

Memorandum of Agreement

Between

THE ELECTRICAL POWER SYSTEMS CONSTRUCTION ASSOCIATION (EPSCA)

and

UNITED ASSOCIATION OF JOURNEYMEN AND APPRENTICES OF THE

PLUMBING AND PIPE FITTING INDUSTRY OF THE

UNITED STATES AND CANADA (Union)

The parties agree that the attached Memorandum of Agreement (MOA) represents a full and final agreement of all terms and conditions at the renewal negotiations. This MOA will become effective on May 1, 2025, unless otherwise expressly stipulated.

Dated this ____ day of _____ in Toronto, Ontario.

For EPSCA:

For the Union:

EPSCA WEBSITE

Not to be reproduced in the collective agreement: Union to provide EPSCA updated logo for use on EPSCA website.

ARTICLE 3 – ACCREDITED UNION REPRESENTATIVES

AMEND

3.1 The Senior Representative of the Union will designate Local Union representatives as Accredited Union Representatives to handle the day-to-day administration of this Agreement and grievances on the basis of not more than two representatives from the Union for each Major Project. ~~and suitable number for the Construction and Services Division.~~ The Union will notify EPSCA in writing of the names of such Union representatives, or alternates in the event of illness or unavailability, so that they may be issued identification cards to permit entry to the site. Upon entering the job site, such representatives after identifying themselves to the EPSCA representative and the authorized representative of the Employer, will be free to observe the progress and conduct of the work and to conduct normal Union business. The Union undertakes that these representatives will not hinder or interfere in any way with the said work.

ARTICLE 4: UNION STEWARDS

4.1 The Accredited Union Representative shall inform the appropriate EPSCA representative in writing of the names of all stewards as they are appointed and when they cease to act as stewards. A steward shall exercise his duties only in respect to employees of his Employer. Any steward shall obtain permission from his immediate supervisor before leaving his work area for Union business. Such permission shall not be unreasonably denied.

For the Pickering, Darlington and Bruce Power LP Nuclear sites, a Chief Steward at each site shall be paid at the foreperson rate. All Chief Stewards in receipt of the foreperson rate are still eligible to work on the tools.

The foreperson rate does not apply when Chief Stewards are working overtime on the tools.

ARTICLE 8 – EMPLOYMENT

AMEND

8.5 a) Where key tradesmen are required, Employers reserve the right to employ and transfer ~~two (2)~~ **two (2) key tradesmen on a non-nuclear site to a project site. Employers reserve the right to employ and transfer two (2) seven (7) key tradesmen on a nuclear site to a project site.** The key tradesmen will be considered name hires in accordance with Section 8.6 (b).

AMEND

8.5 c) ~~Pickering/Darlington~~ For Nuclear Sites

~~The Employer may elect to transfer existing employees (to a maximum of five from each Local union) under the EPSCA Agreement from site to site.~~ **In addition to the provisions as per Article 8.5 (a), the Employer shall have the right to transfer up to 25% of existing employees under the EPSCA Agreement from site to site.** The Employer will notify the Local Union Business Manager as to which employees will be eligible for transfer. **The employer will notify the locals prior to transfer. Best efforts will be made to balance the number of transfer hours between the two locals. Stewards will not be adversely affected by any transfer. For clarity, key tradesmen will be allowed as per Article 8.5 (a) and will not form part of the 25% transfer ratio.** Foremen and subforemen will be allowed as per Article 9.

~~On contract anniversary date (May 1st) each year, the Employer shall review the man hours worked in the previous year with the Executive Committee. The Committee shall have the authority to adjust the transfer provisions based on the man hours worked and base load of work performed, in addition the Executive Committee shall have the authority to suspend these provisions should the workload not merit transfers or should a Contractor abuse these provisions. At no time during this agreement will the Executive Committee have the authority to increase the transfer provisions to greater than ten (10). The Business Manager of Local 46 and Local 401 (or their delegate) shall be a member of the Executive Committee. The Local Union Business Manager may increase the transfer provisions (above the agreed number) on a temporary basis as they see fit. Members previously dispatched to a project will not be laid off to accommodate such transfers.~~

AMEND

8.6 e) Nuclear Sites Only - Does not apply to New Build - An Employer may recall former Local Union employees and key tradesmen, for a period of ~~forty five working days~~ **one-hundred and eighty (180) working days** from the last date of the employee's layoff provided the employee has not been employed elsewhere.

AMEND

8.11 An employee who voluntarily terminates their employment with an Employer on an EPSCA site shall not be entitled to be referred to another Employer on the same site for a period of thirty (30) calendar days.

For situations where a member is seeking career advancement, conflicts will be referred to a committee between the Union, Employers and EPSCA.

ADD NEW

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

ADD NEW

8.13 For remote projects North of the French River, those receiving board or staying in a camp shall be provided with notice of layoff on their last day of work on site, unless agreed to otherwise between the Employee and the Employer.

ARTICLE 14: APPRENTICESHIP AND TRAINING PROGRAMS

AMEND

14.5 EPSCA will identify as far in advance as possible its training needs and communicate those needs to the Local ~~Business Manager Training Committee~~. EPSCA agrees to co-ordinate with the Local Union the specialized training required to accommodate new technology and new methods with the intent to utilize local union members wherever practical.

DELETE

~~14.8 The Employer will work with the union's signatory to this collective agreement to develop an apprenticeship protocol. The intention is such protocol will include a minimum of twenty-five (25) percent apprenticeship ratio applicable to each Employer covered under this agreement.~~

AND REPLACE

14.8 Both parties to this Agreement acknowledge the Employer's and Union's responsibilities respectively in developing an apprenticeship protocol. The intention is such protocol shall include a target of thirty percent (30%) apprenticeship ratio.

Both parties agree to meet regularly to monitor progress of the apprenticeship protocol.

ARTICLE 15: PAY PROCEDURE

AMEND

15.1 a) Employees will 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. When a holiday occurs on a Thursday or Friday, then payment of wages by ~~negotiable cheque or cash~~ shall be made not later than the preceding Wednesday. ~~Cheques~~ **Payment issued on the Wednesday prior to the Friday holiday shall be negotiable on the Thursday prior to the Friday holiday. The final pay ~~cheque~~ **payment** will be dated no later than the regular pay day for the former employee's final pay period.**

The Employer shall rectify pay issues by the next pay period following notification of error from the union.

15.1 b) **Accompanying each payment of wages shall be an electronic statement**
~~Accompanying each payment of wages shall be a written, or electronic, which will be retained by the employee setting forth:~~

ARTICLE 16 – WAGES

INCREASE

The Journeyman Total Wage Package by:

All locals except 527:

Year 1 5.5%
Year 2 5%
Year 3 4%
Year 4 3.5%
Year 5 3%

Local 527 only:

Year 1 6%
Year 2 5.5%
Year 3 3.5%
Year 4 3.5%
Year 5 2.5%

AMEND

16.3 Effective May 1, ~~2015~~ **2025**, and until April 30, ~~2020~~ **2030**, EPSCA will amend the attached wage schedules and area rates schedules for the classifications listed in Article 1 of this Agreement as per the wage schedules attached hereto.

AMEND

~~**16.5 Hydro One Direct Hires Only:**~~ For any overpayment that amounts to \$250.00 or less, the Employer will deduct the full amount of the overpayment from the next regular pay. Notification of the overpayment will be sent to the employee and the union **five (5) business days in advance of the withdrawal**. The employer shall advise the union and obtain the employee's consent prior to recovery of the funds for any overpayment over \$250.00. Should the employee withhold consent, the employer reserves its right to seek recovery through the grievance procedure or other legal proceedings.

ARTICLE 17: RECOGNIZED HOLIDAYS

AMEND

17.2 Should any recognized holiday in addition to those listed in Article 17.1 be proclaimed by ~~federal or provincial~~ legislation, such holiday shall be recognized in the same manner as those listed in Article 17.1.

Not to be reproduced in the collective agreement: It is agreed by the parties that EPSCA purchased the language in article 17.2 regarding federal holiday legislation at a value of 0.5% per year on wages for the duration of the agreement.

ARTICLE 18: VACATION AND RECOGNIZED HOLIDAY PAY

AMEND

18.1 The Vacation and recognized holiday pay rate shall be ~~ten (10)~~ **twelve (12)** percent of vacationable gross earnings. The vacation pay rate shall be six (6) percent and the recognized holiday pay rate shall be ~~four (4)~~ **six (6)** percent.

Not to be reproduced in the Collective Agreement: It is understood by the parties that this has no monetary impact on the total wage package.

ARTICLE 19: BENEFITS AND UNION FUNDS

AMEND

19.3 d) The parties agree there is benefit to continue addressing the mental and physical well-being of our members. In support of the objectives of the De Novo Treatment Centre Substance Dependency Program, the Parties to this Agreement agree that \$0.040.10 per hour ~~paid~~ **worked** shall be contributed to De Novo. Each Employer and employee, working under the terms and conditions of this Agreement shall each contribute \$0.025 per hour worked as set out in the wage schedules attached hereto.

NOTE

Not to be reproduced in the collective agreement: Wage Schedule to be updated accordingly.

ADD NEW

19.4 If the Pension Plan is prohibited by law from accepting any of the pension contributions set out in this agreement, on account of an employee that is in receipt of a pension from said Pension Plan ("working pensioners") or is over the age of 71, such contributions shall be paid by the Employer to that employee as additional wages to the wages set out in this agreement.

The Union has an ongoing responsibility to identify working pensioners and those employees who are over the age of 71 to the Employer.

ARTICLE 20: REPORTING PAY

AMEND

20.1 An employee who reports for work at his regular starting time and for whom no work is available for reasons other than inclement weather shall receive pay for four (4) hours at the applicable **total wage package** rate if working a scheduled eight (8) hour shift, and five (5) hours pay at the applicable **total wage package** rate if working a scheduled ten (10) hour shift, unless the employee has been notified the previous day not to report to work.

ARTICLE 21: INCLEMENT WEATHER

AMEND

21.1 An employee who reports for work at the beginning of a shift and is unable to commence work due to inclement weather will receive three (3) hours' pay at the applicable **total wage package rate**. To qualify, the employee must remain at a protected place designated by the Employer for three (3) hours unless excused by an authorized representative of his Employer.

21.2 An employee who reports for and commences work but is unable to continue work due to inclement weather shall receive three (3) hours' pay at the applicable **total wage package rate** or pay for the actual time worked for that shift, whichever is the greater.

ARTICLE 22: CALL-IN PAY

22.1 When an employee is called in outside of his normal hours of work, he shall receive a minimum of four (4) hours' pay at the appropriate premium rate plus all travel allowance monies where applicable. **This payment will be on the total wage package rate.**

22.2 If the employee's normal hours of work commences within this four (4) hour period, the employee will be paid the appropriate premium rate for the actual hours worked and revert to his normal rate at the commencement of his normal hours of work. **This payment will be on the total wage package rate.**

ARTICLE 23: HOURS OF WORK

AMEND

One (1) or Two (2) Shift Operation

23.2 The shift differential for those employees working the afternoon shift when a two shift operation has been established by the Employer will be **one-fifth (1/5)** ~~one-seventh (1/7)~~ for scheduled hours worked on that shift.

Three (3) Shift Operation

23.3 Those employees working on the afternoon shift shall work seven and one-half (7 1/2) hours per shift. A shift differential of **one-fifth (1/5)** ~~one-seventh (1/7)~~ shall be paid for all normal scheduled shift hours worked.

ADD NEW

23.6 NORTHERN HOURS OF WORK

For work North of the French River, in remote locations where it is not practical for employees to return home daily, the employer, at their discretion, may establish a shift consisting of fourteen (14) consecutive days, at the applicable rates, followed by seven (7) consecutive days off.

ADD NEW

23.7 Employees shall not be moved from work program to work program to circumvent overtime.

ADD NEW

23.8 If in the transition onto or off a 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 whose employment ends during their weekly hours of work. For clarity, transitions do not include situations where an employee is being onboarded.

ADD NEW

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

ARTICLE 25: SHIFT DIFFERENTIAL

AMEND

25.1 Employees required to work shift work on the second shift of a two or three shift operation shall receive a shift differential of ~~one-fifth (1/5)~~ ~~one-seventh (1/7)~~ for normal scheduled shift hours worked.

ARTICLE 27: MEALS ON OVERTIME

27.1 Scheduled Eight (8) Hour Shifts

When an employee has not been notified the previous day that he will be required to work for more than two (2) hours beyond the normal quitting time of the first or second shifts or for more than three and one half (3-1/2) 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) 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. **If supplying a hot meal is not possible, the Employer will pay the employee \$25.00.** Where an employee has been notified the previous day, no meal will be provided after the first two (2) hours of overtime worked, but the employee will be allowed thirty (30) minutes to eat and be paid at the base hourly rate of pay. After each additional four (4) hours is worked and when work is required beyond that four (4) hour period, the employee shall be allowed thirty (30) minutes to eat and be paid at the base hourly rate of pay and he shall be provided with a meal.

...

27.2 Scheduled Ten (10) Hour Shifts

When an employee has not been notified the previous day that he will be required to work beyond his normal quitting time, prior to commencing the overtime work, he shall be provided with a meal and be allowed thirty (30) minutes to consume same and the employee shall be paid at the base hourly rate of pay. After each additional four (4) hours is worked and when work is required beyond that four (4) hour period, the employee shall be allowed thirty (30) minutes to eat and be paid at the base hourly rate of pay and he shall be provided with a meal. The Employer will supply a hot meal when possible. **If supplying a hot meal is not possible, the Employer will pay the employee \$25.00.** 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.

ARTICLE 28: GENERATION PROJECTS DAILY TRAVEL ALLOWANCE AND ROOM AND BOARD

AMEND

28.1 c) If an employee lives within ~~56 and 97 radius~~ **seventy (70) to ninety-six (96)** road driven kilometers of the Project, he shall receive **the rates as set out below** ~~\$36.92 per day travel allowance effective May 1, 2020, (\$37.29 effective May 1, 2021, \$37.66 effective May 1, 2022, \$38.04 effective May 1, 2023, \$38.42 effective May 1, 2024)~~ for each day worked or reported for.

AMEND

28.1 d) An employee who lives **between ninety-six (96) and one hundred and ten (110) road driven** ~~greater than 97 radius~~ kilometers from the Project and who travels to work daily from that location, shall receive **the rates as set out below** ~~\$46.29 per day travel allowance effective May 1, 2020, (\$46.75 effective May 1, 2021, \$47.22 effective May 1, 2022, \$47.69 effective May 1, 2023, \$48.17 effective May 1, 2024)~~ for each day worked or reported for.

ADD

28.1 e) An employee who lives greater than **or equal to one hundred and ten (110) road driven** ~~97 radius~~ kilometers from the Project and who travels to work daily from that location, shall receive **the rates as set out below** ~~\$46.29 per day travel allowance effective May 1, 2020, (\$46.75 effective May 1, 2021, \$47.22 effective May 1, 2022, \$47.69 effective May 1, 2023, \$48.17 effective May 1, 2024)~~ for each day worked or reported for.

INCREASE**28.1**

Article	Daily Travel-Generation			
	28.1 b	28.1 c	28.1 d	28.1 e
	50-70 road- driven km	70-96 road- driven km	96-110 road- driven km	>110 road- driven km
5/1/2025	\$37.73	\$39.38	\$42.00	\$49.37
5/1/2026	\$38.67	\$40.37	\$43.05	\$50.60
5/1/2027	\$39.64	\$41.37	\$44.13	\$51.87
5/1/2028	\$40.63	\$42.41	\$45.23	\$53.17
5/1/2029	\$41.65	\$43.47	\$46.36	\$54.50

INCREASE**28.2 and 29.4**

Year	Gen SoF - 28.2 (b)(ii)	Gen NoF - 28.2 (b)(i)	Gen BP - 28.2 (b)(iii)	Gen P&D - 28.2 (c)	Trans SoF – 29.4 (b)	Trans NoF – 29.4(b)
2025	140.00	140.00	140.00	140.00	140.00	140.00
2026	142.50	145.00	145.00	142.50	142.50	145.00
2027	145.00	147.50	150.00	145.00	145.00	147.50
2028	147.50	150.00	155.00	147.50	147.50	150.00
2029	150.00	155.00	160.00	150.00	150.00	155.00

AMEND

Not to be reproduced in the collective agreement: Transition from radius to road driven kilometres based on the EPSCA Transmission model as set out below:

The daily travel allowance will be paid by the Employers to their employees who are not receiving free room and board, as referred to in section 28.2, on the following basis:

(a) If an employee lives less than fifty road-driven kilometers from the project within 40 radius kilometers* ~~of the project~~, no travel allowance will be paid.

~~Note: — Bruce GS "A", Bruce GS "B" and the Bruce Heavy Water Plants will be combined to form the Bruce Complex. Travel allowance for the Bruce Complex will be calculated from the midpoint of a straight line joining the centres of the Bruce GS "A" and Bruce GS "B" turbines halls.~~

~~* For the purpose of this Section, "radius kilometers" shall be measured from the~~

~~centre of the turbine hall on each Project and shall be measured by electronic means.~~

(b) If an employee lives within 50 to 70 road-driven ~~40 to 56 radius~~ kilometers ~~of from~~ the Project, ~~he~~they shall receive the rates as set out below, \$35.38 per day travel allowance effective May 1, 2020, (\$35.73 effective May 1, 2021, \$36.09 effective May 1, 2022, \$36.45 effective May 1, 2023, \$36.81 effective May 1, 2024) for each day worked or reported for.

(c) If an employee lives within 70 to 96 road driven kilometres from the project they shall receive the rates as set out below for each day worked or reported for.

~~(de)~~ If an employee lives within 96 to 110 road driven ~~56 and 97 radius~~ kilometers ~~of from~~ the Project, ~~he~~they shall receive the rates as set out below, \$36.92 per day travel allowance effective May 1, 2020, (\$37.29 effective May 1, 2021, \$37.66 effective May 1, 2022, \$38.04 effective May 1, 2023, \$38.42 effective May 1, 2024) for each day worked or reported for.

~~(ed)~~ An employee who lives greater than or equal to 110 road-driven ~~97 radius~~ kilometers from the Project and who travels to work daily from that location, shall receive the rates as set out below \$46.29 per day travel allowance effective May 1, 2020, (\$46.75 effective May 1, 2021, \$47.22 effective May 1, 2022, \$47.69 effective May 1, 2023, \$48.17 effective May 1, 2024) for each day worked or reported for. ~~(e) 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 or subsistence allowance entitlement.~~ ~~(f) A natural barrier is defined as any obstruction or impediment which creates an unreasonable relationship between radius kilometers and actual kilometers travelled.~~

~~(fg)~~ Employees using company vehicles are not entitled to daily travel.

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

28.2 ROOM AND BOARD

The following conditions will apply for employees whose regular residence* is greater than or equal to 110 road-driven ~~more than 97 radius~~ kilometers from the project [except as set out in Section 28.1(d)]:

(a) An Employer may supply either:

- (i) free 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.

(b) An Employee may exercise his option not to stay in a camp or accept free room and board. An employee who exercises this option shall receive a subsistence allowance subject to 28.1 (d) as follows:

(i) When an Employee's regular residence ~~is more than 97 radius~~ greater than or equal to 110 road driven kilometers from a project in the Northern Region, the employee shall be paid a subsistence allowance of the rates set out below \$115.06 per day effective May 1, 2020, (\$116.21 effective May 1, 2021, \$117.37

~~effective May 1, 2022, \$118.54 effective May 1, 2023, \$119.73 effective May 1, 2024~~) for each day worked or reported for. The Northern Region is comprised of the geographic area north of the French River.

(ii) Subject to 28.1(d) and 28.2 (b) (iii) and (c) when an employee's regular residence is greater than or equal to more than 97 radius 110 road driven kilometers from a project in the Southern Region, the employee shall be paid a subsistence allowance of ~~the rates as set out below \$95.34 per day effective May 1, 2020 (\$96.29 effective May 1, 2021, \$97.25 effective May 1, 2022, \$98.22 effective May 1, 2023, \$99.20 effective May 1, 2024)~~ for each day worked or reported for. The Southern Region is comprised of all remaining geographic areas, except that described for the Northern Region.

(iii) When an employee's regular residence is greater than or equal to 110 road driven more than 97 radius kilometers from the Bruce Project, the employee shall be paid a subsistence allowance of the rates as set out below \$98.37 per day effective May 1, 2020 (\$99.35 effective May 1, 2021, \$100.34 effective May 1, 2022, \$101.34 effective May 1, 2023, \$102.35 effective May 1, 2024) for each day worked or reported for.

(c) Employees employed at the Pickering and Darlington Generating Stations who have a regular residence greater than or equal to 110 road driven greater than 97 radius kilometers shall receive a board allowance of the rates as set out below \$77.60 per day effective May 1, 2020, (\$79.54 effective May 1, 2021, \$81.53 effective May 1, 2022, \$83.57 effective May 1, 2023, \$85.66 effective May 1, 2024) for each day worked or reported for. This board allowance applies to non-commuters*.

28.5 If a journeyman does not qualify for Room and Board under Article 28.2, and lives greater than or equal to 110 road driven 97 radius kilometers from the project, he or she shall receive daily travel as per the rates in Article 28.1 (d).

28.6 Travel Time within Local 800 and 628

This article applies to Ontario Power Generation (OPG) construction projects within the geographic jurisdiction of Local 800 and 628. Where an employee is in receipt of Room and Board allowance on remote projects where the nearest place of accommodation is in excess of forty (40) radius-road driven kilometers from the job, an employee will receive the following when travelling from the nearest available accommodation.

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

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

An employee will travel on his own time when returning from his work location to his assembly point.

If an Employer provides a vehicle or transportation, the above Travel Time provisions will not apply.

Article 30: Initial Travel and Return

30.1 On recruitment of tradesmen who live between ~~110 and 189 road driven~~ ~~97 and 161 radius~~ kilometers from the project, the Employer shall pay \$30.00 for the initial trip to the project.

30.2 ONTARIO RESIDENTS

On recruitment of tradesmen who live in Ontario but beyond ~~161 radius~~ ~~189 road driven~~ kilometers from the project, the Employer shall pay 35¢ per ~~radius-road driven~~ kilometer, plus travel time based on one hour's pay for each ~~80-96 radius-road driven~~ kilometers of travel to a maximum of 8 hours' pay, for the initial trip to the project from where the tradesmen lives or place of recruitment, whichever is closer to the project.

30.3 NON-ONTARIO RESIDENTS

On recruitment of tradesmen who live outside Ontario and beyond ~~161-189 road driven~~ ~~radius~~ kilometers from the project, the Employer shall pay the equivalent of the cost of public transportation plus travel time based on one hour's pay for each ~~80-96 road driven~~ ~~radius~~ kilometers of travel to a maximum of 8 hours' pay for the initial trip to the project from where the tradesmen lives or place of recruitment, whichever is closer to the project.

30.6 TRANSFER

When transferring employees, the Employer shall pay the equivalent 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 at straight-time rates up to a maximum of eight (8) hours' pay based on one (1) hour's pay for each ~~80-96 road driven~~ ~~radius~~ kilometers of travel. All payment of wages shall be based on the employee's wage rate at the location to which he is being transferred.

Appendix A: Moose River basin

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:

If an employee lives within ~~161 radius~~ ~~189 road driven~~ kilometres from the project, the Employer shall pay forty dollars (\$40.00).

If an employee lives greater than ~~189 road driven kilometres~~ ~~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 ~~96 road driven~~ ~~eighty (80) radius~~ kilometers, or portion thereof, of travel time to a maximum of 800 kilometres from where the employee lives or place of recruitment, whichever is closer to the project. (*) — For work performed on Hydro One sites: "161 radius kilometers" shall be converted into one hundred and eighty-nine (189) road driven kilomet (**) — For work performed on Hydro One sites: "eighty (80) radius kilometers" shall be converted into ninety-six (96) road driven kilometers

LOU RE: Apprentices:

If an apprentice does not qualify for Room and Board under Article 28.2, and lives greater than ~~110 road driven 97 radius~~ kilometers from the project, he or she shall receive daily travel rates as per the rates in Article 28.1 (d).

ADD NEW

28.7 All applications for daily travel allowance and room and board must be filed with the Employer within fourteen (14) days of the start of employment. The Employer will not be responsible for any applications filed after fourteen (14) days.

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 recovery in two equal payments. In the event of termination for any reason before full recovery any balance owing will be recovered from the final pay.

ADD NEW

28.8 When an employee's regular residence is more than four hundred and eighty (480) road driven kilometres from the project, and the job or project is worked on a four ten (4x10) hour work week, the employee shall receive room and board allowance on a five day basis for a regular work week. If the employee is required to work an additional ten (10) hour shift beyond the normal four ten (4x10) hour shift, and has worked the full schedule, the employee will be entitled to room and board allowance for an additional ten (10) hour shift worked to a maximum of seven (7) days room and board in a week.

ARTICLE 29: LINES AND STATIONS CONSTRUCTION DAILY TRAVEL ALLOWANCE AND ROOM AND BOARD

AMEND

29.1 c) If an employee lives within seventy (70) to **ninety-six (96)** ~~one hundred and ten (110)~~ road-driven kilometers from the work location or assembly point, he shall receive ~~\$32.93 per day travel allowance effective May 1, 2020, (\$33.26 effective May 1, 2021, \$33.59 effective May 1, 2022, \$33.93 effective May 1, 2023, \$34.27 effective May 1, 2024)~~ for each day worked or reported for.

AMEND

29.1 d) An employee who lives **ninety-six (96)** ~~greater than or equal to one hundred and ten (110)~~ road-driven kilometers from the work location or assembly point and who travels to work daily from that location, shall receive ~~\$40.55 per day travel allowance effective May 1, 2020, (\$40.96 effective May 1, 2021, \$41.37 effective May 1, 2022, \$41.78 effective May 1, 2023, \$42.20 effective May 1, 2024)~~ **the rates as set out below** for each day worked or reported for.

ADD NEW

29.1 e) An employee who lives greater than or equal to one hundred and ten (110) road-driven kilometers from the work location or assembly point and who travels to work daily from that location, shall receive the rates as set out below ~~\$40.55 per day travel allowance effective May 1, 2020, (\$40.96 effective May 1, 2021, \$41.37 effective May 1, 2022, \$41.78 effective May 1, 2023, \$42.20 effective May 1, 2024)~~ for each day worked or reported for.

INCREASE**29.1**

Article	Daily travel allowance-Transmission			
	29.1 b	29.1 c	29.1 d	29.1 e
	50-70 road- driven km	70-96 road- driven km	96-110 road- driven km	>110 road- driven km
5/1/2025	\$33.88	\$37.14	\$42.00	\$49.29
5/1/2026	\$34.73	\$38.07	\$43.05	\$50.52
5/1/2027	\$35.60	\$39.02	\$44.13	\$51.78
5/1/2028	\$36.49	\$40.00	\$45.23	\$53.07
5/1/2029	\$37.40	\$41.00	\$46.36	\$54.40

AMEND

29.7 All applications for daily travel allowance and room and board must be completed and filed with the Employer within ~~thirty (30)~~ fourteen (14) days of the start of employment. The Employer will not be responsible for any applications filed after fourteen (14) days. thereafter, inclusive of an employee who has been laid off, has quit or has been terminated within the first thirty (30) days of employment.

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 recovery in two equal payments. In the event of termination for any reason before full recovery any balance owing will be recovered from the final pay.

ARTICLE 33: TOOLS AND CLOTHING

AMEND

33.1 In the event of a loss by fire, **or radiation exposure** on a project covered by this collective agreement, replacement or payment of the full estimated value in excess of fifteen dollars (\$15.00), but not exceeding seven hundred and fifty dollars (\$750.00), for the loss of personal clothing will be made.

In the event of a loss by fire **or radiation exposure** at an Employer operated camp, replacement or payment of the full estimated value in excess of \$15.00 but not exceeding \$750.00 for the loss of personal clothing will be made.

ARTICLE 36: GRIEVANCE PROCEDURE

AMEND

36.3 If a dispute cannot be resolved by this method, the Accredited Union Representative for the Union may file a formal grievance with the EPSCA Representative or his designate. Such grievance shall be filed within **ten (10)** ~~three (3)~~ working days of the alleged grievous act.

ARTICLE 39: TERM OF AGREEMENT

AMEND

39.1 This Agreement shall continue in full force and effect from May 1, ~~2020~~ **2025** until April 30, ~~2025-2030~~ inclusive, and thereafter it shall be considered automatically renewed for successive periods of twelve (12) months unless at least sixty (60) days prior to the end of any twelve (12) months effective period either party serves written notice upon the other that it desires cancellation, revision or modification of any provision or provisions of this Agreement.

ARTICLE 41: RADIATION WORK

AMEND

41.1 e) Employees working in a radiation area, in plastic suits or replacement material of the fully enveloping type with an independent air supply will receive ~~\$15.00 per day (\$16.00 per day effective May 1, 2013, \$17.00 per day effective May 1, 2014). A day for the purpose of this item shall be defined as any period up to twelve (12) hours~~ **\$20.00 per day effective May 1, 2025.**

ARTICLE 43: LEAVE OF ABSENCE

AMEND

43.1 An unpaid leave of absence of up to ~~three (3)~~ **five (5)** days may be granted upon the death of an immediate family member (spouse, mother, father, brother, sister, or child). This leave of absence shall not be unreasonably withheld.

ARTICLE 44: ~~ABORIGINAL~~ INDIGENOUS CONTENT COMMITMENT

AMEND

44.1 Where an ~~aboriginal~~ **Indigenous** commitment has been established on a project, the Union will agree to the conditions required to meet the commitment providing the candidates meet the minimum requirements of the Union.

For projects, or jobs within a project, that are less than ~~\$100,000~~ **\$250,000** field labour, and have ~~aboriginal~~ **Indigenous** content commitments, the terms of this collective agreement will not apply to these ~~aboriginal~~ **Indigenous** commitments.

ADD NEW

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

The parties agree to work together with the Indigenous communities proactively towards removing barriers that hinder the appropriate participation of Indigenous people in the Building Trade Union workforce.

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

NEW ARTICLE: EQUITY, DIVERSITY AND INCLUSION

ADD NEW

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

Not to be reproduced in the collective agreement: A committee will be created within 6 months of the implementation of this collective agreement to address issues of equity, diversity, inclusivity, recruitment and retention of manpower in the workplace.

Not to be reproduced in the collective agreement: To further the above initiatives, fifty cents (.50) per hour worked will be allocated to an Equity, Diversity, Inclusion and Retention Fund and included in the wage schedules. This Fund aims to fulfill the goals outlined above as well as support initiatives related to workplace respect and Indigenous commitments. The parties agree to work collaboratively on initiatives that could include local programming for underrepresented groups to work sites.

NEW ARTICLE: RESPECT IN THE WORKPLACE**ADD NEW**

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

Not to be reproduced in the collective agreement: The UA Canadian Office will create an add-on or stand alone “Respect in the Workplace” course.

NEW: APPENDIX RE: INDIGENOUS EMPLOYMENT PARTNERSHIP (HYDRO ONE)**Indigenous Employment Partnership**

The parties acknowledge the traditional lands and treaty territories of the Indigenous communities of Ontario and are committed to a strong, inclusive, meaningful and respectful relationship with participating Indigenous communities. The parties agree to work together with the Indigenous communities proactively towards removing barriers that hinder the appropriate participation of Indigenous people in the Building Trade Union workforce.

The parties recognize that barriers exist that may prevent or minimize Indigenous participation in labour participation and contracting. As part of the parties commitment to advancing real action on reconciliation this agreement is aimed making progress on this work and actively working to address historic and current barriers.

Article 1.0 Scope

- 1.1 This agreement shall apply only to work performed by the Building Trades Unions (BTU) notwithstanding the current EPSCA (and or Hydro One) Collective Agreements. This agreement shall apply to projects covered by Hydro One’s 50/50 equity partnership (e.g. large scale Transmission component projects over 100 million dollars) on existing Hydro One property.
- 1.2 The parties agree that this agreement can also apply to other EPC greenfield Transmission projects upon mutual agreement.
- 1.3 Unless otherwise altered by this Agreement, all Articles in the existing EPSCA collective agreement continue to apply.

Article 2.0 Term

- 2.1 The provisions of this agreement will continue from date of signing until **December 31, 2030** and may be modified only on the mutual consent of the parties in writing.

Article 3.0 Cooperation between Unions to Minimize Disputes

- 3.1 In recognition of each of the parties entering in this agreement, the union agrees not to raid the jurisdiction of any other construction trades on sites covered by this agreement.

Article 4.0 Employment - Hiring and Mobility

- 4.1 When workers are required on a Project, the Employer may use the following to fill the requirements:

Recall

Recall of Indigenous Local union members who have worked on any site covered by this agreement in the previous forty-five (45) days from the date of termination with the same Employer and who have not been employed during that time period.

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

4.2 Transfers

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

a) Transfer between Employers

Transfer Indigenous workers already working on a site covered under this agreement between Employers, provided both Employers agree.

Such transfers will be limited to: short term work assignments (30 calendar days); or emergent work that may involve specific skill requirements. Any disputes that cannot be resolved shall be referred to the Project Committee.

b) Transfer between sites

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

c) Transfer same Employer different sector

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

Article 5.0 No-Bumping/Lay-off

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

Article 6.0 Project Committee

- 6.1 The parties agree that early identification and resolution of issues is in the best interests of all. To facilitate this, the parties agree as follows:
- a) A Project Committee will be formed for the project sites covered under this agreement.
 - b) The parties will determine the representation, dispute resolution mechanisms and terms of reference for the project committee covered under this agreement within 90 days of signing this agreement.
 - c) This project committee will deal with disputes and issues that have not been resolved through the Grievance procedure.
 - d) All disputes will be referred to the Project Committee prior to referral to the Ontario Labour Relations Board. If the dispute is not resolved within fifteen (15) days of being referred to the Project Committee (or unless otherwise mutually agreed to), the matter can be referred to the Ontario Labour Relations Board. For disputes referred to the Project Committee, Grievance Procedure time limits shall be held in abeyance until dispositioned by the Project Committee. Any discussions at the project committee shall be without prejudice to any matters referred to the OLRB.
 - e) The Project Committee shall not deal with issues and disputes that are intended to be dealt with under the Joint Health and Safety Committee (JHSC).

Article 7.0 Indigenous Commitments

- 7.1 The Union will cooperate in meeting the Indigenous content commitments that have been established at the project sites.
- a) For established Indigenous Businesses (at least 51% Indigenous Ownership by Participating First Nations or Participating First Nations Members), the parties agree to accommodate name hires of up to 50%, provided the personnel join the respective trade union for the scopes of work they are executing, are qualified, and available to complete the scopes of work. In the event Indigenous ownership is less than 51%, the Employer will accept a Band Council Procedure Regulations or Letter of Direction from Chief and Council or Metis Council (leadership) confirming an Indigenous Business should ownership be less than 51%.
 - b) For Non-indigenous Businesses, the Union will cooperate in engaging Indigenous workers for Project work to meet Indigenous hiring commitments, provided the personnel join the respective trade union for the scopes of work they are executing, are qualified, and available to complete the scopes of work.

Article 8.0 Enablement

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

Article 9.0 Apprenticeship

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

This Agreement shall be added as an appendix to the current collective agreement and each renewal collective agreement occurring during the term of this Agreement, and shall remain in force and enforceable until December 31, 2030, notwithstanding the status (enforceability) of a collective agreement to which it may be appended.

LETTER OF UNDERSTANDING RE: WALKING AND WASH-UP TIME

Not to be reproduced in the collective agreement: The parties agree that walking and wash-up time shall be a discussion item added to New Business under the next Project Committee agendas.

LETTER OF UNDERSTANDING RE: 6X3 SCHEDULE-Nuclear Only

Afternoon Shift

Regularly scheduled hours of work per shift Monday to Friday inclusive shall be paid at straight time hourly rates plus a shift differential of **one-fifth (1/5)** ~~one-seventh (1/7)~~ of the straight time hourly rate.

NEW LETTER OF UNDERSTANDING RE: OFF-SITE TRAINING

The purpose of this provision is to compensate employees for the use of their personal vehicle when required to attend training at the direction of the employer.

If an employee is directed to travel for training from either their regular residence or their regular reporting location (site) they shall be paid a flat rate each day reported for at a training location based on the following:

Distance between 0 – 18 road driven KM = \$0

Distance between 18 – 30 road driven KM = \$21

Distance between 30 – 48 road driven KM = \$34

Distance > 48 road driven KM = \$42

For clarity, an employee would only be eligible to receive this payment if the off-site training location is not within the individual's travel ring for travel payments they are already in receipt of.

NEW: LETTER OF UNDERSTANDING RE: TAB

ADD NEW

Taxable Accommodation Benefit (TAB)

For the duration of this Letter of Understanding, Article 28.5, LOU Re: Apprentices item 2, and Article 29.8 will be suspended, and the terms outlined in this LOU will take precedence.

For employees that do not qualify for Room and Board allowance under the collective agreement in Article 28.2 and 29.4 and live greater than 110 road-driven kilometers from the project, he or she shall receive \$100.00 per day worked or reported for. To qualify, an employee must maintain temporary accommodation at or near the project site and provide evidence of their financial commitment. The Employer retains the right to request receipts for the purpose of verifying ongoing eligibility. For clarity, this is a taxable allowance, and employees will not be entitled to receive both daily travel allowance and TAB.

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

HOUSEKEEPING CHANGES

1. AMEND terminology

Change all gender-specific pronouns in the Collective Agreement to be gender neutral as per below:

She/he, her/his → They, them, their
Foreman/men, Subforeman/men → Foreperson/people,
Subforeperson/people
Journeyman/men → Journeyperson/people
Chairman/men → Chair
Tradesmen/Tradesman → Tradesperson
Greenmen/man → Greenperson/people

2. AMEND article error 29.1 (g) to 29.1 (e)

3. AMEND article numbers in article 32

4. AMEND article numbers in article 33

5. AMEND reference error in article 33.3 from “32.1 and 32.2” to “33.1 and 33.2”

6. AMEND Article 36: Grievance Procedure and Article 37: Arbitration *unless otherwise noted in this document.*

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

36.2 PRELIMINARY DISCUSSION

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

36.3 FIRST STEP

If a dispute cannot be resolved by this method, the Accredited Union Representative for the Union may file a formal grievance with the appropriate EPSCA Representative or his Employer designate. Such grievance shall be filed within three (3) working days of the alleged grievous act.

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

Within five (5) working days of the filing of the grievance, the appropriate EPSCA Representative or his Employer designate shall investigate the grievance and convene a meeting which he or the Accredited Union Representative considers necessary to resolve it. The appropriate EPSCA Representative or his Employer designate shall give his reply to the Accredited Union Representative within two (2) working days from the date of the First Step meeting.

When a first step grievance meeting is considered appropriate, the EPSCA Representative or his Employer designate shall appoint the Employer representatives, who shall be a representative of the Employer against whom the grievance has been filed. The Union Committee shall be comprised of at least the Accredited Union Representative.

36.4 SECOND STEP

If a dispute has not been resolved at the First Step of the grievance procedure, the Accredited Union Representative may refer the grievance to the appropriate EPSCA representative or their Employer designate. Such grievances shall be referred within five (5) working days after the disposition has been issued under the First Step of this procedure. A copy of the grievance form shall be forwarded by the Accredited Union Representative to the International Representative of the Union.

The appropriate EPSCA representative or their Employer designate shall investigate the grievance and convene a meeting which he or the International Representative considers necessary to resolve it and give his reply to the International Representative of the Union within two (2) working days from the receipt of the grievance form which was completed at First Step.

When a Second Step grievance meeting is considered appropriate, the Management Committee shall comprise of the appropriate EPSCA representative plus other Employer representative(s), who shall be a representative of the Employer against whom the grievance has been filed. The Union Committee shall be comprised of at least the International Representative and the Accredited Representative for the grievor.

A designate appointed by the International Representative of the Union to represent the International Union at the second step of the grievance procedure shall not be an Accredited Union Representative from the Project or Lines and Stations Construction Zone from which the grievance originated.

36.5 EPSCA OR UNION GRIEVANCES

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

36.6 TIME LIMITS

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

grievance procedure. Any grievance not processed within the time limits specified in the grievance procedure shall be deemed to have been settled and ineligible for arbitration.

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

36.8 In order to advance harmonious relations between EPSCA and the Union, it is the intention of the parties to fully exhaust the provisions set forth in this Article for the resolution of disputes concerning the interpretation or application of particular clauses of this Agreement prior to submitting such disputes or alleged violations to a third party for resolution.

36.9 GRIEVANCE FACILITIES

EPSCA shall provide the necessary facilities for all grievance meetings.

Article 37: ARBITRATION

37.1 If any dispute about the interpretation or application of particular clauses of this Agreement or about an alleged violation of this Agreement cannot be settled through the grievance procedure outlined in Article 36, the matter may be submitted within thirty (30) days of its failure of settlement by grievance procedure by either the Appropriate EPSCA Representative 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 request of either party. The arbitration board, when selected or appointed, shall proceed as soon as practicable to hear and determine the dispute and it shall issue a decision which is final and binding upon the parties and upon their respective members. The decision of a majority is the decision of the arbitration board, but if there is no majority, the decision of the Chairman governs.

37.2 The arbitration board shall have no power to add to or subtract from or modify any of the terms of this Agreement. The arbitration board shall not substitute its discretion for that of the parties except where the board determines that an employee has been discharged or otherwise disciplined for cause when this Agreement does not contain a specific penalty for the infraction that is the subject matter of the arbitration. In such cases, the arbitration board may substitute such other penalty for the discharge or discipline as to the arbitration board seems just and reasonable in all circumstances. The arbitration board shall not exercise any responsibility or function of the parties. The arbitration board shall not deal with any matter not contained in the original statement of grievance filed by the party referring the matter to arbitration.

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

37.4 The time limits as to both documents and procedure set out in the above sections shall be observed by the parties to this Agreement provided, however, that the parties may mutually agree in writing in respect to an extension or waiver of any of the time limits imposed.

7. **AMEND** Reference error 38.1 to 39.1
8. **AMEND** Timelines under letter of understanding re: collective agreement and wage schedule implementation

Implementation timelines may vary due to early bargaining dates

9. **NUMBER** All letters of understanding
10. **RENEW** All Appendices (A &B), Statement of Understanding (one through six) and Letters of Understanding (one through 10) in the current collective agreement shall be renewed unless otherwise noted in this proposal.
11. **AMEND** Article numbers and article references accordingly to account for changes.