

March 24, 2020

MEMORANDUM OF AGREEMENT

BETWEEN:

THE ELECTRICAL POWER SYSTEMS CONSTRUCTION ASSOCIATION

(hereinafter called "EPSCA")

-and-

INTERNATIONAL BROTHERHOOD OF BOILERMAKERS

(hereinafter called the the "Unions")

(collectively referred to as the "Parties")

WHEREAS the Parties each have entered into their own collective agreement with EPSCA, and each of these separate agreements being referred to as the "Collective Agreement";

AND WHEREAS the World Health Organization declared on March 11, 2020 that the global outbreak of COVID-19 is a pandemic;

AND WHEREAS the Parties agree that COVID-19 may result in temporary interruptions of employment;

AND WHEREAS it is in the best interest of the Parties to promote labour relations stability and employment continuity;

AND WHEREAS the Parties wish to ensure employees who cease to be employed as a result of the COVID-19 pandemic are provided access to Employment Insurance benefits in an efficient manner and option to return to work with their former employer once the current situation has resolved;

AND WHEREAS when the Collective Agreement and/or NPA does or does not have recall or standoff provisions, the following process shall nevertheless apply;

NOW THEREFORE the Parties agree to the following process:

1. The practices described herein shall be applicable to Union members working on EPSCA sites in the following circumstances:
 - a. Union members who have returned from travel outside of Canada since March 11, 2020;
 - b. Union members who display symptoms of COVID-19 that fall within the parameters of those listed by Toronto Public Health/Health Ontario/Canada;
 - c. Union members who have had close contact with a person diagnosed with or a person suspected of having COVID-19 within the last two weeks;

- d. Union members who have been in close contact with anyone who has travelled to one of the COVID-19 affected areas as identified by the Government of Canada; and/or,
 - e. Union members working on a worksite or project that has been shut down because of COVID-19.
2. In each of the circumstances described in 1(a)(b)(c)(d)(e) above, an employer bound to the Collective Agreement may standoff or lay off a Union member.

3. **Standoff**

When unable to proceed with work due COVID-19 related issues or concerns, an Employer may elect to Standoff part or all of a crew.

On commencement of standoff an employee will be issued a Record of Employment.

The Employer reserves the right to Standoff its employees without pay up to a maximum of fifteen (15) consecutive working days.

The appropriate subsistence allowance will be paid to an employee for the Standoff period where applicable as per the Collective Agreement.

If Standoff continues beyond fifteen (15) consecutive working days, an employee, at his/her option, may elect to remain on Standoff for an additional forty (40) consecutive working days or be laid off.

4. **Layoff and Recall**

Despite any provision in the Collective Agreement or Nuclear Projects Agreement, the Employer shall have the ability to recall an employee who has been laid off and when such employee is willing to be recalled. The Employer shall inform the Local Union of the recall in writing prior to recall.

5. Records of Employment issued for the reasons set out in 1(a)(b)(c)(d)(e) above will cite COVID-19 in the notes section.
6. This Memorandum of Agreement shall remain in effect until the Parties mutually agree to its revocation or until the World Health Organizations or Health Canada deems the pandemic over.
7. The Parties agree this Memorandum of Agreement is being made on a without precedent basis.

For EPSCA, General Manager:



Print name: Alex Lolua

For the Union:

Boilermakers: 

Print name: ARNIE STADNICK