

**GENERATION COLLECTIVE AGREEMENT**

ELECTRICAL POWER SYSTEMS CONSTRUCTION  
ASSOCIATION (EPSCA)

("the Employer")

-and-

LABOURERS' INTERNATIONAL UNION OF NORTH AMERICA  
ONTARIO PROVINCIAL DISTRICT COUNCIL

("the Union")

May 1, 2015 – April 30, 2020

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## ARTICLE 1 - RECOGNITION

1.01 EPSCA, as the accredited bargaining agent, recognizes the Union as the exclusive bargaining agency for a bargaining unit comprising all employees and foremen of all Employers bound by the accreditation, engaged in all construction industry work\* performed in the electrical powers systems sector in the Province of Ontario on Ontario Power Generation Inc. (OPGI), Hydro One, Bruce Power LP and Portlands Energy Centre property for the bulk power system, save and except the building of commercial-type office facilities at urban locations remote from operating facilities.

\* The work encompasses:

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

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

The work described above shall include work on property acquired by Ontario Power Generation Inc (OPGI), Hydro One, Bruce Power LP and Portlands Energy Centre 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), Hydro One, Bruce Power LP and Portlands Energy Centre for the storage of materials to be used on a project by Employees.

The term "employee" shall include all employees of the Employer in the classifications set out below:

## Group II

Watchman  
Labourer  
Heaterman  
Power Sweeper Operator  
Siamese Blowgun Operator  
Carpenter Helper  
Flagman  
Signalman  
Spotter  
Janitorial Cleaner (Construction Site)  
Area Captain (BHWP)

## Group VI

Formworker (Lakeview and Pickering Projects only)  
Conveyor Belt Attendant  
Scaler  
Wrecker – Demolition of Complete Buildings  
Yardman – Used Building Materials  
Form Stripper  
Powderman Helper  
Air Trac Driller Helper  
Bricklayer Helper / Mason Tender  
Stressing Operating Helper – Post-Tensioning and Prestressing  
Caulker including Tile and Concrete Pipe  
Grouter Operator (not machine)  
Portable Compressor Operator  
Small Pump Operator  
Pipe Layer  
Small Mixer Operator  
Concrete Worker  
Floatman  
Puddler  
Screedman  
Mortarman  
Air Tool Operator  
Concrete Core Drill Machine Operator  
Jackhammer Operator  
Tamper Operator  
Chainsaw Operator  
Vibrator Operator

Electrical Tool Operator  
Pressurized Grouterman  
Bomag Operator  
Scootcrete Operator  
Chipping Hammer Operator  
Concrete Breaker  
Jackleg Operator  
Rocksplitter Operator  
Farm Tracker Operator  
Tool Crib Attendant  
Building Labourer (Lines and Stations only)  
Stump Cutter Operator  
Stress Operator Post-Tensioning and Prestressing  
Welder – Post-tensioning and Prestressing

#### Group IX

Powderman  
Air Trac/Hydraulic Drills and Self-Propelled Hydraulic Drills  
Diamond Driller  
Injection Driller  
Blaster  
Cement Finisher (Bruce Power only)

If classifications are required, they will be negotiated, as appropriate, for work in the electrical power sector.

The term “foreman” shall include all foremen between the ranks of, but not including, working foreman and general foreman, save and except those described hereunder.

The “classifications” referred to above do not establish craft jurisdiction. Such jurisdiction is established in accordance with Articles 5 and 6 of this Collective Agreement.

1.02 EPSCA and the Union agree the use of nomenclature is meant to refer to both genders.

1.03 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. The foreman, if already eligible to act as a working foreman during the normal scheduled hours of work, will not act as a working foreman on overtime.

1.04 The wages, shift differential rates, benefits, overtime rates and hours of work Articles of this agreement do not apply to the work in (a) to (g) listed below. When such work is undertaken, the wages, shift differential rates, benefits, overtime rates and hours of work shall be established under the nearest influencing representative agreement between Locals and Contractors' Associations for the class and character of the work:

- a) Driveway and Parking Lot Construction;
- b) Railroad Construction;
- c) Landscaping;
- d) Precast concrete erection where the nearest influencing agreement is then current collective agreement between the Ontario Precast Concrete Manufacturers Association and the Union/LIUNA
- e) Fencing;
- f) Demolition where the nearest influencing representative agreement is in the current collective agreement between the Ontario Association of Demolition Contractors Inc. and the Union/LIUNA;
- g) For tunnelling work, the wages, classifications, compressed air premiums, hours of work and other individual employee working conditions shall be as established in the then current agreement between the Heavy Construction Association of Toronto and Labourers' Local 183.

\* *A crew is defined as the foreman and the total number of tradespersons directly supervised.*

## **ARTICLE 2 - ACCREDITED UNION REPRESENTATIVES**

2.01 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 Project. The Union will notify EPSCA in writing, of the names of such Union representatives or alternates in the event of illness or unavailability, so that they may be issued identification cards to permit entry to the site. Such representatives, after identifying themselves to the Employer 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.

2.02 An Accredited Union Representative may be appointed by LIUNA OPDC to be his designate in matters requiring the involvement of LIUNA OPDC. The LIUNA OPDC Representative will inform the Employer Representative, in writing, of the name, duration of, appointment and function of such designate.

### **ARTICLE 3 - UNION STEWARDS**

- 3.01 The Accredited Union Representatives shall inform the appropriate Employer Representative 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. A 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 appropriate Employer Representative Labour Relations Representative. A 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.
- 3.02 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.
- 3.03 The chief steward will be informed of all scheduled overtime. Where practical, a steward shall be given the first opportunity to work the overtime providing he is qualified to perform the work.
- 3.04 No foreman or subforeman shall be permitted to act as a steward.
- 3.05 Where practical and where requested by an employee, a Union Steward and/or Union Representative will be present at a meeting where there will be discipline or discharge meted out to an employee. There may be instances where this is not practicable (e.g., security breaches, fighting, safety breaches) or where a Union Steward and/or Union Representative is not available. No Steward shall be discriminated against for the performance of their duties as steward.

### **ARTICLE 4 - ADVANCE NOTICE**

- 4.01 The Employer or its designate will advise the Union of all new Generation Station Projects coming under the provisions of this Agreement for the construction field forces of the Employer.

Upon the request of the Union, the Employer or its designate 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. The Employer or its designate will record the minutes of prejob conferences and forward them within fifteen (15) working days to the Union.



- 4.02 Subsequent prejob conferences will be convened by the Employer or its designate 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.
- 4.03 The Employer or its designate will provide written notice to the Union as far in advance as possible of new work and prejob conferences as noted in Sections 4.01 and 4.02 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 Employer or its designate, but without formal notice, in writing, unless the prejob meeting has been waived by the parties.

## **ARTICLE 5 - WORK ASSIGNMENT**

- 5.01 (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.

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

- (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. When all these criteria are not met, a mark-up meeting is required.
- (c) When an Employer has work that is less than three (3) weeks duration and there are ten (10) or fewer employees covered by this Collective Agreement employed on this specific work, the Union will be notified of the scope of work and the Employer's proposed work assignments. The Union will have two (2) weeks from the date of notification to submit jurisdictional claims and supporting evidence to the Employer for consideration. The Employer will notify the Union of the final work assignments prior to the commencement of the work.
- (d) All work that does not meet the criteria set out in clauses 5.01(b) or 5.01(c) will be reviewed and assigned at a markup meeting.
- (e) The Employer or its designate will provide written notice to the Union as far in advance as possible of markup meetings. The Union may attend these markup meetings, and every effort will be made to settle questions of jurisdiction before the work is expected to commence.
- (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 in

attendance at the markup meeting. The Employer will specify a reasonable time limit for the Union involved to submit evidence of their claims. The Employer will evaluate all evidence submitted and make a final assignment of the work involved. The Employer will advise the Unions of the final assignments prior to the work commencing.

- (g) EPSCA and/or the Employer will record the proposed assignments and jurisdictional claims and forward a copy of them within fifteen (15) working days to the Union.
- (i) 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 6 - JURISDICTIONAL DISPUTES**

- 6.01 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 Ontario Labour Relations Board without permitting it to interfere in any way with the progress of the work at any time.
- 6.02 In the event the Union elects to pursue or respond to the Jurisdictional Dispute at the Ontario Labour Relations Board as governed by 6.01 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 mis-assignment of work only in the circumstances where the other unions involved in the proceedings is (are) equally restricted in their ability to claim for damages. However this clause shall not apply where the Jurisdictional Dispute and the this-assignment 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. The board panel appointed by the Ontario Labour Relations Board will govern its decision pursuant to its normal criteria.
- 6.03 In the event the Union elects to pursue or respond to the Jurisdictional Dispute at the Ontario Labour Relations Board as governed by 6.01 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.
- 6.04 A work assignment made in a nuclear reactor vault of a de minimums nature that arises from unplanned and unexpected (i.e. emergent) work that is inconsistent with typical Labourer jurisdiction will not be grieved or become the subject of a jurisdictional dispute if;

- a) The assignment is less than two hours in duration and a Labourer is not readily available;
- b) The work is performed by two or fewer employees;
- c) The assignment does not result in the reduction of hours of work of any employee in the Labourer represented bargaining unit
- d) The trade or trades who actually perform the work have corresponding language in their collective agreement(s)

## **ARTICLE 7 - UNION SECURITY**

### **7.01 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

### **7.02 UNION DUES AND CHECKOFF**

- a) The Employer agrees to deduct from each employee covered by the terms of this agreement working dues at the rate provided for in the applicable Local Union Schedule which shall be remitted to the Secretary-Treasurer of the applicable Local Union by the fifteenth (15th) day of the month following the month in which such deduction was made.
- b) Ontario Provincial District Council working dues consisting of forty cents (\$0.40) per hour shall be deducted and remitted by the Employer directly to the Labourers' Pension Fund of Central and Eastern Canada, along with the pension contributions.
- c) The amounts of the Ontario Provincial District Council working dues deductions, as well as the recipient of said deductions, may only be altered by the Secretary-Treasurer of the Ontario Provincial District Council in accordance with Article 7.02 (f) below.
- d) The Employer shall, when remitting such dues, submit a list of names and social insurance numbers (where permissible under applicable

legislation) for and on whose behalf such deductions were made, on one (1) Standard Benefits Form showing all applicable deductions and/or contributions.

- e) The aforesaid remittances shall be made directly by the Employer as aforesaid notwithstanding anything contained in any other article, Appendix or Schedule to this Agreement.
- f) Wage Schedule, dues and remittance changes are to be provided in writing to EPSCA and changes shall only take place during the month of March of each calendar year. The effective date of such changed wage schedules, dues and remittances shall be within 30 days of receipt of such notice. Upon mutual agreement of EPSCA and the union, in exceptional circumstances, EPSCA and/or the union may require changes to the wage schedule outside the window outlined above. Such agreement shall not be unreasonably denied.

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

- (i) a fixed dollar amount per month;
- (ii) a fixed percentage of vacationable gross earnings per month;
- (iii) a fixed cents per hour worked or paid;
- (iv) a fixed cents per hour worked or paid plus a fixed dollar amount per week or month;
- (v) 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 8 - EMPLOYMENT**

- 8.01 (a) For purposes of this Article, a geographic area will be established for each Major Project and geographic areas. 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 pre-job conferences.
- 8.02 An office will be established by the Employer with the approval of EPSCA for each Major Project. A purpose of this office will be to co-ordinate employment as specified in this Article.

- 8.03 The Employer, with the approval of EPSCA, and the Union will exchange the names of their representatives in each of the areas described in 8.01 (a), who will be responsible for co-operating in the referral and employment of reliable and competent union members.
- 8.04 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.
- 8.05 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. The employment of key tradesmen and tradesmen employed through the Employment Request Article will be negotiated between the Employer or EPSCA and the Union and will be contained in the trade appendices.
- 8.06 The employment of additional tradesmen, excluding key tradesmen and tradesmen employed through the Employment Request Article, shall be carried out on the following basis and sequence
- (a) The Employer with the approval of EPSCA will make a request to the local union office for tradesmen required. The request will include a description of the work, the number of qualified tradesmen required, and the name of the Employer for whom the tradesmen will be working.
  - (b) The Union members who are resident in the designated geographic area will be referred by the Union for employment through EPSCA. 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.
  - (c) If, after a request has been made, the Union is unable to supply sufficient tradesmen to meet the manpower requirements of the Employers, the Employers may employ tradesmen who are resident within the geographic area. Such tradesmen shall comply with the requirements of Article 7 - Union Security of this Agreement. The Employer with the approval of 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 within the geographic area has been exhausted and additional tradesmen are required, The Employer with the approval of EPSCA will contact the LIUNA OPDC Representative, or his designate, in order to determine whether suitable union tradesmen are available outside of the geographic area. The Employer with the approval of EPSCA will co-operate in providing employment to such union tradesmen

on the basis that they be supplied from the nearest location where they are available.

- 8.07 Notwithstanding the provisions of Articles 8.05 and 8.06, 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 29 and 30.
- 8.08 An employer bound to this agreement shall have the right to transfer local union members working in the local union's geographic jurisdiction under any of the collective agreements referred to in Article 1.01 to which the employer is bound, to perform the work specified in Article 1.01, on projects covered by this collective agreement in the same local union's geographic jurisdiction. Such employees must be cleared by the Local Union prior to the transfer.
- 8.09 Employers shall have the right to transfer up to 25% of local union members working at sites covered by this collective agreement in the local union's geographic jurisdiction to other sites covered by this collective agreement in the same local union's geographic jurisdiction. Foreman and sub-foreman who are transferred are included in any 25% calculation.
- 8.10 In the event of a layoff of an accommodated employee, the seniority provisions of the collective agreement apply. An accommodated employee has no greater seniority rights by virtue of his injury or accommodation.

#### **ARTICLE 9 - KEY TRADESMEN**

- 9.01 Employers reserve the right to transfer tradesmen from one location to another to effectively utilize their special skills, having regard for the special requirements of thermal, nuclear and hydraulic generation.
- 9.02 The number of key tradesmen to be transferred will be jointly determined at a pre job conference as provided for in Article 4 - Advance Notice.
- 9.03 All key tradesmen, requested by the Employer and agreed to by the Union, must obtain clearance from the Local Union before commencing work.

#### **ARTICLE 10 - HIRING, TRANSFER AND RECALL**

##### 10.01 Nuclear Sites

Local 1059 - Bruce

No provisions.

Local 506 – Pickering

The employer may name hire up to fifty per cent (50%) of the total crew within each project, provided that:

- a) The person is a member in good standing of Local 506. The member is registered on a Local 506 work referral list and is currently unemployed as a result of layoff or if **for** any other reason has been registered for two (2) weeks or more.
- b) The employer notified the union hall directly with the request to name hire any individual member and at the same time provide the request for hall referrals to comply with above requirements. The employer may hire the odd-number member only with consent of the union. Such consent will not be unreasonably denied
- c) The Employer may name hire up to 100% of total crew for emergency work within 48 hours. Such consent will not be unreasonably denied.

#### Local 183 (East) – Darlington

The employer may recall former employees who had previously been on the payroll of the Employer. A member at date of recall, must be in good standing in the union and be registered as unemployed with the Local Union. To qualify for recall a former employee must be requested within 12 calendar months of termination. The former employee must have been on the payroll of the Employer for at least (20) twenty calendar days in order to be eligible for recall.

#### 10.02 Non-Nuclear Sites

- (a) The Employer agrees to contact the Local Union having jurisdiction over the work for its needed supply of men for the following day. All employees hired through the union shall present to the Employer a referral slip from the Union prior to commencing employment, unless such referral has been transmitted electronically by the union to the Employer. It is understood that if the Local Union is unable to provide the required men within 72 hours, the Employer is free to hire such labour as is available, but such labour shall acquire a referral slip prior to commencing work on the second day after hiring and as a condition of employment, either be in good standing or apply for membership in the union within 7 days.
- (b) Except as set out in (i), the employer may recall former employees who had previously been on the payroll of the Employer. A member at date of recall, must be in good standing in the union and be registered as unemployed with the Local Union having jurisdiction where the work is to be performed. To qualify for recall a former employee must be requested within twelve (12) calendar months of termination. The former employee must have been on the payroll of the Employer for at least (20) twenty calendar days in order to be eligible for recall.
  - (i) No recall in the area of Local 1059

- (c) The employer may request and the Local Union may agree to clear additional tradesmen.

## **ARTICLE 11 - PROJECT LAYOFF PROCEDURE**

- 11.01 During staff reduction the Employer shall layoff the last employee hired, provided the remaining employees are able to perform the work currently underway.
- 11.02 Subject to Article 12.10, the Employer shall have the right to move foremen from construction site to construction site.

When a requirement for foremen no longer exists, the treatment of foremen shall be as follows:

- a) Foremen who are transferred into, or hired as a Foreman at, an EPSCA construction site as a foreman shall be laid off as a foreman or transferred out to another construction site as a foreman.
- b) An employee who has been promoted to the foreman level by the Employer during the course of his employment on an EPSCA construction site, shall not be subject to (a) above and will be reduced to a working position at such site. For layoff purposes, the employee will then be subject to Article 11.01.

## **ARTICLE 12 - FOREMEN**

- 12.01 It is understood that foremen hold a key position in the relationship between the Employer 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 Employer and the Union will make every effort to minimize problems that may arise which concern the relationship between the foremen, the Employer and the Union.
- 12.02 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 Employer, and will not work with the tools of the trade, except as specified elsewhere in this 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 for resolution. If the matter cannot be resolved, the grievance procedure may be invoked by either party.
- 12.03 The selection and retention of foremen will be the responsibility of the Employers. When making appointments to the foreman level, the Employer 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.

12.04 In accordance with Article 7 - Union Security and Article 12.03 above, the appropriate Union affiliation for foremen shall be determined, as follows:

- a) Prior to appointment. Foremen appointed by internal promotion shall retain the Union membership held.
- 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.

12.05 (a) The rates of pay for foremen shall be the greater of:

- (i) Three dollars (\$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) and (c) hereunder.

(b) The rates of pay for foremen engaged in the supervision of work covered by the "exceptions" in this 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.

12.06 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.

12.07 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.

12.08 Overtime rates for Foremen for work performed outside normal hours as defined in Article 26 - 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.

12.09 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.

12.10 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.

12.11 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.

12.12 On a charge-out basis, the Employer shall supply foremen with protective clothing appropriate for the conditions under which the work is being done.

12.13 Foremen shall be accountable, but not liable, for gang tools used by their crew.

**ARTICLE 13 - WAGES**

13.01 Effective May 1, 2015 and until April 30, 2020, the rates of pay for employees in the classifications listed in Article 1.01 of this agreement shall be as set forth in the wage schedules attached hereto.

13.02 Three (3) Zone Concept – Non Nuclear

The parties agree to implement a three (3) zone concept that covers the listed LIUNA locals. The total wage package (TWP) will be the same throughout the zone, across the locals. The TWP will be determined by averaging the May 1, 2009 TWP from each of the affected locals. The three (3) zones will be as follows:

Zone 1	Zone 2	Zone 3
Local 625 – Windsor Local 625 – Chatham	Local 183 – Oshawa Local 183 – Peterborough Local 183 – Huntsville	Local 607 – Thunder Bay
Local 837 – Hamilton Local 837 – St. Catharines	Local 527 – Cornwall Local 527 – Hawkesbury Local 527 – Ottawa	Local 493 – Timmins Local 493 – NE Misc Local 493 – Sudbury

Zone 1	Zone 2	Zone 3
Local 1059 – London (4A) Local 1059 – London (4B)	Local 247 – Kingston	Local 1036 – Sault Ste. Marie
Local 1081 – Bradford Local 1081 – Kitchener		
Local 1089 – Sarnia		

Once the zone total packages are determined the monetary increases shall be added on the total wage package.

No employee will suffer a reduction in total wage package as a result of this agreement and the introduction of the zone concept.

Employees shall maintain their current total wage package in the event their current total wage package is higher than the zone total wage package, until such time as the total wage package surpasses their total wage package at which time they shall receive the higher rates.

13.03 EPSCA shall provide the Union with current wage schedules.

May 1, 2015 – 2.5% TWP Increase – Retro to May 1, 2015

Year 2 – 1.25% TWP

Year 3 – 1.25% TWP

Year 4 – 1.25% TWP

Year 5 – 1.25% TWP

13.04 The rate of the subforeman classification listed in Article 1.01 shall be the appropriate hourly rates for his classification plus one dollar and seventy-five cents (\$1.75) per hour and shall be as set forth in the wage schedules attached hereto.

## **ARTICLE 14 - PAY PROCEDURE**

14.01 NORMAL

- (i) 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 14.01(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.

- (ii) Wages shall be paid by the Employer 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 statement, in writing, which can be retained by the employee, setting forth:
  - i. The period of time or the work for which the wages are being paid;
  - ii. The rate of wages to which the employee is entitled;
  - iii. The amount of wages to which the employee is entitled;
  - iv. The amount of each deduction from the wages of the employee and the purpose for which each deduction is made;
  - v. Any allowance or other payment to which the employee is entitled;
  - vi. The amount of vacation pay for which the employee is being credited;
  - vii. The amount of statutory holiday pay for which the employee is being credited; and;
  - viii. The net amount of money being paid to the employee.
- (iii) 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.

#### 14.02 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 the Employer 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. 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. 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 in Article 14.02.
- 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 14.02(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.

14.03 The parties agree to direct deposit. An Employer will provide assistance to employees who require assistance obtaining a bank account.

#### **ARTICLE 15 - CALL-IN PAY**

15.01 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 16 - REPORTING PAY ON 8 HOUR AND 10 HOUR SHIFTS**

16.01 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.

16.02 An employee in receipt of reporting pay shall also receive travel or board allowance, if applicable.

16.03 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 17 - INCLEMENT WEATHER PAY**

- 17.01 An employee, who reports for work at the beginning of a shift and is unable to commence work due to inclement weather, will receive two (2) hours' pay at the applicable rate. To qualify, the employee must remain on the job site for two (2) hours, unless excused by an authorized representative of the Employer.
- 17.02 An employee who reports for and commences work, but is unable to continue work due to inclement weather, shall receive two (2) hours' pay at the applicable rate or pay for the actual time worked for that shift, whichever is greater.
- 17.03 An employee who qualifies for inclement weather pay shall also receive travel or board allowance, if applicable.

Article 18 - GENERATION PROJECTS DAILY TRAVEL ALLOWANCE AND ROOM AND BOARD

## **DAILY TRAVEL ALLOWANCE**

- 18.01 The daily travel allowance will be paid by the Employer to employees who are not receiving room and board as referred to in Section 18.02, on the following basis:
- a) if an employee lives within forty (40) radius kilometres\* of the project, no travel allowance will be paid.
  - b) If an employee lives within 40 to 56 radius kilometres of the project, he shall receive \$27.87 per day travel allowance effective August 14, 2015 (\$28.14 effective May 1, 2016, \$28.43 effective May 1, 2017, \$28.71 effective May 1, 2018 and \$29.00 effective May 1, 2019) for each day worked or reported for.
  - c) If an employee lives within 56 to 80 radius kilometres of the project, he shall receive \$32.37 per day travel allowance effective August 14, 2015 (\$32.69 effective May 1, 2016, \$33.02 effective May 1, 2017, \$33.35 effective May 1, 2018 and \$33.68 effective May 1, 2019) for each day worked or reported for.
  - d) If an employee lives within 80 to 97 radius kilometres of the project, he shall receive \$37.12 per day travel allowance effective August 14, 2015 (\$37.49 effective May 1, 2016, \$37.86 effective May 1, 2017, \$38.24 effective May 1, 2018 and \$38.62 effective May 1, 2019) for each day worked or reported for.
  - e) If an employee lives greater than 97 radius kilometres from the project and does not qualify for subsistence allowance under Section 18.02 below, he will receive \$42.91 per day travel allowance effective August 14, 2015 (\$43.34 effective May 1, 2016, \$43.78 effective May 1, 2017, \$44.22 effective May 1, 2018 and \$44.66 effective May 1, 2019) provided he continues to travel greater than 97 radius kilometres for each day worked or reported for.

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

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

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

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

*Bruce G.S. "A" and Bruce G.S. "B" 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.*

## **18.02 ROOM AND BOARD**

The following conditions will apply for employees whose regular residence\* is more than 97 radius kilometres 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 18.02(b), (c) and (d) 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 \$85.84 per day effective August 14, 2015, (\$87.56 effective May 1, 2016, \$89.31 effective May 1, 2017, \$91.10 effective May 1, 2018 and \$92.92 effective May 1, 2019) for each day worked or reported for when employed at a location south of the French River and \$105.24 per day effective August 14, 2015, (\$107.35 effective May 1, 2016, \$109.50 effective May 1, 2017, \$111.69 effective May 1, 2018 and \$113.92 effective May 1, 2019) for each day worked or reported for when employed at a location north of the French River subject to Sections 18.02(c) and 18.02(d) 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 kilometres from the project will be entitled to

\$52.09 per day effective August 14, 2015, (\$53.13 effective May 1, 2016, \$54.20 effective May 1, 2017, \$55.28 effective May 1, 2018 and \$56.39 effective May 1, 2019) worked or reported for.

- (d) An employee employed at the Pickering or Darlington Project who qualifies for a subsistence allowance as provided for above shall receive a subsistence allowance of \$68.58 per day effective August 14, 2015, (\$69.96 effective May 1, 2016, \$71.36 effective May 1, 2017, \$72.78 effective May 1, 2018 and \$74.24 effective May 1, 2019) 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.*

18.03 An employee shall not qualify for daily travel allowance or room and board allowance as provided for in Sections 18.01 and 18.02 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.

- (a) 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.

- (b) The Union recognizes the Employer's right to charge for board and other existing services. The Employer fixes the charge for board and other existing services in camps at twenty-five dollars (\$25.00) per day. This will be applied on the following basis:

- (i) An employee who remains in camp on a normally scheduled work day on which he does not work will be charged twenty-five dollars (\$25.00) per day, unless he is excused from work for a legitimate reason by the project medical attendant or an authorized representative of his Employer.

- (ii) 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.



- (iii) 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.
- (iv) 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.

18.04 All applications for daily travel and room and board must be complete and filed with the Employer within seven (7) days of employment. The help requisition will include the duration of work. The employer will not be responsible for any application filed thereafter, inclusive of an employee who has been laid off, has quit or has been terminated within the first seven (7) days).

18.05 All distances for the purposes of Article 18 – Generation Projects Daily Travel and Allowance and Room and Board, will be determined by electronic means.

18.06 Upon application, payment of Room and Board and Travel Allowance will be issued for the first two pay periods. Failure to provide satisfactory proof of eligibility during this period will result in cessation of payments and the recover in two equal payments. In the event of termination for any reason before full recover any balance owing will be recovered from the final pay.

18.07 Room and Board North of the French River: Individuals in the 80-97 kilometer radius ring working north of the French River will be eligible for room and board allowance if their actual road kilometers travelled exceeds 120 kilometers.

18.08 Unreasonable relationship: For Employees in the 80 to 97 kilometer travel ring, and who travel 120 kilometers or more by the most direct route, are eligible to apply for Room and Board allowance as per the Collective Agreement.

## **ARTICLE 19 - TRAVEL AND TRANSPORTATION**

### **19.01 INITIAL EMPLOYMENT**

On recruitment of tradesmen who live between 80 to 161 radius kilometres from the project, the Employer shall pay thirty dollars (\$30.00) for the initial trip to the project.

### **19.02 ONTARIO RESIDENTS**

On recruitment of tradesmen who live in Ontario but beyond 161 radius kilometres from the project, the Employer shall pay as an allowance of \$0.35 per radius kilometer, effective September 23, 2010 plus travel time based on one (1) hour's pay for each 80 radius kilometres of travel to a maximum of eight (8) hours' pay, for the initial trip to the project from where the tradesman lives or place of recruitment, whichever is closer to the project.

### 19.03 NON-ONTARIO RESIDENTS

On recruitment of tradesmen who live outside Ontario and beyond 161 radius kilometres from the project, the Employer shall pay as an allowance the equivalent of the cost of public transportation plus travel time based on one (1) hour's pay for each 80 radius kilometres of travel to a maximum of eight (8) hours' pay, for the initial trip to the project from where the tradesman lives or place of recruitment, whichever is closer to the project

19.04 To qualify for payment in 19.01, 19.02 or 19.03, the employee must remain at the project for a minimum of fifteen (15) working days or the duration of the job, whichever is lesser.

19.05 On termination of employment due to a reduction of staff, an employee entitled to payment under 19.01, 19.02 or 19.03 shall be entitled to return expenses calculated in the same manner as in 19.01, 19.02 or 19.03 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.

### 19.06 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 travelling time equivalent at straight-time rates up to a maximum of eight (8) hours

## **ARTICLE 20 - STANDOFF**

20.01 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. A Record of Employment will be issued electronically upon the commencement of the Standoff. No travel allowance will be paid to an employee for the Standoff period. Subsistence allowance will only be paid when proof that temporary residence is being maintained is provided. Proof of residency will be in a form acceptable to Management such as a Landlord receipt, hotel/motel receipt, etc.

20.02 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.

20.03 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.

20.04 If an employee elects layoff beyond the tenth (10th) consecutive working day, it shall be carried out in accordance with the terms of the Layoff/Seniority provisions of this Collective Agreement. An employee laid off will be issued a Record of Employment form on his date of layoff indicating "Layoff - Shortage of Work". The Employer does not retain recall rights if the employee elects Layoff.

20.05 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:

- (a) Eight (8) scheduled working days will be considered the equivalent of ten (10) consecutive working days.
- (b) Sixteen (16) scheduled working days will be considered the equivalent of twenty (20) consecutive working days.
- (c) Twenty-four (24) scheduled working days will be considered the equivalent of thirty (30) consecutive working days.

## **ARTICLE 21 - REST PERIOD**

21.01 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.

21.02 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.

21.03 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 22 - LUNCHROOM FACILITIES**

22.01 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 23 - MEALS ON OVERTIME**

### **23.01 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 1/2) 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 he 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 1/2) hours worked on Saturdays, Sundays or Recognized Holidays for employees who normally work the third shift.

### **23.02 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 24 - TOOLS AND CLOTHING**

24.01 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 for the trade. Employers may supply tools and equipment to employees. Employees receiving such tools and equipment shall be responsible for them in accordance with this Article.

The 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 fifteen dollars (\$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) The 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.

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 fifteen dollars (\$15.00) but not exceeding five hundred dollars (\$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.

24.02 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.

- 24.03 Gang tools are tools which are issued to a foreman and are used by one or more members of the crew. Gang tools shall be the responsibility of the Employer.
- 24.04 Employees working in a radiation area, in plastic suits or replacement material of the fully enveloping type with an independent air supply, will receive fifteen dollars (\$15.00) per day (\$16.00 per day effective May 1, 2013 and \$17.00 per day effective May 1, 2014). A day for the purposes of this item shall be defined as any period up to twelve (12) hours.
- 24.05 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.
- 24.06 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 trade's tool lists, nor are they the tools and equipment identified in 26.01 of this article.

## **ARTICLE 25 - PROTECTIVE CLOTHING AND EQUIPMENT**

- 25.01 Employees must, at their own expense, provide suitable clothing for the performance of their regular duties. Employees are required to wear protective clothing and use protective equipment, as determined by the Employer, for the work being done, subject to sections 25.02 and 25.03 below.
- 25.02 The Employer shall provide suitable rainwear, when required.
- 25.03 The protective clothing and equipment covered in sections 25.01 and 25.02 of this Article that is provided by the Employer shall be charged out to the employee and the employee shall be responsible for the return of such clothing and equipment to his Employer.

No charge will be made against an employee for protective clothing which may be substantiated as having been lost or stolen due to circumstances beyond the employee's control. Any lost or stolen articles are to be reported to the supervisor immediately.

- 25.04 On abnormally dirty and /or corrosive work in which employee's' clothes may permanently damaged, the Employer shall supply and maintain the appropriate protective clothing at no cost to the employee. Such protective clothing will remain the property of the Employer and will be returned by employee upon completion of the work involved.

## ARTICLE 26 - HOURS OF WORK

### 26.01 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 except as described in Sections 26.02, 26.03, 26.04, 26.05, 26.06 and 26.07.

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

- a. Four (4) consecutive ten-hour shifts, Monday to Thursday or;
- b. Four (4) consecutive ten-hour shifts, Tuesday to Friday;
- c. Five (5) consecutive eight –hour shifts;
- d. 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. If an Employer, with the approval of the owner, 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) hours 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.

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

### Three (3) Shift Operations

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.

26.02 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.

26.03 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.

26.04 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.

26.05 The weekly hours of work for Watchmen shall be forty-eight (48) hours per week. Watchmen may be required to work up to twelve (12) hours per day.

26.06 The weekly hours for tunneling shall be forty (40) per week.

26.07 The weekly hours of work for mason tenders shall be forty (40) comprised of eight hour and one-half hours Monday through Thursday and six hours on Friday. All work in excess of the daily hours shall be overtime.

#### 26.08 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.

26.09 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 or the Employer with the approval of EPSCA and the Union.

#### 26.10 LUNCH PERIODS FOR MAJOR PROJECTS

A lunch period will be given no earlier than four (4) hours and no more than five (5) hours after the start of the shift and will be one-half (1/2) hour in duration. A lunch period will be given no earlier than three and one-half (3 1/2) hours and no more than five (5) hours after the start of the third shift and will be one-half (1/2) hour in duration.

26.11 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.

For Nuclear sites only

- 26.12 If an Employer, with the approval of the owner, intends to change the weekly hours of work, a minimum of three (3) days written notice shall be sent to the Local Union. The start time for the day shift shall be between 6:00 AM and 9:00 AM.. The start time for the afternoon shift shall be immediately following the day shift or within two (2) hours either way of the end of the day shift. Crews may have different start times. The shift differential for those employees working the afternoon shift when a two-shift operation has been established by the Employer will be one-seventh (1/7) for scheduled hours worked on that shift.
- 26.13 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 eight (8) or ten (10) hour shift (a meal break will not be delayed more than five (5) hours from the start of the shift;
  - (b) 1 – 30 minute meal period for the first two (2) hours worked beyond the regular quitting time on a eight (8) or ten (10) hour shift and for each four (4) hours worked thereafter. Overtime meal periods will be at straight time if the employee has been notified of the overtime the day before or if a free meal is provided. The meal period will be at premium time if a meal is not provided;
  - (c) 2 – 15 minute rest periods in each eight (8) or (10) hour shift; In the event that rest periods are not taken, the employee will either be paid an additional ½ hour of wages or be allowed to leave work ½ hour early with pay;
  - (d) If an employee works beyond the normal quitting time of a ten (10) hour shift and does not take rest periods of overtime meal period the employee will either be paid 1.5 hours additional wages or allowed to leave 1.5 hours early;
  - (e) An employee will receive a 15 minute rest break for each 2 hours of overtime worked when not entitled to a meal break and has taken rest breaks as per (b) above;
  - (f) Employees who are medically required to take more or different rest or meal periods will be accommodated.

**ARTICLE 27 - SHIFT DIFFERENTIAL RATE**

27.01 Employees required to work shift work, other than the regular day shift, shall

receive a shift differential rate of one-seventh (1/7) for normal scheduled shift hours worked. 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.

27.02 For employees required to work shift work on tunnelling, the following conditions will apply: Where three shifts are worked, the shift times shall be as follows, subject to variation by agreement of the Union and an employer:

- a) 1<sup>st</sup> Shift: 7:00 am. - 3:00 pm
- b) 2<sup>nd</sup> Shift: 3:00 pm - 11:00 pm
- c) 3<sup>rd</sup> Shift: 11:00 pm - 7:00 am

On such three shift tunnelling operations, it is agreed the meal break will be paid. Where three shifts are working involving payment of Saturday or Sunday overtime under the provisions of this agreement, it is agreed that shift premium, where applicable, will be paid in addition to the overtime. All second shift work to be paid at time and one-eighth the regular day shift rate, and all third shift work to be paid at time and one-seventh the regular day shift rate. On tunnel work, all hours worked on a second shift after 11:00 pm will be paid at third shift premium rate (time and one-seventh), but this does not apply when the regular quitting time for the second shift is 12:00 midnight.

27.03 Shift differential will not be paid on overtime hours.

## **ARTICLE 28 - OVERTIME RATES**

28.01 Overtime rates are paid for work performed outside of normal hours of work as defined in Article 26 -"Hours of Work"- of this Agreement and for work performed on Saturday, Sunday, the Statutory Holidays listed in Article 29.01 and shall be as set forth in the wage schedules subject to 28.2 below.

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

28.02 EPSCA shall amend wage schedules with respect to overtime to conform to the overtime rates of pay for the classifications listed in Article 1 of this Agreement paid in the locality by Employers under agreement with the Union for construction work of a related nature.

28.03 When overtime work is required, a minimum of one-half (1/2) hour's work will be provided.

#### 28.04 WATCHMEN

Overtime rates for Watchmen (excluding tunnelling) shall be one and one-half times (1 ½) the basic rate for all hours worked outside of twelve (12) hours per day or in excess of forty-eight (48) hours per week.

Two times (2x) the basic rate shall be paid for all hours worked on the Statutory Holidays listed in Article 29 of this agreement.

#### 28.05 TUNNELLING

All work performed in excess of the regular working day of eight (8) hours from Monday to Friday inclusive, shall be deemed overtime work. The rate of wages shall be time and one-half (1 ½) the regular day shift rate. All work on Saturday, Sunday and recognized holidays shall be paid for at double the regular day shift rate, except where shift work is in operation. Time worked after midnight Friday night shall be paid for at the rate of time and one-half (1 ½) in respect of a shift commencing Friday evening and terminating not later than 7:00 am on Saturday morning.

#### 28.06 PROJECTS AND STATIONS ONLY

The Chief Steward will be informed of all overtime and shall be given the opportunity to work providing he is capable to perform the available work. In the event he declines the work, he shall be responsible to designate a steward to work the overtime who is qualified to perform the available work.

### **ARTICLE 29 - STATUTORY HOLIDAYS**

29.01 Statutory Holiday pay rate shall be six (6) percent of vacationable gross earnings. Payment shall be made weekly on the employee's regular pay cheque.

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.

EPSCA or the Employer with the approval of EPSCA reserves the right to change the day of observance of a Statutory Holiday when such a holiday falls on a Tuesday or Thursday.

## **ARTICLE 30 - GRIEVANCE PROCEDURE**

30.01 Grievances within the meaning of the grievance and arbitration procedure shall consist only of disputes about the interpretation or application of particular clauses of this Agreement and about alleged violations of this Agreement. In the event of any dispute concerning the meaning or application of any provision of this Agreement or a dispute concerning an alleged violation of this Agreement, there shall be no suspension or disruption of work, but such dispute shall be treated as a grievance and shall be settled, if possible, by EPSCA and/or the Employer or its designate 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 Article 31 do not apply to jurisdictional disputes.

### **30.02 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.

### **30.03 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 and/or the **Employer** within fifteen (15) working days of the alleged grievous act. Within ten (10) working days of the filing of the grievance, EPSCA and/or 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 a representative of EPSCA 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 and/or the Employer shall give its reply on the prescribed form to the Accredited Union Representative within five (5) working days from the date of the First Step meeting. Copies of completed grievance forms signed by the appropriate parties shall be filed by the Accredited Representative with EPSCA and/or the Employer. The Accredited Union Representative for the grievor will file a copy with the Union.

EPSCA and/or the Employer will send a copy of any signed first step grievance settlement between the Accredited Union Representative and Manager to the Union and the EPSCA office, or its designate.

#### 30.04 SECOND STEP

If unresolved after the Preliminary Discussion (Article 30.02) and the First Step Article (30.03) stages of the grievance procedure, the Union has the right to refer a grievance directly to EPSCA for any unreasonable rule or policy imposed by the owners or contractors that is applicable to any member of the Union.

Within ten (10) days of being referred to EPSCA, a meeting will be convened between senior representatives of EPSCA and the Union, or their delegates. At least one of the representatives for EPSCA will be a representative for the respective owner or contractor that originated the policy.

If the grievance is not resolved within five (5) days, the Union may refer the matter to arbitration.

#### 30.05 EMPLOYER OR UNION GRIEVANCES

The processing of EPSCA, Employer or Union grievances will begin at the Second Step. The Employer or its designate, 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.

#### 30.06 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, EPSCA Representative/Area Construction Manager or its designate 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.

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

#### 30.08 GRIEVANCE FACILITIES

The Employer or its designate shall provide the necessary facilities for all grievance meetings.

30.09 The union has the right to refer any grievance to arbitration pursuant to s. 133 of the Labour Relations Act.

## **ARTICLE 31 - ARBITRATION**

31.01 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 30, the matter may be submitted within thirty (30) days of its failure of settlement by grievance procedure by either EPSCA and/or the Employer, or 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.

31.02 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.

31.03 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 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 parties.

31.04 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 32 - NO STRIKE – NO LOCKOUT**

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

## **ARTICLE 33 - BENEFITS**

33.01 The Employer agrees to pay into operative welfare, pension, prepaid legal and supplementary unemployment benefit plans, whether in addition to the wage rates or deducted from the wage rates, for employees covered by this agreement. The amounts shall be as set out in the wage schedules attached hereto.

33.02 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 them. Should the welfare, pension or SUB plan contributions recognized under this Agreement change during the term of this Agreement then an adjustment may be made to the base rate. The Union will notify EPSCA of changes in accordance with Article 7.02(f).

33.03 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.

## **ARTICLE 34 - VACATION PAY**

34.01 The Vacation Pay rate shall be four (4) percent of vacationable gross earnings\*. Payment shall be made weekly on the employee's regular pay cheque. 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 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.*

*\*\* Service will be calculated based on an employee's length of continuous service with his Employer.*

#### **ARTICLE 35 - RADIATION WORK**

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

#### **ARTICLE 36 – FIRST NATIONS CONTENT COMMITMENT**

36.01 When a First Nations employment commitment is established on a project, the employer will meet with the Union and the First Nations representatives to deal with labour relations issues prior to the implementation of any commitment. If necessary these issues will be dealt with through the Labour Relations Committee.

36.02 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 37 – CONSTRUCTION CRAFT WORKER**

37.01 EPSCA is interested in exploring this concept further, subject to the understanding that if the Construction Craft Worker is added to the collective agreement, it in no way alters the existing jurisdiction of the union or impacts the jurisdiction of other unions in the portion of the electrical power systems sector covered by this agreement.

The parties agree to meet and discuss the concept of the Construction Craft Worker and its inclusion in this agreement within 2 months of ratifying the agreement.



## **ARTICLE 38 – PREMIUMS**

38.01 When an employee covered by this Agreement is required to work from a bosun chair or swing stage, he/she will receive an additional forty-five cents (\$0.45) per hour for each hour worked.

38.02 When an employee covered by this Agreement is working as a greenman, he shall receive the foreman's rate of pay.

## **ARTICLE 39 - GREENMAN RECALL**

39.01 In the case of a recall to work, the Employer reserves the right to recall Green qualified Atomic Radiation Workers in sequence from the out of work list to the location from where they were laid off. This recall provision can only be used when all Green qualified Atomic Radiation Workers currently employed are being utilized for greenmanning duties. Recalled Greenmen will perform only Greenman work and will not work with the tools as a Labourer in the case of a recall.

## **ARTICLE 40 – ASSOCIATION FUND**

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

## **ARTICLE 41 – LABOUR RELATIONS COMMITTEE**

41.01 The parties hereby agree to establish a Labour Relations Committee to be composed of representatives of EPSCA including the owners and up to an equal number of representatives chosen by the Union which will, upon the request of either party, meet as required to deal with Labour Relations issues.

## **ARTICLE 42 – INDUSTRY COMMITTEE**

42.01 The parties hereby agree to establish a Senior Committee to be composed of representatives of EPSCA including the owners and up to an equal number of representatives chosen by the Union which will, upon the request of either party, meet as required to deal with issues raised by either party, including new work related to large projects, refurbishment and new build.

## **ARTICLE 43 – RADIATION**

43.01 Bruce Power LP and OPGI acknowledge that they are the responsible parties and/or Employers for events arising from exposure to radiation at their Nuclear sites to Employees of the owners and contractors.

The owners agree to reasonably protect the opportunities for employment of all Employees exposed to radiation and to ensure that relevant health and safety and exposure information is provided to all affected persons.


**ARTICLE 44 – ENABLING CLAUSE – COMPETATIVE PROJECT RE-OPENER**

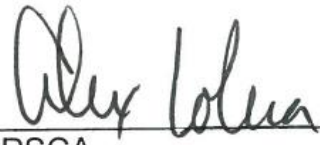
It is understood and agreed by both parties that reasonable steps may be made to ensure competitiveness and market share. Taking into account such considerations, the terms and conditions of this Collective Agreement may be modified by written agreement between the Union and EPSCA.

**ARTICLE 45 - TERM OF AGREEMENT**

45.01 This Agreement shall continue in full force and effect from May 1, 2015 until April 30, 2020, inclusive, and thereafter it shall be considered automatically renewed for successive periods of one (1) years unless at least sixty (60) days prior to the end of any one (1) 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. For clarity, the monetary provisions of the Collective Agreement are effective May 1, 2015, unless otherwise indicated therein

Dated at Toronto, this 16 day of January, 2016

  
\_\_\_\_\_  
LIUNA OPDC  
JACK OLIVEIRA

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



## **APPENDIX A**

### **7-DAY COVERAGE NUCLEAR SITES**

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 PROVISION**

##### 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 B**

### **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 19.01 and 19.02.
- (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.

#### **WRAP AROUND**

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

- (a) If an employee lives within 161 radius kilometres from the project, the Employer shall pay forty dollars (\$40.00).

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

## **APPENDIX C**

### **NUCLEAR SITES ONLY**

#### **Scope**

This agreement shall apply only to work performed by the LIUNA members 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.

Unless otherwise altered by this appendix, all Articles in the existing EPSCA collective agreement continue to apply.

#### **Term**

The provisions of this appendix 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 collective agreement, either party has the option to provide written notice that shall terminate this Nuclear Appendix. It is understood that such termination may be a bargaining item for future collective agreement renewals.

#### **No Strike and/or Lockout**

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

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

The union agrees not to raid the jurisdiction of any other construction trades on sites covered by this agreement.

#### **LiUNA Nuclear Qualified Workers**

The parties will agree upon the qualifications that will make up the LiUNA Nuclear Qualified Workers (NQW) including any further changes.

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

EPSCA suggest that the entry level qualifications to be established as the LiUNA NQW, are Foreign Material Exclusion (FME) and Fall Protection/Working at Heights. The Electrical Power Research Institute, (EPRI) Standard Task Evaluation protocol will be the acceptably recognized qualification for these courses.



The Union will provide the instructors and facilities for NQW training and the members, on their own time, will attend such training courses to acquire such skills and/or qualifications. The parties will determine funding for incremental training costs incurred by the Union.

\* It is the intent of the parties to encourage and promote the completion of Nuclear Qualified Worker status amongst members of the union. 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 union 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.

## **Employment – Hiring and Mobility**

### **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

- 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 the date of ratification)
- iv) After the first two (2) years of the ratification of this agreement, only NQW's will be referred.
- v) Requalifications during the course of employment shall be the responsibility of the Employer

EPSCA proposes NQW to include Foreign Material Exclusion and Working at Heights

### **Transfers**

The Employer shall notify the Local Union having jurisdiction over the project prior to transfers being utilized.

### **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 unreasonably be 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.

## **Reporting Locations**

The Employer will designate the reporting location(s) according to the nature and location of the work. All employees will report to the reporting location point at their scheduled start time. The employee shall immediately report any delays due to security lineups to the employee's supervisor.

## **Breaks**

The Employer will designate break areas, at or immediately adjacent to the workplace and schedule rest and lunch periods as safe and efficient work scheduling dictates. Break times will not be unreasonably scheduled.

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.

## **Labour Management Committee**

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

## **First Nations Commitment**

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 LIUNA workforce on sites covered by this agreement.

## **Socially Progressive Programs**

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

**LETTER OF UNDERSTANDING No. 1**

Between

**ELECTRICAL POWER SYSTEMS CONSTRUCTION ASSOCIATION**

and

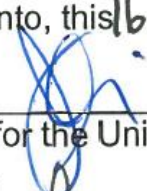
**LIUNA OPDC**

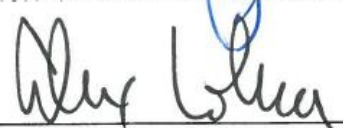
**EMPLOYMENT REFERRALS**

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

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

Dated at Toronto, this 16 day of January, 2016

  
\_\_\_\_\_  
Jack Oliveira for the Union

  
\_\_\_\_\_  
Alex Lolua for EPSCA

**LETTER OF UNDERSTANDING No. 2**  
**GENERATION STATION PROJECTS**  
**OVERTIME RATE SCHEDULE**

In accordance with Article 28 - Overtime Rates of this Agreement, the overtime rates of pay are as follows:

**Pickering Projects**

One and one-half times the appropriate hourly rate for his classification for the first three hours worked outside of normal hours in any one day, Monday to Friday.

Two times the appropriate hourly rate for his classification after the first three hours worked outside of normal hours in any one day, Monday to Friday, and for all hours worked on Saturday, Sunday and the Statutory Holidays listed in Article 29 of this Agreement.

**Bruce Project**

Two times the appropriate hourly rate for his classification for all hours worked outside of normal hours in any one day, Monday to Friday, and for all hours worked on Saturday, Sunday and the Statutory Holidays listed in Article 29 of this Agreement.

**Nanticoke, Wesleyville and Darlington Projects**

One and one-half times the appropriate hourly rate for his classification for the first two hours worked outside of normal hours in any one day, Monday to Friday.

Two times the appropriate hourly rate for his classification after the first two hours worked outside of normal hours in any one day, Monday to Friday, and for all hours worked on Saturday, Sunday and the Statutory Holidays listed in Article 29 of this Agreement.

**Thunder Bay and Atikokan Projects**

One and one-half times the appropriate hourly rate for his classification for the first two hours worked outside of normal hours in any one day, Monday to Friday.

Two times the appropriate hourly rate for his classification after the first two hours worked outside of normal hours in any one day, Monday to Friday, and for all hours worked on Saturday, Sunday and the Statutory Holidays listed in Article 29 of this Agreement.

Dated at Toronto, this 11<sup>th</sup> day of July, 2007

Harold Bartlett

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For the Union

Chris Davy

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For Ontario Power Generation Inc.

Mike Roberts

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For Bruce Power LP

**LETTER OF UNDERSTANDING No. 3**

Between

**ELECTRICAL POWER SYSTEMS CONSTRUCTION ASSOCIATION**

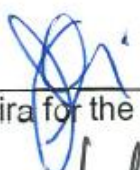
and


**LIUNA OPDC**

**MOOSE RIVER BASIN**

Moose river Basin shall be defined as that part of the District of Cochrane, North of the fiftieth (50<sup>th</sup>) parallel of latitude which drains into the Moose River. Ontario Power Generation Inc. will meet with the Union to renegotiate the camp conditions, hours of work and wraparound contained in the attached Moose River Basin Appendix when work is scheduled for that geographic location.

Dated at Toronto, this 16 day of January 2016

  
\_\_\_\_\_  
Jack Oliveira for the Union

  
\_\_\_\_\_  
Alex Lolua for EPSCA

**LETTER OF UNDERSTANDING No. 4 (OPG)**

Between

**ONTARIO POWER GENERATION INC.**

AND

**LABOURERS INTERNATIONAL UNION OF NORTH AMERICA  
ONTARIO PROVINCIAL DISTRICT COUNCIL**

**RE: CPAA**

July 11, 2007

This is to confirm that, upon ratification of the Ontario Power Generation Inc. / LIUNA OPDC Collective Agreement, Ontario Power Generation Inc. will agree to an amendment to the Chestnut Park Accord Implementation Addendum to add LIUNA OPDC as one of the BTU participants in place of LIUNA.

This further confirms that in the event Ontario Power Generation Inc. performs lines and stations (transmission) work, it will assign work consistent with the Inn on the Park Accord Addendum and decisions made thereunder.

Original Signed

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Chris Davy  
Vice President, Labour Relations  
Ontario Power Generation Inc.

**LETTER OF UNDERSTANDING No. 4 (Bruce Power LP)**

Between

**BRUCE POWER LP**

AND

**LABOURERS INTERNATIONAL UNION OF NORTH AMERICA  
ONTARIO PROVINCIAL DISTRICT COUNCIL**

**RE: CPAA**

June 14, 2007

This is to confirm that, upon ratification of the Bruce Power LP/ LIUNA OPDC Collective Agreement, Bruce Power LP will agree to an amendment to the Chestnut Park Accord Implementation Addendum to add LIUNA OPDC as one of the BTU participants in place of LIUNA.

This further confirms that in the event Bruce Power LP performs lines and stations (transmission) work, it will assign work consistent with the Inn on the Park Accord Addendum and decisions made thereunder.

Original Signed

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Mike Roberts  
Vice President, Labour Relations  
Bruce Power LP



**LETTER OF UNDERSTANDING No. 5 (OPG)  
ENFORCEABLE PURSUANT TO THE COLLECTIVE AGREEMENT**

**July 11, 2007**

**TO: LIUNA OPDC**

**RE: CONTRACTING OUT**

Ontario Power Generation Inc. will maintain its current “labour requirements” practice for the term of this agreement. For clarity purposes, the labour requirements documentation will be modified where necessary to reflect the new collective agreement between Ontario Power Generation Inc. and LIUNA OPDC in place of the EPSCA/LIUNA collective agreement. For further clarity, the labour requirements documentation will require contractors/sub-contractors to apply the terms and conditions of this collective agreement if and when the work being performed falls under this agreement.

LIUNA OPDC agrees that contractors who are signatory to other LIUNA collective agreements will apply the terms and conditions of the Ontario Power Generation Inc. / LIUNA OPDC collective agreement when performing work on Ontario Power Generation Inc. property or performing work on Ontario Power Generation Inc. assets which are located on Hydro One or Bruce Power LP property.

The parties acknowledge that this collective agreement does not change nor alter the existing practices with respect to contracting out to non-union contractors.

Chris Davy

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Chris Davy  
Vice President, Labour Relations  
Ontario Power Generation Inc.

**LETTER OF UNDERSTANDING No. 5 (Bruce Power LP)  
ENFORCEABLE PURSUANT TO THE COLLECTIVE AGREEMENT**

*June 14, 2007*

**TO: LIUNA OPDC**

**RE: CONTRACTING OUT**

**Bruce Power LP** will maintain its current “labour requirements” practice for the term of this agreement. For clarity purposes, the labour requirements documentation will be modified where necessary to reflect the new collective agreement between **Bruce Power LP** and LIUNA OPDC in place of the EPSCA/LIUNA collective agreement. For further clarity, the labour requirements documentation will require contractors/sub-contractors to apply the terms and conditions of this collective agreement if and when the work being performed falls under this agreement.

LIUNA OPDC agrees that contractors who are signatory to other LIUNA collective agreements will apply the terms and conditions of the **Bruce Power LP/ LIUNA OPDC** collective agreement when performing work on **Bruce Power LP** property or performing work on **Bruce Power LP** assets which are located on Hydro One or **Ontario Power Generation Inc.** property.

The parties acknowledge that this collective agreement does not change nor alter the existing practices with respect to contracting out to non-union contractors.

*Mike Roberts*

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*Mike Roberts  
Vice President, Labour Relations  
Bruce Power LP*

**LETTER OF UNDERSTANDING No. 6**

Between

**ELECTRICAL POWER SYSTEMS CONSTRUCTION ASSOCIATION (EPSCA)**

and

**LIUNA OPDC**

**NAME OF LOCAL 183**

Local 183 has the right to, and may, change its name and the Employer agrees that upon written notice from LIUNA OPDC that there has been a formal name change to Local 183, Local 183, under its new name, will enjoy the same status, rights and obligation as it presently has under the EPSCA/LIUNA OPDC Collective Agreement.

Dated at Toronto, this 25<sup>th</sup> day of August, 2010

Harold Bartlett

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For the Union

Ron Martin

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For EPSCA

**LETTER OF UNDERSTANDING No. 7**

Between

**ELECTRICAL POWER SYSTEMS CONSTRUCTION ASSOCIATION (EPSCA)**

and

**LIUNA OPDC**

**TRAINING**

The parties will meet for the purposes of:

1. Identifying training programs provided by the Local Unions that are consistent with the employer's requirements
2. Creating a system that provides employees and the employer with proof of training that has been provided by the union
3. The union agrees to supply members with standard Safety, First Aid, CPR & AED training

This program will be phased in over a period of one year from ratification. The parties agree that this course will be the industry standard training or its equivalent.

Dated at Toronto, this 25<sup>th</sup> day of August, 2010

Harold Bartlett

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For the Union

Ron Martin

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For EPSCA

**LETTER OF UNDERSTANDING No. 8**

Between

**ELECTRICAL POWER SYSTEMS CONSTRUCTION ASSOCIATION (EPSCA)**

and

**LIUNA OPDC**

**MOBILITY FOR NUCLEAR SITES**

The union and its Locals agree to cooperate with the employers (similar to past arrangements) in enabling the transfer of employees between nuclear sites where special circumstances arise necessitating such transfers.

Special circumstances refers to emergent work of an emergency basis, when the union having jurisdiction does not have the security cleared and trained people to refer to the employer to address the emergency work.

Dated at Toronto, this 25<sup>th</sup> day of August, 2010

Harold Bartlett

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For the Union

Ron Martin

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For EPSCA

**Letter of Understanding - #9**

Between

**LIUNA OPDC**

And

**ONTARIO POWER GENERATION INC.**

**Re: Contracting Out**

LIUNA OPDC has obtained written confirmation from LIUNA that employers who comply with the LIUNA OPDC / ONTARIO POWER GENERATION INC. collective agreement will be deemed to be in compliance with any contractual obligations to LIUNA arising under any LIUNA/EPSCA collective agreement.

Harold Bartlett

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LIUNA OPDC July 11, 2007

**LETTER OF UNDERSTANDING No. 10**

Between

**ELECTRICAL POWER SYSTEMS CONSTRUCTION ASSOCIATION (EPSCA)**

and


**LIUNA OPDC**

**Re: Implementation of Wage Schedule and Agreement**

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

Dated at Toronto, this 16 day of January, 2016

  
\_\_\_\_\_  
Jack Oliveira for the Union

  
\_\_\_\_\_  
Alex Lolua for EPSCA

**LETTER OF UNDERSTANDING No. 11**

Between

**ELECTRICAL POWER SYSTEMS CONSTRUCTION ASSOCIATION (EPSCA)**

and

**LIUNA OPDC**

**Re: Protective Clothing – OPG Only**

In accordance with Article 25 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.

Dated at Toronto, this 16<sup>th</sup> day of January, 2016

  
\_\_\_\_\_  
Jack Oliveira for the Union

  
\_\_\_\_\_  
Alex Lolua for EPSCA



**LETTER OF UNDERSTANDING No. 12**

Between

**ELECTRICAL POWER SYSTEMS CONSTRUCTION ASSOCIATION (EPSCA)**


and

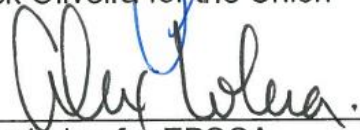
**LIUNA OPDC**

**Re: 7-Day Coverage Letter**

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

Dated at Toronto, this 16 day of January, 2016

  
\_\_\_\_\_  
Jack Oliveira for the Union

  
\_\_\_\_\_  
Alex Lolua for EPSCA