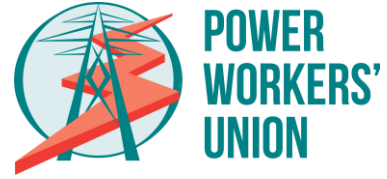


Summary of OPG Offer to Extend the Collective Agreement by 1 Year with Modifications – December 2020



Overview

With COVID 19 infections rapidly on the rise, and restrictions on gatherings limiting the possibilities of engaging in a normal collective bargaining process for the 2021 Collective Agreement, OPG has approached the PWU with an offer to extend the provisions of the current Collective Agreement by 1 year, from April 1, 2021 to March 31, 2022. Included in the extension offer are some negotiated improvements and no take-aways.

It is expected that normal face to face negotiations would be possible for the subsequent round of bargaining that would begin in early 2022.

Also of importance, Bill 124, the Ontario government's legislation that restricts overall monetary increases in the Broader Public Sector to a maximum of 1 percent per year for a 3 year "moderation" period, will begin to affect PWU-OPG Collective Agreement monetary increases that can be negotiated in the renewal of the current Collective Agreement which expires on March 31, 2021.

OPG is required to get government approval for any agreement, in compliance with Bill 124.

We believe, in the circumstances, a 1-year Collective Agreement (April 1, 2021 to March 31, 2022) is the best option for PWU members, because if we were to enter into a 2- or 3-year agreement, we would be restricted by Bill 124, to 1% per year for the full term of that agreement.

The annual inflation rate for Ontario is currently hovering around 0 percent. The annual inflation rate becomes less predictable in a longer-term agreement.

Even though Bill 124 currently limits compensation increases for the next 3 years, the next provincial election is tentatively scheduled for June 2, 2022, just 14 months after the current Collective Agreement expires. The outcome of the election, or even an election strategy change in direction for the PCs, could

potentially have an impact on whether Bill 124 stays in effect for the full 3 years that it would affect collective bargaining for PWU members at OPG.

We also think it is in the best interest of PWU members that, if the 2022 Collective Agreement cannot be reached prior to the provincial election, neither party accelerate negotiations to impasse, at least until after the new government has been elected. This would protect the PWU from being forced into an arbitrated Collective Agreement that would be subject to Bill 124 restrictions, at least until the provincial election is decided and the new government is in place.

The majority of your elected PWU Chief Stewards have endorsed sending the OPG Offer Sheet to the members for ratification.

Due to COVID 19, for the health and safety of PWU members and their families, the PWU will conduct the ratification vote electronically. The votes will be counted January 27, 2021.

If you have any questions regarding the OPG Offer Sheet please complete the form via the link below and submit.

<https://www.pwu.ca/ratification/opg-pwu-ratification-questions/>

We will make every effort to respond to your questions individually. A list of frequently asked questions and answers will be prepared and included when ballots are distributed on January 12, 2021.

The Following Summarizes the Offer Sheet From OPG

Wages – All Employees will receive wage package increases as follows:

April 1, 2021 - 1%

**Duration of Agreement – One (1) year
– April 1, 2021 to March 31, 2022.**

All provisions of the 2018 – 2021 Collective Agreement, including Mid-Term Agreements and Letters of Understanding are extended and will continue to apply except as modified in the Offer Sheet.

Article 10

This revision resolves a long-standing issue clarifying that qualified applicants who are PWU represented employees are eligible for positions before former PWU members in non-represented or Society positions. (New language bolded below)

10.1 Vacancies

10.1.1 No person shall be appointed to a vacancy in the PWU - CUPE Local 1000 jurisdiction until all qualified PWU - CUPE Local 1000 represented applicants have been selected. **If there are no qualified PWU - CUPE Local 1000 represented applicants,** non-represented employees may be appointed to positions within the PWU's jurisdiction but will only be able to use that portion of their service which was acquired while a member of the PWU.

Article 11

The following language requires OPG to disclose detailed estimates of the anticipated impacts of the closure of Pickering NGS on Regular Employees. It also indicates the parties will begin discussions well in advance of 2022 negotiations that could help to identify solutions to mitigate negative impacts.

Not to be Reproduced in the Collective Agreement:

Within six months of the ratification of this Collective Agreement, OPG will provide detailed estimates of the numbers of Regular Employees, by classification and work location, to be laid off in the most

likely plant closure scenarios including Article 11 modelling for each.

At such time, the parties also commit to discuss the Article 11 process as it relates to PECO and any potential changes, including limitations to turnover, that could be made to better serve the interests of the parties.

In addition, the parties will meet quarterly to discuss Equity, Diversity and Inclusion initiatives that support the reskilling of clerical support staff and preserve gains made in workforce diversity.

Article 11 – Surplus Staff Procedure

Job Security Improved

The no involuntary layoff of Regular Employees language is extended and improved for the term of the Collective Agreement. Your Bargaining Committee felt this provision particularly important while COVID 19 is causing so many uncertainties.

The language that would have voided OPG's no involuntary layoff commitment, as a consequence of any of the 3 following conditions, will be suspended (bolded below) for the term of the Collective Agreement.

- OPG's license to operate the Pickering Nuclear Generating Station is not renewed by the CNSC; or **(this specific language will be suspended from April 1, 2021 to March 31, 2022)**
- A decision is announced to permanently cease electricity

production in whole or in part at Pickering Nuclear Generating Station that would result in involuntary lay-offs during the term of the collective agreement; or **(this specific language will be suspended from April 1, 2021 to March 31, 2022)**

- A decision is announced that OPG will not proceed with the refurbishment of one or more units at Darlington Nuclear Generating Station **(this specific language will be suspended from April 1, 2021 to March 31, 2022)**

Article 12 – Purchased Services Agreement

There has been some concern from members that work could be contracted out to Laurentis LEP, an OPG spin-off company under a separate PWU collective agreement, without going through the normal Purchased Services Agreement (PSA) process. The language below clarifies that Laurentis LEP will get not special under threshold PSA treatment that could negatively impact PWU represented OPG employees.

Not to be Reproduced in the Collective Agreement:

Thresholds

The Parties agree that any work to be performed by Laurentis Energy Partners (LEP) for OPG will be subject to the provisions of Article 12 Purchased Services Agreement and will be treated in the same manner as work to be performed by any other external contractor.

Benefits

Not to be Reproduced in the Collective Agreement:

COVID 19 Wellness Benefit

All Regular employees will be provided one additional day off with pay between April 1, 2021 and April 1, 2022 to attend to COVID 19 related issues.

Not to be Reproduced in the Collective Agreement:

Out of country coverage

OPG will provide out of country travel insurance to regular PWU employees at existing benefit coverage levels for the term of the Collective Agreement.

OPG's obligation in respect of retirees shall remain limited to \$35 per retiree per year.

Appendix A

- Appendix A wages will be increased by the same percentage and at the same time as PWU general wage rate increases.
- As per the Collective Agreement, the Daily Travel Allowance and Subsistence Allowance will be increased by the same percentage and at the same times as PWU general wage rate increases

Nuclear Projects Non-Trades PSA

Aggregate OT & Staffing Commitments will be preserved and parties will meet after ratification to discuss potential for changes to better serve the interest of both parties.

Nuclear Staffing Agreement (NSA) and Corporate Staffing Agreement (CSA) Mid-Terms

Term Employees have been in the workplace longer than initially anticipated due to the extension of operations at Pickering NGS. This has been a source of considerable concern among members. Improved treatment of Term Employees who have gained valuable knowledge and experience through their extended employment was identified as a bargaining necessity.

These 2 Mid-Terms will be extended by 1 year to March 31, 2022 as modified

- Term Employees and Temporary Employees who are qualified will have application and selection rights for non-supervisory regular positions, by seniority, after Regular Employees
- As a condition of posting out of a Term position, the employee cannot post out of the new Regular position without approval of management for a period of 3 years from the date of selection.
- Appendix A Employees will be considered for regular positions before external applicants

Term Employees (including those recruited from the BTUs) who complete 3 years of continuous service will now receive financial assistance in securing health and dental benefits. Mid-Term language modified as follows: (New language is bolded below)

Term Employees are not entitled to Health/Dental Benefits under Part A, Item 13 of the collective agreement. **However, if the employee has completed 36 months of continuous service, OPG will contribute \$2.50 per hour earned in addition to the current Band rate to help cover the cost of**

union administered Health and Dental Benefits programs. (Note: This provision does not apply to former OPG Regular Employees in receipt of a pension and post-retirement health and dental benefits)

Chief Arbitrator Succession Plan:

John Murray will be succeeded by John Stout as Chief Arbitrator and John Murray will be appointed as Deputy Chief Arbitrator.

2022 Bargaining

The next provincial election is tentatively scheduled for June 2, 2022. The language below ensures that, if agreement cannot be reached prior to the election, neither party will accelerate negotiations to impasse until after the new government has been elected.

“The parties intend to commence bargaining for the 2022 Collective Agreement, in the normal face to face fashion, early in the 2022 new year on a schedule to be determined by the parties. OPG and the PWU agree that neither party will make an application for conciliation prior to June 3, 2022.”
