

IN THE MATTER OF AN ARBITRATION

BETWEEN:

ONTARIO POWER GENERATION

(“OPG”)

-and-

POWER WORKERS’ UNION

(“PWU”)

**Re: Authorized Nuclear Operators’ Uniform Non-Compliance
Management Grievance: OPG-MG-004**

CHIEF ARBITRATOR: John Stout

APPEARANCES:

For OPG:

Brett Christen – Rae Christen Jeffries LLP
Shawn Medeiros - Rae Christen Jeffries LLP

For the PWU:

Donald Eady - Paliare Roland
Beatrice Rutayisire - Paliare Roland
Jessica Latimer – General Counsel

HEARING HELD IN TORONTO, ONTARIO ON JANUARY 22, 2026

AWARD

1. This matter concerns a management grievance, dated November 25, 2025, filed by Ontario Power Generation ("OPG") against the Power Workers Union ("PWU") (the "Grievance").
2. The parties filed extensive written briefs prior to the hearing. The parties appeared before me on January 22, 2026, at which time counsel provided oral submissions to supplement their written material.
3. The Grievance seeks remedies in respect of all Authorized Nuclear Officers ("ANOs") and Control Room Operators ("CROs") at Pickering Nuclear Generating Station ("PNGS") and Darlington Nuclear Generating Station ("DNGS") for being out of uniform while on duty between June 2, 2025 and November 24, 2025. Among other things, the Grievance alleges that the concerted actions by the ANOs constituted an unlawful strike, and a breach of the obligation to administer and perform the Collective Agreement in good faith.
4. It is the PWU's position, among other things, that the Grievance is without merit, untimely and moot since the conduct has ceased. The PWU also alleges that OPG failed to engage the disciplinary process or otherwise exercise management rights as a response to the ANOs being out of uniform and OPG did not impose any discipline. For these and other reasons, the PWU submits that the Grievance should be dismissed.
5. The dispute in this matter arises in the context of ongoing negotiations between OPG and the PWU with respect to agreements affecting ANOs and policies at PNGS and DNGS between August 2024 and November 25, 2025. There is no dispute that between June 2, 2025 until November 17 or 24, 2025 ANOs and CROs attended work wearing civilian clothes and not wearing their OPG provided uniforms.
6. I make the following observations in respect of the Grievance:
 - First, ANOs are required to be in uniform at work in accordance with the Collective Agreement including the Mid-Term Agreement NUC-R-1016-2, and OPG Policy. A failure to comply with this obligation is a breach of the Collective Agreement for which ANOs may be disciplined by OPG. Repeated violations may be subject to progressive discipline up to and including termination of employment.

- Second, as set out in *Bowater Canadian Forest Products Inc. v. United Steelworkers, Local 1-2693*, 2007 CanLII 73919, by Arbitrator Surdykowski and having regard to the broad jurisdiction of the Chief Arbitrator under this Collective Agreement, it is clear that the Chief Arbitrator has authority to declare an unlawful strike has occurred and grant appropriate remedies when the circumstances warrant. Without deciding whether the conduct in question in this matter amounts to an illegal strike, I would note that my remedial authority includes the power to order that the conduct cease and desist immediately, to uphold any discipline imposed in respect of the unlawful conduct, to award monetary damages against individuals who engage in such misconduct, and other remedies warranted by the particular circumstances.
- Third, the foundation of all collective agreements in Ontario are set out in the *Labour Relations Act, 1995* as follows:
 - The union is recognized as the exclusive bargaining agent for the employees in the bargaining unit;
 - Every collective agreement must provide for no strike or lock-out during the term;
 - Mandatory deduction of union dues a.k.a. the “Rand Formula” must be included in a collective agreement in exchange for an agreement that employees will “work now and grieve later”;
 - Every collective agreement must include arbitration to provide a final and binding settlement of all disputes arising between the parties arising for the interpretation, application, administration or alleged violation of the collective agreement.
- Fourth, the parties to this collective agreement recognize the unique public service nature of OPG’s operations. OPG, as the largest and government owned generator of electricity for the citizens of Ontario, has a public responsibility to provide a reliable, cost efficient and safe source of electricity for Ontario. Accordingly, it is in the interest of both parties that disputes in this workplace must be efficiently and effectively resolved in a fair and reasonable manner.

- In this respect, the parties have crafted a unique grievance and arbitration procedure that provides for the parties and employees represented by the PWU to bring forward their grievances in an expedited manner. The Chief Arbitrator has been granted broad powers and jurisdiction under the Collective Agreement to hear and determine matters on an expedited basis. These powers include the authority to issue substantive interim relief on an expedited basis. Such orders can be enforced in the same manner as any Court order, including bringing contempt proceedings.

7. I understand that the ANOs were frustrated with the ongoing negotiations between OPG and the PWU. The ANOs may have believed that their refusal to wear their uniforms would send a message to OPG. I can assure them that it was more of a distraction and likely impeded progress at the negotiating table. ANOs are respected professionals and I would ask that they respect the processes under the Collective Agreement and refrain from any such protests in the future.

8. In this case, the conduct giving rise to the Grievance has ceased, and in my view, the best course of action at this point in time is to dismiss the Grievance.

9. If any similar conduct were to occur in the future, OPG may contact the Chief Arbitrator and may seek interim relief on an expedited basis which may include the remedies and orders outlined above. I am hopeful that given what is said in this award such action will not be necessary.

Dated at Toronto, Ontario, this 27th day of January 2026.

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

John Stout – Chief Arbitrator

