

**COLLECTIVE AGREEMENT**

**by and between**

**THE ELECTRICAL POWER SYSTEMS  
CONSTRUCTION ASSOCIATION**

**(hereinafter called “EPSCA”)**

**and the**

**INTERNATIONAL UNION OF  
OPERATING ENGINEERS**

**(hereinafter called the “Union”)**

**May 1, 2020 - April 30, 2025**

**EPSCA/INTERNATIONAL UNION OF OPERATING ENGINEERS'  
COLLECTIVE AGREEMENT**

**INDEX**

		Page
Article 1	Recognition	2
Article 2	Classifications	3
Article 3	Executive Committees	3
Article 4	Project Committees	4
Article 5	Accredited Union Representatives	5
Article 6	Union Stewards	5
Article 7	Advance Notice	6
Article 8	Work Assignment	7
Article 9	Jurisdictional Disputes	9
Article 10	Union Security	11
Article 11	Employment	12
Article 12	Key Tradesman	15
Article 13	Recall	15
Article 14	Foremen	16
Article 15	Wages	18
Article 16	Pay Procedure	18
Article 17	Call-In Pay	20
Article 18	Reporting Pay on 8 Hour and 10 Hour Shifts	20
Article 19	Inclement Weather Pay	21
Article 20	Generation Projects	21
	Daily Travel Allowance and Room and Board	
Article 21	Travel and Transportation	25
Article 22	Standoff	27
Article 23	Rest Period	28
Article 24	Lunchroom Facilities	28
Article 25	Meals on Overtime	29
Article 26	Tools and Clothing	30
Article 27	Protective Clothing and Equipment	31
Article 28	Apprenticeship and Trades Training	32
Article 29	Hours of Work	38
Article 30	Hours of Work Miscellaneous Provisions	41
Article 31	Shift Differential Rate	42
Article 32	Overtime Rates	42
Article 33	Vacation and Statutory Holidays	43
Article 34	Grievance Procedure	44
Article 35	Arbitration	46
Article 36	No Strike - No Lockout	47
Article 37	Benefits	48
Article 38	Association Fund	49
Article 39	Radiation Work	49
Article 40	R.P.A. Qualification	49

**EPSCA/INTERNATIONAL UNION OF OPERATING ENGINEERS'  
COLLECTIVE AGREEMENT**

**INDEX (continued)**

	Page
Article 41	50
Article 42	50
Article 43	51
Appendix A	52
Appendix B	54
Appendix C	56
Appendix D	64
Statement of Understanding 1– Employment Referrals	65
Statement of Understanding 2– Room & Board North of the French River	67
Letter of Understanding 1– Employment Practices	68
Letter of Understanding 2– Pay Practice Re Shift Differential and Overtime	69
Letter of Understanding 3– Personal Vehicle Usage – Hydro One Direct Hires	70
Letter of Understanding 4– Apprenticeship and Trades Training	71
Letter of Understanding 5– Allocation of Welfare and Pension Contributions	72
Letter of Understanding 6– Competitive Transmission Reopener	75
Letter of Understanding 7– Training	76
Letter of Understanding 8– Implementation of Wage Schedules and Agreement	78
Letter of Understanding 9– Hours of Work- North of French River -HONI Direct Hires	79
Letter of Understanding 10– Nuclear Projects Agreement	80
Letter of Understanding 11 -- 6X3 Schedule- Nuclear Only	88
Tool List	91

# **COLLECTIVE AGREEMENT**

**by and between**

**THE ELECTRICAL POWER SYSTEMS CONSTRUCTION ASSOCIATION  
(hereinafter called "EPSCA")**

**and the**

**INTERNATIONAL UNION OF OPERATING ENGINEERS'  
(hereinafter called the "Union")**

WHEREAS EPSCA is an Association formed to represent Employers 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 the exclusive bargaining agent for a bargaining unit comprised of employees as defined in Article 1

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

NOW THEREFORE the parties hereby agree as follows:

## Article 1

### RECOGNITION

1.1 EPSCA recognizes the Union as the exclusive bargaining agency for a bargaining unit comprising employees as defined in Section 1.4 and foremen as defined in Section 1.5 engaged in all construction industry work\* performed in the Province of Ontario on Ontario Power Generation Inc (OPGI), Bruce Power LP and Hydro One property for the bulk power system, save and except the building of commercial-type office facilities at urban locations remote from operating facilities.

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

1.2 The work described in Section 1.1 shall also include work on property acquired by Ontario Power Generation Inc (OPGI), Bruce Power LP and Hydro One for:

- (a) the supply of aggregate and concrete used in the construction of said facilities; and
- (b) ancillary material yards which are defined as property acquired by Ontario Power Generation Inc (OPGI) and Hydro One for the storage of materials to be used on a project by Employers.

1.3 The Union recognizes EPSCA as the exclusive bargaining representative for all Employers in respect of work performed by their respective employees in the bargaining unit set forth in Section 1.1.

1.4 The term "employee" shall include all employees of the Employers in the Operating Engineers' classifications as set in the wage schedules, save and except for:

Operating Engineers employed by an Employer signatory to the Crane and Equipment Rental Agreement with Local Union 793, when performing work covered by the scope of that agreement; and

\* ***For the purpose of The Electrical Power Systems Construction Association, the work performed is deemed to be under the responsibility of the Engineering and Construction Services Branch. The work encompasses:***

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

- 1.5 The term "employee" includes "foreman" and shall include all foremen of the Employers between the ranks of, but not including, working foreman and general foreman, save and except Operating Engineer foremen employed by an Employer signatory to the crane and Equipment Rental Agreement with Local Union 793, when performing work covered by the scope of that agreement.
- 1.6 The term "Employers" shall include individual members of EPSCA and any company, partnership, sole proprietorship, joint venture, contractor, subcontractor or any person that is bound to this agreement.
- 1.7 The "Wages", "Shift Differential Rate", "Benefits", "Overtime Rates" and "Hours of Work" Articles of this Agreement do not apply for driveway and parking lot construction and landscaping. When such work is undertaken, the wages, weekly hours of work, shift differential, benefits and overtime rates appropriate for the class and character of work shall be as established by the nearest influencing representative agreements between Local 793 of the Union and builders' exchanges, contractors' associations or contractors.
- 1.8 EPSCA and the Union agree the use of nomenclature is meant to refer to both genders.

## **Article 2**

### **CLASSIFICATIONS**

- 2.1 Classifications for the electrical power systems sector, as set forth in the wage schedules, do not establish jurisdiction. Such jurisdiction is established in accordance with Articles 8 and 9 of this collective agreement.
- 2.2 If classifications are required that are not shown in the wage schedules they will be negotiated, as required.
- 2.3 Working Foreman  
  
When the crew size is five (5) or less, including the foreman, the foreman may be required to work with the tools of the trade.

## **Article 3**

### **EXECUTIVE COMMITTEES**

- 3.1 The Union and EPSCA shall each appoint an Executive Committee. The Executive Committee of EPSCA shall consist of the Board of Directors and the

officers of EPSCA. The Committees will meet together at least annually to review matters associated with the administration of this Collective Agreement, with the intent that administrative policies will be formulated for consideration by each Executive Committee. The Executive Committees will also meet together to receive reports of joint committees established under this Agreement.

#### **Article 4**

#### **PROJECT COMMITTEES**

- 4.1 A Project Committee shall be established for each of the Major Projects and the Construction and Services Division.
- 4.2 The Committee will be responsible for conducting EPSCA/ International Union of Operating Engineers' concerns for each Major Project or Construction and Services Division and will meet quarterly or as necessary to deal with working and living conditions on the job, excluding matters which may be grieved or negotiated and disputes involving work assignments.
- 4.3 On the part of EPSCA, each Project Committee shall comprise the appropriate Manager of Construction, General Superintendent, EPSCA Representative, and a like number of contractor representatives elected from among and by the contractors on each particular Major Project or Construction and Services Division. In addition, the officers of EPSCA are ex officio members of this Committee.
- 4.4 On the part of the Union, each Project Committee shall comprise the appropriate accredited Union Representative for each Major Project or Construction and Service Division, as defined in Article 5, and may include the senior Union representatives. In addition, the officers of the Union are ex officio members of this Committee.
- 4.5 The chairman of each EPSCA Project Committee shall be appointed by EPSCA.
- 4.6 The chairman of each Union Project Committee shall be appointed by the Union.
- 4.7 Chairmanship of the meetings will alternate between the EPSCA Project Committee chairman and the Union Project Committee chairman.
- 4.8 Answers to questions raised by either party shall be given, in writing, within five (5) working days of the meeting by the party answering the questions to the party who raised the questions.

- 4.9 When an urgent answer is needed to a problem not relevant to negotiation, grievance or work assignment, the Project Committee will be called to meet within forty-eight (48) hours, where practicable, to deal with the problem. The Committee's answer will be given, in writing, to the party raising the question within forty-eight (48) hours of the meeting.
- 4.10 EPSCA and the Union will set the time and place of all Project Committee meetings.

## **Article 5**

### **ACCREDITED UNION REPRESENTATIVES**

- 5.1 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 representatives from the Union for each Major Project and a suitable number for the Construction and Services Division. The Union will notify the General Manager of 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. Such representatives, after identifying themselves to the EPSCA representative upon entering the job site, 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.
- 5.2 An Accredited Union Representative may be appointed by the International Representative to be his designate in matters requiring the involvement of the International Representative.

The International Representative will inform EPSCA, in writing, of the name, duration of, appointment and function of such designate.

## **Article 6**

### **UNION STEWARDS**

- 6.1 The Accredited Union Representatives shall inform the appropriate EPSCA Representative and the Employer of the steward, in writing, of the names of all stewards, one of whom shall be designated Chief Steward, as they are appointed and when they cease to act as stewards, except as noted below. Any steward, other than a Chief Steward, shall exercise his duties only in respect to employees of his Employer. A Chief Steward, in order to carry out his duties in respect to employees of other than his Employer, shall first involve the EPSCA Representative. Any steward shall obtain permission from his



immediate supervisor before leaving his work area for union business. Such permission shall not be unreasonably denied.

Except at Bruce Nuclear Power Development (BNPD):

Only in situations where an accredited Union Representative is unable to attend pre-job and/or mark-up meetings, may the Chief Steward be designated and attend, as part of the Chief Steward's duties, on behalf of the accredited union representative.

In cases where the Chief Steward is an employee of OPG, Bruce Power L.P. or Hydro One, he shall not be considered the Steward for the purposes of owner-only contracts. The Union shall have the right to appoint a Steward on such contracts who shall be considered the Steward with respect to employees of employers on such contracts. All Operating Engineers shall report to the Chief Steward prior to commencing work for the purpose of verifying membership and clearance to the appropriate project and/or contractor.

Notwithstanding the above, upon the Chief Steward's request, Employers on owner-only contracts will in a timely manner provide the Chief Steward with information/documentation acceptable to him to verify union status/membership of employees.

- 6.2 The Union shall receive written notice before the employment of a steward is terminated by his Employer, and provided the steward is able to perform the work required, he will be the last employee to be retained by his Employer in a layoff/standoff situation.
- 6.3 The chief steward will be informed of all scheduled overtime. Where practical, a steward, in accordance with practices set out in individual trade appendices, shall be given the first opportunity to work the overtime providing he is qualified to perform the work.
- 6.4 No foreman or subforeman shall be permitted to act as a steward.

## **Article 7**

### **ADVANCE NOTICE**

- 7.1 EPSCA will advise the Union of all new Generation Station Projects and Lines and Stations Construction Projects coming under the provisions of this Agreement for the construction field forces of the Employers.

Upon the request of the Union, EPSCA will convene a prejob conference before work commences to discuss preliminary details of the proposed work to be

performed and to establish conditions in accordance with this Agreement for the project. EPSCA will record the minutes of prejob conferences and forward them within fifteen (15) working days to the Union.

- 7.2 Subsequent prejob conferences will be convened by EPSCA before specific portions of work commence to discuss the final details of the work and to establish conditions in accordance with this agreement for that work.
- 7.3 EPSCA will provide written notice to the Union as far in advance as possible of new work and prejob conferences as noted in Sections 7.1 and 7.2 above. For work of less than one week's duration and requiring five (5) or less employees, prejob meetings must be arranged with as much advance notice as possible by the office of EPSCA, but without formal notice, in writing, unless the prejob meeting has been waived by the parties.

## Article 8

### WORK ASSIGNMENT

- 8.1 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. An Agreement or Decision of Record is one that is published by the Building and Construction Trades Department, AFL-CIO (Agreement and Decisions Rendered Affecting the Building Industry).

Where no Decision or Agreement applies, the Employer agrees to consider evidence of established practices within the industry when making jurisdictional assignments.

- 8.2 (a) 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.
- (b) When work is to be performed on a project site and it meets the following criteria: same employer, same work, same project site, the markup process will not be required. This procedure shall not preclude a Union's right to contest previously disputed work.

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

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 Union prior to work commencing. This procedure shall not preclude the Union's right to contest previously assigned work, if the work is in a Local Union jurisdiction other than the one it was marked up in.

- (c) When an Employer has work that is less than 3 weeks duration and there are ten (10) or fewer employees covered by EPSCA Collective Agreements employed on this specific work, the Union and Union affiliates will be notified of the scope of work and the Employer's proposed work assignments. The Unions 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.
- (d) All work that does not meet the criteria set out in clauses 8.2(b) or 8.2(c) will be reviewed and assigned at a markup meeting.
- (e) EPSCA will provide written notice to the Union as far in advance as possible of markup meetings. The Unions may attend these markup meetings, and every effort will be made to settle questions of jurisdiction before the work is expected to commence.
- (f) The Employer who has the responsibility for the work shall make a proposed assignment of the work involved. The Employer shall be responsible for providing copies of proposed assignments to the Union at the markup meeting. The Employer will specify a reasonable time limit for the Unions involved to submit evidence of their 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 Unions of the final assignments prior to the work commencing.
- (g) 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.
- (h) The parties recognize that circumstances may arise, particularly with discovery and emergency work, where the process set out above may not be practical or possible, however reasonable effort will be made by the Employer to adhere to the appropriate trade jurisdiction.

## Article 9

### **JURISDICTIONAL DISPUTES**

- 9.1 (a) In the event there is a jurisdictional dispute which 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.

Any Union shall have the right to elect to pursue or respond to any jurisdictional disputes at the Plan for the Settlement of Jurisdictional Disputes in the Construction Industry. In the event the Union elects to pursue or respond to the jurisdictional disputes at the Plan for the Settlement of Jurisdictional Disputes in the Construction Industry, clauses 9.1(b), 9.2, 9.3, and 9.4 will apply.

In the event another Union (or other Unions) has (have) the option to pursue jurisdictional disputes at the Ontario Labour Relations Board, the Union shall have the right to pursue or respond to any jurisdictional disputes at the Ontario Labour Relations Board when these Unions are involved in the jurisdictional dispute.

In the event the Union elects to pursue or respond to the jurisdictional dispute at the Ontario Labour Relations Board, clauses 9.1(b), 9.2, 9.3 and 9.4 will NOT apply.

- (b) In the event that a jurisdictional dispute arises over a work assignment, 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. Any Union which protests that a contractor has failed to assign work in accordance with the procedures specified above, shall remain at work and process the complaint through its international office. 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 Impartial Jurisdictional Disputes Board authorized by the Building Trades Department.

- 9.2 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. In the event that the International Office of the Union elects not to file with the Plan for the Settlement of Jurisdictional Disputes in the Construction Industry, EPSCA agrees to file the dispute at the Plan for the Settlement of Jurisdictional Disputes in the Construction Industry at the request of the International Representative of the Union. Those Unions and Employers involved

shall advise the Union and EPSCA respectively, in writing, of an intent to submit a jurisdictional dispute to the Impartial Jurisdictional Disputes Board and will identify the work in question. An arbitration decision under the Plan for the Settlement of Jurisdictional Disputes in the Construction Industry will be final and binding to the parties to this Agreement with no further recourse to the Ontario Labour Relations Board on the issue decided by the Plan for the Settlement of Jurisdictional Disputes in the Construction Industry.

- 9.3 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.
- 9.4 In the event that an arbitration decision under the Plan for the Settlement of Jurisdictional Disputes in the Construction Industry is not rendered within sixty (60) days of the disputed assignment being referred to the Plan, EPSCA and/or the Union shall have recourse to the Ontario Labour Relations Board for a decision provided it is processed as a jurisdictional dispute.
- 9.5 When a jurisdictional dispute exists in the electrical power systems sector, upon request by the International Representative of either of the Unions involved, Employers shall furnish the International Representative with a letter from a duly authorized official of the Employer on the Employer's stationery, stating that the Union requesting the letter was employed on specific types of work on a given project. The Union requesting the information will supply the Employer with the name of the other Union involved in the dispute and the Employer will provide that Union's International Representative with a copy of the letter being given to the requesting Union.
- When a jurisdictional dispute exists in the electrical power system sector between Unions and upon written request by the International Representative of the Union, the Employer shall supply the International Representative of the Union involved 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.
- 9.6 In the event the Union elects to pursue or respond to the Jurisdictional Dispute at the Ontario Labour Relations Board as governed by 9.4 above, 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 misassignment 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, clause 9.6 shall not apply where the Jurisdictional Dispute and the misassignment of work involves the same employer and the same work, and on the same job previously the subject of a Jurisdictional Dispute

before the Ontario Labour Relations Board or the Plan for the Settlement of Jurisdictional Disputes in the Construction Industry.

- 9.7 The board panel appointed by the Ontario Labour Relations Board will govern its decision pursuant to its normal criteria.
- 9.8 In the event the Union elects to pursue or respond to the Jurisdictional Dispute at the Ontario Labour Relations Board as governed by 9.4 above, the decision of the panel of the Ontario Labour Relations Board will be final and binding upon the parties to this agreement with no further recourse to the Plan on the issue decided by the Ontario Labour Relations Board

## **Article 10**

### **UNION SECURITY**

#### 10.1 UNION MEMBERSHIP

(a) Employees

As a condition of employment, all employees covered by this Agreement shall either be members of, or will apply for membership in, the Union within seven (7) days of employment. It shall also be a condition of continued employment that employees maintain their union membership in good standing.

(b) Foremen

As a condition of employment, all foremen covered by this Agreement shall either be members of, or will apply for membership in, the Union within seven (7) days of employment. It shall also be a condition of continued employment that foremen maintain their union membership in good standing.

#### 10.2 CHECKOFF

The Employers shall deduct union initiation fees and dues from their employees' and foremen's wages. Such fees and dues will be deducted weekly or monthly and transmitted to the designated official of the Union, on or before the 15th day of the month following the month in which deductions are made, together with full checkoff lists of employees and foremen subject to checkoff.

The Union shall indemnify EPSCA and the Employers for any liability arising from the deduction of initiation fees and dues.

Subject to 10.3 below, the Union, through its International Office, will notify EPSCA, in writing, of the appropriate initiation fees and Union dues and of any changes to such fees and dues.

The Employer will check off initiation fees on receipt from the Union signed by the employee.

- 10.3 Wage schedule, dues and remittance changes are to be provided in writing to EPSCA and changes shall only take place during the month of July of each calendar year. The effective date of such changed wage schedules, dues and remittances shall be the date of issuance.

Dues deduction amounts to be converted to a cents/hr amount and reflected on the wage schedule.

Union Dues for this Local are:

- 2% of the total wage package plus \$23.75 per month effective July 1, 2014.
- 2% of the total wage package plus \$24.25 per month effective July 1, 2015.

- 10.4 The Union may designate dues from any of the following options:

- a fixed dollar amount per month,
- a fixed percentage of vacationable gross earnings per month,
- a fixed cents per hour worked or paid,
- a fixed cents per hour worked or paid plus a fixed dollar amount per week or month,
- a fixed dollar amount per month plus a percentage of vacationable gross earnings.

Regardless of the option selected, the Employer will only remit monies to a single location. Any redistribution is the responsibility of the Union. By mutual agreement with the Union, an Employer may elect to continue current administrative practices relative to the deduction of union dues.

## **Article 11**

### **EMPLOYMENT**

- 11.1 (a) For purposes of this Article, a geographic area will be established for each Major Project and geographic areas for the Construction and

Services Division. The size of these geographic areas will be dependent upon the location of the work and the trade concerned.

- (b) The boundaries of the geographic areas will be jointly established at prejob conferences.
- 11.2 An office will be established by EPSCA, or the Employer with the approval of EPSCA, for each Major Project and the Construction and Services Division. A purpose of this office will be to co-ordinate employment as specified in this Article.
- 11.3 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 11.1(a), who will be responsible for co-operating in the referral and employment of reliable and competent union members.
- 11.4 EPSCA, or the Employer with the approval of EPSCA, will notify the appropriate Unions of future manpower requirements for all employees coming within the scope of this Agreement.
- 11.5 Where key tradesmen are required, Employers reserve the right to employ and transfer key tradesmen to effectively utilize their special skills, having regard for the special requirements of thermal, nuclear or hydraulic generation projects and transmission and transformation construction.
- 11.6 The employment of additional tradesmen and apprentices, excluding key tradesmen and tradesmen employed through the Employment Request Article, 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 local union office for tradesmen and apprentices required. The request will include a description of the work, the number of qualified tradesmen and apprentices required, and the name of the Employer for whom the tradesmen 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 office. As much as their out-of-work lists will permit, the Union will supply members on a fan-out basis from the project or work location.

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

The Union will co-operate with the Employer and advise the EPSCA office of the name, address and telephone number of members being referred for work with Lines and Stations Construction as soon as they are known.



- (c) If, after a request has been made, the Union is unable to supply sufficient tradesmen and apprentices to meet the manpower requirements of the Employers, the Employers may employ tradesmen and apprentices who are resident within the geographic area. Such tradesmen and apprentices shall comply with the requirements of Article 10 of this Agreement. EPSCA shall promptly notify the Accredited Union Representative, in writing, of the names, addresses, date of hire, social insurance numbers, telephone numbers, job location and classification of the persons hired.
- (d) Once the supply of suitable tradesmen and apprentices within the geographic area has been exhausted and additional tradesmen and apprentices are required, EPSCA will contact the International Representative, or his designee, in order to determine whether suitable union tradesmen and apprentices are available outside of the geographic area. EPSCA will co-operate in providing employment to such union tradesmen and apprentices on the basis that they be supplied from the nearest location where they are available.

Subject to Article 11.8, the Employer may elect to:

- i) transfer regular employees from projects under this collective agreement; or
- ii) transfer regular employees from sector to sector within the Local Union area.

The Employer agrees that such transfers as described above shall not result in the layoff or standoff of its employees on the jobsite unless the existing employees are not qualified to perform the required work.

- 11.7 Notwithstanding the provisions of Articles 11.5 and 11.6, 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 Articles 34 and 35.
- 11.8 All personnel hired shall be required to have a clearance card issued by the Union before they start work, unless other arrangements are made with the Union dispatcher. Such clearance cards will not be unreasonably withheld.
- 11.9 If the Union's hiring practice in the ICI sector exceeds the percentages of Employer selection through name hire, recall and transfers in this collective agreement, Employers under this collective agreement will be entitled to the same percentage in their hiring.

## **11.10 LAY-OFF PROCEDURE**

In the event of a lay-off of employees covered by this Agreement, the Employer shall abide by the following procedure, provided the remaining employees are capable of performing the work:

- a) First laid-off shall be applicants for membership in the Union
- b) Second laid-off shall be members of the Union from out-of-province working on permits or travel cards.
- c) Third laid-off shall be members of the Union who are in receipt of a pension from I.U.O.E., Local 793 Pension Plan, and such members shall not be recalled without a clearance card from the Union in accordance with Article 11.8.; and
- d) Last laid-off shall be all other members of the Union.

## **Article 12**

### **KEY TRADESMEN**

- 12.1 Employers may transfer key tradesmen 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.
- 12.2 The number of key tradesmen to be transferred will be jointly determined at a pre-job conference as provided for in Article 7 – Advance Notice.

## **Article 13**

### **RECALL**

- 13.1 Subject to Article 11.8, the Employer may recall former regular employees through the Union Office who have been absent from the employer up to twelve (12) months.

Regular employees shall be defined as employees who have been on the employer's payroll for sixty working (60) days or more.

## Article 14

### FOREMEN

- 14.1 It is understood that foremen hold a key position in the relationship between the Employers and the Union. Both parties agree that every effort should be made to recruit and retain foremen who have a high degree of efficiency in the performance of their jobs and in the handling of their men. Recognizing the responsibilities involved in being a supervisor and a member of a Union, the Employers and the Union will make every effort to minimize problems that may arise which concern the relationship between the foremen, the Employers and the Union.
- 14.2 Foremen are the first level of management supervision and, as such, are management representatives. In this capacity, they will exercise duties and responsibilities, as established by their Employers, and will not work with the tools of the trade, except as specified elsewhere in the collective agreement. The parties recognize the responsibility of foremen to discharge their managerial duties. If the Union feels that a foreman is not discharging his managerial duties in a manner that is fair, equitable and without bias, or if an Employer feels that the Union is interfering with a foreman in the performance of his managerial duties, the Employer or the Union may refer the problem to the Project Committee for resolution. If the matter cannot be resolved by the Project Committee, the grievance procedure may be invoked by either party.
- 14.3 The selection and retention of foremen will be the responsibility of the Employers. When making appointments to the foreman level, the Employers will give consideration to those journeymen they presently employ. The appointment of foremen in charge of composite or mixed crews will take into account the nature of the work to be done.
- 14.4 In accordance with Article 10 – Union Security and Article 14.3 above, the appropriate Union affiliation for foremen shall be determined, as follows:
- (a) Foremen appointed by internal promotion shall retain the Union membership held prior to appointment.
  - (b) Foremen recruited externally shall:
    - (i) if a Union member, continue that Union membership; or
    - (ii) if not a Union member, join the Union in keeping with the nature of the work to be done.
- 14.5 (a) The rates of pay for foremen shall be the greater of:
- (i) \$3.00 per hour above the journeyman rate; or
-

- (ii) the Employer's current practice; or
  - (iii) the rate negotiated in appropriate local agreements; except, as noted, in (b) hereunder:
- (b) The rates of pay for foremen engaged in the supervision of work covered by the "exceptions" in the Operating Engineer collective agreement shall be the greater of:
  - (i) the Employer's current practice; or
  - (ii) the locally negotiated rate for work of the same class and character.
- 14.6 When the normal weekly hours of work are amended by the "exceptions" recognized under this Agreement, the weekly hours of work for foremen shall be the same as for the tradesmen represented by the Union with which the foreman is affiliated.
- 14.7 Foremen required to work shift work other than the regular day shift shall receive the same shift differential rate as the tradesmen represented by the Union.
- 14.8 Overtime rates for Foremen for work performed outside normal hours as defined in Article 29 - Hours of Work and outside hours of work amended by the "exceptions" recognized under this Agreement, shall be the same as for tradesmen represented by the Union.
- 14.9 The Employer agrees to pay into operative welfare, pension, and supplementary unemployment benefit plans on behalf of foremen. Payments will be made on the same basis and in the same amounts as are paid on behalf of tradesmen represented by the Union.
- 14.10 To maintain efficiency and productivity, an Employer shall have the right to move foremen from construction site to construction site, as determined at the pre-job conference.
- 14.11 The Employer agrees to pay into operative apprenticeship and training funds on behalf of foremen. Payments will be made on the same basis and in the same amounts as are paid on behalf of tradesmen represented by the Union.
- 14.12 On a charge-out basis, the Employer shall supply foremen with protective clothing appropriate for the conditions under which the work is being done.
- 14.13 Foremen shall be accountable, but not liable, for gang tools used by their crew.

## Article 15

### WAGES

- 15.1 The base hourly rate(s) of pay for employees in the classifications covered by this Agreement shall be as set forth in the wage schedules, attached hereto.
- 15.2 Employers whose primary function is structural steel erection and/or mechanical installations shall employ an equipment foreman for every ten (10) members on site. Such equipment foreman shall receive the base hourly rate(s) of pay contained in Article 14.5.
- 15.3 The classification of subforeman shall be published in the wage schedules of this Agreement and the base hourly rate(s) shall \$1.00 per hour above the base hourly rate(s) of the highest classification supervised.
- 15.4 Effective May 1, 2020 and until April 30, 2025 EPSCA will amend the wage schedules for the classifications referred to in Article 2 as set forth in the wage schedules, attached hereto.
- 15.5 The rates of pay for employees in the classifications set forth in the MARINE and TUNNELLING wage schedules, attached hereto, shall be as set out in such schedules and shall remain in effect until April 30, 2020.
- 15.6 Effective May 1, 2010 the base hourly rate(s) of pay for employees in the firefighter classifications shall be established as Group 4 minus \$1.00 base wage rate.
- 15.7 Effective May 1, 2010, the following classifications will be added to the wage schedule:
- Group IV - Spider-type cranes to all wage schedules
  - Off-highway aggregate haulers to all wage schedules

## Article 16

### PAY PROCEDURE

- 16.1 NORMAL
- (a) Employees shall be paid weekly and payment for any given week will be made not later than the sixth working day after the close of the payroll period, but in any event not later than Thursday of the following week. Except as provided for in 16.1(c) employees who are at work on Thursday and are not paid will be paid on Friday. Such employees will be released one (1) hour, with pay, prior to normal quitting time on Friday to

enable them to cash their cheque.

- (b) Wages shall be paid by the Employers on the job site, before quitting time, in cash or by cheque, payable at par in the locality of the job site. Accompanying each payment of wages shall be a written or electronic statement, at the employee's discretion, to be retained by the employee, setting forth:
  - (i) the period of time or the work for which the wages are being paid;
  - (ii) the rate of wages to which the employee is entitled;
  - (iii) the amount of wages to which the employee is entitled;
  - (iv) the amount of each deduction from the wages of the employee and the purpose for which each deduction is made;
  - (v) any allowance or other payment to which the employee is entitled;
  - (vi) the amount of vacation pay for which the employee is being credited;
  - (vii) the amount of statutory holiday pay for which the employee is being credited; and
  - (viii) the net amount of money being paid to the employee.
- (c) In cases of inclement weather being declared on payday, employees will receive their pay before leaving the site provided it is available on the site.

## 16.2 ON TERMINATION

- (a) An employee who voluntarily terminates his employment will be provided his final pay on the next regular payday.
- (b) An employee who is laid off from a Generation Project will have his final pay and termination documents mailed to his last known address on file with the Employer by Priority Post within five (5) working days of termination. An employee who is laid off from a Lines and Stations construction site will have his final pay and termination documents mailed to his last known address on file with the Employer within eight (8) working days of termination. This does not preclude an employee being issued his final pay and termination documents on the job prior to the five or eight-day period. After 48 hours of notifying the Employer, the Employee will be entitled to four (4) hours at straight time for each normal workday for which there is non-compliance thereafter.
- (c) An employee who is discharged shall be provided with his final pay immediately if the Employer's pay facilities are on site or as per 16.2(b) if the Employer's pay facilities are not on site.

- (d) Employers will provide one hour's notice of layoff or one hour's pay in lieu of notice to employees who are to be laid off.

When possible, the Employer shall notify the Local Union three (3) days prior to layoff.

- (e) When an employee is laid off, he will be paid for a reasonable amount of time by the Employer if he is required to travel or wait unduly before he receives his final pay.
- (f) In established cases of long-term sickness, compensable accident or jury duty, an employee will be maintained on the Employer's payroll until his normal date of layoff.

16.3 Direct deposit to be implemented at the Employers' option.

16.4 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 the timelines specified by the relevant legislation

#### **Article 17**

##### **CALL-IN PAY**

17.1 When an employee is called in to work outside of his normal hours of work, he shall receive a minimum of four (4) hours' work at the appropriate premium rate plus travel allowance where applicable. If the employee's normal hours of work commence within this four (4) hour period, the employee will be paid premium time from the time he commences work until the start of his normal hours and will revert to his normal hourly rate at the commencement of his normal hours of work.

#### **Article 18**

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

18.1 An employee who reports for work, unless directed not to report the previous day by his Employer, shall receive a minimum of a half shift's pay (4 hours or 5 hours) at the applicable rate when he reports for work, but is given no opportunity to work because none is available. This allowance will be paid to an employee if he is requested to report for any part of the first half of a shift and an additional half shift's pay (4 hours or 5 hours) will also be paid if he is requested to report for work for any part of the second half of the same shift. It is not intended by this Section that an employee receive a reporting pay allowance greater than his pay for normal daily hours.

- 18.2 An employee in receipt of reporting pay shall also receive travel or board allowance, if applicable.
- 18.3 Notwithstanding that work is available and an employee is able to commence or continue work, the Employer may shut down a job to avoid the possible loss of human life because of an emergency situation such as H2S leaks, bomb threats, fire, etc., that could endanger the life and safety of an employee. In such cases, employees will be compensated only for the actual time worked.

## Article 19

### **INCLEMENT WEATHER PAY**

- 19.1 When an employee engaged in work on power systems construction, site preparation and earth dams, reports at the beginning of a shift, but is unable to commence work because weather conditions are unsuitable, he shall receive three (3) hours' pay at the base hourly rate(s), or at the shift rate if on shift, or at the premium rate if on overtime, plus travel or room and board allowance where applicable, if the employee remains for three (3) hours at his place of work.

## Article 20

### **GENERATION PROJECTS DAILY TRAVEL ALLOWANCE AND ROOM AND BOARD**

#### DAILY TRAVEL ALLOWANCE

- 20.1 The daily travel allowance will be paid by the Employers to employees who are not receiving room and board as referred to in Section 20.2, on the following basis:
- (a) If an employee lives within forty (40) radius kilometers\* of the project, no travel allowance will be paid.

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

***Bruce G.S. "A", Bruce G.S. "B", and the Bruce Heavy Water Plants will be combined to form the Bruce Complex. Travel allowance for the Bruce complex will be calculated from the midpoint of a straight line joining the centres of the Bruce G.S. "A" and Bruce G.S. "B" turbine halls.***



- (b) If an employee lives within 40 to 56 radius kilometers of the project, he shall receive \$29.29 per day travel allowance effective May 1, 2020 (\$29.58 effective May 1, 2021, \$29.88 effective May 1, 2022, \$30.18 effective May 1, 2023, \$30.48 effective May 1, 2024) for each day worked or reported for.
- (c) If an employee lives within 56 to 80 radius kilometers of the project, he shall receive \$34.02 per day travel allowance effective May 1, 2020 (\$34.36 effective May 1, 2021, \$34.70 effective May 1, 2022, \$35.05 effective May 1, 2023, \$35.40 effective May 1, 2024) for each day worked or reported for.
- (d) If an employee lives within 80 to 97 radius kilometers of the project, he shall receive \$39.01 per day travel allowance effective May 1, 2020 (\$39.40 effective May 1, 2021, \$39.79 effective May 1, 2022, \$40.19 effective May 1, 2023, \$40.59 effective May 1, 2024) for each day worked or reported for.
- e) If an employee lives greater than 97 radius kilometers from the project and does not qualify for subsistence allowance under Section 20.2 below, he will receive \$45.10 per day travel allowance effective May 1, 2020 (\$45.55 effective May 1, 2021, \$46.01 effective May 1, 2022, \$46.47 effective May 1, 2023, \$46.93 effective May 1, 2024) provided he continues to travel greater than 97 radius kilometers for each day worked or reported for.

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

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

Employees using company vehicles are not entitled to daily travel.

If requested by an employee, the Employer shall promptly provide a map and distance calculations used to determine travel distances set out in the collective agreement.

## ROOM AND BOARD

more than 97 radius 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;

subject to Sections 20.2(b), (c), (d) and (e) below.

- (b) An employee may exercise his option not to stay in a camp or accept room and board. An employee who exercises this option and qualifies for subsistence allowance shall receive a subsistence allowance of \$95.34 effective May 1, 2020 (\$96.29 effective May 1, 2021, \$97.25 effective May 1, 2022, \$98.22 effective May 1, 2023, \$99.20 effective May 1, 2024) for each day worked or reported for when employed at a location south of the French River and \$116.18 effective May 1, 2020 (\$117.34 effective May 1, 2021, \$118.51 effective May 1, 2022, \$119.70 effective May 1, 2023, \$120.90 effective May 1, 2024), for each day worked or reported for when employed at a location north of the French River subject to Sections 20.2(c), 20.2(d) and 20.2 (e) below.
- (c) To qualify for subsistence allowance an employee must maintain temporary accommodation at or near a project. Employees who travel daily to locations beyond 97 radius kilometers from the project will be entitled to \$61.41 per day effective May 1, 2020 (\$62.02 effective May 1, 2021, \$62.64 effective May 1, 2022, \$63.27 effective May 1, 2023, \$63.90 effective May 1, 2024) worked or reported for.

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

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

- (d) An employee employed at the Pickering or Darlington Project who qualifies for a subsistence allowance as provided for above shall receive a subsistence allowance of \$82.92 per day effective May 1, 2020 (\$84.99 effective May 1, 2021, \$87.11 effective May 1, 2022, \$89.29 effective May 1, 2023, \$91.52 effective May 1, 2024) worked or reported

for.

- (e) An employee employed at the Bruce Project who qualifies for a subsistence allowance as provided for above shall receive a subsistence allowance of \$98.37 per day effective May 1, 2020 (\$99.35 effective May 1, 2021, \$100.34 effective May 1, 2022, \$101.34 effective May 1, 2023, \$102.35 effective May 1, 2024) worked or reported for.

20.3 An employee shall not qualify for daily travel allowance or room and board allowance as provided for in Sections 20.1 and 20.2 above when such employee reports for work but does not remain at work for his scheduled daily hours unless excused by an authorized representative of his Employer.

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

20.5 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 \$25.00 per day. This will be applied on the following basis:

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

20.6 All applications for daily travel allowance and room and board must be complete and filed with the Employer during the course of employment or within thirty (30) working days of hire, whichever is greater. The Employer will not be responsible for any applications filed after an employee has been laid off, has quit or has been terminated, or after thirty (30) working days as specified above.

---

- 20.7 All distances for the purposes of this Section will be determined by using Google Earth or such other electronic means as mutually agreed to by the parties.
- 20.8 All applications for daily travel allowance and room and board must be complete and filed with the Employer during the course of employment or within thirty (30) working days of hire, whichever is greater. The Employer will not be responsible for any applications filed after an employee has been laid off, has quit or has been terminated, or after thirty (30) working days as specified above.
- 20.9 When an employee's regular residence is more than four hundred (400) radius kilometres from the project, and the job or project is worked on a four ten (4x10) hour work week, the employee shall receive room and board allowance on a five (5) day basis for a regular work week. If the employee is required to work an additional ten (10) hour shift beyond the normal four ten (4x10) hour shift, the employee will be entitled to room and board allowance for an additional ten (10) hour shift worked to a maximum of seven (7) days room and board in a week.
- 20.10 If an apprentice does not qualify for Room and Board under Article 20.2, and lives greater than 97 radius kilometers from the project, he or she shall receive daily travel as per the rates in Article 20.1 (e).

## **Article 21**

### **TRAVEL AND TRANSPORTATION**

#### **21.1 INITIAL EMPLOYMENT**

On recruitment of tradesmen whose regular residence\* or place of recruitment, whichever is closer to the project, is between 80 to 161 radius kilometers from the project, the Employer shall pay \$34.00 effective May 1, 2020 for the initial trip to the Project.

\* *As defined in Article 20 or Article 21 of this Agreement, whichever is applicable.*

#### **21.2 ONTARIO RESIDENTS**

On recruitment of tradesmen whose regular residence is beyond 161 radius kilometers from the project, the Employer shall pay mileage based on \$0.41 effective May 1, 2020 per radius kilometer (\$0.42 effective May 1, 2021; \$0.43 effective May 1, 2022; \$0.44 effective May 1, 2023; \$0.45 effective May 1, 2024) plus an allowance for travel time equivalent to one (1) hour's pay for each 80 radius kilometers of travel to a maximum of eight (8) hours' pay for the

initial trip to the project from the tradesman's regular residence or place of recruitment, whichever is closer to the project.

### 21.3 NON-ONTARIO RESIDENTS

On recruitment of tradesmen whose regular residence is beyond 161 radius kilometers from the project, the Employer shall pay the equivalent of the cost of public transportation, plus an allowance for travel time equivalent to one (1) hour's pay for each 80 radius kilometers of travel to a maximum of eight (8) hours' pay for the initial trip to the project from the tradesman's regular residence or place of recruitment, whichever is closer to the project.

21.4 To qualify for payment in 21.1, 21.2 or 21.3, the employee must remain at the project for a minimum of fifteen (15) working days or the duration of the job, whichever is lesser.

21.5 On termination of employment due to a reduction of staff, an employee entitled to payment under 21.1, 21.2 or 21.3 shall be entitled to return expenses calculated in the same manner as in 21.1, 21.2 or 21.3 above for the return trip from the project to the tradesman's regular residence or place of recruitment, whichever is closer to the project. An employee whose employment terminates for any reason other than reduction of staff shall not be eligible for return payment.

### 21.6 TRANSFER

When transferring employees, the Employer shall pay the equivalent of the cost of public transportation for the initial trip to the project from the employee's most recent work location. In addition, the Employer shall pay an allowance for travelling time equivalent to the straight-time rate up to a maximum of eight (8) hours.

21.7 When an employee works continuously on a project which is beyond 483 kilometers from the employee's regular residence, the employee shall receive the equivalent of one return air fare from the nearest airport to the project to the nearest airport to the employee's regular residence, every sixty (60) calendar days. This allowance will only be paid to qualifying employees

of Employers whose primary function is structural steel erection and/or mechanical installations.

## Article 22

### **STANDOFF**

22.1 When unable to proceed with his work, an Employer may elect to Standoff part ~~or all of his crew. The parties agree Standoff is not intended to circumvent the~~

layoff procedure.

The Employer reserves the right to Standoff its employees without pay up to a maximum of ten (10) consecutive working days. Notification of Standoff will be made by the Employer during normal working hours. Upon commencement of Standoff, the Employer will provide a Record of Employment (ROE) Form or will send the ROE information electronically to Service Canada within the timelines specified by relevant legislation. No travel allowance will be paid to an employee for the Standoff period.

- 22.2 An employee who qualifies for subsistence allowance and who is placed on Standoff will be paid subsistence allowance up to a maximum of ten (10) consecutive working days. Proof of board (proper receipts) must be shown in order for subsistence allowance to be paid to an employee for the Standoff period.
- 22.3 If Standoff continues beyond ten (10) consecutive working days, an employee, at his option, may elect to remain on Standoff for an additional twenty (20) consecutive working days or be removed from Standoff. The Employer retains recall rights on employees electing to continue on Standoff. Subsistence allowance will cease after ten (10) consecutive working days on Standoff.
- 22.4 If an employee elects layoff beyond the tenth (10<sup>th</sup>) consecutive working day, it shall be carried out in accordance with the terms of the Layoff/Seniority provisions of this Collective Agreement. Upon layoff, the Employer will provide a Record of Employment (ROE) Form or will send the ROE information electronically to Service Canada within the timelines specified by the relevant legislation. The ROE will indicate "Layoff- Shortage of Work". The Employer does not retain recall rights if the employee elects Layoff.
- 22.5 Standoff shall only continue beyond thirty (30) consecutive working days with the mutual consent of the Employer and the Union, in writing.
- For the purpose of this Article, when working on a 4 x 10 hour shift arrangement, the following will apply:
  
  - eight (8) scheduled working days will be considered the equivalent of ten (10) consecutive working days.
  
  - sixteen (16) scheduled working days will be considered the equivalent of twenty (20) consecutive working days.
  
  - twenty-four (24) scheduled working days will be considered the equivalent of thirty (30) consecutive working days.

## Article 23

### REST PERIOD

- 23.1 For employees working normal hours, a fifteen (15) minute rest period will be allotted, at the time and in a reasonable location as directed by the Employer, for each half shift worked. Where a half shift is less than four (4) hours, there shall be no rest period.
- 23.2 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.
- 23.3 For employees working overtime, a fifteen (15) minute rest period will be allotted, at the time directed by the Employer, after each two hours of overtime worked.

## Article 24

### LUNCHROOM FACILITIES

- 24.1 Adequately heated accommodation separate from change rooms and washrooms shall be provided by the Employer on each project when necessary and where such accommodation can be reasonably provided for. Such accommodation shall be weatherproof and shall be kept reasonably clean. A table and sufficient benches or seats for the employees on the job shall be provided in the accommodation. Trailerized or portable accommodation shall include tables, benches, light, heat maintained at a minimum of sixty-eight (68) degrees Fahrenheit, proper access and egress, and shall not be used for material storage.

## Article 25

### MEALS ON OVERTIME

- 25.1 Scheduled Eight (8) Hour Shifts

When an employee has not been notified the previous day that he will be

required to work for more than two (2) hours beyond the normal quitting time of the first or second shifts or for more than three and one half (3 ½) hours

~~beyond the normal quitting time of the third shift, he shall be provided with a~~

meal and be allowed thirty (30) minutes to consume same and the employee shall be paid at the base hourly rate of pay. This meal break will be taken following the first two (2) hours of overtime worked. After each additional four (4) is worked and when work is required beyond that four (4) hour period, the employee shall be allowed thirty (30) minutes to eat and be paid at the base hourly rate of pay and he shall be provided with a meal. The Employer will supply a hot meal when possible. Where an employee has been notified the previous day, no meal will be provided after the first two (2) hours of overtime worked, but the employee will be allowed thirty (30) minutes to eat and be paid at the base hourly rate of pay. After each additional four (4) hours is worked and when work is required beyond that four (4) hour period, the employee shall be allowed thirty (30) minutes to eat and be paid at the base hourly rate of pay and he shall be provided with a meal.

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

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

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

## 25.2 Scheduled Ten (10) Hour Shifts

When an employee has not been notified the previous day that he will be required to work beyond his normal quitting time, prior to commencing the overtime work, he shall be provided with a meal and be allowed thirty (30) minutes to consume same and the employee shall be paid at the base hourly rate of pay. After each additional four (4) hours is worked and when work is required beyond that four (4) hour period, the employee shall be allowed thirty

(30) minutes to eat and be paid at the base hourly rate of pay and he shall be provided with a meal. The Employer will supply a hot meal when possible. Where an employee has been notified the previous day, no meal will be provided prior to commencement of overtime work, but the employee will be allowed thirty (30) minutes to eat and be paid at the base hourly rate of pay. After each additional four (4) hours is worked and when work is required beyond that four (4) hour period, the employee shall be allowed thirty (30) minutes to eat and be paid at the base hourly rate of pay and he shall be provided with a meal.

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



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

## Article 26

### **TOOLS AND CLOTHING**

- 26.1 An employee shall be required to provide himself with the ordinary hand tools of his trade, based on established trade union practices at the time of signing of this Agreement. EPSCA and the Union shall establish an appropriate tool list (list attached hereto). Employees may provide themselves with further hand tools of their trade providing a listing of their tools showing the valuation is filed with the Employer. All personal tools shall be appropriately marked as to ownership. The Employer's liability shall be limited to the replacement value of the tools on the attached tool list and the tool list provided by the employee. Each Employer will provide, insofar as is practical, separate facilities for storing tools but shall not be held responsible for losses, except as noted hereunder:
- (a) When personal tools valued in excess of \$15.00 are lost due to fire, the Employer will consider the full estimated value on the merit of each case in determining replacement or payment. This will include only personal tools that a tradesman is required to have to perform his normal duties with his Employer.
  - (b) Each Employer will compensate his employees for ordinary hand tools and clothing lost by theft from locked storage provided by him for his employees. Claims must be submitted, in writing, and must provide substantiating evidence of forcible entry to locked storage. Payment or replacement for personal clothing lost by theft on the work site shall be limited to clothing that a tradesman is required to have to perform his normal duties with his Employer.
  - (c) In the event of loss by fire at an Employer's camp or on the work site in an Employer designated storage area, replacement or payment of the full estimated value in excess of \$15.00 but not exceeding \$500.00 for the loss of personal clothing will be made by the Employer. Payment or replacement for personal clothing lost by fire on the work site shall be limited to clothing that a tradesman is required to have to perform his normal duties with his Employer.
- 26.2 An employee who has obtained tools from his Employer shall be allowed sufficient time, in the opinion of Management, to return such tools to his Employer during working hours. An employee receiving tools from his Employer shall be held responsible for the return of such tools in good condition, subject to normal wear and tear. On layoff, an employee will be allowed reasonable time to return tools to his Employer.

- 26.3 Gang tools as described in the appendices shall be the responsibility of the Employer.
- 26.4 Employees working in a radiation area, in plastic suits or replacement material of the fully enveloping type with an independent air supply, will receive \$15.00 per day effective September 15, 2010, \$16.00 per day May 1, 2013 and \$17.00 per day May 1, 2014. A day for the purposes of this item shall be defined as any period up to twelve (12) hours.
- 26.5 Employers may supply additional tools and equipment to employees. Employees receiving such tools or equipment shall be responsible for them in accordance with this Article. Employees will immediately report the loss of any Employer supplied tools or equipment.
- 26.6 Power tools, torque wrenches and other gang tools are tools which are issued to a foreman and are used by one or more members of the crew. Such tools are not identified on trades' tool lists, nor are they the tools and equipment identified in 26.1 of this article.

## **Article 27**

### **PROTECTIVE CLOTHING AND EQUIPMENT**

- 27.1 Employees are required to wear protective clothing and use protective equipment for the work being done. When in the opinion of the Employer it is required, wet weather clothing including rubber boots shall be supplied by the Employer, subject to the provisions of 27.2.
- 27.2 The protective clothing and equipment covered in 27.1 of this article that is provided by the Employer shall be signed out to the employee and the employee shall be responsible for the return of such clothing and equipment to his Employer.
- 27.3 Adequate shelter will be provided to protect employees exposed to excessive heat, cold or inclement weather where there is a need for such protection.

## **Article 28**

### **APPRENTICESHIP AND TRADES TRAINING**

- 28.1 Apprenticeship and other training programs should be instituted as required to maintain an adequate skilled and competent work force to perform work within the electrical power systems sector by apprenticeship training programs, upgrading programs and retraining programs.

---

28.2 Where a ratio of apprentices to journeymen employed has been established,

this ratio shall be maintained.

- 28.3 The Employer agrees to pay into operative apprenticeship or training funds the amounts specified for apprenticeship or training as set forth in the wage schedules, attached hereto, for employees covered by this agreement during the time they are employed.

The Union agrees to supply EPSCA with all pertinent information regarding these funds including all administrative material that is required for their implementation.

- 28.4 It is recognized and agreed that the IUOE Local 793 Training Fund is the operative apprenticeship and training body recognized under this Collective Agreement.

- 28.5 The Union recognizes the Employer's right to establish training programs to provide employees with special skills which are required in the electrical power systems sector and which are not provided by the Training Fund. Such programs shall be funded in such amounts as determined by the Employer and the Trustees of the Training Fund.

Where apprentice mechanics are employed, there shall not be more than one (1) apprentice for every five (5) journeymen.

- 28.6 Employers whose primary function is structural steel erection and/or mechanical installations shall assign an apprentice, oiler or oiler-driver to each unit on all conventional truck mounted cranes with a manufacturers' rating of 25 tons capacity and over, all crawler cranes with a manufacturers' rating of 50 tons

capacity and over, all truck mounted hydraulic cranes with a manufacturers' rating of 35 tons capacity and over, and all rough terrain type cranes with a manufacturers' rating of 65 tons capacity and over.

- 28.7 Craning apprentices working under the terms of this Collective Agreement shall be indentured to the Employer or to the Union and the Union shall accept into its membership all such indentured apprentices.

- 28.8 Apprentices (Except Concrete Pump Trainees)

- a) (i) Indentured Apprentices (except Tower Crane Apprentices) shall be paid in accordance with the following schedule:

0 to 2,000 hours worked - 50% of Licensed Journeyman Base Rate  
2,001 to 4,000 hours worked - 65% of Licensed Journeyman Base Rate  
4,001 to 6,000 hours worked - 80% of Licensed Journeyman Base Rate

~~(ii) The trustees of the Operating Engineers Training Institute of Ontario~~

shall determine at its sole discretion the length of term, the qualifications required to progress to the next term and the scheduling of in school training, and such judgment shall not be made the subject of a grievance.

- (iii) Indentured Tower Crane Apprentices shall be paid in accordance with the following schedule:

0 to 2,000 hours worked - 50% of Licensed Journeyman Base Rate  
2,001 to 3,000 hours worked - 75% of Licensed Journeyman Base Rate

The trustees of the Operating Engineers Training Institute of Ontario shall determine at its sole discretion the length of term, the qualifications required to progress to the next term and the scheduling of in school training, and such judgement shall not be made the subject of a grievance.

- (iv) When an apprentice has accumulated 6,000 hours worked or credited (or 3,000 hours worked or credited in the case of tower crane apprentices) and has not yet attended his or her final training session at the Operating Engineers Training Institute of Ontario the apprentice shall continue to be paid at the apprentice's most recent rate of pay until the completion of formal training at the Operating Engineers Training Institute of Ontario and the receipt of his or her final results from the Operating Engineers Training Institute of Ontario.

- b) All Apprentices must register at the appropriate Union District Office in their area and also on the master list at the Training Centre.
- c) Employers shall request Apprentices through the Union District Offices who, in turn, will notify the Training Fund at 2245 Speers Road, Oakville. All dispatching of Apprentices shall be done from the appropriate Union District Office under the direction of the Training Fund.
- d) Present oiler-drivers will remain and as additional personnel are required, indentured Apprentices will be dispatched to the Employer in accordance with Article (c) above.
- e) Employers will make every effort to keep Apprentices on a steady basis in order to complete their apprenticeship hours as quickly as possible.
- f) Each Apprentice shall, as a condition of employment, be required to comply with and complete all apprenticeship requirements including ~~completing all required hours of work under appropriate conditions~~ including proper rates of pay, appropriate work experience and the

attendance of all training courses as specified by the Training Standards of the Operating Engineers Training Institute of Ontario.

- g) An Apprentice who:
- (1) Completes his hours of on-the-job training.
  - (2) Completes all related training.
  - (3) Successfully obtains his Certificate of Qualification from the Ministry of Colleges & Universities,
- will no longer be classified as an Apprentice and will then become the junior Hoisting Engineer with the Employer under all the terms and conditions of the applicable Schedule.
- h) All Apprentices must abide by the Rules and Regulations as spelled out in the Training Standards of the Training Fund.

## 28.9 Heavy Equipment Apprentices

- a) An Indentured Heavy Equipment Apprentice entering the industry who has taken pre-employment training through the Operating Engineers Training Institute of Ontario will work for his first 1,000 hours at fifty percent (50%) of the current base rate for the machine which he is operating.
- b) When an Apprentice has completed his first 1,000 hours plus all of the related training provided for in the Training Standards of the Training Fund, and after written assessment by the Employer, and the Training Fund, each Apprentice will be employed for the next 1,000 hours at sixty percent (60%) of the current base rate for his classification.
- c) When an Apprentice has completed 2,000 hours plus all of the related training provided for in the Training Standards of the Training Fund, and after written assessment by the Employer, and the Training Fund, each Apprentice will be employed for the next 500 hours at seventy-five percent (75%) of the current base rate for his classification.
- d) After completion of 2,500 hours of on-the-job training and all related training as from time to time specified by the Training Fund the Apprentice will then fit into the work force at the rate of pay provided for in the Collective Agreement.
- e) Hours spent at the Training Institute shall constitute hours worked for purposes of rate increases.

basis in order to complete their training hours as quickly as possible.

- g) Employers shall request Apprentices through the Union District Offices who, in turn, will notify the Training Fund at 2245 Speers Road, Oakville. All dispatching of apprentices shall be done from the appropriate Union District Office under the direction of the Training Fund.

#### 28.10 Ratio of Trainees

The ratio of Indentured Heavy Equipment Apprentices employed by the Employer may be a minimum of one (1) Apprentice to each five (5) Journeymen Operating Engineers in his employ, but in all cases, the ratio shall be a minimum of (1) Apprentice to each ten (10) Journeymen Operating Engineers or as otherwise authorized in writing by the Union, subject to the availability and qualifications of the apprentices.

#### 28.11 Concrete Pump Trainees

- a) (i) Pre-Training Program

Pre-Trainees shall be paid as follows:  
0 to 320 hours worked – 50% of the hourly wage rate as set out in Group 2(A).

- (ii) Indentured Concrete Pump Trainees

Indentured Concrete Pump Trainees shall be paid in accordance with the following schedule:

321 to 1,200 hours worked – 50% of the hourly wage rate as set out in Group 2(A) including applicable benefit plan and pension plan contributions.

1,201 to 2,000 hours worked – 75% of the hourly rate as set out in Group 2(A) including applicable benefit plan and pension plan contributions.

- (iii) The trustees of the Operating Engineers Training Institute of Ontario shall determine at its sole discretion the length of term, the qualifications required to progress to the next term and the scheduling of in-school training, and such judgment shall not be made the subject of a grievance.
- (iv) When a Concrete Pump Trainee has accumulated 2,000 hours worked or credited and has not yet attended his or her final training session at the Operating Engineers Training Institute of Ontario, the ~~Concrete Pump Trainee shall continue to be paid at the trainee's~~

most recent rate of pay until the completion of formal training at the Operating Engineers Training Institute of Ontario and the receipt of his or her final results from the Operating Engineers Training Institute of Ontario.

- b) All Pre-Trainees and Concrete Pump Trainees must register at the appropriate Union District Office in their area and also on the master list at the Training Centre.
- c) Employers shall request Concrete Pump Trainees through the Union District Offices who, in turn, will notify the Training Fund at 2245 Speers Road, Oakville. All dispatching of Concrete Pump Trainees shall be done from the appropriate Union District Office under the direction of the Training Fund.
- d) Employers will make every effort to keep Concrete Pump Trainees on a steady basis in order to complete their training hours as quickly as possible.
- e) Each Concrete Pump Trainee shall, as a condition of employment, be required to comply with and complete all training requirements including completing all required hours of work under appropriate conditions proper rates of pay, appropriate work experience and the attendance of all training courses as specified by the Training Standards of the Operating Engineers Training Institute of Ontario.
- f) A Concrete Pump Trainee who:
  - (1) Completes all hours of on-the-job training; and
  - (2) Completes all related training;

will no longer be classified as a Concrete Pump Trainee and will then become a Concrete Pump Operator with the Employer under all the terms and conditions of the applicable Schedule.
- g) All Concrete Pump Trainees must abide by the Rules and Regulations as spelled out in the Training Standards of the Training Fund.

28.12 Ratio of Concrete Pump Trainees

- a) The ratio of Concrete Pump Trainees to Journeymen Concrete Pump Operators employed shall be in accordance with the following formula:

Number of Concrete Pump Trainees Required	Number of Journeyman Concrete Pump Operators Employed
1	5
2	14

The 1 to 9 ratio continues using the above formula.

#### 28.13 Heavy Equipment Operator Apprenticeship Program

The Union and EPSCA shall meet to discuss implementing a Heavy Equipment Operator Apprenticeship program.

#### 28.14 Recall of Apprentices and Trainees

Apprentices and Trainees laid off due to lack of work may be recalled by their respective Employer, through the Union District Office, at any time during a one year period provided the Apprentice or Trainee was employed by the Employer for more than ninety (90) working days and is available for work.

#### 28.15 Log Books

Each Apprentice and Trainee will be required to keep a daily work record with each Employer and a copy will be supplied to the Training Institute every thirty

(30) days. Failure to do so may result in disciplinary action by the Training Fund.

#### 28.16 It is understood and agreed that no employee will receive a reduction in wages or other benefits because of the introduction of this Apprenticeship and Training Program.

#### 28.17 For the purposes of continued and/or varied training, and upon mutual agreement of the Employer and the Union, apprentices may be transferred to any work location suitable for that purpose.

### **Article 29**

#### **HOURS OF WORK**

##### 29.1 One (1) or Two (2) Shift Operation

The weekly hours of work Monday to Friday inclusive shall consist of forty (40) hours for all employees of Employers covered by this agreement and working on a one (1) or two (2) shift operation.

The weekly hours of work may be arrived at by having the employees work either:

- four (4) consecutive ten-hour shifts, Monday 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.\*

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

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

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

- \* ***For the purposes of this section, a work program may be defined as work taking place on a site that could include the following:***
- ***Outages,***
  - ***Specific contracted scopes of work,***
  - ***Various and different modifications in an operating plant where the owner dictates the hours of work, or***
  - ***Subcontracts for a prime contractor where the prime contractor dictates the hours of work.***

If an Employer intends to change the weekly hours of work, a minimum of five (5) days written notice shall be sent to the Local Union.

The start time for the day shift shall be 7:00 a.m. 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) hour either way to coincide with the end of the day shift.

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

Then members of the Operating Engineers are assigned to fire watch duties, they may commence work 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.

## 29.2 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 at the straight time plus the appropriate shift differential as set out in the Shift Differential Article of this agreement.

Those employees working on the night shift shall work seven (7) hours per shift plus the appropriate shift differential as set out in the Shift Differential Article of this agreement.

### 29.3 NUCLEAR SITES ONLY

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

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

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

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

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

29.7 The weekly hours of work for Operating Engineers engaged in tunnelling work shall be as forty (40) made up of five (5) days of eight (8) hours each, Monday to Friday.

### 29.8 Shift Change

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

29.9 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.

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

---

### 29.11 LUNCH PERIODS FOR MAJOR PROJECTS, AND

## CONSTRUCTION AND SERVICES DIVISION

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

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

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

### 29.13 Nuclear Sites Only

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 periods;

- (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 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 periods 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 postponed to allow employees to start or complete work assignments.

---

### Article 30

---

**HOURS OF WORK**  
**MISCELLANEOUS PROVISIONS**

- 30.1 All employees of Employers whose primary function is structural steel erection who report for work at the beginning of a shift shall be provided with 8 (eight) hours of work per day. All employees of Employers whose primary function is mechanical installation who report for work at the beginning of a shift shall be provided with 8 (eight) hours of work per day, Monday to Thursday Friday.
- 30.2 When overtime is required as an extension of normal daily hours, a minimum of one-half (1/2) hour's work will be provided.
- 30.3 Firefighters at Darlington GS will work a regular shift of twelve (12) hours in length, all paid at the straight-time rate; they will work an average of thirty-eight (38) hours per week over the schedule period. Firefighters at Darlington will have two (2) shifts per day, seven (7) days per week:

Day Shift Hours: 6:00 a.m. to 6:00 p.m.

Night Shift Hours: 6:00 p.m. to 6:00 a.m

**Article 31**

**SHIFT DIFFERENTIAL RATE**

- 31.1 Employees required to work shift work, other than the regular day shift, shall receive a shift differential rate of one-seventh (1/7) times the base hourly rate(s) for normal scheduled shift hours worked, except as noted in 31.2 and 31.4 below.
- 31.2 Employees required to work shift work on the third shift of a three-shift operation shall receive a shift differential of one-fifth (1/5) for normal scheduled shift hours worked.
- 31.3 Shift scheduling for shift workers on boilers and pumps, tunnelling work and firefighters for normal scheduled shift hours worked on the second and third shifts will commence on Monday.
- 31.4 The shift differentials for all regular shift hours on the night shift (6:00 p.m. to 6:00 a.m.) for firefighters and stationary engineers (2nd and 3rd class) at Darlington Generating Station shall be fixed dollar amounts, as set forth in the wage schedules, attached hereto.

---

**Article 32**

## **OVERTIME RATES**

32.1 Overtime rates are paid for work performed outside of normal hours as defined in the Article 29 -"Hours of Work"- of this Agreement and for work performed on Saturday, Sunday and the Statutory Holidays listed in Article 33.

When an employee is required to return to work without an eight-hour (8-hour) break, all work performed shall be paid for at the applicable overtime rate until such time as the employee receives an eight-hour (8-hour) break. This provision does not apply to a shift change.

32.2 Overtime rates of pay for employees in the classifications covered by this Agreement shall be as set forth in the wage schedules, attached hereto.

32.3 The overtime allotment system will provide for reasonable opportunity for union representatives as follows:

- (a) overtime will first be offered to the operator of the machine required for overtime (for the purpose of interpreting Article 6.3 , the operator who normally works the specific piece of equipment through the week on the applicable shift is considered the crew);
- (b) if the operator does not wish to work, where practical, overtime on a weekend shift will next be offered to a steward (Chief, if applicable), provided he is capable of performing the task;
- (c) if the steward (Chief, if applicable), is not capable of performing the task or does not wish to work, another qualified job steward will be asked by management to work the overtime;
- (d) if all the qualified job stewards decline the opportunity to work overtime, management has fulfilled the obligation to offer overtime work to Union Stewards and shall offer the overtime to any other capable operator.

## **Article 33**

### **VACATION and STATUTORY HOLIDAYS**

33.1 The Vacation and Statutory Holiday pay rate shall be ten (10) percent of vacationable gross earnings\*. The vacation pay rate shall be six (6) percent and the statutory holiday pay rate shall be four (4) percent. Payment shall be made weekly on the employee's regular pay cheque.

#### **Vacation Time**

---

A three (3) week leave of absence for the purpose of taking an annual

vacation will be granted in the calendar year in which the employee completes one year of continuous service with the Employer. In special circumstances, where the work schedule permits, additional time off may be granted to an employee.

The additional time off will not be unreasonably denied.

\* ***“Vacationable gross earnings” means pay for regular hours, overtime, premium pay, shift differential, lines and stations daily travel time, retroactive pay adjustments, reporting pay, inclement weather pay, call-in pay, Saturday and Sunday premiums and trade training, but does not include payment for initial and return travel.***

### Statutory Holidays

The Statutory Holidays recognized under this Agreement are:

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

Recognized holidays falling on a Saturday or Sunday shall be observed on the following Monday. When Christmas Day falls on a Saturday or Sunday, it shall be observed on the following Monday and Boxing Day on the following Tuesday. When New Year’s Day falls on a Saturday or Sunday, it shall be observed on either the preceding Friday or the following Monday.

For shift workers on boilers and pumps and firefighters, recognized holidays will be observed on the actual day on which the holiday occurs.

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

## **Article 34**

### **GRIEVANCE PROCEDURE**

- 34.1 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 procedure, the parties shall process grievances in the following manner:
-

The grievance procedure and arbitration procedure in Articles 34 and 35 respectfully do not apply to jurisdictional disputes.

#### 34.2 PRELIMINARY DISCUSSION

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

foreman, the preliminary discussion will be between the Accredited Union Representative and the foreman's supervisor.

#### 34.3 FIRST STEP

If a dispute cannot be resolved by this method, the Accredited Union Representative may file a formal grievance on the prescribed form with EPSCA/the Employer 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 First Step meeting which he or the Accredited Union Representative considers necessary to resolve it.

The Management Committee shall be comprised of EPSCA or their designate plus at least one representative of the Employer named in the grievance. The Union Committee shall include at least two persons, one of whom shall be the Accredited Union Representative for the grievor.

EPSCA/the Employer shall give his 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 EPSCA/the Employer with the General Manager of EPSCA. The Accredited Union Representative for the grievor will file a copy with the Union.

The EPSCA/the Employer will send a copy of any signed first step grievance settlement between the Accredited Union Representative and EPSCA/the Employer to the Union and EPSCA office.

#### 34.4 SECOND STEP

Within ten (10) working days after the disposition has been issued under the First Step of this procedure, the Accredited Union Representative may refer the grievance on the prescribed form to the appropriate EPSCA Representative. 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 shall investigate the grievance and convene a meeting which he or the International Representative considers necessary to resolve it and give his 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.

The Management Committee shall comprise the appropriate EPSCA Representative plus two other Management Representatives, one of whom shall be a representative of the Employer named in the grievance. The Union Committee shall be comprised of at least the International Representative or his designate for the grievor. If the International Representative elects to appoint a designate, he shall inform EPSCA, in writing, of the name of the designate and the duration of appointment.

#### 34.5 EPSCA OR UNION GRIEVANCES

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

#### 34.6 TIME LIMITS

The time limits as to both documents and procedures set out in the above sections shall be complied with by the parties to this Agreement provided, however, that the parties may mutually agree, in writing, in respect to an extension or waiver of any of the time limits imposed. Where no answer is given within the time limits specified in the grievance procedure, the employee concerned, the Union, the Union or EPSCA 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.

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

#### 34.8 GRIEVANCE FACILITIES

EPSCA shall provide the necessary facilities for all grievance meetings.

### **Article 35**

### **ARBITRATION**

~~35.1 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 34, 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 its desire and the notice shall contain the name of the first party's nominee to an arbitration board. The recipient of the notice shall, within five (5) working days, inform the other party of the name of its nominee to the arbitration board. The two nominees so selected shall, within ten (10) working days of the appointment of the second of them, appoint a third person who shall be the Chairman. If the recipient of the notice fails to appoint a nominee, or if the nominees fail to agree upon a Chairman, the appointment shall be made by the Minister of Labour for Ontario upon the request of either party. The arbitration board, when selected or appointed, will proceed as soon as practicable to hear and determine the dispute and it shall issue a decision which is final and binding upon the parties and upon their respective members. The decision of a majority is the decision of the arbitration board, but if there is no majority, the decision of the Chairman governs.

- 35.2 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.
- 35.3 In arbitration proceedings, each party shall pay the fees and expenses of its nominee, whether appointed by the party or by the Minister of Labour for Ontario, and the fees and expenses of the Chairman shall be shared equally by the parties.
- 35.4 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 36

---

**NO STRIKE - NO LOCKOUT**

---

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

## **Article 37**

### **BENEFITS**

- 37.1 The Employer agrees to pay into operative welfare, pension and supplementary unemployment benefit plans the amount specified for welfare, pension and supplementary unemployment benefits as set forth in the wage schedules and Letter of Understanding, "Allocation of Welfare and Pension Contributions", attached hereto, for employees covered by this Agreement during the time they are employed.

The Union agrees to supply the Employer with all information regarding the welfare, pension and supplementary unemployment benefit plans and also all administrative material that is required for the implementation of same.

- 37.2 Subject to Article 10.3, should the welfare, pension or supplementary unemployment benefit plan contributions recognized under this Agreement change during the term of this Agreement, which require an adjustment to the base rate, an adjustment will be made to the base rate. The total wage package will not be changed. Within three (3) weeks of receipt of an acceptable written notice of a change in the above-noted benefit plan contributions, the change will be implemented. The effective date will be the date of implementation.

- 37.3 In the event an Employer is more than fifteen (15) days in arrears of the requirement to forward contributions and/or deductions to the Trustees by the fifteenth of the month following, the Employer shall pay as liquidated damages and not as a penalty an amount equal to two (2%) percent (equivalent to 24% per annum) for each month or part thereof that the contributions and/or deductions are in default for greater than fifteen (15) days provided the Employer has received five (5) days' written notice to correct such default. The trustees may require a delinquent Employer to pay for the costs, legal or otherwise, of collecting the amount owing, as outlined in the operative benefit plan trust documents.

- 37.4 The Trustees of the Employee Benefit Plans referred to in this Collective Agreement shall promptly notify the Union 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 Plan 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.

37.5 It is agreed by the parties that both EPSCA and the Union will each contribute two cents (\$0.02) for every man hour worked to De Novo Treatment Centre for the term of this agreement.

### **Article 38**

#### **ASSOCIATION FUND**

38.1 Each Employer bound by this agreement shall contribute to the Electrical Power Systems Construction Association Fund, the amount specified on the wage schedules attached hereto for each hour worked by each employee covered by this agreement.

The Employer shall remit such contribution together with the supporting information as required on the reporting forms.

EPSCA shall indemnify the Union for any liability arising from an Employer's failure to remit such contributions.

### **Article 39**

#### **RADIATION WORK**

- 39.1
- (a) Local Union to be provided with a copy of Ontario Power Generation Inc Radiation Protection Regulations and any revisions.
  - (b) Local Union to be provided with a copy of Ontario Power Generation Inc Radiation Protection Procedures and any revisions.
  - (c) Each employee will have access to his personal radiation exposure record.
  - (d) Long-term employees who reach their exposure limit will be given alternate employment until they can resume radiation work.
  - (e) Short-term employees will be given a guaranteed period of employment at their time of hire.

### **Article 40**

#### **R.P.A. QUALIFICATION**

40.1 *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 Inc 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 foremen's rates 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.

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

## **Article 41**

### **ABORIGINAL CONTENT COMMITMENT**

- 41.1 Where an aboriginal commitment has been established on a project, the Union will co-operate in meeting the content commitments.

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

## **Article 42**

### **DERATING**

- 42.1 The Employer agrees not to utilize any crane equipment from any manufacturer and/or supplier that has been derated from its original maximum hoisting capacity.

The Employer further agrees not to utilize any crane equipment from any manufacturer and/or supplier where said equipment is rated with a greater maximum hoisting capacity outside the Province of Ontario than the maximum hoisting capacity of the same crane equipment within the Province of Ontario (both herein defined as derated crane).

Any alteration of the load charts that were provided with the crane upon its purchase as supplied by the manufacturer for the purpose of decreasing the crane's lifting capacity will be considered derating. The Employer agrees that reprogramming or limiting a crane's Load Moment Indicator (LMI) in a manner which produces a lifting capacity that is lower than the lifting capacity set out on

the crane's original load charts will not change the crane's manufacturer's rating.

The parties agree that the manufacturer's rating is an objective measurement that does not vary with any sort of modification of any equipment, or the addition or subtraction of any component parts.

Without limiting the generality of the foregoing, in the event the Employer violates the prohibition against utilizing any derated crane, the Union shall be entitled to seek remedies, including but not limited to damages, in the same manner as violating the manning of equipment provisions.

### Article 43

#### TERM OF AGREEMENT

- 43.1 This Agreement shall continue in full force and effect from May 1, 2020 until April 30, 2025 inclusive, and thereafter it shall be considered automatically renewed for successive periods of two (2) years unless at least sixty (60) days prior to the end of any two (2) year period, either party serves written notice upon the other that it desires termination, revision or modification of any provision or provisions of this Agreement.

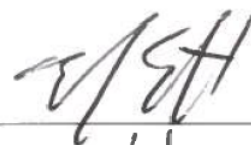
Dated at Toronto this 21 day of July, 2020

FOR EPSCA:



Alex Lolua

FOR OPERATING ENGINEERS:



Mike Scott

## 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 Articles 20.1 and 20.2.
- (c) An employee who remains in camp on a normally scheduled work day on which he does not work will be charged \$25.00 per day unless he is excused from work for a legitimate reason by the project medical attendant or an authorized representative of his 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.

## **(APPENDIX A – Moose River Basin: Northern Ontario - continued)**

### Wrap Around

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

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

*(\*) For work performed on Hydro One sites: "161 radius kilometers" shall be converted into **one hundred and eighty-nine (189) road-driven kilometers***

*(\*\*) For work performed on Hydro One sites: "eighty (80) kilometres" shall be converted into **eighty (80) road-driven kilometers***

## **APPENDIX B**

### **7-DAY COVERAGE**

#### **NUCLEAR SITES**

The parties acknowledge that revisions to the 7-day coverage appendix was a key item during the bargaining process. Although no changes are made to the appendix, the parties agree to meet during the term of the collective agreement to discuss options that will provide savings opportunities for work on Nuclear sites utilizing the 7-day coverage schedule. Should the parties not mutually agree to make changes to the 7-day coverage appendix during the term of this agreement, it is understood that 7-day coverage revisions may be a bargaining item for future collective agreement renewals.

\*\*\*\*

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

These provisions would only apply to work performed on a Nuclear Facility.

This shift schedule is intended for work of at least four (4) weeks in duration; however, it is recognized that unforeseen circumstances may require the cancellation of this schedule.

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

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

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

#### Notice Provision

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



## Shift Provisions

### Day Shift

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

### Afternoon Shift

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

### Night Shift

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

### All Shifts

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

## APPENDIX C

### HYDRO ONE (LINES AND STATIONS) APPENDIX

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 the language in the collective agreement and the language in the Lines and Stations Appendix, the language in the Lines and Stations Appendix will prevail.

#### Section 1

#### **DAILY TRAVEL ALLOWANCE AND ROOM AND BOARD**

##### DAILY TRAVEL ALLOWANCE

- 1.1 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 1.4 on the following basis:
- (a) If an employee lives less than fifty (50) road-driven kilometers from the work location or declared assembly point, no travel allowance will be paid.
  - (b) If an employee lives fifty (50) to seventy (70) road-driven kilometers from the work location or declared assembly point, he shall receive \$28.43 per day travel allowance effective May 1, 2020 (\$28.71 effective May 1, 2021, \$29.00 effective May 1, 2022, \$29.29 effective May 1, 2023, \$29.58 effective May 1, 2024) 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 or declared assembly point, he shall receive \$32.73 per day travel allowance effective May 1, 2020 (\$33.06 effective May 1, 2021, \$33.39 effective May 1, 2022, \$33.72 effective May 1, 2023, \$34.06 effective May 1, 2024) 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 or declared assembly point, he shall receive \$37.04 per day travel allowance effective May 1, 2020 (\$37.41 effective May 1, 2021, \$37.78 effective May 1, 2022, \$38.16 effective May 1, 2023, \$38.54 effective May 1, 2024) for each day worked or reported.
  - (e) If an employee lives greater than or equal to one hundred and ten
-

(110) road-driven kilometers from the work location or declared assembly point, and does not qualify for subsistence allowance under Section 1.4 below, he shall receive \$58.43 per day travel allowance effective May 1, 2020 (\$59.01 effective May 1, 2021, \$59.60 effective May 1, 2022, \$60.20 effective May 1, 2023, \$60.80 effective May 1, 2024) provided he continues to travel greater or equal to one hundred and ten (110) road-driven kilometers daily for each day worked or reported for.

Employees using company vehicles are not entitled to daily travel

- 1.2 The Employer reserves the right to base daily travel allowance on the distance in road-driven kilometers from where an employee lives to either the work location or declared assembly point, depending on where the employee is directed to report.
- 1.3 For the purpose of the Collective Agreement, "road-driven kilometres" is based on the shortest available road-driven distance from where an employee lives to either the work location or declared assembly point, depending on where the employee is directed to report, as measured through Google Maps.

## ROOM AND BOARD

- 1.4 The following conditions will apply for employees whose regular residence\* is greater than or equal to one hundred and ten (11) 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; or
    - (ii) a subsistence allowance;subject to Sections 1.4(b) and (c) below.

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

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

- (b) An employee may exercise his option not to stay in a camp or accept room and board. An employee who exercises this option and qualifies for subsistence allowance shall receive a subsistence allowance of \$104.71 effective May 1, 2020 (\$105.76 effective May 1, 2021, \$106.82 effective May 1, 2022, \$107.89 effective May 1, 2023, \$108.97 effective May 1, 2024), for each day worked or reported for when employed at a location south of the French River and \$115.87 effective May 1, 2020 (\$117.03 effective May 1, 2021, \$118.20 effective May 1, 2022, \$119.38 effective May 1, 2023, \$120.57 effective May 1, 2024) for each day worked or reported for when employed at a location north of the French River subject to Section 1.4(c) below.
  - (c) To qualify for subsistence allowance an employee must maintain temporary accommodation at or near the work location. Employees who travel daily to locations greater than or equal to one hundred and ten (110) road-driven kilometers from the project will be entitled to \$50.24 per day effective May 1, 2020 (\$50.74 effective May 1, 2021, \$51.25 effective May 1, 2022, \$51.76 effective May 1, 2023, \$52.28 effective May 1, 2024), for each day worked or reported for.
  - (d) When an employee's regular residence is more than four hundred and eighty (480) road-driven kilometers from the project, and the job or project is worked on a four ten (4x10) hour work week, the employee shall receive room and board allowance on a five day basis for a regular work week. If the employee is required to work an additional ten (10) hour shift beyond the normal four ten (4x10) hour shift, the employee will be entitled to room and board allowance for an additional ten (10) hour shift worked to a maximum of seven (7) days room and board in a week.
- 1.5 An employee shall not qualify for daily travel allowance or room and board allowance as provided for in Sections 1.1 and 1.4 above, when such employee reports for work but does not remain at work for his scheduled daily hours unless excused by an authorized representative of his Employer. Such permission shall not be unreasonably denied.
- 1.6 An employee who maintained a regular residence within the geographic area or the purposes of employment and who relocates outside the geographic area will not be entitled to an increase in travel or room and board allowance entitlement as a result of this relocation.
- 1.7 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 \$25.00 per day. This will be applied on the following basis:

- (a) An employee who remains in camp on a normally scheduled workday on which he does not work will be charged \$25.00 per day unless he is excused from work by an authorized representative of his Employer.
  - (b) An employee who is absent from work on Friday without approval and who remains in camp and who is still absent from work on the following Monday without approval will be charged for room and board for Friday, Saturday, Sunday and Monday.
  - (c) An employee who is absent from work without approval on Friday but who works the following Monday will be charged for the day of absence and will not be charged for Saturday and Sunday.
  - (d) An employee who works the Friday and is absent from work without approval on the following Monday will be charged for the day of absence and will not be charged for Saturday and Sunday.
- 1.8 All applications for daily travel allowance and room and board must be complete and filed with the Employer during the course of employment or within thirty (30) working days of hire, whichever is greater. The Employer will not be responsible for any applications filed after an employee has been laid off, has quit or has been terminated, or after thirty (30) working days as specified above.
- 1.9 If an apprentice does not qualify for Room and Board under Section 1.4, and lives greater than 110 road-driven kilometers from the project, he or she shall receive daily travel as per the rates in Section 1.1 (e).

## **Section 2**

### **INITIAL AND RETURN: TRAVEL AND TRANSPORTATION**

#### **2.1 INITIAL EMPLOYMENT**

On recruitment of tradesmen whose regular residence\* or place of recruitment, whichever is closer to the project, is between ninety-six (96) to one hundred and eighty-nine (189) road-driven kilometers from the project, the Employer shall pay \$34.00 effective May 1, 2020 for the initial trip to the Project.

***\*As defined in Section 1 above.***

#### **2.2 ONTARIO RESIDENTS**

On recruitment of tradesmen whose regular residence is beyond one hundred and eighty-nine (189) road-driven kilometers from the project, the Employer shall pay mileage based on \$0.41 effective May 1, 2020 per road-driven kilometer (\$0.42

---

effective May 1, 2021, \$0.43 effective May 1, 2022, \$0.44 effective May 1, 2023, \$0.45 effective May 1, 2024) plus an allowance for travel time equivalent to 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 the tradesman's regular residence or place of recruitment, whichever is closer to the project.

### 2.3 NON-ONTARIO RESIDENTS

On recruitment of tradesmen whose regular residence is 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 an allowance for travel time equivalent to 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 the tradesman's regular residence or place of recruitment, whichever is closer to the project.

2.4 To qualify for payment in 2.1, 2.2 or 2.3, the employee must remain at the project for a minimum of fifteen (15) working days or the duration of the job, whichever is lesser.

2.5 On termination of employment due to a reduction of staff, an employee entitled to payment under 2.1, 2.2 or 2.3 shall be entitled to return expenses calculated in the same manner as in 2.1, 2.2 or 2.3 above for the return trip from the project to the tradesman's regular residence or place of recruitment, whichever is closer to the project. An employee whose employment terminates for any reason other than reduction of staff shall not be eligible for return payment.

### 2.6 TRANSFER

When transferring employees, the Employer shall pay the equivalent of the cost of public transportation for the initial trip to the project from the employee's most recent work location. In addition, the Employer shall pay an allowance for travelling time equivalent to the straight-time rate up to a maximum of eight (8) hours.

2.7 When an employee works continuously on a project which is beyond five hundred and eighty (580) road-driven kilometers from the employee's regular residence, the employee shall receive the equivalent of one return air fare from the nearest airport to the project to the nearest airport to the employee's regular residence, every sixty (60) calendar days. This allowance will only be paid to qualifying employees of Employers whose primary function is structural steel erection and/or mechanical installations.

## Section 3

### **DAILY TRAVEL TIME**

3.1 All travel time will be outside of normal working hours.

3.2 (a) An employee will be paid his straight-time rate for all time spent

travelling from his assembly point to his work location on normal working days.

An employee will be paid premium time for all time spent travelling from his assembly point to his work location on days other than normal working days.

(b) An employee will travel up to a maximum of one hour on his own time when returning from his work location to his assembly point. An employee will be paid his straight-time rate for all time spent travelling in excess of one hour.

3.3 All time in excess of one hour spent travelling from the work location to the assembly point on non-working days shall be compensated for at the appropriate premium rates of pay.

3.4 The Employer will supply transportation between the assembly points and work locations.

#### **Section 4**

#### **7 DAY COVERAGE**

This shift schedule is intended for work greater than two (2) weeks in duration; however, it is recognized that unforeseen circumstances may require the cancellation of this schedule.

These provisions will only apply to work performed on Lines and Stations as follows:

“for emergency work until the system is restored to the pre-emergent state”

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 48 hours' notice prior to the implementation of these shift provisions.

### First Shift

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

### Second Shift

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

### Third Shift

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

### All Shifts

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

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

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

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

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

## **Section 5**

### **FOREPERSONS RATE OF PAY**

- 5.1 The rate of pay for forepersons working for Hydro One will be established provincially and shall be \$43.64 effective May 1, 2020; \$44.60 effective May 1, 2021; \$45.58 effective May 1, 2022; \$46.57 effective May 1, 2023; \$47.59 effective May 1, 2024. This provincial rate will be calculated as the average of the 2(A) base hourly foreperson rates (Group 2 for O-1M) for all forepersons



covered by the collective agreement. No current foreperson shall receive a wage reduction as a result of the implementation of this provision as long as they remain a foreperson or are subject to layoff.

**APPENDIX "D"**

**Between**

**THE ELECTRICAL POWER SYSTEMS  
CONSTRUCTION ASSOCIATION**

**AND**

**INTERNATIONAL UNION OF OPERATING ENGINEERS**

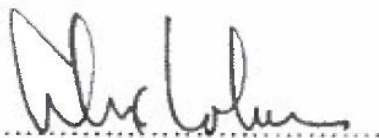
**RE: FLAME RESISTANT CLOTHING (for Hydro One Direct Hires Only)**

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 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 a combined value of \$732 per calendar year.

This article 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.

Dated this 19 day of July....., 2021 at Toronto, Ontario



For EPSCA

Alex Lolua



For Operating Engineers

Mike Scott

**Replace Statement of Understanding - #6 dated January 28<sup>th</sup>, 1999,  
with the following:**

**STATEMENT OF UNDERSTANDING #1**

**Between**

**THE ELECTRICAL POWER SYSTEMS  
CONSTRUCTION ASSOCIATION**

**And**

**THE INTERNATIONAL UNION OF OPERATING ENGINEERS**

**LABOURERS INTERNATIONAL UNION OF NORTH AMERICA**

**UNITED BROTHERHOOD OF CARPENTERS AND JOINERS OF AMERICA**

**EMPLOYMENT REFERRALS**

It is agreed by the Parties to this understanding, that prior to any member being referred for employment under this agreement, the member must submit to a security check (OPG and Bruce Power) and reliability screening (Hydro One). Hydro One will make reasonable efforts to provide advance notice of screening requirements. Only members who successfully obtain security clearance will be referred for employment. Once a member has been hired on, they will receive an allowance of \$50.00 on their first weeks pay cheque, in consideration of their time spent filling out the security clearance forms. For clarity, the allowance will only be paid to employees when they have been hired on and such forms have been required to be filled out.

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

Dated at Toronto, this 28<sup>th</sup> day of April, 2000.

*Phil Bertrand  
John Anderson*

*Barry Roberts  
Helen Viveiros  
Ros Rioux  
Robert Gibson  
Denis Flynn  
Doug Wilson*

\_\_\_\_\_  
IUOE

*Rick Weiss*

\_\_\_\_\_  
LIUNA

*Claude Cournoyer*

\_\_\_\_\_  
UBCJA

\_\_\_\_\_  
EPSCA

*Phil Bertrand*

---

IUOE

*Barry Roberts*

---

EPSCA

*Rick Weiss*

---

LIUNA

*Claude Cournoyer*

---

UBCJA

**STATEMENT OF UNDERSTANDING #2**

**Between**

**THE ELECTRICAL POWER SYSTEMS**

**CONSTRUCTION ASSOCIATION**

**And**

**THE INTERNATIONAL UNION OF OPERATING ENGINEERS**

**LABOURERS INTERNATIONAL UNION OF NORTH AMERICA**

**UNITED BROTHERHOOD OF CARPENTERS AND JOINERS OF AMERICA**

**ROOM AND BOARD ALLOWANCE**

**NORTH OF THE FRENCH RIVER\***

The Parties agree that individuals in the 80-97 kilometre radius ring working north of the French River will be eligible for room and board allowance if their actual road kilometres travelled exceeds 120 kilometres\*.

*\* This Statement of Understanding does not apply to work performed on Hydro One sites.*

Dated at Toronto, this 28<sup>th</sup> day of April, 2000.

*Phil Bertrand  
John Anderson*

*Barry Roberts  
Helen Viveiros  
Ros Rioux  
Robert Gibson  
Denis Flynn  
Doug Wilson*

\_\_\_\_\_  
IUOE

\_\_\_\_\_  
EPSCA

*Rick Weiss*

\_\_\_\_\_  
LIUNA

*Claude Cournoyer*

\_\_\_\_\_  
UBCJA

**LETTER OF UNDERSTANDING #1**

**Between**

**THE ELECTRICAL POWER SYSTEMS  
CONSTRUCTION ASSOCIATION**

**AND**

**INTERNATIONAL UNION OF OPERATING ENGINEERS**

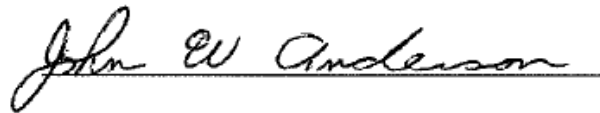
**RE: Employment Practices**

The Parties agree that existing practices available to Employers in the Power Sector will be maintained.

Letter of agreement is renewed on this *22* day of *January*, 20*23*

  
\_\_\_\_\_

EPSCA

  
\_\_\_\_\_

Operating Engineers

## LETTER OF UNDERSTANDING #2

June 25, 2004

This will confirm our understanding, as discussed at EPSCA negotiations, that the current pay practice regarding shift differential and overtime will be maintained.

*Ivars Starasts*

---

Ivars Starasts  
EPSCA

*John W. Anderson*

---

John Anderson  
Operating Engineers

**LETTER OF UNDERSTANDING #3**

**Between**

**THE ELECTRICAL POWER SYSTEMS  
CONSTRUCTION ASSOCIATION**

**AND**

**INTERNATIONAL UNION OF OPERATING ENGINEERS**

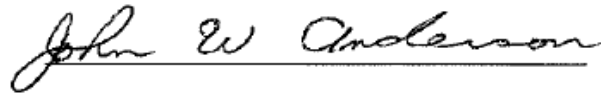
**RE: Personal Vehicle Usage**

Hydro One agrees to maintain its current practice concerning personal vehicle usage for the term of collective agreement for its direct hire workforce.

Renewed letter of agreement is renewed on this *22* day of *January* 2013

  
\_\_\_\_\_

EPSCA

  
\_\_\_\_\_

Operating Engineers



**LETTER OF UNDERSTANDING #4**

**Between**

**THE ELECTRICAL POWER SYSTEMS  
CONSTRUCTION ASSOCIATION**

**AND**

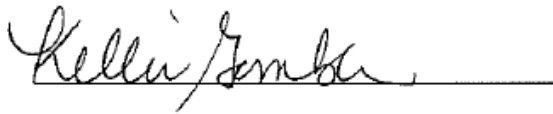
**INTERNATIONAL UNION OF OPERATING ENGINEERS**

**RE: Apprenticeship and Trades Training**

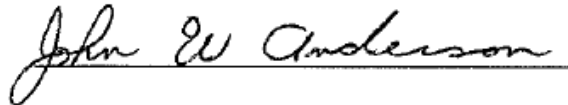
All outstanding apprenticeship and trades training related to proposals raised by the parties in the 2010 round of negotiations shall be deferred to a joint subcommittee of equal representation of the parties.

Where there is agreement between the members of the joint subcommittee to make recommendations to amend the collective agreement, the parties will consider the proposed recommendations and if mutually acceptable, with or without amendments, shall implement the proposed recommendations.

Dated this *22* day of *January*



EPSCA



Operating Engineers

## LETTER OF UNDERSTANDING #5

Between

### THE ELECTRICAL POWER SYSTEMS CONSTRUCTION ASSOCIATION

(for the “Employer”)

AND

### INTERNATIONAL UNION OF OPERATING ENGINEERS

(for the “Union”)

#### **RE: Allocation of Welfare and Pension Contributions**

1. The following shall be applicable to all **Wage Schedule Classifications** in the collective agreement.

Effective May 1, 2020, the Employer shall contribute in total:

(\$12.92) per hour paid to the International Union of Operating Engineers, Local 793 Members Life and Health Benefit Trust of Ontario (the “welfare plan”) and to the International Union of Operating Engineers, Local 793 members Pension Benefit Trust of Ontario (the Pension Plan”) for each hour earned by each employee in his employ.

It is agreed that the Employer shall make a single monthly payment to an independent administrator appointed by the Trustees of the Welfare Plan and the Pension Plan for contributions owing to the two plans. The administrator shall be responsible for ensuring that the contributions are allocated and made on behalf of the Employer and employee to the Welfare Plan and the Pension Plan, as set out in paragraph 3 below.

Effective May 1, 2021, the total Employer contributions of \$12.92 per hour shall increase to \$13.02 per hour paid.

Effective May 1, 2022 the total Employer contributions of \$13.02 per hour shall increase to \$13.12 per hour paid.

Effective May 1, 2023 the total Employer contributions of \$13.12 per hour shall increase to \$13.22 per hour paid.

Effective May 1, 2024 the total Employer contributions of \$13.22 per hour shall increase to \$13.32 per hour paid.

2. These monies shall be remitted in accordance with this collective agreement and shall be remitted by the 15th day of the month following the month in which the hours have been earned. Supporting information entered on a reporting form as designated by the Trustees shall also be remitted on the 15th day of the month following the month in which the hours have been earned, and at no time shall the contributions be paid directly to the employee.
3. Paragraph 1 above, requires that the Employer shall make a single payment to an independent administrator appointed by the Trustees of the Welfare Plan and the Pension Plan for contributions owing to the two plans. The administrator shall be responsible for ensuring that the contributions are allocated and made on behalf of each Employer and employee to the Welfare Plan and the Pension Plan as follows (The Union agrees to hold harmless and indemnify EPSCA and/or Employers against any liability incurred as a result of allocations of contributions):

Effective May 1, 2020:

- (i) for employees with \$6,750.00 or fewer dollars in their Welfare Plan Dollar Bank; \$7.51 to the Pension Plan; and  
\$5.41 plus retail sales tax (RST) at the applicable rate on these contributions to the Welfare Plan.
- (ii) for employees with more than \$6,750.00 in their Welfare Plan Dollar Bank; \$12.92 to the Pension Plan for benefits;  
\$0.43 to be applied towards the cost of administering the Pension Plan; and Nil (\$0) to the Welfare Plan.

Effective May 1, 2021:

- (i) for employees with \$6,750.00 or fewer dollars in their Welfare Plan Dollar Bank;  
\$7.51 to the Pension Plan; and \$5.51 plus retail sales tax (RST) at the applicable rate on these contributions to the Welfare Plan.
- (ii) for employees with more than \$6,750.00 in their Welfare Plan Dollar Bank;  
\$13.02 to the Pension Plan for benefits; \$0.44 to be applied towards the cost of administering the Pension Plan; and Nil (\$0) to the Welfare Plan.

Effective May 1, 2022:

- (i) for employees with \$6,750.00 or fewer dollars in their Welfare Plan Dollar Bank;  
\$7.51 to the Pension Plan; and \$5.61 plus retail sales tax (RST) at the applicable rate on these contributions to the Welfare Plan.
- (ii) for employees with more than \$6,750.00 in their Welfare Plan Dollar Bank;

\$13.12 to the Pension Plan for benefits; \$0.45 to be applied towards the cost of administering the Pension Plan; and Nil (\$0) to the Welfare Plan.

Effective May 1, 2023:

(i) for employees with \$6,750.00 or fewer dollars in their Welfare Plan Dollar Bank;

\$7.51 to the Pension Plan; and \$5.71 plus retail sales tax (RST) at the applicable rate on these contributions to the Welfare Plan.

(iii) for employees with more than \$6,750.00 in their Welfare Plan Dollar Bank;

\$13.22 to the Pension Plan for benefits; \$0.46 to be applied towards the cost of administering the Pension Plan; and Nil (\$0) to the Welfare Plan.

Effective May 1, 2024:

- for employees with \$6,750.00 or fewer dollars in their Welfare Plan Dollar Bank;

\$7.51 to the Pension Plan; and \$5.81 plus retail sales tax (RST) at the applicable rate on these contributions to the Welfare Plan.

- for employees with more than \$6,750.00 in their Welfare Plan Dollar Bank;

\$13.32 to the Pension Plan for benefits; \$0.46 to be applied towards the cost of administering the Pension Plan; and Nil (\$0) to the Welfare Plan.

4. Effective on and after **January 1, 2009**, the amount of \$6,750.00 in a Member's Welfare Plan dollar bank noted in **3 (i) and (ii)** above shall be re-determined from time to time as determined by a duly constituted motion passed by the Board of Trustees of the International Union of Operating Engineers, Local 793 Members Life and Health Benefit Trust of Ontario, and as conveyed to the administrator, provided the total wage package under the collective agreement is not increased.

5. This Letter of Understanding forms part of the Collective Agreement

Dated at Toronto this \_\_\_\_ day of \_\_\_\_\_, 2020

FOR EPSCA:

FOR OPERATING ENGINEERS:

---

---

**LETTER OF UNDERSTANDING #6**

**Between**

**THE ELECTRICAL POWER SYSTEMS  
CONSTRUCTION ASSOCIATION**

**AND**

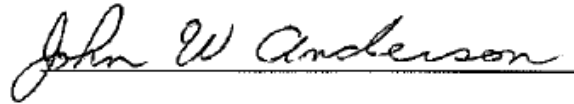
**INTERNATIONAL UNION OF OPERATING ENGINEERS**

**RE: Competitive Transmission Re-opener**

It is understood and agreed by the parties that competitiveness and maintaining market share are important priorities. Having regard to these priorities, the parties agree that the terms and conditions of this Collective Agreement may be modified during the life of this agreement, but that such modification shall only occur with the mutual consent and written agreement between the parties.

Dated this 22 day of January 2013





EPSCA

Operating Engineers

## LETTER OF UNDERSTANDING #7

Between

**THE ELECTRICAL POWER SYSTEMS  
CONSTRUCTION ASSOCIATION**

AND

**INTERNATIONAL UNION OF OPERATING ENGINEERS**

### **RE: Training**

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. The Operating Engineers will attend industry standard training at no cost to EPSCA owners/contractors. This training is to be completed prior to referral and the Union will provide proof of successful completion to the Owner with the referral package. The parties agree the following training courses will be recognized as industry standard:
  - a. WHMIS
  - b. Working at Heights/Fall Protection
  - c. Standard First Aid/CPR/AED (Optional)
3. The EPSCA owners agree to evaluate the Operating Engineers forklift training in an effort to include it to the list above. Following the evaluation, it may be added upon mutual agreement.
4. The parties agree that EPSCA owners/contractors can request workers with industry standard training (as outlined above).

The parties agree to form a training sub-committee within 6 months of the collective agreement being ratified by both parties.

Dated at Toronto this \_\_\_\_ day of \_\_\_\_\_, 2020

FOR EPSCA:

FOR OPERATING ENGINEERS:

---

---

**LETTER OF UNDERSTANDING #8**

**Between**

**THE ELECTRICAL POWER SYSTEMS  
CONSTRUCTION ASSOCIATION**

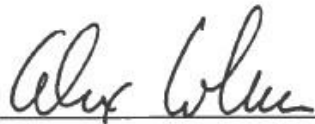
**AND**

**INTERNATIONAL UNION OF OPERATING ENGINEERS**

**RE: Implementation of Wage Schedules and Agreement**

1. The Union will have 21 calendar days from ratification to provide EPSCA with a breakdown of remittances.
2. The parties will have 45 calendar days upon ratification to review, approve and implement the wage schedules.
3. The parties will have 60 calendar days from ratification to review, approve the new collective agreement.
4. If no approval is received by the accredited union representative within the timelines above EPSCA shall provide written notice to the Union that no approval has been received. If no response is provided by the Union within 7 calendar days of the Union having received written notice, EPSCA shall approve the wage schedule and shall apply any negotiated increase to the base wage. The union will only be able to make changes in the next available window per the collective agreement.

Dated this 17 day of February 2016.



EPSCA



Operating Engineers



**LETTER OF UNDERSTANDING #9**

**Between**

**THE ELECTRICAL POWER SYSTEMS  
CONSTRUCTION ASSOCIATION**

**AND**

**INTERNATIONAL UNION OF OPERATING ENGINEERS**

**RE: Hours of Work - North of the French River - Hydro One Direct Hire Employees  
Only**

For work North of the French River, in remote locations where it is not practical for employees to return home daily, if the Employer wishes to establish an alternate hours of work arrangement, the Employer will contact the Union to discuss terms and conditions. The parties agree that any discussed alternatives are subject to the Union's written consent on a case-by-case basis.

Dated this 17 day of February 2016

  
\_\_\_\_\_

EPSCA

  
\_\_\_\_\_

Operating Engineers

# LETTER OF UNDERSTANDING #10

Between

**THE ELECTRICAL POWER SYSTEMS  
CONSTRUCTION ASSOCIATION**

**AND**

**INTERNATIONAL UNION OF OPERATING ENGINEERS**

**RE: Nuclear Projects Agreement**

## **Article 1.0 Scope**

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

## **Article 2.0 Term**

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

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

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

## **Article 4.0 Cooperation between Unions to Minimize Disputes**

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

## **Article 5.0 Employment - Hiring and Mobility**

### **5.1 REFERRALS**

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

#### **A) Nuclear Qualified Worker (NQW) Referral •**

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

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

### **5.2 TRANSFERS**

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

---

## **A) Transfer between Employers**

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

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

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

### **Article 7.0 Reporting Location**

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

### **Article 8.0 Breaks**

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

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

### **Article 9.0 Project Committee**

- 9.1 Subject to the Union's written consent on the terms of reference for the

Project Committee, the parties agree as follows:

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

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

## **Article 10.0 Radiation Protection**

- 10.1 The parties recognize that a trained pool of "green qualified" members (Construction Radiation Protection Coordinators "RPC's") is critical to project success. The parties will meet annually to review, discuss, and identify potential shortfalls and actions to ensure an adequate supply of qualified labour. The parties agree to work together to provide and maintain training opportunities that are aligned with Project needs.
- 10.2 RPG is a "qualification" and not a "trade function" irrespective of union or trade affiliation. While no union has jurisdiction over this role, the employer will undertake to employ RPC's in general proportion to the craft jurisdiction of the Project in question.
- 10.3 At the annual meeting referenced in 10.1 above OPGI, Bruce Power and the Employers will provide information regarding projected craft requirements (based on established jurisdiction) together with estimated numbers of supporting RPAs. The required training will occur in time so that qualified

BTU RPAs will be available in time to support upcoming Projects.

### **Article 11.0 First Nations Commitment**

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

### **Article 12.0 Code of Conduct**

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

12.1 The Parties agree that a Code of Conduct is in the best interests of all stakeholders to ensure efficient, productive projects. They also agree that failure to adhere strictly to all Code of Conduct provisions is grounds for serious disciplinary action, up to and including dismissal and/or removal from the Project. All Employees working under this agreement will be required to follow and adhere to the OPGI or Bruce Power LP Code of Conduct.

### **Article 13.0 Socially Progressive Programs**

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

### **Article 14.0 Protective Clothing and Equipment (OPG Only)**

14.1 In accordance with Article 27 of the collective agreement, employees will be provided with Radiological Personal Protective Equipment (RPPE) as required for radiological work in accordance with OPG RPPE procedures. OPG will provide the union with copies of their current RPPE procedures. For clarity, Blues coveralls are not RPPE.

14.2 OPG commits to meet with the Operating Engineers to review OPG's RPPE procedures.

### **Letter of Understanding Nuclear Qualified Worker (NQW)/Training**

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

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

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

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

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

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

#### Principles to Govern Initial Start Up

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

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

- The parties will explore the inclusion of the Security Clearance process as a part of the NQW.

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

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

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

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

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

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

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

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

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

Dated: February 17, 2016



Electrical Power Systems Construction Association



International Union of Operating Engineers



[The following modification in bold is to be applied to Statement of Understanding #2:  
Room And Board Allowance - North of the French River]

**STATEMENT OF UNDERSTANDING #2: ROOM AND BOARD ALLOWANCE -  
NORTH OF THE FRENCH RIVER\***

The Parties agree that individuals in the 80-97 kilometre radius ring working north of the French River will be eligible for room and board allowance if their actual road kilometres travelled exceeds 120 kilometres.\*

**Add:**

***\* This Statement of Understanding #2 does not apply to work performed on Hydro One sites.***

# LETTER OF UNDERSTANDING #11

Between

**THE ELECTRICAL POWER SYSTEMS  
CONSTRUCTION ASSOCIATION**

**AND**

**INTERNATIONAL UNION OF OPERATING ENGINEERS**

## **RE: 6X3 Schedule- Nuclear Only**

It is intended that this LOU is specific to the refurbishment projects at the Bruce Power site.

It is understood that this LOU may be applied to other nuclear sites, upon mutual consent of the parties.

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.

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 32 - 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, the employer will pay the applicable room and board for the scheduled rest rotation.

Shift changes amongst employees must be authorized by the employer.

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-seventh (1/7) 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 32 – Overtime Rates.

Dated at Toronto this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

FOR EPSCA:

FOR OPERATING ENGINEERS:

\_\_\_\_\_

\_\_\_\_\_

# INTERNATIONAL UNION OF OPERATING ENGINEERS' COLLECTIVE AGREEMENT

## TOOL LIST

### OPERATING ENGINEERS

- 1 Tool Box with lock and key
- 2 Chisels, cold
- 1 Hammer, ball peen, medium or heavy
- 1 Hack Saw Frame, 250 mm or adjustable
- 1 Pliers, combination
- 2 Punches, pin or taper
- 2 Screwdrivers, flat blade, medium or large
- 1 Wrench, adjustable, Crescent type, 250 mm or 300 mm
- \* 1 Wrenches, open end, set - up to 1"

### HEAVY DUTY MECHANICS

- 1 Tool Box (size to conform to Department's requirements)
- 1 Chisels, cold, flat, set of 3 or more - 6mm, 12 mm and 18 mm
- 1 Drills, twist, from 1.5 mm to 6.5 mm in 0.5 mm steps
- 1 Gauges, thickness, set
- 1 Gauges, spark plug set
- 1 Hack Saw Frame, 250 mm or adjustable
- 1 Hammer, soft face
- 3 Hammers, ball peen - light, medium and heavy
- 1 Jackknife
- 1 Pliers, combination, 150 mm
- 1 Pliers, diagonal cutting, 150 mm
- 1 Pliers, waterpump
- 1 Pliers, battery
- 2 Pliers, needle nose
- 1 Pliers, brake spring
- 1 Punch, centre
- 1 Punches, taper, set
- 1 Punches, pin, set
- \* 1 Rule, steel, 2 m
- 1 Scraper, carbon
- 1 Screwdriver, flat blade, offset
- 1 Screwdrivers, flat blade, set of 6; 150 mm up to 300 mm

\* *Measurement Sensitive*

## (TOOL LIST - continued)

### **HEAVY DUTY MECHANICS** (continued)

- 1 Screwdrivers, Phillips, set of 4 or 1 detachable head
- \* 1 Tape, rule, steel, 3 m
- 1 Tube Cutter and Flaring Tool
- 1 Wrench, adjustable, Crescent type, 150 mm
- 1 Wrench, adjustable, Crescent type, 300 mm
- 1 Wrench, box end, starter and manifold
- 1 Wrench, vise grip, 250 mm
- 1 Wrench, pipe, approximate length 350 mm
- \* 1 Wrenches, socket, set, master, up to and including 1/2" sq drive - approximately 70 pieces
- 1 Wrenches, socket, set, spark plug - approximately 6 pieces
- 1 Wrenches, open end, set - 5/16" to 1-1/2"
- 1 Wrenches, box end, set - 3/8" to 1-1/4"
- 1 Wrenches, tappet, set - approximately 6 pieces
- 1 Wrenches, Allen Head, set - approximately 8 pieces
- 1 Wrenches, ignition, set - approximately 8 pieces

\* *Measurement Sensitive*