



Memorandum of Settlement for a Renewal Collective Agreement for the Period April 1, 2024 – March 31, 2027

Between

Ontario Power Generation Inc.

-and-

Power Workers' Union

CUPE Local 1000

Subject to ratification, the parties herein agree the following constitutes a full settlement of all matters.

The parties will also agree this Ontario Power Generation Inc. Agreement shall include the terms of the April 1, 2022 – March 31, 2024 Ontario Power Generation Inc. Agreement provided, however, all the matters set out in the attached statement of Agreement are incorporated.

Upon ratification by the parties, the terms and conditions of this Memorandum of Settlement for a renewal collective agreement resolves all claims that the PWU or any former or current employees represented by the PWU may have in any way against OPG or any other party, including the government of Ontario in the remedial phase of the constitutional challenge to Bill 124, for lost compensation of any nature or kind whatsoever arising from Bill 124.

In full and final settlement of any Bill 124 moderation period issues for the period April 1, 2021 to March 31, 2022, effective April 1, 2024 – a 2.50% increase as remedy for the 2021 Bill 124 moderation period. For clarity, this shall be compounded with the general wage increase effective April 1, 2024.

\$10,000 lump sum payment, less deductions required by law, for all active Regular and Term Employees on the date of ratification. For clarity, this amount is pensionable for Regular employees. Active temporary employees (including Appendix A), will be prorated based on service on a monthly basis from April 1, 2021 through March 31, 2024. If ratification is completed by no later than November 30, 2024, OPG will endeavor to pay the lump sum by December 31, 2024.



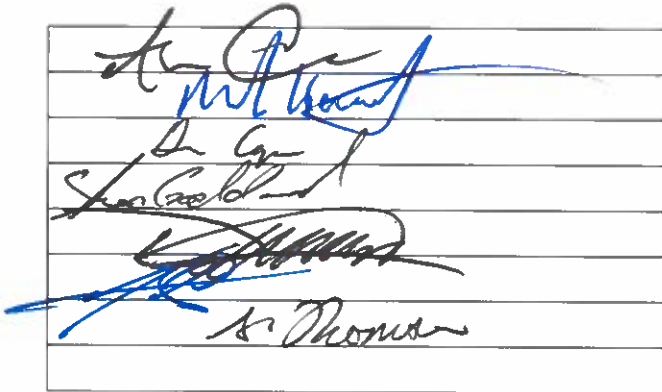
ONTARIO POWER GENERATION

The parties also agree that in connection with the renewal collective agreement, for the period April 1, 2024 to March 31, 2027 the following will be applicable with respect to reasonable and customary limits for the following services:

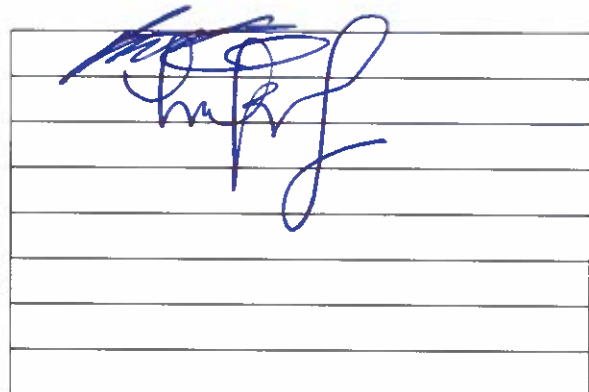
<u>Service</u>	<u>2024</u>	<u>2025</u>
Chiropractor – Initial visit	\$165	\$165
Chiropractor – Subsequent visit	\$74	\$74
Physiotherapy – Initial visit	\$170	\$170
Physiotherapy – Subsequent visit	\$114	\$114
Registered Clinical Psychologist	\$255	\$255
Registered Psychotherapist	\$188	\$188

The reasonable and customary limits starting January 1, 2026 through March 31, 2027 for the services set out above will be those set out above, unless Sun Life revises the reasonable and customary limit for these services over and above the amounts set out above, in which case the Sun Life reasonable and customary limit will apply.

The undersigned representatives of the parties respective bargaining committees agree to recommend ratification of this memorandum of settlement.



For the Union



For the Company

30 OCT 2024

Date

It is jointly agreed that the Collective Agreement covering the period of April 1, 2022 – Mar 31, 2024 will be amended as follows. The parties herein agree that the terms of the Collective Agreement shall be from April 1, 2024 to March 31, 2027.



PREAMBLE TO ARTICLES

COLLECTIVE AGREEMENT
BETWEEN

ONTARIO POWER GENERATION INC.
(Hereinafter referred to as "The Company")

and

POWER WORKERS' UNION (PWU), CANADIAN UNION OF PUBLIC EMPLOYEES, Local 1000 – CLC, hereinafter referred to as the "Union" which executes this Agreement by Andrew Clunis, Mike Hambly, Scott Thompson, Don Nelson, Chad Simpson, Shea Goddard, Gene Capasso, Jordan Douglas.

WHEREAS the Union has requested the Company to enter into a Collective Agreement and the Company has consented thereto:

NOW THIS AGREEMENT WITNESSETH

that there shall be seven parts, namely Part A – General Items, Part B – Maintenance Trades, Part C – Electrical Operators, Part D Clerical/Technical, Part E – Construction Technical, Part F – Thermal Generating Stations, and Part G – Nuclear Generating Stations. It is also witnessed that the Company and the Union agree each with the other as follows:

ARTICLES

ARTICLE 8 – SKILL BROADENING AND WAGE STRUCTURE

Amend Article 8.9 (4) as follows:

When a Band 1, 2 or Janitor employee who possesses a red seal or certificate of qualification that is relevant and related to the vacancy (i.e. mechanical qualification for a Mechanical Technician, electrical qualification for Electrical & Control Technician, etc.) and who is successful to a Band 3 vacancy will be placed at Band 3 Step 5.

ARTICLE 10 – SELECTION TO VACANCIES

Amend Article 10.1.3(b)(2) to reflect the change to verifier and commitment to confidentiality:



The Company may request a waiver of Posting and/or Selection from PWU - CUPE Local 1000 when there are medical reasons related to the employee or their immediate family, as verified by the Chief Physician/~~Manager of the Health Services Department~~ or **other employer designated physician, registered nurse, or nurse practitioner**. If the waiver request is agreed to by the Union, the employee will be appointed to the position. **Medical information disclosed to OPG will be treated as confidential and will not be unnecessarily disclosed.**

Also amend the following sections of the collective agreement to reflect the changes above:

- Part A 4.1(1)
- Part A 6.5.3
- Part A 11.3(2)
- Part A 12.2.2(7)
- Part A 12.2.2A(7)
- Part A 15.2
- Part D 12.9.5(c)
- Part G 14.6(c)

ARTICLE 16 – DURATION OF THE AGREEMENT

This agreement shall come into effect as of the 1st day of April **2024**, and shall remain in effect until the 31st day of March **2027**, and thereafter from year to year unless terminated by written notice given by one of the parties to the other within a period of not more than two months, but not less than one month prior to the anniversary date.

In the event that either party desires to amend the Agreement but not to terminate the same, either party may, by notice in writing not more than 90 days and not less than 30 days before the anniversary date, serve notice of the proposed amendments and both parties shall thereupon commence to negotiate in good faith with a view to arriving at an agreement on the proposed amendments and all provisions of the Agreement, other than those proposed to be amended, shall continue in full force and effect.

PART A

***NEW* PART A, ITEM 9.7 – NATIONAL INDIGENOUS PEOPLES' DAY**

Regular employees with Indigenous/First Nations status, as defined by the relevant federal statute, will be eligible for and will not be unreasonably denied paid time off for June 21 (National Indigenous Peoples' Day) when this day falls on a regularly scheduled workday.



NOT TO BE REPRODUCED IN THE COLLECTIVE AGREEMENT

This proposal shall take effect on January 1st, 2025.

PART A, ITEM 10.1.2 – FUNERALS

A regular employee may be released from duty for a period up to three days without reducing base earnings in the event of the death of a member of the immediate family including parent, step-parent, parent-in-law, brother, step-brother, brother-in-law, sister, step-sister, sister-in-law, spouse, son, step-son, son-in-law, daughter, stepdaughter, daughter-in-law, grand-parents, grand-parents-in-law, **step-grand-parents**, great grand-parents ~~and~~ grandchildren **and step-grandchildren**.

***NEW* PART A, ITEM 10.4 – DOMESTIC VIOLENCE LEAVE**

The employer recognizes that employees sometimes face situations of violence or abuse in their personal life that may affect their attendance and performance at work. Where an employee experiences domestic or sexual violence and takes a Domestic or Sexual Violence Leave in accordance with the terms of the *Employment Standards Act (ESA)*, the employee will be able to access the number of days of leave prescribed by the ESA. The first eight (8) days of such leave shall be paid. For clarity, this is inclusive of any paid days under the ESA. This leave may be taken consecutively or as single days.

PART A, ITEM 11.4 – BENEFITS UNDER THE SUPPLEMENTARY UNEMPLOYMENT BENEFIT PLAN FOR REGULAR EMPLOYEES

3. For those on parental leave, the equivalent of 93% of the employee's base pay for ~~three~~ **seven** weeks.

PART A, ITEM 12.1 – SICK LEAVE PLAN

...

All major medical absence forms will be completed for any absence of four (4) continuous days/shifts or more or when requested by management. The Company will compensate the employee for the cost associated with completing these forms up to a maximum of ~~\$30.00~~ **\$40.00**. Additionally, the company will compensate the employee for the full cost of all medical notes, medical forms or medical information required to support LTD or other Wellness programs. This provision applies to Doctor's notes requested by Line Management as part of the administration of the sick leave plan.

...



PART A, ITEM 12.1A – SICK LEAVE PLAN

...

All major medical absence forms will be completed for any absence of four (4) continuous days/shifts or more or when requested by management. The Company will compensate the employee for the cost associated with completing these forms up to a maximum of ~~\$40.00~~ \$30.00. Additionally, the company will compensate the employee for the full cost of all medical notes, medical forms or medical information required to support LTD or other Wellness programs. This provision applies to Doctor's notes requested by Line Management as part of the administration of the sick leave plan.

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Part A, Item 13.0 – HEALTH INSURANCE PLANS

Amend Health and Dental Benefits Brochure as follows:

- Vision Care—Increase by \$50 to \$700 total per 2 calendar years
- Continuous Glucose Monitor for insulin dependent individuals over the age of 13*
- Wigs—Increase by \$100 to \$600 total every three years and an increased frequency for children under 18 years of age annually**

NOT TO BE REPRODUCED IN THE COLLECTIVE AGREEMENT:

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 \$35 per retiree per year.

PART A, ITEM 23.5 – TRANSFER OF REGULAR EMPLOYEES

NOTE

When the Company considers a preliminary trip to the new location is necessary for interview or for the employee to seek a house, the time, board and lodging and travelling expenses of the employee may be paid.

Legal and Real Estate Brokerage Fees: In addition to the provisions of the Householders and Kilometre sections, with the exception of employees and circumstances listed in Exceptions subsection below, regular



employees who are householders, required by the Company to move their principal residence, shall be entitled to the following:

1. The Company will reimburse the employee up to **\$20,000** ~~\$18,000.00~~ for standard brokerage fees related to the sale of the old principal residence and legal fees and disbursements actually incurred in selling the old residence and/or buying the new principal residence, (legal fees will be in accordance with a standard recognized scale and could include such items as land transfer tax, survey and legal fees associated with arranging or discharging a first mortgage and mortgage appraisal fees).

PART A, ITEM 28.0 – DISTRIBUTION OF AGREEMENT AND WAGE SCHEDULES

The parties will make all reasonable efforts to resolve any outstanding issues within 3 months after ratification. The ~~a~~Agreement will be distributed **electronically to the Union and its membership** within 6 months from date of ratification. **OPG shall make a lump sum payment to the PWU in the amount of \$30,000 within sixty (60) days of ratification of the Collective Agreement so that the PWU may print copies of the new collective agreement for their membership.** ~~This Agreement shall be printed as soon as practicable after the date of signing and made available by the Company to the Union in sufficient quantities for distribution to its membership.~~

PART A, ITEM 32.2 – TOOL REPLACEMENT/UPGRADING

Each employee, as described in 32.1, will ~~be allowed~~ **receive** 8% of the personal tool list retail price calculation as a **lump sum payment** per calendar year for tool replacement or upgrading based on ~~his~~ **their** own tool list as defined in the Occupational Definition. ~~A minimum allowance of \$50.00 per year for each employee in each classification is available. For those entitled to the minimum allowance of \$50.00, the unused portion for one year may be carried forward to the following year to a maximum of \$50.00.~~

~~To qualify for any reimbursement receipts must be accumulated and submitted for amounts in excess of \$50.00. For amounts of less than \$50.00 these receipts should be submitted at the end of the year.~~

PART A, ITEM 33.2.6 – TO PROMOTE SAFETY, SAFETY FOOTWEAR

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Employees required to wear protective footwear will be reimbursed as follows:

The dollar limits (actual cost) are:

- (1) For those persons required to regularly wear climbing spurs or who are regularly required to climb steel structures as part of their normal duties:



one or two pairs in one calendar year to a combined maximum of ~~\$350~~ **\$400**.

- (2) One or two pairs in one calendar year to a combined maximum of ~~\$350~~ **\$400** will apply to others who choose or are required to wear CSA approved ESR protective footwear.

PART A, ITEM 39.0 – ESCALATOR CLAUSE

This clause is suspended for the duration of the collective agreement.

PART A, ITEM 41.0 – TEMPORARY EXTERNAL PROJECT ASSIGNMENTS IN ONTARIO

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4. The proposed labour terms and conditions for Ontario-based work for a particular external project will be submitted by OPG to the PWU Sector Vice-President for review. Where the principles (jointly developed under Item 3) have been satisfied, the Sector Vice-President will provide written agreement to the proposed terms and conditions within 48 hours. Where the principles have not been satisfied, the Sector Vice-President will advise OPG within 48 hours of the issues to be addressed, will negotiate with OPG to resolve these issues, and will reach a final joint decision (agreement or rejection) within an additional 48 hours. The terms and conditions jointly agreed upon for a particular project will change the normal provisions of the Collective Agreement for the term of the particular external project. **Should the parties not reach an agreement, the matter will be referred to expedited arbitration to the Chief Arbitrator.**

5. In the event of applying Article 11, employees who accept temporary OPG assignments will continue to be considered as though they had remained in their home work unit and will be subject to the contractual terms and conditions then in force. Employees will be entitled during the term of their Ontario-based OPG assignments to exercise their redeployment rights unless OPG determines that to do so would seriously jeopardize the international project, in which case the affected employees' rights will be deferred until they return to their home unit.

6. To reflect the existing practice between the Parties, Part A, Item 41.0 shall also be applied to Temporary External Project Assignments outside of Ontario.

PART A, ITEM 43.0 – WAGE STRUCTURE

Effective April 1, 2024 – 3.75% increase for all Employee Classifications, Term Employees and Appendix A

Effective April 1, 2025 – 3.75% increase for all Employee Classifications, Term Employees and Appendix A

Effective April 1, 2026 – 2.50% increase for all Employee Classifications, Term Employees and Appendix A



PART B

***NEW* ITEM 19.0 – LICENSE RENEWALS - FACILITIES MAINTENANCE TRADES EMPLOYEES (EXCEPT HYDROELECTRIC)**

Employees who are required by the Company to maintain trades licenses as recognized journeypersons (registered Compulsory Trades as defined by Skilled Trades Ontario) to carry out their duties will have the cost of such renewals reimbursed.

PART F

PART F, ITEM 15.0 – EMERGENCY RESPONSE TEAM

- 15.1 As part of their normal duties, all employees may be required at times to take action in response to emergencies.
- 15.2 (a) Qualified designated members of the Emergency Response Team shall receive ~~\$1550.00~~ **\$1750.00** annually on their anniversary of becoming a member of the Emergency Response Team, plus one 8hour day off to be taken at a mutually agreed upon time within the next 12 months or the employee may choose to be paid eight (8) hours.
- (b) Emergency Response Team captains who are not in a supervisory position shall receive an allowance of ~~\$1.00~~ **\$2.00/** hour for each paid hour.
- (c) Acting captains who are not in a supervisory position shall receive an allowance of ~~\$1.00~~ **\$2.00/** hour for each paid hour while acting in the captain's position.

PART G

PART G, ITEM 18.3 – EMERGENCY RESPONSE TEAMS

Although membership of the Emergency Response Team is voluntary, the Company reserves the right to appoint members if sufficient volunteers are not available.



Two (2) Emergency Response Maintainers (ERM's) per shift at both Pickering and Darlington designated by OPG management to perform Captain's duties. These designated ERM's will receive Captain's pay of ~~\$1~~\$2/hour in addition to their normal pay (non-pensionable) for that shift, provided such payment will not result in the designated ERM receiving earnings in excess of 15% above their terminal rate of the applicable band.

**APPENDIX "A" – FOR SUPPLEMENTARY MAINTENANCE, REPAIR AND OTHER PWU
ASSIGNED WORK**

APPENDIX A, ITEM 5.6 – TERMS AND CONDITIONS OF EMPLOYMENT

5.6 Part A, Item 31 (Eye Protection) and 33 (Special Clothing) will not apply to Appendix "A" employees. However, personal protective equipment and gloves, rainwear and coveralls will be provided in appropriate circumstances. In addition, where the Company does not provide radiation safety footwear, new employees will be provided with a coupon at the time of hire-on to be redeemed for one pair of work boots for the life of the Collective Agreement (to a maximum of ~~\$250~~ \$200) from the boot truck.

APPENDIX A, ITEM 6.0 - GRIEVANCE AND ARBITRATION

6.0 (b) The referral to arbitration shall be made to one of the following single arbitrators on a rotating basis.

- a) Jules Bloch
- ~~b) Rob Herman~~
- b) Bernie Fishbein**
- c) Eli Gedalof



MID-TERMS & MISCELLANEOUS AGREEMENTS

Mid-Term Agreement

Number: NUC-PW-1004

Original Date: 2003/06/25

Revision Dates: xxxx/xx/xx

Last Revised: xxxx/xx/xx

Obsolete Date:

It is jointly agreed that the following Mid-Term Agreement shall form part of the Collective Agreement between the parties:

Incident Rating and Investigations

The parties have agreed to transition to the Edison Electrical Institute (EEI) Safety Classification and Learning Model (SCL Model) as a replacement to the current MRPH rating system methodology. In doing so, it is the joint intention of the parties not to diminish the rights of workers in relation to the participation in the safety event rating process and incident investigations or the overall Health and Safety Managed System.

Changes or refinements to the EEI SCL Model as Revised in January 2023 and/or the energy calculator will be promptly shared by management with the union representatives on the Joint Health and Safety Committee (JHSC).

The parties agree as follows:

Training

1. OPG will ensure that all JHSC members are provided with training on the SCL Model as per the January 2023 Revised Model as soon as possible after signature of this agreement.
2. OPG will ensure training is provided with to JHSC members to maintain their knowledge and proficiency in the SCL model.

Incident Rating

1. The Union representatives on the Joint Health and Safety Committee shall be provided with the opportunity for input into ~~incident Maximum Reasonable Potential for Harm (MRPH)~~ **incident** rating.
2. Where the rating of an incident is in dispute, line management or Joint Health and Safety Committee members can seek timely resolution of the dispute through adjudication by the Director, Corporate Safety.



Incident Investigation

3. All incidents shall be investigated. Whenever a team is appointed to investigate an incident, the affected bargaining units shall be invited to participate on the investigation team, and shall select their representative.
4. **Union representatives on the JHSC shall be provided with the opportunity to recommend a tripartite investigation into any safety event or near hit/miss regardless of classification should they decide one is warranted or presents a learning opportunity.**
5. JHSC members and the union representatives shall have the right to review the management approved corrective action plan and provide recommendations for improvement.
6. For enforcement purposes, this agreement constitutes a mid-term agreement under the collective agreement between Ontario Power Generation and the Power Workers' Union.

Ontario Power Generation Inc. Nuclear

POWER WORKERS' UNION

DATE



Mid-Term Agreement

Number: GEN-PW-1005

Original Date: 2003/06/25
Revision Dates: xxxx/xx/xx
Last Revised: xxxx/xx/xx
Obsolete Date:

It is jointly agreed that the following Mid-Term Agreement shall form part of the Collective Agreement between the parties:

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Changes or refinements to the EEI SCL Model as Revised in January 2023 and/or the energy calculator will be promptly shared by management with the union representatives on the Joint Health and Safety Committee (JHSC).

The parties agree as follows:

Training

3. OPG will ensure that all JHSC members are provided with training on the SCL Model as per the January 2023 Revised Model as soon as possible after signature of this agreement.
4. OPG will ensure training is provided with to JHSC members to maintain their knowledge and proficiency in the SCL model.

Incident Rating

7. The Union representatives on the Joint Health and Safety Committee shall be provided with the opportunity for input into incident ~~Maximum Reasonable Potential for Harm (MRPH)~~ **incident** rating.
8. Where the rating of an incident is in dispute, line management or Joint Health and Safety Committee members can seek timely resolution of the dispute through adjudication by the Director, Corporate Safety.

Incident Investigation



9. All incidents shall be investigated. Whenever a team is appointed to investigate an incident, the affected bargaining units shall be invited to participate on the investigation team, and shall select their representative.
10. **Union representatives on the JHSC shall be provided with the opportunity to recommend a tripartite investigation into any safety event or near hit/miss regardless of classification should they decide one is warranted or presents a learning opportunity.**
11. JHSC members and the union representatives shall have the right to review the management approved corrective action plan and provide recommendations for improvement.
12. For enforcement purposes, this agreement constitutes a mid-term agreement under the collective agreement between Ontario Power Generation and the Power Workers' Union.

Ontario Power Generation Inc. Non-Nuclear

POWER WORKERS' UNION

DATE



LETTER OF UNDERSTANDING

BETWEEN

ONTARIO POWER GENERATION INC. ("OPG")

- and -

THE POWER WORKERS' UNION (the "PWU")

WHEREAS the PWU and OPG are parties to a collective agreement;

AND WHEREAS during collective bargaining it was agreed the parties would meet to discuss the feasibility of an administratively effective and cost neutral (i.e. net zero) means of allowing for 2 days of religious observance leave subject to compliance with any legal observations;

NOW THEREFORE the parties agree to the following on a without prejudice or precedent basis:

1. For the purposes of time off for religious observance employees who wish to observe a religious holiday not identified in Part A, Item 7.1, may request up to two (2) Religious Observance Leave days off per year.
2. Such requests will normally be approved except where business needs necessitate the employee's attendance at work on that day. If approved, a Religious Observance Leave day will be substituted for one of the holidays designated in Part A, Item 7.1 of the employee's choosing. The employee will be paid their regular daily rate of pay for working their normal daily hours on the holiday indicated in Part A, Item 7.1 of the collective agreement and will be provided with a paid day off at their base rate for the approved Religious Observance Leave day off. Alternatively, employees may elect to use their Floating Holidays, vacation days, unpaid leave days or banked overtime rather than substitution of holidays designated under Part A, Item 7.1.
3. Each Religious Observance Leave Day must occur within three (3) months of the substituted holiday designated in Part A, Item 7.1, unless both OPG and the employee specifically agree in writing/email that the substituted day will be taken within twelve (12) months instead of three (3) months.
4. Requests for Religious Observance Leave must be submitted by employees to their supervisor, in writing, no later than June 15, 2024 for the period of July 1, 2024-January 15, 2025.
5. Employee requests for changes to approved Religious Observance Leave dates will be considered on a case-by-case basis. Should an employee work one of the holidays designated in Part A, Item 7.1, and subsequently requests the cancellation of the approved Religious Observance leave day, if approved an alternate day off during the same calendar year must be substituted.
6. If an employee is called in to work during a previously approved Religious Observance leave day, or when an employee's religious observance day is cancelled at the request of OPG, the employee shall receive overtime rates of pay applicable to Statutory Holidays for the previously approved day(s).
7. Religious Observance Leave days cannot be requested for religious holidays that fall on an employee's scheduled days off.



8. The parties agree this Letter of Understanding (LOU) will be implemented on a trial period basis from July 1, 2024 until January 15, 2025. Following the assessment of both parties, discussions will occur regarding the feasibility of continuing this letter of understanding. The LOU will automatically terminate on January 15, 2025 if the parties do not agree to extend.

9. Either party may cancel the trial with sixty (60) days' notice to the other party. Should that occur, all Religious Observance Leave day exchanges beyond the notice period will be cancelled.

10. This LOU is without prejudice and without precedent to any other matter and shall not be referred to or relied upon by the parties in any other matter or for any other purpose, except for the purpose of enforcing its terms.

Signed on _____, 2024.

Aaron Del Pino
Vice President, Labour Relations

Andrew Clunis
Vice President, Sector 1

Mike Hambly
Vice President, Sector 2



LETTER OF INTENT

BETWEEN:

ONTARIO POWER GENERATION INC.

("OPG")

AND

THE POWER WORKERS' UNION

("THE PWU")

In order to efficiently resolve any disputes regarding the use of purchased services, the parties agree to pilot an alternative dispute resolution process for PSA disputes associated with **work at or for OPG Nuclear. For clarity, PSA disputes include any and all PSA related disputes, including PSA grievances and disputes over whether or not a PSA should be issued.** This process will be based on a model similar to the Chestnut Park Accord Addendum (CPAA) dispute resolution process (i.e., expedited mediation/arbitration, no lawyers, simplified briefs, etc.). Jules Bloch will be the designated mediator/arbitrator. Should the pilot prove successful, it may be expanded at the option of the parties. This pilot shall last until **March 31, 2027** unless extended by the parties.

Signed on _____, 2023.

For OPG:

For PWU:

Aaron Del Pino
Vice President, Labour Relations

Andrew Clunis
Vice President, Sector 1

Mike Hambly
Vice President, Sector 2



ONTARIO **POWER**
GENERATION

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