

OPG Offer Sheet

1. CA 1-Year Extension

- a) Except as noted all terms of CA extended until March 31, 2022
- b) Midterms/LOUs that formed part of the previous Collective Agreement need to be reviewed for rollover
- c) Projects Non-Trades PSA: Aggregate OT & Staffing Commitments will be preserved and parties will meet to discuss potential for changes to better serve the interest of both parties.

2. Wage Increase of 1% effective April 1, 2021 for all classifications.

3. 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.

4. 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.

5. Article 11- Surplus Staff Procedure

Amend Article 11 preamble as follows:

Subject to the exceptions identified below, no employee will be involuntarily laid off during the term of the Collective Agreement. Article 11 with the exception of Article 11.0 will be suspended for the term of the Collective Agreement.

During the term of the Collective Agreement there will be no involuntary lay-offs. Any surplus of staff will be handled through either worksite/location re-deployment in accordance with Article 11.0, or the offer of severance under the applicable VSP mid-term agreements.

During the term of this agreement if a surplus cannot be accommodated through re-deployment or a VSP

under the applicable mid-term agreements, the treatment of employees who are adversely affected by such an event will be subject for discussion between the parties. These discussions will occur in the context of a commitment by the Company to employment security. If an agreement cannot be reached all unresolved issues may be referred to the Chief Arbitrator for resolution.

The suspension of Article 11 will expire on March 31, 2022, unless the provision below comes into effect, and will not be automatically renewed in any subsequent Collective Agreement.

In the event that either:

- 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)**

then the prohibition of involuntary layoffs and the suspension of Article 11 referred to above will come to an end on the date one of the above occurs and will not be automatically renewed in any subsequent Collective Agreement.

6. 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.

7. 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.

8. 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.

9. Term Employees receive the following enhancements:

NSA section 10.a and 10.c and CSA section 9.a and 9.c shall be revised consistent with the following:

- a. ~~No rights under the collective agreement to apply to vacancies. Term employees will be considered before external applicants to external job postings for regular positions within the Company. Consideration for Term employees for such job postings shall be based on fair and objective criteria. Seniority shall not be a consideration.~~ **Term Employees have the right to post to internal vacancies*. The following shall govern the order of selection and all must be minimally qualified:**

Classification	Criteria
(1) PWU Regulars	Based on seniority within the PWU bargaining unit
(2) PWU Terms and Temps*	Based on accumulated service within the PWU bargaining unit. Those employed at date of posting will retain their Term/Temporary status for purposes of the selection even if subsequently laid off.
(3) Internal to OPG (Management/Exempt/Society)	Based on seniority pursuant to Article 10.1 if applicable and otherwise fair and objective consideration
(4) External Postings Nuclear App A/Non Nuclear CPAA Temps/External/BTU Direct Hire	App A (Nuclear) and CPAA temporary (Non Nuclear) employees will be considered (based on fair and objective consideration) before other external applicants

* Applies to non-supervisory vacancies only; for supervisory vacancies as per (4).

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.

- b. In the event a Term employee is selected to a regular vacancy, their accumulated Term service shall be recognized as service credit. For clarity, there is no entitlement to service credit for pension plan purposes. Former OPG employees in receipt of a pension are not eligible to be hired as a regular employee.
- c. 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)**
- d. Not entitled to Long-Term Disability under the collective agreement.
- e. Not entitled to Pension and Insurance Benefits under the collective agreement and are not eligible to join the OPG Pension Plan.
- f. Not entitled to Transportation and Moving Expenses under the collective agreement.
- g. Not entitled to external training opportunities or reimbursement for any such external training.

- h. Not entitled to participate in any existing preference process regarding assignment to shifts or work assignments.
- i. No rights under Article 11.

10. Appendix A

Appendix A, Item 5.0 - Terms and Conditions of Employment

5.2.

Appendix A wages will be increased by the same percentage and at the same time as PWU general wage rate increases.

5.10

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

11. Chief Arbitrator Succession Plan:

The parties agree that John Murray will be succeeded by John Stout as Chief Arbitrator on January 1, 2021 when John Murray will be appointed as Deputy Chief Arbitrator.

12. 2022 Bargaining

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 3rd, 2022.