

IN THE MATTER OF AN EXPEDITED ARBITRATION

BETWEEN:

ONTARIO POWER GENERATION

(“OPG”)

-and-

POWER WORKERS’ UNION

(“PWU”)

Re: OPG-NG-060, OPG-PSA-511, 512, and 519

CHIEF ARBITRATOR: John Stout

APPEARANCES:

For OPG:

Scott T. Williams- Hicks Morley

For the PWU:

Donald K. Eady - Paliare Roland

Shyama Talukdar - Paliare Roland

HEARING HELD BY VIDEO CONFERENCE ON OCTOBER 24, 2025

AWARD

Introduction

1. I have before me four grievances that all concern Article 12 of the Collective Agreement. One grievance (OPG-NG-060) is with respect to an allegation that OPG violated my June 19, 2023 award, which awarded a PSA in relation to the Darlington New Nuclear Project, Small Modular Reactor (SMR) Unit 1 non-trades work typically performed by PWU represented employees (the "SMR Unit 1 PSA"). The other three grievances (OPG-PSA-511, 512 and 519) are with respect to an alleged violation of Article 12 of the Collective Agreement, relating to the contracting out of work that PWU represented employees (security guards, and maintenance) can perform.

2. The parties filed extensive written briefs prior to the hearing. The parties appeared before me on October 24, 2025 by Zoom videoconference.

3. In accordance with Article 12, an attempt was made to facilitate a resolution, albeit without success.

OPG-NG-060

4. The first issue raised by the PWU in this matter is the allegation that OPG has failed to hire four regular employees as Office Support Representatives ("OSRs") for the SMR project.

5. OPG points out that the commitment found in the SMR Unit 1 PSA was to utilize OSRs equivalent to a minimum of four (4) FTEs (full-time equivalents). In this regard, OPG argues that the utilization of temporary employees is compliant with the PSA.

6. After carefully considering the parties' submissions, I advised them that in my view the language in the PSA was somewhat ambiguous. The language did not specify a requirement to only use regular employees. The language is couched in more broad terms and can include the use of temporary employees. However, the language must be read in the context of the terms and obligations under the Collective Agreement. Therefore, the use of temporary employees must comply with the use permitted under the Collective Agreement.

7. The second issue raised by the PWU concerns and allegation that OPG has failed to assign three (3) Supply Inspection Technologists (SIT) with respect to factory and acceptance testing work on SMR Unit 1.

8. OPG acknowledges that at this time it is unable to fulfill this aspect of the SMR Unit 1 PSA. OPG notes that the parties are engaged in establishing an alternative secondment solution. OPG was not in a position to address the issue at the hearing.

9. After carefully considering the parties' submissions, I am adjourning the remaining issues, including the SIT issue to December 5, 2025 at 9:00 am and the issues will be heard and decided by 10:00 am.

OPG-PSA-511, 512, and 519

10. These matters all arise from the Corporate Real Estate Department "Corporate Operational Plan". The three grievances concern work that the parties had previously agreed could be contracted out and was found in Appendix "A" of the Corporate Operational Plan.

11. The parties had for years agreed upon a yearly Corporate Operational Plan, including an Appendix "A" list of work that could be contracted out. The Corporate Operational Plan was negotiated in the spirit of cooperation found in Article 12 of the Collective Agreement.

12. Since 2020, the parties have been unable to agree to a Corporate Operational Plan. In 2023, the PWU objected to certain work being included in Appendix "A" and filed the three grievances that are currently before me. There is an additional related grievance OPG-PSA-562, which was not put before me today, but as Chief Arbitrator and Facilitator under Article 12, I have jurisdiction over.

13. In the grievances, the PWU seeks declarations that OPG violated Article 12, cease and desist orders respecting the work and damages. OPG denies violating the Collective Agreement and seeks that the grievances be dismissed or deferred pending completion of the Article 12 dispute resolution process.

14. A new Corporate Operational Plan for 2026 has not been agreed upon and the PWU advises that they are going to take the position that no items are to be included on Appendix "A".

15. After carefully considering the parties' submissions, I advised the parties of my concerns regarding the current state of affairs. The absence of an agreement for 2026

and the mistrust between the parties is concerning. There needs to be a path forward that restores trust and addresses the interests of both parties.

16. Article 12 requires the parties to try and resolve these issues on their own before seeking my intervention. The issues now before me relate to previous Corporate Operational Plans that were not resolved by the parties, and they are properly before me. The 2026 Corporate Operational Plan needs to be negotiated and if the parties cannot agree, then it will come before me for resolution. In my view, the issues arising from the grievances (including OPG-PSA-562) need to be resolved but the parties must first try to agree to the 2026 Corporate Operational Plan. The status quo of uncertainty is unacceptable and cannot be tolerated.

17. Therefore, I make the following orders:

- The grievances (including OPG-PSA-562) are adjourned to a date that will be scheduled in early January 2026.
- The parties are to provide me with a schedule by October 31, 2025 that sets out the meeting dates in the Fall of 2025 for discussing and agreeing to a 2026 Corporate Operational Plan.
- If the parties do not agree to a 2026 Corporate Operational Plan, then I shall make such orders as necessary to fully resolve that dispute after hearing submissions on the January 2026 hearing date. At the same time I shall also deal with the outstanding grievances, if the parties have not resolved them before the hearing.

18. I wish to remind the parties of their obligation to act in good faith in a spirit of cooperation and trust. OPG has obligations under Article 12 of the Collective Agreement to provide the PWU with information. Such information is necessary for the process to work. The PWU is reminded that Article 12 principles require working together with management, balancing all interests (including the customer) to have work conducted as effectively as possible. To this end, neither party should take a hard line position on what work is to be included or excluded from Appendix "A".

19. The best agreement is an agreement negotiated upon and agreed upon by the parties. It is best to avoid having to involve me in making these decisions because rarely will one side prevail over the other. PSA cases are similar to interest arbitrations, where the most likely outcome will be one that reflects what the arbitrator believes would have been the agreement of the parties. Unreasonable positions are frowned upon and will

never prevail in this process. The more principled and reasonable position will always prevail. With this in mind, I am hopeful the parties can resolve these issues before the January 2026 date.

20. I remain seized.

Dated at Toronto, Ontario, this 27th day of October 2025.

A handwritten signature in dark ink, consisting of several loops and a long horizontal stroke extending to the right.

John Stout – Chief Arbitrator