

**PRINCIPAL AGREEMENT**

**between**

**ONTARIO POWER GENERATION INC.**

**(hereinafter called 'OPGI' or 'The Employer')**

**and**

**THE CANADIAN UNION OF  
SKILLED WORKERS**

**(hereinafter called the 'CUSW' or the 'Union')**

**May 1, 2020 - April 30, 2023**

# OPGI/CUSW GENERATION PROJECTS

## COLLECTIVE AGREEMENT

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## **Section 1**

### **PREAMBLE**

- 1.1 WHEREAS the Employer is engaged in construction industry work in the electrical power systems sector on Ontario Power Generation Inc. ('OPGI') property and may enter into Collective Agreements covering those of its Employees in the bargaining unit as hereinafter defined; and
- 1.2 WHEREAS the Union, as defined in the covering page of this Collective Agreement, has in its membership competent, skilled and qualified Journeypersons and apprentices to perform work coming within the trade and craft jurisdiction; and
- 1.3 WHEREAS the Employer and the Union desire to encourage closer co-operation and understanding between the Employer and the Union to the end that a satisfactory, continuous and harmonious relationship will exist between the parties to this Agreement.

## **Section 2**

### **SCOPE OF AGREEMENT**

- 2.1 The Employer recognizes the Union as the exclusive bargaining agency for a bargaining unit made up of OPGI Employees whose classifications are defined in Subsection 2.4 engaged in all construction industry work on the Employer's property in the Province of Ontario.
- 2.2 This work shall be performed in the Province of Ontario on OPGI property for generating facilities. This work includes the building of generating stations, hydraulic works, heavy water facilities, microwave and repeater stations and Miscellaneous Hydraulic Projects but excludes the building of commercial-type office facilities at urban locations remote from operating facilities.
- 2.3 The work encompasses:
  - (i) construction of new facilities
  - (ii) additions to existing facilities
  - (iii) modifications
  - (iv) rehabilitation
  - (v) reconstruction of existing facilities
- 2.4 The bargaining unit under this Agreement shall comprise the following classifications  
Electrician Journeyperson including Foreperson and Subforeperson  
Electrician Welder  
Electrician Apprentice  
Communications Electrician  
Lineperson Journeyperson including Foreperson and Subforeperson  
Lineperson Apprentice  
Instrumentation and Control Journeyperson including Foreperson and Subforeperson  
Instrumentation and Control Apprentice

Electrical Technician including Foreperson and Subforeperson

- 2.5 If additional classifications are required, they will be negotiated as appropriate for electrical construction work in the Electrical Power Systems sector.
- 2.6 The term "Employee" shall include all Employees of the Employer in the classifications as set out in Subsection 2.4 above.
- 2.7 A Subforeperson is an individual who exercises supervisory responsibility and may use the tools of the trade.
- 2.8 The classifications referred to in Subsection 2.4 do not establish craft jurisdiction. Such jurisdiction is established in accordance with Section 4 (Work Assignment) of this Collective Agreement.
- 2.9 OPGI agrees to contract and sub-contract work in accordance with letter of Understanding No 3 and Appendix E.
- 2.10 The Employer and the Union agree that the use of nomenclature is meant to refer to both genders.
- 2.11 Employer shall mean OPGI and all other Employers that sign Appendix E.
- 2.12 The Union recognizes OPGI as the exclusive Employer agent pertaining to the administration of this Agreement in all matters save and except those matters for which the contractors and subcontractors that have executed Appendix E have the authority to administer.
- 2.13 OPGI recognizes that the members of CUSW are an integral component in the success of OPGI and that a progressive relationship between CUSW and OPGI is beneficial. OPGI recognizes that the continued existence of the labour pool at CUSW is directly related to providing employment opportunities to members of CUSW and also to our cooperation in developing and maintaining the pool of skilled CUSW members. The Parties recognize that CUSW has the right to bargain for all electrical construction work.

OPGI agrees that when contracting electrical construction work as described in Article 2.1 of this agreement they shall do so in accordance with the following:

## **Nuclear Sites**

### **Defined Nuclear BTU (Building Trades Unions) electrical trades work\***

In this agreement the Parties have agreed that a minimum of 55% of the BTU performed electrical trades hours will be performed by members of CUSW.

OPGI agrees that overall a minimum of 55% of BTU assigned electrical trades work\* on Nuclear facilities will be performed by CUSW members.

The Parties agree that the CUSW Employer that is assigned/awarded the electrical work will administer the CUSW Collective Agreement, including the distribution of the BTU assigned electrical trades hours in accordance with the agreed upon percentage.

This 55% of BTU assigned electrical trades work\* hours will be applied on an ongoing, rolling average basis (i.e., the % could be below 55% at any point or period of time, but on an overall 6 month to 6 month basis it will be at least the agreed upon percentage of 55%).

Notwithstanding the foregoing, at no point will CUSW's presence at Pickering or Darlington fall to zero while there is BTU assigned electrical trades work\* being performed at Pickering or Darlington respectively. This provision will be administered by the CUSW contractor/sub-contractor.

The Parties further agree that the 55% reflected above is a minimum.

OPGI will adjust its Labour Requirements process to reflect this commitment and will include it as part of its contracting process for this work. Contractors employing CUSW members will sign Appendix E as a condition of being awarded the work. For work above the minimum 55% that is contracted and/or subcontracted OPGI agrees to maintain its current practice regarding contracting/subcontracting in accordance with Letter of Understanding #3 and Appendix E.

Should there not be sufficient, qualified members of CUSW available to be referred in a timely manner to perform the work, the agreed upon percentage (55%) may not be achievable. If it becomes apparent that this may become the case, the Transition Committee will discuss it and develop an agreed upon path forward. OPGI reserves the right to apply Letter of Understanding #3 to this work in those circumstances where a timely solution is not identified by the Transition Committee. Hours worked in these circumstances will not be counted as a part of the percentage of the hours for purposes of the agreed upon percentage.

\* BTU electrical trades work against which the 55% will be applied consists of: (1) the Project Portfolio (including Pickering A and B Life Extension and Safe Storage), of which MSA Work is a sub-set; and (2) PSA Overflow Work assigned to the BTU at Pickering and Darlington; and (3) Darlington Refurb work performed by MSA contractors under the terms and conditions of the MSA.

### **Nuclear New Build and Darlington Refurbishment**

OPGI and CUSW agree to work together to identify potential construction work opportunities for CUSW electricians. They will meet regularly to identify pending project work that may be contracted out.

The Parties also agree that for any contractors identified by CUSW, OPGI will evaluate their suitability to perform electrical trades work. OPGI will identify where changes are required to meet OPGI's standards and it is then up to the contractor to take the required actions to remedy the deficiencies. Once the contractor has met all qualifications, OPGI will arrange the standard external audit to ensure compliance, when applicable. Once this audit has been passed, the contractor will be added to the approved supplier list.

CUSW contractors who meet OPGI's commercial qualification requirements may be entitled to bid on remaining work.

OPGI will contract this work in accordance with Letter of Understanding #3 and Appendix E.

## **Non-Nuclear Sites**

OPGI agrees to contract and subcontract work in accordance with Letter of Understanding #3 and Appendix E. OPGI agrees to require all contractors and /or subcontractors that are awarded work by OPGI and/or their designated contractors to apply the OPGI Labour Requirements provisions to all work covered by the CUSW/OPGI Collective Agreement.

### **Section 3**

#### **DURATION OF AGREEMENT**

- 3.1 This Agreement shall become effective May 1, 2020 and will expire on April 30, 2023.
- 3.2 Either party to this Agreement may give notice in writing to the other party not more than 90 days prior to the expiry date and not less than 30 days prior to the expiry date of this Agreement and negotiations should begin within 15 days of the giving of notice. If there is no notice given of change or termination of this Agreement, as mentioned in this Section, this Agreement shall remain in effect from term to term thereafter.
- 3.3 This Agreement shall be subject to amendment at any time by mutual consent of the parties hereto. Any such amendment agreed upon shall be reduced to writing, signed by the parties hereto.

### **Section 4**

#### **WORK ASSIGNMENT**

##### **4.1 Advance Notice**

The Employer will advise the Union as far in advance as possible of new construction work coming under the scope of this Agreement.

For Nuclear only, the Employer will convene a prejob conference on a quarterly basis before this work commences to discuss the preliminary details of the proposed work to be performed and to establish conditions in accordance with this Agreement for the work site.

## 4.2 Work Assignment

- (a) The Employer recognizes the work jurisdiction of the Union and when assigning work to its Employees, agrees to assign all work traditionally performed by Employees in the classifications under this agreement in accordance with established practice.

Regular mark-up meetings will be conducted for new construction work at times appropriate for the work in progress subject to the following:

The purpose of these mark-up meetings is to indicate to the Union the work that is about to be carried out by the Employer in order to minimize the potential for Jurisdictional Disputes.

The Union will attend these mark-up meetings, and every effort will be made to settle questions of jurisdiction before the dates that the Employer indicates the work is expected to commence. The Employer will provide written notice to the Union as far in advance as possible of mark-up meetings.

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

When a mark-up is required and the Employer has work that is less than three (3) weeks in duration and there are ten (10) or fewer Employees 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 one (1) week 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.

- (c) 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.
- (d) For Nuclear only, the Parties recognize that circumstances inside containment or confinement may arise particularly with discovery and emergency work. However, every reasonable effort will be made by the Employer to adhere to the jurisdiction of CUSW. Assignments made with respect to the above shall not be subject to Jurisdictional Disputes providing it is limited to two (2) hours duration and a maximum of two (2) Employees and limited to the movement of uninstalled tools and/or materials. Nothing in this Section will set practice or precedent and cannot be relied upon as evidence for future assignments.

#### 4.3 Jurisdictional Disputes

- (a) In the event that a Jurisdictional Dispute arises over a work assignment, such assignments will remain in effect until the dispute is resolved, if necessary, by the Ontario Labour Relations Board, and will not interfere in any way with the progress of the work.
- (b) In the event the Union elects to pursue or respond to the Jurisdictional Dispute Board pursuant to the Act is not authorized to award damages in respect of a mis-assignment of work only in circumstances where the other Union(s) involved in the proceedings is (are) equally restricted in their ability to claim for damages. However, this paragraph shall not apply when the Jurisdictional Dispute and the mis-assignment of work results from a bad faith assignment on the same work that, as determined by the OLRB was previously the subject of a Jurisdictional Dispute before the OLRB.
- (c) The Employer shall have direct recourse to the Ontario Labour Relations Board when the Board has under its consideration a dispute involving the assignment of work being done by Employees covered by this agreement.

### Section 5

#### **UNION RIGHTS AND REPRESENTATIVES**

- 5.1 The Union will designate Representatives to handle the day-to-day administration of this Collective Agreement. Such representatives, after providing advance notice, will identify themselves to the authorized representative of the Owner and Employer and will be free to observe the progress and conduct of the work and to conduct normal Union business associated with the administration of this Collective Agreement. The Union undertakes that these representatives will not unduly interfere in any way with said work.
- 5.2 The Accredited Union Representative reserves the right to appoint or remove a steward or stewards on any job where workmen are employed under the terms of this Agreement.
- 5.3 The Employer shall be notified in writing when a steward is appointed and when such stewards cease to act as stewards.
- 5.4 Stewards will be responsible for their regularly assigned work on behalf of the Employer.
- 5.5 Such stewards shall be allowed sufficient time to see that the provisions of this Agreement are observed.
- 5.6 No steward shall be discriminated against by the Employer because of the performance of her/his duties as a steward.
- 5.7 The Chief Steward shall be notified in advance, when reasonably possible, of all overtime. The Chief Steward shall provide the name of the steward who will work the overtime. If no steward is available to work the overtime then the Employer will have no

further obligation under this Section.

- 5.8 Where appropriate and where more than one steward is required, one steward shall be appointed Chief Steward.
- 5.9 Where the Employer has only one steward appointed for a job, such steward will receive the same consideration given a Chief Steward.
- 5.10 The Chief Steward shall be the last to be laid off as long as she/he is capable of performing the remaining work.
- 5.11 The Employer shall receive the approval of the Union Representative prior to transferring a Chief Steward to another Project.
- 5.12 As the parties recognize the responsibilities of the Health and Safety Representative/Joint Health & Safety Committee member, this individual will be among the last five (5) Employees kept on a project, providing she/he is capable of performing the remaining work.
- 5.13 If management feels that the Health and Safety representative/Joint Health & Safety Committee member is not discharging her/his health and safety duties in a manner that follows the intent and spirit of the legislation, the Employer may refer the issue to the grievance procedure.
- 5.14 No Foreperson or Subforeperson who is acting in a supervisory capacity shall be permitted to act as a Steward or as a Health & Safety Representative.

## **Section 6**

### **UNION SECURITY**

- 6.1 All Employees covered by this Agreement will be members or will apply for membership in CUSW within fifteen (15) calendar days, and will maintain such membership in good standing as a condition of employment.
- 6.2 A checkoff system of Union dues will be made operative for the lifetime of this Agreement. The Employer will supply full checkoff lists of Employees subject to checkoff at regular intervals and agrees to collect monthly, or weekly as the case may be, for the Union dues payable to the Union. The Employer will transmit the monies so collected to the designated officials of the Union. The Union will indemnify the Employer for any liability arising from the deduction of dues as requested by the Union.
- 6.3 Any change in dues will be referred to the Employer through the National Office of CUSW before any change is put into effect. The amounts to be deducted and remitted will be as set out in the wage schedule.
- 6.4 The Union is required to make arrangements with new Employees to join CUSW as provided for in Subsection 6.1 of this Section.

## Section 7

### **EMPLOYEE DESIGNATION**

- 7.1 It is understood that Forepersons and Subforepersons hold responsible positions in the relationship between the Employer and the Union. Both parties agree that every effort should be made to recruit and retain Forepersons and Subforepersons who have a high degree of leadership and efficiency in the performance of their jobs and in supervising their crew. Recognizing the responsibilities involved in being a supervisor and a member of the Union, the Employer and the Union will make every effort to minimize problems that may arise which concern the relationship between the Forepersons and Subforepersons, the Employer and the Union.
- 7.2 The parties recognize the responsibilities of Forepersons and Subforepersons to discharge their managerial duties. If the Union feels that the Foreperson or Subforeperson is not discharging her/his managerial duties in a manner that is fair and equitable, or if the Employer feels that the Union is interfering with the Foreperson or Subforeperson in the performance of her/his managerial duties the grievance procedure may be invoked by either party.
- 7.3 The selection and retention of Forepersons and Subforepersons will be the responsibility of the Employer. When making appointments to the Foreperson and Subforeperson level, the Employer will give consideration to those Journeypersons they presently employ, however, this consideration does not create an obligation to make an appointment from these Employees.
- 7.4 Such Forepersons and Subforepersons shall be members of the Union and shall register at the Union office and shall be issued with clearance cards.
- 7.5 In the interest of leadership, efficiency and productivity, the Employer shall have the right to move Forepersons and Subforepersons from construction site to construction site.
- 7.6 The Foreperson's differential shall be thirteen percent (13%) of the Journeyperson's Base Hourly Rate. The Subforeperson's differential shall be seven percent (7%) of the Journeyperson's Base Hourly Rate. The rates of pay for all Forepersons and Subforepersons covered by this Agreement will be set forth in the current wage schedule(s). The Employer shall provide the Union with current wage schedule(s).
- Contractor Only - Senior Foreperson (General Foreperson) will be paid 15% above the Journeyperson Base Hourly Rate.
- 7.7 Where the crew size is five (5) or less, including the Foreperson, the Foreperson may be required to work with the tools of the trade. Where this requirement arises, it is expected that the Foreperson shall continue to remain focused on their safety and supervisory duties. The Foreperson if not already eligible to work during scheduled hours of work, will not be used to replace a Journeyperson on overtime.
- 7.8 When Employees covered by this Agreement perform greenmanning, assessing, estimating and training duties, they will be paid the Foreperson rate. Dedicated Holders of Record at nuclear sites will also be paid the Foreperson rate.

- 7.9 Persons appointed to Senior Foreperson and Foreperson positions will be provided supervisory training, prior to appointment, where possible.

## **Section 8**

### **EMPLOYMENT PRACTICES/HIRING**

#### **8.0 General**

An office may be established by the Employer for each Project. A purpose of this office will be to coordinate employment as specified in this Section.

The Employer and the Union will exchange the names of their representatives in each Project who will be responsible for co-operating in the referral and employment of reliable and competent Union members.

Where practical the Employer will notify the Union of future manpower requirements for all Employees coming within the scope of this agreement.

#### **8.1 Hiring**

The employment and layoff of tradespersons and apprentices shall be carried out on the following basis and sequence:

- (i) The Employer agrees to hire and employ only members of the Canadian Union of Skilled Workers on work assigned to the Union in accordance with Section 4 (Work Assignment).

The Employer shall submit requests to the Union for certified tradespersons and apprentices as required (see attached Letter of Understanding No.4 on Work Request Process). All requests shall include a description of the work, the number of tradespersons and apprentices required and the prerequisite skills, training and qualifications that these individuals must hold.

The Employer will either hire such persons or substantiate their reasons in writing for not doing so. No one will be employed unless they are in possession of a clearance card from CUSW.

- (ii) If the Union is unable to furnish certified members or travel card holders to the Employer within three (3) working days of the time the Union office receives the request for tradespersons (excepting Saturdays, Sundays and Holidays), the Employer shall be afforded the right to employ certified tradespersons (travel card members or permit holders) as are available. The Union will issue clearance cards to tradespersons hired in these circumstances.
- (iii) All persons referred to the site, shall register with the Employer prior to commencing work. Permit holders may be replaced by Union members after three (3) working days notice to the Employer, but in no case until a tradesperson has worked a minimum one week.

Notwithstanding the above, re-employment as required by the Workplace Safety and Insurance Board shall not be a violation of this Collective Agreement. The Union agrees to issue a clearance slip to Employees hired in these circumstances.

## 8.2 **Nuclear Sites**

Members being referred to Nuclear generating facilities will sign a Security Clearance Identification Report (SCIR) in order to commence the security clearance process prior to being referred for employment. Within three (3) working days the completed and signed SCIR shall be returned to the requesting Nuclear generating facility.

Union members who fail the Security Clearance process are not eligible for employment at a Nuclear generating facility.

The Union agrees not to refer for employment members who fail the Security Clearance process.

If the Union is unable to furnish the Employer the completed and signed SCIR's within the prescribed time limit, that is, within three working days from when the Union receives the Help Requisition (excluding Saturdays, Sundays and Holidays) the Employer shall be afforded the right to employ certified tradespersons (permit holders) as are available. The Union will issue clearance cards to tradespersons hired in these circumstances.

- 8.3 An Employee who voluntarily terminates her or his employment with an Employer on an OPGI site shall not be entitled to be referred to another Employer on the same site for a period of thirty (30) days unless both Employers agree.

## **Section 9**

### **TRANSFER OF EMPLOYEES**

- 9.1 The Employer reserves the right to transfer Employees to meet its needs, having regard for the special requirements of thermal, nuclear or hydraulic generation construction.
- 9.2 Employee transfers to other applicable power sector agreements: The Parties recognize that the Employer and the Union desire to maximize the use of the labour pool by making available the members of the Union for all work undertaken by the Employer. To this end, the Union agrees to co-operate in the movement of the Employees as required between OPG and Bruce Power and CUSW Collective Agreements to accommodate the needs of the Employer.
- 9.3 The Employer shall provide transportation or pay the equivalent of the cost of public transportation or mileage at the rate specified in Section 24.1, whichever is deemed appropriate by the Employer, for the initial trip to the new work location from the Employee's most recent work location.
- 9.4 The Employer shall also pay traveling time at the appropriate straight time rate of one (1) hour per 80 radius kilometers up to a maximum of ten (10) hours per day as per the receiving site's shift.

## **Section 10**

### **REDUCTION OF STAFF**

- 10.1 When a reduction of staff is to take place at a site, the Employer shall layoff the Employees in the following sequence:
- (i) Travel card members;
  - (ii) Union members hired by the Employer after May 26, 1996;
  - (iii) Union members continuously employed by the Owner at OPGI Nuclear sites since May 26, 1996.
- 10.2 For those Employees identified in 10.1(iii) above, the following procedure shall be utilized for staff reductions:
- (i) For the purposes of this Section, there shall be seven (7) classifications of Employee:
    - Electrician Journeypersons (excluding Forepersons)
    - Electrician Apprentice
    - Lineperson Journeyperson including Foreperson and Subforeperson
    - Lineperson Apprentice
    - Instrumentation and Control Journeyperson including Foreperson and Subforeperson
    - Instrumentation and Control Apprentice
    - Electrical Technician including Foreperson and Subforeperson
  - (ii) The Employer shall decide which of the classifications listed above will be affected. Layoffs will be based on Employee seniority on the project site, subject to the remaining Employee(s) having the necessary skills and abilities to satisfactorily perform the remaining work.
- 10.3 Seniority is based on the Established Commencement Date (ECD) or date of hire for the Employer and shall be maintained if an Employee is transferred to another site. For clarity, seniority is Employer specific but not site specific.
- 10.4 When possible, the Employer shall notify the Union electronically three (3) days prior to layoff but no later than the day of layoff. Failure of the Employer to notify the Union of the layoff by the day of the layoff will entitle the Employee to an additional one (1) hours pay.

## **Section 11**

### **HOURS OF WORK**

- 11.1 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 to another shift.

11.2 It may be necessary from time to time to vary the hours of work established in this Section. Any amendments to the hours of work will be established by mutual agreement between the Employer and the Union.

### **11.3 One (1) or Two (2) Shift Operation**

11.3.1 The weekly hours of work shall consist of forty (40) hours for all Employees of the Employer covered by this agreement and working on a one (1) or two (2) shift operation.

11.3.2 The weekly hours of work (Monday to Friday inclusive) may be arrived at by having the Employees work four (4) consecutive ten-hour shifts, either Monday - Thursday or Tuesday - Friday, or by having the Employees work five (5) consecutive eight-hour shifts.

11.3.3 Weekly hours of work will be established for a minimum period of two (2) weeks. The Employer will notify the Union of the weekly hours of work for each work program at the site.

11.3.4 If a project site intends to change the weekly hours of work, a minimum of three (3) days written notice shall be sent to the Union.

11.3.5 The start time for the day shift shall be between the hours of 6:00 am to 9:00 am. Crews may have different start times.

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. The Employer will notify the Union of its start times in advance of the work commencing.

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

11.3.6 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) of the Base Hourly Rate for scheduled hours worked on that shift. Shift differential will not be paid on overtime hours.

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

### **11.4 Three (3) Shift Operation**

11.4.1 When a three (3) shift operation is established by the Employer, the following conditions will apply:

11.4.2 Those Employees working on the day shift shall work eight (8) hours at the straight time rate.

- 11.4.3 Those Employees working on the afternoon shift shall work seven and one-half (7 1/2) hours per shift. A shift differential of one-seventh (1/7) of the Base Hourly Rate shall be paid for all normal scheduled shift hours worked. Shift differential will not be paid on overtime hours."
- 11.4.4 Those Employees working on the night shift shall work seven (7) hours per shift. A shift differential of one-fifth (1/5) of the Base Hourly Rate shall be paid for all normal scheduled shift hours worked.
- 11.4.5 Trades assigned to fire watch duties may commence work after the start of the rest of the crew. In these cases, normal scheduled hours of work beyond the quit time of the rest of the crew will not be subject to overtime premiums.

### **11.5 All Shifts - One, Two or Three Shift Operations**

- 11.5.1 The rate for the shift will be based on the day in which the shift begins.
- 11.5.2 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.
- 11.5.3 It may be necessary, from time to time, to vary the shift starting times, with a possible variance of one (1) hour either way. When this occurs, a revised shift arrangement will be established.
- 11.5.4 No Employee shall be required to work more than one shift in any twenty-four hour period unless the overtime rate is paid.

### **11.6 Seven (7) Day Operation**

- 11.6.1 When working under the provisions of this 7-day shift schedule all conditions listed below will supersede those contained in the other Sections of this Collective Agreement. Where this shift schedule is silent, the appropriate Section in the Collective Agreement applies.
- 11.6.2 This shift schedule is intended for work of at least two (2) weeks in duration; however, it is recognized that unforeseen circumstances may require the cancellation of this schedule.
- 11.6.3 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.
- 11.6.4 The Employee(s) shift schedule consists of four consecutive ten (10) hour shifts (day, afternoon, or night) followed by four scheduled days off. Shift overlap may be required.
- 11.6.5 Shift work may be established by the Employer to provide seven days per week work coverage, on a one, two, or three shift per day basis. When this occurs, a specific shift arrangement will be established by the Employer detailing the shift schedule to be worked. The Employer will provide the Union with at least 48 hours notice prior to the implementation of these shift provisions.

**11.6.6 First Shift**

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

**11.6.7 Second Shift**

Regularly scheduled hours of work Monday to Friday inclusive shall be paid at straight time hourly rates plus a shift differential of one-seventh (1/7) of the Base Hourly Rate.

**11.6.8 Third Shift**

Regularly scheduled hours of work Monday to Friday inclusive shall be paid at straight time hourly rates plus a shift differential of one-fifth (1/5) of the Base Hourly Rate.

**11.7 All Shifts - 7 Day Operation**

11.7.1 Regularly scheduled hours of work on Saturday, Sunday, Statutory and Recognized Holidays shall be paid at two times the straight time hourly rate. Recognized Holidays will be observed on the actual day on which the holiday occurs or as declared by legislation.

11.7.2 For clarification of pay treatment on Seven (7) Day Operations, see LOU #19.

**Section 12**

**REST PERIODS**

12.1 For Employees working regularly scheduled hours, a fifteen (15) minute rest period will be allotted, at the time 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 excluding the third shift.

12.2 For Employees required to work overtime, a ten (10) minute rest period will be allotted prior to the end of the normal shift before commencing overtime work.

12.3 For Employees working overtime, a fifteen (15) minute rest period will be allotted, at the time directed by the Employer, after each two hours of overtime worked.

12.4 Employees performing work in a Zone 3 nuclear environment will have the following meal and rest period conditions:

- a) One 30 minute meal period in each 8 or 10 hour shift;
- b) One 30 minute meal period for the first 2 hours worked beyond the regular quitting time on an 8 or 10 hour shift and for each 4 hours worked thereafter. Overtime meal periods will be at straight time if the Employee has been notified of the overtime the day before or if a free meal is provided. The meal period will be at premium time if a meal is not provided;

- c) Two 15 minute rest periods in each 8 or 10 hour shift;
- d) One 10 minute rest period if an Employee works beyond the regular quitting time of an 8 or 10 hour shift;
- e) An Employee will receive a 15 minute rest break for each 2 hours of overtime worked when not entitled to a meal break as per (b) above;
- f) Meal and rest break will be taken as conditions permit and may be postponed to allow Employees to start or complete work assignments but will comply with the *Employment Standards Act*. When it becomes necessary to move a lunch period when working 8 hours plus 4 hours overtime or 10 hours plus 2 hours overtime, consistent with this Article, it will be compensated at 30 minutes premium time.

### **Section 13**

#### **REPORTING PAY**

- 13.1 An Employee who reports for work, unless directed not to report the previous day by the Employer, shall receive a minimum of four (4) hours pay for an 8 hour shift and five (5) hours pay on a 10 hour shift, plus her/his appropriate Daily Travel or Board Allowance at the applicable rate when she/he reports for work but is unable to commence or continue to work because of circumstances beyond her/his control. An Employee will not receive this allowance if she/he is unable to complete her/his shift as a result of inclement weather.
- 13.2 Notwithstanding Subsection 13.1, when the Employer considers it necessary to shut down a job to avoid the possible loss of human life, because of an emergency situation that could endanger the life and safety of an Employee, in such cases, Employees will be compensated only for the actual time worked.

### **Section 14**

#### **INCLEMENT WEATHER PAY**

- 14.1 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. To qualify, the Employee must remain at a protected place or area as designated by the Employer for three (3) hours unless excused by an authorized representative of the Employer.
- 14.2 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 rate of pay or pay for the actual time worked for that shift, whichever is the greater.
- 14.3 An Employee in receipt of inclement weather pay shall also receive Travel or Board Allowance if applicable.

## **Section 15**

### **VACATION AND RECOGNIZED HOLIDAYS**

- 15.1 The holidays recognized under this Agreement are:
- |                |                  |            |
|----------------|------------------|------------|
| New Year's Day | Civic Holiday    | Family Day |
| Good Friday    | Labour Day       |            |
| Easter Monday  | Thanksgiving Day |            |
| Victoria Day   | Christmas Day    |            |
| Canada Day     | Boxing Day       |            |
- 15.2 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 either on the preceding Friday or following Monday.
- 15.3 The Employer reserves the right to change the day of observation of a recognized holiday when such holiday falls on a Tuesday or Thursday.

The Employer agrees to pay vacation and recognized holiday pay on a weekly basis. The Vacation Pay rate and Recognized Holiday pay rate shall be ten (10) percent of the base hourly rate earnings.

## **Section 16**

### **CALL-IN PAY**

- 16.1 When an Employee is called in to work outside of her/his regularly scheduled hours of work, she/he shall receive a minimum of two (2) hours pay at double the straight time hourly rate plus Travel Allowance where applicable.
- 16.2 If the Employee's normal hours of work commences within this two (2) hour period, the Employee will be paid double the straight time hourly rate for the actual hours worked and revert to her/his normal rate at the commencement of her/his regularly scheduled hours of work.
- 16.3 The parties agree that Call-In Pay is not meant to replace nor be considered to be extension overtime.

## **Section 17**

### **OVERTIME**

- 17.1 When working on an eight (8) hour day and five (5) day per week work schedule (Monday to Friday inclusive), overtime work shall be paid at one and one-half (1 1/2) times the straight time hourly rate for all hours worked beyond the normal daily

scheduled number of hours up to a maximum of two (2) hours per day. All hours in excess of ten (10) hours per day shall be paid at two (2) times the straight time hourly rate.

- 17.2 When working on a ten (10) hour day and four (4) day per week work schedule (Monday to Friday inclusive), overtime work shall be paid at one and one-half (1 1/2) times the straight time hourly rate for all hours worked beyond the normal daily scheduled number of hours up to a maximum of two (2) hours per day. All hours in excess of 12 hours per day shall be paid at two (2) times the straight time hourly rate.
- 17.3 Overtime work performed on Saturday, Sunday, Recognized Holidays and non-shift days shall be paid at two (2) times the straight time hourly rate.
- 17.4 Extension overtime may be worked either prior to or after the regularly scheduled hours of work.
- 17.5 The Union and Employer have a mutual interest in reducing unauthorized absenteeism. At the Employer's discretion, an unapproved absence of the Employee may disentitle the Employee to overtime opportunities. For clarity, an absence due to illness that is approved by the Employer will not disentitle an Employee to overtime opportunities. The application of the Employer's discretion will be exercised reasonably and will be subject to referral to the Nuclear Project Committee.

## **Section 18**

### **MEALS ON OVERTIME**

#### **Scheduled Eight (8) Hour Shifts**

- 18.1 When an Employee has not been notified the previous day that she/he will be required to work for more than two (2) hours beyond the normal quitting time of the first or second shifts or for more than three and one half (3 ½) hours beyond the normal quitting time of the third shift, she/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 she/he shall be provided with a meal. The Employer will supply a hot meal when possible. Where an Employee has been notified the previous day, no meal will be provided after the first two (2) hours of overtime worked, but the Employee will be allowed thirty (30) minutes to eat and be paid at the Base Hourly Rate of pay. After each additional four (4) hours is worked and when work is required beyond that four (4) hour period, the Employee shall be allowed thirty (30) minutes to eat and be paid at the Base Hourly Rate of pay and she/he shall be provided with a meal.
- 18.2 When a paid meal period overlaps a rest period, the paid meal period will supplant the rest period.

- 18.3 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.
- 18.4 The above-noted is not applicable to the first six and one-half (6 ½) hours worked on Saturdays, Sundays or Recognized Holidays for Employees who normally work the third shift.

### **Scheduled Ten (10) Hour Shifts**

- 18.5 When an Employee has not been notified the previous day that she/he will be required to work beyond her/his normal quitting time, prior to commencing the overtime work, she/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 she/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 the 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 she/he shall be provided with a meal.
- 18.6 The above-noted is not applicable to the first ten (10) hours worked on Saturdays, Sundays, or Recognized Holidays for Employee who normally work the first or second shifts.
- 18.7 When a paid meal period overlaps a rest period, the paid meal period will supplant the rest period.

## **Section 19**

### **STANDOFF**

- 19.1 Where work is unable to continue, an Employee may be subject to standoff for up to eight (8) weeks time accumulated in any one calendar year (January 1<sup>st</sup> to December 31<sup>st</sup>). Subsistence allowance will only be paid if the Employee is specifically directed by the Employer to maintain existing accommodation near the work location.
- 19.2 An Employee may be subject to further standoff within the calendar year upon mutual consent of the Union and the Employer.
- 19.3 On commencement of standoff, an Employee will be issued a Record of Employment (ROE) form.

## Section 20

### **WAGES AND PAY PROCEDURE**

- 20.1 The rates of pay for Employees in the classifications listed in Subsection 2.3 of this Agreement and working on the Employer's property shall be as set forth in the wage schedule(s) attached hereto.
- 20.2 The Normal pay procedure shall be as follows:
- (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.
  - (ii) Wages shall be paid by the Employer either:
    - on the job site, before quitting time, by cheque payable at par in the locality of the job site;
    - OR**
    - by direct deposit;at the Employer's option.
  - (iii) Accompanying each payment of wages shall be a statement, in writing, which can be retained by the Employee, setting forth:
    - (a) the period of time or the work for which the wages are being paid;
    - (b) the rate of wages to which the Employee is entitled;
    - (c) the amount of wages to which each Employee is entitled;
    - (d) the amount of each deduction from wages of the Employee and the purpose for which each deduction is made;
    - (e) any allowance or other payment to which the Employee is entitled;
    - (f) the amount of vacation pay and holiday pay for which the Employee is being credited;
    - (g) the net amount of money being paid to the Employee.
  - (iv) In cases of inclement weather being declared on pay day, Employees will receive their pay before leaving the site provided it is available on the site.
- 20.3 On termination the Employer will provide a Record of Employment (ROE) as part of the Employee's final pay and will send the ROE information electronically to Service Canada. The Employee's final pay and ROE will be issued electronically within the timelines specified by the relevant legislation.

Once the above notice period has expired and an Employee has yet to receive her/his final pay and termination documents, the Employee shall have ten (10) days in which to notify the Employer in writing, of non-compliance with Section 20. Once the Employer has been notified of non-compliance, the Employee will be entitled to two (2) hours of pay at the straight time rate for each normal work day of non-compliance.

## Section 21

### **UNION AND BENEFIT FUNDS**

- 21.1 The Employer agrees to pay into operative welfare, pension and/or other such plans, the amounts specified by the Union and identified in the wage schedule(s) attached hereto. Payment to the above noted funds shall be based on each hour paid unless otherwise noted.
- 21.2 Wage schedule, dues, and remittance changes are to be provided in writing to the Employer on October 1<sup>st</sup> of each calendar year. The effective date of such changed wage schedules, dues, and remittances shall be the date of issuance. All remittances will be in cents per hour paid.
- 21.3 The Employer agrees to deduct from the Total Wage Package and pay into an operating Training Trust Fund an amount of money per hour to be determined by the Union for all hours earned. Such training amounts will be set forth in the wage schedules attached to this Collective Agreement.
- 21.4 The Union agrees to supply the Employer with administrative material and information regarding the Funds identified in this Section.

## Section 22

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

#### **22.1 Travel Allowance**

- 22.1.1 Upon application, payment of 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 amounts. In the event of termination for any reason before full recovery, any balance owing will be deducted from the final pay.
- 22.1.2 The daily Travel Allowance will be paid by the Employer to the Employees who are not receiving Room and Board Allowance as referred to in Subarticle 22.2, on the following basis:
- (i) If an Employee lives within forty (40) radius kilometers\* of the project, no Travel Allowance will be paid.
  - (ii) If an Employee lives within 40 to 56 radius kilometers of the project, she/he shall receive \$29.30 per day effective May 1, 2020 (\$29.59 effective May 1, 2021 and \$29.89 effective May 1, 2022) Travel Allowance for each day worked or reported for.
  - (iii) If an Employee lives within 56 to 80 radius kilometers of the project, she/he shall receive \$33.97 per day effective May 1, 2020 (\$34.31 effective May 1,

2021 and \$34.65 effective May 1, 2022) Travel Allowance for each day worked or reported for.

- (iv) If an Employee lives within 80 to 97 radius kilometers of the project, she/he shall receive \$39.01 per day effective May 1, 2020 (\$39.40 effective May 1, 2021 and \$39.79 effective May 1, 2022) Travel Allowance for each day worked or reported for.
- (v) If an Employee lives greater than 97 radius kilometers from the project and does not qualify for subsistence allowance under Subarticle 22.2 below, she/he shall receive \$45.17 per day effective May 1, 2020 (\$45.62 effective May 1, 2021 and \$46.08 effective May 1, 2022) Travel Allowance for each day worked or reported for provided she/he continues to travel greater than 97 radius kilometers daily.

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

22.1.3 When an Employee is directed to report to a location that involves traveling 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, board allowance entitlement and initial and return allowance entitlement.

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

## **22.2 Room and Board Allowance**

22.2.1 Upon application, payment of Room and Board 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 amounts. In the event of termination for any reason before full recovery, any balance owing will be deducted from the final pay.

22.2.2 The following conditions will apply for Employees whose regular residence\* is more than 97 radius kilometers from the project:

- (i) An Employer may supply either:
  - (a) free room and board in camp or a good standard of board and lodging within a reasonable distance of a project; or
  - (b) a Subsistence Allowance; or
  - (c) a Travel Allowance.

All distances for the purposes of Section 22 will be determined by electronic means.

*\* 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 she/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 obtains temporary accommodation for that worklocation.*

22.2.3 An Employee may exercise her/his option not to stay in a camp or accept free room and board. An Employee who exercises this option shall receive a Room and Board Allowance as follows:

- (i) When an Employee's regular residence is more than 97 radius kilometers from a site located North of the French River and the Employee maintains temporary accommodation at or near the Project, the Employee shall be paid a Subsistence Allowance of \$114.90 per day effective May 1, 2020 (\$116.05 effective May 1, 2021, and \$117.21 effective May 1, 2022) for each day worked or reported for.
- (ii) When an Employee's regular residence is more than 97 radius kilometers from a site located South of the French River and the Employee maintains temporary accommodation at or near the project, the Employee shall be paid a Subsistence Allowance of \$95.34 per day effective May 1, 2020 (\$96.30 effective May 1, 2021, and \$97.26 effective May 1, 2022) for each day worked or reported for, subject to 22.2.3 (iv) below.
- (iii) When an Employee's regular residence is more than 97 radius kilometers from the site and the Employee commutes to work on a daily basis, the Employee shall receive \$47.72 per day effective May 1, 2020 (\$48.20 effective May 1, 2021, and \$48.68 effective May 1, 2022) for each day worked or reported for.
- (iv) At the Pickering and Darlington Projects, Employees who live beyond 97 radius kilometers from the site, shall receive \$81.74 per day effective May 1, 2020 (\$82.56 effective May 1, 2021, and \$83.38 effective May 1, 2022) for each day worked or reported for.

22.2.4 An Employee shall not qualify for daily Travel Allowance or Room and Board Allowance when such Employee reports for work but does not remain at work to her/his scheduled daily hours unless excused by an authorized representative of the Employer. Such permission shall not be unreasonably denied.

- 22.2.5 The Union recognizes the Employer's right to charge for board and other existing services. The Employer fixes the charge for board and other existing services in camps at \$25.00 per day. This will be applied on the following basis:
- (i) An Employee who remains in camp on a normally scheduled work day on which she/he does not work will be charged \$25.00 per day unless she/he is excused from work for a legitimate reason by an authorized representative of the 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 remains in camp and 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 remains in camp and 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.
- 22.2.6 All applications for Travel Allowance and Room & Board must be complete and filed with the Employer during the course of employment. The Employer will not be responsible for any application filed more than fourteen (14) days after an Employee has been laid off, has quit, or has been terminated.
- 22.2.7 Employees using company vehicles are not entitled to daily travel.
- 22.2.8 If an Employee does not qualify for Room and Board under Section 22.2.3, and lives greater than 97 radius kilometers from the project, she or he shall receive daily travel as per the rates in Section 22.1.2(v).

## **Section 23**

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

- 23.1 On recruitment of tradespersons who live between 97 and 161 radius kilometers\* from the project, the Employer shall pay \$27.00 effective August 8, 2011. This amount shall increase to \$28.00 effective May 1, 2013.
- 23.2 On recruitment of tradespersons who live beyond 161 radius kilometers from the project, the Employer shall pay forty-seven cents (\$0.47) per radius kilometer effective August 8, 2011, plus travel time based on one hour's pay at the Base Hourly Rate for each 80 radius kilometers of travel, or part thereof, to a maximum of 8 hours' pay at the Base Hourly Rate for the initial trip to the project from where the tradesperson lives or the Union Referral Hall for the project, whichever is closer to the project.

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

- 23.3 To qualify for payment in Subsections 23.1 or 23.2, the Employee must remain at the project for a minimum of fifteen (15) working days or the duration of the job, whichever is lesser.
- 23.4 On termination of employment due to a reduction of staff, an Employee entitled to payment under Subsections 23.1 or 23.2 shall be entitled to return expenses calculated in the same manner as in Subsections 23.1 or 23.2 above for the return trip from the project to where the tradesperson lives 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.
- 23.5 On the Thunder Bay Project and Atikokan Project, an Employee shall qualify for a return trip from the Project to her/his regular residence for each thirty (30) days worked on the Project providing her/his regular residence is more than four hundred (400) radius kilometers from the Project.
- 23.6 For each entitlement, the Employer shall pay travel expenses on the basis of the equivalent cost of public transportation plus travel time based on one (1) hour's pay for each eighty (80) radius kilometers of travel, or part thereof, to a maximum of eight (8) hours' pay at the Base Hourly Rate.

## **Section 24**

### **USE OF PERSONAL VEHICLE**

- 24.1 An Employee who is requested or receives approval from an authorized representative of the Employer to use her/his personal vehicle for the convenience of the Employer shall be reimbursed forty-seven cents (\$0.47) effective August 8, 2011, per radius kilometer traveled for such use of her/his vehicle.

## **Section 25**

### **TOOLS AND CLOTHING**

- 25.1 Employees shall be required to provide themselves with the ordinary hand tools of the trade as specified in the attached tool list. The Employer will provide insofar as is practical, separate facilities for storing the tools, but shall not be held responsible for losses, except as noted hereunder:
- 25.2 When personal tools valued in excess of \$15.00 are lost due to fire, the Employer will consider replacement or payment value to a maximum of \$500.00 based on the merit of each case. This will include only personal tools that a tradesperson is required to have to perform the normal duties with the Employer.
- 25.3 The Employer agrees to compensate Employees for tools lost by theft, as supported by claims submitted in writing with substantiating evidence to establish theft resulting from forcible entry to a locked storage provided by the Employer to a maximum of \$500.00.

- 25.4 In the event of a loss by fire at a work location, replacement or payment of the full estimated value in excess of \$15.00 but not exceeding \$500.00 for the loss of personal clothing will be made.
- 25.5 In the event of a loss by fire 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.
- 25.6 Employees who have obtained tools from the Employer's tool crib shall be allowed sufficient time, in the opinion of Management, to return such tools to the tool crib during working hours. Employees receiving tools from such tool crib shall be held responsible for the return of such tools in good condition, subject to normal wear and tear. On layoff, Employees will be allowed reasonable time to return tools to the tool crib.
- 25.7 Gang tools are tools which are issued to a Foreperson and are used by one or more members of the crew. Such tools are not identified on trade tool lists, nor are they the tools and equipment identified in this Section. Such tools shall be the responsibility of the Employer.
- 25.8 Employees eligible for payment under Subsections 25.2, 25.3, 25.4 or 25.5 above, shall be reimbursed within 60 days after the date of submitting a claim. The Employer shall provide tools for the Employee to use during the replacement period.
- 25.9 Employees are required to wear protective clothing and use protective equipment appropriate for the work being done. The Employer shall supply Employees working in close proximity to obvious fire hazards (i.e. open flame) with fire retardant coveralls.
- 25.10 On abnormally dirty and/or corrosive work, in which the Employee's clothing may be excessively or permanently damaged, the Employer will supply protective clothing and equipment (including gloves and coveralls where appropriate) at no cost to the Employee.
- 25.11 Employees shall supply themselves with, and wear at all times on the job, approved safety shoes.
- 25.12 When an Employer wishes an Employee to wear a specifically identified safety helmet, the Employer shall provide it on loan, complete with a new liner.
- 25.13 Protective clothing and equipment (including gloves, coveralls and fire retardant coveralls) and rainwear that is provided by the Employer will be charged out to an Employee and the Employee shall be responsible for the return of such protective clothing and equipment (including gloves, coveralls and fire retardant coveralls) and rainwear upon completion of the work involved.

## Section 26

### **GRIEVANCES AND ARBITRATIONS**

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

#### **26.2 Preliminary Discussion**

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

#### **26.3 First Step**

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

26.3.2 Within ten (10) working days of the filing of the grievance, the Employer shall investigate the grievance and convene a meeting to attempt to resolve it. The Employer shall give her/his reply on the prescribed form to the Chief Steward within five (5) working days from the date of the First Step meeting.

#### **26.4 Second Step**

26.4.1 If a dispute has not been resolved at the First Step of the grievance procedure, the Chief Steward may refer the grievance on the prescribed form to the Employer. Such grievances shall be referred within ten (10) working days after the disposition has been issued under the First Step of this procedure.

26.4.2 The Employer shall investigate the grievance and convene a meeting to attempt to resolve the matter within five (5) working days from the receipt of the grievance form which was completed at First Step.

#### **26.5 Employer or Policy Grievances**

26.5.1 The processing of Employer grievances shall begin at the Second Step. The Employer 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.

## **26.6 Time Limits**

- 26.6.1 The time limits as to both documents and procedure set out in the above Subsections 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 or the Employer shall be entitled to submit the grievance to the next step of the grievance procedure. Any grievance not processed within the time limits specified in the grievance procedure shall be deemed to have been withdrawn and ineligible for arbitration.
- 26.7 Alleged unjustified termination, discharge, suspension or disciplinary action may be grieved beginning at First Step.
- 26.8 Disputes about the interpretation or application of particular clauses of this Agreement and about alleged violations of this Agreement shall not be processed under Section 133 of the *Labour Relations Act of Ontario* by either party until the provisions set forth in this Section for the resolution of such disputes have been fully exhausted.
- 26.9 The Employer shall provide the necessary facilities for all grievance meetings.
- 26.10 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 this Section, the matter may be submitted within thirty (30) days of its failure of settlement by grievance procedure by either the Employer or the Union to a sole Arbitrator for adjudication. The selection of the Arbitrator shall be by mutual agreement of the parties. If the parties cannot agree, the appointment shall be made by the Minister of Labour for Ontario upon the request of either party. The Arbitrator, when selected or appointed, will proceed as soon as practicable to hear and determine the dispute and shall issue a decision which is final and binding upon the parties and upon their respective members.
- 26.11 The Arbitrator shall have no power to add to or subtract from or modify any of the terms of this Agreement. The Arbitrator shall not substitute its discretion for that of the parties except where the Arbitrator 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 Arbitrator may substitute such other penalty for the discharge or discipline as the Arbitrator seems just and reasonable in all circumstances. The Arbitrator shall not exercise any responsibility or function of the parties. The Arbitrator shall not deal with any matter not contained in the original statement of grievance filed by the party referring the matter to arbitration.
- 26.12 In arbitration proceedings, the fees and expenses of the Arbitrator shall be shared equally by the parties.
- 26.13 The time limits as to both documents and procedure set out in this Section 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.

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

## **Section 27**

### **COMMITTEES AND APPRENTICESHIP**

#### **27.1 Joint Committee**

The parties agree that a Joint Committee will be established consisting of Employer representatives and senior Union Representatives which shall meet on a semi-annual basis to address issues of mutual concern. In this Committee, OPGI will ensure that knowledgeable staff advise the Union of the construction of new generation capacity where OPGI is involved. This information will include information on the project's structure, timing, plant design and OPGI's role. The parties understand that commercial considerations, particularly in regard to confidentiality may limit the amount of information that can be discussed.

The information discussed will include but will not be limited to the following:

- Dose distribution
- Diversity, equity and inclusion
- Electronic Data Transfer
- Remittances

#### **27.2 Apprenticeship**

27.2.1 The Employer recognizes that the Canadian Union of Skilled Workers has a Multi-Employer Apprenticeship Governance Council established for the purpose of training apprentices in the electrical industry.

27.2.2 The Employer agrees to participate in the operation of the Apprenticeship Governance Council ("AGC"). The AGC will be a Joint Apprenticeship Council for the purposes of the *Ontario College of Trades and Apprenticeship Act* (or any successor Act)

27.2.3 Employers will contribute ten (10) cents per hour worked towards funding the AGC. This will be over and above the Total Wage Package.

27.2.4 The Apprenticeship Governance Council shall be responsible for the establishment and maintenance of an apprenticeship training program, as well as adopting operating rules and conditions with respect thereto which are complementary to and in keeping with the intent of the *Ontario College of Trades and Apprenticeship Act* (or any successor Act).

27.2.5 All apprentices shall be governed by the *Ontario College of Trades and Apprenticeship Act* and Regulations (or any successor Act and Regulations). The staffing ratio will be between one (1) apprentice to three (3) or four (4) Employees in all other classifications.

The Parties agree to jointly communicate the AGC Policy & Procedures to each of the Employers at OPG.

### **27.2.6 Certificate of Qualification Process**

- a) Apprentice must have successfully completed all applicable trade school levels.
- b) Apprentice must receive a Letter of Apprenticeship Completion from the Administrative Coordinator prior to writing exam.
- c) An apprentice cannot write until all contract/training agreement hours are complete.  
Note: The maximum number of worked hours that can be credited to an Apprentice's contract is 48 hrs/week or 192 hrs/4-wk fiscal month or 240 hrs/5-wk fiscal month.
- d) Apprentices failing to achieve a passing grade are eligible to rewrite exam in accordance with current Ontario College of Trades (OCOT) policy.

## **Section 28**

### **LUNCHROOM FACILITIES**

- 28.1 Adequately heated accommodation separate from change rooms and washrooms shall be provided by the Employer on each project when necessary and where such accommodation can be reasonably provided for.
- 28.2 Such accommodation shall be weatherproof and shall be kept reasonably clean.
- 28.3 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.
- 28.4 The Employer will provide, where practical, clean, heated, lighted and ventilated facilities containing flush toilets and handbasins.

## **Section 29**

### **RADIATION WORK**

- 29.1 The Employer will, upon request, make available to the Union the OPGI Radiation Protection Procedures.
- 29.2 Each Employee will have access to her/his personal radiation exposure record.

- 29.3 Long-term Employees who reach their exposure limit will be given alternate employment until they can resume radiation work.
- 29.4 Short-term Employees will be given a guaranteed period of employment at their time of hire.
- 29.5 Employees working in a radiation area, in plastic suits or replacement material of the fully enveloping type with an independent air supply, will receive \$16.00 per day effective May 1, 2013 and \$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.
- 29.6 Construction Radiation Protection Assistant (R.P.A.) is a Construction Trades Person (Greenperson) who has achieved the full radiation qualification via (i) the approved Ontario Power Generation Inc. designation (ii) has successfully completed the construction R.P.A. training and checkouts, and (iii) has performed R.P.A functions while under supervision of a fully qualified Construction R.P.A. to the satisfaction of the Station Health Physics Unit

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

Employers reserve the right to recall qualified Greenpersons (RPA) in sequence from the out-of-work list to the location from where they were laid off.

## **Section 30**

### **INDIGENOUS CONTENT COMMITMENT**

- 30.1 Where an indigenous commitment has been established on a project, the Union will agree to the content commitments.
- 30.2 For projects, or jobs within a project, that are less than \$100,000 field labour, and have indigenous content commitments, the terms of the Collective Agreement will not apply to these indigenous commitments.
- 30.3 Prior to operationalizing the indigenous commitment, the Owner shall meet with the Union to discuss implementation for trades work on the project. This meeting will typically include representatives of the Owner, the Union, indigenous community, and contractors as appropriate.
- 30.4 The Parties agree to meet and discuss the following:
- projects with Indigenous commitments
  - the encouragement of Indigenous entrepreneurship
  - promotion of employment opportunities for Indigenous peoples
  - the proactive removal of barriers that hinder the participation of Indigenous peoples in the Building Trade Union workforce

\* \* \* \* \*

## **TOOL LIST**

All Journeyperson electricians are required to have the following tools:

- **1** Centre Punch
- **1** 1/2" Cold Chisel
- **1** Half-round File
- **1** Ball Peen Hammer
- 1 Adjustable Hacksaw Frame
- **1** Knife
- 1 Medium Level
- 5 Prs. of Pliers -
- 8" Sidecutters, Diagonal, Longnose and 2 pairs of Channellock
- Screwdrivers, Robertson and Standard types
- **1** 6" Square or Combination Square
- **1** Steel Tape, 10 or 12-foot
- 1 Small Tap Wrench
- 1 Tool box
- **1** Tool Pouch and belt for handtools

# Letter of Understanding No. 1

between

OPGI

and the

Canadian Union of Skilled Workers

## Security Clearance Expense Allowance

A member who successfully passes the required security clearance and hires on shall receive, on the first pay check, fifty dollars (\$50) in consideration of the time and cost associated with the procedure for completing the authorizing forms and submitting to the security clearance check.

The Union will refer only members who have successfully passed the required security clearance.

The member will be notified, as soon as possible, if they have been denied security clearance or have had her/his security clearance revoked. Where a site ban has been imposed by OPG, the Union will be notified as soon as possible. The Union will also be notified of the reason for the site ban. OPG will meet and discuss the reason for the site ban with the member and/or Union if requested within 30 days of the notification.

Dated at Toronto this 11th day of March, 2021.

  
\_\_\_\_\_  
For OPG

  
\_\_\_\_\_  
For CUSW

## Letter of Understanding No. 3

between

OPGI

and the

Canadian Union of Skilled Workers

When Ontario Power Generation Inc. contracts out work that may involve the use of tradespersons in the following classifications:

Electrician Journeyperson (including Foreperson and Subforeperson)  
Electrician Welder  
Electrician Apprentice  
Communications Electrician  
Lineperson Journeyperson including Foreperson and  
Subforeperson Lineperson Apprentice  
Instrumentation and Control Journeyperson including Foreperson and  
Subforeperson Instrumentation and Control Apprentice  
Electrical Technician including Foreperson and Subforeperson

- a) Contractors who are signatory to an IBEW Collective Agreement\* will have the work performed under the terms and conditions of the EPSCA/IBEW Collective Agreement using IBEW members or will subcontract the work in accordance with b) below;
- b) All other contractors will have the work performed under the terms and conditions of the OPGI/CUSW Collective Agreement. All such contractors and/or subcontractors will be required by OPGI or the contractor awarding the work to sign Appendix E when the contract is awarded.

\* Membership in EPSCA on its own does not constitute "signatory to an IBEW Collective Agreement" for purposes of this Letter of Understanding.

For clarity, if either the contractor or subcontractor is "signatory to an IBEW Collective Agreement" as determined by Letter of Understanding # 3, there is no requirement to sign Appendix E.

The Labour Requirements process will be changed to reflect the above.

Dated at Toronto this 11th day of March, 2021.

  
\_\_\_\_\_  
For OPGI

  
\_\_\_\_\_  
For CUSW

## Appendix E

---

(contractor/subcontractor)

and

Canadian Union of Skilled Workers

(the Union)

WHEREAS the Union is entitled to represent Employees of the Contractor/Subcontractor within the bargaining unit described herein.

THEREFORE, the Contractor/Subcontractor and the Union hereby acknowledge and agree as follows:

1. The Contractor/Subcontractor requires the Union to supply skilled workers who are members of the Union, and the Union agrees to supply such persons to perform work within the jurisdiction of the Union.
2. The Contractor/Subcontractor recognizes the Union as the sole and exclusive bargaining agent for all of its Journeypersons and Apprentices in the bargaining unit described in Section 2 of the Collective Agreement.
3. The Contractor/Subcontractor hereby agrees to be bound to and apply all of the terms, conditions, practices, understandings, amendments and renewals of the OPGI/CUSW Collective Agreement.
4. This Agreement is in effect from the date hereof and so long as the Collective Agreement continues to operate.

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

\_\_\_\_\_  
For OPGI

\_\_\_\_\_  
For CUSW

Letter of Understanding No. 4

between

OPGI

and the

Canadian Union of Skilled Workers

**WORK REQUEST PROCEDURE**

1. The parties agree the Employer may request twenty-five percent (25%) of the certified tradespeople hired. The number of tradespeople requested shall not exceed twenty-five percent (25%) of the total.
2. The option to request individual certified tradespersons will apply to each request and will not carry forward to future requests.
3. Reductions of staff will ensure that the individual certified tradespersons are laid off in the same manner in which the hiring occurred.
4. A spreadsheet shall be set up on a depersonalized basis to track the hiring and layoff procedure. The following can be used as guiding principles:

**HIRING**

**LAYOFF**

**Employer's Option:**

**Employer's Option:**

1 Person	Nor U	Nor U
2 Persons	N+U or two U	N+U or two U
3 Persons	N+U or three U	N+U or three U
4 Persons	N+3U	N+3U
5 Persons	2N+3U	N+4U
6 Persons	2N+4U	N+5U
7 Persons	2N+5U	N+6U
8 Persons	2N+6U	2N+6U
9 Persons	2N+6U	2N+7U
10 Persons	3N+7U	2N+8U
11 Persons	3N+8U	2N+9U
12 Persons	3N+9U	3N+9U

***N = Name Request***

***U = Union Referral***

Dated at Toronto this 11th day of March, 2021.

  
\_\_\_\_\_  
For OPGI

  
\_\_\_\_\_  
For CUSW

# Letter of Understanding No. 5

between

OPGI

and the

**Canadian Union of Skilled Workers**

## Re: Contractor and Sub-Contractor Hiring Provisions

The parties agree that the following provisions apply to contractors covered by Appendix E.

- 1) Contractors that are not affiliated with CUSW will be permitted to employ one key tradespersons on the project who is not a member of CUSW. Other key tradespersons may be employed upon mutual agreement.
- 2) Contractors affiliated with CUSW will be permitted to transfer members from other jobs outside of this Collective Agreement.

Dated at Toronto this 11th day of March, 2021.

  
\_\_\_\_\_  
For OPGI

  
\_\_\_\_\_  
For CUSW

Letter of Understanding No. 6

between

OPGI

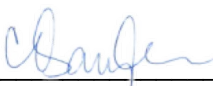
and the

Canadian Union of Skilled Workers

OPGI and CUSW agree to work together to identify potential construction work opportunities for CUSW electricians. They will meet regularly to identify pending project work that may be contracted out.

The parties also agree that for any contractors identified by CUSW, OPGI will evaluate their suitability to perform electrical trades work. OPGI, in conjunction with CUSW will work with these contractors to identify a development plan to address where changes are required. Once the contractor has met all qualifications, OPGI will arrange the standard external audit to ensure compliance, when applicable. Once this audit has been passed, the contractor will be added to the approved supplier list.

Dated at Toronto this 11th day of March, 2021.

  
\_\_\_\_\_  
For OPGI

  
\_\_\_\_\_  
For CUSW

Letter of Understanding No. 8

between

OPGI

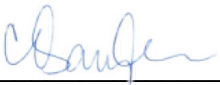
and the

Canadian Union of Skilled Workers

**Re: Chestnut Park Accord Addendum**

1. The Parties agree that the move away from direct hires to contractors does not affect CUSW's relationship with OPGI as it pertains to the CPAA.
2. The Parties recognize that CUSW representatives will participate in the administration of the CPAA with the same rights and privileges and in the same manner as if the representatives were direct hire Employees of OPGI.
3. The intent of items 1 and 2 above is to preserve the status quo of CUSW as it pertains to the CPAA at the time of this agreement's ratification.

Dated at Toronto, this 11th day of March, 2021

  
\_\_\_\_\_  
For OPGI

  
\_\_\_\_\_  
For CUSW

## Letter of Understanding No. 9

between

OPGI

and the

**Canadian Union of Skilled Workers**

### Re: Northern Travel

When an Employee's regular residence is more than 97 radius kilometers from a Project located north of the French River, and the Employee is eligible for Board Allowance, and the roads from the temporary accommodation to the work location are loose surface, the Employee will receive the following in addition to Board Allowance when traveling from the nearest available accommodation:

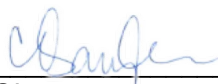
- When traveling to a project that is located between 41-56 road kilometers, ½ hour regular time pay to the project.
- When traveling to a project that is located between 57-80 road kilometers, 1 hour regular time pay to the project.
- When traveling to a project that is located between 81-120 road kilometers, 1 ½ hours regular time pay to the project.
- When traveling to a project that is located between 121-160 road kilometers, 2 hours regular time pay to the project.
- When traveling to a project that is located greater than 160 road kilometers, the actual travel time will be paid at the regular time rate of pay.

An Employee is still entitled to the above when the Employer provides transportation.

Where OPGI undertakes a Project located North of the French River that may require special conditions for hours of work, travel, and/or accommodation, the Employer will raise this issue at the Pre-job meeting (Section 4.1) held for the Project. Where conditions warrant, the Parties will meet to establish provisions appropriate for the Project.

Dated at Toronto this 11th day of March, 2021.

For OPGI



For CUSW



# Letter of Understanding No. 10

between

OPGI

and the

Canadian Union of Skilled Workers

## **Re: CUSW Direct Hires**

The Parties agree to meet within ninety (90) days of ratification of the Memorandum of Agreement to develop a transition plan (that shall last no longer than 2 years) for the transfer of direct hires to contractors and/or sub-contractors.

The Parties further agree that the transition plan will recognize and sustain the work practice of CUSW members in accordance with the established practice while the transition is in place.

The Parties agree that this transition plan will take into account the agreement that a minimum of 55% of the BTU assigned electrical trades work hours\* will be performed by CUSW members.

OPGI will immediately implement the provisions reflecting this commitment for all electrical work contained in the definition of \*BTU electrical trades work.

The Parties further agree that the direct hire workforce shall be maintained until such time as the transition plan has been implemented.

The Parties further agree that should OPGI's business model change with respect to the contracting of work\* then the 55% distribution of work agreed to in this Memorandum of Agreement will be applied to the new model (which could include direct hires).

\* BTU electrical trades work against which the 55% will be applied consists of: (1) the Project Portfolio (including Pickering A and B Life Extension and Safe Storage), of which MSA Work is a sub-set; and (2) PSA Overflow Work assigned to the BTU at Pickering and Darlington; and (3) Darlington Refurb work performed by MSA contractors under the terms and conditions of the MSA.

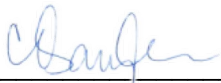
### **Transition Committee**

The Parties agree to establish a Committee made up of the OPGI Vice President of

Projects and Modifications and the President of CUSW. This Committee will oversee the implementation of the transition as well as settle any disputes that may arise during or following the transition period. In the spirit of cooperation and mutual desire to make this approach a success, the Parties agree to resolve their differences over the implementation of this Agreement through this Committee for full and binding resolution. There shall be no damages resulting from any disputes during the transition period and the first 2 years of this Agreement starting from the date of ratification of this Agreement.

The Transition Committee will establish a method to track the BTU electrical trades work hours for review and use by the Parties in the administration and monitoring of the distribution of hours.

Dated at Toronto this 11th day of March, 2021.

  
\_\_\_\_\_  
For OPGI

  
\_\_\_\_\_  
For CUSW

# Letter of Understanding No. 11

between

**Bruce Power LP**

and

**OPGI**

and the

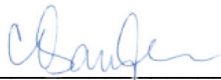
**Canadian Union of Skilled Workers**

## Re: Security Agreement

The parties agree to meet within 90 days of ratification of this Agreement to discuss the Security Clearance Process. Items for discussion will include but may not be limited to:

- costs associated with the Security Clearance Process,
- ability to pre-clear members,
- the documentation required for completion,
- what future requirements are upcoming and
- the ability to have one Security Clearance Process for the two Owners including the transfer of Security Certificates.

Dated at Toronto this 11th day of March, 2021.



\_\_\_\_\_  
For OPGI



\_\_\_\_\_  
For CUSW

\_\_\_\_\_  
Bruce Power LP

## Letter of Understanding No. 12

between

OPGI

and the

Canadian Union of Skilled Workers

### Education & Training Agreement – Nuclear Certified Worker Program

The Parties agree that it is in the interest of all parties to continue the discussion regarding Nuclear Certified Worker program based on the concept that trained and experienced nuclear workers will contribute to the safety, quality and productivity needed to make these projects a success.

The parties recognize that a pool of trained members of CUSW will benefit both the Employer and the members of the Union while at the same time making OPGI more competitive.

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

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

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

The parties recognize that OPG has in place a training program which provides the onboarding training necessary for a member of CUSW to participate in the work at OPG. OPG will continue to provide the onboarding training to CUSW members as required to participate in the work at OPG.

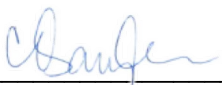
The parties agree to participate in a training process for unemployed members of CUSW as follows:

The parties recognize that CUSW has in place the Canadian Union of Skilled Workers Education and Training Trust Fund that provides for the development of an ETTF Participation Agreement between the Trust and individual Employers.

The parties will establish a Joint Education & Training Committee within 30 days of ratification. The Joint Education & Training Committee which will:

- Explore opportunities to train members of CUSW prior to referral to the Employer. Such opportunities will include training such as WHMIS, First Aid, Working at Heights, Electrical Safety Awareness,
- Develop and implement a standard nuclear qualification, that is the first stage of the CUSW Nuclear Worker certification.
- Establish training standards and equivalencies for the nuclear industry.
- Establish and maintain ongoing qualifications and related issues for the nuclear industry.
- Establish and maintain a record keeping system.
- Work towards a training delivery system that can accommodate the members in their home area (e.g. computer-based training)
- Promote legislation and regulation that establishes industry recognized training and certification (e.g. WHMIS, Working At Heights, Standard First Aid)
- Explore and recommend funding options to implement the training program.

Dated at Toronto this 11th day of March, 2021.

  
\_\_\_\_\_  
For OPGI

  
\_\_\_\_\_  
For CUSW

## APPENDIX A

### MOOSE RIVER BASIN: NORTHERN ONTARIO

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Where the Employer elects to establish a camp, the following conditions will apply for Employees working in the Moose River Basin (excluding the "Lower Mattagami Project"):

#### 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 & 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 22.1 and 22.2.
- (c) An Employee who remains in camp on a normally scheduled work day on which she/he does not work will be charged \$25.00 per day unless she/he is excused from work for a legitimate reason by the project medical attendant or an authorized representative of her/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 she/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.

Dated at Toronto this 11th day of March, 2021.

  
\_\_\_\_\_  
For OPGI

  
\_\_\_\_\_  
For CUSW

## Letter of Understanding No. 14

between

OPGI

and the

**Canadian Union of Skilled Workers**

### **Re: Camp Agreement for the Lower Mattagami Project**

In light of the particular circumstances surrounding the Hydro Re-Development on the Lower Mattagami River ("Lower Mattagami Project"), including the establishment of a camp at Smoky Falls; the parties agree as follows:

#### **Camp Conditions**

- (a) The Employer will provide free room and board in camp at no cost to the Employee. Employees will not be entitled to receive a Daily Travel or Room and Board Allowance.
- (b) An Employee who remains in camp on a normally scheduled work day on which she/he does not work will be charged \$25.00 per day unless she/he is excused from work for a legitimate reason by the project medical attendant or an authorized representative of her/his Employer.
- (c) 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.
- (d) Given the circumstances and location of the Project, all Employees are encouraged to stay in camp. No personal vehicles will be allowed past the guardhouses planned to be located on either side of Little Long Dam
- (e) The Employer will provide transportation (busing) between the camp and designated external pick-up points for Initial Reporting, Wrap-Arounds and Final Departure. This will be at no cost to the Employee and will be on the Employee's own time (i.e. without compensation).

For those Employees arriving in or departing Kapuskasing by personal vehicle there will be a parking facility just east of Kapuskasing (near the start of Fred Platt Road) for their use. The bus will make scheduled trips to pick up and drop off Employees from this location. For those Employees arriving in or departing Kapuskasing by public transportation, the Employer will make arrangements to transport them to the camp.

There will be no parking facilities anywhere on site or in the anticipated parking facility at Little Long Guard house for personal vehicles of Employees staying in camp.

- (f) Employees who decide to not live in camp will be responsible for their own transportation to the designated parking lot (anticipated at guard house at Little Long), where a bus will pick them up and transport them to site, so they arrive at the designated starting location of work, at the designated start time. There is no fee for the bus nor will there be any additional compensation. These Employees will be transported from the work area to parking facility at the end of the shift. Employees will be required to provide proof of identification so that confirmation can be made that they are not a camp resident.

### **Hours of Work and Rotations**

1. The Project will run on a 7 day a week basis for both day shift and night shift
2. Regular hours of work will be:
  - 7:00 am to 5:30 pm (Day Shift)
  - 7:00 pm to 5:30 am (Night Shift)

These hours of work may be varied one hour either way with notice to the affected Unions

Lunch breaks and rest periods will be as per the EPSCA Agreement.

- (3) There will be a number of shift schedules:
- a 21 day cycle of fourteen (14) consecutive work days followed by seven (7) consecutive days off.
  - a 28 day cycle of twenty one (21) consecutive work days followed by seven (7) consecutive days off.
  - a 35 day cycle of twenty eight (28) consecutive work days followed by seven (7) consecutive days off
  - a 42 day cycle of twenty eight (28) consecutive work days followed by fourteen (14) consecutive days off
  - a 49 day cycle of thirty five (35) consecutive work days followed by fourteen (14) consecutive days off

There will be a grace period of 2 days either way to the above schedule rotations to allow flexibility for camp management and travel arrangements.

- (4) Upon employment, Employees will indicate their preferred shift schedule to the Employer. The Employer will make reasonable effort to accommodate this request. The parties recognize that project conditions and schedules may dictate that the Employee

goes on a different Shift Schedule. Once an Employee is on a Shift Schedule, no changes to alternate Shift Schedules will be permitted unless the Employer determines there will be no detrimental impact to project schedule,

- (5) Regularly scheduled hours of work on Monday-Thursday of ten (10) hours per day shall be paid at straight time hourly rates.
- (6) Regularly scheduled hours of work on Friday, Saturday, Sunday, and Recognized Holidays shall be paid at two times the straight time hourly rate.

### **Transportation on Site**

Transportation will be provided from the camp to the respective work zones and back to the camp. It is intended that the start of shift will be at the work zones and the end of shift will be at the camp kitchen.

### **Start of Shift:**

Buses will leave the camp (kitchen area) at predetermined times (to be established) to transport workers to their respective work zones, with the last bus for each location leaving the camp so the workers will be at their place of work for start of shift.

### **End of Shift:**

Buses will leave each of the work zones at a predetermined time so that the workers will be in camp at the end of shift.

### **Wrap Around**

An Employee shall qualify for a trip home from the Project and compensation depending on the rotation schedule being worked as follows:

- 1. 14 days on/7 days off:** The Employee shall qualify for a trip home from the Project every twenty-one (21) day cycle she/he is on the Project on the following basis.
  1. If an Employee lives within 161 radius km from the Project, the Employer shall pay sixty dollars (\$60.00).
  2. If an Employee lives greater than 161 radius km from the Project, the Employer shall pay as allowance, sixty dollars (\$60.00) plus travel time based on the equivalent of one (1) hour's rate of pay for each eighty (80) km from where the Employee up to a maximum of 8 hours pay
- 2. 21 days on/7 days off:** The Employee shall qualify for a trip home from the Project every twenty-eight (28) cycle she/he is on the Project on the following basis:
  1. If an Employee lives within 161 radius km from the project, the Employer shall pay one hundred and twenty dollars (\$120.00).

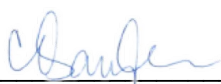
2. If an Employee lives greater than 161 radius km from the project, the Employer shall pay as allowance, one hundred and twenty dollars (\$120.00) plus travel time based on the equivalent of one (1) hour's rate of pay for each eighty (80) km from where the Employee lives up to a maximum of 8 hours pay in each direction
  3. If an Employee lives greater than 700 radius km from the project she/he can opt for the cost of return in public transportation in lieu of Travel Allowance explained in clause 2.2 above. (The Employer will determine the appropriate public transportation depending on Employees place of residence and will be responsible for working with the Employee to book the arrangements)
- 3. 28 days on/7 days off:** The Employee shall qualify for a trip home from the Project every thirty-five (35) day cycle she/he is on the Project on the following basis:
1. If an Employee lives within 161 radius km from the project, the Employer shall pay 300 dollars (\$300.00).
  2. If an Employee lives greater than 161 radius km from the project, the Employer shall pay as allowance, three hundred dollars (\$300.00) plus travel time based on the equivalent of one (1) hour's rate of pay for each eighty (80) km from where the Employee lives up to a maximum of 8 hours pay in each direction
  3. If an Employee lives greater than 700 radius km from the project she/he can opt for the cost of return in public transportation in lieu of Travel Allowance explained in clause 3.2 above. (The Employer will determine the appropriate public transportation depending on Employees place of residence and will be responsible for working with the Employee to book the arrangements)
- 4. 28 days on/14 days off:** The Employee shall qualify for a trip home from the Project every forty-two (42) day cycle she/he is on the Project on the following basis:
1. If an Employee lives within 161 radius km from the project, the Employer shall pay one hundred and fifty dollars (\$150.00).
  2. If an Employee lives greater than 161 radius km from the project, the Employer shall pay as allowance, one hundred and fifty dollars (\$150.00) plus travel time based on the equivalent of one (1) hour's rate of pay for each eighty (80) km from where the Employee lives up to a maximum of 8 hours pay in each direction
  3. If an Employee lives greater than 700 radius km from the project she/he can opt for the cost of return in public transportation in lieu of Travel Allowance explained in clause 4.2 above. (The Employer will determine the appropriate public transportation depending on Employees place of residence and will be responsible for working with the Employee to book the arrangements)

5. **35 days on/14 days off:** The Employee shall qualify for a trip home from the Project every forty-nine (49) day cycle she/he is on the Project on the following basis:
1. If an Employee lives within 161 radius km from the project, the Employer shall pay three hundred dollars (\$300)
  2. If an Employee lives greater than 161 radius km from the project, the Employer shall pay as allowance, three hundred dollars (\$300) plus travel time based on the equivalent of one (1) hour's rate of pay for each eighty (80) km from where the Employee lives up to a maximum of 8 hours pay in each direction
  3. If an Employee lives greater than 700 radius km from the project she/he can opt for the cost of return in public transportation in lieu of Travel Allowance explained in clause 5.2 above. (The Employer will determine the appropriate public transportation depending on Employees place of residence and will be responsible for working with the Employee to book the arrangements)
6. Other Rotation schedules: If other rotations besides those mentioned above are proposed and agreed to between the Employer and Union, a wrap around provision will be developed and agreed to before implementing.

**Term**

This Agreement will expire at the end of the Project or upon ninety (90) days Notice from either party, whichever comes earliest.

Dated at Toronto this 11th day of March, 2021.

  
\_\_\_\_\_  
For OPGI

  
\_\_\_\_\_  
For CUSW

# Letter of Understanding No. 16

between

**OPGI**

and the

**Canadian Union of Skilled Workers**

## **Re: Nuclear Project Agreement**

### **Preamble**

Whereas the Ontario Government Long Term Energy Plan includes a significant commitment to Nuclear Power; and

Whereas the Nuclear fleet in Ontario must be rebuilt to meet the demands required; and

Whereas the Parties are committed to working together in rebuilding the fleet in a manner that will ensure the ratepayers the most competitive rates possible while ensuring a safe and reliable supply of electricity;

Therefore the Parties agree:

- That it is in the interest of all Parties to work together in a collaborative and transparent manner to structure a long term arrangement focused on cost savings and efficiencies contributing directly to the success of Nuclear projects.
- That it is in the interest of all Parties to provide a safe and stable work environment that will minimize risk and provide security for the workers on Nuclear projects.
- That it is in the interest of all of the Parties to create an inclusive workplace by removing entry level barriers for Aboriginal People, New Canadians and Persons with Disabilities.
- That it is in the interests of all the Parties to continue with the development of a Nuclear Qualified Worker and Nuclear Certified Worker programs based on the concept that trained and experienced nuclear workers will contribute to the safety, quality and productivity needed to make these projects a success.

### **Article 1.0 Scope**

- 1.1** This agreement shall apply only to work performed by the Canadian Union of Skilled Workers (CUSW) notwithstanding the current OPG-CUSW Collective Agreement. This agreement shall apply on existing Ontario Power Generation Inc. (OPGI) Nuclear Sites (Pickering, Darlington, Bruce).

- 1.2 Unless otherwise altered by this LOU, all Articles in the existing OPG-CUSW Collective Agreement shall continue to apply.

### **Article 2.0 Term**

- a. The provisions of this LOU to the current Collective Agreement will continue from date of signing and through each renewal Collective Agreement occurring during the term of this LOU, and shall remain in force and enforceable until December 31, 2032, notwithstanding the status (enforceability) of any Collective Agreement to which it may be appended. This LOU 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.

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

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

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

- a. CUSW will not run an organizing campaign, including a displacement application ("raiding"), on OPG property for the duration of this LOU.

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

#### **5.1 REFERRALS**

The parties agree to move towards a skill based referral system. This system will respond to the skill set requirements of the Employer. The NOW will form part of the skill based referral system.

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

#### **A) Nuclear Qualified Worker (NOW) Referral \***

- i) Submitting an Employment Request and the Union will refer Nuclear Qualified Workers (NOW) 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 refer a non-NOW who is otherwise a qualified Journeyman or Apprentice (first 2 years of this agreement)
- iii) After the first two (2) years of this agreement, only NQW's will be referred.

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

## **5.2 TRANSFERS**

The Employer reserves the right to transfer Employees to meet its needs, having regard for the special requirements of thermal, nuclear or hydraulic generation construction.

Employee transfers to other applicable construction sector agreements: The Parties recognize that the Employer and the Union desire to maximize the use of the labour pool by making available the members of the Union for all work undertaken by the Employer. To this end, the Union agrees to co-operate in the movement of the Employees as required between OPG and CUSW Collective Agreements to accommodate the needs of the Employer.

The Employer shall provide transportation or pay the equivalent of the cost of public transportation or mileage at the rate specified in Section 24.1, whichever is deemed appropriate by the Employer, for the initial trip to the new work location from the Employee's most recent work location.

The Employer shall also pay traveling time at the appropriate straight time rate of one (1) hour per 80 radius kilometers up to a maximum of ten (10) hours per day as per the receiving site's shift.

## **Article 6.0 Bumping and Lay-off**

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

## **Article 7.0 Reporting Location**

- 7.1 The Employer will designate the reporting location(s) according to the nature and location of the work.
- 7.2 All Employees will report to the reporting location point at their scheduled start time.

## **Article 8.0 Breaks**

- 8.1 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.

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.

The Employer will accommodate Employees with legitimate medical conditions.

## **Article 9.0 Project Committee**

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

- 9.2 The parties agree that a Subcommittee of the Project Committee will be established to ensure that the parties share responsibility for keeping projects on time and within budget.

All Unions on the Project Committee shall be invited to participate on the Subcommittee.

The Subcommittee will work to provide a proactive approach to up front problem solving but also be reactive enough to respond to the risks that may arise in any construction project.

In addition, the parties recognize the value of minimizing work and employment interruptions and will work together to facilitate solutions to these issues, including consideration for the feasibility of alternative work deployment if available.

The Subcommittee will be responsible for:

- a) Nuclear Culture (e.g., tripartite mutual understanding of the unique nature of the Nuclear environment, behaviours, safety requirements, etc.)
- b) Communications Strategy (e.g., identification of barriers and timely resolution, free flow of two-way communication)
- c) Continuous Improvement (e.g., create an environment where continuous learning and improvement activity are an expectation, sustained through continuous feedback and lessons learned)
- d) Culture and Diversity (e.g., ensure a tolerant and welcoming workplace for new entrants through the use of proactive measures)
- e) Reporting and Measures (e.g., keep a "pulse" on projects to ensure timelines are met and overall status of projects; communicate how workers' efforts contribute to the successful completion of projects)
- f) Recruitment and Training (e.g., identification of special skill sets required and potential labour shortages so that appropriate action can occur)
- g) Problem Solving (e.g., discuss and troubleshoot issues before they become grievances with a proactive approach to minimize grievances)

#### **Article 10.0 Stand Off**

- 10.1 Where work is unable to continue, an Employee may be subject to standoff for up to eight (8) weeks time accumulated in any one calendar year (January 1<sup>st</sup> to December 31<sup>st</sup>). Subsistence allowance will only be paid if the Employee is specifically directed by the Employer to maintain existing accommodation near the work location.
- 10.2 An Employee may be subject to further standoff within the calendar year upon mutual consent of the Union and Employer.
- 10.3 On commencement of standoff, an Employee will be issued a Record of Employment form.

#### **Article 11.0 Composite Crews**

- 11.1 The use of Composite Crews does not establish precedent or change the appropriate jurisdiction of the crafts involved. Composite crews may be formed where conditions warrant, but this is not to be construed under regular operating conditions as the Employers prerogative to assign workers out of their usual skill classification. The principle of "One Person, One Job" will be used to determine composite crews. A composite crew shall normally be determined no later than at the Mark-Up Meeting with prior notice to be given to the Local Unions involved.
- 11.2 The Employer may maintain a variety of skills within its group of Employees to be prepared to have skills and/or supervision for any type of work that may arise.
- 11.3 It is understood that all Employees will work together harmoniously as a group and as directed by the Employer.

- 11.4 In the event that any Jurisdictional Disputes shall arise between two or more Unions represented by this Agreement, an immediate assignment of the work in question shall be made by the Employer representative, based upon decisions and agreements of record or other information available. The work is then to continue and, if any of the Unions involved are not satisfied with the assignment, the matter shall be referred to the Site Project Committee involved for a decision.
- 11.5 The Employer and the Unions agree that such assignment of work involved in a Jurisdictional Dispute is imperative to the satisfactory operation of this Agreement and the continued operation of Ontario Power Generation Projects.
- 11.6 The parties will work together to explore options to execute high risk and/or critical path work in a timely and efficient manner. This includes the use of Integrated Crews and skill blending that may consist of BTU trades and other staff so that work can be performed more efficiently.

#### **Article 12.0 Radiation Protection**

- 12.1 The parties recognize that a trained pool of "green qualified" members (Construction Radiation Protection Coordinators "RPC's") is critical to project success. The parties will meet annually to review, discuss, and identify potential shortfalls and actions to ensure an adequate supply of qualified labour. The parties agree to work together to provide and maintain training opportunities that are aligned with Project needs.
- 12.2 While no single Union has jurisdiction over this role, the Employer will undertake to employ RPC's in general proportion to the craft jurisdiction of the Project in question.
- 12.3 At the annual meeting referenced in 12.1 above OPG and the Employers will provide information regarding projected craft requirements (based on established jurisdiction) together with estimated numbers of supporting RPCs. The required training will occur in time so that qualified BTU RPCs will be available in time to support upcoming Projects.

#### **Article 13.0 Aboriginal Content Commitment**

- 13.1 In addition to the Aboriginal Content provisions in the Collective Agreement, the Parties agree to work together proactively towards removing barriers that hinder appropriate participation of Aboriginal peoples in the BTU workforce on sites covered by this agreement.
- 13.2 The parties agree to cooperate in the development of projects with Aboriginal communities, encourage Aboriginal business, and promote employment opportunities for Aboriginal people.

#### **Article 14.0 Code of Conduct**

- 14.1 The Parties agree that a Code of Conduct is in the best interests of all stakeholders to ensure efficient, productive projects. They also agree that failure to adhere strictly to all

Code of Conduct provisions is grounds for serious disciplinary action, up to and including dismissal and/or removal from the Project. All Employees working under this agreement will be required to follow and adhere to the OPGI Code of Conduct.

### **Article 15.0 Apprenticeship**

15.1 The Employer will work with CUSW to develop an apprenticeship protocol. The intention is that such protocol will include a staffing ratio of between one (1) apprentice to three (3) or four (4) Employees in all other classifications, applicable to each Employer covered by this agreement.

### **Article 16.0 Socially Progressive Programs**

16.1 The parties agree to promote other socially progressive programs (e.g., Aboriginal Apprenticeship Board of Ontario, New Canadians, Women In Trades & Technology, Women in Nuclear, etc.). These programs may vary on a trade-by-trade basis.

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

The following amendments will be made to LOU #12 (Training Agreement) in the OPG-CUSW Collective Agreement:

1. LOU to be renamed: "Training Agreement re: Nuclear Qualified Workers (NQW)"
2. Add new opening paragraph: "The NOW is the first stage of the CUSW Nuclear Worker Certification."
3. Existing paragraph 7 to be replaced with the following: "When it is determined that a requirement can be foreseen for members with particular skills or qualifications, **CUSW will provide the instructors and facilities for Nuclear Qualified Workers (NQW)** and the members, on their own time, will attend such training courses to acquire such skills and/or qualifications . **The parties will determine funding for incremental training costs incurred by the Union.**"
4. Existing "Principles to Govern Initial Start Up" to be amended as follows:
  - i. "The parties will meet within **thirty (30)** days..."
  - ii. "Establish training standards for NQW (Confined Space Attendant, approved Ministry of Labour Working at Heights course, Electrical Safety Awareness (ESA), **Foreign Material Exclusion (FME)**, and Emergency First Aid)."
  - iii. "Develop and implement a standard Nuclear **Qualification, that is the first stage of the CUSW Nuclear Worker Certification**".
  - iv. Add new: "The parties will explore the inclusion of the Security Clearance process as a part of the NQW."
  - v. "The parties agree that these courses will be set up and delivered at **an appropriate location.**"

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

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

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

If personal clothing is confiscated due to permanent radiological contamination, the Employer will reimburse the Employee for the cost of the clothing.

The parties agree that the existing Transition Committee as referenced in LOU #10 of the OPG/CUSW Collective Agreement will be formalized and extended to develop the language to integrate this NPA as a LOU to their Collective Agreement and also to oversee the implementation of this NPA.

This NPA shall be added as a LOU to the current Collective Agreement and each renewal Collective Agreement occurring during the term of this NPA, and shall remain in force and enforceable until December 31, 2032, notwithstanding the status (enforceability) of any Collective Agreement to which it may be appended.

The OPG/CUSW Collective Agreement will be amended as per Article 3.3. to add this LOU.

Letter of Understanding No. 17

between

OPGI

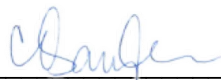
and the

Canadian Union of Skilled Workers

**Re: Assigned/ Awarded Electrical Work**

The parties agree that the OPG-CUSW Memorandum of Settlement dated August 20, 2015 will form part of this Collective Agreement.

Dated at Toronto this 11th day of March, 2021.

  
\_\_\_\_\_  
For OPGI

  
\_\_\_\_\_  
For CUSW

## Letter of Understanding No. 18

between

OPGI

and the

Canadian Union of Skilled Workers

### **Re: Teaming Agreement**

Whereas [Main] and [CUSW Employer] have obtained, or may obtain in the future, BTU assigned electrical trades work directly or indirectly from Ontario Power Generation Inc. ("OPG") on Nuclear facilities, more particularly described as: (i) the Project Portfolio (including Pickering A and B Life Extension and Safe Storage), of which MSA Work is a sub-set; and (ii) PSA Overflow Work assigned to the BTU at Pickering and Darlington; and (iii) Darlington Refurb work performed by MSA Contractors under the terms and conditions of the MSA; and any other work which is governed by and issued through purchase orders under the terms of the "Extended Services Master Services Agreement" or any renewal thereof ("the Work"), which Work falls within the scope of the CUSW-OPG Collective Agreement, and any successor agreements thereto ("the Collective Agreement");

And Whereas [Main] and [CUSW Employer] have committed to OPG, and hereby commit to CUSW, to perform the Work in a manner that conforms to the requirements of the Collective Agreement;

And Whereas [CUSW Employer] is bound to a Collective Agreement with CUSW and [Main] is not bound to a Collective Agreement with CUSW;

Therefore the parties hereto have agreed to the following enforceable agreements:

1. The parties agree that the recitals above are true and accurate.
2. [Main] and [CUSW Employer] each agree that the Work will be performed in accordance with all the terms and conditions of the Collective Agreement.
3. [CUSW Employer] agrees that the Work will be performed in accordance with all the terms and conditions of the [CUSW Employer] -CUSW Collective Agreement, which contains identical terms and conditions as the Collective Agreement.

4. [Main] and [CUSW Employer] each agree and confirm that, within the meaning of Article 2.13 of the Collective Agreement and the [CUSW Employer]-CUSW Collective Agreement, [CUSW Employer] is the CUSW Employer that is assigned/awarded the Work and that [CUSW Employer] will administer the Collective Agreement, including the distribution of the BTU assigned electrical trades hours within the Work in accordance with the agreed upon percentage.
5. [Main] and [CUSW Employer] each agree [CUSW Employer] will distribute the BTU assigned electrical trades hours within the Work in a manner whereby a minimum of 55% of BTU performed electrical trades hours of the Work will be performed by CUSW members, in accordance with the Collective Agreement or in accordance with the percentage set out in the Collective Agreement.
6. The parties agree that this CUSW Teaming Agreement is enforceable, *inter alia*, under the [CUSW Employer]-CUSW Collective Agreement through the grievance and arbitration procedure, including Sections 48, 49 and 133 of the *Labour Relations Act, 1995 ("the Act")* against [CUSW Employer] and for the purposes of any such grievance or arbitration this CUSW Teaming Agreement is an integral part of the [CUSW Employer]-CUSW Collective Agreement.
7. The parties further agree that notwithstanding the fact that [Main] is not party to any Collective Agreement with CUSW, it may be named in any grievance and arbitration commenced pursuant to paragraph 5 herein, and an arbitrator will have the jurisdiction to issue orders and declarations against [Main] for breach of this CUSW Teaming Agreement. Nothing herein prevents CUSW from seeking relief for breaches of this CUSW Teaming Agreement and the Collective Agreement against OPG. However, before proceeding against OPG, CUSW agrees to give each of [Main] and [CUSW Employer] two weeks written notice to remedy any alleged breach of this CUSW Teaming Agreement. Before proceeding against OPG, CUSW must make best efforts to first resolve such breaches with each of [Main] and [CUSW Employer].
8. CUSW agrees that this CUSW Teaming Agreement is not a voluntary recognition agreement of CUSW by [Main] or any of its affiliates, parents, operating divisions or subsidiaries (or any of their respective affiliates, operating divisions or subsidiaries). For greater clarity, CUSW expressly states that no bargaining rights are being granted, even by implication, by [Main] by virtue of [Main] guaranteeing [CUSW Employer]'s allocation of work under this CUSW Teaming Agreement.
9. CUSW agrees that it shall not seek any declaration, under Section 1(4) or 69 of the *Act*, against [Main]. For greater clarity, CUSW shall not be entitled to reference or rely upon the CUSW Teaming Agreement as an element or evidence of a "transfer of work" or "common control" as between [Main] and [CUSW Employer], as those terms are used within the meaning of the *Act*.
10. CUSW acknowledges and agrees that the CUSW Teaming Agreement is without prejudice to and does not preclude any Jurisdictional Disputes which may arise from and involve other Unions. CUSW will pursue any jurisdictional claims stemming from Work Assignment (i.e., "mark up") meetings only with the CUSW Employer responsible for the Work Assignment.

11. The parties agree that this CUSW Teaming Agreement may be enforced by CUSW against [Main] through arbitration under the *Arbitrations Act, 1991*, as amended, in lieu of enforcement through the procedures set out in paragraph 6 and 7. If this paragraph is invoked, and the parties do not otherwise agree, the Office of Arbitration of the Ministry of Labour has authority to appoint an arbitrator on the request of either party. Such arbitrator shall have all the powers of an arbitrator under both the *Arbitrations Act, 1991* and the *Act*, including, but not limited to awarding damages. In the event of a conflict between the powers under each *Act*, the powers under the *Arbitrations Act, 1991*, shall prevail.

12. Unless it is renewed by the parties, the parties agree that this CUSW Teaming Agreement shall expire and shall be no longer valid or enforceable when the terms and conditions of the OPG-CUSW 2020-2023 Collective Agreement are no longer in effect.

The Parties will work together to ensure all applicable vendors sign the revised agreement attached at Appendix "A"

Dated at Toronto on \_\_\_\_\_, 20\_\_.

SIGNED ON BEHALF OF [MAIN]:

SIGNED ON BEHALF OF [CUSW  
EMPLOYER]:

---

---

SIGNED ON BEHALF OF CUSW:

---

**Letter of Understanding No. 18 Appendix "A"**

**Teaming Agreement Renewal**

**Between:**

**CANADIAN UNION OF SKILLED WORKERS**

**-and-**

**[Main]**

**-and-**

**[CUSW Employer]**

Whereas the parties are signatory to a Teaming Agreement within the meaning of LOU 18 of the CUSW-OPGI collective agreement 2015-2020;

And Whereas the Teaming Agreement contains an expiry date unless renewed;

And Whereas the parties wish to renew the Teaming Agreement to coincide with the renewed collective agreement between CUSW and OPGI;

Therefore, the Parties agree as follows:

1. The Teaming Agreement of the parties is hereby renewed.
2. The renewed Teaming Agreement will terminate, unless renewed, when the terms and conditions of the renewed CUSW-OPGI collective agreement cease to operate.

Dated the \_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
Signed on Behalf of [Main]

\_\_\_\_\_  
Signed on behalf of CUSW

\_\_\_\_\_  
Signed on behalf of [CUSW Employer]

# Letter of Understanding No. 19

between

OPGI

and the

**Canadian Union of Skilled Workers**

## Clarification Re: CUSW Hours of Work for Seven (7) Day Coverage

In regards to Section 11.6 of this Collective Agreement, the following clarification applies to Seven (7)-Day Coverage at Darlington NGS. The following example is for illustrative purposes only and the timing of breaks and meals is not restricted by this clarification.

	Day		Second Shift	
<b>Start</b>	06:30	06:30 to 11:30 = 5 hours	18:30	18:30 to 23:30 = 5 hours
<b>Lunch</b>	11:30	11:30 to 12:00 = Lunch unpaid	23:30	23:30 to 00:00 = Dinner unpaid
<b>Second Half</b>	12:00	12:00 to 16:20 = 5 hours includes (2 x 15 min. + 1 x 10 min. @ straight time)	00:00	00:00 to 04:20 = 5 hours includes (2 x 15 min. + 1 x 10 min. @ straight time)
<b>Lunch</b>	16:20	16:20 to 16:50 = Lunch paid at straight time	04:20	4:20 to 04:50 = dinner paid @ straight time
<b>Overtime</b>	16:50	16:50 to 18:50 = 2 hours @ 1 ½ time	04:50	04:50 to 06:50 = 2 hours @ 1 ½ time
<b>End</b>	18:50		06:50	

Paid 10 ½ hours straight time and 2 hours x 1 ½ time

Second shift @ 1 1/5 shift differential and 2 hours x 1 ½ time (no pyramiding of shift differential; i.e. shift differential is not multiplied by OT premium).

Weekends and or Statutory Holidays are double time (no pyramiding of shift differentials).

Dated at Toronto this 11th day of March, 2021.

  
 \_\_\_\_\_  
 For OPGI

  
 \_\_\_\_\_  
 For CUSW

## **Letter of Understanding No. 20**

**between**

**OPGI**

**and the**

**Canadian Union of Skilled Workers**

### **6x3 Schedule**

When working under the provisions of this LOU, all conditions listed below will supersede those contained in the main agreement. Where this LOU is silent the appropriate Article in the Collective Agreement applies.

This shift schedule is intended 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 schedule other than a layoff, an Employee would receive less than 40 paid hours in a pay period, the Employee shall receive the difference between the total paid hours for that pay period and 40 hours pay. This does not apply to those Employees who are laid off during or at the end of the schedule.

This schedule will consist of rotations of six (6) consecutive eight (8) hour shifts, followed by three (3) consecutive days off. When Employees work Monday to Friday, they shall be paid at straight time, with overtime as required. When working on a Saturday, Sunday and Statutory Holidays, Employees will be paid at the applicable rate. Where this schedule is utilized, there will be a scheduled rest rotation where the Employee will not be scheduled to work – this scheduled rest rotation will occur on every 8th rotation. Overlap of shift and/or start/finish times may be required.

Shift work may be established by the Employer on a two or three, eight (8) hour per day shift basis, with overtime as required. When this occurs, a specific shift arrangement will be established by the Employer detailing the shift schedule to be worked.

Where an Employee works a full rotation before and after the scheduled rest rotation, the Employer will pay the applicable room and board for the scheduled rest rotation.

Shift changes amongst Employees must be authorized by the Employer.

#### Notice Provision

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

#### Shift Provisions

##### First Shift

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

hourly rates.

#### Second 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.

#### Third 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 premium rate. Recognized Holidays will be observed on the actual day on which the holiday occurs or as declared by legislation.

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

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

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

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

#### Overtime Rates

This is to clarify that overtime will be paid in accordance with Section 17 Overtime.

Dated at Toronto this 11th day of March, 2021.


  
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For OPGI

  
\_\_\_\_\_  
For CUSW


2020-2023  
COLLECTIVE AGREEMENT  
SIGNING PAGE

Dated in Toronto this 11th day of March, 2021.

**Signing for OPGI**

  
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**Signing for CUSW**

  
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