

MEMORANDUM OF AGREEMENT

Between

Ontario Power Generation Inc. (OPG)

and

The Canadian Union of Skilled Workers (CUSW)

The parties agree that the attached memorandum of agreement represents a full and final agreement to all issues at the renewal negotiations. All items will be effective upon the date of signing of this memorandum unless otherwise indicated.

Dated the 2nd day of October, 2020 in Clarington, Ontario.

For OPG:

Jennifer Bond Jennifer Bond

Andy Forsyth [Signature]

Sandy Strecker [Signature]

Ray Balachorek [Signature]

For CUSW:

John Wabb [Signature]

Chris Nahorney [Signature]

Jeff McGowan [Signature]

Kris Croteau [Signature]

MEMORANDUM OF AGREEMENT

Between

**Ontario Power Generation Inc. (OPG)**

and

**The Canadian Union of Skilled Workers (CUSW)**

**September 28, 2020**

Entire Agreement

Improve consistency in use of capitalization throughout agreement: examples include employer, employee, section, foreman and sub-foreman, union, jurisdictional dispute, travel allowance, agreement etc.

Agree to gender terms; change collective agreement to read journeyperson, subforeperson, foreperson, she/he, her/his, them/they, crew, etc.

Duration of Agreement

3.1 This Agreement shall become effective ~~May 1, 2015 and will expire on April 30, 2020.~~ **May 1, 2020 and will expire on April 30, 2023.**

Section 4 – Work Assignment

4.2 (b) When work is to be performed on a ~~project site\*~~ and it meets the following criteria: same work, same ~~project site~~, the mark-up process will not be required...

~~\*For the purpose of this Section, Bruce Nuclear Power Development (BNPD) will be considered a single project site.~~

4.3 (b) ...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...**

Section 7 – Employee Designation

7.1 It is understood that **forepersons** and **sub-forepersons** 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 **sub-forepersons** who have a high degree of **leadership and** efficiency in the performance of their jobs and in **supervising** their **crew(s)**. 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 **foreperson** and **sub-foreperson**, the Employer and the Union.

7.5 In the interest of **leadership**, efficiency, and productivity, the employer shall have the right to move **forepersons** and **sub-forepersons**...

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 journey person on overtime.

## **NEW**

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

### Section 10 – Reduction of Staff

10.1 When a reduction of staff is to take place at a ~~project~~ site...

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 ~~project~~ site.

### Section 12 – Rest Periods

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

### 15 - Vacation and Recognized Holidays

Total vacation and recognized holiday pay to remain at 10% but ensure compliance with *Employment Standards Act, 2000*.

The employer agrees to pay vacation and recognized holiday pay on a weekly basis. ~~The vacation pay rate shall be four percent (4%) of the base hourly rate earnings and the recognized holiday pay rate shall be (6%) of the~~ **The Vacation Pay rate and Recognized Holiday pay rate shall be ten (10) percent of the base hourly rate earnings.**

### Section 22 – Travel and Room and Board Allowance

22.1.4 ...

~~Bruce G.S. "A", Bruce G.S. "B" and the Bruce Heavy Water Plants will be combined to form the Bruce Complex. Travel allowance for the Bruce Complex will be calculated from the midpoint of a straight line joining the centres of the Bruce G.S. "A" and Bruce G.S. "B" turbine halls.~~

22.2.3 ...

- (i) When an Employee's regular residence is more than 97 radius kilometres from a ~~Project~~ **site** located north of the French River.....
- (ii) When an Employee's regular residence is more than 97 radius kilometres from a ~~Project~~ **site** located south of the French River.....
- (iii) When an Employee's regular residence is more than 97 radius kilometres from the ~~Project~~ **site** and the Employee commutes....
- (iv) At the Pickering and Darlington ~~Projects~~ **sites**, Employees who live beyond 97 radius kilometres.....

## Section 26 – Grievance and Arbitration Procedure

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's ~~Grievance Officer~~.

26.4.2 The Employer's ~~Grievance Officer~~ shall investigate the grievance...

## 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**

27.2.1 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 one apprentice to three or four 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 In order to expedite the Apprentice's entrance into Journeyman status, the following policy shall apply:~~

- ~~(i) The Apprentice must apply to the Apprenticeship Branch to write his examination as soon as possible after he has reached his total hours, less 300.~~
- ~~(ii) The Apprentice will give the Employer two weeks notice that he is going to write his examination. After writing the examination, the Apprentice will check his Hours in his Progress Record Book.~~
- ~~(iii) The Employer will commence paying the Journeyman's rate of pay the day after the Apprentice completes his hours and providing the following conditions have been met:
  - ~~(a) The Employer is satisfied that the Apprentice has completed his hours. If there is a question concerning the completion of hours, confirmation will be supplied by the Employee and;~~
  - ~~(b) The Employer is shown written proof of Certification from the Apprenticeship Branch and;~~
  - ~~(c) The Apprentice has passed his examination for his Certification of Qualification (C of Q).~~~~

~~27.2.7 In the event that an Apprentice fails his examination for his C of Q, he will be paid the journeyman rate of pay from the day he passes any future examinations.~~

### **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 30 – ~~Aboriginal~~ Indigenous Content Commitment**

30.1 Where an ~~aboriginal~~ **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 ~~aboriginal~~-indigenous content commitments, the terms of the collective agreement will not apply to these ~~aboriginal~~-indigenous commitments.

30.3 Prior to operationalizing the ~~aboriginal~~-indigenous commitment, the Owner shall meet with the union to discuss implementation for trades work on the project. The meeting will typically include representatives of the owner, the Union, ~~aboriginal~~ 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**

#### LOU #1- 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 his/her 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.**

#### LOU # 7 – Electronic Data Transfer

Delete

#### LOU #12 Education & Training Agreement – Nuclear Certified Worker Program

##### ~~Training Agreement Re: Nuclear Qualified Worker (NQW)~~

~~The NQW is the first stage of the CUSW Nuclear Worker Certification.~~

**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 Agreement** 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.**

~~Excluding Nuclear Qualified Worker (NQW) training below, when it is determined that a requirement can be foreseen for members of CUSW with particular skills or qualifications, the Employer will provide the instructors and facilities at its cost and the members, on their own time, will attend such training courses to acquire such skills and/or qualifications.~~

~~When it is determined that a requirement can be foreseen for members of CUSW 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.~~

#### ~~Principles to Govern Initial Start Up~~

~~The parties will meet within thirty (30) days of ratification of this agreement to develop a joint training committee that will:~~

- ~~• 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).~~
- ~~• Work towards a broader referral application on the agreed upon training.~~
- ~~• Develop and implement a standard Nuclear Qualification, that is the first stage of the CUSW Nuclear Worker Certification.~~
- ~~• Work towards getting approval of payment of Employment Insurance (EI) during the delivery of this training.~~
- ~~• Work towards a delivery system that can accommodate the members in their home area (e.g., Computer-Based Training).~~
- ~~• Establish training standards and equivalencies.~~
- ~~• Establishment and maintenance of ongoing qualifications and related issues.~~
- ~~• Coordinate application of \$600 referenced elsewhere in this Letter.~~
- ~~• The Parties will explore the inclusion of the Security Clearance process as part of the NQW.~~

~~The Employer will notify CUSW of work requests in advance to allow members that do not have the required training to attend.~~

~~The parties agree that these courses will be set up and delivered at an appropriate location.~~

~~Members of CUSW who live over 97 radius kilometres from and travel to the training location will be paid \$600 by the Owner/Employer upon successful completion of the training and being hired by the Employer. This will be paid within two (2) weeks from the date of hire.~~

#### LOU # 13 – CUSW Concerns re: Remittances

Delete

#### LOU # 15 – 7 Day Coverage Nuclear Sites

Delete

#### LOU# 18 – Teaming Agreement

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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"

### Wage Schedule

Wage Increase – Effective May 1, 2020

**2020 – 1% TWP Increase**

**2021 – 1% TWP Increase**

**2022 – 1% TWP Increase**

Travel, Room and Board Allowance Increase – Effective May 1, 2020

**2020 – 1%**

**2021 – 1%**

**2022 – 1%**

### New LOU- 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.

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 \_\_\_\_\_ 202\_\_

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Signed on Behalf of [Main]

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Signed on behalf of CUSW

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Signed on behalf of [CUSW Employer]