

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 1st to December 31st). 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.