this agreement in the previous 90 days from the date of termination with the same Employer and who have not been employed during that time period.

Recalled employees, if not named, shall not be considered as name hires and the number of employees recalled will not affect the name hire percentage in Section 9.5 (a).

- (f) 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.
- (g) In addition to the provisions in 9.5 c) the Employer reserves the right to transfer two (2) key tradespeople from one location to another to effectively utilize their special skills, having regard for the special requirements of thermal, nuclear or hydraulic generation and transmission and transformation construction.

9.6 The employment of additional tradespeople and apprentices shall be carried out on the following basis and sequence:

- (a) The EPSCA office, or the Employer with the approval of EPSCA, will request the appropriate Local Union office for tradespeople and apprentices required. The request will include a description of the work, the number of tradespeople and apprentices required, and the name of the Employer for whom the tradespeople and apprentices will be working.

- (b) The Union members who are resident in the designated geographic area will be referred by the Union for employment through the EPSCA/Employer's office. As much as their out-of-work list will permit, the Union will supply members on a fan-out basis from the project or work location.

The Employer will either hire such persons or substantiate their reasons in writing for not doing so.

- (c) If, after a request has been made, the Union is unable to supply sufficient tradespeople and apprentices to meet the worker requirements of the Employers, the Employers may employ tradespeople and apprentices who are resident within the geographic area. Such tradespeople and apprentices shall comply with the requirements of the Union Security Article of this Agreement.

9.7 Employees will be laid off in the following sequence:

- (a) Out-of-Province Travel Card Members
 - (b) In Province Travel Card members
 - (c) Local Members where the work is being performed maintaining the ratios of Local Union members to Travellers as specified in Article 9.5 (c)
-
- (a) Once the supply of suitable tradespeople and apprentices within the geographic area has been exhausted and additional tradespeople and apprentices are required, EPSCA, or the Employer with the approval of EPSCA, will contact the International Representative or their designee, in order to determine whether suitable Union tradespeople and apprentices are available outside of the geographic area. EPSCA, or the Employer with the approval of EPSCA, will cooperate in providing employment to such Union tradespeople and apprentices on the basis that they be supplied from the nearest location where they are available.

The Union shall obtain prior written approval of the General Manager of EPSCA before referring a person who resides outside the Province of Ontario except for members residing in border cities adjacent to the local union having jurisdiction over the job site.

- (b) In the case of a recall to work, Employers reserve the right to recall Green qualified Atomic Radiation Workers in sequence from the out of work list to the location from where they were laid off. Recalled Greenpeople will perform sufficient Greenperson work to maintain their skill level, or be laid off.

9.8 Re-employment as required by the Workers' Compensation Board shall not be a violation of this collective agreement nor be subject to the provisions of Article 9.

- 9.9 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.

For situations where a member is trying to better themselves, conflicts will be referred to a committee between the Union, Employer and EPSCA.

- 9.10 The Union will provide the Employer with the permit worker's credentials and trade prior to dispatch when requested.

Article 10 FOREPEOPLE AND SUBFOREPEOPLE

- 10.1 It is understood that forepeople and subforepeople hold key positions in the relationship between the Employers and the Union. Both parties agree that every effort should be made to recruit and retain forepeople and subforepeople who have a high degree of efficiency in the performance of their jobs and in the handling of their workers. Recognizing the responsibilities involved in being a supervisor and a member of the Union, the Employers and the Union will make every effort to minimize problems that may arise which concern the relationship between the forepeople and subforepeople, the Employers and the Union.

- 10.2 The parties recognize the responsibilities of forepeople and subforepeople to discharge their managerial duties. If the Union feels that the foreperson or subforeperson is not discharging their managerial duties in a manner that is fair and equitable, or if an Employer feels that the Union is interfering with the foreperson or subforeperson in the performance of their managerial duties, the Employer or the Union may refer the problem to the Executive Committee for resolution. If the matter cannot be resolved by the Executive Committee, the grievance procedure may be invoked by either party.

- 10.3 The selection and retention of forepeople and subforepeople will be the responsibility of the Employers. When making appointments to the foreperson and subforeperson level, the Employers will give first consideration to those local journeyman ironworkers they presently employ on site. When making appointments to the subforeman level, the provisions of Article 9.5(c) employment will be maintained.

- 10.4 The forepeople's differential shall be 15% effective May 1, 2013 above the journeyman's rate as set out in the wage schedules. The subforeman's differential shall be 7.5% effective May 1, 2013 above the journeyman's rate as set out in the existing wage schedules. The rates of pay for all forepeople and subforepeople covered by this Agreement will be set forth in the current wage schedules. EPSCA will provide the Union with current wage schedules.

- 10.5 Adequate Ironworker supervision shall be employed on all overtime work where a crew is required.
- 10.6 Where the crew size is six (6) or less, including the foreperson, the foreperson may work with the tools of the trade. The foreperson may not be used to replace a journeyman on overtime.

Article 11 MEMBERS ON RIGS

- 11.1 Not less than four (4) employees and a foreperson or subforeperson shall be employed on or around mobile or power operated rigs of any description used on structural steel erection. When mobile or power operated rigs are used for other than structural steel erection, the number of employees required on said rig shall be determined by the foreperson or subforeman who, after conferring with the steward, shall keep in mind the safe and efficient operation of the job.

Article 12 APPRENTICES

- 12.1 The Employer and the Union agree to participate in the Apprenticeship Program through the auspices of the Ministry of Labour, Immigration, Training and Skills Development. To that end, the Employer agrees to employ a full complement of apprentices who are duly registered with the Ministry of Labour, Immigration, Training, and Skills Development.
- 12.2 Apprentices shall be employed on work covered by this Agreement in the ratio of one (1) Apprentice to three (3) Journeypeople. By agreement of the parties the ratio may be further reduced.
- 12.3 After a six thousand (6,000) hour term of apprenticeship, the apprentice must satisfy the requirements as set out in the Apprenticeship and Tradespeople Qualification Act and applicable regulations pertaining to Ironworkers, and when they have successfully completed same, they shall be paid at the prevailing journeyman rate.
- 12.4 The rates of pay for apprentices covered by this agreement will be set out in the wage schedules attached hereto.
- 12.5 When an apprentice leaves employment to attend trade school, the Employer agrees to hire another apprentice to take his/her place for the period of time the apprentice is in attendance at school.

- 12.6 Apprentices required to attend trade school shall be provided with a Record of Employment.

Article 13 PAY PROCEDURE

13.1 NORMAL

- (a) Employees will be paid weekly and payment for any given week will be made not later than the sixth (6th) working day after the close of the payroll period, but in any event not later than Thursday of the following week.
- (b) Wages shall be paid by the Employers, before quitting time. Direct Deposit to be implemented at the Employer's option. 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 paid;
 - vii. the amount of recognized holiday pay for which the employee is being paid; and
 - viii. the net amount of money being paid to the employee.
- (c) In cases of inclement weather being declared on pay day, employees will receive their pay before leaving the site provided it is available on the site.

13.2 ON TERMINATION

- (a) An employee who voluntarily terminates their employment will be provided their final pay on the next regular pay day.
- (b) An employee who is laid off will have their final pay mailed to their regular residence*, or as otherwise requested by the employee, by priority post within 5 days of termination.
- (c) An employee who is discharged shall be provided with their final pay immediately if the Employer's pay facilities are on site or as per Section 13.2(b) if the Employer's pay facilities are not on site.
- (d) The Employer will provide a Record of Employment (ROE) Form in the employee's final pay or will send the ROE information electronically to Service Canada within five (5) days of termination.

- (e) No employee shall be laid off during the first four (4) hours of their shift.
- (f) When an employee is laid off from a job where they are accommodated in a camp, they will be paid one (1) hour at the applicable straight-time rate to check out of camp.
- (g) Should an Employer fail to provide an employee such wages as required above within the prescribed five (5) working day time period, then said employee shall be paid any waiting time in excess of the five (5) working day time period at straight-time rates of pay applicable to the regular working hours.
- (h) Alleged issues pertaining to wages and room and board payments may be grieved beginning at the first step.

Article 14 WAGES

- 14.1 Effective May 1, 2025 and until April 30, 2030, the rates of pay for employees in the classifications listed in Article 1 of this Agreement and working in Generation Projects, Miscellaneous Projects and Lines and Stations Construction shall be as set forth in the wage schedules attached, hereto.
- 14.2 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.
- 14.3 For any overpayment that amounts to \$250.00 or less, the Employer will deduct the full amount of the overpayment from the next regular pay. Notification of the overpayment will be sent to the employee and union. For any overpayment over \$250.00, the Employer shall advise the union and obtain the employee's and union's consent prior to recovery of the funds. Should the employee withhold consent, the Employer reserves its right to seek recovery through the grievance procedure or other legal proceedings.

Article 15 RECOGNIZED HOLIDAYS

- 15.1 The holidays recognized under this Agreement are:

New Year's Day	Civic Holiday
Good Friday	Labour Day
Easter Monday	Thanksgiving Day
Victoria Day	Christmas Day
Canada Day	Boxing Day
Family Day	

- 15.3 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, it shall be observed either on the preceding Friday or following Monday.
- 15.4 EPSCA reserves the right to change the day of observance of Canada Day to the preceding Monday if it falls on Tuesday and to the following Friday if it falls on Thursday.

Article 16 VACATION AND RECOGNIZED HOLIDAY PAY

- 16.1 The vacation and recognized holiday pay rate shall be ten percent (10%) (six percent [6%] vacation and four percent [4%] in lieu of recognized holidays) of total earnings*.
- 16.2 Payment of vacation and recognized holiday pay shall be made on the regular weekly pay cheque.
- 16.3 Employees with one year's employment will be entitled to 3 weeks annual vacation. Employees with more than one year's employment, under special circumstances, will be entitled to additional time off subject to the approval of the Employer. Additional time off will not be unreasonably denied.

All vacation entitlement will be subject to approval providing the work schedule will permit.

Article 17 WELFARE AND PENSION PLANS

- 17.1 For each of their employees working within the territorial jurisdiction of Locals 700, 721, 736, 765, 786, and 759 the Employer agrees to pay welfare contributions on their behalf to the Ironworkers' Central Welfare Fund.
- 17.2 For each of their employees working within the territorial jurisdiction of Locals 700, 721, 736, 765, 786 and 759, the Employer agrees to pay pension contributions on their behalf to the Ironworkers' Ontario Pension Fund.

- 17.3 The Union agrees to supply the Employer with all necessary information regarding these welfare and pension plans, including all administrative material that is required.
- 17.4 The amount(s) of welfare and pension contributions to be paid will be set out in the wage schedules attached hereto.
- 17.5 Contributions shall be postmarked by the fifteenth (15th) day of the month following the month in which the hours were paid and at no time will the contributions be paid directly to the employee. A penalty of three percent (3%) of any unpaid amount of contributions shall become due and payable to the applicable plan by a contributing Employer on the sixteenth (16th) day following the day designated for postmark by the Collective Agreement. A further charge of three percent (3%) of any monies owing shall become due and payable on the expiry of each succeeding thirty (30) day period until all monies due and owing (including both contribution and charges) have been paid.

* **"Total earnings" means pay for regular hours, overtime, premium pay, shift differential, retroactive pay adjustments, call-in, Saturday and Sunday premiums and trade training.**

- 17.6 Any changes in welfare or pension plan contributions recognized under this Agreement will be confirmed in writing by the Union to EPSCA before such changes are put into effect as per Article 18.7.
- 17.7 The trustees of the employee benefit plans referred to in this collective agreement shall promptly notify the Union (or Council) of the failure by any Employer to pay any employee benefit contributions required to be made under this collective agreement and which are owed under the said plans in order that the Program Administrator of the Employee Wage Protection Program may deem that there has been an assignment of compensation under the said Program in compliance with the Regulation to the Employment Standards Amendment Act, 1991 in relation to the Employee Wage Protection Program.
- 17.8 To reduce administrative costs the parties agree that the number of monthly separate remittance and deduction cheques will be kept to a minimum. (status quo)

Article 18 IRONWORKERS' TRADE IMPROVEMENT PLAN

- 18.1 Employers employing employees covered by this Agreement will contribute to the Ironworkers' Trade Improvement Plan Trust for Locals 700, 721, 736, 765 and 786, or Local 759 as applicable. The Fund is to be used for the education of apprentices, the testing of welders and any purpose deemed necessary and advantageous for the improvement of the trade.
- 18.2 The amount(s) of contributions to the Ironworkers' Trade Improvement Plan for Locals 700, 721, 736, 759, 765 and 786 will be set out in the wage schedules attached hereto.

Employer contributions, including nil reports, shall be postmarked by the fifteenth (15th) day of the month following the month in which the hours were paid, and at no time will the Ironworkers' Trade Improvement Plan Trust contributions be paid directly to the employees. A charge of three percent (3%) of any unpaid amount of contributions shall become due and payable to the Trust by a contributing Employer on the sixteenth (16th) day following the day designated for postmark by the Collective Agreement in effect between EPSCA and the Union. A further charge of three percent (3%) of any monies owing shall become due and payable on the expiry succeeding thirty (30) day period until all monies due and owing (including both contributions and charges) have been paid.

- 18.4 Employers agree to be bound by the decisions of the Trustees of the Ironworkers' Trade Improvement Plan Trust on matters pertaining to the Trust.
- 18.5 The Union agrees to supply all pertinent information regarding the Trust to the Employer.
- 18.6 To reduce administrative costs the parties agree that the number of monthly separate remittance and deduction cheques will be kept to a minimum. (status quo)
- 18.7 Wage schedule, dues and remittance changes are to be provided in writing to EPSCA and changes shall only take place once a year, and provided to EPSCA no later than the end of March each calendar year except following renewal negotiations. The effective date of such changed wage schedules, dues and remittances shall be the date of issuance.

Article 19 ASSOCIATION FUND

- 19.1 All Employers shall contribute the amount specified on the wage schedules attached hereto for each hour worked by each employee covered by this Agreement to the Electrical Power Systems Construction Association Fund. The Employer shall remit such contribution in accordance with the standard form of remittance supplied by EPSCA.

Article 20 REPORTING PAY ON 8 HOUR AND 10 HOUR SHIFTS

- 20.1 An employee who reports for work, unless directed not to report the previous day by their Employer, shall receive a minimum of a half shift's 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 shift's 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.
- 20.2 An employee in receipt of reporting pay shall also receive travel or board allowance, if applicable.

- 20.3 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.

Article 21 INCLEMENT WEATHER

- 21.1 When an employee reports at the beginning of a shift, but is unable to commence work because weather conditions are unsuitable, they shall receive two (2) hours' pay at the appropriate straight-time rate plus shift differential if on shift or the appropriate premium rate if on overtime, plus travel allowance where applicable. The employee shall remain at their place of work for two (2) hours unless they are permitted to leave by their Employer.
- 21.2 An employee who reports for and commences work, but is unable to continue work due to inclement weather, shall receive four (4) hours' pay at the applicable rate or pay for the actual time worked for that shift, whichever is greater.
- 21.3 An employee in receipt of inclement weather pay shall also receive travel or board allowance if applicable.

Article 22 CALL-IN PAY

- 22.1 When an employee is called in outside of their normal hours of work, they shall receive a minimum of four (4) hours' work at two (2) times the basic rate plus their appropriate daily travel allowance. If the employee's normal hours of work commence within this four (4) hour period, the employee will be paid premium time until the start of their normal hours and will revert to their normal hourly rate at the commencement of their normal hours of work, except in the circumstances provided for in Section 24.4.

Article 23 HOURS OF WORK

- 23.1 **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 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 to Thursday or;
- four (4) consecutive ten-hour shifts, Tuesday to Friday or;
- five (5) consecutive eight-hour shifts

but not concurrently on the same work program.

Weekly hours of work will be established for a minimum of two (2) weeks. The Employer will notify the Local Union of the weekly hours of work for each work program at the site. If an Employer intends to change the weekly hours of work, notice shall be sent to the Local Union in the previous week on shift but no less than 3 days.

Non-Nuclear Sites

The start time for the day shift shall be 7:00 AM with a possible one (1) hour variance either way. 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.

Nuclear Sites Only

The start time for the day shift shall be between 6:00 AM and 9:00 AM. The start time for the afternoon shift shall be immediately following the day shift or within two hours either way of the end of the day shift. Crews may have different start times.

The shift differential for those employees working the afternoon shift when a two shift operation has been established by the Employer will be one-fifth (1/5) for scheduled hours worked on that shift.

Trades assigned to fire watch duties may commence work up to one hour after the start of the rest of the crew. In these cases, normal scheduled hours of work beyond the quit time of the rest of the crew will not be subject to overtime premiums

Shift Differential will not be paid on overtime hours.

23.2 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. A shift differential of one-fifth (1/5) shall be paid for all normal scheduled shift hours worked.

Those employees working on the night shift shall work seven (7) hours per shift. A shift differential of one-fifth (1/5) shall be paid for all normal scheduled shift hours worked.

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 remainder of the hours that would have been worked had the employee not been reassigned.

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 the Union.

Shift Differential will not be paid on overtime hours.

- 23.3 Notwithstanding any other Article in this collective agreement, employees performing plastics work in a Zone 3 nuclear environment will have the following meal and rest breaks:
- (a) 1-30 minute meal period in each 8 or 10 hour shift;
 - (b) 1-30 minute meal period for the first 2 hours worked beyond the regular quitting time on an 8 or 10 hour shift and for each 4 hours worked thereafter. Overtime meal periods will be at straight time if the employee has been notified of the overtime the day before or if a free meal is provided. The meal period will be at premium time if a meal is not provided;
 - (c) 2-15 minute rest breaks in each 8 or 10 hour shift;
 - (d) 1-10 minute rest period if an employee works beyond the normal quitting time of an 8 or 10 hour shift;
 - (e) An employee will receive a 15 minute rest break for each 2 hours of overtime worked when not entitled to a meal break as per (b) above;
 - (f) Meal and rest breaks will be taken as conditions permit and may be moved to allow employees to start or complete work assignments.

23.4 **NORTHERN HOURS OF WORK**

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.

- 23.5 The Union and EPSCA may, upon mutual agreement, establish alternative work schedules.

Article 24 OVERTIME RATES

- 24.1 When working on an eight (8) hour day and five (5) day per week work schedule (Monday to Friday inclusive), overtime work shall be paid at one and one-half (1 1/2) times the basic hourly rate for all hours worked beyond the normal daily scheduled number of hours up to a maximum of 2 hours per day. All hours in excess of 10 hours per day shall be paid at two (2) times the base hourly rate.

- 24.2 When working on a ten (10) hour day and four (4) day per week work schedule (Monday to Friday inclusive), overtime work shall be paid at one and one-half (1 1/2) times the basic hourly rate for all hours worked beyond the normal daily scheduled number of hours up to a maximum of 2 hours per day. All hours in excess of 12 hours per day shall be paid at two (2) times the base hourly rate.
- 24.3 Overtime work performed on Saturday, Sunday, Recognized Holidays and non-shift days shall be paid at two (2) times the basic hourly rate.
- 24.4 When an employee is required to return to work without an eight (8) hour break, all work performed shall be paid for at the appropriate overtime rate, until such time as the employee receives an eight (8) hour break.
- 24.5 Overtime shall be assigned as impartially as possible amongst all members of the crew, subject to their ability to perform the work required.
- 24.6 Nuclear Sites Only: 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.

Article 25 REST PERIOD

- 25.1 For employees working normal hours, a fifteen (15) minute rest period will be allotted, at the time directed by the Employer, for each half shift worked.
- 25.2 For employees required to work overtime, a ten (10) minute rest period will be allotted prior to the end of the normal shift before commencing overtime work.
- 25.3 For employees working overtime, a fifteen (15) minute rest period will be allotted, at the time directed by the Employer, after each two (2) hours of overtime worked.

Article 26 MEALS ON OVERTIME

- 26.1 If an employee is notified during the time they are working that they will be required to work for more than two (2) hours past their normal quitting time of the first or second shifts or for more than three and one-half (3-1/2) hours beyond the normal quitting time of the third shift, the Employer will provide a free meal to the employee after approximately two (2) hours of overtime worked and for each four (4) hours of overtime worked thereafter. An Employer shall have the option of providing a meal as set out in this article or, as an alternative, paying the employee twenty-five dollars (\$25.00). The Employee will be allowed thirty (30) minutes with pay at straight time rates to eat each meal at the time directed by the Employer. When a paid meal period overlaps a rest period, the paid meal period will supplant the rest period.

To qualify for the above-noted on a Friday for work on the first and second shifts, an employee working a forty (40) hour week will be required to work for more than four (4) hours beyond the normal quitting time of their shift.

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 (6-1/2) hours worked on Sundays or Recognized Holidays for employees who normally work the third shift

- 26.2 Where an employee has been notified the previous day, no lunch will be provided but the employee will be allowed time to eat without loss of pay.

Article 27 GENERATION PROJECTS DAILY TRAVEL ALLOWANCE AND ROOM AND BOARD

27.1 DAILY TRAVEL ALLOWANCE

- (a) A daily travel allowance will be paid by the Employers to their employees on the following basis:
- (i) If an employee lives less than fifty road-driven kilometers from the project no travel allowance will be paid.
 - (ii) If an employee lives within 50 to 70 road-driven kilometers from the Project, they shall receive the rates as set out below, travel allowance for each day worked or reported for.
 - (iii) If an employee lives within 70 to 96 road-driven kilometers from the Project, they shall receive the rates as set out below travel allowance for each day worked or reported for.
 - (iv) If an employee lives within 96 to 110 road-driven kilometers from the Project, they shall receive the rates as set out below travel allowance for each day worked or reported for.
 - (v) If an employee lives greater than or equal to 110 road-driven kilometers from the project and does not qualify for subsistence allowance under Subsection 27.2 below, they shall receive the rates as set out below travel allowance for each day worked or reported for.

For the purpose of the Collective Agreement, “road-driven kilometers” is based on the shortest available road-driven distance from where an employee lives to the project as measured through Google Maps.

Daily Travel Rates - (Generation)				
Year	27.1 (a) (ii) 50-70 road- driven KM	27.1 (a) (iii) 70-96 road- driven KM	27.1 (a) (iv) 96-110 road- driven KM	27.1 (a) (v) >110 road- driven KM
2025-05-01	30.51	35.61	40.96	46.04
2026-05-01	31.73	37.03	42.60	47.88
2027-05-01	33.00	38.51	44.30	49.80
2028-05-01	34.32	40.05	46.07	51.79
2029-05-01	35.69	41.65	47.91	53.86

- (b) Employees using company vehicles are not entitled to daily travel.

27.2 ROOM AND BOARD

(Excluding Darlington and Pickering Projects)

The following conditions will apply for employees whose regular residence* is greater than or equal to 110 road-driven kilometers from the project:

- (a) An 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; or
 - (iii) a travel allowance
- (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 north of the French River and the rates as set out below for each day worked or reported for when employed at a location south of the French River subject to Sections 27.2(c), 27.2(d), 27.3 and 27.4.

	SOUTH & NORTH 27.2 (b)
2025-05-01	\$135
2026-05-01	\$140
2027-05-01	\$145
2028-05-01	\$150
2029-05-01	\$155

- (c) To qualify for subsistence allowance an employee must maintain temporary accommodation at or near the 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.

** An employee's "regular residence" is the place where they maintain a self-contained domestic establishment (a dwelling house, apartment or similar place of residence where a person generally sleeps and eats) in which they reside, and for which they can show proof of financial commitment.*

(d) Pickering and Darlington Projects

- (i) An employee who qualifies for subsistence allowance shall receive a subsistence allowance of the rates as set out below for each day worked or reported for, subject to Sections 27.2(c), 27.3 and 27.4.
- (ii) Employees who don't qualify for board allowance and commute beyond 110 road-driven kilometers shall receive the rates as set out below for each day worked or reported for.

	Pickering & Darlington 27.2(d)(i)	27.2 (c) & (d)(ii)
2025-05-01	\$135	38.51
2026-05-01	\$140	40.05
2027-05-01	\$145	41.65
2028-05-01	\$150	43.32
2029-05-01	\$155	45.05

27.3 For projects longer than three (3) weeks, upon application and proof of membership in Local Union, payment of Room and Board will be issued for the first two weeks. Failure to provide satisfactory proof of eligibility during this period will result in cessation of payments and the recovery in two equal amounts. In the event of termination for any reason before full recovery any balance owing will be deducted.

- 27.4 An employee shall not qualify for daily travel allowance or room and board allowance as provided for in Sections 27.1 and 27.2 above when such employee reports for work but does not remain at work for their scheduled daily hours of work unless excused by an authorized representative of the Employer. Such permission shall not be unreasonably denied.
- 27.5 An employee who maintained a regular residence within the geographic area of the Local Union 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.
- 27.6 The Union recognizes the Employer's right to charge for board and other existing services. The Employer fixes the charge for board and other existing services in camps at twenty-five dollars (\$25.00) per day. This will be applied on the following basis:
- (a) An employee who remains in camp on a normally scheduled work day on which he does not work will be charged twenty-five dollars (\$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.
- 27.7 If a journeyman does not qualify for Room and Board under Article 27.2, and lives greater than 110 road-driven kilometers from the project, they shall receive daily travel as per the rates in Article 27.1(v)

Article 28 GENERATION PROJECTS: INITIAL AND RETURN TRAVEL AND TRANSPORTATION

- 28.1 On recruitment of tradespeople who live between 110 and 189 road-driven kilometers from the Project, the Employer shall pay fifty dollars (\$50.00) for the initial trip to the Project.
- 28.2 **ONTARIO RESIDENTS**
- On recruitment of tradespeople who live in Ontario, but beyond 189 road-driven kilometers

from the Project, the Employer shall pay sixty-three (0.63¢) per road-driven kilometer effective May 1, 2025, plus travel time based on one (1) hour's pay for each 96 road-driven kilometers 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.

28.3 NON-ONTARIO RESIDENTS

On recruitment of tradespeople who live outside Ontario and beyond 189 road-driven kilometers from the Project, the Employer shall pay the equivalent of the cost of public transportation plus travel time based on one (1) hour's pay for each eighty 96 road-driven kilometers 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.

28.4 To qualify for payment on Sections 28.1, 28.2 or 28.3, the employee must remain at the Project for a minimum of thirty (30) calendar days or the duration of the job, whichever is lesser. Such payment shall be included in the employee's first pay cheque. Should the employee subsequently fail to qualify for payment as noted above, the Employer will deduct the payment from the employee's final pay.

28.5 On termination of employment for reasons other than discharge for cause, an employee entitled to payment under Sections 28.1, 28.2 or 28.3 shall be entitled to return expenses calculated in the same manner as in Sections 28.1, 28.2 or 28.3 above, for the return trip from the Project to where the tradesperson lives or place of recruitment, whichever is closer to the Project. To be eligible for return payment, an employee must remain at the Project for a minimum of sixty (60) calendar days or the duration of the job, whichever is the lesser.

28.6 (a) On the Thunder Bay Project and Atikokan Project, an employee shall qualify for a return trip from the Project to their regular residence* for each thirty (30) days worked on the Project providing their regular residence is more than 460 road-driven kilometers from the Project.

(b) For each entitlement, the Employer shall pay travel expenses on the basis of the equivalent cost of public transportation plus travel time based on one (1) hour's pay for each 96 road-driven kilometers of travel to a maximum of eight (8) hours' pay.

*** An employee's "regular residence" is the place where they maintain a self-contained domestic establishment (a dwelling house, apartment or similar place of residence where a person generally sleeps and eats) in which they reside and for which they can show proof of financial commitment.**

Article 29 WELDING TESTS

- 29.1 On hire a welder must possess the satisfactory qualifications and be in possession of either a current Canadian Welding Bureau (All Position) Certificate or an equivalent Ministry of Consumer and Commercial Relations (MCCR) Certificate in accordance with Section 9 of the ASME code, as required by their Employer. It shall be at the discretion of the Employer whether a welder will be hired who does not possess the satisfactory qualifications or either one (1) of the above certificates.
- 29.2 Employees scheduled to take Canadian Welding Bureau welding tests during their period of employment shall receive a monetary grant from and as per the regulations of the Ironworkers' Trade Improvement Fund in lieu of wages and allowances lost in taking such tests. Ironworker Welders will be released from duty for necessary Canadian Welding Bureau retesting.

Article 30 TOOLS AND CLOTHING

- 30.1 Employees shall be required to provide themselves with the ordinary hand tools of their trade. The Employer will provide, insofar as is practical, separate facilities for storing the tools, but shall not be held responsible for losses, except as noted hereunder:
- (a) When personal tools valued in excess of fifteen dollars (\$15.00) are lost due to fire or radiation exposure, the Employer will consider replacement or payment value to a maximum of seven hundred and fifty dollars (\$750.00), based on the merit of each case. This will include only personal tools that a tradesperson is required to have to perform their normal duties with the Employer.
 - (b) The Employer agrees to compensate employees for tools and work clothing lost by theft or radiation exposure, as supported by claims submitted in writing with substantiating evidence to establish theft resulting from forcible entry to locked storage provided by the Employer to a maximum of seven hundred and fifty dollars (\$750.00). The Employer agrees to replace personal, tools broken on the job or lost over water to a maximum of seven hundred and fifty dollars (\$750.00).
 - (c) In the event of a loss by fire or radiation exposure at a work site, replacement or payment of the full estimated value in excess of fifteen dollars (\$15.00) but not exceeding seven hundred and fifty dollars (\$750.00) for the loss of personal clothing will be made.
 - (d) In the event of a loss by fire at an Employer-operated camp, replacement or payment of the full estimated value in excess of fifteen dollars (\$15.00) but not exceeding seven hundred and fifty dollars (\$750.00) for the loss of personal clothing will be made.
- 30.2 Employees who have obtained tools from Employer's tool crib shall be allowed sufficient time, in the opinion of Management, to return such tools to the tool crib during working hours. Employees receiving tools from such tool crib shall be held responsible for the return

of such tools in good condition, subject to normal wear and tear. On layoff, employees will be allowed reasonable time to return tools to the tool crib.

- 30.3 Gang tools are tools which are issued to a foreperson and are used by one or more members of the crew. Such tools are not identified on trade tool lists, nor are they the tools and equipment identified in Sections 30.1 and 30.2 of this Article. Such tools shall be the responsibility of the Employer.
- 30.4 An employee, upon becoming aware of the theft or loss of Employer supplied tools, or clothing, will immediately report such theft or loss to their Employer. Failures to do so will result in employees being charged for the value of the lost or stolen tools or clothing.

Article 31 PROTECTIVE CLOTHING AND EQUIPMENT

- 31.1 On jobs of an abnormally dirty nature or on jobs where acid or other chemicals damage clothing, the Employer agrees to supply gloves and coveralls.
- 31.2 On the Thunder Bay and Atikokan Projects the Employer will, without cost to the employee, supply helmet, welding gloves and protective sleeves but the employee will be responsible to return same.
- 31.3 Welding jackets, welding sleeves, welding hoods or hard hats broken or damaged on the job shall be replaced by the Employer.

Article 32 DRINKING WATER AND CLOTHES ROOM

- 32.1 Every Employer shall supply adequate drinking water (with ice when necessary and available) at all times, from covered containers having a drain faucet and individual drinking cups.
- 32.2 Every Employer shall provide or arrange at the commencement of the job, a sanitary and adequately heated, lighted and ventilated when necessary, place of shelter of adequate size, with adequate benches and tables where employees may eat their lunch, change their clothes and safely keep their tools.
- 32.3 Where the Employer does not supply a shack of their own, but arranges for facilities, as in Section 32.2 above, they shall supply a gangbox, for each shift, with lock to safeguard their employees' tools.
- 32.4 Every Employer shall arrange for or provide at the commencement of the job, sanitary, adequately heated, lighted and ventilated toilet facilities. Flush toilet facilities shall be arranged for or provided when and where available.

Article 33 RADIATION WORK

- 33.1 Local Union to be provided with a copy of Ontario Power Generation and Bruce Power LP Radiation Protection Procedures and any revisions.

Each employee will have access to their personal radiation exposure record.

Long-term employees who reach their exposure limit will be given alternate employment until they can resume radiation work.

Short-term employees will be given a guaranteed period of employment at their time of hire.

- 33.2 Employees working in a radiation area, in plastic suits of the fully enveloping type with an independent air supply, will receive \$20.00 (twenty dollars) per day. A day for the purposes of this item shall be defined as any period up to twelve (12) hours.

- 33.3 Construction Radiation Protection Assistant (R.P.A) is a Construction Trades Person who has achieved the full radiation qualification via the approved Ontario Power Generation and Bruce Power LP Training Program. This requires successful completion of the construction R.P.A. training and checkouts and the performance of R.P.A. functions while under supervision of a fully qualified Construction R.P.A. to the satisfaction of the Construction Site Safety Officer and the Station Health Physics Unit.

R.P.A. will be paid the appropriate equivalent foreperson's rate when performing an R.P.A. function and will report to the Site Safety Unit. An R.P.A. is a "qualification" and not a "trade function" irrespective of Union or trade affiliation.

Article 34 STANDOFF

- 34.1 When unable to proceed with work, an Employer may elect to Standoff part or all of a crew. 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 the Employer during normal working hours. A Record of Employment will be issued or provided electronically upon the commencement of the Standoff. No travel or subsistence allowance will be paid to an employee for the Standoff period.

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

If an employee elects lay off beyond the tenth (10th) consecutive working day, it shall be carried out in accordance with the terms of the Layoff provisions of this Agreement. An employee laid off will be issued a Record of Employment form on his/her date of layoff indicating "Layoff- Shortage of Work".

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

34.4 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.

34.5 For the purpose of this article, the following are examples, but not limited to, the appropriate application to deal with circumstances that are beyond an Employer's control:

- Used as a layover from one job to another at the same site (not to be used as a transfer of employees to another site)
- Shortage of materials
- Inclement weather

34.6 **NORTH OF THE FRENCH ONLY:**

An employee qualifying for subsistence allowance (subject to 27.2) 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.

Article 35 GRIEVANCE PROCEDURE

35.1 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 the Union. In the interests of expediting the procedures, the parties shall process grievances in the following manner:

35.2 **PRELIMINARY DISCUSSION**

Disputes arising out of the interpretation or alleged violation of this Agreement shall, if possible, be settled by discussion between the employee and/or their steward and the employee's supervisor.

35.3 FIRST STEP

If a dispute cannot be resolved by this method, the Accredited Union Representative for the Union may file a formal grievance on the prescribed form with EPSCA/the Employer. Such grievance shall be filed within fifteen (15) working days of the alleged grievous act.

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

Copies of completed grievance forms signed by the appropriate parties shall be filed by the Employer with the General Manager of EPSCA and by the Accredited Union Representative with the International Representative of the Union.

If a First Step grievance meeting is considered appropriate, the Management Committee shall comprise of EPSCA, or their designates, plus two (2) Management officials, one (1) of whom shall be a representative of the Employer against whom the grievance has been filed. The Union Committee shall comprise the Accredited Union Representative plus two (2) additional Union officials.

35.4 SECOND STEP

If a dispute has not been resolved at the First Step of the grievance procedure, the Accredited Union Representative may refer the grievance on the prescribed form to the appropriate EPSCA representative or the Employer. Such grievances shall be referred within ten (10) working days after the disposition has been issued under the First Step of this procedure. A copy of the grievance form shall be forwarded by the Accredited Union Representative to the International Representative of the Union.

The appropriate EPSCA representative or the Employer shall investigate the grievance and convene a meeting which they or the International Representative considers necessary to resolve it and give their reply on the prescribed form to the International Representative of the Union within five (5) working days from the receipt of the grievance form which was completed at First Step.

If a Second Step grievance meeting is considered appropriate, the Management Committee shall comprise the appropriate EPSCA representative or the Employer plus two (2) other Management representatives, one (1) of whom shall be a representative of the Employer against whom the grievance has been filed. The Union Committee shall comprise three (3) persons, including the International Representative and the Accredited Representative for the grievor, plus one (1) other representative of the Union.

35.5 EPSCA OR UNION GRIEVANCES

The processing of EPSCA grievances shall begin at the Second Step. EPSCA may submit either policy or specific grievances: The Union may also institute policy grievances at this Step. Such policy or specific grievances shall be submitted within thirty (30) days of the alleged grievous act.

35.6 TIME LIMITS

The time limits as to both documents and procedure 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, the employee concerned, the Union, EPSCA or the Employer 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.

35.7 Alleged unjustified termination, discharge, suspension or disciplinary action may be grieved against the griever's Employer beginning at First Step.

35.8 GRIEVANCE FACILITIES

EPSCA shall provide the necessary facilities for all grievance meetings.

Article 36 ARBITRATION

36.1 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 35, the matter may be submitted within thirty (30) days of its failure of settlement by grievance procedure by either EPSCA or the 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 this 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 (2) 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, the appointment shall be made by the Minister of Labour for Ontario upon the request of the other party. If the two (2) nominees fail to agree upon a Chair, the services of the Minister of Labour for Ontario shall be utilized and the request to the Minister may be made by either party. The arbitration board, when selected or appointed, shall 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.

36.2 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.

36.3 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.

36.4 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 37 NO STRIKE -NO LOCKOUT

37.1 There shall be no strikes or lockouts so long as this agreement continues to operate.

Article 38 DE NOVO

38.1 The parties agree there is benefit to continue addressing the material and physical well-being of our members. In support of the objectives of the De Novo Treatment Centre Program, 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 contribute \$0.05 per hour worked as set out in the wage schedules attached hereto. The reflected deductions shall be forwarded from the respective Employer association and Union field dues checkoffs listed in this Agreement.

Article 39 INDIGENOUS CONTENT COMMITMENT

39.1 Where an Indigenous commitment has been established on a project, the Union will agree to the conditions required to meet the commitment. The Employer will advise the Union prior to implementing the commitments.

39.2 For a project that is less than \$250,000 field labour, and has Indigenous content commitments, the terms of this 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 40 ENABLING AGREEMENT

40.1 Where a particular Article or Articles of this Collective Agreement is or are found to work a hardship in a specific Local Union jurisdiction territory, the terms and conditions in this Agreement for that Local Union area may be modified for a particular project by the mutual consent of the Local Union and the Employers when they deem it prudent. Such amendments made shall be submitted to the International Office and EPSCA for ratification.

It being understood and agreed that where mutual agreement for change cannot be achieved the request shall not be subject to either grievance or arbitration.

Article 41 EQUITY, DIVERSITY, AND INCLUSION

41.1 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 Electrical Power Systems sector. To further this goal, EDI initiatives shall be a standing agenda item at regularly scheduled meetings between the parties.

Article 42 RESPECT IN THE WORKPLACE

42.1 The Union commits to training its members in “Respect in the Workplace”.

Article 43 TERM OF AGREEMENT

43.1 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 twelve (12) months unless at least sixty (60) days prior to the end

of any twelve (12) month effective period either party serves written notice upon the other that it desires cancellation, revision, or modification of any provision or provisions of this Agreement.

In witness whereof, EPSCA and the Union have caused this agreement to be executed in their names by duly authorized representatives at this 22 day of April, 2025.

FOR EPSCA:

Alex Lolua

Alex Lolua

FOR IRONWORKERS

James Hannah

James Hannah

APPENDIX I
to the
Collective Agreement
between
THE ELECTRICAL POWER SYSTEMS CONSTRUCTION ASSOCIATION
and the
INTERNATIONAL ASSOCIATION OF BRIDGE,
STRUCTURAL AND ORNAMENTAL IRON WORKERS
May 1, 1990 – April 30, 1992

If members of the Union are to be engaged in fence erection, the master portion articles of this Agreement shall apply in full with the exception of Article 16, Vacation and Recognized Holiday Pay; Article 14, Wages; Article 23, Hours of Work; Article 24, Overtime Rates; Article 17, Welfare and Pension Plans; Article 12, Apprentices; and Article 18, Ironworkers' Trade Improvement Plan, which are amended as follows:

Article 16 - Vacation and Recognized Holiday Pay

The vacation and recognized holiday pay rate shall be ten percent (10%) (six percent [6%] vacation and four percent [4%] in-lieu of recognized holidays) of total earnings.

Article 14 - Wages

The wage rates for employees engaged in fence erection shall be as follows:

Subforeman- Fence Erector rate plus fifty-four cents (54¢) per hour.

	<u>% of J'Man</u>
Fence Erector	75
Fence Erector Helper "A"	70
Fence Erector Helper "B"	60

Following completion of not more than three (3) months of continuous employment, an employee classified as Fence Erector Helper "B" shall be reclassified to Fence Erector Helper "A", and be paid the appropriate rate.

Article 23 -Hours of Work

The normal hours of work for employees engaged in fence erection shall be forty-four (44) hours made up of four (4) days of nine (9) hours each, Monday to Thursday inclusive, and eight (8) hours on

Friday.

Article 24 - Overtime Rates

One and one-half (1-1/2) times the basic rate for hours worked in excess of normal hours in any one (1) day, Monday to Friday and for all hours worked on Saturdays and the Statutory Holidays listed in the master portion of this Agreement. Two (2) times the basic rate will be paid for all hours worked on Sundays.

Article 17- Welfare and Pension Plans

Not applicable.

Article 18 - Ironworkers' Trade Improvement Plan

Not applicable.

APPENDIX II LINES AND STATIONS

All other terms and conditions in collective agreement will apply to work on Lines and Stations unless modified or supplemented' by this Appendix. In the event of a conflict between language in the collective agreement and the language in the Lines and Stations Appendix, the language in the Lines and Stations Appendix will prevail.

Article 1 - Foreperson/Senior Foreperson *

- 1.1 There shall be a Senior Foreperson classification. For clarity, Article 10 – Forepeople and Subforepeople- applies to the Foreperson and Senior Foreperson classifications.
- 1.2 The rate of pay for Forepersons and Senior Forepersons working for Hydro One will be established provincially. This provincial rate will be calculated as the average of the base hourly foreperson/senior foreperson rate for all locals covered by the collective agreement.
- 1.3 The Senior Foreperson differential will be 15%.

Article 2- Foreperson in Training *

- 2.1 The parties agree to establish the Foreperson in Training (FIT) classification. It is understood that FITs hold responsible positions in the relationship between the Employer and the Union. Recognizing the responsibilities involved in being a supervisor and a member of the Union, the Employer and the Union will make every effort to minimize problems that may arise which concern the relationship between the FIT, the Employer and the Union.

The parties recognize the responsibilities of FITs to discharge their managerial duties. If the Union feels that the FIT is not discharging his/her managerial duties in a manner that is fair and equitable or if the Employer feels that the Union is interfering with the FIT in the performance of his/her managerial duties, the Employer and the accredited Union Representative shall discuss for resolution. If the matter cannot be resolved, the grievance procedure may be invoked by either party.

(*) Article applies to direct Hires of Hydro One Only

The selection of FITs will be the responsibility of the Employer. Nothing regarding the selection of FITs is subject to the grievance procedure. For clarity, the specific criteria utilized, or the selection of FITs will not be subject to the grievance procedure. When making appointments, the Employer will give consideration to those employees presently employed.

The retention of FITs will be the exclusive right of the Employer. In the interest of efficiency and productivity, the Employer shall have the right to move FITs from construction site to construction site.

The FIT differential shall be 8% above the journeyman wage rate as set out in the existing wage schedules. The rates of pay for all FITs covered by this Agreement will be set forth in the current wage schedules.

FITs may be required to work with the tools where the crew size is six (6) or less Union members. In all instances, the primary responsibility of the FIT shall be to perform his/her safety and supervisory duties".

Article 3 – Mobility

- 3.1 In order to address the issues of crew consistency, timeliness and cost competitiveness, the parties agree that the following shall constitute the principles that will govern mobility for the term of the collective agreement.
1. When performing work on a new construction project that spans multiple local Union geographic jurisdictions, the EPSCA owner/contractor shall have the opportunity to keep the crew intact, and move the entire crew across geographic jurisdictions.
 2. The EPSCA owner/contractor will inform the local Union hall of who the "travellers" are, the classifications they occupy and the local they belong to *in advance* of beginning work in the new geographic area (e.g. at the mark-up meeting, if one is required for the specific project).
 3. Where mutually agreeable, the EPSCA and/or the Employer may agree to modify the make-up of the crew by replacing incumbent "travellers" with local members on the local Union's out-of-work list".

Article 4- Union Stewards *

- 4.1 The provisions of Article 4.6 are not applicable to Union Stewards in Lines and Stations. Lines and Stations Union Stewards shall be notified of all overtime work. Additionally, for Lines and Stations work, a steward shall be given the first opportunity to work overtime provided they are able to perform the work required and is currently working on the site where the overtime is being worked. If overtime is scheduled on a non-scheduled work day, the Steward will be given the first opportunity to work overtime, providing they are qualified to perform the work.

(*) Article applies to direct Hires of Hydro One Only

Article 5 – Lines and Stations Construction Daily Travel Allowance and Room and Board

5.1 DAILY TRAVEL ALLOWANCE

The daily travel allowance will be paid by the Employers to their employees who are not living in camp or receiving a subsistence allowance as referred to in Section 5.3, on the following basis:

- (a) If an employee lives less than fifty (50) road-driven kilometers from the work

location, no travel allowance will be paid.

- (b) If an employee lives fifty (50) to seventy (70) road-driven kilometers from the work location, they shall receive the rates as set out below travel allowance for each day worked or reported for.
- (c) If an employee lives seventy (70) to ninety-six (96) road-driven kilometers from the work location, they shall receive the rates as set out below travel allowance 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 work location they shall receive the rates as set out below travel allowance 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 work location and does not qualify for subsistence allowance under Section 5.5 below, they shall receive the rates as set out below travel allowance for each day worked or reported for, provided they continue to travel greater than or equal to one hundred and ten (110) road-driven kilometers daily.

Daily Travel Rates - (Transmission)				
Year	5.1 (b) 50-70 Rd kms	5.1 (c) 70-96 Rd kms	5.1 (d) 96-110 Rd kms	5.1 (e) >110 Rd kms
2025-05-01	29.18	33.68	38.22	41.12
2026-05-01	30.35	35.03	39.75	42.76
2027-05-01	31.56	36.43	41.34	44.47
2028-05-01	32.82	37.89	42.99	46.25
2029-05-01	34.13	39.41	44.71	48.10

5.2 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 or declared assembly point, depending on where the employee is directed to report.

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

5.4 Employees using company vehicles are not entitled to daily travel.

5.5 ROOM AND BOARD

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 work location:

- (a) An Employer may supply either:
 - (i) room and board in camp or a good standard of board and lodging within a reasonable distance of the work location; or
 - (ii) a subsistence allowance; or
 - (iii) a travel allowance
- (iv) 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 north of the French River and the rates as set out below for each day worked or reported for when employed at a location south of the French River, subject to Sections 5.5(b), 5.6, and 5.7.

Room and Board Rates (Transmission)	
	5.5 (iv) SOUTH & NORTH
2025-05-01	\$135
2026-05-01	\$140
2027-05-01	\$145
2028-05-01	\$150
2029-05-01	\$155

* For the purpose of this Article, "regular residence":

- (i) for metropolitan areas (Toronto and Hamilton) is the place where an employee maintains a permanent self-contained domestic establishment (a dwelling house, apartment or similar place of residence where a person generally sleeps and eats) in which they reside, and for which they can show proof of financial commitment.
- (ii) for all other areas, shall be deemed to be the city or town hall of the municipality where an employee maintains a permanent self-contained domestic establishment described in (i) above. In those municipalities where a city or town hall does not exist, then the post office serving their permanent self-contained domestic establishment will apply.

- (b) To qualify for subsistence allowance an employee must maintain temporary accommodation at or near the work location. Employees who travel daily to locations greater than or equal to one hundred and ten (110) road-driven kilometers from the work location will be entitled to the rates as set out below for each day worked or reported for.

	5.5 (b) Daily Travel in Room and Board
2025-05-01	40.48
2026-05-01	42.10
2027-05-01	43.78
2028-05-01	45.53
2029-05-01	47.35

- 5.6 For projects longer than three (3) weeks, upon application and proof of membership in Local Union, payment of Room and Board will be issued for the first two weeks. Failure to provide satisfactory proof of eligibility during this period will result in cessation of payments and the recovery in two equal amounts. In the event of termination for any reason before full recovery any balance owing will be deducted.
- 5.7 An employee shall not qualify for daily travel allowance or room and board allowance as provided for in Sections 5.1 and 5.3 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. Such permission shall not be unreasonably denied.
- 5.8 The Union recognizes the Employer's right to charge for board and other existing services. The Employer fixes the charge for board and other existing services in camps at twenty-five dollars (\$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 twenty-five dollars (\$25.00) per day, unless they are excused from work by 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.
- 5.9 If an apprentice does not qualify for Room and Board under Article 5.5 and lives greater than or equal to 110 road-driven kilometers from the project, they shall receive daily travel rates as per the rates in Article 5.1 (e).
- 5.10 If a journeyman does not qualify for Room and Board under Article 5.5, and lives greater than or equal to 110 road-driven kilometers from the project, they shall receive daily travel as per the rates in Article 5.1 (e).

Article 6 – Initial and Return: Travel and Transportation

- 6.1 On recruitment of tradespeople who live between one hundred and ten (110) and one hundred and eighty-nine (189) road driven kilometers from the Project, the Employer shall pay fifty dollars (\$50.00) for the initial trip to the Project.
- 6.2 **ONTARIO RESIDENTS**
- On recruitment of tradespeople who live in Ontario, but beyond one hundred and one hundred and eighty-nine (189) road-driven kilometers from the Project, the Employer shall pay thirty-seven cents (37¢) per road-driven kilometer effective May 1, 2025, plus travel time based on one (1) hour's pay for each ninety-six (96) road-driven kilometers 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.
- 6.3 **NON-ONTARIO RESIDENTS**
- On recruitment of tradespeople who live outside Ontario and beyond one hundred and eighty-nine (189) road-driven kilometers from the Project, the Employer shall pay the equivalent of the cost of public transportation plus travel time based on one (1) hour's pay for each ninety-six (96) road-driven kilometers 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.
- 6.4 To qualify for payment on Sections 6.1, 6.2 or 6.3, the employee must remain at the Project for a minimum of thirty (30) calendar days or the duration of the job, whichever is lesser. Such payment shall be included in the employee's first pay cheque. Should the employee subsequently fail to qualify for payment as noted above, the Employer will deduct the payment from the employee's final pay.

- 6.5 On termination of employment for reasons other than discharge for cause, an employee entitled to payment under Sections 6.1, 6.2 or 6.3 shall be entitled to return expenses calculated in the same manner as in Sections 6.1, 6.2 or 6.3 above, for the return trip from the Project to where the tradesperson lives or place of recruitment, whichever is closer to the Project. To be eligible for return payment, an employee must remain at the Project for a minimum of sixty (60) calendar days or the duration of the job, whichever is the lesser.
- 6.6 (a) On the Thunder Bay Project and Atikokan Project, an employee shall qualify for a return trip from the Project to their regular residence* for each thirty (30) days worked on the Project providing their regular residence is more than four hundred and eighty (480) road-driven kilometers from the Project.
- (b) For each entitlement, the Employer shall pay travel expenses on the basis of the equivalent cost of public transportation plus travel time based on one (1) hour's pay for each ninety-six (96) road-driven kilometers of travel to a maximum of eight (8) hours' pay.

** An employee's "regular residence" is the place where they maintain a permanent self-contained domestic establishment (a dwelling house, apartment or similar place of residence where a person generally sleeps and eats) in which they reside and for which they can show proof of financial commitment.*

Article 7 - Flame Resistant Clothing*

Whereas Hydro One Inc. updated their fire resistant clothing catalog in 2021 which resulted in an increased cost to items. Therefore, that parties agreed to a 22% increase to allotment(s). The wearing of high-visibility flame and arc resistant clothing has been made mandatory on Hydro One construction sites. In recognition of this requirement, new employees hired directly by Hydro One will be issued an initial credit of \$732.00 for the clothing allotment 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 alternate items up to the value of the item being replaced per calendar year.

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

Article 8 – Hours of Work*

- 8.1 The Employer, with the mutual agreement of the Union (which shall not be unreasonably denied), may establish the following hours of work arrangement for work north of the French River:
- i. The Employer may establish a shift consisting of eight (8) consecutive ten (10) hour days at straight time followed by six (6) consecutive days off

- ii. Board allowance will be paid for all days worked. Board allowance will be as per Appendix II Article 5.3 or the Employer may pay expenses in lieu of Board Allowance”

Article 9 – Bi Weekly Pay*

The Employer reserves the right to implement bi-weekly pay for Hydro One Direct Hires only, and will notify the Union in advance of such implementation.

Article 10 - Overpayment

Hydro One Direct Hires Only: For any overpayment that amounts to \$250.00 or less, the Employer will deduct the full amount of the overpayment from 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.

(*) Article applies to direct Hires of Hydro One

APPENDIX III NUCLEAR APPENDIX

During the term of this collective agreement, the parties will meet to negotiate terms and conditions for Nuclear sites that will establish the framework for Nuclear Projects and/or outages.

This appendix will come into effect at the date of the successful completion of these negotiations and will form part of the EPSCA/Ironworker Agreement

Signed on _____

EPSCA

Ironworkers

APPENDIX A MOOSE RIVER BASIN: NORTHERN ONTARIO

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

Camp Conditions

- (a) An Employer may elect to provide free room and board in camp at no cost to the employee. Where the Employer elects to provide a camp such employees will not be entitled to receive a daily travel or room and board allowance.
- (b) When an 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 Article 26.
- (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 representative of their Employer.
- (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 189 road-driven kilometres from the project, the Employer shall pay forty dollars (\$40.00).

- (b) If an employee lives greater than 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 eighty ninety-six (96) road-driven kilometres, or portion thereof, of travel time to a maximum of 800 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.

LETTER OF UNDERSTANDING NO. 01 NORTHERN BOARD AND TRAVEL

- .1 This LOU applies to major OPG construction projects in remote parts of the Province. "Major construction project" is defined as a large scale, temporary, site-specific scope of work that may entail maintenance work or the ongoing operation of the generating station.
- .2 EPSCA, the Union and OPG will review, on a project by project basis, the board and travel and initial/return travel provisions to determine if they are adequate. Considerations include location of the work, availability of accommodations, travel time, etc.
- .3 The review will be conducted as part of the pre-bid information process (i.e. prior to awarding of the final contract).
- .4 If special funding is found to be unnecessary, the existing collective agreement provisions will apply.

STATEMENT OF UNDERSTANDING #1 EMPLOYMENT EQUITY

It is recognized by the Electrical Power Systems Construction Association and the International Association of Bridge, Structural and Ornamental Ironworkers that Employment Equity legislation will be passed during the life of this collective agreement.

The parties therefore agree to consider and address the legislation as it affects the accommodation of aboriginals and any other group designated by the legislation.

Signed at Toronto, this 29th day of June 1992

Original Signed

Original Signed

For the Electrical Power
Systems Construction
Association

For the International
Association of Bridge,
Structural and Ornamental Iron
Workers

LETTER OF UNDERSTANDING NO. 2 DEFINITION OF MAJOR

between

The Electrical Power Systems
Construction Association

and

The International Association
of Bridge, Structural and Ornamental Ironworkers

It is agreed by the parties to this understanding that any issues arising from the definition of "Major" referred to in Article 1.1 (ii) shall be referred to a joint committee co-chaired by EPSCA and the Ontario District Council President. It is not subject to the grievance/arbitration process as outlined in Articles 35.

Date Signed:

For the Electrical Power
Systems Construction
Association

For the International
Association of Bridge,
Structural and Ornamental
Iron Workers

LETTER OF UNDERSTANDING NO. 3 REMOTE HYDRO ELECTRIC SITES

Compensation for Travel Time at Remote Hydro Electric Generating Sites in the Local Areas of 759 and 786

- 1.0 The parties acknowledge that employees should have reasonable access to necessary resources for temporary accommodation.

Where an employee maintains a temporary accommodation nearest to the job site that is in excess of forty (40) road kilometers from the project, the following provisions will apply:

- If travelling to a project within 40 – 56 road km, ½ hour regular time pay.
- If travelling to a project within 57 – 80 road km, 1 hour regular time pay.
- If travelling to a project within 81 – 120 road km, 1 ½ hours regular time pay.
- If travelling to a project within 121 – 160 road km, 2 hours regular time pay.
- If travelling to a project over 160 road km, then actual travel time will be paid at the regular time rate of pay.

Travel allowance will be adjusted when the employee's work location changes.

- 2.0 An employee will travel on their own time when returning from their work location to their temporary accommodation.

- 3.0 Wrap Around:

Each employee will receive a one-time payment every forty-two (42) calendar days, contingent upon the work location's distance from their regular residence as detailed below. This payment will be issued regardless of whether the employee returns to their place of residence.

- a) If the distance is more than 110 road kilometers: \$100 (one hundred dollars)
- b) If the distance is more than 360 road kilometers: \$250 (two hundred and fifty dollars)
- c) If the distance is more than 600 road kilometers: \$500 (five hundred dollars)

Dated this 26th day of November 1998

Original Signed

Neil Donnelly
EPSCA

Fred Marr
Ironworkers

**LETTER OF UNDERSTANDING NO. 04 EMPLOYMENT REFERRALS TO
NUCLEAR FACILITIES AND ONTARIO HYRDO SERVICES COMPANY**

between

**THE ELECTRICAL POWER
SYSTEMS CONSTRUCTION
ASSOCIATION**

and

**THE INTERNATIONAL ASSOCIATION OF BRIDGE, STRUCTURAL,
ORNAMENTAL AND REINFRING IRONWORKERS**

It is agreed by the parties to this understanding, that prior to any member being referred for employment at a nuclear generating facility or Ontario Hydro Services Company property, 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 to the facility 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 forms.

The Union will be notified in writing of the names of the individuals who were not successful in obtaining security clearances.

The parties to this understanding also acknowledge that this pre-clearance process does not prohibit the Union from filing a grievance on behalf of any member who is refused employment due to their failure to obtain security clearance.

Dated at Toronto this 30th day of March, 2000

J.K. Dotchin

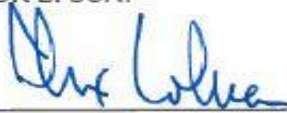
F. Marr

For the Electrical Power Systems
Construction Association

For the International Association
of Bridge, Structural, Ornamental
And Reinforcing Ironworkers.

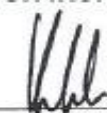
Dated at Toronto this 24 day of June, 2020

FOR EPSCA:



Alex Lolus

FOR IRONWORKERS:



Kevin Barata

LETTER OF UNDERSTANDING NO. 05 RETIRED EMPLOYEES

between

THE ELECTRICAL POWER SYSTEMS
CONSTRUCTION ASSOCIATION

and

THE INTERNATIONAL ASSOCIATION OF BRIDGE, STRUCTURAL,
ORNAMENTAL AND REINFRNCING IRONWORKERS

It is agreed that an Employer may refuse to hire a former employee who has retired and signed a waiver that they will not be re-employed.

Dated at Toronto this 30th day of March, 2000

J.K. Dotchin

F. Marr

For the Electrical Power Systems
Construction-Association

For the International Association
of Bridge, Structural, Ornamental
And Reinforcing Ironworkers.

LETTER OF UNDERSTANDING NO. 06 TRAINING

Between

THE ELECTRICAL POWER SYSTEMS
CONSTRUCTION ASSOCIATION

AND

INTERNATIONAL ASSOCIATION OF BRIDGE,
STRUCTURAL, ORNAMENTAL AND REINFORCING
IRON WORKERS and REINFORCING RODMEN

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. Ironworkers 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
 - Fire Safety
 - Traffic Control
 - WHMIS
 - Working at Heights/ Fall Protection
 - Fork Lift
 - Elevated Work Platform
 - Electrical Safety Awareness
 - Propane Safety Awareness
 - Powder activated tools
3. The parties agree that EPSCA owners/contractors can request workers with industry standard training (as outlined above).

Dated at Toronto this 24 day of June, 2020

FOR EPSCA:



Alex Lolua

FOR IRONWORKERS:



Kevin Bayliss

**LETTER OF UNDERSTANDING NO. 07 RE: IMPLEMENTATION OF WAGE
SCHEDULES AND AGREEMENT**

Between

THE ELECTRICAL POWER SYSTEMS
CONSTRUCTION ASSOCIATION

AND

INTERNATIONAL ASSOCIATION OF BRIDGE,
STRUCTURAL, ORNAMENTAL AND REINFORCING
IRON WORKERS and REINFORCING RODMEN

The parties will have 60 calendar days from ratification to review, approve and implement the wage schedules and the new collective agreement.

LETTER OF UNDERSTANDING NO. 08 RE: APPRENTICES

Between

THE ELECTRICAL POWER SYSTEMS
CONSTRUCTION ASSOCIATION

AND

INTERNATIONAL ASSOCIATION OF BRIDGE,
STRUCTURAL, ORNAMENTAL AND REINFORCING
IRON WORKERS and REINFORCING RODMEN

1. The Union and the Employer shall maintain a balanced apprenticeship program. All levels of apprentices shall be made available.
2. If an apprentice does not qualify for Room and Board under Article 27.2, and lives greater than 110 road-driven kilometers from the project, they shall receive daily travel rates as per the rates in Article 27.1 (v).
3. The Joint Training and Apprenticeship Committee (JTAC) shall allow for participation of EPSCA and/or an Employer Delegate.

LETTER OF UNDERSTANDING NO. 09 6 X 3 SCHEDULE – NUCLEAR ONLY

Between

THE ELECTRICAL POWER SYSTEMS
CONSTRUCTION ASSOCIATION

AND

INTERNATIONAL ASSOCIATION OF BRIDGE,
STRUCTURAL, ORNAMENTAL AND REINFORCING
IRON WORKERS and REINFORCING RODMEN

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 to be utilized on the FCFR project at Bruce. Other work programs may be included upon mutual consent of EPSCA and the Union.

This shift schedule is intended for work durations of at least sixty-three (63) days, however, it is recognized that unforeseen circumstances may require an interruption, suspension or 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.

It is intended that this schedule will be worked on a six (6) day, ten (10) hour per day schedule, with two (2) hours paid in accordance with Article 24 - Overtime Rates after eight (8) hours per day Monday to Friday.

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, with the exception of approved time off by the Employer, the Employer will pay the applicable room and board for the six (6) days on the scheduled rest rotation no later than the end of the third rotation

following the end of the scheduled rest rotation.

Where an employee is laid off on their last shift prior to their first scheduled rest rotation, and where the employee worked all preceding shifts in the rotation before the scheduled rest rotation, with the exception of approved time off by the Employer, the Employer will pay the applicable room and board for the six (6) days on the scheduled rest rotation.

If an Employer intends to assign employees to this schedule, notice will be provided to the Union no less than seven (7) calendar days before the assignment.

Any disputes that arise from the application of this schedule shall be referred to the Nuclear Projects Agreement Project Committee.

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 of one-fifth (1/5) of the straight time hourly rate.

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 of one-fifth (1/5) of the straight time hourly rate.

All Shifts

Regularly scheduled hours of work on Saturday, Sunday, 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.


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

Overtime Rates

This is to clarify that overtime will be paid in accordance with Article 24 – Overtime Rates.

Dated at Toronto this 24 day of June, 2020

FOR EPSCA:



Alex Lolua

FOR IRONWORKERS:



Kevin Bryson

**LETTER OF UNDERSTANDING NO. 10 TAXABLE ACCOMMODATION
BENEFIT (TAB)**

Between

THE ELECTRICAL POWER SYSTEMS
CONSTRUCTION ASSOCIATION

AND

INTERNATIONAL ASSOCIATION OF BRIDGE,
STRUCTURAL, ORNAMENTAL AND REINFORCING
IRON WORKERS and REINFORCING RODMEN

For the duration of this Letter of Understanding, Article 27.7, LOU NO. 8 RE: Apprentices item 2, and Appendix II Lines and Stations Article 5.10 and Article 5.11 will be suspended, and the terms outlined in this LOU will take precedence.

For employees that do not qualify for Room and Board allowance under the collective agreement in Article 27 and Appendix II, Article 5 and live greater than 110 road-driven kilometers from the project, they shall receive \$100.00 per day worked or reported for. To qualify, an employee must maintain temporary accommodation at or near the project site and provide evidence of their financial commitment. The Employer retains the right to request receipts for the purpose of verifying ongoing eligibility. For clarity, this is a taxable allowance, and employees will not be entitled to receive both daily travel allowance and TAB.

This LOU will come to an end with the collective agreement expiry. The parties shall convene after November 1, 2027, to assess this LOU. Subsequently, either party may exercise the option to provide written notice and opt out of this LOU if the intent is not met.

LETTER OF UNDERSTANDING NO. 11 INDIGENOUS EMPLOYMENT PARTNERSHIP (HYDRO ONE)

Between

THE ELECTRICAL POWER SYSTEMS
CONSTRUCTION ASSOCIATION

AND

INTERNATIONAL ASSOCIATION OF BRIDGE,
STRUCTURAL, ORNAMENTAL AND REINFORCING
IRON WORKERS and REINFORCING RODMEN

Indigenous Employment Partnership

The parties acknowledge the traditional lands and treaty territories of the Indigenous communities of Ontario and are committed to a strong, inclusive, meaningful 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 parties recognize that barriers exist that may prevent or minimize Indigenous participation in labour participation and contracting. As part of the parties commitment to advancing real action on reconciliation this agreement is aimed making progress on this work and actively working to address historic and current barriers.

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 Hydro One) Collective Agreements. This agreement shall apply to projects covered by Hydro One's 50/50 equity partnership (e.g. large scale Transmission component projects over 100 million dollars) on existing Hydro One property.
- 1.2 The parties agree that this agreement can also apply to other EPC greenfield Transmission projects upon mutual agreement.
- 1.3 Unless otherwise altered by this 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 until April 30, 2030 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 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 When workers are required on a Project, the Employer may use the following to fill the requirements:

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 Indigenous workers 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 (30 calendar days); or emergent work that may involve specific skill requirements. Any disputes that cannot be resolved shall be referred to the Project Committee.

b) Transfer between sites

Transfer workers who are already employed on a site covered under this agreement to another site. Workers previously dispatched to a project will not be laid off to accommodate such transfers.

c) Transfer same Employer different sector

Transfer Indigenous workers already working for the same Employer between sectors within the Jurisdiction of the Local Union.

Article 6.0 No-Bumping/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 workers must be already trained and qualified to perform the remaining work.

Article 7.0 Project Committee

- 7.1 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 the project sites covered under this agreement.
 - b) The parties will determine the representation, dispute resolution mechanisms and terms of reference for the project committee covered under this agreement within 90 days of signing this agreement.
 - c) This project committee will deal with disputes and issues 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. Any discussions at the project committee shall be without prejudice to any matters referred to the OLRB.
 - 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 8.0 Indigenous Commitments

- 8.1 The Union will cooperate in meeting the Indigenous content commitments that have been established at the project sites.

- a) For established Indigenous Businesses (at least 51% Indigenous Ownership by Participating First Nations or Participating First Nations Members), the parties agree to accommodate name hires of up to 50%, provided the personnel join the respective trade Union for the scopes of work they are executing, are qualified, and available to complete the scopes of work. In the event Indigenous ownership is less than 51%, the Employer will accept a Band Council Procedure Regulations or Letter of Direction from Chief and Council or Metis Council (leadership) confirming an Indigenous Business should ownership be less than 51%.

- b) For Non-indigenous Businesses, the Union will cooperate in engaging Indigenous workers for Project work to meet Indigenous hiring commitments, provided the personnel join the respective trade Union for the scopes of work they are executing, are qualified, and available to complete the scopes of work.

Article 9.0 Enablement

- 9.1 The terms and conditions of this agreement for projects under this Agreement may be modified by the mutual consent of the Union and EPSCA when they deem it prudent. It is understood and agreed that where mutual agreement for such a change cannot be achieved, the request shall not be subject to either grievances or arbitration.

Article 10.0 Apprenticeship

- 10.1 The parties agree to work together in good faith to increase the number of Indigenous workers on the projects covered by this Agreement.

This Agreement shall be added as an appendix to the current collective agreement and each renewal collective agreement occurring during the term of this Agreement, and shall remain in force and enforceable until April 30, 2030, notwithstanding the status (enforceability) of a collective agreement to which it may be appended.