

COLLECTIVE AGREEMENT

Between

ONTARIO POWER GENERATION INC.
(NUCLEAR)

and

POWER WORKERS UNION
CANADIAN UNION OF PUBLIC EMPLOYEES --
C.L.C.

LOCAL 1000

April 1, 2000 – March 31, 2002

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NOTE

In order to readily identify changes in this Agreement from the previous one, new changes are printed bold and in italics. Note that certain foreign words used within the text are, by convention, also printed in italics however these words are easily identifiable and should not cause confusion.

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COLLECTIVE AGREEMENT
BETWEEN

ONTARIO POWER GENERATION INC. (Nuclear)
(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 T. Pigeau, J. Beggs, C. Gill, D. Fry, who have been duly appointed for the purpose, in accordance with the constitution of the Union.

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 four parts, namely, Part 'A' - General Items Part 'D' - Weekly-Salaried, Part 'E' - Construction Field Forces, and Part 'G' - Nuclear Generating Stations. It is also witnessed that the Company and the Union agree each with the other as follows:

ARTICLE 1
RECOGNITION
COLLECTIVE BARGAINING/UNIT

- 1.1 The Company recognizes the Union as the sole bargaining agent for all regular, part-time and temporary employees, including technicians of the construction field forces and security employees² but excluding:
- (a) Employees now represented by other bargaining agents.
 - (b) Persons above the rank of working supervisor.
 - (c) Persons who exercise managerial functions in accordance with the Ontario Labour Relations Act.
 - (d) Persons employed in a confidential capacity in matters relating to labour relations in accordance with the Ontario Labour Relations Act.
- 1.2 The grievance/arbitration procedure may be used to challenge any unreasonable, arbitrary or bad faith action taken by the Company which results in the exclusion of any employee or position from the bargaining unit. The parties will attempt to resolve disputes expeditiously.

¹ "Employees" are employees pursuant to the Labour Relations Act for Ontario SO, 1995, c.1 Schedule A, as amended.

² Security guard classifications at Pickering and BNPD sites as shown on Wage Schedule 38 - Nuclear Security Guards.

- 1.3 When an employee is removed **from** normal duties to **act** in a vacated position or relieve for an incumbent or perform a temporary assignment, the following shall **apply**:
- (a) **When the** length of time involved is known to **be** three months or less, the employee **will retain** his/her present jurisdictional status.
 - (b) When it is expected that the length of time will be longer than three months, the **employee** will be **excluded** or included at the commencement of his/her new **responsibilities**. However, in **the** event the period is actually less than three months:
 - (1) in exclusion cases, the Union will be reimbursed **the** dues which would **have been** paid;
 - (2) in **inclusion** cases, the Union will reimburse the employee the dues which have been paid.
 - (c) When the length of time is unknown, the employee will retain **his/her** present jurisdictional **status** up to the three month period. If the period extends beyond three months, the employee will then be either included or **excluded**.

ARTICLE 2
GRIEVANCE PROCEDURE

- 2.1 This procedure shall not apply to Union concerns regarding **the** adequacy of job documents and/or **the** rating, for jobs covered by **the** Clerical-Technical Job Evaluation Plan, which shall be processed in accordance **with** the challenge **procedures** contained in the **Clerical-Technical** Job Evaluation Manual.
- 2.2 Any **allegation** that an employee has been subjected to unfair treatment or any dispute arising out of the content of this Agreement shall be understood to be a fit **matter** for the following grievance procedure. All **matters** of grievance by any employee or group or **class** of employees for whom the Union is the bargaining agent and which the Union may desire to present shall be dealt **with** in accordance **with** the following procedure.
- 2.3 It is mutually agreed by the parties hereto that it is the spirit and intent of this **Agreement** to **adjust grievances promptly**. Therefore, **any** employee covered by **this** Agreement **having a grievance** may present **such grievance to the** representative of the Union appointed by the Union for **that** purpose. The Union representative may then proceed **to** have such grievance adjusted in accordance with the following steps established hereby for **the** purpose of adjusting grievances.

2.4 Grievances

Grievances are to be **filed** within thirty **(30)** days from the date that the **grievor** knew or should have known the facts giving rise to the grievance. The Company is to reply in **writing** within seven **(7)** days.

Steps in grievance process: Non-disciplinary matters:

- Step 1 Within seven **(7)** days of reply or time limited for reply, a meeting with contact supervisor.
- step 2 If Step 1 meeting not held or if grievance not resolved at Step 1, **grievances** go to next scheduled meeting of **Grievance** Review Board.

2.5 Grievance Review Board

The Grievance Review Board shall consist of two Union representatives (**Chief Stewards**) and two Management representatives (at a high level), who **will** have the authority to agree unanimously to a final and **binding** settlement of any grievance or unanimously agree to the scheduling of any **grievance**.

Grievance Review Board meetings are to be scheduled regularly as agreed to by the parties or ordered by the **Chief** Arbitrator in all work locations. The purpose of the Grievance **Review** Board will be to attempt to settle all cases, **failing which the** Grievance Review Board will agree to facts where possible and ensure that all documentary and other evidence is disclosed by the **parties**.

If not resolved at the Grievance Review Board, grievances move to arbitration. Unless the **parties** agree to regular arbitration, or Mr. Martin **Tepitsky** or the Deputy Chief Arbitrator so order, all grievances shall be submitted to Expedited Arbitration.

2.6 Disciplinary Matters

- 2.6.1** Prior to the **imposition** of any disciplinary penalty, the Company shall hold a Disciplinary Interview, which shall replace Step 1 of the grievance process.
- 2.6.2** The Company shall provide the Union and any employees who may be disciplined three **(3)** days' notice of the Interview.
- 2.6.3** The Interview shall take place between the Company, the Union and the accused **individual**
- 2.6.4** The Company shall set out its allegations and except where the allegations **could** constitute a criminal offence, the Union or the individual(s) shall set out their **version** of the events. Minutes, but not a transcript, of the Interview setting out the substance of the discussion shall be taken.
- 2.6.5** The minutes of the meeting shall be provided to the Union and the accused **individual(s)** within seven **(7)** days of the Interview.

- 2.6.6 The Union and the accused individual(s) shall forward a written reply to the minutes, **if any**, within seven **(7)** days of receipt of the minutes.
- 2.6.7 Should the Company choose to impose discipline, the Union has ten **(10)** days to file a grievance **commencing** at Step **2**.
- 2.6.8 Nothing in the disciplinary interview process is intended to interfere with the Company's right to investigate matters.

2.7 Facilities and Costs

- 2.7.1 The Company shall provide the necessary facilities for all meetings in the **grievance** process.
- 2.7.2 Maintenance of normal earnings and payment of expenses shall be provided by the Company for all Union representatives on a grievance committee.
- 2.7.3 The fees of all arbitrators and **costs** associated with arbitration hearings shall be shared equally by the **parties**, subject to current practices.

2.8 Dispute Resolution – Article 8, Plan B and OGLs

Any **Article 8**, Plan B or **OGL** disputes shall be resolved on an expedited basis as set out below:

- 2.8.1 The **Union** shall **commence** this dispute resolution process by filing a grievance with the relevant contact supervisor. The parties shall meet **within seven (7) days** to attempt to resolve the grievance. Failing a **resolution** of the matter within fourteen **(14)** days of filing the grievance, the matter will be referred to the next meeting of the Job **Classification** Committee (**JCC**). **Failing** resolution at that meeting, the grievance shall be referred to the Job Classification Tribunal (**JCT**).
- 2.8.2 The **JCC** shall sit monthly or as **otherwise** agreed to by the parties and consist of two **(2)** union and **two (2)** employer representatives. It shall have the power to resolve any **Article 8** and Plan B disputes referred to it by unanimous agreement.
- 2.8.3 The **JCT** shall consist of a Chair, a Union nominee and a **Company** Nominee. The parties hereby nominate Chris **Palairé and John** Murray as their nominees. Martin **Teplitzky** shall be the Chair and may, after consultation with the parties, appoint **his successor** as Chair.
- 2.8.4 The **JCT** shall hear grievances on an expedited basis and decide at least fifteen **(15)** grievances per day. No decision of the **JCT** is precedent setting unless the **JCT** expressly declares it to be so.
- 2.8.5 **Briefs** shall be prepared by each party for each grievance including a **statement** of facts, brief argument **and** the relevant provisions of the Collective Agreement. These briefs shall be provided to the Chair of the **JCT** at least 7 days prior to any

hearing date. The **Chair** of the **JCT** will advise which grievances will require witnesses for credibility issues. The **parties will** also exchange these briefs.

- 2.8.6** The **JCT** shall determine its own procedure, may admit evidence that would not be admissible in **court** and may rely on such **evidence** to render a decision. The **JCT** shall have the power and authority to determine the real issues in dispute between the parties in any **particular** case and to **relieve** against time limits in the grievance process. **All** decisions will be final and binding. All arbitrators shall have the power to make interim relief orders. The **JCT** shall take into consideration the relevant terms of the **collective** agreement and its appendices.
- 2.9** **Facilities and Costs**
- 2.9.1** The Company shall provide the necessary facilities for all meetings in the Article **8**, Plan **B**, and **OGL** grievance process.
- 2.9.2** Maintenance of normal **earnings** and the payment of expenses shall be **provided** by the Company for all Union representatives on a dispute resolution committee as per **Article 2.8**.
- 2.9.3** The fees of the **JCT** Chair and **costs** associated with **JCT** hearings shall be shared equally by the parties. Each party **will** pay its own nominee on the **JCT**.
- 2.10** The Company will **finalize** any formal **grievances** presently in the **process** of completion but not **finalized** before the Agreement is signed.

ARTICLE 2A **DISCIPLINE AND DISCHARGE**

- 2A.1** Any allegation that an employee has been demoted, suspended, discharged or otherwise **disciplined** without just cause shall be a **fit** matter for the grievance and arbitration procedures as **provided** for in this Collective Agreement.
- 2A.2** When disciplining or discharging probationary employees for just cause, it is **recognized** that the probationary period is an extension of the selection process and that they have short service. Therefore, the threshold for discipline and discharge may be less than that of a regular employee in **similar** circumstances.
- 2A.3** Disciplinary penalties resulting in a suspension without pay will not be imposed until a final decision, (agreement between Union and Management, or an **arbitrator's** judgment) has been reached.
- 2A.4** Unless otherwise agreed to, **after** a letter(s) of reprimand has been on an employee's file for a maximum of two **years**, and there have been no further occurrences, then the letter(s) of reprimand will be removed from all files.

2A.5 DISCIPLINARY PENALTIES

A copy of all letters of **employee** reprimand shall be sent to the chief steward, except in cases where in the Company's opinion the matter involved is of a **confidential** nature. In **the** latter instance, the letter will state that the Union has not received a **copy** of the letter.

This shall not prevent a supervisor from taking on-the-job disciplinary action including immediate suspension subject to later confirmation.

ARTICLE 3 ARBITRATION

3.0 THE REGULAR ARBITRATION PROCESS

The regular arbitration process will **continue** on the basis of the practice currently adhered to by the parties, but any disputes relating to such practice or any requests for changes in the practice may be **referred** to the Chief Arbitrator for a ruling.

3.1 This procedure shall not apply to Union allegations of unfair treatment or Union **concerns** regarding the adequacy of job documents and/or the rating, for jobs covered by the Clerical-Technical Job Evaluation Plan which shall be processed in accordance with the challenge procedures contained in The Union Clerical-Technical Job Evaluation Manual.

3.2 Where a **difference** arises between the parties relating to the interpretation, **application**, or administration of this Agreement, including any question as to whether a matter is **arbitrable**, or where an allegation is made that this Agreement has been violated, either of the parties may, after exhausting any grievance procedure established by this Agreement, notify the other party in writing of its **desire** to submit the difference or allegation to arbitration and the **notice** shall contain the name of the first party's appointee to an arbitration board. The recipient of the notice shall within **10** days, advise the other party of the name of its **appointee** to the arbitration board. The two appointees so elected shall, within **five** days of the appointment of the **second** of them appoint a third person who shall be the chairperson.

If the recipient of the notice fails to appoint an arbitrator or if the two appointees fail to **agree** upon a chairperson within the time limited, an appointment shall be made through the facilities of the Ontario Labour Management Arbitration Commission or the Minister of Labour, upon the request of either party. The Arbitration Board shall hear and determine the difference or allegation and shall issue a decision and the decision shall be final and binding upon the parties and upon any employee affected by it. The decision of a majority shall be the decision of the Board of Arbitration, but **if** there is no majority, the decision of the chairperson shall govern. However, in no event shall the Board of Arbitration have the power to change, alter, **modify** or amend any provision of this Agreement.

3.3 Principles of Expedited Arbitration

- (a) **Arbitrators** shall decide at least **fifteen (15) grievances** each day.
- (b) The **decisions** are precedent setting and shall be accompanied by reasons on any non-factual issues.
- (c) No award shall be issued without the **written** approval of the Chief Arbitrator or Deputy Chief Arbitrator.
- (d) The parties may use the services of counsel;

3.3.1 Chief Arbitrator and Deputy Chief Arbitrator

The Chief Arbitrator **will** have exclusive, **final** and binding authority over all issues relating to the **scheduling** of cases, including decisions as to **who hears** which case and when it is heard and shall have the power to relieve against time limits, including those in the grievance **process** and the **referral to arbitration** in respect of all cases.

Powers of the Chief Arbitrator in the Expedited Process:

- (a) The Chief Arbitrator will have the power to:
 - (i) appoint arbitrators;
 - (ii) **assign** grievances for resolution;
 - (iii) schedule hearing dates in **consultation** with the parties.

Any of the Chief Arbitrator's powers may be assumed by the Deputy Chief Arbitrator.

Powers in the Regular Process

- (a) To determine the hours within which **arbitrations** are conducted.
- (b) To assist in reducing the cost, and reducing the delay and increasing the **efficiency** of the regular arbitration process.

3.3.2 All Arbitrators

All arbitrators are to determine their own procedure, may admit evidence that would not be admissible in court and may rely on such evidence to render a decision. All arbitrators will have the power and authority to determine the real issues in dispute between the parties in any particular case and to relieve against time limits in the grievance process. All arbitrators' decisions will be final and binding, except those decisions of expedited arbitrators other than the Chief Arbitrator, which will not take effect until approved by the Chief Arbitrator or the Deputy Chief Arbitrator. All arbitrators shall have the power to make interim relief orders.

ARTICLE 4 WORKING CONDITIONS

4.1 Working conditions during the term of this Agreement shall be as outlined in this Agreement and in Negotiated Policies and Practices and Mid-Term Agreements except such Mid-Term Agreements as are agreed obsolete by the parties.

In addition, the general environmental privileges surrounding an employee shall also be considered as working conditions. These privileges would include such things as wash-up time, transportation facilities, safety appliances, general safety or health precautions.

4.2 Any modification within the confines of this Agreement shall be subject to agreement by the Company and the Union's executive. Changes to the undemoted subjects, however, can be made with the written agreement of the Sector Board Chair with the exception as noted in 4.2 (e) and may be cancelled by either party upon the giving of 30 days' notice:

- (a) Changes in working hours between the hours of 7:00 am to 6:00 pm for an individual, work group or crew.
- (b) The extension of acting positions beyond 90 days as outlined in Part 'D', Section 6.2 and Part G, Section 15.0.
- (c) Modifications to hours of work (specific) at all locations for banked time arrangements.
- (d) Local extensions to a maximum of three months beyond the normal 12 accumulated months (in which there have been no breaks in employment exceeding five months) on the use of temporary employees to meet short term staffing requirements without Invoking regular-seasonal status.
- (e) Arrangements allowing flexibility for employees assigned to temporary work headquarters subject to PWU Sector Vice-President or delegates approval.

³ A Mid-Term Agreement is a modification of the Collective Agreement executed by the parties on the prescribed form (a specimen of which is shown below) during the term of the Collective Agreement.

- 4.3 Unless specifically referred to in a Mid-Term Agreement the pertinent provisions of the Collective Agreements shall apply.

MID-TERM AGREEMENT
TITLE

Number

Date

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

SAMPLE

THE COMPANY

UNION

ARTICLE 5
UNION SECURITY

- 5.1 All employees covered by this Agreement **who** are members of the Union on the date hereof shall, as a condition of employment, maintain such membership.
- 5.2 Employees who are not members on the date hereof but who become members of the Union subsequent to said date shall as a condition of employment, maintain their membership **thereafter**.
- 5.3 New employees shall, as a condition of employment, be or become members of the Union within **15** days of their engagement and shall, as a condition of employment, **maintain their** membership thereafter.
- 5.4 Membership as a **condition** of employment as specified In **5.1, 5.2 and 5.3** shall not apply while membership is withheld or suspended, or where a member is expelled by the Union,
- 5.5 In all cases for employees In the Collective **Bargaining** Unit as defined In Article **1**, the Company shall be responsible for the **signing** of dues **authorizations** and shall deduct from the **weekly** wages of each **employee**, an amount equal to the **weekly union** dues in **effect** at the time and shall transmit the monies so deducted to the Secretary-Treasurer of the Union at the time) designated by the **Union**.
- 5.6 A **Union** representative will be given an **opportunity** to conduct an orientation session for new probationary/regular **employee(s)** or temporary employees with greater than 6 months' **service within regular** working hours at a time and of a duration that is mutually agreeable **between** the Company and the Union. The purpose is to acquaint the new employee **with** the **benefits** and **duties** of union membership.
- 5.7 The Company will not oppose any action by the **Union** to discipline its members as **identified** In its constitution.

ARTICLE 5A
SECURITY GUARDS-CONFLICT OF INTEREST
AND WITHDRAWAL OF SERVICES

5A.1 Conflict of Interest

The Union **recognizes** that **the** inclusion of security staff in **this** collective agreement may create the possibility of a conflict of interest between the responsibilities to their **duties** and their membership in the Union. The Union **will** not impede security staff from performing any of their job duties.

These provisions are intended to permit **security** staff to perform their duties unfettered and to preserve the **confidentiality** of their work. Security staff **are** sometimes required to take **action with** respect to other employees. It is the intent of these **provisions** that **security guards** will **fulfill** their **duties irrespective** of whether the other **employees involved** are or are not represented by **PWU CUPE Local 1000**. The Company agrees that all security staff represented by **PWU CUPE Local 1000** will have **normal** access to Union representation.

The Union agrees not to pursue any internal disciplinary **actions** against security staff for performing their **duties**.

Any **conflict** of interest involving **security** staff will be subject to an expeditious internal **confidential review/resolution process**. If the internal resolution process is not capable of resolving the conflict of interest, then an expeditious external process **will** be activated.

The **Executive** Commit@ of the Union clearly **recognizes** the **unique position** of **security** staff regarding their relationship **with** other **PWU CUPE Local 1000** represented employees and will **strive** to ensure that any conflict of interest which may **arise** is handled **sensitively** and expeditiously.

5A.2 Withdrawal of Services

Recognizing the **need** to **protect** the Company assets, employees, the public and in order to meet regulatory requirements, the parties agree to the following:

- (a) The Union **agrees** to **give** the Company twenty-one **(21)** calendar days' formal notice in **writing prior** to any **legal** withdrawal of **services** by security **staff**;

- (b) The Union agrees that the Company may use replacement workers from any **non-PWU** source to perform security functions withdrawn as a result of a legal strike. Replacement workers will only perform security functions during the **duration** of the legal work stoppage;
 - (c) **PWU** security staff will co-operate in the **training** of replacement workers and shall provide an orderly turnover to replacement workers before any withdrawal of **services**. Any training of replacement workers within twenty-one **(21)** calendar days **prior** to a legal work stoppage (Le., during the notice period in (a) above) will not be subject to temporary instruction allowances provided for elsewhere in this agreement;
 - (d) Upon request, the Company will **provide** the Union **with** information on the number of replacement workers performing security functions;
 - (e) This agreement exempts the parties **from** Subsections **73.2(4)** to **73.2(11)** of the Ontario Labour Relations Act **R.S.O. 1990** and any amendments thereto of that statute.
- 5A.3** The Union agrees to communicate and educate its stewards and membership on the intent of this **Article**.

ARTICLE 6
NO DISCRIMINATION

- 6.1** The Company shall not discriminate against an employee because of membership or **activity** in the Union or the exercise of **his/her** lawful rights, and any employee covered by the Agreement who feels that he or she has suffered discrimination shall have the right to seek **redress** in accordance **with** Grievance and Arbitration Procedures.
- 6.2** An employee who has a complaint with respect to discrimination in the employment relationship, as envisioned under the Canadian Human Rights Act, will have access to the Internal Human **Rights** resolution process if he/she so desires. The employee, if he/she so **desires**, may have a Union representative present. The complaint, the Human **Rights** resolution **process** and the results of same shall not be subject to the **grievance/arbitration** process.

ARTICLE 7
MANAGERIAL RIGHTS OF THE COMPANY

The Company has and shall retain the exclusive **right** and power to manage its business and direct its working forces **including**, but without restricting the **generality** of the foregoing, to right to hire, suspend, discharge, promote, demote, and discipline any employee. The Company shall exercise the said functions in accordance **with** the provisions of this Collective Agreement.

ARTICLE 8
JOB CLASSIFICATION AND WAGE RATES

Job **classification** and wage rates shall be as they appear in wage schedules constituting part of this Agreement. The Company shall discuss with the Union any changes to existing job **classifications** and wage rates, or the introduction of new job **classifications** and new wage rates. Where a **difference arises** between the parties, the Company may introduce the new or amended job **classification** or wage rates; but either party may require that the difference between them be submitted **directly** to the arbitration process as detailed in Article **2.8** and the decision shall be **binding** on both parties.

ARTICLE 9
SPECIFIC MATTERS OF AGREEMENT

- 9.1** These matters are to be dealt **with** In accordance **with** Parts 'A', 'D', 'E', 'G', and The **Union** Clerical-Technical Job Evaluation Manual,
- 9.2** Where a new field of endeavour is undertaken by the Company and the employees concerned fall within the jurisdiction of the Union by virtue of **Article 1**, the question of whether such employees **will** be covered by an existing part of the Collective Agreement, an existing part of the Collective Agreement with special provisions or **modifications**, or a new part of the **Collective** Agreement will be one for joint agreement.

ARTICLE 10
SELECTION TO VACANCIES AND PLACEMENT OPPORTUNITIES

- 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. **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**.
- 10.1.2** If an employee is **appointed** to a vacancy within the **PWU - CUPE Local 1000 jurisdiction** from a bargaining unit which restricts seniority in the Company to **its** own membership, his/her seniority will be limited to **service** within the **PWU - CUPE Local 1000** bargaining unit.
- 10.1.3** In filling vacancies within the **PWU - CUPE Local 1000** bargaining unit, the Company will take into consideration whether the vacant **position** is supervisory or non-supervisory.
- The following **will** apply:
- (a)** Supervisory Positions

1. In considering applicants for supervisory positions, primary consideration should not be given to seniority but to personal qualities such as leadership, reliability, judgment, ability to organize and instruct and an understanding and a display of the practice of good human relations. For supervisory positions, an endeavour will be made to select the most promising candidate.
2. Only those individuals satisfactorily possessing the above characteristics, as assessed by the Company, should be considered. Where practicable, applicants for supervisory positions should be interviewed by the supervisor responsible for the selection. Seniority will govern only in cases where there does not appear, in the Company's opinion, to be much difference in qualifications.
3. For the purpose of this article, supervisory positions will include:
 - (a) Union Trades Supervisor - Level 3 and higher positions in the trades
 - (b) Senior Shift Production Technician -Chemical
 - (c) Authorized Nuclear Operator
 - (d) Senior Steam Plant Operator
 - (e) Senior Chemical Operator
 - (f) Senior Shift Control Technician
 - (g) Clerical-technical jobs which are credited with degree 3 or higher in the Responsibility for Supervision factor of the Clerical-Technical Job Evaluation Plan.
 - (h) Supervising Nuclear Operator
 - (i) Shift Emergency Response Coordinator
4. The provisions of Article 10.1.3 A-3 above will not affect the status of incumbents for Union representation or the future posting of vacancies as they may occur.

5. Appointments to positions above the **jurisdiction** of the Union shall not be subject to the Grievance Procedure. However, the Company **will** give due consideration to representations of the Union where there is evidence of obvious irregularities or discrepancies.

(b) Non-Supervisory Positions

Exceptions: Positions **identified** in **Section 10.2** of this Article.

1. The Company **will** use all available information and determine those applicants who are qualified to fill the vacancy.

One of the **requisites** is the minimum years of experience as set out in the job **specification**. Before any consideration is given to seniority the supervisor responsible for making the selection must determine, from the list of applicants, those employees who have the qualifications to do the job satisfactorily.

A recommendation by the supervisor should then be made from the qualified employees, overall seniority being the governing factor.

An employee's **experience** with another company will be taken into **consideration** in determining his/her qualifications for a position.

2. Tenure

The senior qualified candidate will be selected to the vacancy providing that he/she satisfies one of the following criteria:

2.1 Promotion: The applicant has been employed for a minimum of six months in his/her current position.

2.2 Laterals and Demotions: The applicant has been employed for a minimum of three years in the **same** Work Headquarters at the end grade of his/her current position.

2.3 Exception: The above restrictions for **2.1**, Promotion; **2.2**, Laterals and Demotions may be waived by the Company:

(a) for all applicants to a vacancy if it is in the Company's interest to do so and it is so identified in the posting for the vacancy;

(b) when there are medical reasons related to the employee or his/her Immediate family as verified by the Chief Physician/Manager of the Health Services Department.

The above **restrictions will** not apply to employees who obtained a **position** because they were over complement or they **occupied** an

over complement **classification**. This provision applies for such placements that occurred on or after April 1 2000.

2.4 Tenure Selection Priority; All employees are eligible to apply. Jobs will be posted in **one of** the following ways:

- i) The job is **posted with** tenure:
 - (a) the senior qualified applicant with tenure will be selected.
 - (b) the **senior** qualified without tenure will be selected.,
- ii) The job is **posted without** tenure:
 - (a) the senior qualified applicant will be selected.

3. 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 his/her immediate family, as **verified** by the Chief Physician/Manager of the Health Services Department. If the waiver request is agreed to by the Union, the employee will be appointed to the **position**.

4. Management reserves the right to restrict the application of **Article 10.1.3 B-2** when the selection of **candidates**, for whom it may result in a lateral or **demotion**, reduces the capability in a given **classification** below that considered by **Management as** required for the effective continued operation of the sending department at a location. In such **situations**, only those senior qualified candidates will be selected from that department at a location which will not adversely affect its effective continued operation; the remaining senior **qualified candidates** will be selected **from** other departments at a location on the same basis. Location is defined in **Article 11.3**.

Employees will **receive written** notice from his/her **supervisor** if their selection may be voided because they cannot be released. A **copy** of this written **notice** is to be given to the **local** steward.

(c) General

1. If the candidate selected has already been appointed to another position, but has not yet reported to the new job, he/she shall be given the opportunity of choosing the **one** he/she prefers unless it is in the Company's interest that he/she accept the first appointment.
2. On request, the Company **will explain, in writing**, to any unsuccessful applicant for an advertised vacancy, the reason why he/she was not selected for the position.

3. Details of requirements for notification of applicants **are** found in Part 'A', Item **17.0**.

10.1.4 The following **definitions** shall **be** used to determine an employee's entitlement to be considered for a non-supervisory vacancy:

(a) Seniority

Except as **provided** in **Section 10.1** of this Article:

1. An employee's seniority, for purposes of selection to vacancies, shall be the service credit as defined in Part 'A', Item **5.0**.
2. Service **with** an acquired company will be added to the employee's seniority.
3. The total service credit with the Company will be used for comparing seniority of applicants rather than service in a position, trade, or occupation.

(b) **Base Weekly Income**

The maximum base rate per **classification** as shown on wage schedules **20, 21, and 23**.

2. The maximum base hourly rate per classification as shown on wage schedule **22** multiplied by **40** hours.

(c) Promotion Application

Where the base weekly **income** (maximum rate) of the advertised position is higher than the base weekly **income** (maximum rate) of the **applicant's** present **position**.

2. Where an employee **submits** an application to a position of equal rating (same base **weekly** Income) which requires fewer normal weekly hours of work.
3. Where an employee who presently occupies a **position** regularly requiring or subject to shift work, applies for a position of equal rating (same base weekly income) but not regularly requiring or subject to shift work.

(d) Lateral Application

Where the maximum rate (base weekly income) of the **position** applied for is equal to the **maximum** rate of the applicant's present position and the factors identified in **10.1.4C(2)** and **10.1.4C(3)** do not exist.

(e) Demotion Application

Where the **maximum** rate (base weekly income) of the position applied for is lower than the maximum rate **of the** applicant's present position.

10.2 Placement Opportunities

The following classifications are **considered Placement Opportunities**:

- Trades positions of journeyman rank **and** lower;
 - Operator Trainees;
 - Technical positions below Grade **57** in Part **'E'** covered by the Clerical-Technical Job Evaluation Plan;
 - other jobs below Grade **55** covered by the **Clerical-Technical** Job Evaluation Plan;
1. Placement **opportunities will** be internally **advertised** province-wide for the same time period as vacancies. Similar placement opportunities that occur within four months of the posting date of the advertisement **will** not require posting.
 2. **All** employees are **eligible** to apply to placement **opportunities** and **will** be given fair and objective consideration prior to **hiring of** applicants **from outside** the Company. When making appointments to placement opportunities, seniority will not be the governing factor.
 3. The senior qualified **Journeyman applicant** for whom the placement opportunity represents an equal **classification⁴** will be selected subject to the following:
 - (a) The employee must have tenure in accordance with Article **10.1.3 (b) (2)**, Tenure.
 - (b) The employee must be releasable in accordance with the **provisions** of Article **10.1.3 (b) (4)**.
 - (c) Employees with documented **performance deficiencies** or job related health limitations as **identified** by the Health **Services** Department may not be **eligible** for lateral considerations.
 - (d) When a placement opportunity is **filled** by the senior qualified applicant as per the above, the resulting **backfill** placement opportunity will be filled in accordance with provisions of paragraph **10.2 (2)**.
 4. Selection Priority
Selections will be made in the following order:

⁴Equal Classification . as defined in Article 11.

- i) Senior qualified **journeyperson** applicants for whom the placement **opportunity** is an equal **classification**
 - (a) those with tenure;
 - (b) those **without** tenure.
- ii) Applicants selected on the basis of fair and **objective** consideration.

5. Placement **opportunities are different** from vacancies, hence there shall be no requirement upon the Company to apply the **provisions** related to Posting of Vacancies contained in Part 'A', Item **17.0** and Part 'E', Item **2.1**. The successful applicant will be **identified** in the **Selection Notices**.

10.3 Transportation and Moving Expenses

Candidates selected to vacancies which represent a lateral or demotion in accordance with **Article 10.1** and employed for a minimum of three years in their current work headquarters shall be **entitled** to moving expenses in accordance with the **provisions** of Part 'A', Item **26.0**.

Candidates selected to **placement opportunities** as per **Article 10.2** will not be automatically **entitled** to the moving and transportation expenses **provided** in Part 'A', Item **26.0**. Reimbursement of any such expenses incurred by the employee, in **whole** or in part, shall be at Management's **discretion**.

Candidates selected to trainee operator positions who have two years' service shall be entitled to moving expenses **in** accordance with the provisions of Part 'A', Item **26.0**.

Employees appointed to positions **which** are filled due to an agreed to waiver of posting and/or selection, as provided in **10.1.3 (b) (3)**, will be **entitled** to moving expenses in accordance with the **provisions** of Part 'A', Item **26.0**.

10.4 Transition Provisions

- (a) **Until March 31, 2002**, an **employee** in a bargaining unit who is in receipt of a **notice of termination/layoff** from that bargaining unit or who has been laid off and subject to **recall** or who has been **identified** as **overcomplement** is eligible to apply to posted **vacancies** and placement **opportunities** in another bargaining unit. The Company **receiving the application will** select such applicant(s) in accordance with the provisions of its **collective** agreement which **governs selection** to vacancies or placement **opportunities**. Seniority for purposes of this **Article** includes seniority in Ontario **Hydro** and any of its successor **companies**. The successor **companies for the purpose of this article are Ontario Hydro Services Company (OHSC), Independent Electricity Market Operator (IEMO) and the Electrical Safety Authority (ESA)** as well as OPT and ISG except as these **rights are modified in the respective collective agreements**. In addition, **PWU-represented** members in receipt of a **notice of termination/layoff employed** by an Ontario **Hydro** successor company or on a **recall** list pursuant to an Ontario **Hydro** successor company collective agreement who apply for regular **positions** but are not fully **qualified** shall be given fair and objective

consideration for such positions prior to the **hiring** of applicants from outside the Company. A successful applicant **will** transfer **his/her** service and seniority credits to the new Company. A **successful applicant** **will** not be entitled to any relocation or moving expenses under the provision of any **collective** agreement. Any employee of **OPG** who is the **successful applicant** for a **vacancy within OPG** **will be entitled to relocation** and moving expenses under the **provisions** of the **appropriate collective** agreement.

NOTE

Despite the **termination** date set out therein, **Article 10.4** (a) shall remain in full force and effect as between **Ontario Power Generation Inc.** (Fossil/Hydroelectric) and **Ontario Power Generation Inc.** (Nuclear) until either the collective agreements in respect of those two companies are merged or there is a final **determination** that they shall not merge.

- (b) After March **31, 2002**, an employee in a **bargaining** unit who is in receipt of a notice of **termination/layoff** from that **bargaining** unit or who has been laid off and subject to **recall** or **who** has been **identified** as overcomplement is **eligible** to apply to posted vacancies and placement **opportunities** in another bargaining unit. He/she will be **given fair** and **objective consideration** for employment before new hires. A successful **applicant will** transfer **his/her** service credit and **seniority** credits to the new Company. No employee hired pursuant to this Article **will be** entitled to any **relocation** or moving expenses under the **provision** of any collective agreement.
- (c) Employees in a bargaining unit who are not covered by Item **10.4** (a) or (b) may **apply** for posted **vacancies** and **placement opportunities** in another bargaining unit. The employer in receipt of the **application** has no obligation to **consider** the **application** of such employee(s) **from** another bargaining unit. A successful **applicant will** transfer **his/her** service and seniority **credits** to the new employer.
- (d) The provisions of **Article 10.4** (a), (b) and (c) have no application to any person who was not an employee of **Ontario Hydro** on August **31, 1998** or whenever the move to successor **collective** agreements is complete.
- (e) Any service credit restoration, as per **Part A, Item 5.0**, shall include service earned as an **Ontario Hydro** employee and **service** earned as an employee of any **Ontario Hydro** successor company.

ARTICLE 11:
SURPLUS STAFF PROCEDURE
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Management will **determine** whether **they implement Article 11.0** and/or **Article 11.1**.

Note: **Appendix A of Article 11** forms part of this **collective** agreement. Any changes to list, including the addition or **deletion** of toccations, worksites and work centres shall require joint agreement.

11.0 WORKSITE/LOCATION REDEPLOYMENT

This provision may be implemented and completed without activating **Article 11** in total.

1. Within a **worksite**⁵ or between worksites in close proximity to each other, management may deploy employees **within** equal classifications.
2. (i) Within a **Location**⁶ that has **multiple** worksites management may deploy employees within equal **classifications**⁷ from an over-complement **worksite to an under-complement worksite**, on a senior **choice/junior** force basis **until either** the over-complement **or** under-complement ceases to exist, whichever occurs first.

Management has the right to **determine** the classification(s), number of over-complement positions, number of under-complement positions and the **worksite(s)** that will be dealt **with** under each operation of this provision.

- (ii) Where management has **identified** an over-complement in a classification within a Location(s) and an **under-complement** within another **Location(s)**⁸ In an equal **classification**, the **following will** occur. An employee may choose an equal or lower **under-complement at their** location on a senior choke back **if this option** is not chosen or **available**, management **may** deploy **employees** from an over-complement location(s) to an under-complement Location(s) on a senior choice/junior force basis until either the **over-complement or** under-complement ceases to **exist**, whichever occurs first.

Management has the **right to determine** the **classification(s)**, number of over-complement positions, **number** of under-complement positions and the Location(s) that **will** be dealt **with** under each operation of this provision.

- (a) A junior employee **who** refuses to be transferred will be subject to discipline up to and including termination. All disputes regarding the discipline and **termination** of an employee who refuses a transfer will **be** referred to Martin **Teplitsky** for **resolution** on an expedited basis. An employee who is **terminated** for refusing a

⁵ As defined by Article 11

⁶ As defined by Article 11

⁷ As defined by Article 11

⁸ The exception to this will be at Bruce Nuclear when the "Bruce One site" mid-term agreement will apply

transfer under the terms of this agreement shall be eligible to receive reduced severance pay pursuant to **Article 11.15(III)** as well as **Article 11.15.2** (Benefit Continuanace/Tuition/Outplacement Services), if the proposed transfer is to a location that is not within a reasonable **commuting** distance from his/her residence.

Where an employee is terminated for **refusing** to transfer to a **location** which is within reasonable **commuting distance** from **his/her** residence, there is no severance or other **provisions** payable to such employees.

(b) Management **will provide** at least four (4) weeks' notice to employees in the **over-complement classification** and **Location/worksite** of the intended date of transfer by posting in the **over-complement Location(s)/worksite(s)** a **notice** which sets out:

- **the affected classifications;**
- number of **positions to** be filled;
- under-complement **Location(s)/worksite(s)**; and
- **proposed transfer date.**

Subsequent to this four (4) **week posting** employees designated for transfer will be provided with at least two (2) weeks' notice of their actual transfer date. In determining an employee's transfer date the company **will consider** the personal circumstances of the employee and the business needs of the company.

(c) Employees **transferring** will be entitled to moving expenses and housing assistance as set out in Part A, Item **26**.

3. Under-complement positions that remain vacant after the **operation** of 1 and 2 will be posted in accordance **with** the **Collective** Agreement.

4. If the transfer results in a move to a lower-rated **equal classification**, wage maintenance as per **11.20 will apply. If the employee** chooses a **lower undercomplement position** in the same **location** as per **11.0.2(II)** he/she shall **have their rate frozen** for a **period** of three **months at which time a three percent (3%) reduction in rate will take place.** Subsequent **reductions of three percent (3%) will take place annually thereafter until the maximum** rate for the tower rated Job is reached.

5. There will be no permanent transfers under **this Article** into a **worksite/centre** which has been identified as a **worksite/centre** to be dosed permanently during the **18** month period **following** intended **transfer** date.

11.1 Surplus Staff Procedure – Sequence of Events

1. The Company **will** give initial notice of termination/layoff in accordance with **Article 11.5**.

2. All vacancies', job challenges, management **reviews** and **OGL's** will be frozen **until** the end of this process.
3. Employees **will** be required to make **irrevocable elections within 7** (seven) days from the date of last posting of the initial notice of **termination/layoff** in accordance with article **11.4**. The Company will confirm to the Union the date of last posting.
4. Employee displacement rights **will** be determined and those employees who will be accepted for **voluntary termination, placed, displaced, laid off and/or** terminated shall be identified. All displacements and the names of employees to be laid off, terminated will be **identified** "on paper" at the outset prior to implementation of any changes resulting from the announced reduction of complement.
5. In **situations** where the operation of the **displacement** rights would result in **multiple chain displacements** to the **point** of causing an **inappropriate** level of **dislocation** for the employer, **the** employer may refer the Issue of amending the displacement operation **of Article 11** for the particular run In question to **Martin Tepitsky** for **expedited arbitration**.
6. The names of the employees who will **be** accepted for **voluntary termination, placed, displaced, laid off** and terminated shall be announced.
7. The "freeze" on filling vacancies ends at the time of the announcement. During the **period** after the announcement and **prior** to the date of termination set out in the initial notice of termination/layoff, the Company, pursuant to Article **10**, will post vacancies which **remain** unfilled after **the** displacement process and new vacancies as they **arise**. If vacancies remain unfilled after the Article **10** process, during the period **prior** to the layoff fair and objective consideration for such vacancies will be given to applications from employees to be **laid** off.
 - a. The implementation of **voluntary terminations, placements, displacements, layoffs and terminations** pursuant to the Article **11** process **will** commence on the date of **termination/layoff identified in** the initial **notices** unless extended by the Company in accordance with the Employment Standards Act and regulations and subject to any "reversals" which may have **occurred** as a result of employee terminations.

11.2 Application

- (a) This procedure applies only to the bet-gaining unit in this collective agreement.
- (b) **This** procedure applies to regular full-time **and** regular part-time employees. The displacement and recall rights of probationary employees, security staff and regular-seasonal-A employees are limited to those contained in **11.13**.
- (c) The Company will supply the **PWU** with an accurate **computerized seniority** list (see note below) separated by Occupational **Group** Listings (**OGL's**) and sorted by

Q Where **vacancies are mentioned throughout this** article, this should be read **to** apply to both vacancies and **placement opportunities**

province and locations on February 1st and August 1st and at the time the Company gives initial notice of termination/layoff under this **Article**.

The Company will also post a seniority list in each **worksite** on February 1 and August 1 and at the time that the Company gives initial notice of **termination/layoff**. The seniority list will be a single list of employees, which will include the following information (subject to **revision** after consultation with the Company and the **PWU**):

- Name/employee number
- **ECD**
- Base **OGL**
- Level
- **OCC** code
- **Title**
- Building code
- Geographic **location**
- **Status**
- **Business**

In the absence of a challenge in **writing** by the **union** within **thirty (30)** calendar days of posting, or **within seven (7)** days of **initial notice of termination** layoff, **whichever comes first**, the **seniority** list, will be deemed to be accurate and the **union** will not subsequently be able to challenge the accuracy of the list. In the event of a challenge, the parties **will try** to resolve any differences. If there is no agreement, either party may refer the challenge to Arbitrator **Teplitsky** for expedited **dispute** resolution.

NOTE

The **computerized** seniority list **provided** to the **PWU** will contain the following data:

Last Name, Initials, **ECD**, Occupational **Code**, Job **Title**, Schedule, Base **Occupational** Group Number, Grade, Location, Building **Code**, **Payroll** Number, Business Unit, Division, Department, Hours of Work, Date of Notice of **Termination/Layoff**, Date of **Expiry** of Recall, End Rate of Classification.

- (d) Medically Restricted at Work (**MRAW**) employees who have had a special position created for them cannot **be** displaced. In the event that there is a closure of a **worksite** or the special position is redundant, the **MRAW** employee **will** displace in accordance **with** this **Article** and where necessary be accommodated in accordance **with** applicable legislation. For purposes of Article **11** the **MRAW** employee **will be** deemed to be in the **classification** held immediately prior to being placed in the special **position**.
- (e) Performance Limitations: When an individual has a verifiable physical or medical limitation and is not required to be accommodated under the Human Rights legislation and which prevents him/her from performing the essential **functions** of a

job in his/her Occupational **Group Listing (OGL)** into which he/she may be displaced, and which is voluntarily identified in advance of determination of displacement rights following notice of layoff, the Company and the Union will meet to discuss this **individual**. It is understood that if there is no mutual agreement the Company may **proceed to** implement the layoff. Nothing in this Article is intended to require any employee to self-identify or to modify in any way the rights or obligations of the Company, Union or employee under the human rights legislation.

- (f) Employees on pregnancy/parental leave, or assignment outside Ontario or approved leaves of absence, vacation, **sick leave** will be subject to this **process** and be required to participate as if they were in their regular position. Such employees will assume their new positions upon return and until such time the positions will be filled on a temporary **basis** if required by the Company.

The company will make reasonable **efforts** to contact personally employees on such **leave** but in any event such employees **will** be provided with written notification that the Company has initiated lay-off procedures and that their employment status may be affected. The Company can rely on the last address and telephone number provided by the employee.

- (g) Employees on **LTD** including those in a **LTD** funded Rehabilitation and **Re-Employment Program** may not displace nor are they subject to displacement.

- (h) Notwithstanding **the** provisions of this Article an employee who is within five years of normal retirement or within five years of **eligibility** for undiscounted pension when faced with displacement or **layoff**, with **joint agreement** may be given special **consideration for worksite** protection/preference.

- (i) Notwithstanding the provisions of this Article, the **parties** may make special arrangements for employees who are disabled to the extent that alternative employment would be difficult to find.

11.3 **Definitions**

1. "Base weekly rate" and "base hourly **rate**" include pay **equity** adjustments.
2. "**Classification**" shall mean an employee's **trade** or job title.
3. "Equal **Classification**" or "Equal" is a **classification** in an employee's **OGL** where the base weekly rate or base hourly rate is the same except that:
 - (a) Some hourly rated trades have **been identified** as equals where most of the job duties are the same but the wage rate is **different** e.g., shift **mechanical** maintainer, regional maintainer - **mechanical**, shift **maintainer** I-control, regional maintainer-electrical.

NOTE:

In the operator family the **following** shall be considered the crossover points:
Electrical Operator-Level III and Reserve, Auxiliary Plant Operator **4th** Class,
Chemical Operator, Assistant Auxiliary Steam Plant Operator

- (b) For pay equity adjusted rates, equal **will** be deemed to be those jobs whose terminal rates meet or exceed the Step 3 rates listed on Salary Schedule **20**.

Example 1: Grade **55** + PEA, equivalent to Grade **57**, Step 2 = Grade **56** and can displace Grade **56** jobs under **Article 11** (Grade **56** (no PEA) can also displace this Grade **55** job).

Example 2: Grade **55** + PEA, equivalent to Grade **58** Step 2 = Grade **57** and can displace Grade **57** jobs under **Article 11** (Grade **57** or **56** (no PEA) can also displace this Grade **55** job).

4. Lower: Lower **Classification** or Lower is a classification in an employee's **OGL** where the base weekly rate or base hourly rate is lower except for all weekly **salaried** clerical employees on salary schedules **20** and **21** where for purposes of displacement in a **Location** the base weekly rate is 2 or more salary grades lower.

For pay equity adjusted rates, lower will be deemed to be those jobs whose terminal rates are lower than the Step 3 rates listed on Salary Schedule **20**.

Example 1: Grade **56** (no PEA) is lower than a Grade **55** + PEA equivalent to Grade **57** Step **3**.

5. "Worksite" is a place of operations as Identified by building code(s) and identified in Appendix **A**. An employee's **worksite** will be their regular work headquarters as defined in Part A, Item **20.2**.

6. "Work **Centre**" as identified in Appendix A.

7. "Location" means a geographic area which includes **worksite(s)** and/or work centres. Locations are **identified** in Appendix A.

8. "Occupational **Group** list (**OGL**)" means a jointly agreed to list of Equal and Lower classifications into which an employee can exercise displacement rights. **OGLs** are equals and lowers within the appropriate job family which an employee can satisfactorily perform within a reasonable period of **familiarization** and orientation.

9. "Surplus Employee" is an employee who has been given notice of **termination/layoff** by the Company or an employee who may be displaced or who is displaced from **his/her** position.

10. (a) "**Seniority**" means the service credit as defined in Part A Section **5.0**, except for the **restrictions** contained in Article **10.1.2**.

- (b) Where employees have the same seniority the employee with the highest employee number is deemed to be the more senior employee.

For purposes of determining displacements, **layoffs** and terminations, seniority will be calculated as of the date of the initial notice of **termination/layoff**. For **all** other purposes including subsequent layoffs, **seniority will continue to accrue**.

11. "Job Family" is a collection of jobs or job **classifications** involved in the same general nature of work.

It is **recognized** that some jobs straddle two **(2)** job families, e.g., technical-clerical. For these exceptions, jobs from both **families** may be included in the **OGL**.

The family for those jobs which do not neatly fall into one of the below will be jointly determined as **required**.

There are five families as listed below:

Clerical: Involving gathering, analysing, **processing**, recording, disseminating information or data, and/or the operation of miscellaneous office machines or equipment.

Technical: Involving the choice, application and/or **manipulation** of formulae, principles, **techniques** or natural laws in practical, mechanical or industrial arts or applied sciences.

Drafting: Involving the drawing up or preparation of plans, drawings, bills of materials, etc.

Trades/
Operators: **Involving** skilled labour in areas such as electrician, mechanic, labourer, operaton, etc.

Security: Involving the protection of the Company assets, employees and the **public**. **Security classifications** will not be Included in the Occupational **Group Listing (OGL)** of non-security classifications and vice versa.

11.4 Occupational Group Listings (OGLs)

1. For a job to be **included** in an **OGL**, it must be a job which can be **satisfactorily performed** by the **average employee** in the **surplus classification** within a **reasonable period of familiarization and orientation**. This **period will vary depending on the complexity** of the job.
2. All **existing jobs are placed in OGLs**. OGLs shall be part of this agreement but shall be published in a **separate** publication.
3. New OGLs shall be **jointly developed for new jobs or for existing jobs which have materially changed or for jobs which have the wage rate adjusted**. If the parties cannot **agree on an OGL**, the dispute will be referred to Arbitrator **Teplitsky for resolution in accordance as per Article 2.6 Dispute Resolution - Article 8, Plan B and OGL Process**.

11.4.1 Failure to Demonstrate Qualifications

Once an **employee displaces** into a **position** in an **OGL**, the **employee** must be able to demonstrate an **acceptable level** of performance within a reasonable period of **familiarization and orientation**. Failure to **achieve an acceptable level of performance** in this time will result in layoff with **severance** as per 11.15 and **recall** rights to their pre-displacement **classification**.

11.5 Notice of Termination/Layoff

1. The Company will give **initial notice of termination/layoff** to the **most junior employees** in a **classification** in a **worksites**. Notices listing **those employees receiving initial notice of termination will be posted** at all **Company worksites/centres**. Pursuant to the terms of this **article**, employees **receiving such notice will be permitted to take another position** in the Company as a **result of which some other person either loses his/her position and is permitted to take another position or loses his/her employment**. Such **notice shall be deemed to be notice of termination** to all **affected employees including to those employees who may be displaced and to those employees whose employment is terminated or who are laid off**.
2. Employees receiving initial notice of **termination/layoff** will be provided with **two (2) months' notice of termination/layoff**. An employee **who has been given notice of termination/layoff** may be given **temporary work following** the date of termination in accordance with the **Employment Standards Act and regulations**.
3. When a **employee is given notice of termination/layoff** the Company will notify the **Union office and Chief Stewards** within **three** working days from the date the **employee is notified**. The Union will be **responsible** for keeping the Company **advised of the names of a# Chief Stewards**.

11.6 Employee Elections*

1. All employees in an equal or lower rated **classification** to the overcomplement **will** be required to supply the Company, by a date determined by the Company, with **information** necessary to enable the Company to make decisions relating to employee displacements in **Locations**, and the Province. **The information** required is:
 - a) Does the employee wish to voluntarily terminate if given the **opportunity**
 - b) Is the employee **willing** to move
 - c) Is the employee **willing** to change from Regular Full Time to Regular Part **Time** or vice versa.
2. The Company will be entitled to rely on this information for purposes of applying the provisions of Article II.
3. Employees will have seven **(7)** days to **provide** their elections to **his/her** Human Resources **Office**.

11.7 Failure to Identify Elections

Any employee failing to supply the information requested on the forms (within the stipulated time), who **receives** initial notice of **termination/layoff** or is displaced, will be deemed to have chosen **NO** to each of the **three questions outlined in 11.6.1**, and therefore **will** be deemed to have selected only a **position** in their **location**. **If** there is no **position** in the **location** into which he/she can be **placed/displaced**, the employee **will** be laid off **with** recall or severance **rights as per 11.15**.

11.8 Voluntary Termination

Voluntary Terminations are accepted on the basis of **seniority**.

Employees **within two (2)** years of normal **retirement** or **un-discounted** pension will be **provided with** relevant **pension** and **benefit** information to enable **him/her** to make an **informed decision** on or **prior** to the **notice** date.

Employees who are accepted for Voluntary **termination** must resign and will receive severance pay as per **article 11.15**;

All acceptances to Voluntary **Termination will** be **subject to Limitations** to Turnover as **outlined in this article** and are contingent upon the overcomplement **being** reduced.

11.9 General

1. All employees work at a **worksite** or work centre in a Location.
2. Each employee shall have the responsibility to notify the Company of his/her current address and telephone number and any subsequent change. The

The parties will consult one bi-lateral information package to be provided to employees at the time they are asked to make elections

Company shall be **entitled** to rely on the last address and telephone number furnished by the employee for all purposes.

3. Grievances under this agreement or a predecessor agreement which have not been resolved before the commencement of the freeze **period** do not effect the Company's right to layoff pursuant to Article **11**.
4. All **vacancies**, job challenges, management **reviews** and **OGL's** will be frozen, from **notice** date until the end of **this** process. The freeze on **filling vacancies** shall end when the results of the **application** of **Article 11** are announced.

11.10 Placement to Vacancies and Positions Created through the Acceptance of Voluntary Termination.

11.10.1 Equal Location

- (a) An Employee **will** be placed into an equal vacancy in **his/her** location **within his/her occupational** group list. If no vacancy is available then;
- (b) Employee **elections will** be reviewed to determine if an employee in the location in an equal **classification, including** the overcomplement employee, has elected to **voluntarily** terminate. If there is more than one employee who has so elected, the **senior will be** accepted. If the employee accepted for **cashout**, is not the overcomplement employee, then the overcomplement employee **will** be placed into the spot left by the employee accepted for **cashout**. If no voluntary **terminations** are accepted then;
- (c) Employees who have elected a **willingness** to move **will** go to Equal **Province(11.10.2)**, employees who have not elected a **willingness** to move **will** go to **Displacements (11.11)**

11.10.2 Equal Province

- (a) An employee **will** be placed into an equal vacancy **within his/her** occupational group list. If no vacancy is available then;
- (b) Employee elections **will** be reviewed to determine if an employee in an equal **classification**, has elected to **voluntarily terminate**. If there is more than one employee who has so elected, the **senior will be** accepted. The employee **will** be placed into the spot left by the employee accepted for **cashout**. If no voluntary **terminations** are accepted then the employee **will** go to **Displacements (11.11)**.

11.11 Displacements

- (a) An employee can only displace another employee of less seniority in classifications within his/her occupational group list, unless a more senior employee has elected to **voluntarily** terminate. If given the opportunity, Voluntary **terminations will** be accepted on the **basis of seniority**.

Regular-Seasonal-A end Temporary positions and Agency employees are also displacement **opportunities** for regular employees in the absence of any regular positions.

- (b) A regular full time employee may elect, in advance to decline all available regular part time positions. A regular part time employee may elect in advance to **decline** all available full time regular **positions**.
- (c) When an occupational group has more than one classification at **the** same level, the least senior employee shall be the most junior among all of the **classifications** at that level.
- (d) A vacancy within an employee's **OGL is** deemed to be the junior equal (see process in **11.11.1** below) or lower, (see process in **11.11.3** below) in all applications of the displacement process.
- (e) **Apprentices** or Trainees **are** granted displacement rights into the classifications listed in the **OGL** of **his/her** terminal rated **classification**. An Apprentice or Trainee can displace a junior **employee within his/her OGL** including a **Journey person**. If an Apprentice or Trainee displaces a Journey person in an equal classification, the apprentice or Trainee will continue in the apprenticeship program and will be paid as per their progression schedule.
- (f) A job share **position** where both job share **partners** are **junior** to the **displacing** employee will be deemed to be a regular full **time opportunity**.
- (g) **Seniority** rights outside the Location are **only exercisable** in the **Province** by employees with **seniority** of two (**2**) years or more.

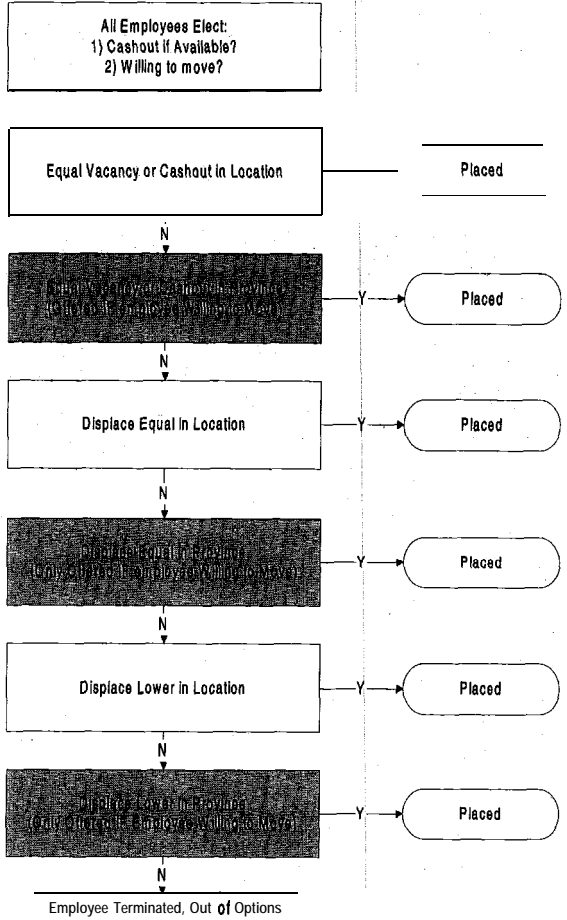
11.11.1 Equal Stream

1. At the location an employee must displace the least **senior** employee in an equal **classification**. Refusal to accept results in **termination** of employment. If no position is available, then:
2. Employees who have not **elected** a willingness to move, or who are not **eligible** for **provincial** displacements will move to the Lower Stream (**11.11.2**), **otherwise**;
3. The surplus employee who has elected a willingness to move must displace the most junior employee **with less seniority** in the **Province**. Refusal to accept results in **termination** of employment. If no position is available, then:
4. The employee will move to the "Lower Stream" (**11.11.2**).

11.11.2 Lower **Stream**

- 1.** An employee who has elected to displace in the Lower Stream must displace:
a) the most **senior** employee who has elected to **voluntarily terminate** if given the **opportunity**; or
b) the least senior employee in an equal classification in the Location.
Refusal to accept results in termination of employment. If no position is available, then;
- 2.** An **employee** who has elected to displace into a lower classification and an employee not placed in the Equal Stream must displace:
a) the most **senior** employee who has elected to **voluntarily terminate** if given the **opportunity**; or
b) the most junior employee with less seniority in next lower classification in **his/her** Location.
If no position is available, then the employee will go to lower **classifications** in descending order in his/her Location until placed. Refusal to accept results in termination of employment. If no position is available, then;
- 3.** An employee who has elected a willingness to move must displace the most junior employee **with** less seniority in next lower classification in the **Province**. If no **position** available then the employee will go to lower classifications in the **Province** in descending order until placed. Refusal to accept results in termination of employment. If no **position** is available, then;
- 4.** The employee **is** laid-off with recall rights.

Placement/Displacement Flowchart
 (This chart shall be read in conjunction with the text of the Collective Agreement)



Note: In the event of a discrepancy between the chart and the language, the language will be deemed to be correct.

11.12 Displacement Rights

- Authorized Nuclear Operators (ANO's)
- Supervising Nuclear Operators (SNO's)
- Major Panel Operators (MPO's)
- Nuclear Operators (NO's)

11.12.1

The displacement rights for Nuclear Operators will be as per Article 11, with limitations to turnover as indicated below and in 11.19(d).

For all purposes other than 11.12.2(1) (Surplus ANO's displacing ANOIT's) Stations and Streams are as follows:

Station	Streams
Pickering	Units A, Units B, Unit O, Fuel Handling A, Fuel Handling B
Bruce A	Units, Unit O, Fuel Handling
Bruce B	Units, Unit O, Fuel Handling
Dartington	Units, Unit O, Fuel Handling, Tritium Removal Facility

NOTE

Operators displaced from the ANOIT position will return to their former stream and position.

In addition to the displacement rights identified below, these classifications will have the remainder of the OGL for the Nuclear Operator Family. Before a person in one of those classifications is forced to leave the location, he/she may elect to opt for the normal Article 11 rights with respect to the remainder of that OGL. Total closure as referenced throughout 11.12 shall mean where electricity production has ceased on a permanent basis.

11.12.2 surplus ANO's

1. Surplus ANO(s) may elect to displace any junior operator(s) in the Authorized Nuclear Operator in Training (ANOIT) position(s). Such displacement(s) will be on a senior choice basis. Any ANO who elects to displace an operator in an ANOIT position and does not obtain an AECB authorization for that station (after being treated as any existing ANOIT would be) will be declared surplus under Article 11 with no further entitlement to displace operators in ANOIT position(s). Throughout a displacing ANO's tenure in an ANOIT position the ANO's base wages will be maintained. As set out in Mid-Term R-169 an Authorization Bonus will be paid each time they become Authorized as ANO's at a different Nuclear Station. This bonus will be equal to \$5000. A one time bonus of \$2000 will be paid for successful completion of AECB "Generals".

For the above purposes the stations are:

Pickering A	Pickering B
Bruce A	Bruce B
Darlington	

2. Limitations to Turnover - Authorized Nuclear Operator (ANO)

A. Station

If in stream displace **100% of SNO(s)**. If not in stream displace **15% of SNO(s)**.

Exception: If at Pickering displace **30% of SNO(s)** in opposite Unit stream and Unit **O**, If at Pickering displace **30% MPO(s)** in Unit **O**

Displace **15% of MPO(s)**
Displace **100% of NO(s)**

B. Location

Displace **15% of SNO(s)**
Displace 15% of MPO(s)
Displace **30%** of NO(s) at a station (less than total closure) providing no more than **35%** of NO(s) displaced in any stream per station.
Displace **35%** of NO(s) at a station (total closure) providing no more than **40%** of NO(s) displaced in any stream per station.

C. Province

Displace **15% of SNO(s)**
Displace **15% of MPO(s)**
Displace **30%** of NO(s) at a station (less than **total** closure) providing no more than **35%** of NO(s) displaced in any stream per station.
Displace **35%** of NO(s) at a station (total closure) providing no more than **40%** of NO(s) displaced in any stream per station.

NOTE

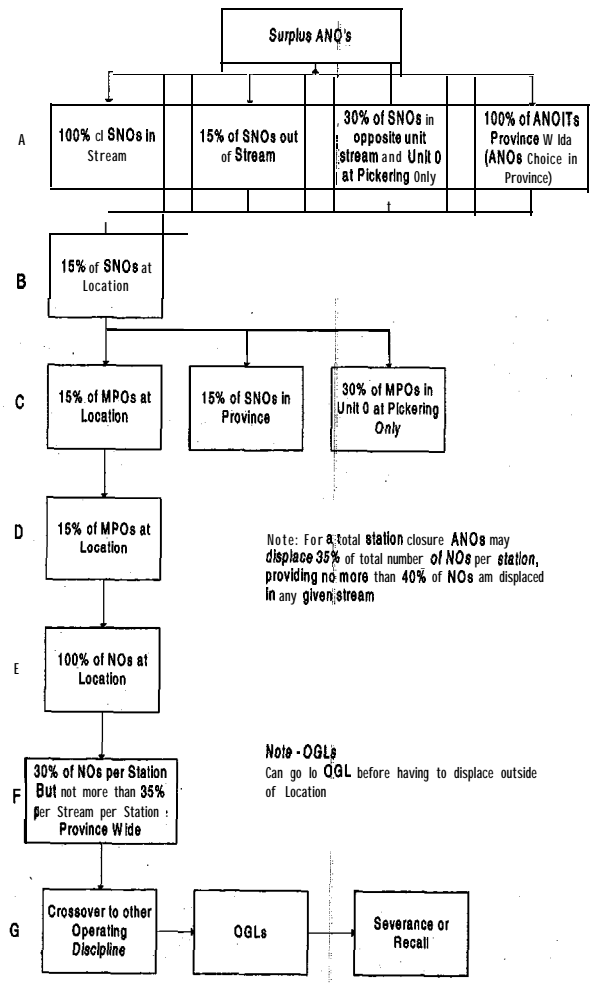
For the purpose of determining turnover **limitation** upon plant closure **Pickering will** be deemed to be two **(2)** stations.

3. Displacement

(A) If **1.** is not available or selected surplus **ANO(s)** must displace the junior Supervising Nuclear Operators **(SNO's)** at the station if available.

(B) If (A) above is not available, surplus **ANO(s)** must **displace** the junior **SNO(s)** in the Location (Appendix A).

- (C) If(B) above is not available, surplus **ANO(s)** must displace either **the junior SNO's** in the Province or **the junior Major Panel Operator(s) (MPO's)** at the station.
- (D) If(C) above is not available, surplus **ANO's** must displace the junior **MPO's** in the **location** (Appendix A).
- (E) If(D) above is not available, surplus **ANO's** must displace either the junior **MPO's** in the Province or **the junior Nuclear Operator(s) (NO's)** at the station.
- (F) If (E) above is **not available**, surplus **ANO's** must displace the junior NO's in the location (Appendix A)
- (G) If (F) above is not available, surplus **ANO's** must displace the junior NO's in the Province.
- (H) If (G) above is not available, surplus **ANO's** must **displace** the junior of the following:
Chemical Operator(s) **below** Step 4, **Steam** Operator(s) below Step 4, **Auxiliary Plant Operator(s)** in **Training (APOIT)** below Step 4 and **Electrical** Operator(s) in **Training** below Step 4.



11.12.3 Surplus **SNO's**

1. Surplus **SNO's will be** identified, notwithstanding the provisions of **Article 11**, by **stream within** a station.
2. **Limitation to Turnover - Supervising Nuclear Operator - SNO's**

(a) Station

If not in stream displace **15%** of **SNO(s)**
If in stream displace **100%** of **MPO(s)**
If not in stream displace **15%** of **MPO(s)**
Displace 100% of **NO(s)**

Exception: If at Picketing displace **30%** of **SNO(s)** across the **following** streams:
Unit A to Unit B and vice versa
Unit **A/B** to **Unit O** and **vice versa**
FHA to FHB and vice versa
FHA/B to Unit O

(b) Location

Displace **15%** of **SNO(s)**
Displace **15%** of **MPO(s)**

Exception: If at **Picketing** displace **30%** of **MPO's** across the following streams:
FHA to FHB and vice versa
Unit A/B to Unit O
FHA/B to Unit O

Displace **30%** of **NO(s)** at a station (less than total closure) **providing** no more than **35%** of **NO(s)** displaced in any stream per station.
Displace **35%** of **NO(s)** **at** a station (total **closure**) providing no more than **40%** of **NO(s)** displaced in any stream per station

(c) Province

Displace **15%** of **SNO(s)**
Displace **15%** of **MPO(s)**

Exception: If at **Picketing** displace **30%** of **MPO's** across the following streams:
FHA to FHB and vice versa
Unit A/B to Unit O
FHA/B to Unit O

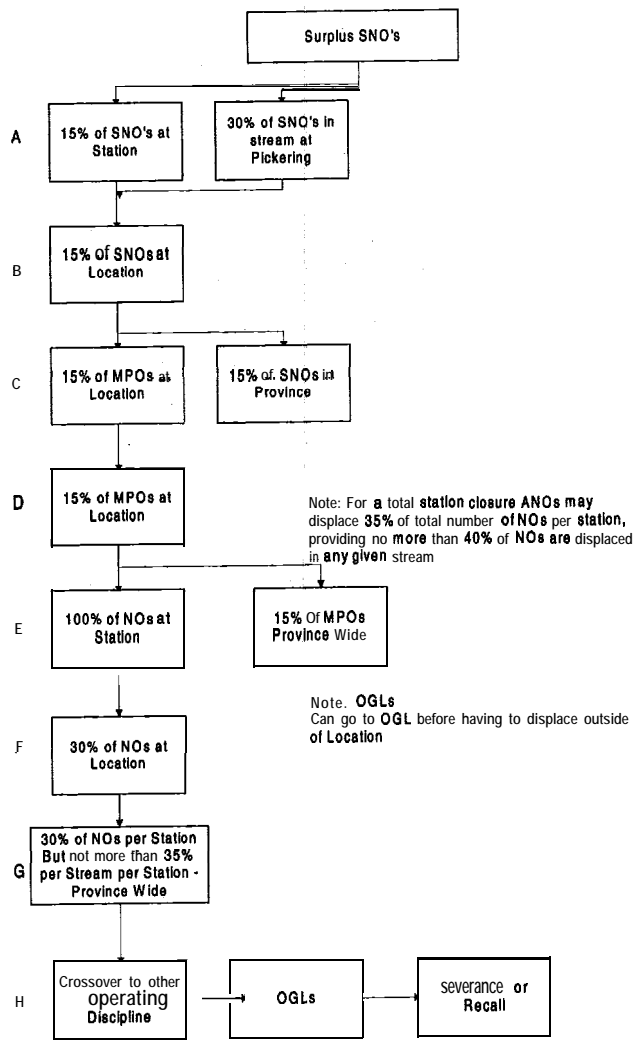
Displace **30%** of **NO(s)** at a station (less than total closure) providing no more than **35%** of **NO(s)** displaced in any stream per station.
Displace **35%** of **NO(s)** at a station (total closure) providing no more than **40%** of **NO(s)** displaced in any stream per station

NOTE

For the purpose of determining turnover limitation upon plant closure Pickering will be deemed to be two (2) stations.

3. Displacement
- (A) Surplus **SNO(s)** must displace the junior **SNO** at the station if available.
 - (B) If (A) above is not available, **SNO(s)** must displace the junior **SNO(s)** in the Location (Appendix A).
 - (C) If (B) above is not available, surplus **SNO(s)** must **displace** either the junior **SNO(s)** in the Province or the junior **MPO(s)** at the **station**.
 - (D) If (C) above is not available, surplus **SNO(s)** must **displace** the junior **MPO(s)** at the location (Appendix A).
 - (E) If (D) above is not available, surplus **SNO(s)** must **displace** either the **junior MPO(s)** in the Province or the junior **NO(s)** at the station.
 - (F) If (E) above is not available, surplus **SNO(s)** must displace the junior **NO(s)** at the Location (Appendix A).
 - (G) If (F) above is not available, surplus **SNO(s)** must displace the junior **NO(s)** in the **Province**.
 - (H) If (G) above is not available, surplus **SNO(s)** must displace the junior of the following:

Chemical Operator(s) below Step 4, Steam Operator(s) below step 4, Auxiliary Plant Operator in Training (**APOIT**) below Step 4 and Electrical Operator(s) in Training below Step 4.



11.12.4 Surplus MPO's

Surplus **MPO's** will be identified, notwithstanding the **provisions of Article 11**, by stream within a station.

2. Limitation to Turnover - Major Panel Operator (MPO)

(A) Station

If not in stream displace **15% of MPO(s)**
Displace **100%** of NO(s)

Exception: If at Pickering displace **30% of MPO(s) per stream**
FHA to FHB and vice versa
FHA/B to Unit 0

(B) Location

Displace **15% of MPO(s)**
Displace **30%** of NO(s) at a **station** (less than total closure) providing no more than **35%** of NO(s) displaced in any stream per station.
Displace **35%** of NO(s) at a **station** (total closure) providing no more than **40%** of NO(s) displaced in any **stream** per station.

(C) Province

Displace **15% of MPO(s)**
Displace **30%** of NO(s) at a **station** (less than total closure) providing no more than **35%** of NO(s) displaced in any stream per station.
Displace **35%** of NO(s) at a **station** (total closure) providing no more than **40%** of NO(s) displaced in any stream per station.

NOTE

For the purpose of determining turnover limitation upon plant closure **Pickering** will be deemed to be two **(2)** stations.

3. Displacements

(A) Surplus **MPO(s)** must displace the junior **MPO(s)** at the station if available.

(B) If **(A)** above is not available **MPO(s)** must displace the junior **MPO(s)** in the Location (Appendix A).

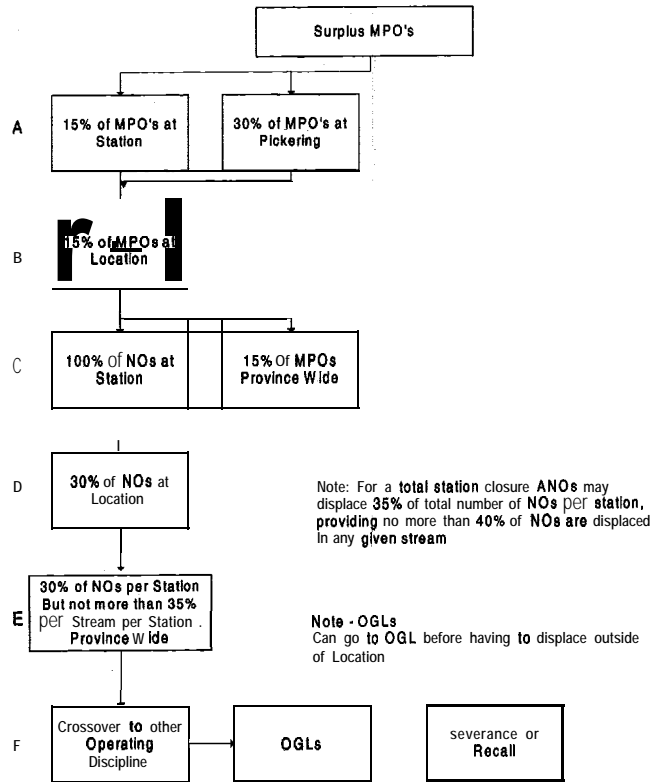
(C) If **(B)** above is not available surplus **MPO(s)** must displace either the junior **MPO(s)** in the Province or the junior NO(s) at the station.

(D) If **(C)** above is not available the surplus **MPO(s)** must displace the junior NO(s) in the location (Appendix A).

(E) If (D) above is not available the surplus MPO(s) must displace the junior NO(s) in the Province.

(F) If (E) above is not available the surplus MPO(s) must displace the junior of the following:

Chemical Operator below Step 4, Steam Operator below Step 4, APOIT below Step 4 and Electrical Operator in Training below Step 4.



11.12.5 Surplus NO's

1. Surplus NO's will be identified, notwithstanding the provisions of Article 11, by stream within a station.
2. Limitation to Turnover - Nuclear Operator (NO)
 - (A) Station
Displace junior NO(s)
 - (B) Location
Displace **30%** of NO(s) at a station (less than total closure) providing no more than **35%** of NO(s) displaced in any stream per station.
Displace **35%** of NO(s) at a station (total closure) providing no more than **40%** of NO's displaced in any stream per station.
 - (C) Province
Displace **30%** of NO(s) at a station (less than total closure) providing no more than **35%** of NO(s) displaced in any stream per station.
Displace **35%** of NO(s) at a station (total closure) providing no more than **40%** of NO's displaced in any stream per station.

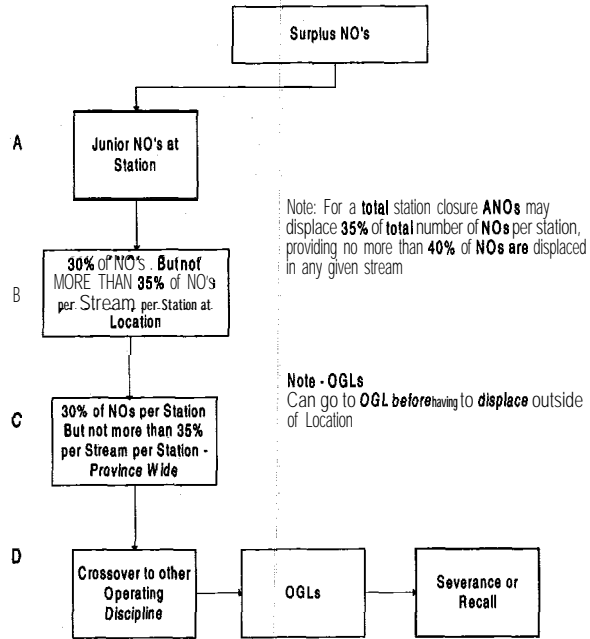
NOTE

For the purpose of determining turnover limitation upon plant closure Pickering will be deemed to be two **(2) stations**.

3. Displacements
 - (A) Surplus NO(s) must displace the junior NO(s) at the station if available.
 - (B) If (A) above is not available NO(s) must displace the junior NO(s) in the Location (Appendix A).
 - (C) If (B) above is not available surplus NO(s) must displace the junior NO(s) in the Province.
 - (D) If (C) above is not available surplus NO(s) must displace the junior of the following:
Chemical Operator below Step 4, Steam Operator below Step 4, APO in training below Step 4 and Electrical Operator in **Training** below Step 4.

11.12.6 Operator Cross Over Point

The crossover points for Chemical and Steam Operators are as contained in the Jointly Agreed to Operator Occupational Group Listings (OGL).



11.13 Displacement and Recall Rights

The following sets out in full, the displacement, recall and severance rights, if any, for Security Staff, Probationary, Regular-Seasonal-A and Regular-Seasonal-B.

11.13.1 Security staff

The displacement rights for regular, regular seasonal-A, regular-seasonal-B or probationary security staff will be as follows:

1. A regular or probationary employee will displace the junior employee in an equal classification at the same site.

2. If **1.** above is not available, a regular or probationary employee will displace the **junior** employee in the next lower **classification** in descending order at the same site.
3. If **2.** above is not available, a regular, probationary or a regular-seasonal-A employee can displace a temporary employee in an equal or lower classification in his/her occupational **group** at the same site.
4. If **3.** above is not available, a regular, probationary or a regular-seasonal-A employee can displace an agency employee in an equal or lower classification in his/her occupational group at the same site.
5. If **4.** is not possible, the employee is laid off with recall and severance options.

Regular security staff shall be entitled to recall as per **11.18** except that recall shall be limited to their location for equal and **lower** classifications within their **OGL's**.

Severance pay shall be paid in accordance with **11.15**.

11.13.2 Probationary Employees

1. A **probationary** employee **will** displace the junior employee of lesser seniority in the next lower **classifications** in their **OGL** in descending order within his/her **worksite/centre**.
2. If **1.** is not available, a probationary employee can displace a temporary employee in an equal or lower classification in **his/her** occupational group within his/her **worksite/centre**.
3. If **2.** is not available, a probationary employee can displace an agency employee in an equal or lower classification in **his/her occupational** group within his/her line of business in head office or within his/her **worksite/centre** outside of head office.
4. If **3.** is not possible, employment is terminated.
5. Probationary employees shall not be entitled to recall rights or severance pay.

11.13.3 Regular Seasonal-A

1. A Regular Seasonal-A employee can displace a temporary employee in an equal or lower **classification** in **his/her** occupational group within his/her **worksite/centre**.
2. If **1.** above is not available, a regular **seasonal-A** employee can displace an agency employee in an equal or lower **classification** in **his/her** occupational group within his/her **worksite/centre**.
3. If **2.** above is not available, employment is terminated.
4. Regular seasonal-A employees shall be **entitled** to recall to temporary positions for a period of three **years** from the date of last termination.

5. A regular **seasonal-A** employee shall be entitled to **recall** to their Location, **provided** they have at least **24** months **accumulated service**.
 6. To be recalled the employee must have filed a written request **with** the Company prior to March 1 of each year.
 7. A person who is recalled by the Company shall be **personally** contacted when possible. Failing this contact a **recall** notice shall be forwarded by registered mail addressed to the last known address that he/she has recorded with **his/her** human resources manager. They shall be obliged to advise **his/her** supervisor of his/her intention to return to work **within** three working days and shall be available for work **within** five working days after receipt of **recall** notice.
 - (a) Except in case of sickness, failure to be available for work **within** five days of **issuance** of the recall **notice** shall make **him/her** ineligible for any further **recall**.
 - (b) It shall be the person's sole responsibility to inform the Union and the personnel manager in writing of any change of address. The Union will be **notified** in **writing when** persons are recalled to **vacancies**.
 - a. The Company shall notify the employee in **writing** at time of **termination** of the recall procedure, if the employee is not considered suitable for recall they shall be **notified** in **writing** and a copy of **this** letter shall be given to the employee's Chief Steward. Upon request the Company will provide the employee with the reasons why they are not considered suitable for recall.
 9. The Company may hire a temporary employee for a period not exceeding one month **without** using **this** recall **procedure**.
 10. Summer students both secondary and post **secondary** levels have no **rights** to **this** recall procedure.
 11. A Recall List **from** each **work** Location for **regular-seasonal-A** employees shall be provided to the Chief Steward concerned.
 12. Regular seasonal-A employees shall not be **entitled** to severance pay except in the **case** of permanent layoff. When permanently laid off **severance** pay will be calculated on actual **time** worked.
- 11.13.4 Regular-Seasonal-B**
1. A **Regular Seasonal-B** employee can **displace** a **temporary** employee in an equal or lower **classification** in **his/her** occupational group **within his/her worksite/centre**.
 2. **If 1. above is not available, a regular seasonal-B** employee can **displace** an agency employee in an **equal** or lower **classification** in **his/her** occupational group **within his/her worksite/centre**.

3. If 2. above is not available, employment is terminated.

11.14 Permanent Location Closings

There will be no permanent displacements or moves into a worksite/centre which has been identified as a worksite/centre to be closed permanently during the 18 month period following notice of layoff/termination.

11.15 Severance Pay

Severance payments satisfy all employer obligations for notice and severance pay under the provision of the Employment Standards Act and the regulations including those applicable to mass termination.

- (a) An employee receiving severance pay waives any other rights under Article 11.
- (b) An employee may direct all or a portion of his/her payment into an RRSP up to the amount permitted by law. The employee shall provide the Company with the TD2 Form directing the payment into his/her RRSP.
- (c) An employee entitled to severance pay under 11.15 may elect to take a lump sum Severance payment, or severance may be divided into two (2) equal instalments, the first on the date of termination and the second on or about January 15 of the following year. Severance will be calculated in accordance with the following:
- (i) For Employees who have elected to voluntarily terminate if given the opportunity, subject to statutory deductions:
 - five months base pay, plus;
 - 4 weeks base pay per year of service, (payments for incomplete years of service will be pro-rata@)The combined total of the above not to exceed 104 weeks
or
 - An amount which equals base pay from the end of the notice period until the end of the month in which the employee reaches his/her 65th birthday.
 - (ii) For Employee's who have not elected to voluntarily terminate if given the opportunity, and who have not refused a position offered under 11.10 or 11.11, subject to statutory deductions an amount which is the lesser of:
 - 3 weeks' base pay per year of service up to a maximum of 78 weeks' base pay (payments for incomplete years of service will be pro-rated);
 - or
 - An amount which equals base pay from the end of the notice period until the end of the month in which the employee reaches his/her 65th birthday.
 - (iii) **Reduced severance on refusing a position.** An employee who refuses to accept a position under Article 11.10 or 11.11 where the new

classification is within two **(2)** salary grades for job evaluated **positions** or within **10%** for others, the employee **will** be terminated and shall **have no recall rights** under Article **11.18**, and will not **be** eligible to delay their **termination** per **11.15(f)**. Severance, subject to statutory deductions, will be an amount **which** is the lesser of:

- Two **weeks'** base pay per year of service up to a maximum of **52 weeks'** base pay (payments for Incomplete years of **service will** be pro-rated); or
- An amount **which** equals base pay from the end of the **notice period until** the end of the month in **which** the employee reaches **his/her 65th** birthday.

(iv) In cases where an employee refuses to accept a position where the new **classification provides** either a **reduction** of base wages of two **(2)** or more salary grades for job evaluated positions or In excess of **10%** for others, the employee will **receive** severance pay pursuant to **11.15(ii)**.

(d) For **purposes** of clarification at any time **during** the three **(3)** year recall period, a laid off employee may opt for **his/her** full severance entitlement, once this election is made all recall rights will **cease**.

(e) For regular part-time employees severance payments shall be pro-rated.

(f) Employees who are accepted for severance will be **terminated** on the date of **termination/layoff identified** in the **initial notice**. The only **exception to this** are employees who **will** be allowed to delay their **termination** date for a period not to exceed **five (5)** months in order to **achieve** one of the **following pension milestones**:

- Twenty-Five **(25)** years **service**
- Rule of **82**
- **Or Age 65**

Employees who avail themselves of this **option will** have **their** severance reduced by **the** amount of **time** elapsed between the date of termination/layoff **identified** in the **initial** notice and **their** actual **termination** date.

11.15.1 Benefit Continuance/Tuition/Outplacement Services

A surplus employee who takes severance pay and terminates his/her employment is entitled to:

- i) coverage under the Company's Health and Dental Plan for a period of six (6) months from the date of termination of employment or until the commencement of alternate employment whichever occurs first;
- ii) reimbursement for tuition fees and other associated expenses up to a maximum of \$5000.00 upon production of receipts from an approved educational program within 12 months of his/her termination;
- iii) outplacement services: the Company will determine the level of service and the service provider.

11.16 Failure to Report to Assigned Positions

In the event that an employee declines an assigned position and is terminated, or does not displace into a job occupied by another employee, or terminates after displacing another employee, the Company may reverse the displacement and leave the employee who would have been displaced in his/her job or return the displaced employee to his/her job. In all instances as described above the terminating employee will be entitled to severance pay in accordance with the appropriate sections of this Article.

Any vacancy which results from such a reversal will be filled by moving the previous incumbent back to his/her job. In other words, the chain of bumps (i.e., the displacement thread) caused by the initial reversal will be reversed except in circumstances set out below.

Where an employee has relied to his/her detriment on the announced relocation, and would be prejudiced by revocation of the displacement, the employee will not revert to his/her original position. Where the Company would be prejudiced, the employee will not revert to his/her original position even if the employee does not object.

The declining of an assignment will not require the Company to re-do the Article 11 process.

11.17 Selection to Vacancies

After the end of this freeze period all positions which remain unfilled and any new vacancies which arise shall be posted under Article 10. Applications from employees who are to be laid off shall be given fair and objective consideration for vacancies during the period before the layoff occurs in the event that the vacancy is not filled pursuant to the Article 10 process. Employees who, prior to being laid off, applied for vacancies continue to be entitled to fair and objective consideration for those vacancies after lay-off. If selected to a vacancy posted prior to the date of layoff, the employee is eligible for moving expenses under Article II. Among successful applicants seniority shall govern selection where all other factors are relatively equal.

- 11.17.1 No person outside the Union's jurisdiction will be selected to a vacancy commencing with the issuance of the notice of termination/layoff pursuant to 11.5 until:

- (i) **All qualified PWU** members are selected, includes persons on the recall list, and,
- (ii) **All PWU** applicants entitled to fair and objective consideration are selected pursuant to **11.17**.

11.18 Recall

- 1. Laid off employees who do not receive severance payments shall have recall rights.
- 2. Employees who are laid off will be entitled to recall to classifications in their **OGL** for a period of three **(3)** years from the date of his/her layoff. Recall lists will be maintained province **wide**.

If a person is recalled within one year of the date he/she was laid off, entitlement to vacation credit, seniority, and sick leave credits shall be the same entitlement as on the day of termination less any vacation allowance received at termination.

If a person is recalled during the second or third year **after** layoff, he/she shall be treated as a new employee for all purposes. Service credit will be restored in accordance with Part A, Item **5.3**.

Reinstatement in the pension plan shall be in accordance with the pension regulations.

- 3. A person who is recalled shall be personally contacted by the Company where possible. Failing this contact, a recall notice shall be forwarded by registered mail addressed to the last known address that he/she has recorded **with** his/her Human Resources Manager. They shall be obliged to advise his/her supervisor of the intention to return to work within five **(5)** working days and shall be available for work within ten **(10)** working days **after** receipt of the recall notice.

NOTE

- (i) It shall be the employee's sole responsibility to inform the Union and the Human Resources Manager in writing of any change of address. The Union will be notified in writing when employees are recalled to vacancies.
- (ii) Except in the case of sickness, failure to be available for work within ten **(10)** days **after** the receipt of recall notice shall make **him/her** ineligible for any further recall.

4. Except as noted later in this paragraph, if an employee refuses recall to a regular full time equal position or lower position at the location level he/she will be removed **from** the recall list and be entitled to reduced severance pay in accordance with **11.15** (iii). In cases where an employee refuses to accept recall to a position where the new classification provides either a reduction of base wages of two **(2)** or more salary grades for job evaluated **positions** or in excess of **10%** for others, the employee will remain on the recall list. Refusal to accept recall to any position outside the Location will not result in loss of **recall** rights.
5. At any time during the three **(3)** year recall period, a laid off employee may opt for his/her full severance pay entitlement. Once this election is made all recall rights will cease.
6. If at the end of the three **(3)** year recall **period** an employee has not been recalled or has not elected to receive severance pay, he/she will automatically receive the full severance pay entitlement.
7. An employee who is laid off and does not elect to accept severance payment shall be entitled to receive:
 - i) coverage under the Company's Health and Dental Plan for a period of six **(6)** months **from** the date of commencement of layoff or until the commencement of alternate employment whichever occurs first; and
 - ii) reimbursement for tuition fees and other associated expenses up to a maximum of **\$5000.00** upon production of receipts from an approved educational programme within **12** months of his/her layoff; and
 - iii) outplacement services; the **Company** will determine the level of service and the service provider.
- a. Persons on the recall list will be recalled for vacancies contained in their **OGL's** which are posted as per Article **10** and **11.17** prior to the selection of candidates to whom they are senior.
9. People on recall will have the first priority on a seniority basis for temporary positions in their **OGL** arising at their **location** which were not **filled** by any displacements. Where such a temporary position also represents a recall opportunity for a regular seasonal-A, the position will be offered on seniority.

11.19 Limitations to Turnover

- (a) A maximum of **51** percent **(51%)** of employees in a classification in a **worksite/centre** may be displaced during any **12-month** period. Where there is only one employee in the classification in the site/centre he/she may be displaced.
- (b) The limitation to turnover **(51%)** will apply to all personnel within a classification within a **worksite/centre** regardless of assignment to day work or **shift** work.

- (c) **Notwithstanding** the above, where the classification is found in more than one line of **business** in a work centre, not more than **75%** in the classification in a line of business in a **work** centre may be displaced during **any 12** month period.
- (d) Where employees displace to vacant positions such vacancies will not be counted as part of the percentages applied to limitation to turnover.
- (e) In the case of Nuclear Operators limitations to turnover will be as set out in **11.12**.

NOTE

This **section** does not apply to security staff.

11.20 Wage Maintenance

When an employee displaces another employee and is reclassified to a lower-rated position, or when an employee is selected to a lower rated vacancy pursuant to **11.16** they **will** receive wage maintenance. **His/her** wage rate **will** be adjusted downward in accordance **with** the following:

- (a) Employees with two or more years' service will have their rate frozen for a period of three months at which time a **two** percent reduction in rate will take place. Subsequent reductions of two percent (**2%**) will take place annually thereafter until the maximum rate for the lower rated job is reached.
- (b) Employees with less than two years' service will have their rate frozen for a period of three months, after which **time** their **rate will** be adjusted to the maximum rate for the new job.

11.21 Moving Expenses

Where an employee **is entitled** to receive moving expenses, as a result of being placed in a vacancy, **cashout** hole, or displacing an employee, the amount of expenses will be in accordance with Part A, Item **26**. Such moves will be treated as Company-initiated moves.

Except as **is** provided for in **11.17**, the Company will not be required to pay moving **costs** of an employee who is recalled from layoff.

ARTICLE 12
PURCHASED **SERVICES** AGREEMENT

12.0 SCOPE

This Article has been developed jointly in a spirit of co-operation and trust. It is intended to provide a joint approach to making good business decisions which involve the use of purchased services. Its application calls for these decisions to be made in the same spirit of co-operation and trust.

What follows is based upon the belief that there is a value and benefit to the employee, the co-operation and the customer if:

- . There is a greater involvement by employees in the decision-making process.
- . There is an improved understanding as to why purchased services are used.
- . Employment security is enhanced by a productive, healthy, and cost effective **organization**.
- . Union and Management work together and act responsibly, balancing the interests of the customer, the company and the employee in decisions relating to the use of purchased services.

This is a way of deciding how work gets done. It is not intended to hinder getting work done.

12.1 ASSIGNMENT OF WORK

12.1.1 Philosophy

It is the Company's intent to use regular staff to perform most of its work of a continuing nature. Furthermore, the Company will strive to provide regular staff with stability of employment.

The parties agree that a consistent, managed and joint approach to the assignment of work within the Company is necessary to provide security for employees, a more effective, productive **organization** and an excellent product for the customer.

12.1.2 Principles

The following principles apply to the relationship between the Company and the Union and the work performed by Union members.

- (a) We will within the Company have all work conducted as effectively as possible.
- (b) We will measure the effectiveness of all work by its impact on staff, on the business and by its ultimate impact on our customers.
- (c) We will do most work of a continuing nature with Company employees.
- (d) We will determine when work is to be done by **non-PWU** members through a **joint** decision making process and the results of these decisions will be a joint responsibility.
- (e) We will ensure that the impact of these decisions on continuous employment is minimized.
- (f) We will use a team and consensus approach when making decisions and any issues arising will be resolved internally where possible.

- (g) We will consult and make timely decisions consistent with the need to get work done.
- (h) We will develop, implement and continue a joint process of communications and education.
- (i) We will achieve consistency **through** the use of these principles versus policy and procedure.

12.2 DECISION PROCESS

12.2.1 Responsibility for Decisions

The persons who are responsible for applying the decision process are the Company representative **with** the appropriate decision authority and the Union representative designated by the Union Executive. It is **recognized** that a given decision may require the involvement of more than these two persons.

Subject to **12.2.6** and **12.3.2(c)** below, decisions to use purchased services will be made on a consensus basis. Both parties must consider all relevant criteria with the mutual goal of selecting the most effective option.

The decision makers are responsible for making timely decisions and for the decision itself.

12.2.2 Opportunity

The parties **recognize** that work may be done more effectively internally or externally. Opportunities for the application of this Article to new or existing work can be initiated by Management and/or the Union. It is intended **that** joint discussion should commence as soon as possible and before detailed definition of the need to have new or existing work done by purchased services.

12.2.3 Definition of Need

The parties will consider what work must be done and why and include such dimensions as when it must commence and the duration of the work; the quantity of resources required; the quality of the results; the skills required and their availability internally and externally; and safety requirements.

12.2.4 Alternatives

The parties will consider such alternatives as, do the work internally; do part of the work internally and part externally; do the work externally and agree to acquire capability to do the work internally in future; or do the work externally.

Compliance with Article **12.2.4** during an outage does not **require** the company to reassign, redeploy, step-up and/or upgrade employees **actively** employed in core maintenance work.

12.2.5 Evaluation

The parties will evaluate the alternatives considering the impact on the customer, employees and the business. Such criteria as reliability of service to the customer, customer responsiveness, community impact, Company relations Impact, job continuity, ability to perform work, degree of overtime required for the work, availability of resources, cost, timeliness, quality, need for control over results, safety and impact on **environment** will be assessed.

The total effectiveness of the alternatives will be evaluated considering both the short and long term impacts. In given situations, certain criteria may be given a greater or lesser degree of importance.

12.2.6 Establishment of Thresholds

The establishment of the threshold is designed to remove from the process on a case by case basis certain issues relating to purchased services. The threshold will operate in such a way as to allow flexibility in local decision making. Any decisions regarding what is below the threshold will be non-precedent setting.

If there is a dispute with the union on whether the proposed purchased service is permitted by the threshold and there is no consensus, and if it makes sense in the circumstances the dispute will be resolved before the purchased service occurs. Lack of agreement on obtaining an advance resolution will not preclude the work from being performed, neither will it preclude the matter from being resolved under the **12.2.7** process.

The guidelines to determine whether a purchased service is **below** the threshold are as follows:

- . subject matter lacking in substance; or
- . any consequences are relatively insignificant; or
- . where the nature or consequences of the work which represents a purchased service is remote from work currently performed by the **PWU** on a continuing basis. For purposes of **clarity**, this does not mean geographically remote; or
- . emergencies; or
- . any work performed under a manufacturer's warranty, except where the manufacturer **authorized** the Company to do the work.
- . **Work being done for OPG by OPT and ISG at the point each company is spun off from OPG and work of the same nature done by these companies in the future, so long as the Union continues to represent the employees of these companies.**

Except in the case of an emergency, failure by the Company to supply the Union with the following information by fax or as otherwise agreed will result in the work in question being deemed to be above threshold. (In the case of emergency such decisions to use purchased services will be subject to the same **information** requirements, review and dispute resolution as non-emergency cases).

The Company **will notify** the Union of the:

- . Value of Work **as reflected** in **Tender/Contract/Bid** or Estimate Documents
- . **Scope** of the Work
- . **Location** of Work
- . Estimated Date of Commencement and Duration of the Work

Except in the case of emergency, **after** receipt of the above information regarding the work the union shall have three **(3)** working days to request an opportunity to discuss the proposed purchased service, failing which the proposed purchased service will be deemed to be below threshold.

The parties will make themselves available for discussion within three **(3)** working days of the request for a discussion.

Upon request, once the work has been performed the Company will provide the Union with the details of the final contract costs.

- (a)** Threshold grievances **will** be completed by the Chief Steward responsible for the **PSA** and presented to the line management person responsible for the work in question.

- (b) Line management must respond in writing to the grievance citing its position within **48** hours (as is required with all other grievances). Both parties should endeavour locally to complete a Record of Discussion form or an agreed statement of fact sheet.
- (c) The **PWU** office will assign a grievance number. Copies of the completed grievance and associated fact sheets or Records of Discussion forms should be sent to the **PWU** office and Labour Relations - Corporate Human Resources.
- (d) Grievances will be referred to Arbitration and scheduled through joint agreement between Labour Relations - Corporate Human Resources and the **PWU** office.
- (e) If it makes sense to do so, local discussions may take place with a view to resolving the threshold grievance up to the arbitration date.

12.2.7 Dispute Resolution Process

- (a) Mr. **Teplitsky** shall be appointed as Facilitator to **assist** the parties to resolve all issues of application and interpretation of **this** Article **with** the power and **authority** of an arbitrator under the Ontario Labour Relations Act but not subject to the Arbitrators' Act.
- (b) Any dispute between the parties relating to whether this Article applies to any decision to use purchased services or if a purchased service falls within the **categories** set out in **12.2.6** will be determined in an expedited manner by the facilitator whose decision shall be final and binding.
- (c) The Union will not be prejudiced in any subsequent case by a particular purchase of services. Similarly, the Company will not be prejudiced by any decision not to purchase services. This applies to all cases including threshold cases.

12.3 JOINT RESOLUTION COMMITTEE

12.3.1 Purpose

The purpose of this Joint Committee is to resolve disagreements, on a consensus basis in a timely and expeditious manner, as to whether proposed purchased services which are above threshold above may proceed. In its deliberations, the **committee** will consider the factors in items **12.0, 12.1** and **12.2**.

Prior to a meeting of the Joint Committee, the Company will provide the Union with the following information related to the proposed **PSA**:

- copies of the Tender or Request for Proposal documents, if there are any;
- an accurate description of the work which is the subject of the proposed **PSA**;
- accurate details on bids e.g., price, **scope** of the work as set forth in the bid;
- a full **cost** benefit analysis including incremental **costs** but excluding overhead **costs** which would be incurred.

12.3.2 Membership

The membership of the Joint Committee shall be as follows:

- (a) The facilitator Mr. **Teplitzky** who shall act as Chairperson:
- (b) One management and one union representative plus additional resources as required.
- (c) In the event of the parties not being able to reach a consensus decision the facilitator will have the power to make decisions. Mr. **Teplitzky** will have the authority to make such orders as he deems appropriate to give full affect to his decision(s) and to deal with any consequences his decision(s) might have in, the workplace.
- (d) Where either party **wishes** to proceed with a Purchased Services discussion which is above threshold, the parties will endeavour to complete discussion within **10** days of notice to the union in the prescribed form and that full resolution, including review by the **JRC**, will occur within **30** days of notification.

12.4 APPLICATION OF THIS ARTICLE

12.4.1 The **parties will jointly** develop and maintain an operating plan consistent with the provisions of this Article. **Such** plans will be approved by the appropriate Company **official** and the Power Workers' Union Vice **President**. Failure to jointly develop an operating plan will not adversely affect either party's **rights** under the provisions of this **Article**.

These operational plans will include:

- An approach for the development and delivery of joint training of decision makers
- An identification of the type of contracts that are not subject to an in-depth review.
- A guideline for a time table on how often contracts of a recurring nature must **be** reviewed under this Article.
- A process for joint review of potential contracts which involve work normally performed by **PWU** represented employees and other stakeholders.
- A process and a time frame for decision making.
- An internal process for dispute resolution.

12.4.2 Management and Union representatives may choose to jointly review the application of their operating plan and determine the need for changes at any time over the **life** of this agreement.

12.4.3 Until March **31, 2002**, At-tide **13, Article 14**, Mid-Term Agreement **PW-2 Contracting Out, PW-46-1, PW-46-1** Appendix A, and Mid-Term Agreement **PW-**

12 Future Agency Employees are suspended. Item 12.1 of this Article will apply to decisions regarding the use of agency employees.

The provisions in this Appendix and **Article 12.3.2 (c)** are to be applied to those situations where employees are given surplus status as a result of a joint or arbitrated decision to use purchased services to do the work normally performed by the affected employees. The definitions contained in Articles **10** and **11** will also apply to this Appendix.

1.0 JOINT EMPLOYMENT SECURITY COMMITTEE

The function of the Joint Employment Security Committee is to resolve disputes regarding the appropriate application of this Appendix.

The committee will **consist** of six regular members, three representing the Union and three representing the Company. Two additional members from each party may be added from a work unit affected by the surplus situation under consideration. Meetings may be called by either party.

In all disputes referred to the committee for settlement, the committee's decision will be final and binding on **both** parties.

In the event that the Joint Employment Security Committee is unable to resolve a dispute, it will be **referred** to Mr. **Tepitsky**. The intention of both parties is to have a speedy resolution of the dispute. Verbal decisions which will be confirmed by a written decision will be acceptable and all decisions **are** final and binding on both parties.

2.0 EMPLOYMENT SECURITY

The provisions of this Appendix will apply to a regular employee with **two (2)** or more years' seniority **who** becomes surplus from his/her position as a result of contracting out the work normally performed by that employee. The effect of decisions to use purchased services on **PWU** members will be **minimized by accommodating** required staff reductions wherever possible by attrition, transfer to other jobs or retraining. **Redeployment/career** counselling will be made available to affected staff **when** they are notified of their surplus status. Training and career options will be discussed and incorporated into the redeployment plan. Reasonable training and educational leave will be applied as appropriate. The provisions of this **Article** will not apply to regular-seasonal employees.

The definitions contained in Articles **10** and **11** will also apply to this Appendix.

For the purposes of determining if the employee has sufficient seniority to qualify for this Appendix, his/her seniority will be counted up to the surplus date.

2.1 Surplus Identification

When a decision to contract out results in a surplus in a classification in any work site the least senior employee in that classification in the work site shall be identified as surplus. Such employees will be able to apply for vacancies as per Article **10**.

2.1.2 If an employee with **five (5)** or more years seniority has not been selected to a vacancy within one **(1)** year **after** the surplus date, or an employee with two **(2)** years but less than five **(5)** years' seniority has not been selected to a **vacancy** within sixteen **(16)** weeks **after** the surplus **date**, **he/she** will be given displacement rights as contained in **Article 11** and all other terms and conditions of **Article 11** will apply. At this time all other provisions of Appendix A will cease to apply.

2.1.3 The one **(1)** year period for employees **with five** or more years' seniority and the sixteen week period for employees with two or more but less than five years' seniority is designed to allow employees not selected to vacancies to avail themselves of the retraining and **reskilling** opportunities outlined in **2.0** prior to any displacement as per **Article 11**.

2.2 Wage and Salary Treatment

2.2.1 Seniority - Five Years or More

The employee's grade and progression step shall be 'maintained and negotiated increases shall apply for-one **(1)** year from the surplus date regardless of placement. If the employee accepts a vacancy in a lower-rated classification his/her dollar rate shall be frozen at the end of the one **(1)** year until the rate for the classification equals the employee's dollar rate, at which time the normal wage and salary treatment shall apply.

2.2.2 Seniority - Two Years - Less than Five Years

The employee's grade and progression step shall be maintained and negotiated increases shall apply for sixteen **(16)** weeks from the surplus date regardless of placement. If the employee accepts a vacancy in a lower-rated **classification his/her** dollar rate shall be frozen at the end of sixteen **(16)** weeks for a period of three **(3)** months at which time a four percent **(4%)** reduction in rate will take place. Subsequent reductions of four percent **(4%)** will take place annually, thereafter until the maximum rate for the lower-rated job is reached.

2.3 General Conditions

2.3.1 **Notwithstanding** the provisions of this Article an employee who is within five years of normal retirement or within five years of eligibility for undiscounted pension when faced with displacement or layoff, **with joint** agreement may be given special **consideration** for work site **protection/preference**.

-Notwithstanding the provisions of this Article, the parties may make special arrangements for employees who are disabled to the extent that alternative employment would be difficult to **find**.

2.3.2 **Where** vacancies are mentioned **throughout this** Appendix this should be read to apply to both vacancies and placement **opportunities**.

2.4 Moving Expenses

Prior to Article **11** applying, an employee who is Identified as surplus as per this Appendix and is required to relocate his/her residence shall receive moving expenses in accordance with the provisions of Part A, Item **26**. Such moves will be treated as Company-initiated moves.

ARTICLE 13
EMPLOYMENT SECURITY PLAN¹⁰

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13.0 PURCHASED SERVICES

During the term of this Collective Agreement, no regular employee will be declared surplus in his/her position as a result of the use of purchased Services to perform the work normally performed by that employee.

13.1 Employment Security

Numerous factors may affect the nature and methods of accomplishing work. Changes in work patterns cannot be prevented but the effect of such changes on regular employees should be **minimized** as much as possible. The effect of such changes on **PWU** members will be **minimized** by accommodating required staff reductions wherever possible by attrition, transfer to other jobs or retraining rather than layoff.

The provisions of this Article will apply to a regular employee (including those covered by Part 'E', Construction Technical, Item **6.0**) with five or **more years** seniority who becomes surplus from his/her position as a result of contracting out the work normally performed by that employee. The provisions of this Article will not apply to regular-seasonal employees.

Employees who become surplus for reasons other than contracting out will be entitled to Article **11** as applicable.

The definitions contained in Articles **10** and **11** will also apply to this Article.

For the purpose of determining if the employee has sufficient seniority to qualify for Article **13**, his/her seniority will be counted up to the surplus date.

13.2 Joint Employment Security Committee

The function of the Joint Employment Security Committee is to resolve disputes regarding the appropriate application of Article **13** versus Article **11**.

The committee will **consist** of six regular members, **three** representing the Union and three representing the Company. Two additional members from each party may be added from a

¹⁰This Article is suspended for the term of this agreement.

work unit affected by the surplus situation under consideration. Meetings may be called by either party.

In all disputes referred to the committee for settlement, the committee's decision will be final and binding on both parties.

In the event that the Joint Employment Security Committee is unable to resolve a dispute, it will be referred to an expedited arbitration process. The intention of both parties is to have a speedy resolution of the dispute. A list of arbitrators will be agreed upon who are prepared to meet on short notice (within seven days) and to render a decision within **14** days. Verbal decisions will be acceptable and all decisions are final and binding on both parties.

13.3 Application

When a surplus is identified in a classification in any location, the least senior employee in the surplus classification in the location shall be declared surplus.

Employees will be **notified**, in writing, a minimum of three months in advance of their surplus date. A copy of the notice shall be **sent to** the **PWU** office and the Divisional Chairperson.

13.4 Selection

The criteria for selection of qualified applicants will be in accordance with Article **11.4.2** and are repeated here for **ease** of application.

The following selection criteria apply to vacancies and placement opportunities in equal- and lower-rated classifications:

1. For non-supervisory vacancies, the senior qualified surplus regular employee applicant will be selected.
2. Placement opportunities will be filled from among the qualified surplus applicants so long as there are qualified surplus applicants. For selection to a placement opportunity in an equal classification (if the equal classifications have been determined at the time the applications made), the senior qualified surplus regular employee applicant **will** be selected.
3. Selections to supervisory positions will continue to be governed by Article **10.1.3A** except when the vacancy is in the same classification as the surplus employee in which case the senior surplus applicant shall be selected.
4. If a **surplus applicant** is selected to a **vacancy** he/she must render his/her decision within **three working days** of the offer **being** made. Failure to do so will be considered a rejection of the offer and will not affect **his/her** further treatment under this article.

When there are no qualified surplus applicants, management will assess the capability of the surplus applicants to become qualified in a reasonable period of time. Management will select from among those assessed to be qualifiable in a reasonable period of time.

Employees covered by this plan will be given surplus priority consideration from the date of notification until eleven months **after** the surplus date. The selection priority will be the same as detailed in Article **11.4.3** which are repeated here for ease of application.

The following applies for equal and lower rated vacancies.

Each category will be considered independently and in the order indicated.

1. Surplus employees represented by the **PWU** and surplus managerial services **employees¹¹**.
2. Employees who were required to displace someone in a lower classification as a result of being surplus and who were previously in the classification that is now vacant.
3. Persons on the recall list whose occupational group contains the vacant classification.
4. As per Article **10**.

13.5 Wage and Salary Treatment

The employee's grade and progression step shall be maintained and negotiated increases shall apply for one year from the surplus date or until the date the employee accepts a vacancy/placement **opportunity** whichever comes first.

If the employee accepts a vacancy/placement opportunity in a lower-rated classification, **his/her** dollar rate shall be frozen until the rate for the classification equals the employee's dollar rate, at which time the normal wage and salary treatment shall apply.

13.6 Displacement

If the employee has not been selected to a vacancy/placement opportunity within one year after the surplus date he/she will be given displacement **opportunities** available in Article **11** and all other terms and **conditions** of Article **11** will apply, except for Article **11.4**.

All other provisions of Article **13** will cease to apply.

¹¹Managerial **services** employees in **this context means** employees **paid from** salary schedule **16** with the following exceptions: **security** guards, **fire** and safety inspectors, **first** aid attendants, and **project** medical attendants.

NOTE

Employees of the construction field forces will not be entitled to the displacement opportunities of Article 11. They will be covered by the displacement provisions of **Part E**, Construction Technical, Item **6.0**.

13.7 General **Conditions**

An employee who is within five years of normal retirement or within five **years** of eligibility for undiscounted pension or an employee who is disabled to the extent that alternate employment will be **difficult** to obtain, may by agreement between the Company and the Union, be given special **consideration** when faced with displacement.

One year's additional seniority shall be allowed stewards and chief stewards for the determination of which employees are surplus within the electoral unit of the chief steward.

An employee who is assigned temporary duties or who accepts a vacancy will assume the working conditions of the position.

A surplus employee who is required to relocate his residence, shall receive moving expenses in accordance with the provisions of Part 'A', Section **26.0**. Such moves **will** be treated as the Company initiated moves.

ARTICLE 14 EMPLOYMENT **SECURITY** AND WORK ASSIGNMENT*

14.0 It is the Company's intent to use regular staff to perform most of its work of a continuing nature. Furthermore, the Company will strive to provide regular staff **with stability** of employment.

The Working Paper on Staffing and Employment dated March **15, 1985** states Management's intentions with regard to continuity of employment for regular staff and proportions of work expected to be undertaken by regular staff. For at least the term of this Collective Agreement, the Company will not reduce the stated proportions of work to be done by regular staff.

At the end of each six-month period commencing January **1987**, the Company will prepare a statement showing the proportions of work done by regular staff and make this information available to the **PWU**.

It is understood that the Working Paper on Staffing and Employment, as distinct from the terms of the above provisions, does not form part of the Collective Agreement and is not subject to the grievance and arbitration process.

¹² This Article is suspended for the term of this agreement.

14.1 Work Assignment

1. It is understood that the assignment of work to purchased services does not convey a right to such work in the future, nor does it create any precedent with respect to **future** assignment of such work to purchased service employees by the employer.
2. It is agreed between the parties that no more than **450** the Company tradespersons **will** be assigned by the Company at any one time under the **EPSCA** Maintenance Assist agreement to perform work for the Company. The Company agrees to inform the Union of the number of Company tradespersons assigned under the **EPSCA** Maintenance Assist agreement on a monthly basis.

ARTICLE 15 SUCCESSOR RIGHTS

The employer agrees that it will not directly or indirectly request government to exempt the Company or the Union from the successor rights provisions of the applicable labour relations legislation.

The successor rights provisions of the applicable labour relations statute shall be incorporated by reference into this collective agreement. No **board of** arbitration established pursuant to the grievance and arbitration **provisions** of this contract has jurisdiction to make **any** decision within the jurisdiction of the Labour Relations Board and nothing herein is intended to affect the jurisdiction of the Labour Board to resolve disputes related to the application of the **provisions** of the statute. For purposes of **s.48** of the Ontario Labour Relations Act and **s.57** of the Canada Labour Code, the Ontario Labour **Relations Board** or the Canada Labour Relations Board shall be deemed to be a Board of Arbitration for the **resolution** of disputes related to the interpretation, application, administration or alleged violation of **this** provision of the collective agreement. The remedial powers of the Labour Board shall be as set out in the relevant statutory provisions governing successor rights.

ARTICLE 16 DURATION OF THE AGREEMENT

This agreement shall come into effect es of the **1st day of April 2000**, and shall remain in effect until **the 31st** day of March **2002**, 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.

ARTICLE 17
Decontrol

1. In this **Article**, decontrol shall mean any sale, lease, transfer or any other transaction between the Company and any other entity, by **virtue of which** the control over any part of the Company's business or assets becomes held by such other **entity** and the Company's employees become employees of a new employer.
2. The Company **recognizes** the Importance of securing for **employees** opportunity for **continuing** employment with **successful** bidders and are committed to **securing** such opportunity for employees in a **facility** to be decontrolled.

The **PWU** and the Company **will, prior** to a new employer commencing operations, ask employees employed at the **station** to state their intention to continue employment with the new employer.

The Company and the **Union agree** that issues may **arise** with respect to employees who refuse **on-going** employment **opportunity** with the new employer.

Therefore, the **parties** agree as follows:

1. At a time selected by the employer, in **consultation with** the **Union**, but not later than **60** days before the new employer commences **operating** the business, employees at the station **will be** asked to state in writing their **intention** to accept **continuing** employment with the new employer.
2. The **Union** and the Company **will** attempt to resolve all issues which arise upon the refusal of any employee to accept **continuity** of work **with** the new employer.
3. If there is no agreement on issues relating to employees who decline **continuing** employment with the new employer, the issues will be **submitted** to an expedited **mediation/arbitration** process. **Martin Teplitsky Q.C.** will be the **mediator/arbitrator**. The **mediator/arbitrator will** have complete and unfettered discretion to make any award which he **considers fair** and reasonable in all of the circumstances.
3. The Company agrees that it shall **provide in writing** to the **Union** at the **earliest possible** time after selection of the successful **bidder** but in any event **prior** to the **time** period in paragraph one (1) above, all **available** information **relating** to the new employer that is relevant to employees and that is not confidential.
4. **Effective** on the date the Company **officially provides** the union **with a listing** of the staff positions and numbers to be transferred to the new employer the **following will apply**:
 - i. **OPGI** employees located outside of the **station** shall not be **entitled** to displace any employee in the station.

- ii. **Subject** to (ii), an employee who **successfully** applies for a vacancy at the **station** shall thereafter **exercise seniority rights within** the station and **will** have no seniority rights enforceable **outside the station notwithstanding** any other provision of the **collective** agreement.
- iii. Employees at the station may apply for vacancies outside the **station** in accordance with the **applicable provisions** of the collective agreement up **to 60** days prior to scheduled date for **closing of transaction** but not **thereafter**.
- iv. An employee in the **station** who is declared overcomplement by the Company **prior** to the date of **closing** shall have full **rights** under **Article 11**.
- v. An employee at the **station** who is **eligible** for retirement under the Rule of **82** on or **before the date** of **closing** of the transaction to decontrol may make an irrevocable **election** **within 60** days **prior to the closing** date that **they** wish to retire **effective** on the **closing** date. Should an employee make a decision to **retire** they will **retire effective** on the date of the closing and **receive** a lump sum payment equal to one year's base **salary**. This amount **will be paid** as a **retirement** allowance: The employee may **direct** all or a **portion** of this payment into an **RRSP** up to the amount **permitted** by law. The employee shall **provide** the Company **with** the **TD2** form **directing** the payment **into his/her RRSP**.
- vi. If, **within eighteen** months of the **closing**, the successful **bidder** reduces the total complement of employees at the station which results in the permanent layoff of former **OPGI** employee(s) who had **continued** employment, the employee(s) permanently **laid off** **will** be entitled to a one **time** lump sum payment of one week per year of **service with OPGI** and the successful **bidder**. The **obligation** to pay the **laid off** employee is **contingent** upon the **employee being** severed from employment without recall rights **with** the successful bidder.

The additional payment of one week per year of **service** **will** not apply where the permanent layoff **is** due to:

- **Strike**
- **Lockout**
- **Accident or catastrophic** event
- **Force Majeure/natural** disaster
- **Temporary Plant** shutdown

The **obligation** to make the **payment of one** week par year of service **will** not apply If any employee has **successfully** challenged the layoff for any reason and has **filed a grievance successfully** seeking **reinstatement**.

VII An employee who is not afforded the **opportunity** for **continuing** employment by the new employer shall have full **rights** under Article **11**.

Signed
Ontario Power Generation Company Inc. (Nuclear)

Vice-President, Labour Relations

Sr. Vice-President,
Corporate Human Resources

Signed
Power Workers' Union
Canadian Union of Public Employees - Local **1000**

President or Delegate

Witness as to signatures above written on this paper:

Bargaining Committee Member

Bargaining Committee Member

Bargaining Committee Member

duly appointed to execute this Agreement on behalf of the Union.

PART A

GENERAL ITEMS

(Note:
Items Related to Construction Field Forces
Are as Specified in Part **E**)



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PART A
GENERAL ITEMS

1.0 EMPLOYEE CATEGORIES

All employees fall into one or the other of four principal categories as outlined below.

1.1 Probationary

This category describes persons taken on strength on a probationary basis with the prospect, if their services are found satisfactory, of a change of category to Regular full-time or Regular part-time (Section 1.2, following).

1.2 Regular

Regular employees are those employees who, having satisfactorily met the job requirements, are judged medically fit by the Health and Safety Division for positions which are part of the continuing organization of the Company. They must have served the required time in a probationary category which is part of the Company's continuing organization, or in a temporary category which becomes part of the Company's continuing organization.

1.2.1 Regular Full-Time

Regular full-time employees work the regular hours of the classification into which they are hired.

1.2.2 Regular Part-Time

The establishment of a regular part-time position is a joint decision of local management and the chief steward made in a spirit of trust and co-operation. The parties will ensure that regular part-time positions are appropriately used to maintain corporate effectiveness, not to split a regular full-time position.

Regular part-time employees are regularly employed on an average of 24 hours or less per week calculated on a monthly basis. They are employed for a minimum of 16 hours per month. Regular part-time employees are treated as regular employees except where noted otherwise.

Pro-Ration Formula: The regular part-time employee benefit pro-ration formula is calculated based on the hours worked by the regular part-time employee expressed as a percentage of the normal scheduled number of hours for the classification. Where the number of regular part-time hours vary in a week it will be necessary to calculate this percentage over a jointly agreed upon extended period to get an accurate figure.

1.2.3 Regular - Job Share

Regular full time employees interested in job sharing arrangements shall find an appropriate partner from the same work location with similar skills and the same or lower terminal rates. These employees must establish an acceptable arrangement between themselves before approaching Management with the request.

Upon attaining agreement between Management and the employees, the job share arrangement will operate for a trial 6 month period. Following the 6 month trial period, the arrangement will:

- (a) be considered a temporary arrangement and be extended by a maximum of six (6) months at which time the arrangement will end,

OR

- (b) be considered a permanent job share arrangement. At this time the vacated position will be posted and filled in accordance with Part 'A', Item 17.0. In the case of the permanent job share arrangement, the incumbents are required to remain in their arrangement until one partner permanently leaves the job share. At that time, the other partner is required to assume responsibility for the full-time position on 30 days' notice.

Employees engaged in a job share work arrangement are regular part-time employees for the purposes of benefits administration. Employees in job share arrangements will revert to regular full-time status for the purposes of application of Article 10, and Article 11.

Service credit for time spent in job sharing arrangements will be calculated on a pro-rata basis.

1.3.1 Regular-Seasonal "A"

Regular-seasonal "A" employees are those judged medically fit by Health Services for the position involved, who have attained one year accumulative service, and who are steadily employed through the year, except for short term layoffs. In addition, temporary employees engaged in work which is not of a continuing nature, shall be afforded regular-seasonal status upon attaining 12 months' accumulated service.

Regular Seasonal "B"

As one of a number of efforts to deal with overcomplement staff and also to improve the efficiency of outage execution, it is proposed to increase the use of Regular Seasonal "B" staff.

The general conditions for these Regular Seasonal "B" employees are as follows:

a) To enter **this classification** you must:

Sever under Article 11 and move into the **Regular Seasonal "B" employee** category based on **seniority** until the **category is staffed to complement**. If not enough people apply then management **can direct hire from the street**.

A regular employee is required to sever **his/her** employment as a regular and be **re-employed** as a Regular Seasonal "B". Management will ensure a **letter of offer to a regular seasonal B position** is in the employees hands **prior to his/her severance request**.

b) A Regular Seasonal "B" employee will be notified by November 30 and May 31 of the approximate timing and duration of their work assignment for the period starting the following January 1 and July 1. Employees will be notified at least one (1) week before the start of their work assignment. These work assignments shall aggregate at least 20 weeks or 800 hours in duration. They will occur in not more than four (4) occasions. Each occasion is to be four (4) weeks or 160 hours, or greater. Failure to accept will remove their name from future Regular Seasonal "B" assignments unless joint agreement is reached for extenuating circumstances e.g., death in the family or illness.

c) A Regular Seasonal "B" employee can be requested to work at other times for a minimum of two (2) weeks. Failure to accept has no consequence.

d) Floaters are earned at the rate of one (1) per seven (7) weeks (280 hours) and can be taken as mutually agreeable. Any unused floaters will be paid out at the conclusion of the assignment.

e) Vacation is earned at the rate appropriate to service as outlined in Part "A", Item 6.3 and is paid out at the end of the assignment.

f) A Regular Seasonal "B" employee shall accumulate sick leave as per temporary employees (0.5 days per month – Part "A", Item 16.2.4).

g) Overtime shall be paid as per the collective agreement.

h) A Regular Seasonal "B" employee will be paid 15% in lieu of benefits, including pension.

i) A Regular Seasonal "B" employee will not have rights under Article 11. Their displacement rights are outlined below.

Note: Part A – Item 1 will be amended to **accommodate this classification**.

j) Management will determine the size and composition of the regular seasonal crew.

The crew **size will not exceed 20%** of the total work **force of each trade** at that **location**.

Displacement - Regular Seasonal "B"

1. A Regular **Seasonal "B"** employee can **displace** a temporary employee in an equal or lower **classification in his/her occupational** group **within his/her worksite/centre.**
2. If **1. above is not available, a Regular Seasonal "B" employee can displace an agency employee in an equal or lower classification in his/her occupational** group **within his/her worksite/centre.**
3. **If 2. above is not available, employment is terminated.**

1.4 Temporary

Temporary employees are hired to perform work that is expected to last for a short period of time or to **perform** work in place of a regular employee who is absent from his/her position.

For temporary full-time and temporary part-time employees, accumulated service shall **mean** the period of employment during **which** there has been no break in employment exceeding five months. **Note that for pay purposes only for temporary full time and temporary part-time employees, accumulated service shall mean the total of all periods of employment.**

Benefits for temporary employees **will be as outlined** in Part A, item **16.0.**

1.4.1 Temporary Full-Time

Temporary full-time employees **work the regular hours** of the classification into **which** they are **hired** and may be engaged for up to **12** months of accumulated service.

1.4.2 Temporary Part-Time

Temporary part-time employees are employed for a **period** of up to **12** accumulated months on an average of **24** hours or less per week (calculated on a monthly basis). Temporary **part-time** employees are treated as temporary employees except where noted otherwise. Benefits are prorated the same as regular part-time employees.

To ensure that temporary part-time employees are properly classified as temporary, an assessment is to be made as to the regular or **temporary** status of the position whenever the temporary part-time employee is employed for twelve **continuous¹** calendar months. This assessment is subject to the grievance **procedure.**

This assessment is made based on the definition of a regular part-time position, **i.e.** the work is of a continuing nature with a minimum of **16** hours in a calendar month. If the position is determined to be temporary **this** will be conveyed to the Chief Steward (the employee should be given an end date and **will remain** temporary).

¹ **If an employee commences on January 20th and works any portion of a calendar month for 12 continuous months, they will have 12 continuous calendar months service on January 20th of the following year.**

If the position is determined to be **regular** part-time, a **joint** discussion must take **place** as **per** the Regular Part-time provisions in **the** agreement **prior** to the position being posted. If **the** Incumbent's employment exceeds **12** continuous months the incumbent will be given regular **part-time** status and **the** incumbent's seniority **will** be **calculated** on a pm-rated basis.

If as a result of the assessment above, the position is Still temporary part-time at the **12** month accumulated service mark one of the following options must be selected:

- 1) the job is posted as a regular **part-time**. This decision is a joint decision as per regular part-time **provisions** In the agreement.
- 2) The Steward agrees to an extension of the temporary **part-timer's** service for a specific period and the employee retains temporary status.
- 3) The temporary part-timer is terminated.

Accumulated service applies to temporary employees Such employees do not have either **seniority** or service credit.

2.0 REGULAR STATUS

Appointments to regular status is contingent on satisfactorily meeting the Company's medical **requirements**.

1. Probationary employees must serve a **minimum** of three months on probation. If service is satisfactory, they may be accorded regular status at that **time**. A period of not more than three more months can be used as a further period of probation If it is needed. At the end of this further period, employees must either be made regular, transferred to another position or **dismissed**. Regular part-time probationary employees must serve up to **six** calendar months on probation.
2. Temporary employees engaged in work of a continuing nature, shall be afforded regular status upon attaining **12** months accumulated **service**. In such circumstances the employee's position **will** be considered to be a vacancy. If the former temporary employee is not selected, to this vacancy he/she **will** be declared surplus in accordance with **Article 11**.
3. Temporary employees engaged in work which is not of a continuing nature, shall be afforded regular seasonal **"A"** status upon attaining **12** months accumulated service.

3.0 ANNIVERSARY PROGRESSION

Progression dates shall **be** calculated from the date of appointment or promotion to the position. Subsequent salary adjustments shall, be on anniversary dates except as otherwise **specified** on the appropriate wage schedule.

NOTE

- (a) The progression date for a regular part-time employee who works on **average 50%** or more of the base hours of the full time classification for the year **will** be at the completion of one and one third years of service.
- (b) The progression date for a regular part-time employee who works on average less than **50%** of the base hours of the full time classification for the year **will** be at the completion of two years service.

As a regular practice employees shall **automatically** progress from minimum to maximum as indicated in the respective **wage** schedules subject to the following:

3.1 Withholding Progression (Unsatisfactory Performance)

If an employee fails to make satisfactory progress his/her progression may be withheld for a period of six months. (**8** months for a regular part-time employee working **50%** or more of the base hours; **12** months for regular part-time employee working less than **50%** of the base hours.)

In taking this action the Company shall **provide** the employee with one month's notice and the reason **for the** withholding.

The performance of an employee whose progression has been withheld as above will be reviewed within seven months (nine months for a regular part-time employee working **50%** or more of the base hours of the **classification** and fourteen months for regular part-time employee working less than **50%** of the base hours of the classification). If progress and general performance are found to be satisfactory, progression shall be granted. If not, the employee shall be either transferred or dismissed.

If at the **time** of this review the employee's progress and general performance were found satisfactory and if six months after the review his/her performance has continued to be satisfactory, he/she may be granted the next step in his/her progression.

This will then re-establish his/her **original** progression status.

If an employee in a **recognized** hourly-rated training program has not reached the acceptable level of performance his/her progression may again be withheld in accordance with the above. Progression to the **journeyman** or job rate will not be delayed by more than six months.

3.2 Deferral of **Progression** (Absences from **Work**)

When an employee has been absent from work for a period in excess of three months, excluding approved vacation, **his/her progression** may be deferred without **prior** notice for a **period** of time not to exceed the length of the absence. **Subsequent** progression dates may be adjusted **accordingly**.

4.0 **RETROGRESSION POLICY**

The term 'retrogression' is used to indicate a **gradual** reduction in pay to predetermined adjusted rate.

4.1 **Where Applicable**

1. **Retrogression** shall apply where a **regular employee** becomes unable to perform the duties of a job for which he/she is receiving the standard rate and is transferred to a lower-rated job because of:

- (a) A disability caused by accident or **illness**.
- (b) **Inability to cope with increased responsibility** due to change in job content.
- (c) Where the unsatisfactory **performance** is due to faulty **selection and the** employee has **served in the position for a period** of at least one year.

Any **retrogression** for medical reasons is subject to ratification by the Chief **Physician/Manager** Health Services.

2. **Retrogression** shall not apply where:

- (a) An employee has less than ten **years'** established service credit.
- (b) The change to the lower-rated job is made at the request of the employee to escape heavy work or **responsibility** or for personal reasons.
- (c) The change to the lower-rated job is made necessary for unsatisfactory job performance due to causes **other** than in Section **4.1(1)**.

NOTE

Where retrogression does not apply, the **employee** will receive the job rate for the new **job** effective at the **time of transfer** to the new job.

4.2 How Applied

The Company will endeavour to **provide** an employee to whom Section 4.1(1) applies with work he/she is capable of performing. **His/her** rate of pay shall be calculated as follows:

1. A new rate for the employee will be calculated at the time the employee is retrogressed. This is **calculated** by **adding** to the base rate of the new classification an **additional two and one-half percent (2.5%)** (except as **specified** below) of the **differential** between the base for the new job and the **base** rate for the employee's former job for **each** year by which **his/her** continuous service exceeds ten years at the time of transfer. For **regular part-time employees**, the new rate is calculated on an **hourly basis**. For employees **with 25 or more years** of service, where the reason for **retrogression** is one of 4.1(1)(a) or (b), five percent **(5%)** is used in the calculation **instead** of two and one-half percent **(2.5%)**.

The calculation determines **the** rate to which the employee's pay **will** be reduced.

2. The reduction in rate will take place in steps each amounting to but not exceeding **approximately four percent (4%)** of **his/her** former base rate. (Hourly rate for regular part-time **employees**.) The **first** step shall occur **three** months after he/she has been transferred to the new job. The **subsequent** steps shall occur at six-month intervals **until** the rate determined in 4.2(1.) has been reached.
3. **Where** the **retrogressed** employee is **unable** to do the job to which **he/she** has been retrogressed and demotion to another **job** is necessary, the rate for **this** new job shall **be** based on the **differential between** the base rate of the **original** job from which he/she has been retrogressed and the base rate of his/her new job.
4. While retrogression is in progress and after retrogression is completed, increases in pay that **occur will be applied** only to the base rate for the new job and the retrogressed employee **will only receive** a benefit when the base rate for the new job exceeds **his/her** adjusted rate.
5. It shall be the **responsibility** of each Human Resources **Manager/Officer** to advise the Union **in writing** when any employees are placed on retrogression. This information will **be provided** to the Union as **soon** as possible but in any **case** before the reduction in rate **specified** in 4.2(2.) takes place.

4.3 Special Provisions

1. Retrogressed employees who are **within 10** years of being eligible to retire without **discount** or who are within **15** years of normal retirement, shall have their rate **frozen until** the rate for the job being performed catches up to the **frozen** rate.
2. An employee with **20** years' **service** who is retrogressed for medical reasons related to the **working** conditions and job **environment** during a **significant** portion of **his/her** employment **with** the Company, **will have** his/her wages maintained until **he/she** is eligible for an **undiscounted pension**. The wage rate will be frozen **thereafter**.

The **medical** reasons will be reviewed/ and assessed by the LTD Review Committee.

3. If, in the opinion of the LTD Review Committee, an **employee** is retrogressed because of a serious injury that resulted from an **on-the-job accident** with the Company, he/she will have **his/her wages maintained until** he/she is eligible for an undiscounted pension. This provision will apply to **all regular employees** regardless of service.

4. An **employee with ten years' service** who is retrogressed because of a **muscular-skeletal repetitive strain injury or injury arising therefrom, which is deemed compensable by the WSIB and relates to his/her working conditions with the Company** will have **his/her wages maintained until eligible for an undiscounted pension. The wage rate will be frozen thereafter.**

The **medical** reasons will be reviewed and assessed by the LTD Review Committee.

4.4 **Nothing in this regulation will override special commitments that have been made by the Company that in certain instances rates of pay will be maintained.**

5.0 SERVICE CREDIT

5.1 Introduction

This item defines **service credit** and describes the basis for calculating **service credit** for all purposes except those of the Pension and Insurance Plan which are covered in the Ontario Hydro Pension and Insurance Plan Rules.

The application of such **service credit** to **vacations, LTD, sick leave and other benefits** will continue to be governed by the **appropriate** instructions/

5.2 Service Credit Calculation

In most cases the **service credit** of a regular **employee** is that **employee's seniority**. The exception to this can be found in Article 10.1.2 where an **employee** who is appointed to a position within the PWU jurisdiction from a bargaining unit which restricts seniority to its own membership, has **his/her seniority limited** to service within the PWU bargaining unit.

Seniority applies to regular, regular-seasonal, and **probationary** employees only.

Temporary employees have accumulated **service** only.

Service credit will not be granted for absences without pay of greater than **15** days with the **exception** of:

1. Normal and Extended Pregnancy/Parental/Adoptive leave.
2. **Elected** Union **officials absent** on Union business.
3. Medical **leave** of absence.
4. **Time** off in lieu of overtime worked.

5.2.1 Regular Employees

Service credit shall be the period of employment with the Company and any **service** restored as per **Part A**, Item **5.3**.

5.2.2 Temporary **Full-Time** and **Part-Time** Employees When Granted Regular Status

When temporary employees are granted regular or regular-seasonal status, **service** credit shall be granted for all previous **full-time service** and on a pro-rata basis for all **part-time** service.

5.3 **Restoration of Service Credit**

Regular employees who **terminate and** are reemployed to a continuing **position** shall have their **service** credit restored. Proof of past **service** must be provided by the employee in the **first 60** days of **re-employment unless** the Company is **capable** of providing the proof within the first **60 days** of re-employment. **They** shall not **be required** to serve a **further probationary period**. No service credit **will** be allowed **for** the period between termination and **re-employment**. Regular employees who were formerly employees of **Ontario Hydro** shall have **their service credit restored as per Article 10.4**.

Former regular employees who are rehired for temporary **full-time** or temporary part-time assignments will not be granted regular status upon rehire. Former regular-seasonal **employees will** retain regular-seasonal **"A"** status when rehired for a temporary assignment, **within one** year of their last **termination** date.

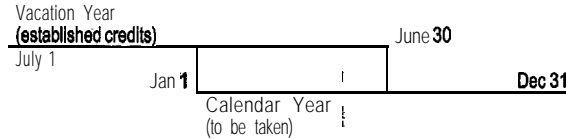
6.0 VACATIONS

6.1 General Policy

Whenever possible, vacations **will** be granted at dates requested by the employees, but in view of the Company's **role** in providing a **vital service** at all **times**, the Company reserves the right to determine the dates when vacations may be taken.

6.2 Relationship between Vacation Year and Calendar Year

For the purpose of calculating vacation allowances, the vacation year commences July 1 of the previous year and ends June 30 of the calendar year in which the vacation is to be taken.



6.3 Vacation Entitlement

Definition: The Employment Standards Act states that every employer shall give to each employee a vacation with pay of at least two weeks upon the completion of each 12 months of employment. The amount of pay for such vacation shall not be less than an amount equal to four percent (4%) of the wages of the employee in the 12 months of employment for which the vacation is given.

Wages are defined as any monetary remuneration payable by an employer to an employee under the terms of a contract of employment as well as any payment under the Employment Standards Act except vacation pay. Included in wages are termination pay, overtime pay, holiday pay, sick pay, equal pay adjustments, shift differentials, premiums for weekend or holidays, on-call and standby.

Wages do not include vacation pay previously paid in the 12-month period, supplementary unemployment benefits, tips or other gratuities, gifts and bonuses that are dependent on the discretion of the employer and are not related to hours, production or efficiency. Also excluded are travelling allowances or expenses, contributions made by an employer to pension funds, unemployment insurance, death grants, disability plans, accident plans, sickness plans, medical plans, nursing plans or dental plans.

Where an employee receives a greater benefit for vacation or vacation pay, that benefit will prevail over the conditions set out in the Employment Standards Act.

The amount of pay for Q vacation shall be not less than an amount equal to four percent (4%) of the accumulated wages of the employee in the 12 months of employment for which the vacation is given and in calculating wages no account shall be taken of any vacation pay previously paid.

Regular Employees

A regular employee shall be eligible for a vacation of:

Less than One Year's Service by June 30: One working day for each full month of service completed between June 30 of the previous year and July 1 of the current year up to a maximum of two weeks (10 working-days).

The employee shall be paid four percent (4%) of the accumulated wages in the year for which the vacation is given.

For One Year and Less Than Three Years' Service: 10 working days (two weeks) annually. Vacation pay shall equal 10 days' base earnings or four percent (4%) of accumulated wages, whichever is greater.

For Three to Seven Years of Service: 15 working days (three weeks) annually when an employee has completed from three to seven years of service by the end of any calendar year. Vacation pay shall equal 15 days' base earnings or four percent (4%) of accumulated wages whichever is greater.

For Eight to Fifteen Years of Service: 20 working days (four weeks) annually when an employee has completed 6 to 15 years of service by the end of any calendar year. Vacation pay shall equal 20 days' base earnings.

For Sixteen to Twenty-Four Years of Service: 25 working days annually when an employee has completed 16 to 24 years of service by the end of a calendar year.

Vacation pay shall equal 25 days' base earnings.

In the year in which the employee is first eligible for 25 working days' vacation, he/she shall be granted it in one continuous period if he/she so requests.

NOTE

Employees hired on the first working day of January shall be deemed to have completed a calendar year on December 31 of the same year.

For Twenty-Five or More Years of Service: 30 working days' vacation in the calendar year in which he/she completes 25 years of service, and in each succeeding year.

Vacation Bonus

In the calendar year in which a regular employee completes:

- 26 years' service - 1 day's base pay
- 27 years' service - 2 days' base pay
- 28 years' service - 3 days' base pay
- 29 years' service - 4 days' base pay
- 30 years' service - 5 days' base pay
- 31 years' service - 6 days' base pay
- 32 years' service - 7 days' base pay
- 33 years' service - 6 days' base pay
- 34 years' service - 9 days' base pay
- 35 years' service - 10 days' base pay and beyond

The vacation bonus shall be calculated on the **employee's** base rate of pay as of July **1st** of the year in which the bonus is payable. These bonuses are payable on the closest payday to July **1st** of each year.

Regular Part-Time Employees

Regular part-time employees are eligible for **paid** vacation time **off**. The entitlement is based on calendar years of service and payment for time **off** is calculated on a pro-rata basis. (Ref. Part A, Item **1.2.2**).

Probationary Employees

A **probationary** employee shall be entitled to a vacation of one working day for each full month of **service** completed between June **30** of the previous year and July 1 of the current year up to maximum of two weeks (**10 working** days).

Four percent (**4%**) of the total pay of the employee **shall** be paid in the year for which the **vacation** is given -whichever is greater.

Temporary Employees Made Regular

On attaining regular status, temporary employees **will** receive vacation **entitlement** for **all** service as **defined** in Part 'A', Item **5.2.2**.

Temporary Employees

For less than one year's accumulated **service**: Entitled to a cash vacation allowance of four percent (**4%**) of all accumulated wages.

6.4 Special Provisions and Allowances

6.4.1 Deferment or Interruptions of Vacations:

Reimbursement will be made for out-of-pocket expenses incurred by an employee who, at the request of the Company, either defers an approved **vacation** or returns before the vacation has expired.

When an employee is called back from vacation or when an employee's vacation is cancelled at the request of the Company, the employee shall **receive** premium rates of pay for all **normal** hours worked on cancelled vacation days for which seven calendar days' notice has not been given up to a maximum of seven calendar days.

NOTE

In the above cases, the deferred or interrupted vacation days are to be rescheduled at a later date subject to Sections 6.1 and 6.5.

6.4.2 Statutory Holidays and Vacations

If **statutory** holidays, to which an employee is entitled **with** pay, occur within his or her vacation period, the employee shall be granted an **additional days** vacation for each in lieu thereof.

6.4.3 New Employees

An employee joining the staff between January 1 and June 30 and taking a vacation before July 1, shall receive only the days allowed for **service** to the date of **commencing** the vacation. Any remaining days credited for **service** between the vacation **commencement** date and June 30 shall be taken between July 1 and **December 31**.

An employee joining the staff between January 1 and June 30 and taking his vacation **after** July 1, shall receive only the days allowed for **service** to June 30.

If an employee joins the **staff** between July 1 and December 31, no vacation allowance **can** be used until **after December 31**.

6.4.4 Re-engaged Employees

An employee whose employment is **terminated** and who is re-engaged within **12** months of termination shall be granted a **vacation** allowance based on the employee's **re-established service credit** (sw Part 'A', Section 5.0). However, the initial vacation allowance, while **prorated** on the same basis as above, must be taken as outlined in Section 6.4.3.

6.5 Postponed Vacations

6.5.1 With the exception of new employees as outlined in Section 6.4.3, vacations appropriate to the particular calendar year may be granted at any time but normally must be completed by the end of that year. Carry-over or postponement of vacations beyond the end of that year shall be in accordance with the following:

1. Where it is mutually agreeable, the employee may carry-over a maximum of one week's vacation to the **following** year (to be taken by **April 30** of that following year). Request for carry-over must be made prior to September 1.
2. Under **special** extenuating **circumstances** (as identified in Subsections 6.4.2, 6.5.2 and 6.5.4), application for postponement or carry-over of more than one week's vacation may be made to the **respective** director, or **official** of equivalent rank, but the **vacation** must be completed by **April 30** of the next year.

6.5.2 An employee who is on sick leave shall not be granted a **vacation** until judged **fit** to return to work. If **still disabled when sick leave credits expire**, however, the employee may be placed on earned vacation.

6.5.3 An employee who becomes ill **while on vacation** shall not be placed on sick leave **until after termination** of the vacation. **Under** exceptional circumstances in **case of very serious illness, sick leave** may be granted **at** the discretion of the Chief Physician/Manager Health **Services**. The **employee** would then be entitled to the unused portion of **his/her vacation** after **recovery** from the illness.

Minor illnesses and **injuries** may cause some **degree** of discomfort or **disability** to an employee while **on** vacation. Yet for **the most** part, these do not **necessitate complete** removal from the vacation **setting** or loss of the **beneficial** effects of the **holiday**. However, when an employee on **vacation** becomes seriously ill or injured and **as a result** must **be removed** from **vacation setting** entirely, he or she **should be entitled** to sick leave.

The decision as to when an illness or non-occupational injury is sufficiently severe to justify transfer from vacation to sick leave should be made on medical grounds and rests with the Health and Safety Division. Normally hospitalization or complete confinement to bed in the home under regular physician's care have been the criteria used to judge severity, often after consultation with the attending doctor. "Exceptional circumstances" may include a number of things such as hospitalization, the need to be flown home from a trip abroad, becoming seriously ill on the first day of vacation, etc.

The decision to transfer from vacation **to** sick leave must be based on reliable medical evidence and made by **a** physician in the Health and Safety **Division**. All cases of requests for **such consideration** should be referred to the Health and Safety Division without exception.

6.5.4 **Where** an employee is on sick leave or workers' compensation and thereby is unable to use his or her vacation-credit **during** the current **year** such vacations may be **carried** over to the following year in **accordance with Sections 6.1 and 6.5.1**. Any outstanding **vacation credit** that has **not been approved for carry over into the** next year shall be **paid** out by **Dec. 31** of the current year.

6.6 **Vacation Payment on Termination**

An employee whose **service** is terminated **by the Company** or by **resignation shall be** entitled to a cash **payment**. In lieu of an outstanding **vacation allowance**, calculated proportionately from July 1 **marking** the beginning of the **12-month period** in which the vacation **entitlement** applies. Upon the death of an employee, his or her estate shall **be** entitled **to** the same payment.

The payment **will** be based on:

1. Four percent **(4%)** of accumulated wages for an employee entitled to the prorated amount of **10** working days annually.

NOTE

In each of the following **subsections**, the minimum amount to be paid must **be** at least four percent **(4%)** of **accumulated wages** (sw Definition, Subsection **6.3**) of the employee in: the year for which the **vacation** is earned.

2. Six percent **(6%)** of base earnings to date for an employee entitled to **15** working days annually.
3. Eight percent **(8%)** of base earnings to date for an employee entitled to **20** working days annually.
4. Ten percent **(10%)** of base earnings to date for an employee entitled to **25** working days annually.
5. Twelve percent **(12%)** of base earnings to date for an employee entitled to **30** **working** days annually.

The value of the vacation bonus **will** be based on the employee's base **rate at** the time of **termination**. The **vacation** bonus for **the incomplete** year of **service** is pro-rated for the number of completed months from the employee's **ECD to the** date the employee terminates.

Vacation **allowance** regulations for employees whose **service** is terminated owing to retirement on **early, normal, disability** or postponed pension are in accordance with the above.

7.0 STATUTORY HOLIDAYS

7.1 **Recognized**

The days listed below will be **recognized** by the Company as statutory holidays, regardless of any **conflict** between these holidays and those declared as statutory holidays by **municipal, provincial** or federal statutes.

New Year's Day	Civic Holiday
Good Friday	Labour Day
Easter Monday	Thanksgiving Day
Victoria Day	Christmas Day
Canada Day	Boxing Day

When Canada Day falls on a Saturday it shall be **observed** on the following Monday.

In the event that Boxing Day or New Year's Day **falls** on a Sunday, It shall be observed on Monday. Similarly, If **Christmas** Day falls on a Sunday, it shall be observed on Monday and **Boxing** Day on Tuesday.

When Christmas falls on Tuesday, Boxing Day shall **be** observed on Monday.

All regular and probationary employees shall be **paid** for statutory holidays.

A statutory **holiday falling within** an employee's **vacation** period shall not be counted as part of his/her vacation but shall be taken as an extra day of holiday.

Regular part-time employees **will** be entitled to **statutory** holiday pay provided that they:

1. Have more than three months' **accumulated** service;
2. **Have** worked on at least **12** days during the four weeks immediately preceding the **holiday**;
3. Have worked on their scheduled regular/day of work preceding and following the **holiday**.

Payment for such statutory holidays will be the **amount** the employee would normally **earn** on a scheduled day of work.

7.2 Sick Leave Credits

If an employee is not scheduled to work on a statutory holiday and falls sick, **his/her** pay-for that day will not be charged **against his/her sick** leave credits and he/she will receive payment at **100 percent (100%)** of his/her normal daily base **earnings**.

If an employee is scheduled to work on a statutory holiday and falls sick, that day is treated as a normal sick day and the employee would receive a lie u day at a later date.

8.0 FLOATING HOLIDAYS

Regular, regular-seasonal and **probationary** employees who have accumulated **20** weeks' **continuous** service in any calendar year will be **entitled** to three floating holidays subject to the following:

1. Floating holidays may be taken on **such** days as the employee and his/her supervisor mutually agree upon, following reasonable advance notice on the part of the employee.
2. Floating holidays shall not be **carried over** into the following year unless work considerations prevent the employee **from** taking the **floaters(s)** in the year of **entitlement**.

3. Where the employee is unable to reach mutual agreement **with his/her** supervisor to take **his/her floating holiday(s)** before year-end because of absence due to illness (except when exhausting sick leave **prior to LTD**) unused **floating holidays** will be assigned on the last working day(s) of the year.
4. **Where** an employee falls sick on **his/her** scheduled floating holiday, that day **will not be** charged against **his/her** sick leave credits, but shall be treated as a floating holiday for pay purposes.
5. Regular and probationary employees may take their floating holiday(s) before accumulating **20** weeks' service in a calendar year.
6. Regular part-time employees are entitled to three **(3)** floating holidays upon completing **20** weeks of service. Pay treatment for the three **(3)** days is on a **pro-rata** basis. (Ref. Part A, Item **1.2.2**)
7. **Entitlement on Termination:** If the employee terminates after having accumulated **20** weeks' service in the calendar year, the Company **will** make a cash payment in lieu of any unused **floating** holiday credit.

If the employee terminates **prior** to accumulating **20** weeks' service in the calendar year, entitlement will be as follows:

- (a) If the **employee** has not **qualified** for entitlement in the **previous year**, he/she **will have no entitlement** in the current year. If **he/she** was **granted** a **floating** holiday under **5**. above, the Company will recover one day's pay for each floating holiday taken.
- (b) If the employee has **qualified** for entitlement in the previous year, his/her entitlement will be prorated based on the number of weeks' accumulated service in the year of termination. For example, an employee who terminates after accumulating five **weeks' service** in the year would be entitled to **5/20ths** of three days.

The Company **will** either make a cash payment in lieu of any unused floating **holiday** credit or recover the value of the unearned portion of **floating** holidays taken under **5**. above.

In **no case** will an employee be entitled to more than three floating holidays or floating **holiday** credit in a calendar year.

9.0 SPECIAL TIME OFF

9.1 Additional Time Off at Christmas and New Year's Holidays

When **Christmas** falls on Friday and Boxing Day on Saturday, an additional half holiday **will** be granted employees on the preceding Thursday.

When **Christmas** falls on Saturday and **Boxing** Day on Monday, an additional half holiday **will** be granted employees on the **preceding Friday**.

When Christmas falls on Wednesday, the Friday following Boxing Day shall be granted as an additional **holiday**.

When New Year's Day falls on a Saturday, an **additional holiday** shall be granted on **either** the **preceding** Friday or the **following** Monday.

Those regular **part-time** employees whose regular scheduled day of work falls on the **holidays** referenced above shall be granted the **time** off and compensated at a rate equal to their normal daily earnings.

9.2 Payment for **Time In 9.1**

Eligible employees required to **work during the days in 9.1** shall be **paid** as follows:

1. If employees are normally **scheduled to work** and are required to work on such a day, they shall be paid **straight** time for **such work** within normal scheduled hours and given equivalent **time off with pay**, up to a maximum of normal scheduled hours, within the following **six** months.
2. If employees are not normally-scheduled **to work** on such a day and are required to **work**, they shall be **paid at** the rate **normally** paid for overtime work.
3. **Eligible shift** employees on a seven-day **coverage** basis whose normal scheduled day off falls at such designated **time**, shall be allowed equivalent **time off with pay**, **within** the following six months.

9.3 Remembrance Day

The following employees will be eligible for time off **and/or** payments as **described in 9.4**.

1. Those members of the staff who **served** in any of the **armed** forces of Canada, Great **Britain** or their **allies** during **World War II**, and also those who served in the armed forces of the United Nations operating in Korea during the period of **1950 to 1953**.
2. Those members of **the staff** who served in the Allied Merchant Marine between September **1939** and August **1945**.

9.4 Remembrance Day Payment and Time **Off Provisions**

If on Remembrance Day eligible employees as **described in 9.3** are:

1. normally scheduled to work, eligible **employees** shall be allowed time off with pay, at **straight** time for scheduled hours as **far as** work schedules **will** permit.
2. scheduled to work and they are required **to work**, they shall be paid at the rate that normally applies for that day and given **equivalent time** off with pay, at straight time up to a maximum of normal scheduled **hours**, **within** the following six months.

3. not normally scheduled to work and they are required to work, they shall be paid at the rate normally **received** for overtime work.
4. shift workers on a seven-day coverage who are on a regular day off, shall be allowed equivalent time off with pay **within** the following six months.

9.5 Treatment for Vacation

Special time off, as noted in **9.1** and **9.3**, falling within eligible employees' **vacation** period shall not **be** counted as part of their vacation but shall be taken as **additional** time off.

9.6 Sick Leave Credit

When **special** time off, as noted in **9.1** and **9.3** occurs while eligible employees are on sick leave credit, their pay will not be charged against sick leave credits and they **will** receive **100%** payment at their base rate for normal scheduled hours.

10.0 LEAVE OF ABSENCE

10.1 With Pay

Occasionally, an employee will be in a situation where there is no reasonable alternative to being absent from work for personal reasons. Sometimes the employee **will**, at the same time, be committed to considerable **additional** expense. Provision is made so that the Company may ameliorate the hardship to the employee which may result.

10.1.1 General

When in the Company's Judgment the **circumstances** warrant such action, leave of absence **with pay will** normally **be** granted.

This leave is based upon reasons of personal emergency, such as severe illness in the immediate family which would necessitate **remaining** home until adequate arrangements could be made for outside help, or being in dress attendance at a hospital. Also, in cases where an employee is faced with the effects of a severe storm, fire or flood.

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, **parent-in-law**, brother, brother-in-law, sister, sister-in-law, **spouse, son**, son-in-law, daughter, daughter-in-law, grand-parents, grandparents-Maw and grandchildren.

In the event of the death of a fellow employee, a regular employee may be allowed **time** off with pay to attend the funeral. Usually the time required is less than one-half day. Regular **part-time** employees shall be granted the **time** off with pay if scheduled to work.

NOTE

Section 10.1.2 is a guide applicable under ordinary circumstances, on the distinct understanding that it does not set rigid limits either maximum or minimum.

10.1.3 Annual Training for Reserve Forces

A regular employee who serves with the Reserve Force of the Canadian Armed Forces and can be spared from work may be granted leave of absence in order to attend annual training.

The employee will be paid the difference between the gross amount received from the Department of National Defence for the full training period and base earnings for the period of absence. The employee will be required to furnish his/her supervisor with a statement from the commanding officer of the reserve unit, showing the amount received from the Department of National Defence for the training period.

10.1.4 Legal Hearings

Base earnings will be maintained when an employee is called for Jury duty or is subpoenaed to appear in court as a witness except in cases involving inter-union jurisdictional disputes.

10.2 Equivalent Time Off Without Pay

Employees who have worked overtime may be granted one hour off for each hour worked, without pay, in increments of not less than one-half day, provided the employee requests the time off and the workload permits.

10.3 Family Care

A regular employee is entitled to take up to five (5) days per calendar year for the purpose of providing family care to an immediate family member. The employee must pay this time back at a time mutually agreed to by his/her supervisor within three months of taking the absence or by taking time off without pay. The time taken shall be worked back on an hour for hour basis.

11.0 PREGNANCY/ADOPTION/PARENTAL LEAVES

11.1 General Provisions

To be eligible, the employee must have worked for the Company for a period of at least 13 weeks preceding the estimated delivery date or have been employed by the Company for 13 weeks by the date on which the child comes into the custody, care and control of the parent for the first time.

These leave provisions are available to all categories of employees. In addition, regular employees including regular part-time employees eligible for pregnancy leave or adoption leave are entitled to supplementary unemployment benefits (Ref. 11.4).

Pregnant employees are **entitled** to pregnancy leave including those women whose **pregnancies** are terminated by **still-birth or miscarriage** within **17** weeks of the expected **birth** date (Ref. **11.2**). Following the **birth of the child, the** employee **is also** eligible for parental leave. (Ref. **11.5**)

Adoption **leave is available** to the parent **who** is designated as **the primary** caregiver (Ref. **11.3**). Parental leave is **also available to** such an **employee** (Ref. **11.5**).

Parental leave is also available to employees not **eligible** for pregnancy **or adoption** leave but who have become the parent of a **child** (e.g. an employee whose spouse has given **birth** to a child or the **adoptive** parent **who is not** the primary caregiver. Ref. **11.5**).

A **leave** extension is available to employees **who** take a pregnancy leave followed by a parental leave (Ref. **11.6**).

Service credit **will be granted for the** full duration of such leaves.

Two weeks' notice is **required for such a** leave, except as noted in **11.2.2**. The **commencement** date can be advanced or delayed **upon** the **giving** of a further **two** weeks notice. **Similarly,** the **termination date** can be advanced or delayed **upon giving** four weeks notice.

Eligibility for such leave does not **necessarily** mean the employee is **entitled** to EI benefits. However, EI **benefits** may be available in **the case** of such a leave and employees should be **referred to the nearest** EI office to **check their entitlement**.

The Company will continue for the duration of any such **leave** to pay **the** same share of the **premiums for CHIP, EHB, Dental Plan, Life Insurance and Pension Plan** that it would normally **pay** for the **employee**. **This will not apply** with respect to any benefit plan where the employee **is normally required to make an employee contribution** and he/she **has given the Company written notice** that he/she does not intend to **pay** such contributions.

An employee **going on such a leave** may **prepay** his/her **pension** contributions prior to taking **the** leave **or** make up **contributions on return to** work to **establish** pensionable **service** for the period **of absence**. **Prior to** the leave, **he/she** must **sign** the **appropriate** forms indicating whether or not he/she wishes to **prepay** the pension plan contributions.

Positions temporarily vacated as a **result of a** pregnancy/adoption or parental leave will **be filled** on a **temporary** basis **only until the** employee **on leave** returns.

Provided the employee returns to **work** no **later than** the expiration of **his/her** leave entitlement, he/she will be offered:

- (a) **the position** most **recently held** if it **still** exists at a rate of pay not **less** than **his/her** wages at the **commencement** of the leave or if greater the wages that the employee would be earning had **the** employee worked throughout the leave.
- (b) Should the **position most recently held** not exist as a result of a surplus in the unit in accordance with **Article 11** **he/she** will be offered a comparable position at **the location** he/she was previously working at a rate of pay not **less** than **his/her** wages

at the commencement of the leave or if **greater** the wages that the employee would be earning had the employee worked **throughout** the leave.

- (c) Should **(a)** or **(b)** not exist **he/she will be** declared surplus in accordance with **Article 11**.

The granting of extensions to the normal **90-day acting** period for positions **vacated** by an employee on **pregnancy/adoption/parental** leave shall be **automatic**. The **Union chief** steward shall be advised of **all** cases where **this subsection** applies.

11.2 Pregnancy Leave - General

Prior to commencing pregnancy leave, the female **employee** must indicate in **writing** her desire to return to work following her pregnancy.

The Canadian Human Rights Act requires the **employer** to accommodate the needs of pregnant employees in the workplace, **unless** to do **so** would cause undue hardship to the business. If a pregnant employee **is unable to** work in her regular **work location** because **of the possible radioactivity** level, her normal base rate of **pay** will be **maintained during** the period of relocation.

11.2.1 Duration of Leave

An **eligible female employee** may apply for **pregnancy leave**, to commence after the **22nd** week of pregnancy for a duration of up to **17 weeks**.

The pregnancy leave of an employee who is not **entitled** to take parental leave ends on **the** later of **the** day that **is** seventeen weeks **after** the pregnancy leave began or **the** day that is six weeks **after** the **birth, still-birth or miscarriage**.

NOTE

Female employees who are the parent of a **child** are **entitled** to parental leave **in** addition to pregnancy **leave**. Parental **leave** is described in **11.5**. Unless otherwise mutually agreed, parental **leave** **must immediately follow the** pregnancy leave unless the child has **not come into the custody, care and control** of the parent for the **first** time.

11.2.2 Physician's Certificate

When a female employee applies for pregnancy leave she must **provide** her **supervisor with a certificate** from her physician **stating** that **she** is **pregnant** and giving **the** estimated date of delivery at least two **weeks prior to the** date she plans to **commence** the **leave**.

In the case of a female employee- **who stops** working **prior to the commencement** of her scheduled leave because of **a** birth, still-birth or miscarriage that happens **earlier** than the employee **was** expected to give **birth**; **that employee** must, within two **weeks** of stopping work, give her **supervisor**:

- (a) written notice of the date **the** pregnancy leave began or **is** to begin, and
- (b) a **certificate** from a **legally** qualified **medical** practitioner that,
 - (i) states the date **of the** birth, **still-birth** or miscarriage and the date **the** employee was **expected to** give birth.

When a female employee resigns **without notifying** her supervisor that she **is** pregnant and she has not applied for pregnancy **leave, but within** two **weeks** following her **resignation, provides** her **supervisor with a certificate from her physician stating** she was unable to **perform** her **job duties because of a** medical **condition arising from** her pregnancy and **giving the estimated or actual delivery** date, she shall **be entitled** to pregnancy leave if it **is requested**.

N O T E

The super & or **should obtain the advice** and **assistance of** the **Health and Safety Division** if **clarification is required**.

11.2.3 Pregnancy end the Sick Leave Plan

Normal pregnancy leading to confinement is not an illness under the **terms** of the Sick Leave Plan. However, absences due **to pregnancy-related** illnesses or **complications** shall be considered as sick leave under **the terms** of the sick leave plan.

11.3 Legal Adoptions -- Primary Care Giver

In cases of legal **adoption** where the child is raised in the home the **following will** apply after **receipt** of the child.

1. Where the child is **less** than elementary school age, the **primary** caregiver **will** be **granted** leave of up to **17** weeks.
2. **Where** the **child** is elementary school age or older and the primary caregiver requests leave, **the** duration will **be** based on the recommendation of the **adoption** agency **with the final decision** being made by the Company's **Chief** Physician.
3. The primary caregiver is **also entitled** to parental leave (**Ref 11.5**).

11.4 Benefits Under the Supplementary Unemployment Benefit Plan for Regular Employees

Provided they qualify for EI payments regular female employees who **are eligible** for pregnancy leave or the regular employee who is the parent designated as the primary caregiver in a legal adoption proceeding shall be paid a **benefit in accordance** with the Supplementary Unemployment Benefit Plan. In order to receive this benefit, the employee must provide the Company **with** proof that he/she has applied for and is **eligible** to receive unemployment insurance **benefits** pursuant to the Employment Insurance Act. The grant payment may only be paid upon **receipt of proof** that the employee is **eligible** for EI benefits. The simplest "proof of eligibility" is the counterfoil from the employee's first **EI** cheque.

According to the Supplementary Unemployment Benefit Plan payment will consist of:

1. Two weeks at **93 percent (93%)** of the employee's base pay.
2. Up to fifteen additional-weekly payments dependent on the length of **his/her** EI entitlement, equivalent to the difference between the unemployment insurance **benefits** the employee is **eligible to receive** and **93 percent (93%)** of the employee's base pay.
3. **In the case of a legal adoption, in addition to** the Supplementary Unemployment Benefit Plan payments, the **primary caregiver** shall receive the equivalent of **93%** of two weeks base salary in the thirteenth and fourteenth weeks of the leave.
4. Other **earnings** received by the employee **will be considered** so that the total **combination** of SUB, EI benefit and other **earnings** will not exceed **93 percent** of the employee's base pay.

These payments will only be made if the employee **signs** an agreement with the Company, providing:

- (a) that **he/she** will return to work and remain **in the** Company's employ for a period of six months from the date of return to work;
- (b) that he/she will return to work on the date **of the expiry** of her pregnancy leave or his/her adoption leave, unless the employee is entitled to another leave provided for in this agreement;
- (c) that the employee **recognizes** that **he/she** is indebted to **the** Company for the payments received. If he/she fails **to return** to work as per the provisions of **subsections (a) and (b)**.

11.5 PARENTAL LEAVE

11.5.1 General

Employees who have been employed by the Company (including service **with Ontario Hydro**) for a **period** of at least **13** weeks by the date on which the **child is born** or comes into the custody, care and control of the parent for the first **time** are eligible for an unpaid parental leave. A parent includes a person with whom a child is placed for adoption and a person who is in a **relationship** of some permanence **with** a parent of a child and who intends to treat the child as **his** or her own.

11.5.2 Duration of Leave

Employees eligible for parental leave may take this leave **beginning** not later than **35** weeks of the **child being born** or coming **into** care. Unless otherwise mutually agreed females on pregnancy leave wishing to take a parental leave must commence parental **leave immediately** following the end of the pregnancy leave unless the child has not come into custody, care and control of the parent for the first time. The duration of this leave is up to **18** weeks.

Employees who wish to take **this** leave must give the Company two weeks' notice in **writing** prior to the date the leave would begin and four weeks notice of the date the leave will end if they **wish to terminate** the leave **prior to 18** weeks **following** the date the **leave commenced**.

An employee, who takes a pregnancy leave followed by a parental leave as per Item **11.2** and **11.5** may elect to have the total leave extended up to **39** weeks. This constitutes an extension of up to 4 weeks.

11.6 Service Credit

Employees who were granted pregnancy/adoption/parental leave from the Company or its predecessor, Ontario **Hydro**, on or after November **18, 1990** will be eligible for service credit for the full duration.

11.7 Restoration of Previous Service

11.7.1 Female employees of the Company or its predecessor, Ontario **Hydro**, who were granted maternity leave **will be** eligible for **service credit** as follows:

- (a)** **those** employees who took normal maternity **leaves** will be **eligible** for **service credit** up to a maximum of **17** weeks.
- (b)** those employees who took extended maternity leaves on or after April **1, 1977** will be eligible for **service** credit for the full duration.

12.0 DISABILITY BENEFITS AND INCOME PROTECTION

12.1 Sick Leave Plan

The benefits of the Company's Sick Leave Plan shall be considered as part of this Agreement. However, it is recognized that its provisions are not an automatic right of an employee and the administration of this plan and all decisions regarding the appropriateness or degree of its application shall be vested solely in the Company.

The Company's Sick Leave Plan will provide that probationary and regular employees will commence with a credit of eight days at 100 percent (100%) and 15 days at 75 percent (75%) pay, payable from the first day of sickness. This credit will continue to be available until the employee attains his/her first annual accumulation date as a regular employee. At the time of this accumulation date and each subsequent accumulation date he/she will acquire additional credits of eight days at 100 percent (100%) pay and 15 days at 75 percent (75%) pay. The accumulation of credits will be subject to the provisions of the Company's Sick Leave Plan.

Regular part-time employees shall receive a pro-rated number of sick days. When a regular part-time employee is absent due to illness on a scheduled day of work, they shall be paid for the hours of work scheduled for that day provided sick leave credits are available.

Normally employees will be expected to arrange routine medical or dental appointments during non-working hours. Where such appointments cannot be arranged during non-working hours and the employee can be released from his/her duties, then the time shall be charged against an employee's sick leave time.

Employees who are on sick leave for 30 days or more may be eligible to participate in a vocational rehabilitation program in accordance with the Company's policy.

All major medical absence forms will be completed for any absence of five (5) continuous days 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 \$20.00.

Employees will be required to submit all forms required by management through their personal physician.

Sick Leave benefits are conditional upon receipt of these forms and it is the responsibility of the employee to ensure that the employer receives these forms within a reasonable period of time.

Any discipline related to sick leave that is imposed and grieved by the union will be referred directly to Martin Teplicky for resolution.

12.2 Long Term Disability

12.2.1 General Provisions of LTD Plan

The Long Term Disability (LTD) Plan provides financial security and **rehabilitative** employment features to regular employees during their absence from work due to extended sickness or **injury**. LTD benefits commence **upon** completion of the **qualifying period** which is **defined below**. Regular employees who **are approved** for the provisions of the LTD Plan **will** be subject to the following **contractual provisions**.

All employees **who** are in receipt of LTD benefits will be **eligible** to participate in **the Rehabilitation and Re-employment Programme** dependent upon their medical **suitability** and procedural requirements.

DEFINITIONS:

LTD Qualifying Period - The **qualifying** period is defined as the period **six** calendar months from the starting date **of the employee's** continuous absence due to disability; or a total of **six** months in accumulative **authorized medical** absences in the year prior to the date sick leave expires due to the same progressively **deteriorating** disability; or the expiration of sick leave whichever is longer.

Disability Period - The period in **which** an employee **cannot continuously perform** the essential duties of any **position** available **in accordance with** the priority placement criteria **of the Rehabilitation and Re-Employment Procedure**.

Benefit Level - The Company **agrees** to assume the full **cost** of an LTD Plan for **all** regular employees. The Plan would provide **for a monthly income** during the disability period equal to the lesser **of**:

1. Sixty-five percent **(65%)** of base earnings at the end of the qualifying period for **LTD** benefits, or
2. Seventy-five percent **(75%)** of base earnings at the end of the qualifying period for **LTD** benefits less any compensation awards from the Workplace Safety and Insurance Board **(WSIB)** **(excluding** the Non-Economic Lose award) and/or the Canada Pension Plan, excluding benefits for dependents.

NOTE

Regular part-time employees shall be eligible for pro-rated **income** benefits.

Miscellaneous Provisions - A person who runs out of sick leave credits will be granted a leave of absence **without** pay until such **time as** the LTD qualifying period elapses. The employee will **continue to** receive service credit **during** this period and have **coverage** maintained in but **will** not be required to contribute to the Company's Pension Plan, Health and Dental benefits, and the Company's Group **Life** Insurance Plan.

Where an employee has been retrogressed to a lower rate of pay for medical reasons and within two years (not including the LTD qualifying period) begins receiving a monthly income under the LTD Plan for reasons directly related to the original medical condition, the base earnings used to compute the LTD monthly income payment shall be the current rate of the employee's original classification.

Exceptions and Limitations to the LTD Plan

LTD benefits will not be made available for claims resulting from:

1. A disability for which the person is not under continuing medical supervision and treatment considered satisfactory by the Insurance Carrier and the Company.
2. A disability caused by intentional self-inflicted injuries or illness while sane.
3. A disability from bodily injury resulting directly or indirectly from insurrection, war, service in the armed forces of any country, or participation in a riot.
4. Normal pregnancy leading to confinement.
5. Disability from occupational injuries for which the employee is receiving Total Temporary Disability Benefits or during the first 24 months of a Future Economic Loss Award or during the first 24 months from the date of Loss of Earning (LOE) Award from the Workplace Safety and Insurance Board.

No amount of LTD benefit will be payable with respect to the disability of an employee during any of the following periods:

1. If the disability is due to mental disorder, any period while the employee is not under the continuing care of a certified psychiatrist or other care authorized by the employee's psychiatrist.
2. If the disability is due to substance abuse, alcoholism and/or drug addiction any period in which the employee is not certified as being actively supervised by and receiving continuing treatment from a rehabilitation centre or a provincially designated institution.
3. The period during which the employee is on leave of absence, including Pregnancy Leave of Absence. The LTD qualifying period begins on the date the employee is expected to return to work from that leave of absence.

12.2.2 Benefits **While** on **LTD**

1. **Service Credit:** Service credit shall not continue while the employee is in receipt of **LTD** benefits. Upon return to work, service credit shall be **applied** as per Item **12.2.4**.
2. **Vacation Credit:** Any outstanding vacation entitlement for a person going on **LTD** **will** be paid in cash upon **expiry** of sick leave. The cash payment will be calculated on the base earnings at the **expiration** of sick leave for the prorated days of vacation **entitlement**, any **outstanding** lieu days, any outstanding floating statutory holidays, and banked **time** for **40-hour** per week employees. No vacation entitlement, floating **holidays**, or banked time for **40-hour** per week employees accrues while a member **is** in receipt of **LTD** benefits.
3. **Vacation Credit During Rehabilitation Employment:** Vacation credits will be earned based on the hours worked and the employee's vacation **entitlement multiplied** by the **corresponding** percentage listed below. These credits will be paid in cash in the last pay **period** of the year if not used by December **31**, or upon return to regular employment, or upon termination.

Vacation Entitlement (Based on Service Credit)	Percentage of Accumulated Earnings/Hours Worked
10 working days or less annually	4%
15 working days annually	6%
20 working days annually	8%
25 working days annually	10%
30 working days annually	12%

4. The Company health and dental coverage premiums **continue** to be maintained by the Company.
5. **The Company Pension Plan:** The employee's membership in the plan continues. Upon **expiry** of sick leave, the requirement for employee contributions is waived. An employee is not **required** to make contributions to the plan while **he/she** is receiving **LTD** benefits. The retirement pension continues to accumulate. Years of service continue to accumulate for entitlement to rights and benefits under the Pension Plan.
6. **The Company Group Life Insurance Plan:** Commencing the first day of the month following the end of the qualifying **period** for **LTD** benefits, an employee will continue receiving the same insurance option during receipt of **LTD** benefits as that in force **prior** to such **receipt**. An employee who is in receipt of **LTD** benefits is not required to make contributions to the **Group** Life Insurance plan.

7. Sick Leave Entitlement: Upon receipt of the memorandum from the Chief Physician recommending that the employee should make application for LTD benefits, entitlement to accumulate or restore sick leave credits shall cease on the day following the next accumulation date provided that it falls within the qualifying period.
- a. Union Dues: Upon expiry of sick leave an employee's Union dues shall cease.
9. Employee status will continue with respect to maintaining redress rights to contractual provisions.

12.2.3 Recurring Disability After Return to Regular Work

If, on return to regular employment after receiving disability benefits, a subsequent period of disability recurs within six months and is related to the cause of the previous disability, the following shall apply:

Entitlement to existing sick leave credits shall cease, the qualifying period shall be waived, and the employee shall immediately receive LTD benefits as if there had been no return to work.

12.2.4 Individual Returns to Regular Employment

1. Service Credit: Service Credit continues to accrue while on LTD.
2. Vacation Credit: The employee will start earning vacation credit based on total service credit.
3. The Company Health and Dental Coverage: Premiums continue to be maintained by the Company.
4. The Company Pension Plan: Employee contributions recommence.
5. The Company Group Life Insurance Plan: Employee contributions recommence.
- a. Sick Leave Entitlement: Eight days at 100 percent (100%) and 15 days at 75 percent (75%) pay shall be immediately credited. On the first accumulation date, restoration of sick leave credits will take place based on the total service credit. It is recognized that this provision is subject to the provisions of recurring disability as defined in Section 12.2.3.
7. Union Dues: Union dues recommence.

12.2.5 Termination of LTD Benefits

The LTD benefit ceases when any of the following events occur:

1. The date the Individual ceases to be **totally** disabled or engages in any occupation for wage or **profit** except as permitted by the Rehabilitative Employment Clause.
2. The date the individual reaches age **65**.
3. The date the individual fails unreasonably to furnish proof of the continuance of such total disability, or fails to **submit** to an **examination** requested by the Plan's medical **advisors**. At that point **all** LTD benefits will cease and the employee will be terminated.

When an employee does not comply with the above requirements the **Union** will be informed and act as the employee's advocate prior to such termination.

4. The date the Individual dies.
5. The date the individual **receives** pension under the Company Pension Plan.

12.2.6 Indexation

1. **LTD Benefits: Individuals** who are in receipt of LTD benefits will have their LTD benefit level indexed **by the** same amount that **pensions** are indexed.
2. Pension Calculation - Base Earnings: For the purposes of calculating the pension benefit for LTD recipients the base, earnings at the end of the qualifying period will be increased by the amount of the **indexation** increase granted in **1.** above.
3. Insurance Benefit - Base Earnings: It is agreed that for purposes of calculating the group **life** insurance benefit for **LTD recipients**, the base earnings at the end of the qualifying **period** will be increased by the amount of the **indexation** increase granted in **1.** above.

12.3 Rehabilitation and Re-employment

Rehabilitative employment is an important feature of the Plan which provides an employee with **additional financial** incentive and assistance to re-enter the **work** force. It is **defined** as any employment **within** the Company and remains in effect until the employee is offered regular employment.

If **during** the disability **period**, an employee becomes capable of working, the Company shall endeavour to **provide** an (disabled) employee **with** work he/she is capable of performing. It is **recognized** that an **employee** must be prepared to attempt **rehabilitative** employment. In the event the employee refuses reasonable **rehabilitative** or regular employment, he/she shall be terminated and forfeit all rights to LTD benefits.

During rehabilitative employment, remuneration will be prorated based on the hours-worked and the hourly rate of the current base rate of the rehabilitative position. Employees will continue to receive approved LTD/Sick Leave benefits, however, the benefit level will be adjusted so that the total of the rehabilitative earnings and these benefits shall not exceed the current base rate of the position occupied prior to disability.

After the employee has successfully completed his/her rehabilitative employment and has been placed in a regular job on a continuing capacity, he/she will be paid at the normal rate of the job in which he/she has been placed, subject to any applicable retrogression policy.

12.4 Workplace Safety and Insurance Board Payments

The Workplace Safety and Insurance Board (WSIB) is responsible for administering the Workplace Safety and Insurance Act, and payments will be made according to the provisions set out within that Act. Any future legislative or regulatory changes may necessitate further discussion on the part of both parties.

Pending the decision of the WSIB regarding entitlement to awards, an employee's normal earnings will be maintained at his/her current level of sick leave (i.e. 100%, 75%, 0%).

12.5 Supplementary Grant

12.5.1 Definition of Supplementary Grant

The supplementary grant is an amount equal to the difference between the WSIB award and the employee's normal earnings after income tax deductions.

NOTE

WSIB award for this section excludes permanent impairment awards granted for accident dates prior to January 1, 1990, Non-Economic Loss Awards or Older Worker Supplements.

The employee's earnings for the purpose of calculating the supplementary grant will include only regular scheduled hours for a normal week.

The supplementary grant will be such an amount as to maintain the employee's normal net pay.

NOTE

Such a grant will not include payments for shift bonus, relief pay, overtime or premium hours or other payments which are not applicable when the employee is absent from and not available for work.

12.5.2 Who **Receives** the Supplementary Grant

The supplementary grant **will** be made only to probationary and regular employees.

Employees who are **receiving Workplace Safety** and Insurance Board **benefits** for **claims** or injuries suffered while in the **employ of** an employer other than the Company are required to notify the **Company** of being in receipt of those **benefits** in order to qualify for the supplementary grant. **These employees will** not be eligible for sick leave while receiving Workplace Safety and Insurance Board benefits that **qualify** for the supplementary grant.

12.5.3 **Responsibility** for Payment

The responsibility for payment **will** be in accordance with The Standard Authorities - Payroll Documents.

12.5.4 **Withholding** the Grant

The **award of** the supplementary grant **should** not be withheld unless there is strong evidence of gross negligence or **obvious misconduct** on the part of the injured employee. The supplementary grant **will be withheld if** the employee is not w-operating in the Early and Safe Return to Work Process or a **Labour Market Re-entry** Plan or refuses a medically suitable **position**.

Authority for **withholding** the grant **is** vested in directors or construction managers in **consultation** with Human Resources and Compensation and Benefits.

12.5.5 **Payment While in Receipt** of WSIB Award

An employee in receipt of Total **Temporary Disability (TTD) benefits** **will** receive the **supplementary** grant for the entire period. Upon **notification** of the amount of the **FEL** award and/or **LOE** award the Company agrees to **pay supplementary** grant monthly on the **FEL** award and/or **Loss of Earning (LOE)** award for **a maximum of 24** months. Any workers' compensation payments in excess of the **FEL** award and/or **LOE** award, excluding the **Non-Economic Loss (NEL)** award, shall be considered part of the **FEL** award and/or **LOE** award for purposes of **calculating** the supplementary grant. Upon request, the employee shall be **paid** out any **outstanding** vacation entitlement while payments are being processed.

For employees on rehabilitative employment the total compensation of **FEL and/or WSIB** Award **plus rehabilitative earnings** **plus** the Company supplementary grant shall not exceed **100%** of the **current** rate of the **pre-disability** job.

If after **24** months in receipt of supplementary grant and a **FEL** award and/or **LOE** award the **employee is** still unable to return **to work**, he/she shall be **placed** on sick leave. The **employee will continue** to draw from **his/her sick** leave bank on a daily basis at the rate of half a day if the **amount equal to the supplementary grant is equal** to, or **less** than 4 hours, and a full day **if** the amount equal to **the supplementary grant** is greater than 4 hours per day. **While on approved** sickleave, however, the **benefit** level will be adjusted so that the total **of any WSIB** award and the sickleave benefit shall not **exceed** the employee's current base rate. Upon **expiry** of sick leave, if the **employee** is still unable to return to work, he/she shall **qualify** for **LTD less any**

award, pension entitlement and/or any supplement from the Workplace Safety and Insurance Board (excluding NEL award) and/or the Canada Pension Plan.

12.6 Waiver of Posting or Selection

If at any time an individual who is in receipt of LTD or Workplace Safety and Insurance Board benefits is capable of returning to any further service with the Company or if a medically suitable position becomes available for an employee who is medically restricted while at work or on sick leave, the Company will request, and the Union shall normally grant a waiver of posting or selection after considering all medically restricted employees eligible under the Rehabilitation and Re-Employment Policy.

12.0A DISABILITY BENEFITS AND INCOME PROTECTION

These Changes will take effect for new hires on January 1, 2001

12.1A Sick Leave Plan

The benefits of the Company's Sick Leave Plan shall be considered as part of this Agreement. However, it is recognized that its provisions are not an automatic right of an employee and the administration of this plan and all decisions regarding the appropriateness or degree of its application shall be vested solely in the Company.

The Company's Sick Leave Plan will provide probationary and regular employees with substantial income protection regardless of their seniority. Probationary and Regular Employees will accumulate 8 sick leave credits (a credit equals 8 hours, 7.5 or 7 hours, whichever applies to the employee) per year of service at 100% of the employee's base pay.

When employees have exhausted their sick leave credits, they will be paid at 75% of their base rate for a period of up to 6 months.

Employees who are on continuous sick leave for 6 months and who qualify will be placed on Long Term Disability (LTD).

In the event of denial of the LTD benefits the employee will have their wages maintained at 75% of base wage until completion of an LTD appeal process.

All major medical absence forms will be completed for any absence of 5 continuous days 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 \$20.00.

Employees will be required to submit all forms required by management through their personal physician.

Sick Leave benefits are conditional upon receipt of these forms, and it is the responsibility of the employee to ensure that the employer receives these forms within a reasonable period of time.

Any **discipline** related to **sick** leave that is imposed and grieved by the union **will be referred directly to Martin Teplicky for resolution.**

Regular part-time employees shall receive a pro-rated number of sick leave **credits**. When a regular **part-time** employee is absent due to **illness** on a scheduled day of work, they shall be paid for the hours **of work** scheduled for that day provided sick leave credits are available.

Normally employees **will be** expected to arrange routine medical or dental appointments during non-working hours. Where such appointments cannot be arranged during non-working hours and the employee can be released from his/her duties, then the time shall be charged against an employee's sick leave **time**.

Employees who are on sick leave for **30** days or more may be eligible to **participate** in a **vocational** rehabilitation program in accordance with the Company's policy.

12.2A Long Term Disability

12.2.1A General Provisions of LTD Plan

The Long Term Disability (**LTD**) Plan **provides financial** security and rehabilitative employment features to regular employees during their absence from work due to extended sickness or Injury. **LTD** benefits **commence** upon **completion** of the qualifying period which is defined **below**. Regular employees who **are approved** for the provisions of the **LTD** Plan **will** be subject to the following contractual provisions.

All employees who are **in** receipt of **LTD** benefits will be eligible to **participate** in the **Rehabilitation** and Reemployment Programme dependent upon their medical suitability and procedural requirements,

DEFINITIONS:

LTD Qualifying Period - The qualifying **period is defined as** the period **six** calendar months from the **starting** date of the employee's continuous absence due to disability; or a total of **six** months in accumulative **authorized** medical absences in the year prior to the date sick leave **expires** due to the same progressively deteriorating disability.

Disability Period - The **period** in which an employee cannot continuously perform the essential duties of any position available in accordance with the priority placement criteria of the **Rehabilitation** and **Re-Employment** Procedure.

Benefit Level - The Company agrees to assume the full **cost** of an **LTD** Plan for all regular employees. The Plan **would** provide for a monthly **income during** the **disability period** equal to **the** lesser of:

- 1. Sixty-five percent (65%)** of base earnings at the end of the **qualifying period** for **LTD** benefits, or
- 2. Seventy-five percent (75%)** of **base earnings** at the end of the **qualifying period** for **LTD** benefits less any compensation awards from the Workplace Safety and

Insurance Board (WSIB) (excluding the Non-Economic Loss award) and/or the Canada Pension Plan, excluding benefits for dependents.

N O T E

Regular part-time employees shall be eligible for pro-rated Income benefits.

Miscellaneous Provisions - A person who runs out of sick leave credits will be placed on **75%** of **their base pay** until the **LTD qualifying period** elapses. The employee will continue to **receive service credit** during this period and have **coverage** maintained in but **will not** be required to contribute to **the Company's Pension Plan, Health and Dental benefits, and the Company's Group Life Insurance Plan.**

Where an employee has been retrogressed to a lower-rated job for medical reasons and within two years (not including the **LTD qualifying period**) begins receiving a monthly income under the **LTD Plan** for reasons **directly** related to the original medical condition, the base earnings used to compute the **LTD** monthly income payment shall be the current rate of **the employee's original classification.**

Exceptions and **Limitations** to the **LTD Plan**

LTD benefits will not be made available for claims **resulting** from:

1. A disability for **which** the person is not under **continuing** medical supervision and treatment considered **satisfactory** by **the** Insurance Carrier and the Company.
2. A **disability** caused by intentional self-inflicted injuries or illness while sane.
3. A disability from **bodily** injury resulting directly or indirectly from Insurrection, war, service in the armed forces of any country, or **participation** in a riot.
4. Normal pregnancy leading to confinement. ;
5. Disability from occupational injuries for which the employee is receiving Total Temporary Disability Benefits or during the first **24** months of a Future Economic Loss Award or during the first **24** months **from** the date of Loss of Earning (**LOE**) Award from the Workplace Safety and **Insurance** Board.

No amount of **LTD** benefit will be payable with **respect to** the disability of an employee during any of the following periods:

1. If the **disability** is due to mental disorder, **any** period while the employee is not under the continuing care of a certified psychiatrist or other care **authorized** by the employee's psychiatrist.
2. If the disability is due to substance **abuse**, alcoholism and/or drug addiction any period in **which** the employee is not **certified** as being actively supervised by and **receiving** continuing treatment from a rehabilitation centre or a provincially designated **institution.**

3. The period during **which** the employee is on leave of absence, including Pregnancy Leave of Absence. The **LTD qualify** period begins on the date the employee is expected to return to **work** from that leave of absence.

12.2.2A Benefits While on LTD

Service Credit: Service credit shall not continue while **the** employee is in receipt of **LTD** benefits. Upon return to work, service credit shall be applied as per Item **12.2.4A**.

2. **Vacation Credit:** Any outstanding vacation entitlement for a person going on **LTD** will be paid in cash upon **expiry** of sick leave. The cash payment will be calculated on the base earnings at the expiration of sick leave for the **prorated** days of vacation entitlement, any outstanding lieu days, any outstanding **floating** statutory holidays, and banked time for **40-hour** per week employees. No vacation entitlement, **floating** holidays, or banked time for **40-hour** per week employees accrues while a member **is in** receipt of **LTD** benefits.
3. **Vacation Credit During Rehabilitation Employment:** Vacation credits **will** be earned based on the hours worked and the employee's vacation **entitlement** multiplied by the corresponding percentage listed below. These credits will be **paid** in cash in the last pay period of the year if not used by December **31**, or upon return to regular employment, or upon **termination**.

Vacation Entitlement (Based on Service Credit)	Percentage of Accumulated Earnings/Hours Worked
10 working days or less annually	4%
15 working days annually	6%
20 working days annually	8%
25 working days annually	10%
30 working days annually	12%

4. The Company health and dental coverage premiums continue to be maintained by the Company.
5. The Company Pension Plan: The employee's membership in the plan continues. An employee is not required to make **contributions** to the plan while he/she is receiving **LTD** benefits. The retirement pension continues to accumulate. Years of **service** continue to accumulate for entitlement to rights and benefits under the Pension Plan.
6. The Company Group Life Insurance Plan: Commencing the first day of the month following the end of the qualifying **period** for **LTD** benefits, an employee will continue receiving the same insurance **option during receipt** of **LTD** benefits as

that in force prior to such receipt. An employee who is in receipt of LTD benefits is not required to make contributions to the Group Life Insurance plan.

7. Sick Leave Entitlement: Upon receipt of the memorandum from the Chief Physician recommending that the employee should make application for LTD benefits, entitlement to accumulate or restore sick leave credits shall cease on the day following the next accumulation date provided that it falls within the qualifying period.
8. Union Dues: Upon expiry of sick leave an employee's Union dues shall cease.
9. Employee status will continue with respect to maintaining redress rights to contractual provisions.

12.2.3A Recurring Disability After Return to Regular Work

If, on return to regular employment after receiving disability benefits, a subsequent period of disability recurs within six months and is related to the cause of the previous disability, the following shall apply:

Entitlement to existing sick leave credits shall cease, the qualifying period shall be waived, and the employee shall immediately receive LTD benefits as if there had been no return to work.

12.2.4A Individual Returns to Regular Employment

1. Service Credit: Service Credit continues to accrue while on LTD.
2. Vacation Credit: The employee will start earning vacation credit based on total service credit.
3. The Company Health and Dental Coverage; Premiums continue to be maintained by the Company.
4. The Company Pension Plan: Employee contributions recommence.
5. The Company Group Life Insurance Plan: Employee contributions recommence.
6. Sick Leave Entitlement: Eight sick leave credits shall be immediately credited.
7. Union Dues: Union dues recommence.

12.2.5A Termination of LTD Benefits

The LTD benefit ceases when any of the following events occur:

1. The date the individual ceases to be totally disabled or engages in any occupation for wage or profit except as permitted by the Rehabilitative Employment Clause.
2. The date the individual reaches age 65.

3. The date the **individual** fails unreasonably to furnish proof of the continuance of such total **disability**, or fails to submit to an examination requested by the Plan's **medical advisors**. At that point all **LTD benefits will cease** and the employee **will** be terminated.

When an employee **does not** comply with the above requirements the Union **will** be informed **and act** as the employee's advocate prior to such **termination**.

4. The date the **individual dies**.
5. The date the **individual** receives **pension** under the Company Pension Plan.

12.2.6A Indexation

1. **LTD Benefits:** Individuals who are in receipt of **LTD** benefits will have their **LTD** benefit level indexed by the same amount that pensions are indexed.
2. **Pension Calculation - Base Earnings:** For the purposes of calculating the pension benefit for **LTD** recipients the base earnings at the end of the **qualifying** period will be increased by the amount of the **indexation** increase granted in **1.** above.
3. **Insurance Benefit - Base Earnings:** It is agreed that for purposes of **calculating** the **group life** insurance benefit for **LTD** recipients, the base **earnings** at the end of the **qualifying** period **will** be increased by the amount of the **indexation** increase granted in **1.** above.

12.3A Rehabilitation and Re-employment

Rehabilitative employment is an important **feature** of the Plan which **provides** an employee with **additional financial** incentive and assistance to reenter the work force. It is **defined** as any employment within the Company and remains in effect until the employee is offered regular employment.

If **during** the disability **period**, an employee **becomes** capable of working, the Company shall endeavour to **provide** an (disabled) employee with work he/she is capable of performing. It is **recognized** that an employee must be **prepared to** attempt rehabilitative employment. In the event the employee refuses reasonable **rehabilitative** or regular employment, he/she shall **be** terminated and forfeit all rights to **LTD** benefits.

During rehabilitative employment, remuneration will be prorated based on the hours worked and the hourly rate of the current base rate **of** the rehabilitative position. Employees will continue to receive approved **LTD/Sick** Leave benefits, however, the benefit level will be adjusted so that the total of the **rehabilitative** earnings and these benefits shall not exceed the current base rate of the **position** occupied **prior** to disablement.

After the employee has successfully completed his/her rehabilitative employment and has been placed in a regular job on a **continuing capacity**, he/she will be paid at the normal rate of the job in **which** he/she has been placed, subject to any applicable retrogression policy.

12.4A Workplace Safety and Insurance Board Payments

The Workplace Safety and Insurance Board (WSIB) is responsible for administering the Workplace Safety and Insurance Act, and payments will be made according to the provisions set out within that Act. Any future legislative or regulatory changes may necessitate further discussion on the part of both parties.

Pending the decision of the WSIB regarding entitlement to awards, an employee's normal earnings will be maintained at his/her current level of sick leave (i.e. 100%, 75%, 0%).

12.5A Supplementary Grant

12.5.1A Definition of Supplementary Grant

The supplementary grant is an amount equal to the difference between the WSIB award and the employee's normal earnings after income tax deductions.

NOTE

WSIB award for this section excludes permanent impairment awards granted for accident dates prior to January 1, 1990, Non-Economic Loss Awards or Older Worker Supplements.

The employee's earnings for the purpose of calculating the supplementary grant will include only regular scheduled hours for a normal week.

The supplementary grant will be such an amount as to maintain the employee's normal net pay.

NOTE

Such a grant will not include payments for shift bonus, relief pay, overtime or premium hours or other payments which are not applicable when the employee is absent from and not available for work.

12.5.2A Who Receives the Supplementary Grant

The supplementary grant will be made only to probationary and regular employees.

Employees who are receiving Workplace Safety and Insurance Board benefits for claims or injuries suffered while in the employ of an employer other than the Company are required to notify the Company of being in receipt of those benefits in order to qualify for the supplementary grant. These employees will not be eligible for sick leave while receiving Workplace Safety and Insurance Board benefits that qualify for the supplementary grant.

12.5.3A Responsibility for Payment

The responsibility for payment will be in accordance with The Standard Authorities - Payroll Documents.

12.5. 4A Withholding the Grant

The award of the supplementary grant **should** not be **withheld** unless there is strong **evidence** of gross negligence or obvious **misconduct** on the part of the injured employee. The supplementary grant will be withheld if the **employee** is not w-operating in the **Early** and Safe Return to Work Process or a Labour Market **Re-entry** Plan or **refuses** a medically suitable **position**.

Authority for withholding the grant is vested in directors or **construction managers** In **consultation** with **Human** Resources and Compensation and Benefits.

12.5. 5A Payment While In Receipt of WSIB Award

An employee in receipt of Total Temporary Disability (TTD) benefits will **receive** the **supplementary grant** for the **entire period**. Upon **notification** of the amount of the **FEL** award and/or **LOE** award the Company agrees to pay supplementary grant monthly on the **FEL** award and/or Loss of Earning (**LOE**) award for a maximum of **24 months**. Any **workers' compensation** payments in excess of **the FEL** award and/or **LOE** award, excluding the Non-Economic Loss (**NEL**) award, shall be considered part of the **FEL** award and/or **LOE** award for purposes of calculating the supplementary **grant**. Upon request, the employee shall be paid out any outstanding **vacation** entitlement **while** payments are being processed.

For employees on **rehabilitative** employment the total compensation of **FEL** and/or **WSIB** Award plus rehabilitative earnings plus the **Company** supplementary grant shall not exceed **100%** of the current rate of the **pre-disability** job.

If **after 24** months in receipt of supplementary grant and a **FEL** award and/or **LOE** award the employee is still unable to return to work, he/she **shall** be placed on sick leave. The employee will **continue to draw** from his/her sick leave bank on a daily basis at the rate of half a day **if the** amount equal to the supplementary grant is equal to, or less than 4 hours, and a full day **if** the amount equal to the supplementary grant is greater than 4 hours per day. **While** on **approved** sick leave, however, the **benefit level** will be adjusted so that the total of any **WSIB** award and the sick leave benefit shall not exceed the employee's current base rate. Upon **expiry** of sick leave, **if** the employee is still unable to return to work, he/she shall qualify for **LTD** less any award, pension **entitlement** and/or any **supplement** from the Workplace Safety and **Insurance** Board (**excluding NEL** award) and/or the Canada Pension Plan.

12.6A Waiver of Posting or Selection

If at any time an individual who is in receipt of **LTD** or Workplace Safety and Insurance Board benefits is capable of **returning to** any further service **with** the Company or **if** a **medically** suitable position becomes **available** for an employee who is **medically restricted** while at **work** or on sick leave, the Company **will** request, and the Union shall normally grant a **waiver** of posting or selection after considering all medically restricted employees **eligible** under the **Rehabilitation** and **Re-Employment Policy**.

13.0 HEALTH INSURANCE PLANS

**13.1 Regular Employees, Pensioners and Regular Employees
Receiving Workplace Safety and Insurance Board Payments**

Subject to the condition that employees **enroll their** spouse-and dependent **children**, the Company agrees to pay **100 percent (100%)** of the premiums for:

Exception: Regular **part-time** employees **shall** be eligible for Health Insurance Plan coverage. Such employees will be required to pay **costs** of premiums (except **OHIP**) based on hours **not** worked divided **by the** regular **hours** of the **classification**. If he/she **elects** not to pay, coverage will not be provided.

1. **OHIP** - Covers medical and **standard ward** hospital services.
2. **Supplementary Plan** - Covers **semi-private hospital** services.
3. Extended Health Benefit Plan - **Coverage details** are contained in the current **brochure** entitled "Extended Health **Benefits** for Ontario Power **Generation Inc.**".
4. **Group** Dental Insurance Plan - **Coverage** details **are** contained **in** the current brochure entitled "Supplemental **Group** Dental **Benefits** for Ontario -Power **Generation Inc.**".

An employee may **voluntarily discontinue** coverage **in plans 2, 3, and 4**. Upon reentry, and **depending upon** the terms of each plan, a waiting **period must** be satisfied **before services** will be covered. This would not apply to changes relating to **marital/dependents status**.

Effective January 1 of each year of the collective agreement, dentist **fees** will be paid up to the amounts shown in the current **ODA Fed Guide**.

13.2 Probationary Employees

The Company will pay **100 percent (100%)** of all **claims** and fees for all probationary and regular employees **who** are covered by the **Semi-Private** Hospital Accommodation Plan, Extended Health **Benefits** Plan and Dental Plan. Coverage will **commence** on the employee's **Established Commencement Date and will cease** on the employee's termination date. The Company **will** pay **100 percent (100%)** of OHIP premiums commencing the second month of employment.

14.0 PENSION AND INSURANCE

14.1 Pension and Insurance Plan

14.1.1 The present Pension and Insurance Plan of Ontario Power Generation forms **part** of this **Collective** Agreement. The pension **portion** of the Plan is generally **described** in the current brochure "Your Pension Plan". The **insurance portion** of the Plan is generally **described** in the current brochure "**Your Group Life Insurance**". Changes to the plan affecting employees **within the jurisdiction** of the **Union** shall be **subject to the** following:

1. **Changes** other than **legislative** changes shall be made only upon mutual **consent**.
2. **Ontario Power Generation** shall not request legislation or **Order-in-Council approval** for proposed regulations or make rules **which** would change **employee benefits unless upon** mutual **consent**. Moreover, Ontario Power **Generation** will **not unilaterally seek** legislation to change **access** to surplus unless upon mutual **consent**.
3. In the event of the enactment of any general **pension legislation applicable** to the employees of Ontario Power **Generation**, amongst others, Ontario Power Generation may, after **notification** to the Union, effect **amendment of the** Plan **provided** that the **combination of benefits resulting from the Plan** as so amended and such **legislation** will not be less in **the** aggregate than the **benefits** now provided.

***As opposed to legislation initiated by the Company as in Section 14.1.1(2).**

14.1.2 Pension and insurance **items will** be submitted at the **time** that regular amendments to the Collective Agreement are submitted and **will** be negotiated at the time of regular **bargaining**.

14.2 Pension Plan

14.2.1 The interest rate on contributions returned to terminated employees will be calculated as set out in the Pension and Insurance Plan of Ontario Power Generation

14.2.2 Integration with Other Benefits: Pension disability to be discontinued upon implementation of LTD Plan. Those presently on pension disability to continue under the existing provisions.

14.2.3 In recognition of proposed benefit improvements the Union agrees that the value of any EI rebate shall accrue to Ontario Power Generation.

14.2.4 Early Retirement - Without Discount

1. Rule of 82

Effective July 1, 2000, any member who on the date of retirement is represented by the Power Workers Union may, on or after the first day of the month in which the sum of the member's age in years and years of continuous employment is equal to or greater than eighty two, receive a pension that is 100 percent of the member's earned pension computed in accordance with the rules of the pension plan, in particular, rule 15.

2. Employees who do not qualify for an unreduced early retirement pension under 14.2.5(1.) or 14.2.5(2.) may retire without discount after completing 35 years of continuous service.

Early Retirement Discounts

Table 1		Table 2		Table 3	
All employees with 25 or more years' continuous service (except females hired prior to 1976)		All employees with 15 or more but less than 25 years' continuous service (except females hired prior to 1976)		Female employees hired prior to 1976 with 15 or more years' continuous service	
Age	Percent Discount	Age	Percent Discount	Age	Percent Discount
55	15	55	25	50	25
56	12	56	22	51	22
57	9	57	19	52	19
58	6	58	16	53	16
59	3	59	13	54	13
60	0	60	10	55	10
61	0	61	8	56	8
62	0	62	6	57	6
63	0	63	4	58	4
64	0	64	2	59	2
65	Normal Retirement	65	Normal Retirement	60-65	Normal Retirement

NOTE

The above factors apply to employees who do not otherwise qualify for **undiscounted** early retirement pension.

14.2.5 Early Retirement - With Discount

1. The **early retirement discount** factors shown in Table 1 are for employees **with 25** or more years' continuous **service** (except females hired before **1976**) who do not **qualify** for **undiscounted** early retirement pension.
2. All employees who **terminate** and **vest** their **pension** will be **entitled** to the same **early retirement discount** as set out under **1.** above **provided** they had completed **25 years' continuous service** by the **date** of their **termination**.
3. The **early retirement discount** factors shown in Table 2 apply to all employees who have **15** or more but **less** than **25** years' continuous service, except females hired before **1976**.
4. The early retirement **discount** factors shown in Table 3 apply to **all** female employees hired before **1976** who have **15** or more years' continuous **service** and **not qualify** for an **undiscounted** pension.

14.2.6 Transfer of Pension Credits Between Reciprocal Employers and Ontario Power Generation

Providing the reciprocal employers agree, the pension credits may be transferred to and from the reciprocal employer and Ontario Power Generation if the affected employees have fully vested their pension credits with the former employer and were hired by Ontario Power Generation/reciprocal employer within three months of the termination date. This provision allows retroactive application.

14.2.7 Indexing

Pension benefits for Pension Plan members who immediately prior to termination of employment were members of the Power Workers! Union, will be increased on January 1 of each year by 100 percent of the increase in the Consumer Price Index, up to a maximum of 6 percent per year. In the event that the increase in the CPI exceeds 6 percent, the increase shall be carried forward to future years. In the event that the CPI decreases, the percentage decrease shall be applied in determining subsequent increases in pension benefits. A decrease in the CPI shall not reduce pension benefits in payment.

14.2.8 Survivor Benefits

Effective July 1, 2000, pensions of survivors of retirees who were members of the PWU on the day that he/she retired, shall be based on 66 2/3 percent of the member's pension rather than 64 percent of the member's pension.

14.2.9 Contribution Holidays

Subject to the approval of the Superintendent of Financial Services, current employees who are members of the PWU will be entitled to take a contribution holiday from March 30, 2000 to September 27, 2001.

14.2.10 Continued Contributions

Effective July 1, 2000, employees may elect to continue to contribute to the pension plan beyond 35 years of service.

14.3 Group Life Insurance

14.3.1 At the time permanent wage adjustments to base annual earnings (as defined in the Insurance plan) are implemented, adjustments will also be made in Insurance coverage as follows:

1. If the change is effective on between the first calendar and the first fiscal day of the month, eligibility is established for the given month.
2. If the change is effective on any other day of the month, eligibility is established for the next month.

14.3.2 Life insurance coverage of \$20,000.00 will be provided for employees who are required to work or travel in helicopters or aircraft. This coverage shall be in addition to the Group Life Insurance Plan.

14.3.3 Spousal Life Insurance

Effective July 1, 1994, eligibility under the Spousal Life Insurance Program in place as of April 1, 1994 will be extended to PWU represented employees.

15.0 RETIREMENT

15.1 Bonus and Outstanding Vacation Payments on Retirement

1. An employee who has completed 10 years of continuous employment, shall be given, on retirement, a cash bonus equal to one month's pay. (In the case of a regular part-time employee, the one month's pay will be pro-rated as per Part A, Item 1.2.2.)
2. The employee on retirement shall also be given a cash payment for any outstanding vacation credits. The cash payment will be on the same basis as outlined in Part 'A', Section 6.6 - Vacation Payment on Termination.
3. If required by the Company to postpone his/her vacation for the year immediately prior to retirement, he/she shall receive a cash payment for that period. No payment shall be made for unused vacation for any other years.

15.2 Retirement While Ill

An employee who falls ill and is not able to return to work prior to the approved normal or early retirement date, shall, subject to approval by the Chief Physician, continue to be carded on the payroll as follows:

15.2.1 Sick Leave Grant Extends to or Beyond Retirement Date

If the sick leave grant carries the employee to or beyond the approved retirement date, the employee shall be retired upon being declared fit to return to work, or upon expiration of the sick leave grant, whichever comes first. The employee shall be given a cash payment in lieu of any outstanding vacation entitlement up to normal retirement date [see Subsection 15.1(2.) preceding], plus a bonus of one month's pay [if applicable, see Subsection 15.1(1.)].

15.2.2 Vacation Credit and Bonus Extends to or Beyond Retirement Date

If the sick leave grant expires prior to the approved retirement date, but part or all of the outstanding vacation credit (Part 'A', Section 6.6 - Vacation Payment on Termination) and bonus of one month's pay [if applicable, see Subsection 15.1(1.) preceding] carries to or beyond the approved retirement date, the employee shall be given a cash payment in lieu of any unused portion of:

1. The vacation credit accumulated up to the expiry of the sick leave; and/or

2. The month's bonus.

15.2.3 Sick Leave Grant, Vacation Credit and Bonus Expires Before Retirement Date

If the sick leave grant together with any outstanding vacation credit and month's bonus (where applicable, see the preceding Subsection 15.1(1.1)) does not carry to the approved date, the case shall be referred to the Director of Health and Safety for a determination of the employee's eligibility for LTD.

15.2.4 Unused Vacation Credit for Preceding Year

An employee on sick leave grant which extends over the beginning of a calendar year may be allowed credit for any unused vacation for the preceding year, subject to the approval of the director, or official of equivalent or higher status with the concurrence of the Director of Health and Safety.

16.0 TEMPORARY EMPLOYEES

16.1 Definitions

See Section 1.0 for the definition of temporary employee and accumulated service

16.2 Benefits

The following are the benefit provisions that apply to temporary employees.

16.2.1 Vacations

Entitled to a cash vacation allowance of four percent (4%) of accumulated wages.

16.2.2 Statutory Holidays

Temporary employees will be entitled to statutory holiday pay provided that they have more than three months' accumulated service.

Temporary part-time employees will be entitled to statutory holiday pay provided that they:

1. Have more than three months' calendar service;
2. Have worked on at least 12 days during the four weeks immediately preceding the holiday;
3. Have worked on their scheduled regular day of work preceding and following the holiday.

Payment for such statutory holidays will be the amount the employee would normally earn on a scheduled day of work.

16.2.3 Floating Holidays

Temporary employees who have accumulated **20** weeks' service in a calendar year **will** be entitled to three floating holidays subject to the following:

1. Floating holidays may be taken on such days as the employee and **his/her** supervisor mutually agree upon, following reasonable advance notice on the part of the employee.
2. Floating **holidays** shall not be carried over into the following year unless work **considerations** prevent the employee from taking the floater(s) in the year of entitlement.
3. Where the employee is unable to **reach** mutual agreement with **his/her supervisor** to take **his/her** floating **holiday(s)** before year-end because of absence due to illness, unused floating **holidays will** be assigned on the last working day(s) of the year.
4. Where an employee falls sick on his/her scheduled floating holiday, that day will not be charged **against his/her** sick leave credits, but shall be treated as a floating holiday for pay **purposes**.
5. Entitlement on **Termination**: If **the employee** terminates after having accumulated **20** weeks' service in the calendar year, the Company will make a cash payment in lieu of any unused **floating holiday** credit.

If the employee **terminates** prior to accumulating **20** weeks' service in the calendar year, entitlement **will** be as follows:

- (a) If the employee has not **qualified** for entitlement in the previous year, he/she will have no entitlement in the current year. If **he/she** was granted a floating holiday under **4.** above, the Company will recover one day's pay for each floating **holiday** taken.
- (b) If the employee has **qualified** for entitlement in the previous year, his/her **entitlement will** be prorated based on the number of weeks' accumulated service in the year of termination. For example, an employee who terminates after accumulating five weeks' service in the year would be entitled to **5/20ths** of three days.

The Company **will** either make a cash payment in lieu of any unused floating **holiday** credit or recover the value of the unearned portion of **floating** holidays taken under **4.** above.

In no case **will** an employee be entitled to more than **three** floating **holidays** or **floating** holiday credit in a calendar year.

6. **Temporary** part-time employees shall receive pro-rated payment. (Ref. Part A, Item **1.4.2**)

16.2.4 Sick Leave Entitlement

Temporary employees shall earn sickleave credit of one-half day at 100 percent (100%) pay for each month of accumulated service to a maximum of six days².

**16.2.5 Health Insurance Plan
(Excluding Summer Students Regardless of Wage Schedule Paid From)**

These employees shall be considered as a group in order that they may apply to participate in the Supplementary Plan and the Extended Health Benefit Plan at group rates. One hundred percent (100%) of all premiums will be paid by the employees.

The Company will pay one hundred percent (100%) of the Ontario Health Insurance Plan premium for temporary employees who have four months' accumulated service.

16.3 Notice of Termination

When the employment of a temporary employee is terminated for other than cause, he/she is entitled to one week's notice in writing if his/her period of employment is three months or more.

17.0 POSTING OF VACANCIES AND TRANSFER UPON APPOINTMENT

17.1 Post and Transfer-General

All regular full-time and regular part-time positions within or one level above the Union's jurisdiction will be advertised province-wide when they become vacant. Selection to be made or the vacancy cancelled within four months after the posting date of the advertisement. Transfers of successful applicants to be made or rate for the new position paid in accordance with the Promotion Rule as Identified in Part 'D', Section 10.0, 60 days from the date of selection for the position.

Placement opportunities as set out in Article 10.2 shall not be subject to the provisions contained herein.

One copy of the compiled list of applicants for all advertised vacancies will be forwarded to the Union Office.

² Day, in this instance, is the number of hours normally worked by a regular employee in a classification and/or the work group of which the temporary part-time employee is a member (seven or eight hours). Sick leave is used on the basis of payment for the number of hours the employee was off work.

17.2 Notification to Applicants

1. If the **decision** has **been** made within five weeks of the closing date of the **advertisement**, then at that time, the supervisor with the vacancy or his/her personnel manager **will** be responsible for:

Advising **all** applicants who have been interviewed of the decision in writing.

Supplying Human **Resources** with the list of successful applicants for publication. The published list will be considered appropriate **notification** for those **applicants** who were not **interviewed**.

2. If the decision has not been **made** within **five** weeks of the closing date of the advertisement, then at that time, the supervisor with the vacancy or his/her personnel manager **will** be responsible for:

Ensuring that all applicants who do not possess the necessary qualifications are **notified that** their applications have been considered and they were not successful.

Ensuring that all remaining **applicants** are informed of the delay, the status of their **application** and when a decision is **likely** to be made.

3. When a final decision has been made, the supervisor or **his/her** Human Resources Manager will ensure that:

The unsuccessful applicants not yet informed are notified of the final decision as soon **as possible**. The name of **the successful** applicant should be given.

The successful applicant and his/her supervisor is notified.

Notify Human Resources of the name of the successful applicant for publication.

17.3 Similar Vacancies

When a similar vacancy occurs beyond four months following the posting date of the advertisement, it must be **reposted** and considered separately.

17.4 Instructors and Training Technicians

Advertised vacancies for instructors and **training** technicians may be filled on a temporary basis. **The time** period shall not exceed **18** months **after** which the incumbent will revert to **his/her** regular classification and k-cation. The position(s) will be advertised each **time** with the **provision** that an employee will **not be** selected for two consecutive terms. The employee will be compensated as per Part 'A' Item **18.1** for the position while he/she is retained in it and **his/her** progression in **his/her original** classification **will** not be delayed because of such a temporary assignment. **The number of positions** in a department **filled** on a temporary basis **will not exceed 50%** of the positions **filled** on a regular basis. Exceptions to this clause may be **jointly** agreed to between the Sector Vice-President or delegate and Management.

17.5 Internal Temporary Rotational Opportunity

Internal temporary **rotational opportunities required** for greater than twelve **months will** be posted at the **location. Selection criteria will be per Article 10** Selection Rules.

18.0 PAYMENT FOR TEMPORARY INSTRUCTION

18.1 Daily Allowance

An allowance of **\$30.00** per day or part of a day will be **paid** to an employee withdrawn from his/her-normal duties for up to a maximum of **sixty consecutive working days, to prepare for and/or deliver** classroom instruction or group **demonstration**.

Instructors assigned beyond sixty consecutive working days will be compensated at the regular Training Technician rate (in each of the disciplines identified by the parties, the rate of the Training Technician shall be determined by adding 10% to the rate of the position to which the discipline is tied) less 5%.

Temporary **instructor requirements anticipated to exceed five months in duration but not greater than eighteen months shall be posted as Temporary Instructor vacancies (as per Part "A", Item 17.4). Compensation will be the regular Training Technician rate (in each of the disciplines identified by the parties, the rate of the Training Technician shall be determined by adding 10% to the rate of the position to which the discipline is tied).**

These training delivery opportunities will be distributed **as equitably as possible** based on the skills necessary to carry out the **training**.

Employees so appointed who are required to give **instruction** outside of normal working hours shall be **paid** for this time at the appropriate premium rate in addition to the allowance/rate.

This allowance would not apply to:

- preparing and/or presenting a segment of **his/her** routine safety **meeting**
- on the job training given by an **employee**
- those employees whose normal duties **include** instruction
- any supervisor who is not removed from **his/her** normal duties and who **receives** greater than 5 percent more than those **he/she** supervises
- normal **Journey person** to apprentice **relationships**
- **the** evaluation of performance on a **specific training** project as in the **Electrical Maintenance Training** Program.

18.2 Weekly Allowance

Those **employees who** are **appointed** to instruct **OITs** along with their regular duties shall receive **\$30.00** per week bonus which is in compensation for the instruction and preparation of instruction material and for evaluating the performance and progress of the **OIT** on a continuing basis of at least one week's duration.

Employees so appointed who are required to give instruction outside of normal working hours shall be **paid** for this time at the appropriate premium rate in addition to the allowance **specified** above.

This allowance does not apply to:

- on the job training given by an employee
- employees whose normal **duties include** instruction.

19.0 HEADQUARTERS

19.1 General

Two classes of headquarters are established by the Company: work headquarters and residence headquarters.

19.2 Definitions

Work Headquarters - Regular: That **location** to which the employee **normally** reports in order to receive **his/her** daily work assignment or to perform his/her regular duties.

Work Headquarters-Temporary: The centre from which an employee **is** directed to work when **carrying** out all or part of **his/her duties** away from **his/her** regular work headquarters.

Residence Headquarters: The residence headquarters is that location **within** which or adjacent to which he/she is expected to **reside** or is assumed by the Company to reside for purposes of payment of allowances.

NOTE

The residence headquarters may or may not be the same **location** as the work headquarters.

Householder: Householder is **defined** as a person who maintains a complete dwelling.

19.3 Establishment of Headquarters

19.3.1 Work Headquarters

The Company may, at its discretion, establish work headquarters in any location for effective administration.

Notice Period - Overnight Absence at Temporary Work Headquarters: In the event an employee is assigned to temporary work headquarters and overnight absence is required, three days' notice will be given. Notice will not be required where emergent conditions exist.

Penalty: Failure to provide notice as above will require payment of premiums rates for work performed from the temporary work headquarters until the notice period has expired. This provision does not apply to travelling crews.

19.3.2 Residence Headquarters

The establishment of residence headquarters will be dependent upon the presence of adequate living facilities at that location.

Residence headquarters for employees with no spouse or dependents may be any location where they are boarding facilities either Company or privately owned.

Residence headquarters for employees with a spouse and/or dependents may be any location where there is housing accommodation whether it be Company or privately owned.

NOTE

Such accommodation must be one at which it is reasonable for the employee to reside.

Establishment of New Residence Headquarters: When a residence headquarters is established in a location which was not previously designated, the human resources manager shall advise Labour Relations who, in turn, shall advise the Union.

NOTE

The Union need not be advised on individual moves from one established residence headquarters to another.

19.4 Change of Headquarters Upon Transfer

19.4.1 Advice of Headquarters

An employee shall be advised, when employed or transferred, of the location of his/her residence and work headquarters.

³ Time and one-half for four hours, double time for next four hours

19.4.2 Notice of Transfer

When employees with more than one months service are transferred and a change of **residence** headquarters is involved, a minimum of one month's written **notice** shall be given. This shall not apply in the **case** of an employee being transferred as a result of an advertised vacancy or as a result of the **Worksite/Location** Redeployment clause of Article **11.0**.

19.4.3 Duration of Stay In New Residence Headquarters

Householder: A change in residence headquarters will not be made for a householder unless it would appear that he/she will be located at the new residence headquarters for a period of at least six months.

Living In Trailers: For those employees living in household trailers, moves for lesser periods than six months may be **authorized** at the **discretion** of the division or region concerned, bearing in mind the distance and economics involved.

20.0 TRAVELLING TIME OUTSIDE NORMAL WORKING HOURS

When the supervisor directs employees to **travel** between one work centre and another work centre, they shall be entitled in any calendar day to payment for travelling at the appropriate premium rate in accordance with conditions governing overtime up to a maximum of the number of hours which **constitute** a normal work day subject to the following:

1. Overtime will be paid when employees are required to drive a Company vehicle **outside** normal **working** hours unless being used exclusively for their own personal transportation.
2. When travelling by **public transportation**, travelling time shall be considered to **include** waiting periods beyond the employee's control up to a maximum of five hours: both preceding, during and subsequent to the travelling period, but **excluding** meal periods (one hour each) occurring during the **waiting** period.
3. When a berth or overnight accommodation is allowed and available, compensation shall not be made between **2300** hours and **0800** hours, nor shall the time spent for noon and evening meals (one hour each) be subject to compensation.
4. Normally selection **interviews** are conducted during employee's normal **working** hours. However, **where** it is **unavoidable**, and an interview is scheduled outside an employee's normal working hours, additional payment will be made at straight **time** for **each** hour spent in **interviewing** or travelling up to a maximum of a normal day's basic pay for each day **involved**.
5. No **compensation** for travelling time **outside** the normal working hours shall be made in the **following circumstances**:
 - (a) For the first three **hours** travelling **time** each way when directed by his/her **supervisor** to **attend** a training **course** away from **his/her** normal work headquarters for five days or more. Payment for periods beyond the first

three hours will be at straight time rates up to maximum of a normal day's basic pay.

- (b) For attendance at conventions (except where it is part of the employee's normal function.
- (c) When a change of residence headquarters and related transfer is involved, the employee will normally travel during normal working hours without any loss of base pay. If the employee is required to travel on a regular day off, payment for travelling time will be made at straight time up to maximum of the number of hours which constitute a normal work day
- (d) On periodic return to residence headquarters resulting from a permanent transfer, as outlined in Section 26.0.
- (e) For a new employee reporting to some administrative centre or station for instruction or training before reporting for work at his/her new location.

6. Where the Company normally provides transportation facilities between residence headquarters and work headquarters for normal daily hours an employee required to work extension overtime will be provided free transportation to the residence headquarters.

NOTE

Equivalent time off without pay may be granted on the basis of an hour off for each hour spent travelling provided the workload permits.

21.0 COMPENSATION FOR TRAVELLING EXPENSE

21.1 Travel Outside of Residence Headquarters

When employees are directed to work at a temporary work headquarters which is outside of their residence headquarters, and when such headquarters is within a reasonable distance of their residence headquarters, the employee may wish to commute daily rather than remain at the temporary work headquarters. When commuting is mutually agreeable, the employee may claim a daily travel expense on the following basis:

- 1. Where the temporary work headquarters is less than 40 road kilometres from the regular work headquarters: - \$14.00.
- 2. Where the temporary work headquarters is 40 road kilometres but less than 56 road kilometres from the regular work headquarters: - \$16.00.
- 3. Where the temporary work headquarters is 56 road kilometres but less than 80 road kilometres from the regular work headquarters: - \$22.00.
- 4. Where the temporary work headquarters is 80 road kilometres but less than 105 road kilometres from the regular work headquarters: - \$28.00.

5. Where the temporary work headquarters is **105** mad kilometres or more from the regular work headquarters: - **\$34.00**.

The daily travel expenses shall **apply** only when it is in the Company's end the employee's interest to continue **residing** at home during such temporary changes in headquarters. Under these **circumstances**, employees are **required** to be at their temporary work headquarters at **normal** starting time and remain **until normal quitting time**.

In **addition** to this daily travel expense, the employee shall be:

1. Paid for time spent travelling on the first trip when the work headquarters is changed and the last **trip** when he/she returns to his/her regular work headquarters.
2. **Entitled** once every two weeks to payment for actual time spent **travelling** at straight time up to a maximum of three hours **each** way between temporary headquarters and regular work **headquarters**.

While an employee is in receipt of benefits under Section **21.0**, he/she will not be entitled to any **of the** provisions **as set** forth in Section **26.0**.

21.2 Travel Inside **Residence** Headquarters

When employees are directed to report for work at normal starting **time** at a temporary work headquarters which is **within** their **residence** headquarters, they **will** be paid a daily travel expense equivalent to the return **road** kilometres between the temporary work headquarters and the regular **work headquarters**, **computed** at the current standard kilometre rate. This travel expense will be **paid each day** the employee **works** at the temporary work headquarters. In **addition** to this daily travel **expense**, the employee shall be paid for time spent travelling on **the first trip** when **the work headquarters is** changed and the last **trip** when he/she returns to **his/her** regular work headquarters.

- 21.3** When employees are directed to work at a temporary work headquarters as in Section **21.1** or **21.2** and the Company provides a vehicle for daily transportation, the above daily travel expenses shall be reduced by **50** percent (**50%**).

22.0 TRANSPORTATION TO OUTLYING STATIONS

Transportation to **outlying stations** shall be in **accordance** with Mid-Term Agreement **PW-8**.

Employees at the Bruce Sits who avail themselves of the bus service shall be charged a standard fare of **\$1.00** each way and **\$2.00** per **round** trip.

The **kilometre** rates applicable under Mid-Term Agreement **PW-8** shall be two-thirds of the current Company **kilometre rate**.

23.0 METROPOLITAN TORONTO BOUNDARIES

For purposes of payment of travelling allowances the boundaries of Metropolitan Toronto, for Company purposes, shall conform to the Toronto metropolitan area boundaries as recognized by the municipalities constituting Metropolitan Toronto.

NOTE

This does not affect other special settlements relative to moving allowance, meals, etc., presently in effect within the metropolitan area of Toronto.

24.0 KILOMETRE RATES

Kilometre rates paid to employees using their automobiles on Company business shall be as follows:

1. The rate paid per kilometre is related to changes in the Private Transportation Index component of the Consumer Price Index of Canada.
2. The rate of .42 cents per kilometre will take effect on January 1, 2001.
3. Future increases of one cent per kilometre will occur with each additional ten percent (10%) point increase from the base figure of 31.5 (1992 CPI = 100) in accordance with the formula described in a letter of agreement between Ontario Hydro and the Union dated May 25, 1983.
4. Conversion factor is 1 mile = 1.6 km.
5. A decline in the index below the level of a previously surpassed trigger point for two or more consecutive months will result in a reduction in the paid rate to the appropriate amount.
6. The effective date for any new kilometre rate triggered by this indexing formula will be the first of the month following the month in which the Index is published.
7. The additional payment for hauling household trailers will be nine cents per kilometre. The payment for hauling smaller trailers (camper, ski-doo, boat, etc.) will be three cents per kilometre.
8. The above rates will apply on a province-wide basis.

As a condition of employment, the Company does not require anyone to own a car. When transportation is required, the employee may, with the Company's approval elect to use his/her own car at the approved kilometre rate but if he/she does not elect to use his/her own car or if he/she does not own a car, the Company will, if necessary, provide alternative transportation appropriate to the occasion. However, ownership of an appropriate driver's license may be a condition of employment in some situations.

25.0 TRANSPORTATION AND MOVING EXPENSES

25.1 General

Method of Transportation: The method of **transportation** and all expenses chargeable to the Company in moves of employees **are** subject to the control and approval of the Company.

Packing and Shipping Furniture: In view of the Company's willingness to pay for packing furniture, as well as transportation, employees usually will not be allowed time or travelling expenses to **return** from **point** of work in order to look after packing **and shipping** of furniture, subject to Subsection **26.5, Time Off** For Move.

25.2 **Notice of Transfer**

Refer to **Section 20.4.2.**

25.3 Transfer of **Temporary Employees**

The Company will only pay necessary travelling expenses of temporary employees when they are moved from one location to another at the Company's request.

NOTE

The transportation of families and/or furniture of such employees will not be paid.

25.4 **Appointment of New Probationary Employees**

A new employee **hired** for a regular position in a location other than the **point** of hire will not ordinarily **be** recompensed for moving expenses

N & E

In exceptional cases, as part of the employment agreement, a director may pay all or part of the moving expenses of the employee and household to the location where the employee **will** be employed.

This rule applies to a new operator-in-training **or** a new apprentice who is being assigned to the **first** location.

NOTE

Costs of transporting the family of an operator-in-training or of an apprentice to a new **location** during the training period will be **paid**, but costs of moving the household effects of an **operator-in-training** or of an apprentice who is a householder will only be paid when they have attained two years' service or on the final move to a regular position.

25.5 Transfer of Regular Employees

The following instructions will apply to all regular employees subject to the following limitations: An operator-in-training will be eligible when progressing satisfactorily with the training course, after the attainment of two years' service. Apprentices will be eligible upon successful completion of the learner stage of their development, i.e., when they become Improvers. In the case of regular part-time positions, expenses for employees will be pro-rated based on the hours of the position into which they are moving except for moves governed by Article 11.20 In which case Part A, Item 25.0 applies in whole.

Householders: When the residence headquarters of a regular employee who is a householder is changed he/she will be entitled to the moving expenses outlined below unless the new residence headquarters is within a reasonable commuting distance from his/her residence.

NOTE

A householder is defined as a person who maintains a complete dwelling.

1. Transporting the employee and family.
2. The packing, freight or truck charges on household effects, among which will be included boats and second automobiles which are part of the personal effects of the employee.

N O T E

Items of this kind which are used for business farming or commercial purposes, as well as large boats such as houseboats which would require special transportation would not be included in moving expenses paid by the Company.

together with,

3. The cost of board and lodging for the employee's family while furniture is in transit.

Board and Lodging: The Company will also pay the expenses of board and lodging allowance for the employee as applicable under Part 'A', Section 28.0.

Part E, Construction Technical Employees and Part D, Job/Field Clerks: Moving expenses will only be paid when there is a minimum of six months' work available, at an established work headquarters or on a special project for these employees who are householders.

NOTE

For regular employees living in household trailers, moves for lesser periods of time than six months may be authorized by the department head or construction manager concerned. In this connection the distances and economics must be carefully considered.

Incidental Out-of-Pocket **Moving** Expenses: Employees may **claim** a **\$4,500** allowance for **miscellaneous out-of-pocket** expenses required by the move. The **requirement** for supporting receipts and taxability of the allowance will be governed by Accounting **Service** Procedures.

Lease Termination: The Company **will** pay up to the maximum of two months rent **towards** the actual cost **In terminating** a lease.

Time off for Move: If regular employees who are householders are **required** to move their household to new residence headquarters on **a** regular scheduled day of work, they shall be granted one day off with pay to assist **in** the move.

NOTE

Extension of this time off with pay will be at the discretion of the director concerned.

Non-householders: When the residence headquarters of a regular employee who is a **non-householder** is changed, the **cost** of transporting the employee will be **paid**. A director, at **his/her** discretion, may **authorize** actual moving expenses to a maximum of **\$500.00** or a lump sum payment of **\$500.00** towards the **cost** of moving personal effects, **including** furniture. No reimbursement will be made for Incidental out-of-pocket expenses.

NOTE

This section does not apply to operators-In-training nor to indentured apprentices with **less** than two **years'** service.

Kilometre: All employees described under **the Householders** and Non-householders sections may be allowed the regular **kilometre** rate for driving the employee's car to the new location **provided** that such **cost** is not more than it would otherwise **cost** for transportation of the employee's family and for freight on **shipment** of the automobile.

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 \$3,500.00 for 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).
2. The Company will reimburse the employee for standard brokerage fees up to \$11,500.00 related to the sale of the old principal residence.
3. To qualify for payment of expenses involved in purchasing a new residence, the employee must give written notice at the time of his/her transfer that he/she intends to buy a residence.
4. If an employee sells a mobile home (i.e., a trailer designed and used exclusively as a residence which exceeds 2.6 metres (8.5 feet) in width or 10.67 metres (35 feet) in length), he/she is considered to have sold his/her residence.
5. When an employee's actual cost exceeds the maximum allowed in either 1 or 2 above the employee may utilize any surplus in the other item up to the maximum of \$15,000.

Exceptions: Any transaction which is not commenced within one year of the date of the employee's transfer. Extension of this time period shall be at the discretion of a director.

Moves resulting from a demotion for cause.

25.6 Housing Assistance Plan

Eligibility for the Housing Assistance Plan is conditional on the employee abiding by all the requirements of the Housing Assistance Plan as listed below:

25.6.1 Application

- 25.6.1.1** The housing assistance plan applies to regular employees eligible under Item 26.5 who are subject to a forced transfer or who have received a written declaration that they are surplus.
- 25.6.1.2** The provisions of this policy are only applicable to the principal residence of the employee, but do not cover other, commercial (income producing) properties, cottages which are not the principal residence, farms, commercial real estate holdings, tenanted properties (e.g. duplex or triplex), mobile homes on leased land, or residences with urea formaldehyde foam insulation (UFFI) or properties as defined in Item 25.6.1.3.
- 25.6.1.3** It will be the prerogative of the Company to reject an employee's application for Housing Assistance if the property is not an acceptable risk, with free and clear title.

25.6.2 Purchase Guarantee

- 25.6.2.1** The Company will provide a purchase guarantee based on an appraisal of the property's current worth by a group of up to three appraisers, to be selected by mutual agreement between Corporate Real Estate and the employee. The appraisals will be done at a time that is convenient to the employee and his/her family. Individual appraisals provided to the Company by the realtors/appraisers will not be disclosed to ensure objectivity for current and future appraisals.
- 25.6.2.2** The Company will not request appraisals until the employee is ready to list his or her house in the marketplace, providing this is within one year of the employee's transfer to the new work location, and the employee is prepared to abide by Subsection 25.6.2.4 and Subsection 25.6.3.1.
- 25.6.2.3** The employee must accept or reject the Company's Purchase Guarantee within five working days of its receipt. If the employee rejects the Purchase Guarantee, the Company has no further responsibility with regard to Housing Assistance or the Purchase Guarantee, however, the employee will still be entitled to the other relocation assistance benefits including 25.6.5.3.
- 25.6.2.4** If the employee wishes to participate in the Housing Assistance Plan, the employee must not list the property for sale until the Purchase Guarantee has been accepted.

25.6.3 Listing of Property

- 25.6.3.1** If an employee chooses to participate in the Housing Assistance Plan, by accepting the Purchase Guarantee, the employee will immediately list the property for SO days on MLS (where such service is available) at a price not exceeding 107% of the guaranteed price.

- 25.6.3.2** Under the Housing Assistance Plan, the Company purchases an employee's principal residence in the former location at market value, if the employee is unable to sell it within 90 days. The house may be purchased by or turned over to the Company after 30 days if the house is vacant and the employee agrees with this action. The employee must put in writing that no real estate fees will be paid if the property is purchased by the Company.
- 25.6.3.3** The employee will retain the right to sell to a third party until such time as the property is purchased by or turned over to the Company for resale.
- 25.6.3.4** In order to assist the employee to dispose of the property expeditiously and at a fair market value, the employee must notify the Employee Relocation Administrator of all offers to purchase during the listing period. The Company may ask the employee to accept an offer which is lower than the Purchase Guarantee, whereupon the employee will be compensated for the difference between the Company's Purchase Guarantee and the amount of the offer. The employee's acceptance of any offer less than the Company's Purchase Guarantee is not mandatory and the employee will retain control of the sale of the residence throughout the listing period. All offers to purchase will be held in confidence by the Employee Relocation Administrator.
- 25.6.4 Sale of Property by the Company**
- 25.6.4.1** The employee must be prepared to sign power of attorney authorizing the Company to sell property on the employee's behalf on the first day following the 90 day listing period. If the employee will be unable to vacate the premises at that time, the Employee Relocation Administrator must be notified.
- 25.6.4.2** The Company will pay to the employee the difference between the value of the property to the Company (Purchase Guarantee) and all existing encumbrances, including the advance of equity when the house is turned over to the Company or at the end of the 90 day listing period, whichever comes first.
- 25.6.4.3** When an employee applies for assistance under this procedure, he or she must declare under oath, if required by the Company, all encumbrances of any nature or kind whatsoever, including executions, chattel mortgages, and notices of conditional sales contracts which the employee is obliged to pay.
- 25.6.4.4** In consideration of the payment to the employee of the amount established in Subsection 25.6.4.2, the employee will complete a deed of sale of the property, conveying the same by good and marketable title, but subject to all existing encumbrances, to the Company or its nominee.
- 25.6.5 Advance of Equity**
- 25.6.5.1** In order to provide the employee with funds for a deposit or down payment on a residence at the new location, an advance of up to 100% of the employee's equity (Purchase Guarantee minus encumbrances) in the employee's principal residence at the former location may be loaned to the employee by the Company.

25.6.5.2 if the employee accepts the Company purchase guarantee and sells his/her principal residence during the 90 day listing period, he/she is responsible for repaying the Advance of Equity to the Company within five working days of the closing date of the sale of the former residence. Failure to do so will activate the appropriate interest charges to the employee based on the Treasury Division's Published Interest Rate Schedule (employee housing loan five-year term) in effect on the closing date of sale. It is the employee's responsibility to repay the Advance of Equity to the Company within five days of the sale of the former residence, or within 90 days from the date of Issue of the Advance, whichever comes first.

25.6.5.3 An employee who rejects the Company's Purchase Guarantee, may take advantage of the Advance of Equity Option. If the former principal residence is not sold within 90 days of the date of issue, the employee must pay interest to the Company at his/her own expense commencing on the 91st day. The interest rate will be based on the Treasury Division's Published Interest Rate Schedule (employee housing loan five-year term) upon the expiration of the 90-day period. It is the employee's responsibility to repay the Advance of Equity to the Company when the former residence is sold, or within 180 days (six months) from date of issue of the Advance, whichever comes first.

25.6.6 House Evaluation and Guarantee Plan

Upon subsequent transfer within the Company, an employee will be guaranteed his/her purchase price up to a maximum of four times his/her base salary at the time of the transfer (plus or minus \$3,000 for Improvements or damages to the property). This guarantee will be for a period of ten years from the date of purchase. Improvements must be verified by receipts and do not include normal painting, decorating and maintenance costs. An employee may not sell his/her house for less than the guaranteed amount without the consent of the Company.

If an employee contracts to have a house built in the new location, the Employee Relocation Administrator, Corporate Real Estate, must arrange for an appraisal of the new principal residence upon completion to establish the "guarantee amount".

If an employee who is eligible for the House Evaluation and Guarantee Plan rejects, or does not qualify for, the Company's Housing Assistance Plan, the following stipulation will apply. The employee must not sell to a third party for a price less than the employee's original purchase price, unless the sale price is approved by the Employee Relocation Administrator, Corporate Real Estate.

The price level guaranteed by the House Evaluation and Guarantee Plan will be modified downwards in the event of a significant reduction in the level of real estate prices throughout Ontario.

25.7 Transfer of Regular Employees-Staff Reduction and Recall Procedure PWU Agreement - Article 11

No moving expenses will be paid for an employee being recalled to a vacancy.

Recall shall include employees who are reclassified from a lower classification to their original classification as well as employees who have terminated employment and are recalled.

When regular employees who, with the approval of the region or division are occupying a house or a trailer on Company property or a site under control of the Company, become surplus and are unable to transfer under Article 11 but are laid off, they shall, if required by the Company to move, be reimbursed under Section 25.5 or 25.7, whichever is applicable. In an amount equal to the cost of a move back to the regional office or to the actual location to which the employee desires to move, whichever is the lesser.

25.8 -Use of Trailers

Special Trailer Allowance: Regular employees entitled to moving expenses who are moving to sites that do not have convenient facilities for parking household trailers will be entitled to a special trailer allowance of \$150.00. Such facilities include blocking up of trailers, hook-up of water, sewage, electricity and the like.

NOTE

Employees moving to established trailer parks, either privately owned or on Company property, will not be entitled to this special allowance.

At **Temporary** Headquarters: Regular employees who desire to live in a trailer while working away from their residence headquarters may do so with the approval of the department head.

When moving the trailer from one temporary location to another temporary location, the employee will be allowed the cost of only public transportation unless the employee is using his/her car for Company purposes, in which case the standard kilometre rate will be allowed.

At **Residence** Headquarters:

1. When a regular employee lives in a trailer and moves it to the new residence headquarters by car, payment shall be:
 - (a) In addition to the authorized car kilometre rate, a sum equal to nine cents per kilometre for moving by the shortest practical route between the two residence headquarters.
 - (b) Normal living expense en route for the employee and immediate family;
 - (c) The special trailer allowance of \$150.00 will be paid.

NOTE

Incidental out-of-pocket moving expenses **will** not be paid.

2. When an employee **lives** in a trailer but does not own a car or **feels** that the **car** is not suitable to pull the trailer:
 - (a) The Company **will arrange** for the moving of the trailer by the most **economical** method.
 - (b) The employee **will** be responsible for arranging a new location for the trailer.
 - (c) The employee and/or family will not occupy the trailer while in transit.
 - (d) Transportation expense **will** be supplied in the same manner as if the employee **were moving** from one house to another except that **Incidental out-of-pocket moving** expenses will not be paid.
 - (a) The special trailer allowance of **\$150.00** will be **paid** where applicable.
3. When an employee who **lives** in a **trailer, decides** to live in a **house** at the new location:
 - (a) Personal effects and furniture excluding the trailer will be moved.
 - (b) The employee and family will be supplied transportation in the usual manner.
 - (c) The **employee** may **claim** a **\$4,500** allowance for **miscellaneous out-of-pocket expenses required** by the move. The requirement for **supporting receipts** and **taxability** of the allowance will be governed by Accounting **Service Procedures**.
4. When an employee who lives in a **house** decides to live in a trailer at the new location, payment shall be either:
 - (a) Moving expenses for **furniture** and family, but not trailer, if the employee **desires** the furniture shipped, or
 - (b) Expenses as outlined in residence headquarters **Subsections 1. and 2.**, if furniture is moved in the trailer.
 - (c) The **special** trailer allowance of **\$150.00** will be paid where applicable, but the **disturbance** allowance will not be paid.

NOTE,

The Company will not accept responsibility for any damage to an employee's trailer and/or contents while in transit under any of the circumstances mentioned in Subsection 1.5.

25.9 Transfer to Placement Opportunities

Where management requests an individual employee to submit his/her application to a placement opportunity to a particular location, moving expenses as outlined in Subsections 25.5 and 25.7 will be paid.

The payment of moving expenses to employees who are being transferred at their request and entirely for their own accommodation will be at management's discretion.

25.10 On Retirement

A regular employee on retirement shall be reimbursed under Subsection 25.5 or 25.7, whichever is applicable, in an amount equivalent to the cost of the move to any location in Ontario in which the employee desires to settle if:

1. A house or trailer is occupied on Company property or a site under the Company's control; and
2. The Company requires the move.

25.11 Allocation of Moving Expenses

When an employee is moved from one location to another, the expenses involved shall be charged to the location to which the employee is moved except in the case of a move of a retiring employee occupying a Company-owned house. In this instance the expenses shall be charged to the residence headquarters at the time of retirement.

25.12 Change of Residence Headquarters

On a change of residence headquarters the employee shall be entitled to actual expenses for a period of up to one month. He/she shall be entitled to an allowance of \$50.00 each day he/she is eligible thereafter.

26.0 RETURN TO RESIDENCE HEADQUARTERS

26.1 General

It is often necessary for Company employees including those on transfer to work at temporary work headquarters which are at points distant from their residence headquarters.

Having due regard to the nature, importance, and length of the job and when practicable, the Company shall, within reasonable limits, reimburse the employee for expenses incurred in returning to his/her residence headquarters once each week, if an employee chooses to

remain at the temporary **work** headquarters, the Company will pay the lesser of the cost of meals and accommodation **or the** cost of the return trip to his/her regular work headquarters.

26.2 Return to Residence Headquarters on Permanent Transfer

An employee permanently transferred to a **new** residence headquarters will be reimbursed for expenses incurred in returning to **his/her old residence** headquarters once each week until he/she moves his/her family to the new location. The maximum period of entitlement will be four months **from** the date of transfer to the **new** residence headquarters unless extension **is authorized** by the appropriate director.

Entitlement shall cease when the employee moves his/her family to the new location.

All travel time associated with the return to, residence headquarters will be outside the employee's scheduled hours of work.

The employee will not be entitled to claim payment for travel time.

26.3 Return to Residence Headquarters When Transferred to a Temporary Work Headquarters

Entitlement will be for the duration of the transfer (subject to postponement as per **27.5.2** below).

All travel **time** associated **with** return to regular headquarters will be outside the employee's scheduled hours of work. The employee will **be** entitled to payment for actual time spent **travelling at straight time** to a **maximum** of eight hours each way.

26.4 Assignments to Training Courses

Employees assigned to temporary work headquarters for training courses of five days or more will **be** compensated for expenses **incurred** in returning to his/her residence headquarters once each week.

No compensation shall be made **for the** first three hours of travelling time each way. Payment for **periods** beyond the first three hours **will be** at straight time rates up to a maximum of a normal day's basic pay.

26.5 Qualifications to Above Policy

The return **trips** mentioned in Section **26.1**, will **be** granted subject to the following conditions:

26.5.1 Scheduling of Trips

Return trips to residence headquarters shall be made at times when service or apparatus will not be jeopardized thereby except in case of emergency such as illness in the family or other matters highly important to an employee.

The Company will schedule the trip to meet the needs of the majority concerned or by mutual agreement where the work of some employees is dependent on the assistance or presence of other employees.

26.5.2 Postponement of Return to Residence Headquarters

If, at the end of a week, when a return to residence headquarters would normally take place, it appears that the job will be completed on or before Wednesday of the following week, the return trip may be postponed until the job has been completed. If work is not planned on the weekend, the employee will have the option of remaining at the temporary headquarters or claiming the equivalent cost of staying at the temporary work headquarters and make his/her own arrangements.

26.5.3 Use of Company Vehicles

The round trip to residence headquarters must be made within the scheduled non-working period. It must be made in a Company vehicle whenever the services of a suitable vehicle are available.

When a suitable Company vehicle is available, employees who do not avail themselves of these facilities will not be reimbursed for transportation expenses. Those who remain at the temporary work headquarters will be treated as if they were at residence headquarters.

When transportation by Company vehicle is not provided, the equivalent of public transportation costs or the standard kilometre allowance whichever is lesser, will be authorized by his/her supervisor for an employee who chooses to use his/her own car. Instead of public transportation for himself/herself alone or for carrying other employees as passengers.

26.5.4 Isolated Locations

In special cases when a temporary work headquarters is remote from public transportation, employees will be allowed to accumulate or "bank" overtime at straight time rates to a maximum of 40 hours in order to have extra time away from the job. Such permission shall only be granted when the majority of the affected employees agree.

NOTE

Each special case is subject to agreement between the PWU Executive Committee and Labour Relations.

26.6 Alternative to Return to Residence Headquarters

The Company **will** consider paying **travelling costs** up to a maximum of the **costs** to residence headquarters when an employee wishes to go to some other location for personal reasons such as to join his/her family who are **vacationing**.

27.0 BOARD AND **LODGING**

27.1 General

The payment or nonpayment of board and **lodging** (or living-out allowance in lieu **thereof**) shall be predicated on separation or **non-separation** from the employee's Residence Headquarters as defined in Part 'A' **Item 19.0**.

NOTE

No free board and lodging shall be given to employees while they are located in **their residence** headquarters except where camp **facilities** are provided.

When Applicable: **Board and** lodging allowance is only applicable when the employee is absent from residence **headquarters for** more than one month.

For periods of **time** up to one month, the employee is entitled to submit an expense report for actual expense incurred.

27.2 Rate of Allowance

The board and lodging allowance shall be **\$50.00** per day.

Statutory Holidays and Vacation: Board and lodging will be allowed for statutory holidays.

During annual vacation period, **lodging** expenses only **will** be allowed, whenever it is necessary for the **employee to retain** this **lodging** for use after vacation, and approval has been obtained **from the** department head.

NOTE

If, under certain circumstances and local conditions, the standard rate is considered inadequate, and it would result in undue hardship to the employee, a higher weekly limit, commensurate with existing **conditions**, may be set **with the approval** of the **vice-president** or the general manager concerned. In this case, the request must be supported by vouchers.

The standard rates for board and **lodging** in Company boarding houses shall be **\$4.60** per day. The rates for **OITs**, apprentices, junior clerks and summer students earning the equivalent of salary range **54** or lower shall be **\$23.00 per** week.

27.3 Absence from **Residence** Headquarters

The Company shall assume, **within reasonable limits, the** cost associated with meals, travel and lodging while an employee is assigned to a **temporary** headquarters. Where possible, **single** room accommodation will be provided.

Board and lodging shall be **supplied** without charge if the employee is living in **Company-**operated quarters.

When **employees** are required to **work** away from their normal headquarters for three consecutive days or more in a week, they shall be **entitled** to claim **\$20.00** in compensation for **laundry and long distance telephone calls home**. **The provisions of this item shall also apply to employees who are in receipt of actual expenses of board and lodging allowance due to change in residence headquarters in accordance with Section 27.4.**

27.4 Change of Headquarters

27.4.1 Regular Employees - **Householders**

A regular employee shall be paid expenses up to a **maximum** period of four months as follows:

Actual **expenses** for up to one month from the date of **actual** transfer to the new **location**; and thereafter **the standard** board and **lodging allowance** until the time the household is moved to the new location.

NOTE

Such an employee must be a **householder** and entitled to the payment of expenses as **outlined in Part 'A' Item 25.0.**

Extension of Allowance: Payment of any **allowance beyond** the period of four months must be **authorized** by the **appropriate** director.

Eligible Employees: Payment of this allowance **will** be made only to an employee who indicates an **intention** to move to the new location.

If the employee **fails to move within the time limit**, any cash allowance paid in **lieu** of board **allowance shall** be recovered by the Company unless the reasons for not moving were beyond the **control** of the employee and/or **the employee actually did board** in the new location during this **period**.

27.4.2 **Non-householders**

On transfer to Company-operated quarters, an **employee** who is a non-householder shall pay for **board** and **lodging** immediately on transfer.

If **not living in Company-operated quarters**, an **employee who is a non-householder shall be permitted** actual expenses to a maximum of up to **one month**, after which **no allowance will be** made.

27.4.3 Apprentices

If transferred to a new headquarters-upon completion of the training **course**, the apprentice shall receive allowances as **provided for** a non-householder in Section **27.4.2**.

27.4.4 Attendance at Company-Operated Training Courses

Board and lodging shall be provided or board and lodging allowance shall **be** paid to all employees when attending a Company-operated training course.

28.0 JOINT COMMITTEES

28.1 Joint Pension and Insurance Committee

Note:

Nomenclature and participation on this Committee are subject **to** change pending the Implementation of **amendments** to the Ontario **Power Generation** Pension Plan. The **parties** agree to revise this item as necessary for the next printing of the Collective Agreement.

1. **Scope:** To monitor **the administration** and the financial status of the Pension and Insurance **Plan** covering all plan members and to **recommend** changes as set out below:

2. Personnel: The "Joint Pension **and** Insurance Committee" shall meet at least twice a year or as requested by either party and shall **consist** of the following members:

three PWU members
three Ontario Power Generation management members

Each **party** will have the right to have a reasonable number of resource personnel attend the meeting.

The chair will **rotate** between Ontario **Power Generation** and **PWU**, one meeting each.

every effort **will** be made to, reach unanimous decisions. In the event that a unanimous **decision cannot** be reached, decisions will be by a vote of a majority of members **representing** both **PWU** and Ontario **Power Generation**.

3. Function: In an advisory capacity with access to the necessary information: (This is limited in that it does **not apply** in respect of information as to the service, salary, pension benefits or other personal information related to any specific person without that person's prior consent.)

Pensions

- (a) Monitor Ontario Power **Generation's** administration of the Pension Plan as established under the Power **Corporation** Act, associated regulations and rules, and other applicable **legislation**.
- (b) Make **recommendations** respecting the administration of the Pension Plan.
- (c) Promote awareness and **understanding of the Pension Plan on the part of** Plan members.
- (d) Review the Ontario Power **Generation's** approved annual financial statements and investment performance.
- (e) Review the Ontario Power **Generation's** approved Actuarial Valuations of the **Pension** Plan and **discuss** the **need** for assumption changes.
- (f) Identify **potential benefit** changes and **discuss cost** and other **implications**. Committee **recommendations for benefit** level changes will be subject to **ratification** of the respective parent **bodies**.
- (g) **The Committee will have the role of making recommendations generally with respect to the notional account. The Company will adopt any such recommendations with respect to the notional account specifically described in the April 1, 1990 to March 31, 1992 Memorandum of Agreement, Appendix 'G'.**

Life Insurance

- (a) Review the financial position, **premiums** and taxable benefits of the life insurance provisions of the Plan.
- (b) **Identify potential benefit changes and discuss cost** and other implications. **Committee recommendations for benefit level** changes will be subject to ratification **of the** respective parent **bodies**.

28.2 Joint Health and Safety Consultation

The parties will consult regularly on corporate level employee health and safety matters. The following **two joint** committees Will be established to facilitate this consultation.

28.2.1 Joint Policy **Committee on Health and Safety**

1. Goal

To participate in the formation of health and safety strategy and policy by providing information and **opinion** from the Union to the Company's executive on employee health and safety.

2. Personnel

- (a) Company Health and Safety Advisory Committee.
- (b) Union Executive Committee and chairperson of Union **Provincial** Health and Safety Committee and Union staff advisor.
- (c) The chair will **rotate between** the chair of the Company Health and Safety Advisory Committee and the Union Provincial Health and Safety Committee.

3. Function

- (a) Identify problems and issues of Company significance which have not been resolved in the Joint Health and Safety Working Committee.
- (b) Review proposed initiatives and advise the corporate **executive**.
- (c) Evaluate existing policy and advise the corporate executive on recommended changes. **This** function applies particularly to safety rules and work **protection code**.
- (d) Develop Joint Policies on Health and Safety
 - i) **Authority to Stop Work**.
- (e) The committee **will** meet once a year or as mutually agreed.

28.2.2 Joint Health and Safety **Working Committee**

1. Goal

- (a) Provide recommendations to assist the Health and Safety Division in the development, implementation and evaluation of corporate employee health and safety policy and programs.

2. Personnel
 - (a) Manager, Programming Department, Health and Safety Division and other management staff as deemed necessary from time to time.
 - (b) Union Provincial Health and Safety Committee and Union staff advisor to a maximum of eight.

3. Function
 - (a) Participate in the identification of problems and issues of Company significance in employee health and safety policy and practice.
 - (b) Participate in the development, promotion and implementation of Company health and safety programs.
 - (c) Study, develop and make recommendations for changes to the corporate safety rules and work protection code. This function can be delegated to an ad hoc group with mutual agreement.
 - (d) The committee will normally attempt to resolve issues of mutual interest before seeking intervention by senior management or the Joint Committee on Health and Safety.
 - (e) The committee will meet twice a year or as mutually agreed.

28.2.3 Joint Trades Classification Committee

A joint committee shall be established on the following basis:

1. Name: Joint Trades Classification Committee.
2. Personnel: Maximum of three appointees from each party.
3. Function: To study and formulate descriptions and duties of all hourly-rated and weekly-rated trade classifications on wage schedules 22, and 23 presently not included in Negotiated Policies and Practices Number 4, but not to produce a job evaluation or ranking system.

The committee will commence its work within one month after the settling of the 1972 Collective Agreement and shall meet regularly until the task is completed.

4. Limits of Authority: The committee shall work within the recommendations, preamble and occupational format agreed to previously.

The results of this committee's activity shall be subject to acceptance and ratification by the Union and the Company at the negotiating level.

5. A **copy** of all **occupational** definitions will be made available to each employee through **his/her** contact supervisor.
6. The Joint Trades **Classification** Committee shall ensure that **duties** for trades jobs are defined. Their focus will be on the development of documents describing job duties, and will not **consider** or establish compensation for these jobs. There is a need for direct line management involvement to determine current and future duties. The Committee should also work towards developing a system which will allow definitions/documents to be produced quickly and easily to facilitate responsiveness to changing needs,

28.2.4 Joint Committee on Radiation Protection

A joint **committee** shall be established on the following basis:

1. Name: Joint Committee on Radiation Protection.
2. Goal: To **provide** a forum for **communications** between Management and employee **representatives** on **radiation protection topics**, and to develop recommendations to **senior** management for improvements in the **radiation protection** program. The resulting program is expected to lead to a level of performance that compares favourably **with** the best in our **business**.
3. structure:
 - a) Chair: The chair shall rotate on a yearly basis between Management and a **PWU** Executive Representative.
 - b) Members:
 - **Six** Management representatives
 - **Six PWU representatives**
 - Two **Society representatives**
 - c) Secretary: Shall rotate on a yearly basis between the Management representatives and the **PWU** support staff. Management or the **PWU** shall not hold both secretary and chair positions at the same time.
4. Functions: Provide, with respect to employee and public health and safety, group recommendations on improvements to the radiation safety program to the General Manager, **OHN** by:
 - reviewing performance, **evaluating** against targets and external standards, and recommending **broad** goals and performance objectives
 - evaluating performance, identifying **problem areas** and **seek** commitment for change as appropriate
 - promoting good radiation protection practices

defining overall program direction

defining appropriate changes to the Radiation Protection Regulations, supporting procedures, and associated programs

It is understood the above will be modified to reflect the final output of the Quality Improvement Team.

28.2.4.5

Frequency of meetings and quorum: **the Joint Committee on Radiation Protection will meet quarterly. A quorum will be not less than 50% of the members from each of the parties. In the event that a quorum is not achieved, that quarterly meeting will be cancelled.**

28.2.5 Joint Employment Equity/Diversity Committee

1. **Goal: To provide a joint forum for work on OPG Corporate Employment Equity, Human Rights and Diversity policies and/or associated corporate issues.**
2. **Personnel: (a) The committee will be structured to provide broad representation from the Company and the PWU. Up to six positions will be made available to be shared equally between the PWU and the Company (b) The PWU and the Company will be allowed staff advisors as required.**
3. **Function: To meet and exchange information regularly to ensure that the committee is informed of progress on initiatives undertaken by the Corporation and the Union. Each party will identify and bring forward emerging corporate issues for discussions. Both parties will attempt to agree on recommendation(s) acceptable to all parties and for delivery to the Senior Vice President, OPG Human Resources and/or to the PWU Executive where appropriate. Where agreement cannot be reached, each party will communicate expeditiously their positions to the above appropriate party.**
4. **Management is responsible for time and expenses, except for union staff time associated with this committee.**
5. Reference: Terms of Reference, Tripartite Diversity/Employment Equity Team.

28.2.6 Joint Employee and Family Assistance Committee

A joint committee will be established on the following basis:

1. **Name: Joint Employee and Family Assistance Working Committee**
2. **Goal: Provide recommendations to assist the Company and the Union in the development, implementation and evaluation of employee and family assistance policy and programs.**

3. Personnel

(A) Chair: The **chair shall rotate** on a yearly **basis** between the Company and a **PWU** representative.

(B) Members:

- . Representative from the Company
- . Two **(2) PWU representatives** and one staff advisor.
- . Two **(2) Society representatives**

(C) Secretary: The **secretary** shall be supplied by the Company.

4. Function:

4.1 Participate in the **identification** of problems and Issues of **significance** in employee and **family assistance policy** and practices.

4.2 Participate in the development, **promotion** and **implementation** of employee and **family assistance** programs **throughout** the **province**.

4.3 On an **ongoing** basis **study**, develop and make recommendations for change to the Company employee and **family assistance** program. **This** function can be delegated to a sub-committee by mutual agreement.

4.4 The **committee will** normally **attempt to** resolve Issues of mutual interest before seeking **intervention** by the **Senior Joint Union/Management Committee**.

29.0 DISTRIBUTION OF PWU NEGOTIATED POLICIES AND PRACTICES

The Company will supply the Union with **PWU** Negotiated Policies and Practices in quantities to **distribute** to its stewards and with revisions **as may** be issued.

30.0 DISTRIBUTION OF AGREEMENT AND WAGE SCHEDULES

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.

31.0 JOINT WEEKLY-SALARIED JOB SURVEY MANUAL

This manual is a supplement of the Collective Agreement and its provisions shall apply as if set forth in full herein or as amended by the parties in accord with the terms of reference as agreed to by the parties in Mid-Term Agreement.

32.0 TIME CHARGES-UNION ACTIVITIES

32.1 Time Charges and Expenses - Union Representatives

Time off and expenses for Union officers **will** be granted in accordance with Negotiated Policies and Practices Number **3**.

32.2 Time Charges for Employees On Union Business

When the time of employees on Union business is payable by the Union, such time shall be charged at normal rates of pay. The normal payroll burden without the administration charge of ten percent (10%) will be applicable only for Union releases in excess of five consecutive days.

33.0 EYE PROTECTION:

Approved eye protection shall be supplied to individual prescription to all employees who normally wear glasses and are required to wear eye protection for an appreciable amount of time in the performance of their duties.

34.0 PERSONAL TOOLS

34.1 General

Employees in trade categories and designated weekly-salaried categories will provide at their own expense, the ordinary hand tools of the trade. These tools are listed in the appropriate occupational definition/Job document and must be of at least industrial quality, which permits employees to perform their work safely, efficiently and to the standard ordinarily demanded in any given trade. (Owing to the marked differences in the nature of work performed by employees who are classified in the same trade category, it is unreasonable to expect a tradesperson to possess or have on the job, every tool listed for his/her trade, Learners and Improvers must acquire any of the tools listed as and when his/her work demands their use. Employees are encouraged to buy tools which carry a lifetime guarantee.) Tools which are required for equipment of special types, which are peculiar to certain locations as well as tools that fall in the class of shop equipment, will be supplied and maintained by the Company. These, and similar types of tools, have been purposely omitted from the lists.

34.2 Tool Replacement/Upgrading

Each employee, as described in 37.1, will be allowed 8% of the personal tool list-retail price calculation per calendar year for tool replacement or upgrading based on his 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.

34.3 Loss by Fire or Theft

Personal tools which are stolen, are destroyed or damaged by fire to an extent which renders them unusable, will be replaced by the Company. These losses must be incurred in the exercise of Company business and on Company property, except where they occur on or at non-Company locations in the exercise of Company business. Small or inconsequential losses would be recovered through 36.2.

35.0 SPECIAL CLOTHING FOR EMPLOYEES

35.1 General Policy Regarding Work Clothing

Except where **provided** by the Company in accordance **with this** Collective Agreement, employees must provide at their own expense, **suitable clothing** for the performance of **their** regular **duties**. In general, clothing must be **suitable** for the safe and **efficient** performance of **the** work but need not be uniform in appearance.

So **far as** is **consistent** with standard stores' policy, the Company will purchase certain types of work **clothing** in bulk for resale on the most favourable terms possible to employees **requiring** them **in connection with** Company work.

35.2 Special Clothing That May Be Provided at Company Expense

Subject to certain **conditions outlined** herein, **special clothing** may be **obtained** at the expense of the Company for issuance to employees under the following **conditions**:

35.2.1 Where Uniform Appearance Is Required

Where **uniform** appearance is **required** by the Company as in the case of certain **receptionists**, guides, messengers, drivers, and **security** guards uniforms **will be provided**.

35.2.2 For Work Outside of the Employee's Regular Routine Duties

A **limited** number of **rainproof** coats and **hats** may be obtained and kept available at **construction headquarters, attended stations**, etc., for persons who normal&work Indoors but who are **occasionally** required to workout of **doors** under adverse **weather** conditions, es for example when **working** during **emergencies, operating** switches, cleaning racks, etc.

Clothing supplied at **stations** should **be** limited to one **or two coats** and hats, depending upon the number of employees.

35.2.3 For Normal Work Which Must be Performed Occasionally, Under Extreme Conditions

Hip or knee length rubber boots and weatherproof coats and hats may be obtained and Issued temporarily to construction workers, maintenance workers, and labourers when required to work in extremely wet locations or under adverse weather conditions.

One or two rainproof coats and hats depending upon the number of employees Involved, may be provided for each line, forestry and maintenance truck or gang for use in emergencies when workers could not be reasonably expected to have protective clothing available at all times.

35.2.4 For Work Involving Exposure to Materials that are Injurious to Health and Particularly Destructive of Clothing

Rubber boots, aprons and gloves of an approved material may be provided for employees when handling acids for batteries, cleaning transformer coils or for other work which is similarly destructive of clothing.

Aprons, gloves and sleeves made of plastic, plastic-lad or other approved material may be provided for employees who are required to handle creosote, creosoted poles or timber as a protection against burns or damage to clothing.

Protective clothing such as coveralls, gloves and rubber boots may be provided for temporary issuance to employees for use when applying herbicide.

Because of the fire hazard in welding and the destructive nature of the work, welders' aprons, armlets and gauntlets may be provided.

35.2.5 To Promote Safety

Safety headgear, eye protection, rubber gloves (electrical), and similar items which are designed exclusively for the safety of employees and the wearing of which is made obligatory on certain types of work, will be provided by the Company.

Special footwear will be provided for the safety of workers when required to work near forebays, sluices, etc., under icy, slippery or otherwise hazardous conditions.

Safety Footwear:

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:
two pairs in one calendar year,
one pair to a maximum of \$200, and
another pair to a maximum of \$150

(2) A dollar **limit of \$150.00 for each pair** will apply to others who choose or **are required** to wear **CSA approved ESR protective footwear**.

(3) Others who **choose** not to wear **approved ESR protective footwear**, will be reimbursed fifty per cent (**50%**) of the actual **cost**, up to a **maximum reimbursement of \$75.00** per pair.

II Employees **who** are not **required** to **wear protective footwear**:

Employees who **purchase** safety **footwear** will be **reimbursed thirty-three** and one-third percent (**33-1/3%**) of the actual **cost** up to a maximum reimbursement of **\$20.00** per **pair** subject to the approval of the **appropriate** manager or **supervisor**.

NOTES

Temporary employees **will** be reimbursed for a maximum of one pair in each six-month period.

A limit of two pairs of safety shoes or boots per person **will** be **subsidized** in a calendar year.

These actual cost **maximums include** applicable taxes.

35.2.6 Special Conditions

Requests for **items of clothing not mentioned** but **which might** be **reasonably supplied** under the **conditions** set forth herein **will** be **considered, each** case on its own merits.

The company **will** supply **maternity clothing** where it is reasonably **available to the Company** and is **requested** by a **pregnant** employee.

35.3 Issuance, Care of, and Responsibility for Clothing Provided by the Company

In order that the use **obtained** from clothing **purchased** by the Company may justify the expenditure, the **following** shall be **carefully observed**:

1. Except in isolated cases, **special** clothing must not be **issued** to any one employee for exclusive use but must **be** kept available for any employee who may **require** it for Company purposes **mentioned** herein.
2. When no longer **required on** the job, **clothing** must be promptly returned to **local** headquarters, station or truck where it **will** be readily available **when required**.
3. **All clothing** furnished by the Company **will** remain the property of the Company and must be clearly and **prominently** marked for easy **identification**.
4. Where **loss or destruction** of Company clothing issued to an employee occurs as a result of carelessness on **the part** of the employee, the employee **will be** required to **make good such loss**.

36.0 PURCHASING PRIVILEGES - SURPLUS EQUIPMENT STORES

Employees shall have purchasing privileges at Surplus Equipment and Material Stores to the same limit as extended to the general public.

37.0 RETURN OF COMPANY PROPERTY

It is agreed that employees whose employment terminates with the Company shall be responsible for the return of any Company property issued to them during the term of their employment. Failure to return such property shall result in the Company deducting its current value from any monies owing to the employees.

38.0 TIME CHANGE - SHIFT WORKERS-

When the clocks are changed due to daylight saving time, the following principles will apply:

1. Employees who are scheduled to work during the affected hours will work a shift which is either shortened or extended by one hour.
2. Payment for the shortened or extended shift will not be calculated on the basis of actual hours worked, rather will be based on the number of hours normally worked (eight or twelve).

39.0 REST PERIODS

Each employee shall be entitled to a 10 minute rest period in the first half and second half of each scheduled work day at a time designated by the Company.

40.0 WEEKLY PAY DAYS

40.1 Salaries and wages of all employees throughout the Company covered by this Agreement shall be once every week on the third Thursday following completion of the pay period. This payment will be by direct deposit to one account designated by the employee in a Canadian financial institution with a Canadian Payment Association (CPA) serviceability code of 1 or 2. (CPA serviceability code definitions in effect June 5, 1991 or subsequent code numbers providing equivalent accessibility). The Company is responsible for the cost of depositing these funds to the employee's account.

40.2 Existing employees who were paid the equivalent of one week's base pay during the transition from weekly pay to weekly direct deposit pay will have the amount of this one week payment deducted from their final payment of salaries and wages from the Company (i.e., termination, retirement, etc.)

41.0 TEMPORARY INTERNATIONAL PROJECT ASSIGNMENTS IN ONTARIO

This provision deals with the rights of PWU members who accept temporary international project assignments involving project work to be performed within Ontario.

1. The PWU maintains the right of representation for members performing work on such projects.
2. The PWU recognizes the need to have the ability to assign volunteer PWU members to such project assignments, away from Company facilities. In order to meet these needs, OPG may require labour contract flexibility.
3. The Sector Vice-President and OPG will jointly develop principles for the establishment of labour terms and conditions for international projects involving work to be performed by PWU workers in Ontario.
4. The proposed labour terms and conditions for Ontario-based work for a particular international 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 international project.
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 OHU 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. OPG's use of external resources to perform international project work outside the PWU's jurisdiction does not invoke the terms of PW-46.

NOTE

OPG management will meet with the appropriate Sector Vice President to define that work to which PW-46 does not apply.

PART D

WEEKLY-SALARIED

D-1

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PART D

WEEKLY-SALARIED

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PART D

WEEKLY-SALARIED

Specific Matters of Agreement

1.0 SALARIES

Salaries shall be in accordance with the salary schedules which are **part** of this Agreement

2.0 HOURS OF WORK-GENERAL

1. Weekly-salaried employees whose basic hours of work are **35** hours per week may be periodically required to change their work location and to work **40** hours per week or the same hours as field staff. All hours in excess of seven hours per day, Monday to Friday, are to be paid at the appropriate premium rate.

Certain technician classifications which have been established on a **40-hour** week basis shall continue to work normal hours of **40** hours per week but when on **field** work may be required to work the same hours as the field staff.

3. Employees¹ in the following classifications and other similar categories as yet undefined who by the nature of their jobs, are required to make public, business or trade contacts outside normal hours shall work a normal work week of **35** hours, Monday to Friday:

Applications Technician
Customer Service Assistant
Service Specialist

Owing to the controlling influences from outside agencies, the normally established daily hours of starting and quitting may require changes. In such instances these changes will be the prerogative of the Company.

4. The normal work week of all weekly-salaried employees of the Corporate Mailing Section shall be **35** hours **per** week **consisting** of five **days** of seven hours **per** day, Monday to Friday inclusive. Such **employees** shall normally be free to select variable working hours within the period **7:30** am to **5:30** pm in accordance with Subsection **2.1.1**.

Where, in the opinion of the Company, such selections fail to maintain an effective mail service, the Company may establish hours of work between **7:30** am and **4:30** pm for all employees on the basis of weekly work schedules which shall be posted in the work location seven days in advance of their application. Early starting times shall be rotated equitably among the staff.

¹ The provisions of **Article 4.2(c)** and the following Hours of Work - Specific will have no application to these employees.

2.1 Hours of Work - Specific

With the exception of **shift** work, head office hours shall be a **35-hour** week

8:30 am - 12:00 noon (Monday through Friday)

1:00 pm - 4:30 pm (Monday through Friday)

2.1.1 Variable Working Hours in Head Office

Employees will be requested each month to select their standard work period for the following month. The work week will consist of five, seven-hour days, Monday to Friday. The hours of work selected must be in accordance with the observation of core working hours of **9:00 a.m. to 11:45 and 1:15 to 3:00**.

Employees may select a starting time which is not earlier than **7:00 a.m.** and not later than **9:00 a.m.** or at **1/4** hour intervals prior to that. Their finishing time will not be earlier than **3:00 p.m.** They may select either a **30, 45, 60, 75** or **90** minute lunch period to be taken between **1 1:45 a.m.** and **1:15 p.m.**

The hours of work selected are subject to the supervisor's approval. The supervisor may, if necessary, restrict some employees to the hours of **8:30 am to 4:30 pm** (for **35** hour per week employees). The supervisor may not assign **35** hour per week employees to hours of work outside of **8:30 am to 4:30 pm**, except as provided for in **Part 'D', Section 4.0 - Overtime**.

Where in the Company's opinion, a work unit cannot be operated satisfactorily under variable working hours, they will not be implemented in that unit.

Individual deviation from selected work schedules will require the supervisor's prior approval.

2.2 Hours of Work - Outside Head Office

Hours of work (including variable hours of work) in locations other than head office shall be negotiated by the Company and the **Sector Vice President or Delegate** of the Union.

Where in the Company's opinion, a work unit cannot be operated satisfactorily under variable working hours, they will not be implemented in that unit.

3.0 SHIFT DIFFERENTIAL AND SHIFT WORK

It is **recognized** that from time to time it may be necessary, due to the nature of the Company's operations, to place certain weekly-salaried day working employees on shift work. Where this occurs, the following provisions will apply:

1. Shift work shall not be implemented for a period of three working days or less. If the working period is three days or less, the appropriate premium rate will be paid for the minimum three-day period.
2. The Company will provide **72 hours'** (three calendar days) posted notice of the commencement and termination of a shift. Failure to provide such notice will

require a penalty payment of premium rates for all changed hours of work within the notice period.

3. Such a placing on shift work shall not deprive an employee of his/her total number of normal scheduled weekly hours.
4. Revision to the work schedule shall provide for a minimum of **15** hours off between shifts. Failure to provide such time off will require the penalty payment for the **first** affected shift.
5. Shift differential shall apply to employees required to work on a three-shift schedule or a **two-shift** schedule and shall not apply for overtime hours.
6. Shift work will be scheduled on a Monday to Friday basis.
7. Work in excess of the total number of normal daily hours will be paid at the appropriate overtime rates.
8. With the exception of **OHT** employees working at construction projects, the following shift differentials shall apply:
 - (a) **Sixty-five** cents per hour to employees scheduled to work between the hours of **1600** and **2400**.
 - (b) **Eighty-five** cents per hour to employees scheduled to work between the hours of **0000** and **0800**.
9. **OHT** employees at construction projects who are working on a two- or three-shift per day operation shall be paid time and one-seventh for all standard shift hours worked on the second shift of a two- or three-shift schedule and time and one-fifth for the third shift of a three-shift schedule.
10. Regular part-time and temporary part-time employees will not be eligible for shift differential when the **shift** starts and ends between the hours of **07:00** and **18:00**.

4.0 OVERTIME

Due to the nature of the Company's operations, some employees will be required to work overtime. Overtime will be **minimized** and managed within the limits of corporate effectiveness and customer impact. In recognition of employee well-being and inconvenience, an effort shall be made to equitably distribute overtime amongst all qualified employees. Overtime, as used herein, means that part of the actual working time which is outside the **normal** scheduled hours and is, therefore, subject to compensation at premium rates.

4.1 Overtime Definitions

Prearranged Overtime: Work performed outside the normal scheduled hours for which notification must be given a minimum of **24** hours in advance (**21** hours for computer sub-branch shift working employees). Time shall be counted from the time the employee reports for work until the employee finishes work.

Emergency Overtime: Work performed outside the normal scheduled hours which is neither prearranged nor extension overtime. Time shall be counted from the time the employee reports for work until the employee finishes work.

Extension Overtime: Work **performed** outside the normal scheduled hours as an extension of the normal scheduled hours (either immediately preceding or following the normal scheduled hours). Time shall be counted from the time the employee reports for work until normal starting time or from normal quitting time until the employee finishes work.

4.2 Payment For Overtime

Overtime, as used herein, means that part of the actual working time which is outside the normal scheduled hours, and is therefore, subject to compensation at premium rates.

Premium payment for overtime shall be as follows:

1. One and one-half times the employee's basic rate shall be paid for all work performed during the **first** four clock hours after normal quitting time, Monday to Friday inclusive. It will also apply to the first four hours of overtime worked on an unscheduled day of work.
2. Two times the employee's basic rate shall be paid for:
 - All work performed outside of the first four hours after normal quitting time, Monday to Friday inclusive, and after the **first** four hours on an unscheduled day of work.
 - All work performed on Saturday, Sunday and statutory holidays which occur Monday to Friday.
3. Overtime rates shall be computed by dividing the employee's basic weekly salary by his/her normal weekly hours of work.

4.3 Overtime - Miscellaneous Provisions

1. In order to alleviate excessive inconvenience, an effort shall be made to equitably distribute overtime amongst all qualified employees. Where employees feel they have been assigned abnormal amounts of overtime, consideration of such cases shall be considered **fit** matter for discussion at local level.
2. The Company agrees to control excessive **authorized** overtime by restricting actual overtime to not more than **12** hours per week, excluding travelling time. Under

extraordinary circumstances, the Union will consider waiving the restrictive features of this clause.

3. A travelling allowance up to a maximum of one hour shall be paid at the appropriate overtime rate when an employee is called in to work overtime and an **extra** trip is involved. See also Section **4.4**.
4. Because an employee was required to work overtime or because he/she lost time in changing shifts, he/she shall not be prevented from working his/her total number of normal daily hours in any normal scheduled day of work. If the employee cannot be supplied with the work **required** to make up the normal daily hours of work in that day, his/her pay shall be adjusted to provide a minimum of his/her normal weekly hours of work.
5. If an employee who has worked overtime and is physically capable and the group of which he/she is ordinarily a member is at work, he/she shall not be deprived of the opportunity of working his/her normal scheduled hours in addition to the overtime he/she may have worked.
6. An employee who has accumulated overtime hours shall receive this in earnings, calculated at the appropriate premium rate and cannot be required to take time off in lieu of payment.
7. An employee who is required to work continuously for more than **16** hours or an employee who accumulates **16** hours of working time in any **24** hour period without a minimum five hour continuous break between **23:00** and **07:00** hours shall be entitled to an eight-hour rest period. Time spent for meals may be deducted from the total elapsed time but is not to be considered as breaking the continuity of the hours worked.

If the rest period extends into the employee's normal scheduled hours of work, he/she shall be paid at straight time rates for the portion of the rest period which extends into the normal scheduled hours. This is in addition to the overtime worked.

Should he/she be required to continue working beyond **16** hours he/she shall be paid two times his/her normal basic rate until an eight-hour rest period is granted. Should an employee be released before **16** hours have elapsed, he/she will not be entitled to an eight-hour rest period, and his/her right to continue work at straight time will be governed by Section **4.3(5)**.

8. Equivalent time off without pay - See Part 'A', Section **10.2**.

None of the provisions of Subsections **4.3(1), (2), (4), (5)** and **(6)** is applicable to employees referred to in Section **2.0(4)**.

4.4 Minimum Payments-Overtime

All Part '**D**' weekly-salaried employees who are called out to work overtime with or without notice shall receive the following:

When minimum payments apply no travel allowance will be paid.

1. All prearranged overtime performed or reported for due to lack of notice of cancellation, Monday to Friday inclusive, shall receive a minimum of two hours at straight time or the actual time worked at the appropriate premium rates, whichever is the greater.
2. All prearranged overtime cancelled with **48** hours of the designated time of work commencement shall require payment of two hours at straight time.
3. All prearranged overtime performed or reported for due to lack of notice of cancellation on Saturdays, Sundays and statutory holidays shall receive a minimum payment of four hours at straight time or the actual time worked at the appropriate premium rates, whichever is the greater.
4. This shall not apply where **the** overtime period commences on a Saturday, Sunday or statutory holiday, as part of a longer overtime period continuing into the next calendar day.
5. All emergency overtime work shall receive a minimum payment of four hours at straight time or the actual time worked at the appropriate premium rate, whichever is the greater, providing short emergency calls are not repeated within one hour of the completion of a previous call for which the four-hour minimum was paid.

If the call-out occurs less than two hours before the commencement of normal starting time, the minimum will not apply and the appropriate premium rate will be paid continuously from the call-out time until normal starting time.

4.5 Overtime - Marketing and Audio, **Visual**, Writing and Graphic Design **Services**

Employees identified in Section **2.0(4.)** and Audio, Visual, Writing and Graphic Design Services employees shall be paid for all overtime work performed in accordance with Section **4.2**.

Employees identified in Section **2.0(4.)** and Audio, Visual, Writing and Graphic Design Services employees who, by the nature of their jobs, are required to make public, business or trade contacts outside normal hours may, where mutually agreed between the employee and the supervisor, take time off in lieu of payment for overtime. Where it is agreed that time off in lieu will be taken, such time will be credited on a premium basis in the same manner as would apply if payment had been made. Such time off must be arranged within a two-month period following the date overtime was worked. If this cannot be arranged within the two-month period, payment shall be made.

4.6 Overtime - Regular Part-Time and Temporary **Part-Time** Employees

Overtime is defined as:

- (a) Hours worked which are in excess of the normal daily hours of the classification. The premium payment for such work is one and one-half times the employee's

basic rate for all work performed during the first four clock hours after the normal quitting time of the classification, and two times the employee's basic rate for all work performed outside of the first four clock hours after the **classification's** normal quitting time.

and/or

- (b) Hours worked in excess of **24** in a week. The premium payment for such work is one and one-half times the employee's basic rate for the first four hours worked in a day. Two times the employee's basic rate for all work performed in excess of four hours in a day.

and/or

- (c) Unscheduled hours worked on Saturday and Sunday. The premium payment for unscheduled hours worked on Saturday and Sunday is two times the employee's basic rate.

5.0 PROVISION OF MEALS

In recognition of the importance of regular meals to an individual's health and effectiveness on the job, the Company will supply meals as outlined below and when required, will assign an employee to secure the meals.

- (a) Employees provide their own meals on regular days of work.
- (b) When an employee works overtime on a regular day off, he/she will be expected to provide one meal if **23** hours notice has been given.
- (c) When an employee works extension overtime before or after normal scheduled hours, all required meals will be provided by the Company. The first meal (or meal allowance) will be **provided** when two (**2**) hours of overtime are worked. Subsequent meals or meal allowances will be provided every four (**4**) hours of overtime worked thereafter.
- (d) When meals cannot be reasonably obtained*, an allowance of **\$10.00** per meal will be paid.

² *Reasonably obtained' is to be defined locally by Union and Management.

5.1 Meal Periods

- (a) Employees on day work shall take a meal period designated by the Company and shall not be paid for this time (unless otherwise provided for in the Collective Agreement).
- (b) Employees on shift work shall eat their meals during the shift hours as conditions permit.
- (c) When an employee works extension overtime, no time shall be deducted for eating such meals where the employee eats the meal on the job and in a minimum of time.

6.0 PRINCIPLES **RE RESOURCING** FOR RELIEF, **ACTING** & TEMPORARY ASSIGNMENTS

Recognizing that relief, acting and temporary assignments contribute to the development of personnel and contribute to the work being done effectively, the following will be considered when **resourcing** these assignments:

- . the more senior employees will be given preference;
- . assignments may be split between employees;
- . specific qualifications/knowledge required for the position will be taken into consideration;
- . for supervisory positions primary consideration will be given to personal qualities such as leadership and the understanding and display of the practice of good human relations;
- . employee development;
- . Employment Equity objectives discussed in advance with the Union shall be considered;
- . amount of notice and duration of assignment will be considered.

These assignments will be distributed as equitably as possible, over time, once the above conditions have been considered.

The format for **utilization** of the above in a Business Unit (or smaller unit) will be a joint responsibility.

Item **6.0** shall not be subject to the grievance/arbitration procedure.

Disputes will be resolved locally and may be referred to the Sector Vice President or Delegate and the Local Manager.

Circumstances which negate consideration of the above conditions will normally be discussed in advance with the Union.

6.1 Relief Work

Intent

It is the intent of this item that when an employee is relieving in a higher rated position that he/she be properly compensated for the duties that he/she is performing. The assignment of relief is a Management **right** and increased duties must be assigned not assumed.

1. The Company shall **notify** the employee in writing, in advance where possible, of the requirement to perform relief, of the general nature of the major duties to be performed, and the rate to be paid during the relief period.
2. Employees in the weekly-salaried schedule, when relieving for the normal duties of an employee in a higher job grade, not defined in **6.1(3.)** below, for a period of one full working day or more shall be paid, for the full relief period, at the rate established by the Company for the relieved position or three percent (**3%**) above the employee's normal rate whichever is greater.

In relief situations where less than the normal duties are being performed and a lower salary grade has been established for the relief period, the promotion rule will be used to establish the appropriate progression step in the lower salary grade.

Failure to notify the employee in writing of the major duties to be performed and the rate to be paid will require the payment of the first step of the salary grade of the relieved position or three percent (**3%**) above the employee's normal rate whichever is greater, for the entire relief period.

3. Employees in the weekly-salaried schedule, when relieving for the normal duties of an employee in a non-union supervisory position for a **period** of one full working day or more shall be paid for the full period at the rate established by the Company for the relieved position or five percent (**5%**) above the employee's normal rate whichever is greater.

Failure to notify the employee in writing of the major duties to be performed and the rate to be paid will require the payment of **10 percent (10%)** above the employee's normal rate, for the entire relief period.

4. Notification of the Chief Steward is required when the employee is required to relieve for a period of two working days or more.
5. Statutory holidays will not affect the continuity if they occur between the first and second days.

Payment for a statutory holiday shall be at the relief rate if it occurs during the relief period and at the normal rate if it occurs at the beginning or the end of the relief period.

6.2 Acting In a Vacant Position

An employee may act in an existing job in which a vacancy is created, pending the arrival of a successful applicant to the vacancy. When an employee is to be placed in an acting position, the Company shall notify the employee and the chief steward in writing setting out:

1. The reason for the acting position.
2. The general nature of the major duties to be performed.
3. The rate to be paid for the acting position.
4. The expected duration.

The duration of the acting period shall not exceed **90** days from the date the employee is placed in the acting capacity, unless an extension is agreed to by the Company and the Divisional Chairperson of the Union. Pending the arrival of the successful applicant and his/her assuming the normal duties, the acting incumbent who is performing the normal duties and responsibilities of an acting position shall receive the appropriate rate in accordance with the Weekly-Salaried Relief Clause of this Agreement.

NOTE

Failure to notify and/or request further extension accordingly will require payment of the penalty described in the appropriate Weekly-Salaried Relief Clause of this Agreement.

7.0 SPECIAL ALLOWANCES

7.1 Frontier Allowance

Regular employees of **OHT** or other weekly-salaried employees involved in construction who are absent from their headquarters for a period in excess of three consecutive weeks performing engineering and survey work in isolated locations in the Northeast and Northwest shall be entitled to a special 'Frontier' Allowance of **\$5.00** per week for the full period worked.

8.0 POSTING OF VACANCIES

All vacancies as set out in Article **10.1** and as covered by this section of the agreement will be posted when they become vacant with the following exceptions:

1. A change to the job duties, rating and/or salary grade resulting from a Clerical-Technical Job Evaluation Plan challenge, or a Review of a Rating by the Job Classification Committee, or a change to a job title and/or occupation **code** only, shall not be considered to create a vacancy.
2. A change to the duties of an occupied job, wherein the salary grade remains unchanged, shall not be considered to create a vacancy.
3. A change to the duties of a job covered by the Clerical-Technical Job Evaluation Plan which results in an increase to the salary grade shall not be considered to create a vacancy if there is, in the Company's opinion, an employee in the

immediate work group who is the only one qualified to perform the resulting job. However, in such cases, if there is a more senior employee in the same job in the same work **group** who was not appointed to the resulting job, he/she shall have the right to seek redress under Article **2**, Grievance Procedure.

4. Changes to jobs which result in a surplus in staff complement of the work group shall not be considered to create a vacancy in the resulting job(s).
5. The restructuring of a job in a manner which justifies application of the Downward **Restructuring** Rule (Section **9.10.2** of this section of Agreement) to the incumbent, shall not be considered to create a vacancy.

8.1 Posting Procedures

A notice of vacancy referring to jobs covered by the Clerical-Technical Job Evaluation Plan shall be based on the job description and job specification and shall be posted province wide. Nothing contained in the notice of vacancy shall contravene the information contained in the job documents. No important information (subject to space limitations) shall be omitted. A notice of vacancy setting out a higher education or experience requirement than indicated in the job specification will require a corrected notice of vacancy and an extended date of closure.

Vacancies for applications technician and service specialist within the jurisdiction of the Union shall be posted on a province-wide basis subject to all conditions relating to positions once removed from the Union's jurisdiction.

Refer to Part 'A', Section **17.0** - Notification to Applicants.

9.0 CLERICAL-TECHNICAL JOB EVALUATION

NOTE:

The job challenge process contained in Clerical-Technical Job Evaluation Manual, "Plan **B**" and referred to in this section shall be replaced for the term of this Collective Agreement with the expedited process contained in Article **2.8**, Dispute Resolution-Article **8**, Job Challenges, and **OGLs**. The Job Classification Committee shall assume all the responsibilities normally associated with the Joint Salary Committee for the term of this Collective Agreement.

9.1 The Clerical-Technical Job Evaluation Plan

The provisions which form the basis of the Clerical-Technical Job Evaluation Plan, formerly referred to as Plan '**B**', are contained in the Collective Agreement and the Union Clerical-Technical Job Evaluation Manual. Matters pertaining to the application of dollars are contained in the Collective Agreement. Job evaluation matters are contained in the Manual. The Company shall identify the Company groups responsible for dealing with the Union in the foregoing matters.

9.2 Jobs Covered by the Clerical-Technical Job Evaluation Plan

The plan shall **cover** all jobs falling under this section of the Collective Agreement excepting those covered by salary schedule **21**.

9.3 identification of Jobs in **Salary** Schedule

All jobs processed under the Clerical-Technical Job Evaluation Plan shall be designated a salary grade in the current salary schedule issued in conjunction with the Collective Agreement.

9.4 The Union Clerical-Technical Job Evaluation Manual

The Manual is a supplement of the Collective Agreement and its provisions shall apply as if set forth in full herein.

The Manual shall be supplied to all employees whose jobs are covered by the plan.

9.5 **Rights** of the Parties

The Company has and shall retain the exclusive right and power to decide what work is to be done and who is to do it and accordingly the Company shall apply the Clerical-Technical Job Evaluation Plan to determine appropriate salary grades for jobs. The Company shall exercise these rights in accordance with the provisions as set forth in the Collective Agreement and the Union Clerical-Technical Job Evaluation Manual.

The Union's right shall be to act on behalf of its members to ensure that the Clerical-Technical Job Evaluation Plan is being properly applied. In order to carry out this function, the Union Job Evaluation Officer shall work in liaison with the appropriate Company groups responsible for the administration of such matters and he/she shall be permitted, within reason, to interview employees during regular working hours.

The Union shall exercise these rights in accordance with the provisions as set forth in the Collective Agreement and the Union Clerical-Technical Job Evaluation Manual.

The Union shall retain its rights to participate jointly with the Company in developing and/or modifying the Clerical-Technical Job Evaluation Plan.

In the event of conflict between the foregoing general statements, regarding the rights of the parties, and the specific provisions contained in the Collective Agreement and the Union Clerical-Technical Job Evaluation Manual, the latter shall govern.

9.6 Salary Schedule

The salary schedule for jobs covered by the Clerical-Technical Job Evaluation Plan and issued in conjunction with the current Collective Agreement shall have the following characteristics:

1. The salary schedule shall be a salary range schedule with a total of **18** salary grades.
2. The percentage increment from salary grade to salary grade (based on step 3 of each salary grade) calculated from salary grade **51**, step **3**, shall be annotated on the schedule **20** which is currently in effect.
3. Each salary grade is composed of three steps. The second step is **97** percent (**97%**) of the maximum and the first step is **94** percent (**94%**) of the maximum. The time interval required for anniversary progression shall be in accordance with Part '**A**', Section **3.0**.
4. When an incumbent is promoted from one salary grade to another, he/she shall be promoted in accordance with Part '**D**', Section **10.0** - Promotion Rule.
5. The relationship between the salary grade and the point range shall be **13** points for the **first** salary grade and **21** points for each salary grade thereafter.

9.7 Wages and **Retroactivity** upon Upward Reclassification

Upward Reclassification as a Result of Company Initiated Action

1. Transfer from the existing salary grade to the new higher salary grade shall be by the promotion rule.
2. Retroactive entitlement shall be computed by going back to the date when the increased job demands and responsibilities were instituted or undertaken.

Upward Reclassification as a Result of Employee Initiated Action Through the Issuance of a **Record** of Discussion Form

1. Transfer from the existing salary grade to the new higher salary grade shall be by the promotion rule, except in the following situations where it shall be by the step-to-step method:
 - (a) Where there is no change in job content or job demand, but the job specification factor ratings change resulting in an upward reclassification of the job.
 - (b) Where a change in job demand is **recognized** resulting in an upward reclassification of the affected incumbents and where such incumbents have been performing the duties and/or undertaking the responsibilities which caused the upgrading for a period of one year or more prior to the date of the first discussion as recorded on the **Record** of Discussion form

and where these same incumbents have been in the maximum step of the salary grade for the job for one year or more prior to the date of the first discussion.

2. The date of the transfer of an employee to a higher salary grade whether by the promotion rule or the step-to-step method shall be the date of the commencement of the retroactivity and the transfer shall be from the salary grade and step in effect on that date.
3. Retroactive entitlement in Subsection 1, above shall be as set out in the Union Clerical-Technical Job Evaluation Manual.
4. An incumbent who has left the Company's service shall be entitled to retroactive payment, as a result of challenge for the affected period during which **he/she** was in the Company's employ.

9.8 Training Situations

Normally, an employee receives his/her training and experience by being promoted through a series of established jobs for which job descriptions and job specifications exist. His/her movement up the ladder from job to job will occur when the Company determines that he/she is capable of performing the duties and responsibilities of a higher-rated job, and an opening exists.

At times, however, in certain types of work, an employee will be advanced through a planned series of training steps in which he/she will be directly trained for a specific job which he/she will eventually occupy, i.e., a terminal job. This is termed a training situation.

The Company will identify the need for such a training situation and will structure the terminal job. A job description and job specification will be prepared for the terminal job only. The Job Classification Committee will establish the **final** rating for the terminal job, and will determine the appropriate training steps leading to the **terminal** job rate.

The training steps will be established in the following manner:

9.8.1 Formula for Developing Training Situations

The hiring rates will be established based on survey data supplied by the Company and/or the Union and will be consistent with the mean hiring rate being paid by other companies to inexperienced graduates possessing the specified education required to perform the terminal job.

The time span of the training situation will consist of a number of years equal to the minimum number of years indicated in the experience factor applying to the terminal job.

For each year of the time span as determined above an annual training step will be established. The Job Classification Committee may approve the division of annual steps into quarterly or semi-annual sub-steps where such action has been recommended by line management.

Salary step dollars shall be calculated to proceed in geometric progression from the hiring rate to step **1** of the salary grade for the terminal job in the number of years of the training situation. The dollar values thus obtained for each step shall **be** translated to the nearest salary grade and step (above or below) which appears on schedule **20**. The factor used to multiply each annual step dollars to find the next annual step will be '**F**' i.e.,

$$F = \sqrt[n]{\frac{R_t}{R_s}}$$

Where,

n = Number of years in the training situation

R_s = Hiring rate

R_t = Terminal rate

Where applicable the dollars for the half-yearly step will be starting dollars multiplied by '**Fh**' i.e.,

$$Fh = \sqrt[2n]{\frac{R_t}{R_s}}$$

9.8.2 Advancement Through Training Situations

1. A trainee will (**subject** to Subsections **2** and **3**, following) advance to each subsequent training step at the designated intervals based on the date of appointment to the training situation. Upon completion of his/her training, he/she **will** be placed in the **first** progression step of the salary grade applying to the terminal job. He/she will then be subject to the conditions of the Clerical-Technical Job Evaluation Plan.
2. If at any time the trainee is judged to be incapable of performing the terminal job in a satisfactory way, he/she may be removed from the training situation.
3. If a trainee, in the Company's opinion, fails to make satisfactory progress **his/her** next training step may be delayed, in accordance with the provisions of Part '**A**', Subsection **3.0**. Such a delay may take place on one occasion only throughout the training program.
4. If a trainee, in the opinion of the Company displays exceptional ability, he/she may be advanced to the training step which is more in keeping with his/her achieved progress.
5. If a person having suitable experience is appointed to a training situation, the Company may place him/her in any training step judged to be appropriate to his/her applicable experience.

6. If a trainee, who has not yet attained the terminal job level, believes that he/she is fully performing the duties, and has the responsibilities of the terminal job document, he/she may institute a challenge.

9.8.3 Continuing Administration of Training Situations

The established hiring rates will remain in effect until altered through negotiation between the parent bodies or until altered through action resulting from a review by the Job Classification Committee upon the request by the parent bodies.

Recalculation of training step values (according to **9.8.1**) will occur with a change in the hiring rate.

The existing trainees will remain on the training situations on which they were hired until they have reached the step 3 of the salary grade of the terminal job.

9.8.4 Tiered Training Situations

In certain instances, it may be necessary to develop a hierarchy of terminal jobs with training situations leading to each level, e.g., to the junior, to intermediate, and to senior levels. In such cases, the principles and practices as set out in this agreement will serve as a guide in the development of training steps and their values.

9.9 Clerical-Technical Job Evaluation Plan

9.9.1 Merit Rating

It is agreed that if, as and when merit rating is to be instituted, the plan (system of measurement), but not the application, shall be subject to negotiations.

9.9.2 Downward Restructuring Rule

This provision shall apply to incumbents whose jobs are covered by the Clerical-Technical Job Evaluation Plan.

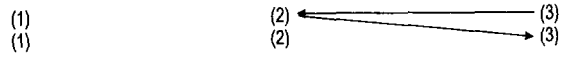
Should the job which an incumbent is performing be changed, but the basic function and significant duties of the job remain unchanged, and should the job then fall into a lower salary grade, the following shall apply:

1. The incumbent's salary dollars (rate) shall be held constant, except for increases referred to in Subsection **9.10.2(4)**, commencing on the date of issue of the Advice of Rating form issued by the Company.
2. Annually thereafter, the incumbent shall have his/her rate reduced by one progression step in the manner portrayed by the chart below.
3. The above process shall continue until the maximum dollars in the salary range for the restructured job are reached.

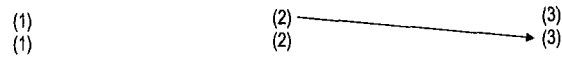
4. In the foregoing process of reduction, current salary schedule dollars shall be used. These include general negotiated increases and cost of living increases.

5. Reduction of One Salary Grade

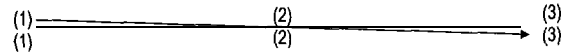
(a) Incumbent is in 3rd progression step³



(b) Incumbent is in 2nd progression step⁴

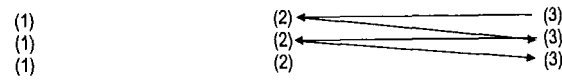


(c) Incumbent is in 1st progression step⁵

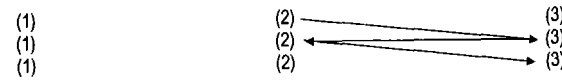


6. Reduction of More than One Salary Grade

(a) Incumbent is in 3rd progression step⁶



(b) Incumbent is in 2nd progression step⁷



³ On the date of issue of the Advice of Rating form

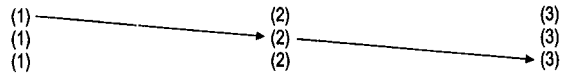
⁴ *ibid*

⁵ *ibid*

⁶ *ibid*

⁷ *ibid*

(c) Incumbent is in 1st progression steps



10.0 PROMOTION RULE

10.1 General

Object: The object of the rule is to ensure, on promotion, an increase in salary to compensate for an increase in job demands and responsibilities.

Definition of Promotion: Promotion means a change to a new job which carries a higher maximum salary schedule rate (base rate) or a higher salary grade resulting from an increase in job demands and responsibilities within a job.

10.2 The Promotion Rule

1. On promotion, the employee's rate is to be set at the lowest progression step (in the salary grade for the job) which will give a minimum increase of three percent **(3%)** above the employee's existing basic rate.
2. In the case of single grade promotions (or the equivalent under Pay Equity) the following will apply:
 - . If at step 1 of the current grade, go to step 1 of the next grade.
 - . If at step 2 of the current grade, go to step 1 of the next grade.
 - . If at step 3 of the current grade, go to step 2 of the next grade.

10.3 Administration of the Rule

10.3.1 Payment of the Salary Grade for the Job

On promotion, the employee will be placed directly in the salary grade for the job, except in training situations under the Clerical-Technical Plan (where an employee may be advanced gradually through the appropriate training job levels to the terminal job grade). He/she will be granted the progression step required by the promotion rule, except where a higher progression step is being granted for previous experience (Subsection **10.3.4**).

10.3.2 Promotion from Hourly-Paid to Weekly Salaried Jobs

The promotion rule applies in the case of an hourly-paid employee being promoted to a weekly-salaried job.

⁸ ibid

The rule does not apply in the case of a weekly-salaried employee being **promoted** to an hourly job.

10.3.3 Payroll Rates In Excess of Approved Job Grades

When an employee is being paid a special rate (such as results from restructuring of jobs, retrogression, implementation of new salary plan, or salary guarantee) which exceeds the **appropriate** rate for the job he/she holds, he/she should on promotion:

1. Continue to be paid the special rate, or
2. Be paid the progression step resulting from application of the promotion rule to the appropriate progression step in the approved grade of his/her former job, whichever is higher.

10.3.4 Previous Experience

Where an employee being promoted has had previous applicable experience in a higher level job but was demoted for reasons other than cause or inability, a higher progression step than is indicated by the promotion rule may be chosen by the Company.

10.3.5 Relief Situations

In relief situations where less than the normal duties are being performed and a lower salary grade has been established for the relief period, the promotion rule will be used to establish the appropriate progression step in the lower salary grade.

10.3.6 Progression Following **Promotion**

Progression dates shall be calculated from the date of appointment or promotion to the position. Subsequent salary adjustments shall occur at **12-month** intervals from the appointment or promotion date.

11.0 POSITIONS EXCLUDED AS PER ARTICLE 1 -WEEKLY-SALARIED (CLERICAL AND TECHNICAL)

Incumbents in positions excluded under Article 1 perform certain inherent work functions which are part of their normal duties. It is also **recognized**, however, that such work functions will not be performed for the purpose of reducing staff requirements or deliberately to avoid overtime for employees represented by the Union. **If** the Union believes that this provision is being abused, it may lodge a grievance under Article 2 of the Collective Agreement.

12.0 SHIFT WORK- INFORMATION MANAGEMENT FACILITIES

It is **recognized** that Information Management Facilities **shift** working employees at head office must undergo conditions not normally experienced by other weekly-salaried employees.

12.1 Rate of Pay

The basic rate of these employees shall be established by the Clerical-Technical Job Evaluation Plan and as set out under salary schedule **20**. Calculation of all premiums shall be made on this basic rate. An increment of seven and one-half percent (**7.5%**) shall be added to the basic rate of each classification when such classification is designated as being two- or three-shift and six- or **seven-day** operation. Classifications designated as two- or three-shift, five-day, Monday to Friday operation, will be paid at the basic rate. When an employee is to be placed on or taken off **shift** work, the Union's chief steward will be notified of such changes in writing.

12.2 Hours of Work

Shift working personnel shall work an average of **35** hours per week over a period of approximately one year. Employees will be informed of their time balance in June. Each employee's time will be balanced at the end of one of the **five** fiscal weeks immediately preceding December **16**. Payment of plus time balances existing on the time balancing date shall be paid before December **31** at the rate of one and one-half times the employee's classification basic rate in effect at the time balancing date.

NOTE

The Company will not be required to balance time for employees who have been hired or transferred from non-shift work to shift work in the five fiscal weeks immediately preceding December **16** until a period of approximately one year following the employee's appointment to the new position has elapsed.

Minus time balances which occur as a result of promotion of a shift working employee within the five **fiscal** weeks immediately preceding December **16** shall be worked off within the two-month period immediately following the establishment of the minus time.

12.3 Scheduling Provisions

The Company will be responsible for the preparation, content and administration of shift schedules averaging **35** hours per week over approximately a one-year period. These schedules shall cover a nine-week period, posted two weeks in advance, showing the days, hours of work (shift), and position of each employee. Any reserve employees and their hours of work (shift) shall be shown on the schedule. The schedule will provide for a minimum of two shifts (**16** hours) off between shifts. Failure to comply with two weeks' advance posting as stated herein shall require payment of one and one-half times the employee's basic rate for work performed under the new schedule until the notice period has elapsed.

Although the content, preparation, posting, revision and administration of shift schedules is the sole responsibility of the Company, the preference of the staff regarding the type of schedule to be worked and the preferences of individual employees regarding vacation periods will be considered, providing such preferences are made known prior to commencement of preparation of new schedules. Where employees feel they have been assigned unreasonable schedules, such schedules shall be considered fit matter for discussion at local level.

NOTE

The cycling of schedules, allowing for holidays and sickness, may create a reserve of employees over and above the complement required for any shift. Whenever an employee in the normal course of his/her rotation of the schedule becomes supernumerary, he/she will be known as a "reserve employee".

Schedules will be posted two weeks in advance to cover one, two or three shifts per day for five-, six- or **seven-day** coverage with eight working hours per shift

The day a shift begins will dictate the shift hours, and the specific hours of work for all Information Management Facilities classifications designated as being two or three shift and six or seven days a week operation will be as follows:

Normal Work Schedule

Days	-	0800 to 1600
Evenings	-	1600 to 2400
Nights	-	2400 to 0800

All **shift** workers will eat their meals on duty. On day shift, Monday to Friday, the employee can opt for a normal, unpaid lunch period.

12.4 Schedule Alterations

A minimum of seven days' notice shall be given when an employee's hours of work as shown on the schedule are to be changed, **with** the following exceptions:

1. Reserve hours of work may be changed within a calendar day, providing a minimum of two non-working shifts' (**16** hours) notice is given before the start of the first affected shift.
2. With four days' notice, **reserve** days of work may be interchanged with scheduled days off, within the posted schedule. Such interchange will not be used for an employee while attending meetings involving the Union.
3. In the case of illness, which would result in a staff shortage, four (**4**) days' advance **notice** will be given when placing an employee on shift.

12.4.1 Penalties

Failure to give the required notice, stated in Subsection **13.4**, shall result in the payment of one and one-half times the employee's classification basic rate until the notice period has elapsed.

12.5 Shift **Differential**

Sixty-five cents per hour shall be paid for scheduled hours worked on the evening shift.

Eighty-five cents per hour shall be paid for scheduled hours worked on the night shift.

The appropriate **shift** differential shall be paid for the first eight hours of each scheduled shift on any day and shall not apply for overtime hours. When premium time is involved for payment of shift worked, the premium rate shall be computed on the standard basic rate, excluding shift differential.

Regular part-time and **temporary** part-time employees will not be eligible for **shift** differential when the shift starts and ends between the hours of **07:00** and **18:00**.

12.6 Special Payment **Provisions**

One and one-half times the employee's classification basic rate shall be paid for scheduled **shift** work performed on Sundays, and statutory holidays.

NOTE

Shift workers shall receive entitlement for the same number of **statutory** holidays as Monday-Friday, day-working weekly-salaried employees. Therefore, when a statutory holiday falls on a Saturday, statutory holiday credit shall not apply. See chart at end of this section.

12.7 Overtime

Overtime for shift workers shall be paid at the appropriate overtime rate for all hours worked outside of the posted shift schedule as per Part **D**, Item **4.2**, paragraphs 1 and 2.

12.7.1 Minimum Payments-Overtime

Minimum payments for overtime shall be in accordance with Part **'D'**, Section **4.4**.

The computing of hourly rates for overtime shall be in accordance with the following:

The basic **weekly** rate of each employee's classification, as set out in salary schedule **20**, without any increments, premiums or bonuses, shall be divided by **35**. **Payment** for overtime shall be made not later than on the second pay day following the pay period during which the overtime was performed.

The Company agrees to control excessive **authorized** overtime by restricting actual overtime to total not more than two shifts (**16** hours) in any given pay week.

12.8 Definition of Notice

Notice: as referred to in this section shall be defined as per the following example:

One days notice shall mean three shifts (**24** hours and not an individual employee's shift) prior to the start of the first affected shift. Also, the notice period shall be deemed to commence coincident with the posting of the revised schedule. A reasonable effort will be made to contact the employee affected by the change.

12.9 The **following** items will be credited, for pay purposes, on an hour-for-hour basis.

1. Personal time off.
2. Travelling time outside normal working hours.
3. Payment for temporary supervision.
4. Time charges and expenses - employee union representative.

When the following items apply a "day" will be the scheduled hours of work for that day:

1. Jury duty.
2. Funerals.
3. Moving day.

The basic statutory and special **time off** provisions remain unchanged in that the time off and pay entitlements will continue to be calculated on a seven-hour basis.

12.10 When employees are on vacation or sick leave, their time for these particular days is to be credited with only seven hours and no positive time balance of one hour.

13.0 TEMPORARY GUIDES

The normal hours of work of a temporary guide will be up to a maximum of **35** hours per week which may be scheduled on any day of the week with an average of two days off per week. Temporary guides are not eligible for the payment of shift differential. Overtime shall be paid for all hours worked in excess of **35** hours per week as per Part **D**, Item **4.2**, paragraphs 1 and 2.

NOTE

The payment for scheduled work performed on a statutory holiday will be one and one-half times the employee's basic rate plus a lieu day.

The Company will provide a suitable uniform and bear the **cost** of cleaning at intervals decided upon by the Company.

Transportation provisions will be in accordance with Mid-Term Agreement 'entitled "Transportation for Employees to **Outlying** Stations". In addition, the Company will bear the **cost** of transportation for female employees required to travel during periods of darkness in those locations where appropriate public transportation is not available.

14.0 HEALTH PHYSICS **TECHNICIANS** - HEALTH AND SAFETY

14.1 Hours of Work-Health Physics **Technicians**

The parties agree to develop a schedule covering seven days per week for a period of not **less** than 3 months to be posted **30** days in advance, providing an average of **35** hours per week.

The following are the **recognized** criteria for developing an acceptable shift schedule:

1. The schedule should equitably rotate among all employees.
2. The schedule should follow a repeating pattern so that it is easily understood.
3. The majority of employees in each location must agree to the schedule.
4. The schedule may provide flexibility in the work day and work week.
5. The schedule must provide for time balancing.

NOTE

In the event that the parties **fail** to develop an agreed to **shift** schedule, the provisions of Part **D**, Item **4.0** will apply.

14.2 Method of Payment

14.2.1 Scheduled **Hours**

Payment at straight time, Monday to Friday.

Payment at time and **one-half** for all scheduled hours worked on Saturdays and Sundays.

14.2.2 Overtime

Payment for all work performed outside of scheduled hours to be made in accordance with the overtime provisions of Part 'D' Section 4.0.

14.2.3 Statutory Holidays - Scheduled Hours

Time and one-half for all scheduled hours worked on a statutory holiday, plus **statutory** holiday credit.

14.2.4 Statutory Holidays - Overtime

Double time for all non-scheduled hours worked on a statutory holiday, plus **statutory** holiday credit.

15.0 SHIFT WORK-TECHNICAL STAFF (Inspection and Maintenance Technicians)

15.1 Applicability

This section applies to Inspection and Maintenance **Technicians I/II/III**.

15.2 Intent

I&M technicians are primarily day workers. However operational requirements mean that these employees will be required to work **shift** from **time** to time. The Company may select and assign **I&M** Technicians to **shift work** for up to **eight (8)** months in total per annum per employee.

15.3 Implementation

Although the content, preparation, posting and **administration** of the shift schedule is the responsibility of the Company, an annual province wide secret ballot vote by **I&M** Technicians will determine whether the shift schedule will be **composed** of 8 or 12 hour shifts. The choice of a simple majority of those voting will prevail. Shift preferences will be made known to the Company prior to the commencement of the new schedule. A province wide 12 month **I&M** schedule will be posted 30 days prior to its starting date.

15.4 Duration of Shifts

Shift **work** employees will work 8 or 12 hour **shifts** determined in accordance with 15.3. The design of shift schedules may **be** time balanced to greater than base hours (35 hours per week). The design of the schedule shall provide for a minimum of 16 hours off between **shifts** when working on an 8 hour **shift** schedule and 12 hours off between **shifts** when working on a 12 hour **shift** schedule.

15.5 Scheduling Provisions When on Shift

15.5.1 A minimum of seven (7) days' notice will be given when an employee's shift schedule is changed or when an employee is put on shift with the following exceptions:

(a) Three (3) days' notice if a forced unit outage occurs for reasons of equipment failure or for a safety reason. Refer to Mid-term Agreement **R-7** for definition of unit outage.

The applicability of the three (3) day notice period in this clause is dependent upon a shift change notice being issued to the affected employees within 48 hours of the occurrence of the forced unit outage.

(b) In the case of illness, four days' notice will given,

Failure to provide the above notice will require the payment of premium rates for work performed during the notice period. For purposes of clarification Part D - item 3.0(1) and Part D - 3.0(2) do not apply.

15.5.2 An employee will not receive less pay on average as a result of being placed on shift work than he would have received as compensation for working regular day hours. This item overrides Part D - Item 3.0(3).

15.5.3 Revision to the work schedule shall provide for a minimum 15 hours off between shifts. Failure to provide such time off will require the penalty for the first affected shift.

15.5.4 Shift Differential

Shift differentials shall apply to employees required to work on a three-shift schedule or a two-shift schedule. The first part of a three-shift or a two-shift schedule shall begin at normal starting time.

Regular part-time and temporary part-time employees will not be eligible for shift differential when the shift starts and ends between the hours of 0700 and 1800.

15.5.4.1 Eight Hour Shifts

A shift differential of 65 cents per hour shall be paid to employees who are scheduled to work between the hours of 1600 and 2400.

A shift differential of 85 cents per hour shall be paid to employees who are scheduled to work between the hours of 0000 to 0800.

15.5.4.2 Twelve Hour Shifts

A **shift differential** will be **paid** for the **night shift** only.

The **shift differential** will be the sum of the **differentials** in **15.5.4.1** above multiplied by **8/12**.

15.5.4.3 The appropriate **shift differential** shall be paid for the first **eight/twelve** hours of each scheduled shift on any regular scheduled day of work and shall not apply for overtime hours. When premium time is involved for payment of shift work, the premium rate shall be computed on the standard basic rate, excluding shift differential.

15.5.5 Work in excess of the total number of normal scheduled hours will be paid at the appropriate overtime rates.

15.5.6 Premium Payments

The computing of **hourly** rates for **overtime** shall be in **accordance** with the following:

The basic weekly rate of each employee's classification, as set out in salary schedule **20** without any increments, premiums or bonuses, shall be divided by **35**.

Premium payment, for the **undemoted**, shall be as follows:

15.5.6.1 Shift Workers

15.5.6.2 Scheduled Work

1. One and one-half times the employee's basic rate shall be paid for scheduled work performed on Saturdays and Sundays.
2. Two times the employee's basic rate shall be paid for:
 - (a) Scheduled work performed on a statutory holiday which occurs on Monday to Friday. An additional day off will be scheduled in lieu of the statutory holiday within six months of the end of the posted schedule.
 - (b) Scheduled work performed on a statutory holiday which occurs on a Saturday. The premium for scheduled Saturday in **1.** above shall not **apply**.

15.5.7 When these employees are required to work **12** hour shifts **15.5.3** will not apply. For purposes of clarification, this Item overrides Item **3.04**.

15.5.8 Scheduled hours worked in pay periods involving shift work will be credited to a time bank. An amount equal to base hours for the pay period worked on shift **will** be paid and deducted from the time bank. Plus time balances which still exist as of the last day of the year shall be paid at premium rates or where it is mutually agreeable all or a portion thereof may be taken off at premium rates. Plus time

balances which still exist as of the last day of the regular schedule shall be paid for at premium rate. Minus time balances which occur as a result of changes to the regular schedule shall be worked off within two fiscal months of the end of the schedule month in which the minus balance occurs unless it is mutually agreed to between the employee and his/her supervisor to extend this period. Minus balances not worked off within this two month period will be written off (unless it has been agreed to extend this period).

15.5.9 **Shift** work may be scheduled on any day of the week. Overtime for those assigned to **shift** will be paid for hours worked in excess of the scheduled **shift** hours with applicable premiums. For purposes of clarification, Part D Items **3.0(6)** and **3.0(7)** have no application.

Overtime beyond scheduled hours of work may be taken off at mutually agreed upon times calculated in accordance with the applicable premium rates. Where there is no agreement, overtime shall be paid at the applicable premium rates.

15.5.10 When scheduling 8 or **12** hour shifts the shift will consist of 5 consecutive 8 hour shifts or 4 consecutive **12** hour **shifts**. The **shift** schedule shall provide for at least **48** hours off between sequence of shifts.

15.5.11 Shift Schedule Pay Provisions

When an employee is scheduled to work an b-hour shift, the following will apply:

(a) In determining credits used for vacations, floating holidays and sick leave, one and one-seventh days will be deducted.

(b) In determining pay treatment for

- (i) travelling time outside normal working hours
- (ii) payment for temporary supervision
- (iii) time charges and expenses -employee union representative

calculations will be made on an hour-for-hour basis to a maximum of 8 hours except for(i) where the maximum will be 7 hours.

(c) In determining pay treatment for the following items a day will be considered to be **8** hours:

- (i) Leave of Absence with Pay - Part A - Item **10.1**
- (ii) Moving Days
- (iii) Payment for Instructors - Part A - Item **19.0**. Those who qualify for **payment** under Part A - Item **19.0** and perform those duties for greater than 7 hours in an 8 hour shift shall receive an instructor bonus of one and one-half times the instructor's allowance.

(d) In determining pay treatment for

- (i) Statutory Holidays

(ii) Special Time **Off**

a day will continue to mean seven hours.

When an employee is scheduled to work a **12** hour shift, the following will apply:

- (a) In determining credits used for vacations, floating holidays and sick leave, one and five-sevenths days will be deducted.
- (b) In determining pay treatment for
- (i) travelling time outside normal working hours
 - (ii) payment for temporary supervision
 - (iii) time charges and expenses-employee union representative
- calculations will be made on an hour-for-hour basis to a maximum of **12** hours except for(i) where the maximum will be 7 hours.
- (c) In determining pay treatment for the following items a day will be considered to be **12** hours:
- (i) Leave of Absence with Pay - Part A - Item **10.1**
 - (ii) Moving Days
 - (iii) Payment for Instructors, Part A - Item **19.0**. Those who qualify for payment under Part A - Item **19.0** and perform those duties for greater than 7 hours in an **12** hour shift shall receive an instructor bonus of one and one-half times the instructor's allowance.
- (d) In determining pay treatment for
- (i) Statutory Holidays
 - (ii) Special Time Off

a day will continue to mean seven hours.

15.6 Deleted Provisions When on Shift

When an individual is assigned a shift and the provisions of **15.4** are in effect, the following provisions of Part D **will** not apply.

1. Section **2.0** - Hours of Work - General
2. Section **2.1**- Hours of Work - Specific
3. Section **2.2** - Hours of Work - Outside Head **Office**

15.7 The **I&M** Technician Schedule at **BNPD** has start and stop times which do not align with the regularly scheduled bus services, then the company will supply buses for each **shift** or pay travel expenses as per **PW-8**.

15.8 Compensation for travel and travel time shall be in accordance with the relevant sections of Part A of the Collective Agreement.

15.9 Personal Property

Reimbursement by the Company for losses of the employee's personal property as a result of radioactive contamination shall be considered and assessed on the individual merits of each case.

15.9.1 Access to Radiation Records

Each employee shall have access to **his/her** personal radiation dose records.

15.9.2 Ionizing Radiation

The Union **Office** will be supplied with one copy of the Radiation Protection Requirements and one copy of the Radiation Protection Procedures Manual, and all revisions to these Requirements and Procedures.

15.9.3 Radiation Limits

Employees performing their normal work, who exceed radiological limits requiring them to be removed from certain work locations, shall be given suitable work elsewhere at not **less** than their basic rate of pay.

15.9.4 Pregnant Atomic Radiation Workers

Every reasonable effort shall be made to assign a pregnant Atomic Radiation Worker to a location where there is no expected recordable radiation dose **above natural background**. In relocations of pregnant Atomic Radiation Workers, the normal base rate of pay will be maintained. The relocation **period** will be extended for a reasonable period of time for female Atomic Radiation Workers who indicate they intend to **continue** to breast-feed their babies after they return to work.

15.9.5 Female Atomic Radiation Workers Wishing to Conceive

Every reasonable effort shall be made to re-assign a female Atomic Radiation Worker, at her request, to a location where there is no expected measurable radiation dose while she is attempting to conceive. The purpose of the reassignment is to ensure that the **embryo/fetus** is not exposed to radiation during the period between conception and confirmation of pregnancy.

The re-assigned female Atomic Radiation Worker shall have her wages maintained under the following conditions:

- (a) the **re-assignment** is six months or less, and
- (b) the employee will have no more than three such **re-assignments**, and
- (c) Exceptions to the above may be granted at the discretion of **The Company's** Chief Physician.

15.9.6 Although every effort shall be made to **minimize** disruption to the continued training and development of the employee in her chosen career, it is **recognized** that **re-assignment** to a non-related work area may interrupt the training program. In

the case where it is interrupted, progression through the training program will be frozen for the duration of the reassignment.

15.9.7 Dose Limits

OHN is committed to excellence in radiological safety performance. All radiation exposures shall be kept as low as reasonably achievable, consistent with sound operating practices, and with due regard for employee concerns.

The Company will pursue a policy of controlling radiation doses to its employees such that individual doses will not exceed 10 mSv (1 rem) per year averaged over any five (5) year period, provided the total collective dose does not increase as a result.

Each facility shall jointly develop annual targets and implementation plans which will strive to improve on this standard and eliminate unnecessary radiation exposure.

The Grievance process is not intended to apply to Part 'D', Item 15.9.7, however, instances where annual targets have been exceeded will be reviewed by the Joint Health and Safety Committee of that facility. Such instances may also be fit matter for discussion by the Joint Committee on Radiation Protection.

16.0 SHIFT WORK-TECHNICAL STAFF (Instructor)

16.1 Applicability

This section covers the following classification: Instructor.

16.2 Intent

The intent of this section is to provide a framework within which employees in the above named classifications may be assigned to shift work on a Monday to Friday basis for limited periods of time. The "limited period" is to be less than three months in each year for each employee unless the employee involved specifically consents to an extension.

16.3 Implementation

When shift work is required, management will solicit preferences for shift work from the employees in the required classifications. If employees with the required skill, knowledge, experience, etc., indicate a preference for shift work, management will select from among these employees. If insufficient qualified volunteers are available, management will assign the shift work to qualified employees, endeavouring to **minimize** personal inconvenience.

16.4 Duration of Shift Hours

The employees who may be required to work shifts under this section include both **35** and **40** hour per week positions. They will work a time balanced schedule.

Forty hour per week employees when assigned to shift work will work the same hours as regular **shift** workers on shift.

Thirty-five hour per week employees when assigned to shift work will normally work seven-hour shifts. This may, at management's discretion, be increased to eight-hour shifts.

16.5 Special Provisions When on Shift

1. **Shift** work shall not be implemented for a period of three working days or less. If the working period is three days or less, the appropriate premium rate will be paid for the minimum three-day period.
2. The Company will provide **72** hours' (three calendar days) posted notice of the commencement and termination of a shift. Failure to provide such notice will require a penalty payment of premium rates for all changed hours of work within the notice period.
3. Such a placing on shift work shall not deprive an employee of his/her total number of normally scheduled weekly hours.
4. Revision to the work schedule shall provide for a minimum of **15** hours off between shifts. Failure to provide such time off will require the penalty payment for the first affected shift.
5. Shift differential shall apply to employees required to work on a three-shift schedule or a two-shift schedule and shall not apply for overtime hours. Regular part-time and temporary part-time employees will not be eligible for **shift** differential when the **shift** starts and ends between **0700** and **1800**.
6. Work in excess of the total number of normal daily hours will be paid at the appropriate overtime rates.

16.6 Deleted Provisions When on Shift

When an individual is assigned a **shift** and the provisions of **16.5** are in effect, the following provisions of Part **D** will not apply:

1. Section **2.0**: Hours of Work - General
2. **Section 2.1**: Hours of Work - Specific
3. Section **2.2**: Hours of Work - Outside Head Office

**ONTARIO POWER GENERATION INC. (NUCLEAR)
POWER WORKERS' UNION COLLECTIVE AGREEMENT
SALARY SCHEDULE 21
BARGAINED RATE - WEEKLY SALARIED POSITIONS
- DOLLARS PER WEEK**

GRADE		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6
LIBRARIANS							
01	Jr. Librarian *	897.00	922.00	954.00	999.00		
02	Librarian	1,028.00	1,054.00	1,113.00	1,132.00		
03	Sr. Librarian	1,181.00	1,222.00	1,250.00	1,289.00	1,337.00	
AUDIO, VISUAL, WRITING AND GRAPHIC DESIGN SERVICES							
31	Dark Room Technician	687.56	758.69	817.55			
32	Jr. Artist; Jr. Motion Picture Photographer; Jr. Photographer; Sound Recordist & Technician	685.18	755.98	814.53	873.96		
33	Editorial Assistant; Photographer- Research & Methods; Production Assistant	610.33	668.21	927.09	997.94		
34	Artist; Copy Writer; Motion Picture Editor; Motion Picture Photographer; Press Photographer; Staff Writer; Assistant Producer	659.53	952.76	1,033.22	1,114.96	1,195.42	1,277.16
35	Sr. Artist; Sr. Motion Picture Photographer; Sr. Photographer; Sr. Writer; Creative Services Coordinator; Producer	1,204.95	1,263.37	1,310.91	1,358.46		
36	Supervising Photographer; Supervising Artist	1,399.21	1,426.38				
41	Assistant Environment Specialist; Real Estate Programs Analyst	1,073.78	1,140.90	1,208.01	1,275.12	1,342.23	

* Progressions for Junior Librarians are on a six-month basis with automatic promotion, normally after six months in Step 4, to Librarian.

All progressions shall be in accordance with Item 3 of Part A.

Compensation & Benefits
Effective: March 30, 2000
Revised:

20
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POWER WORKERS' UNION COLLECTIVE AGREEMENT
SALARY SCHEDULE 20
CLERICAL/TECHNICAL/TECHNOLOGIST
DOLLARS PER WEEK

GRADE	STEP 1	STEP 2	STEP 3
68	1,457.66	1,504.18	1,550.70
67	1,375.15	1,419.04	1,462.93
66	1,297.45	1,338.86	1,380.27
65	1,224.30	1,263.38	1,302.45
64	1,155.36	1,192.24	1,229.11
63	1,090.46	1,125.26	1,160.06
62	1,029.36	1,062.21	1,095.06
61	971.81	1,002.82	1,033.84
60	917.60	946.88	976.17
59	866.56	894.21	921.87
58	816.03	842.08	868.12
57	768.52	793.04	817.57
56	723.74	746.84	769.94
55	681.59	703.35	725.10
54	641.89	662.37	682.86
53	604.48	623.77	643.06
52	569.29	587.46	605.83
51	536.10	553.21	570.32

This schedule is applicable to positions established as having a 35, 37-1/2 or 40-hour basic work week

NOTE: All progressions shall be in accordance with Item 3 of Part A.

Compensation & Benefits
Effective: March 30, 2000
Revised:

**POWER WORKERS' UNION COLLECTIVE AGREEMENT -
SALARY SCHEDULE 86
UNDERGRADUATE UNIVERSITY COMMUNITY COLLEGE
AND ASSOCIATED CO-OP PROGRAMS
- DOLLARS PER WEEK**

GRADE		STEP 1	STEP 2	STEP 3	STEP 4
COMMUNITY COLLEGE STUDENTS					
21	Group 2 - Community College and Polytechnical	1st year 515.00	2nd year 573.00	3rd year 630.00	
22	Group 3 - Community College and Polytechnical Co-Op Programs	1st or 2nd Term 515.00	3rd Term 544.00	4th Term 601.00	5th Term 630.00

GRADE		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6
UNIVERSITY STUDENTS							
31	Group 4 - University	1st year 540.00	2nd year 630.00	3rd year 720.00	4th year 810.00		
32	Group 5 - University Co-Op Programs	1st or 2nd Term 4 or 8 mo 540.00	3rd Term 12 mo 585.00	4th Term 16 mo 675.00	5th Term 20 mo 720.00	6th Term 24 mo 765.00	7th Term 28 mo 810.00

NOTES:

1. This schedule is applicable to positions established as having a 35, 37-1/2, or 40-hour basic work week.
2. Appropriate experience (other than previous summer work) can justify a higher rate than the academic year of the student in question.
3. Students will normally be required to join CUPE 1000 within 15 days.
4. The grade and corresponding rate paid to the student is based on the academic term that the student has successfully completed, rather than actual work activities. The exceptions are:
 - 4.1 Students who are hired into an hourly-rated position will be paid the applicable hourly rate.
 - 4.2 When a student is placed in a Clerical-Technical position for which a wage or salary grade has been established, the student shall be paid the rate for that position.
5. Allowance will be paid to a summer student in accordance with the normal practice for the setting in which the student works.

Compensation & Benefits
Effective: **March 30, 2000**
Revised:

ONTARIO POWER GENERATION INC. (NUCLEAR)
POWER WORKERS' UNION COLLECTIVE AGREEMENT
SALARY SCHEDULE #7
SUMMER STUDENTS - CONSTRUCTION CLERICAL EMPLOYEES
DOLLARS PER WEEK

<u>GRADE</u>		<u>STEP 1</u>
01	1st year of employment	493.21
02	2nd year of employment	536.10
03	3rd year of employment	587.46
04	4th year of employment	623.77

NOTES:

1. Summer students may be used in clerical positions up to and including Salary Grade 55 at the appropriate "year of employment" level.
2. Students will be required to join CUPE 1000 within 15 days.
3. Special Project Allowance or Field Allowance will be paid to a Summer Student in accordance with the normal practice for the setting in which the student works.

Compensation & Benefits
Effective: March 30, 2000
Revised:

PART E

CONSTRUCTION
WEEKLY-SALARIED

E-1

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PART E
WEEKLY-SALARIED -TECHNICAL
General Provisions

The following provisions apply to Construction Technical Weekly-Salaried employees.

1.0 HOURS OF WORK

The normal work week for employees shall be **37½** hours per week consisting of eight hours per day Monday through Thursday, and five and one-half hours on Friday.

All hours worked in excess of normal daily hours will be paid for at appropriate overtime rate.

For alternate hours of work arrangements refer to the Bargaining Memorandum of Understanding **1992**.

2.0 SALARIES

Salaries shall be in accordance with the salary schedules which are part of this Agreement.

3.0 NEW GENERATION PROJECTS

A **pre-job** meeting **will** be arranged by the Company with the Union as far in advance as possible of construction of a new generation project to outline plans of the construction operation and to discuss and review general conditions that may pertain to the new project,

4.0 MEMBERSHIP LISTS

Chief stewards in the construction **field** forces will be supplied with a semi-annual list of all Union members in their jurisdiction and **a** monthly list of additions and deletions to the membership. In order to facilitate this, the Union agrees to keep construction management supplied with an up-to-date list of chief stewards and stewards every third month showing the limits of their jurisdiction. Only those stewards appearing on this list will be eligible for one year's additional seniority for the purposes of staff reduction.

**5.0 POSITIONS EXCLUDED AS PER ARTICLE 1
-WEEKLY-SALARIED (CLERICAL AND TECHNICAL)**

Incumbents in positions excluded under Article 1 perform certain inherent work functions which are part of their normal duties. It is also **recognized**, however, that such work functions will not be performed for the purpose of reducing staff requirements or deliberately to avoid overtime for employees represented by the Union. If the Union believes that this provision is being abused, it may lodge a grievance under Article 2 of the Collective Agreement.

6.0 CHRISTMAS SHUTDOWN

It is **recognized** that the Company shall retain the right to designate those positions which require coverage during the shutdown. When a Christmas shutdown is declared by the Company, eligible weekly-salaried employees shall have the option of repayment by:

1. Applying unused vacation credits **from** the present year (when a Christmas shutdown period extends into the next calendar year, an employee will have the right to use his/her unused vacation from the previous year).
2. Applying next year's vacation entitlement (restricted to shutdown days only).
3. Requesting time off without pay (restricted to shutdown days only).
4. The use of make-up time at straight time.

The Company **will** maintain salaries of weekly-salaried employees who elect to work make-up time. The employee will work make-up time within the following periods:

Shutdown Period	Make-up Period
4 working days or less	October 15 to February 1
More than 4 working days	October 1 to March 31

5. The use of banked overtime hours as per Section **8.2(6.)** (Technical). The selection of option **4.** above precludes the use of this option during the make-up period.

Unpaid overtime worked shall be paid to the employee at the appropriate premium rate in the event of **his/her** transfer or termination prior to receiving the time off with pay during the shutdown **period**.

The employee will indicate to his/her supervisor his/her selection of the above options prior to the commencement of the make-up period. The employee may change his/her options at any time provided the employee's supervisor **authorizes** the change.

7.0 SHIFT DIFFERENTIAL AND SHIFT WORK

It is **recognized** that from time to time it may be necessary, due to the nature of the Company's operations, to place day working employees on **shift** work. Where this occurs, the following provisions will apply:

1. The Company will provide **72** hours' notice of the commencement and completion or cancellation of a shift.
2. Such a placing on shift work shall not deprive an employee of his/her normal scheduled weekly total hours of work.

3. All employees on a two- or three-shift per day operation shall be paid time and one-seventh for all standard shift hours worked on the second **shift** of a two- or **three-shift** schedule and time and one-fifth for the third **shift** of a three-shift schedule.
4. The shift differential in **3.** above shall not apply to overtime hours.
5. When **shifts** commence during the following hours, the shift differential rates shall be:

0700 to 1000 -no shift differential
1000 to 1800 -time and one-seventh
1800 to 0700 -time and one-fifth

Regular part-time and temporary part-time employees will not be eligible for **shift** differential when the shift starts and ends between the hours of **0700** and **1630**.
6. A minimum period for a shift is four days. An employee who is required to work shift work shall be entitled to an eight-hour rest period prior to returning to normal scheduled hours. If the rest period extends into the employee's normal scheduled hours of work, he/she shall be paid at straight time rates for the portion of the rest period which extends into the normal scheduled hours. This is in addition to the shift hours worked.
7. In the case of illness, which would result in a staff shortage, four **(4)** days' advance notice will be given when placing an employee on shift.

NOTE

For additional shift provisions refer to **R-125**.

8.0 FIELD ALLOWANCES

Employees **with** headquarters in the Northeast and Northwest will receive a weekly field allowance in the amount of **\$35.00**.

9.0 SINGLE ROOM ACCOMMODATION

Requests for single room accommodation at Company camps will be considered on their individual merits by local management, when such requests are based on sound medical reasons.

Where possible, single room accommodation will be provided at hotels and motels.

10.0 BOARD AND LODGING AND SPECIAL ALLOWANCE RECEIPTS

When entitled to relief under the Income Tax Act, a yearly statement shall be provided to each regular employee of the construction field forces upon request, for all board and lodging or special allowances given or paid to such employees.

11.0 RETURN TO RESIDENCE HEADQUARTERS

The provisions of Part 'A', Section 27.0, Return to Residence Headquarters, will apply to all weekly-salaried employees of the construction field forces, with the exception of those employees who are transferred to a new residence headquarters, for whom the provisions will only apply for a maximum of up to four months while awaiting the move of their families and household effects.

12.0 TRAVELLING TIME OUTSIDE NORMAL WORKING HOURS

When a supervisor directs employees to travel between one work centre and another work centre, they shall be entitled in any calendar day to payment for travelling at the appropriate premium rate in accordance with conditions governing overtime up to a maximum of the number of hours which constitute a normal work day subject to the following:

When travelling by public transportation, travelling time shall be considered to include waiting periods beyond the employee's control, up to a maximum of five hours, both preceding, during and subsequent to the travelling period, but excluding meal periods (one hour each) occurring during the waiting period.

When a berth or overnight accommodation is allowed and available, compensation shall not be made between 11:00 pm and 8:00 am, nor shall the time spent for the noon and evening meals (one hour each) be subject to compensation.

Normally, selection interviews are conducted during an employee's normal working hours. However, where it is unavoidable, and an interview is scheduled outside an employee's normal working hours, payment will be allowed at straight time up to a maximum of a normal day's basic pay for each such day involved.

No compensation for travelling time outside the normal working hours shall be made in the following circumstances:

1. For the first three hours travelling time each way when directed by his/her supervisor to attend a training course away from his/her normal work headquarters for five days or more. Payment for period beyond the first three hours will be at straight time rates up to a maximum of a normal day's basic pay.
2. For attendance at conventions (except where it is part of the employee's normal function, e.g., writer, photographer, etc.).
3. When a change of residence headquarters and related transfer is involved, the employee will normally travel during normal working hours without loss of base pay. If the employee is required to travel on a regular day off, payment for

travelling time will be made at straight time up to a maximum of the number of hours which constitute a normal work day.

4. On return to residence headquarters, as outlined in Part 'A', Section **27.0**.
5. For a new employee reporting to some administrative centre or station for instruction or training before reporting for work at **his/her** new location.

NOTE

Equivalent time off without pay may be granted (on the basis of an hour off for each hour spent travelling) provided the work load permits.

13.0 PROVISION OF MEALS

In recognition of the importance of regular meals to an individual's health and effectiveness on the job, the Company will supply meals as outlined below and when required, will assign an employee to secure the meals.

- (a) Employees provide their own meals on regular days of work.
- (b) When an employee works overtime on a regular day off, he/she will be expected to provide one meal if **23** hours' notice has been given.
- (c) When an employee works extension overtime before or after normal scheduled hours, all required meals will be provided by the Company. The first meal (or meal allowance) will be provided when two (**2**) hours of overtime are worked. Subsequent meals or meal allowances will be provided every four (**4**) hours of overtime worked thereafter.
- (d) When meals cannot be reasonably obtained¹, an allowance of **\$10.00** per meal will be paid.

13.1 Meal Periods

- (a) Employees on day work shall take a meal period designated by the Company and shall not be paid for this time (unless otherwise provided for in the Collective Agreement).
- (b) Employees on shift work shall eat their meals during the shift hours as conditions permit.
- (c) When an employee works extension overtime, no time shall be deducted for eating such meals where the employee eats the meal on the job and in a minimum of time.

¹ 'Reasonably obtained' is to be defined locally by Union and Management

14.0 RECOGNITION FOR ADDITIONAL DUTIES AS TRAINERS

When an employee is requested to conduct classroom-type training, he/she will be paid at the same step of the next grade above his/her current grade (**i.e.** grade **56-3** up to grade **57-3**) including pay equity for the period.

Training opportunities will be distributed as equitably as possible based on skills necessary to carry out the training.

The following exception will apply:

1. for normal duties which include training, additional payment will not be made.

If the classroom-type training is assigned for a period in excess of six (**6**) months (accumulative in a **12** month period) then compensation will be paid at the employees' same step, two (**2**) grade levels above the employees' current grade (**i.e.** grade **56** step 3 paid grade **58** step **3**) including pay equity for all days in excess of six (**6**) months. In no case shall the two (**2**) step increase exceed grade **65**.

15.0 PLASTIC SUITS

When an employee is required to work in plastic suits of the fully enveloping type with independent air supply he/she shall receive a special allowance of **\$8.10** per day. For the purposes of this item, a day will be defined as any work period up to **12** hours.

WEEKLY-SALARIED • CONSTRUCTION TECHNICAL

Specific Matters of Agreement

- 1.0 APPLICABLE PROVISIONS OF PART 'A', GENERAL ITEMS
- 2.0 POSTED VACANCIES
- 3.0 CHARGES FOR SERVICES PROVIDED BY ONTARIO **HYDRO**
- 4.0 DISTRIBUTION OF NEGOTIATED POLICIES AND PRACTICES
- 5.0 NOTICE OF TRANSFER
- 6.0 RESIDENCE HEADQUARTERS
- 7.0 OVERTIME
- 8.0 PROMOTION RULE
- 9.0 RELIEF WORK
- 10.0 ACTING POSITIONS
- 11.0 CLERICAL-TECHNICAL JOB EVALUATION
- 12.0 TRAVEL ALLOWANCE ZONE OFFICES
- 13.0 ALLOWANCE IN COMPENSATION FOR TRAVELLING
- 14.0 REST PERIOD
- 15.0 TRANSPORTATION AND MOVING EXPENSES

PART E
WEEKLY-SALARIED-CONSTRUCTION TECHNICAL
Specific Matters of Agreement

- 1.0** The following provisions of Part 'A', General Items will apply to Construction Technical Employees.
- 1.0** Employee Categories
 - 2.0** Regular Status
 - 3.0** Anniversary Progression
 - 4.0** Retrogression Policy
 - 5.2** Service Credit Calculation
 - 6.0** Vacations (see following Note)
 - 7.0** Statutory Holidays
 - 8.0** Floating Holidays
 - 9.0** Special Time Off
 - 10.0** Leave of Absence
 - 11.0** Pregnancy/Parental Leave
 - 12.1** Sick Leave Plan
 - 12.2** Long Term Disability
 - 12.4** Workplace Safety and Insurance Board Payments
 - 12.5** Supplementary Grant
 - 13.0** Health Insurance Plans
 - 14.0** Pension and Insurance
 - 15.0** Retirement
 - 16.0** Temporary Employees
 - 17.0** Posting of Vacancies and Transfer Upon Appointment
 - 24.0** Kilometre Rates
 - 27.0** Board and Lodging
 - 30.0** Distribution of Agreement and Wage Schedules
 - 32.0** Time Charges - Union Activities
 - 33.0** Eye Protection
 - 35.0** Special Clothing for Employees
 - 36.0** Purchasing Privileges - Surplus Equipment Stores
 - 40.0** Weekly Pay Days

NOTE

Part 'A', Section 6.0 shall apply to Part 'E' employees. **Recognizing** that due to the nature of construction work, there is frequent need to adjust vacation in line with workload, every effort will be made to advise employees of required vacation change and/or assignment as far in advance as possible.

2.0 POSTED VACANCIES

2.1 Posting and Transfer - General

Employees in the construction field forces covered by this Agreement are eligible to apply for **vacancies** and placement opportunities as per Article 10.0.

When a technician vacancy within the construction field forces occurs and additional staff is required, the Company agrees to post such vacancies providing the job will exist for a period of one year or more. Selection to be made or the vacancy cancelled within four months **after** the posting date of the advertisement.

Application for lateral transfers or voluntary demotions will be considered on the same basis as for other employees (See Article 10).

One **copy** of the compiled list of applicants for all advertised vacancies will be forwarded to the Union **Office**.

On request, the Company will explain in writing to any unsuccessful applicant for an advertised position the reason why he/she was not selected for the position. The Union will advise its membership of the particular difficulties involved in this undertaking in order that the delay in complying with the request will be understood.

Within **60** days from the date of selection the successful applicant will be transferred or paid the rate of pay for the new position in accordance with Part 'D', Section 10.0.

2.2 Notification to Applicants

1. If the decision has been made within five weeks of the closing date of the **advertisement**, then at that time, the supervisor with the vacancy or his/her human resources manager will be responsible for:

Advising all applicants who have been interviewed of the decision in writing.

Supplying Human Resources with the list of successful applicants for publication. The published list **will** be considered appropriate notification for those applicants who were not interviewed.

2. If the decision has not been made within five weeks of the closing date of the advertisement, then at that time, the supervisor with the vacancy or **his/her** human resources manager **will** be responsible for:

Ensuring that all applicants who do not possess the necessary qualifications are notified that their applications have been considered and they were not successful.

Ensuring that all remaining applicants are informed of the delay, the status of their application and when a decision is likely to be made.

3. When a final decision has been made, the supervisor or his/her human resources manager will ensure that:

The unsuccessful applicants not yet informed are notified of the final decision as soon as possible. The name of the successful applicant should be given.

The successful applicant and his/her supervisor is notified.

Notify Human Resources of the name of the successful applicant for publication.

2.3 Similar Vacancies

When a similar vacancy occurs beyond four months **after** the posting date of the advertisement, it must be **re-posted** and considered separately.

3.0 CHARGES FOR SERVICES PROVIDED BY THE COMPANY

The Company may charge employees for board and other services supplied at whatever rates the Company may decide are proper. Such charges and any adjustments in the rates decided upon from time to time shall not be a basis for dispute or grievance, provided, however, that such rates are not in excess of the Company's actual cost of rendering such services.

Should the Union raise a question as to cost, the Company undertakes to produce the necessary statements.

The Company will **give** the Union reasonable **notice** in writing of any contemplated changes.

Where camp facilities are provided, free room and board will be offered to all employees who elect to live in camp. However, an employee who takes an **unauthorized** leave of absence from work will be charged for room and board on a per day basis.

NOTE

For the duration of this Agreement, the Company fixes the charge for room and board in its camps at **\$10.00** per day.

While living in tents at project sites prior to the installation of a permanent camp, the board and lodging rate will be **\$15.00** per week.

4.0 DISTRIBUTION OF NEGOTIATED POLICIES AND PRACTICES

The Company will supply the Union with all Negotiated Policies and Practices in quantities to distribute to its stewards and with revisions as may be issued.

5.0 NOTICE OF TRANSFER

5.1 Transfer

When employees with more than one month's service are transferred and a change of residence headquarters is involved, a minimum of one month's notice shall be given and where possible two months' **notice** shall be provided. This shall not apply in the case of an employee being transferred as a result of an advertised vacancy or as a result of the **Worksite/Location** Redeployment clause of Article **11.0**.

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

Notwithstanding the preceding paragraph where a change in residence headquarters will be greater than **100** km a preliminary trip will be provided and the time, board and lodging and travelling expenses of the employee will be paid.

Following an employee's move to his/her new residence headquarters, and while awaiting the transfer of **his/her** family, time off may be required in order for him/her to seek a house. For such purposes reasonable time off without loss of earnings may **be** granted at the Company's discretion. This allowance would normally be expected to supplement efforts made by the employee during non-working **hours** and as such would not normally exceed a total of one full working day.

5.2 Transfer Other Than Change of Residence Headquarters

On a change of work headquarters employees shall be given five days' prior notice of transfer.

This shall apply in all cases except when, due to the lack of prior knowledge by the employee's immediate supervisor, such notification is impossible.

5.3 In either **5.1** or **5.2** above, the Company shall continue to transfer employees without partiality.

6.0 RESIDENCE HEADQUARTERS

For those employees who are entitled to moving expenses, where there is a minimum of six months work foreseeable for an employee at an established work headquarters or on a special project, a suitable location or locations at or near that work headquarters or special project will be designated as residence headquarters. In order to seek the Union's input, the Company will advise and meet with the Union to discuss as far in advance as possible the proposed residence headquarters. Following such a meeting, the Company will designate the residence headquarters.

Where **the Company deems** it appropriate and the employee concurs the assignment of temporary work headquarters may be extended beyond six months (all subsequent changes to work or residence headquarters will be as detailed in **Section 6.0**). The employee may cancel his/her concurrence to the extension to a temporary headquarters transfer providing he/she gives the Company three months' prior notice in writing. The employee will then be entitled to

a maximum of four months' board allowance (if eligible) on a transfer of residence headquarters.

6.1 Definition of Residence Headquarters

Residence headquarters will be that location or those locations within which or adjacent to which the employee is expected to reside or is assumed by the Company to reside for the purpose of payment of allowances. The residence headquarters may or may not be the same location as the work headquarters.

Establishment of a suitable location or locations for residence headquarters will be dependent upon presence of adequate living facilities at that location or those locations.

Residence headquarters for employees with no spouse or dependents may be any location where there are boarding facilities either the Company or privately owned.

Residence headquarters for employees with a spouse and/or dependents may be any location where there is housing accommodation whether it be the Company or privately owned.

7.0 OVERTIME

Due to the nature of the Company operations, some employees will be required to work overtime. Overtime will be **minimized** and managed within the limits of corporate effectiveness and customer impact. In recognition of employee well-being and inconvenience, an effort shall be made to equitably distribute overtime amongst **all** qualified employees. Overtime, as used herein, means that part of the actual working time which is outside the normal scheduled hours end is, therefore, subject to compensation at premium rates.

7.1 Overtime Payments

1. Beyond eight hours/day Monday through Thursday, and beyond five and one-half hours on Friday.

Overtime shall be paid at one and one-half times the employee's basic rate during the first four clock hours after normal quitting time Monday to Friday inclusive.

All work performed outside of the **first** four clock hours after normal quitting time, and all work performed on Saturdays, Sundays and **recognized** holidays shall be paid at two times the employee's basic rate.

Rates shall be computed by dividing by **37-1/2** to determine the **hourly** rate.

7.2 Overtime Miscellaneous Provisions

1. In order to alleviate excessive inconvenience, an effort shall be made to equitably distribute overtime amongst all qualified employees. Where employees feel they have been assigned abnormal amounts of overtime, consideration of such cases shall be considered fit matter for discussion at local level.

2. The Company agrees to control excessive **authorized** overtime by restricting the actual overtime to not more than **12** hours per week, excluding travelling time. Under extraordinary circumstances the Union will consider waiving the restrictive features of this clause.
3. A travelling allowance up to a maximum of one hour shall be paid at the appropriate overtime rate when an employee is called in to work overtime and an extra trip is involved. See also Section **7.3**.
4. Because an employee was required to work overtime or because he/she lost time in changing shifts, he/she shall not be prevented from working his/her total number of normal daily hours in any normal scheduled day of work. If the employee cannot be supplied with the work required to make up the eight hours' work in that day, **his/her** pay shall be adjusted to provide a minimum of eight hours' work.
5. If an employee who has worked overtime and is physically capable and the group of which he/she is ordinarily a member is at work, he/she shall not be deprived of the opportunity of working his/her normal scheduled hours in addition to the overtime he/she may have worked.
6. An employee who has accumulated overtime hours shall receive this, in earnings, calculated at the appropriate premium rate and cannot be required to take time off in lieu of payment. However, the employee may elect to bank one hour for each overtime hour worked for application to the Christmas shutdown. The maximum number of hours that can be banked is equal to the duration of the Christmas shutdown. The premium portion of the overtime worked shall be received in earnings the following pay period.
7. An employee who is required to work continuously for more than **16** hours shall be entitled to an eight hour rest period. Time spent for meals may be deducted from the total elapsed time but is not to be considered as breaking the continuity of the hours worked.

If the rest period extends into the employee's normal scheduled hours of work, **he/she** shall be paid at straight time rates for the portion of the rest period which extends into the normal scheduled hours. This is in addition to the overtime worked.

Should he/she be required to continue working beyond **16** hours he/she shall be paid two times **his/her** normal basic rate until an eight hour rest period is granted. Should an employee be released before **16** hours have elapsed, he/she will not be **entitled** to an eight-hour rest period, and his/her right to continue work at straight time will be governed by Section **7.2 (5.)** above.

a. Equivalent time off without pay see Part 'A', Section **10.2**.

7.3 Minimum Payments -Overtime

All overtime arranged for within the employee's shift and performed as an extension of that same shift requires no minimum payment. All other overtime performed or reported for due to

lack of notice of cancellation shall receive a minimum payment of two hours at straight time or the actual time worked at the appropriate premium rate, whichever is the greater.

All overtime arranged for and cancelled within the employee's same shift requires no minimum payment.

All other overtime cancelled within **24** hours of the designated time of work commencement shall require payment of two hours at straight time.

7.4 Overtime - Regular Part-Time and Temporary Part-Time Employees

Overtime is defined as:

(a) Hours worked which are in excess of the normal daily hours of the classification. The premium payment for such work is one and one-half times the employee's basic rate for all work performed during the first four clock hours **after** the normal quitting time of the classification, and two times the employee's basic rate for all work performed outside of the first four clock hours after the classification's normal quitting time.

and/or

(b) Hours worked in excess of **24** in a week. The premium payment for such work is one and one-half times the employee's basic rate for the first four hours worked in a day. Two times the employee's basic rate for all work performed in excess of four hours in a day.

and/or

- (c) Unscheduled hours worked on Saturday and Sunday. The premium payment for unscheduled hours worked on Saturday and Sunday is two times the employee's basic rate.

8.0 PROMOTION RULE

The promotion rule, as outlined in Part 'D', Section 10.0, shall apply to weekly salaried employees covered in Part 'E' of this Agreement.

9.0 RELIEF WORK

1. Employees when relieving for the normal duties of an employee in a higher-rated job for a period of two **(2) consecutive** working days and up to three **(3)** weeks shall be paid for the full relief period at the rate established by the Company for the defined relief position or three percent **(3%)** above the employees' normal rate whichever is the greater. An effort will be made to equitably distribute relief assignments of a duration of 3 weeks or less amongst all staff within the work group reporting to the first line Management supervisor. (Flexibility will be considered in circumstances where the relief assignment extends beyond 3 weeks due to unforeseen circumstances).
2. Employees when requested to relieve for the normal duties of an employee in a higher rated job for a period greater than 3 weeks will be paid step 1 of the full rate for the job or **3%** above the normal rate whichever is the greater. In filling such positions, preference will be given to the qualified senior employee within the work group of the first line Management supervisor. For relief assignments of a duration greater than 3 weeks, the Chief Steward will be notified.
3. Employees when relieving for the normal duties of an employee in a management supervisory position for a period of two consecutive working days or more shall be paid for the full relief period at the rate established by the Company for the relieved position or **5%** above the normal rate whichever is the greater.
4. Statutory holidays will not affect the continuity if they occur during the relief period.
5. Payment for a statutory holiday shall be at the relief rate if it occurs during the relief period and at the normal rate if it occurs at the beginning or end of the relief period.

10.0 ACTING POSITIONS

Due to the **fluctuating** workload resulting in constantly changing staff requirements on **construction projects** it is permissible to assign employees to a higher classified job for a temporary period, not to exceed six months' accumulative duration in a three-year period, on any given **project**, during which time the higher salary classification will apply. The Union's Divisional Chairperson may agree to an extension of an acting position. Acting positions will **not** be used to circumvent the posting of vacancies.

When an acting position is established, the Company shall notify the Union (Advice of Rating form) setting out the reason for the acting position and expected duration. In filling such positions preference will be given to the **qualified** senior employee within the work group reporting to the first line management Supervisor.

On completion of the temporary assignment and **the** employee returns to his/her former job (or equivalent **classification**) he/she will immediately revert to his/her former salary classification

The Downward Restructuring Rule will not apply in such cases and an Advice of Rating form must be issued for each change.

It is not the intent of this item to shuttle employees to fill specific jobs of longer than six months' duration in order to circumvent the Downward Restructuring Rule.

11.0 CLERICAL-TECHNICAL JOB EVALUATION

The Clerical-Technical Job Evaluation Plan, formerly referred to as Plan **B**, shall cover all jobs falling under this section of the Collective Agreement.

The appropriate provisions, covering the plan, which apply to this section, shall be those contained in Part **D**, Section **9.0**, weekly-salaried, of the Collective Agreement, and the Clerical-Technical Job Evaluation Manual.

12.0 TRAVEL ALLOWANCE ZONE OFFICES

Regular weekly-salaried employees of the construction **field** forces working in zone offices located more than **8.04** kilometres from the boundary of the **recognized** "nearest municipality" and to which no adequate public transportation exists shall be entitled to a kilometre allowance of **10** cents per **1.61** kilometres for all kilometres in excess of **8.04** kilometres each way.

13.0 ALLOWANCE IN **COMPENSATION** FOR TRAVELLING

When employees are directed to work at a temporary work headquarters, and when such headquarters is within reasonable distance of their residence, the employee may wish to commute daily rather than remain at the temporary work headquarters. When commuting is mutually agreeable, the employees may claim a daily travel allowance from their residence to the temporary headquarters on the following basis:

- . Where the temporary work headquarters is **16** road kilometres but less than **40** road kilometres from the employee's residence - **\$14.00**.
- . Where the temporary work headquarters is **40** road kilometres but less than **56** road kilometres from the employee's residence - **\$16.00**.
- . Where the temporary work headquarters is **56** road kilometres but less than **80** road kilometres from the employee's residence - **\$22.00**.

- Where the temporary work headquarters is **80** road kilometres but less than **105** road kilometres from the employee's residence - **\$28.00**.
- Where the temporary work headquarters is **105** road kilometres or more from the employee's residence - **\$34.00**.

The travel allowance shall apply only when it is in the Company's and the employee's interest to continue residing at home during such temporary changes in headquarters. Under these circumstances, employees are required to be at their temporary work headquarters at normal starting time and remain until normal quitting time.

When employees are directed to work at a temporary work headquarters and the Company provides a vehicle for daily transportation, the above travel allowance shall be reduced by **50** percent (**50%**).

In addition to this daily travel allowance, the employee shall be:

1. Paid for time spent travelling on the first trip when the work headquarters is changed and the last **trip** when he/she returns to his/her residence.
2. Entitled once every two weeks to payment for actual time spent travelling at straight time up to a maximum of three hours each way between temporary headquarters and the employee's residence.

While an employee is in receipt of benefits under Section **13.0**, he/she will not be entitled to any of the provisions as set forth in the Return to Residence Headquarters.

14.0 REST PERIOD

Each employee shall be **entitled** to a **10** minute rest-period in the first half and second half of each scheduled work day at a time designated by the Company. When working with construction trades **employees**, **rest periods** shall be extended to **15** minutes.

15.0 TRANSPORTATION AND MOVING EXPENSES

Transportation and moving expenses will be in accordance with Part 'A', Section **26.0**.

NOTE

When a weekly-salaried employee of the construction field forces is transferred and is awaiting the movement of his/her family and household effects, he/she **will** be entitled to board and lodging as per Part 'A', General Items, Section **28.0**. However, where camp facilities exist the employee will be provided **with** free room and board in the camp.

PART G

NUCLEAR GENERATING STATIONS

This section shall only apply to hourly-rated employees and, Control, Chemical, **Radiation** Control, Planning, and **Training** Technicians, **Regular** Guides, Public Education **Officers**, Technical **Inspectors**, Nuclear **Technologists** and Computer Support Personnel (as noted in Sections **26.0, 27.0, 28.0, 29.0, 30.0** and **31.0**) in Ontario Power Generation Inc. (**Nuclear**). It shall also apply to **Security Guards** identified in Article 1 es set out in Sections **32.0**. When other nuclear stations are established, these provisions will not automatically apply, but will require review and possible modification at that time.

The provisions of the Articles of the Agreement as well as the provisions of Part 'A', General Items are applicable to the employees covered by **Part 'G'**, Nuclear Generating Stations, The provisions contained in Parts, '**D**', and '**E**' of the Collective Agreement do not apply to the above employees, except as noted in Sections **27.0, 28.0, 29.0, 30.0, 31.0** and **32.0** herein.

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NUCLEAR GENERATING STATIONS

Specific Matters of Agreement**1.0 WAGES**

The wage rates for all employees covered by this section of the Collective Agreement shall be in accordance with wage schedules **22** and **23** which are part of this Agreement.

2.0 HOURS OF WORK**2.1 Shift Workers****2.1.1 Regular Schedule**

1. A **12-month** schedule will be posted **30** days prior to its starting date. The schedule will average **40** hours per week and will indicate the days, hours of work (**shift**) and position for each employee. The schedule will end on the last day of the fiscal month of December. The design of the regular schedule shall provide for a minimum of **16** hours off between shifts when working on an eight-hour shift schedule and **12** hours off between shifts when working on a **12-hour** shift schedule.
2. The regular schedule will be prepared so that each employee's time is balanced to zero in the case of an eight-hour shift schedule or plus or minus four hours in the case of a **12-hour** shift schedule (in this case the plus or minus time will be carried into the next schedule) as of the last day of the schedule.
3. Although the content, preparation, posting and administration of the shift schedule is the sole responsibility of the company, the preference of the majority of shift workers at each station for a particular basic type of schedule will be adopted. Such preferences will be made known to the company prior to commencement of preparation of the new schedule. The **final** schedule will be mutually agreed to with the Divisional chairperson unless in the company's opinion, the efficiency of the station or the health of a shift worker could be detrimentally affected by the chosen schedule, then the company will **provide** the **Sector Vice President or delegate** with reasons or medical opinions why the desired schedule cannot be implemented

The preference of individual shift workers regarding vacation periods will be considered, providing such preferences are made known prior to commencement of preparation of new schedules.

The following are the **recognized** criteria of an acceptable shift schedule:

- (a) The schedule should equitably rotate among all crews.

- (b) The schedule should follow a repeating pattern so that it is easily understood.
- (c) The schedule should never be far off balance and should reasonably approximate the time off provisions of day work. It follows then that a schedule should not leave long sequences of work without time off, nor long sequences of time off. In the case of 11-hour shift schedules, time balances should cycle between **+/-36** hours with an additional **+/-4** hours as an exception.
- (d) **Supernumerary** shifts shall be indicated on the regular schedule as Monday to Friday day shifts (**0800 - 1600** hours) only. Supernumerary **shifts** for security staff at Pickering may be scheduled as **12** hour day shifts on Monday to Friday provided that such scheduling is the preference of a majority of affected staff.
- (e) When scheduling **12-hour** shifts, the maximum number of night shifts to be worked in sequence would be three and the maximum number of days to be worked in a sequence would be four.
- (f) The **12-hour** shift schedule shall provide for at least **48** hours off between each sequence of **shifts** and at least two regular days off will be scheduled in each week (pay period).
- (g) Shifts for security staff at Pickering may be scheduled to **start 1/2** hour before the corresponding shifts for the rest of the shift workers,

2.1.2 Revisions to the Regular Schedule

A minimum of seven days' notice shall be given when an employee's hours of work, as shown on the regular schedule, are to be changed, with the following exceptions:

1. With three days' notice an employee's hours of work may be changed if a forced unit outage occurs for reasons of equipment failure, or for a safety reason. Refer to Mid-Term Agreement **R-7** for definition of unit outage.

The applicability of the three-day notice period in this clause is dependent upon a **shift** change notice being issued to the affected employees within **48** hours of the occurrence of the forced unit outage.
2. In the case of illness, which would result in a staff shortage, four (**4**) days' advance notice will be given when placing an employee on shift.
3. When work load permits, a supernumerary day may be interchanged with a regular day off at the employee's request.

When work load permits, regular days off scheduled to correct a plus time balance resulting from a revision to his/her regular schedule may be rescheduled at the employee's request,

When scheduled work is performed on a statutory holiday, an additional day off will be scheduled in lieu of the statutory holiday. This lieu day shall be identified on the schedule. When work load permits it may be interchanged with another scheduled working day **after** the statutory holiday at the employee's request.

4. Revisions to the regular schedule will provide the following minimum hours off between shifts:
 - (a) **Shift** change notices between **12-hour** shifts will provide at least **12** hours Off.
 - (b) Shift change notices from a **12-hour** shift to an eight-hour **shift** will provide at least **12** hours off.
 - (c) Shift change notices from an eight-hour shift to a **12-hour** shift will provide at least **15** hours off.
 - (d) Shift change notices between eight-hour **shifts** will provide at least **15** hours off.
 - (e) Shift change notices between IO-hour **shifts** will provide at least **12** hours Off.
 - (f) **Shift** change notices from a IO-hour shift to a **12-hour shift** or vice versa will provide at least **12** hours off.
 - (g) Shift change notices from a IO-hour shift to an **8-hour** shift or vice versa will provide at least **15** hours off.

Failure to provide the above-noted minimum hours off will require that premium rates be paid for the **first** affected shift.

5. Revisions to the regular schedule while working a **12-hour shift** schedule will not result in an employee working more than three night shifts in a row and must provide at least two periods of **24** hours off in a week (pay period). Notwithstanding the foregoing, an additional **12-hour** period of work may be worked for MAR coverage (see Mid-Term **R-98** Twelve Hour Shifts - Special Conditions **OHN**).
6. **Shift** workers with a plus or minus four hours time balance assigned to day work or shift for an indeterminate period of time may be required to take off or work a four-hour period respectively, but no payments, premium or otherwise will apply to such time worked as an extension of a normal eight-hour day to resolve a minus time balance.
7. Plus time balances which still exist as of the last day of the regular schedule shall be paid for at premium rate.

Minus time balances which occur as a **result** of changes to the regular schedule shall be worked off within two **fiscal** months of the end of the schedule month in which the minus balance occurs unless it is mutually agreed to between the

employee and his/her supervisor to extend this period. Minus balances not worked off within this two-month period will be written off (unless it has been agreed to extend this period).

8. An employee who commences Maternity/Parental leave, or training in excess of 5 weeks may have **her/his** plus or minus time balance corrected in advance, where mutually agreeable between the employee and his/her supervisor. Uncorrected time balances shall be frozen for the duration of such leave or training.

2.1.3 Transfer to Day Work

A shift worker may be required to work on day work. In such cases the normal work week shall be **40** hours per week consisting of five days of eight hours (not before **7:00** am and not later than **6:00** pm) Monday to Friday inclusive. All work outside of normal scheduled hours shall be considered **overtime** and paid at the appropriate premium rate as per Section **5.0**. Notification of transfer to or from day work shall be in writing with a minimum of seven days' notice.

2.1.4 Penalties

Failure to give the required notice as indicated in Subsections **2.1.1** and **2.1.3** shall require the payment of premium rates for work performed until the notice has expired.

Failure to give the required notice as indicated in subsection **2.1.2** shall require payment of premium rates for only those hours within this notice period that the employee had not previously expected to work.

Revisions to Subsections **2.1.5(a), (d), (e)** and **(f)** of a shift change notice to correct an error which does not affect hours of work will not be considered as issuing a new shift change notice.

2.1.5 Miscellaneous Scheduling Provisions

1. Changing Positions on a **Shift**: Changing of positions on a given **shift** shall not involve premium rates of pay.
2. Definition: Notice as referred to in this section shall be defined as per the following example. One day's notice shall mean **24** hours prior to the start of the first affected shift.

A notice period shall be deemed to commence coincident with the signing, or verbal notification of posting, where applicable, of the shift change notice.

Verbal notification shall be given when the employee is absent from his/her regular work headquarters and he/she is not scheduled to return before the commencement of the required minimum notice period. This is to be followed by posted notice within **24** hours.

The regular schedule for each employee shall be the posted schedule as per Subsection **2.1.1(1.)** modified by any **shift** change notices in effect.

A shift change notice shall be used for all revisions to an employee's regular schedule.

This **shift** change notice shall be a standard form containing, but not limited to, the following:

- (a) Reason for **shift** change.
- (b) Details of changed hours of work.
- (c) Details of time balance **compared** to crew.
- (d) Time of posting.
- (e) Signing or statement of verbal notification (where applicable).
- (f) Routing.

3. Permanent Location Transfer or Promotion Within a Station: On permanent transfer to a new location or promotion within a station the individual employee is required to assume the existing schedule for the new position without notice or penalty. His/her time balance shall, unless special circumstances prevent, be adjusted before taking over his/her position on the regular schedule, and in any case before the zero balance date of the existing schedule.

4. Changing Crews Within a Work Location: Within a given work location where more than one **shift** schedule exists, an employee may be moved from one crew to another without notice or penalty, as long as his/her hours of work remain unchanged.

Where an employee's normal area of work within the location is changed with less than **16 hours'** notice, travel between work areas, where required, will be on the Company's time.

5. If employees at the **BNPD** start shifts at different times the Company will supply buses for each shift or pay travel expenses as per **PW-8**.

6. Following **implementation** of the **12-hour** schedule, such schedule may be cancelled immediately by Management, should either the safe operation of the plant or public safety be adversely affected due to the **12-hour** shift schedule.

The **12-hour** schedule may be cancelled for other reasons by Management or the Union upon two months' **written** notice to the other party.

7. Assignment to/from Training: Normally an employee will receive his/her assignment to and from training as per Part **G**, Item **2.1.2**. However, an employee's work headquarters or his/her work assignment within his/her residence headquarters may be changed from day training to day **work/day** shift (or vice versa), without notice or penalty provided his/her hours of work are not changed on the first affected day, if one of the following conditions exists:

- (a) to fill an **unforeseen** vacancy in the **course**
- (b) if the **course** is cancelled
- (c) if the individual finishes early

Where mutually agreeable between the employee and his/her supervisor the employee may return to his/her regular **shift** without notice or penalty.

Management will make reasonable efforts to **minimize** personal inconvenience or hardship to employees when a change of work headquarters is necessary.

2.1.6 Conditions While Working on a 12-hour Shift Schedule

- 1. When a regular shift **commences** before midnight and continues **after** midnight, all hours during the continuous shift shall, for pay and time balance purposes, be recorded and treated as if they occurred during the calendar day in which the shift ends.

- 2. Pay Provisions

When an employee is scheduled to work a **12-hour** shift, the following will apply:

- (a) In determining credits used for vacations, floating holidays and sick leave, one and one-half days will be deducted.
- (b) In determining pay treatment for
 - i) travelling time outside normal working hours
 - ii) payment for temporary supervision
 - iii) time charges and expenses -employee Union representativecalculations will be made on an hour-for-hour basis to a maximum of **12** hours except for(i) where the maximum will be eight hours.
- (c) In determining pay treatment for the following items a day will be considered to be **12** hours:
 - i) Leave of Absence With Pay, Part 'A', Item **10.1**
 - ii) Moving Days
 - iii) Payment for instructors, Part 'A', Item **19.0** Those who qualify for payment under Part 'A', Item **19.0** and perform those duties for greater than 8 hours in a **12** hour shift shall receive an instructor bonus of one and one half times the instructor's allowance.
- (d) In determining pay treatment for

i) Statutory Holidays

ii) Special Time Off

a day will continue to mean eight hours.

3. Rest Periods

Each employee shall be entitled to a ten-minute rest period approximately once within every four hours at a time designated by the Company.

2.1.7 Ten Hour Shifts

Shifts

The normal hours of work for non-time balanced ten hour shifts are **40** in any seven day period (for **clarification**, The Company may schedule **4-10** hour shifts in any 7 day period). **Shifts** may be performed in one or two **shifts** per day, Monday to Sunday, inclusive, and may be performed within the following shift windows:

1st shift - 0600 hrs to 1800 hrs
2nd shift - 1400 hrs to 0200 hrs

Shift Differential

1st shift - no shift differential
2nd shift - 70 cents per hour

Meal Periods

One meal period will be included within each shift.

Notice Period

A minimum of seven days' notice shall be given when an employee's hours of work, as shown on the regular schedule, are to be changed, with the following exceptions:

1. In the case of illness, which would result in a staff shortage, four (4) days advance notice will be given when placing an employee on shift.
2. With three days' notice an employee's hours of work may be changed if a forced unit outage occurs for reasons of equipment failure, or for a safety reason. Refer to Mid-Term Agreement **R-7** for definition of unit outage.

The applicability of the three-day notice period in this clause is dependent upon a shift change notice being issued to the affected employees within **48** hours of the occurrence of the forced unit outage.

Non-Time Balanced Shift Schedules

Ten-hour non-time balanced **shift** schedules will be assigned as follows:

- a minimum duration of 4 weeks and;
- a maximum of 4 days of **1st** shifts in a row and;
- a maximum of 4 days of **2nd** shifts in a row.

Lieu Days

When scheduled work is performed on a statutory holiday, an additional day off will be scheduled in lieu of the statutory holiday. This lieu day shall be identified on the schedule. When work load **permits** it may be interchanged with another scheduled working day after the **statutory** holiday at the **employee's** request.

Provision Concerning Time Off

When an employee is scheduled to work a 10-hour **shift**, the following will apply:

- (a) In determining credits used for vacations, floating holidays and sick leave, one and one-quarter days will be deducted.
- (b) In determining pay treatment for
 - i) travelling time outside normal working hours
 - ii) payment for temporary supervision
 - iii) time charges and expenses - employee Union representative

calculations will be made on an hour-for-hour basis to a maximum of **10** hours except for(i) where the maximum will be eight hours.

- (c) In determining pay treatment for the following items a day will be considered to be **10** hours:

- i) Leave of Absence With Pay, Part "A", Item **10.1**
- ii) Moving Bays
- iii) Payment for Instructors, Part "A", Item **19.0**. Those who qualify for payment under Part "A", Item **19.0** and perform those duties for greater than 8 hours in a **10** hour **shift** shall receive an instructor's bonus of one and one half times the instructor's allowance.

(d) In determining pay treatment for

- i) Statutory Holidays
- ii) Special Time Off

a day shall continue to mean eight hours.

2.1.8 Change of Work Headquarters

1. In the event a shift employee is assigned to a temporary work headquarters outside his/her residence headquarters he/she shall receive a minimum of seven days notice **unless no change in hours of work is required**. Failure to give the required notice shall require the payment of premium rates for work performed at the new work headquarters until the notice period has expired. **Management will provide transportation for those employees who have no reasonable transportation available to them.**
2. In the event a shift employee is assigned to a temporary work headquarters within his/her residence headquarters he/she shall receive a minimum of three days notice **unless no change in hours of work is required**. Failure to give the required notice shall require the payment of premium rates for work performed at the new work headquarters until the notice period has expired. **Management will provide transportation for those employees who have no reasonable transportation available to them.**
3. An early return to his/her regular work headquarters initiated by Management will **require** a new **shift** change notice with the appropriate notice as stated in **(1)** or **(2)** above.

Failure to give the required notice shall require the payment of premium rates for work performed at his/her regular work headquarters until the notice period has expired.
4. For the purposes of Part **G**, Item **2.1.8** Pickering **NGS** and **ENTC** are considered one work headquarters. In addition, the Bruce site is considered one work headquarters.
5. A shift employee may be assigned to a temporary work headquarters without notice or penalty, if he/she leaves and returns to his/her work headquarters within a single **shift**.

2.2 Hours of Work - Part-Time - BNPD

Designated regular part-time positions in the security organization at BNPD may be scheduled to work between 06:00 and 18:00 hours. Staff working these hours are not entitled to shift differential as described in Section 3.0. When one or more part-time security staff are unavailable to work, full-time security staff may be scheduled to start work as early as 06:00 as replacements. In this case, Section 3.0 will not apply.

3.0 SHIFT DIFFERENTIAL

Shift differentials shall apply to employees required to work on a three-shift schedule or a two-shift schedule. The first part of a three-shift or a two-shift schedule shall begin at normal starting time. Regular part-time and temporary part-time employees will not be eligible for shift differential when the shift starts end ends between the hours of 0700 and 1800.

3.1 Eight Hour Shifts

A shift differential of 65 cents per hour shall be paid to employees who are scheduled to work between the hours of 1600 and 2400.

A shift differential of 85 cents per hour shall be paid to employees who are scheduled to work between the hours of 0000 to 0800.

3.2 Twelve Hour Shifts

A shift differential will be paid for the night shift only.

The shift differential will be the sum of the differentials in 3.1 above multiplied by 8/12.

3.3

The appropriate shift differential shall be paid for the first eight/twelve hours of each scheduled shift on any regular scheduled day of work and shall not apply for overtime hours. When premium time is involved for payment of shift work, the premium rate shall be computed on the standard basic rate, excluding shift differential.

4.0 MINIMUM INCREASE ON PROMOTION

All operators when being promoted, shall receive the wage schedule rate which provides a minimum increase of 3 percent (3%) of his/her existing basic rate or the maximum rate for the new job, whichever is the lesser.

5.0 OVERTIME

5.1

Due to the nature of the Company operations, some employees will be required to work overtime. Overtime will be minimized and managed within the limits of corporate effectiveness

and customer impact. In recognition of employee well-being and inconvenience, an effort shall be made to equitably distribute overtime amongst all qualified **employees**. Overtime, as used herein, means that part of the actual working time which is outside the normal scheduled hours and is, therefore, subject to compensation at premium rates.

5.2 Pay Entitlement

5.2.1 Monday to Friday inclusive

1. Scheduled Day of Work

(a) One and one-half times the employee's basic rate for all overtime work performed during the first four clock hours after normal quitting time.

(b) Two times the employee's basic rate for all overtime work performed outside the first four **clock** hours.

2. Unscheduled Day of Work

(a) One and one-half times the employee's basic rate for the first four hours of overtime work performed.

(b) Two times the employee's basic rate for overtime work performed in excess of the first four hours

5.2.2 Saturday, Sunday

Two times the employee's basic rate for all overtime work performed.

5.2.3 Statutory Holidays

1. Monday to Friday

Two times the employee's basic **rate** for all work performed plus eight hours at straight time as per Part 'A', Item **7.1**.

The employee may request time off without pay for the basic statutory holiday hours in addition to any overtime hours worked **as** per Part 'A', Item **10.2**.

2. Saturday

Two and one-half times the employee's basic rate for all overtime work performed.

5.2.4 Basic Rate Calculation

The basic rate is equal to the basic weekly rate of each employee's classification as set out in Salary Schedules **20** and **23** without any increments, premiums or bonuses, divided by the normal weekly hours.

5.3 Overtime **Cancellation and **Minimum** Payments**

5.3.1 Cancellation

All overtime cancelled within **44** hours of **its** scheduled commencement shall result in a cancellation payment of four hours at straight time except in the following circumstances:

1. Overtime arranged in the current shift as an extension of the shift, requires no cancellation payments.
2. Overtime arranged as an extension before the normal hours of work requires no cancellation payment if cancelled with more than **12** hours' notice.

5.3.2 Minimum Payments

All overtime performed or reported for due to lack of notice of cancellation shall result in a minimum payment of four hours at the appropriate premium rate except in the following circumstance:

Overtime arranged during the employee's normal working hours and worked as an extension before and/or **after** the employee's normal hours of work, requires no minimum payment.

5.4 Special Provisions Concerning Overtime

1. Time shall be counted from the time the employee reports for overtime work at the station until he/she finishes overtime work at the station or until his/her normal scheduled hours of work begin subject to **5.** below.
2. Because an employee was required to work overtime or because he/she lost time in changing shifts, he/she shall not be prevented from working his/her total number of normal daily hours in any normal scheduled day of work. If the employee cannot be supplied with the work required to make up the eight hours of work in that day, his/her pay shall be adjusted to provide a minimum of eight hours' work.
3. If an employee who has worked overtime and is physically capable and the gang of which he/she is ordinarily a member is at work, he/she shall not be deprived of the opportunity of working his/her normal scheduled hours in addition to the overtime he/she may have worked.
4. An employee who has accumulated overtime hours shall receive this, in earnings, calculated at the appropriate premium rate and cannot be required to take time off in lieu of payment.
5. An employee who is required to work continuously for more than **16** hours or an employee who accumulates **16** hours of working time in any **24-hour** period, shall be entitled to an eight-hour rest period. Time spent for meals may be deducted from the total elapsed time but is not to be considered as breaking the continuity of the hours worked.

If the rest period extends into the employee's normal scheduled hours of work he/she shall be paid at straight time rates for the portion of the rest period which

extends into the normal scheduled hours. This is in addition to the overtime worked. Should he/she be required to continue working beyond **16** hours he/she shall be paid two times his/her normal basic rate until an eight-hour rest period is granted. Should an employee be released before **16** hours have elapsed, **he/she** will not be entitled to an eight-hour rest period, and his/her right to continue work at straight time will be governed by Section **5.4 (3.)** above.

6. An employee who is receiving double time while performing overtime work, which extends into the calendar day containing his/her scheduled day off, shall remain at double time until he/she receives an eight-hour rest period.
7. When less than **48** hours' notice of the requirement to work overtime work is given and where an extra trip is required, a travelling allowance of one hour at straight time shall be paid.
8. Equivalent time off without pay see Part 'A', Section **10.2**.
9. At **BNPD** where the provided transportation is not available, the cost of special transportation shall be provided. This provision shall be discussed for any future station.
10. Overtime-Regular Part-Time and Temporary Part- Time Employees

Overtime is defined as:

- (a) Hours worked which are in excess of the normal daily hours of the classification. The premium payment for such work is one and one-half times the employee's basic rate for all work performed during the first four clock **hours** after the normal quitting time of the classification, and two times the employee's basic rate for all work performed outside of the first four clock hours after the **classification's** normal quitting time.

and/or
- (b) Hours worked in excess of **24** in a week. The premium payment for such work is one and one-half times the employee's basic rate for the first four hours worked in a day. Two times the employee's basic rate for all work performed in excess of four hours in a day.

and/or
- (c) Unscheduled hours worked on Saturday and Sunday. The premium payment for unscheduled hours worked on Saturday and Sunday is two times the employee's basic rate.

6.0 PREMIUM PAYMENTS

The computing of **hourly** rates for overtime shall be in accordance with the following:
The basic weekly rate of each employee's classification, as set out in salary schedules **20,23** and **38** without any increments, premiums or bonuses, shall be divided **by 40**.

Premium payment, for the undemoted, shall be as follows:

6.1 Shift Workers

6.1.1 Scheduled Work

1. One and one-half times the employee's basic rate shall be paid for scheduled work performed on Saturdays and Sundays.
2. Two times the employee's basic rate shall be paid for:
 - (a) Scheduled work performed on a statutory holiday which occurs on Monday to Friday. An additional day off will be scheduled in lieu of the statutory holiday within six months of the end of the posted schedule.
 - (b) Scheduled work performed on a statutory holiday which occurs on a Saturday. The premium for scheduled Saturday in **1.** above shall not **apply.**

6.1.2 Shift Workers - Cancelled Vacation Days

Any vacation day cancelled at the request of the Company with less than seven days' notice shall be paid for at premium rates of pay. Vacation days cancelled with seven or more days' notice shall be paid for at **straight** time. Cancelled vacation days will be rescheduled in accordance with Part 'A', Section **6.0.**

Shift workers shall **receive** entitlement for the same number of statutory holidays as day workers.

6.2 Continuous Driving

Employees given a continuous driving assignment will be paid in accordance with the following:

In each twenty-four hour period each will be paid eight hours at the basic rate, eight hours at the appropriate premium rates and eight hours at no pay (rest period). On Saturdays, Sundays and statutory holidays the appropriate premium rates shall apply.

The total time of the trip shall be determined from the time the employees start work on the day the trip **commences** till the time the employees finish work on the day the trip ends. (From work headquarters and return to work headquarters.)

With less than three days' notice the appropriate rate for lack of notice shall apply to the first eight hour basic rate period.

7.0 VACATIONS - SHIFT WORKERS

Vacations will be governed by the following: The vacation year shall be from January 1 to December **31.**

Subject to exceptions resulting from unforeseen or emergent conditions, arrangements will be made to provide vacations as undernoted.

1. Fourteen consecutive days off within the period May 1 to September 30 (summer schedule).
2. Sixteen consecutive days off including three weekends within the period May 1 to September 30 (summer schedule) to all who qualify for three or more weeks' vacation.
3. Where mutually convenient to the Company and the employees, if an individual so requests, all or part of the vacation allowance may be taken outside the period May 1 to September 30.
4. A request by an individual for an extension of his/her vacation period may be granted at the Company's discretion by interchanging his/her scheduled vacation days or unused vacation entitlement with days of work, providing qualified relief is available at the location. If it becomes necessary to cancel the additional extension as outlined in this item, the employee granted the extension will be required to return to his/her original schedule without penalty to the Company. If, in any instance and due to unforeseen circumstances, vacation schedules are adversely affected, the Company will use available relief so as to reduce the abnormal period to a minimum. See also **Part A**, Section 6.0.

NOTE

The consecutive days referred to would normally include other than vacation entitlement.

8.0 PLASTIC SUITS

When an employee is required to work in plastic, abrasive blasting, flame spraying, high pressure water cleaning or fire retardant, suits of the fully enveloping type with independent air supply, he/she shall receive a special allowance of **\$8.10** per day. For the purposes of this item, a day will be defined as any work period up to **12** hours.

This allowance shall also apply to those employees who use Self Contained Breathing Apparatus except when used for training or by Emergency Response Teams and equivalently-qualified **HWD** Action Group Members.

9.0 POSITIONS EXCLUDED AS PER ARTICLE 1

It is **recognized** that from time to time incumbents in positions excluded under Article 1 .0 will be performing work functions. It is also **recognized**, however, that such work functions will not be performed for the purpose of reducing staff requirements or deliberately to avoid overtime for employees represented by the Union, If the Union believes that this provision is being abused, it may lodge a grievance under Article 2 of the Collective Agreement.

10.0 JOURNEYPerson 'AA'

Subject to appointment and not automatic progression: A **journeyperson** tradesperson who is periodically required to work at another trade requiring skills of a level equal to or greater than his/her own trade shall be entitled to a **journeyperson 'AA'** rating. This classification will not be applicable to mechanical maintainers and **shift control** technicians.

11.0 SUPERVISORY RESPONSIBILITIES

Many factors **are** involved in bade supervision. The depth of involvement in these factors defines the level of supervision required. There are three levels of regular supervision within Union jurisdiction. These are: union trades supervisor - level **3**, union trades supervisor - level 2 and union trades supervisor - level **1**. The responsibilities associated with each of these levels are set out in the "Trades Responsibilities and Supervisory Criteria" dated July **15, 1968** which is an appendix to this Agreement.

11.1 Tradesperson Responsibilities

A tradesperson is required to exercise judgment and control over his/her own actions so that the assigned work may be performed safely, efficiently, and effectively, and with consideration of its effect on others.

In a work situation, a **journeyperson** will be responsible only for his/her own work and the work and training of one apprentice or helper. However, for the purpose of training, a **journeyperson** may be required to teach trade skills of a specific task to more than one apprentice or **journeyperson** at one time. During such a teaching situation, the **journeyperson** is responsible only for the demonstration of trade skills and not for the work of the apprentices or **journeyperson** involved.

Related to the above, a "helper" is a person of lower classification than the tradesperson he/she is assisting; an "apprentice" is a person of lower than **journeyperson** progression in a trade.

11.2 Supervisory Responsibilities of a Union Trades Supervisor - Level 3

A union trades supervisor - level 3 supervises an assigned crew on specific jobs and does so for periods up to two days without face to face contact with his/her supervisor who will carry out the higher responsibilities of the job. Less frequent contact requires that the union trades supervisor - level 3 be paid at the appropriate supervisor rate. He/she performs physical work activities. This classification is paid at a rate which is eight percent (**8%**) above the **journeyperson** rate of his/her trade or eight percent (**8%**) above the **journeyperson** rate of the highest trade supervised, whichever is the greater.

11.3 Supervisory Responsibilities of a Union Trades Supervisor - Level 2

A union trades supervisor - level 2 supervises staff on a continuing basis to carry out a given work program. He/she performs physical work activities. This classification is paid at a rate

which is 17 percent (17%) above the journeyperson rate of his/her trade or 17 percent (17%) above the journeyperson rate of the highest trade supervised, whichever is the greater.

**11.4 Supervisory Responsibilities of a
Union Trades Supervisor - Level 1**

A union trades supervisor - level 1 performs the complete supervisory responsibilities over a trade staff. He/she performs physical work activities. This classification is paid at a rate which is 22 percent (22%) above the journeyperson rate of his/her trade or 22 percent (22%) above the journeyperson rate of the highest trade supervised, whichever is the greater.

**11.5 Supervisory Responsibilities of a
Management Supervisor**

A management supervisor's responsibilities are of a supervisory nature as described in the "Trades Responsibilities and Supervisory Criteria". Normally they must not take the place of skilled workers. In the event that an emergency work condition arises, skilled help should be called in. However, where suitable skilled help is not available at the required time, supervisors are expected to perform whatever duties are necessary. The foregoing is not intended to prohibit the supervisor from using the tools of the trade for training purposes.

12.0 PAYMENT FOR TEMPORARY SUPERVISION

Overall supervision of a crew is provided by a supervisor and/or union trades supervisor - level 3 carrying out the appropriate responsibilities set out in Part 'G', Sections 11.2 to 11.5. However, a crew may be assigned a task without a regular supervisor in attendance, in which case a temporary supervisor may be appointed. In such instances, any responsibility for supervision must be assigned, it cannot be assumed. When so assigned, the level of supervision to be performed and paid must be designated in accordance with the preceding Section 11.0. Employees shall not be held accountable for more than journeyperson responsibilities that have not been assigned.

Where no regular supervisor is on a job the following shall apply:

1. Where a journeyperson is responsible for one helper or one apprentice, there shall be no payment for supervision.
2. Where two journeymen are working together and each is responsible for his/her own work, there shall be no payment for supervision. However, where a journeyman is held responsible for the work of another tradesperson, other than a helper, he/she shall be appointed and paid as a lead hand or union trades supervisor - level 3.
3. Where a job, which is preplanned by a supervisor and which can be completed in one day, is being performed by three employees whose work is interdependent, one of them shall be appointed and paid as a lead hand. A lead hand will be paid for assigned responsibilities in excess of two hours per day, in which case he/she shall be paid five percent (5%) above the journeyman rate of his/her trade or five percent (5%) above the journeyman rate of the highest trade supervised, whichever is the greater for a minimum of four hours or the actual hours worked as

a lead hand, whichever is greater. Lead hand responsibilities are as appended to the "Trades Responsibilities and Supervisory Criteria" document.

Where a group of employees are working at a location on jobs which are independent of one another and planned by a supervisor so that no coordination of their activities is required, additional supervision will not be required. Where the job requires more than one day to complete or is not preplanned, or is being performed by four or more employees or where the assigned responsibilities exceed lead hand responsibilities, one of them shall be appointed **and** paid as a union trades supervisor - level 3 or level 2 supervisor. In such cases if he/she supervises for more than two hours in a day he/she shall be paid the supervisory rate for a minimum of four hours or the actual hours he/she supervises, whichever is the greater.

NOTE

Preplanned means planning which is done away from the job site. It does not relate to on the site detailed planning.

12.1 Schedule of Payment for Relief Supervision in an Established Position

The following schedule shows the rate to be paid for employees relieving a supervisor. The column figures represent the percentage to be paid above the basic **journeyperson** rate.

The left-hand column figure shows the rate to be paid for periods during which supervision is provided for up to two days. If supervision is provided for more than two consecutive days, the right-hand column figure is used and applies for the full period during which supervision is provided.

Regular Classification	Classification Performed			
	Level 3 Union Trades Supv	Level 2 Union or Mgmt Supv	Level 1 Union or Mgmt Supv	
Journeyperson	8	17	22	
Union Trades Supv - Lev 3	a	a	a	22
Level 2 Supervisor		17	17	22
Level 1 Supervisor			22	22

13.0 RELIEF WORK

Payment for a statutory holiday shall be at the relief rate if it occurs during the relief period for all classifications.

When an employee acquires a lieu day while relieving in a higher-rated position, the lieu day shall be paid at the higher rate.

13.1 Operators

Operators, when used to supply relief in a higher-rated union supervisory position, shall be paid the rate for the position. Payment will be on an hour-for-hour basis when performing the duties in the higher classification.

Operators, when relieving for the normal duties of an employee in a non-union supervisory position, shall be paid five percent **(5%)** above the operator's base rate.

Chemical and Steam Operators, when relieving in or appointed to a higher-rated position, and have accumulated the sum of **1400** hours of actual work in the higher position in any nuclear station shall receive the rate of the next highest progression step in that position.

If an operator, relieving in a higher position falls sick, he/she will be paid sick benefits of the rate of the job in which he/she is relieving only up to the first point on the schedule where he/she would have normally returned to his/her basic rate. From this point onward, sick benefits during this illness will be based on his/her basic classification rate.

In recognition that operators are regularly required and scheduled to provide relief in higher positions, they shall receive for their full vacation period the rate of the higher position when such relief has been provided for **50 percent (50%)** or more of a vacation year. Operators relieving in a higher position for less than **50 percent (50%)** of the vacation year will be paid the rate of their regular classification during the full vacation period.

Where it is **necessary** to use **step-up** in a **regular** schedule, such schedule shall **provide** for each position being **filled** from the **next** position in line, except in special cases such as where the occupant of the next position in line lacks sufficient qualifications. In emergency relief an effort shall be made to supply such relief from an equal position or the next lower position in line.

To take care of staff development training situations for lower classifications it is **recognized** that any lower classification may from time to time assume the responsibility of any higher position. This is a strict training situation and must not be used as a substitute for normal relief **procedures**.

13.2 Entry Co-ordination

When stepped up to the position of Entry **Co-ordinator** an employee shall be paid the Entry Co-ordinator rate or **5%** above their classification whichever is **greater**. This classification or step up rate is not available to any employee who is in receipt of payment for supervision.

14.0 SPECIAL CLOTHING

The Company shall supply special wearing apparel where it is required at no cost to the employee. In addition to the provisions of Part 'A', Section **39.0**, clothing will be provided when it is not possible because of special dirt, to have clothes cleaned domestically or commercially. In this case it may be acceptable to provide the cleaning facilities and not the clothes.

Where uniform appearance is required, uniforms will be provided. Security staff required to wear a uniform will be reimbursed for two **(2)** pairs of **CSA** approved safety footwear per

calendar year with a dollar maximum of \$125. Where uniform appearance is not required, Part A, Item 39.2.5 will apply.

15.0 STAFFING

15.1 Selection to/Acting In Vacancies

Selection to be made within **90** days after a vacancy in an existing position occurs, and where there is a qualified applicant. Selection within **90** days is not applicable in staffing new stations.

All **acting** positions are to be limited to **90** days unless extensions are agreed to by the **Company** and the Divisional **Chairperson** of the Union. **Pending** the arrival of the successful applicant and his/her assuming of the normal duties, the acting-incumbent who is performing the normal duties and responsibilities of an "acting" position shall receive the rate for the position.

15.2 Staffing Nuclear Operator Positions

15.2.1

Supervising Nuclear Operator and **Authorized** Nuclear Operator vacancies will be filled using Article **10.1.3.A**.

15.2.2

Nuclear Operator and Major Panel Operator positions will be advertised under Article **10**. Positions will be advertised stating the required **specialization** and requisite qualifications, **eg**, fuel handling, **TRF**, Unit **O**, and units.

15.2.3

The selection of lateral applicants from a given classification **from** a specified department may **be** limited to five in any calendar year.

For the **duration** of **this** contract, no operators from **Pickering** can apply to lateral or demotional **positions** at **Darlington**. Operators from **Pickering** can apply for **promotional opportunities** at **Darlington** and the Company will consider them in **determining** if they would have **been** successful. However, they will not be promoted to **Darlington**.

Successful Pickering applicants in the above scenario **will receive** pay at the **higher** rate. An employee **receiving this higher** rate who subsequently declines a **similar promotion** at **Pickering** or who fails to apply for **similar promotional opportunities** at **Pickering** **will** no longer be **eligible** to receive **this higher** rate.

16.0 PROVISION OF MEALS

In recognition of **the** importance of regular meals to an individual's health and effectiveness on the job, the Company will supply meals as outlined below and when required, will assign an employee to secure the meals.

- (a) Employees provide their own meals on regular days of work.
- (b) When an employee works overtime on a regular day off, he/she will be expected to **provide** one meal if **23** hours notice has been given.
- (c) When an employee works extension overtime before or **after** normal scheduled hours, all required meals will be provided by the Company. The **first** meal (or meal allowance) will be provided when two (**2**) hours of overtime are worked. Subsequent meals or meal allowances will be provided every four (**4**) hours of overtime worked thereafter.
- (d) When meals cannot be reasonably obtained¹, an allowance of **\$10.00** per meal will be paid.

16.1 Meal Periods

- (a) Employees on day work shall **take** a meal period designated by the Company and shall not be paid for this time (unless otherwise provided for in the Collective Agreement).
- (b) Employees on shift work shall eat their meals during the **shift** hours as conditions permit.
- (c) When an employee works extension overtime, no time shall be deducted for eating such meals where the employee eats the meal on the job and in a minimum of time.

17.0 RADIATION

17.1 Personal Property

Reimbursement by the Company for losses of the employee's personal **property** as a result of radioactive **contamination** shall be considered and assessed on the individual merits of each case.

17.2 Access to Radiation Records

Each employee shall have access to his/her personal radiation dose records.

17.3 Ionizing Radiation

The Union **Office** will be **supplied with** one copy of the Radiation **Protection** Requirements and one copy of the **Radiation** Protection Procedures Manual, and all **revisions** to these Requirements and Procedures.

¹ 'Reasonably **obtained**' is to be defined locally by **Union** and Management

17.4 Radiation Limits

Employees performing their normal work, who exceed radiological limits requiring them to be removed from certain work locations, shall be given suitable work elsewhere at not less than their basic rate of pay.

17.5 Pregnant Atomic Radiation Workers

Every reasonable effort shall be made to assign a pregnant Atomic Radiation Worker to a location where there is no expected recordable radiation dose above natural background. In relocations of pregnant Atomic Radiation Workers, the normal base rate of pay will be maintained. The relocation period will be extended for a reasonable period of time for female Atomic Radiation Workers who indicate they intend to continue to breast-feed their babies after they return to work.

17.6 Female Atomic Radiation Workers Wishing to Conceive

Every reasonable effort shall be made to re-assign a female Atomic Radiation Worker, at her request, to a location where there is no expected measurable radiation dose while she is attempting to conceive. The purpose of the reassignment is to ensure that the embryo/fetus is not exposed to radiation during the period between conception and confirmation of pregnancy.

The re-assigned female Atomic Radiation Worker shall have her wages maintained under the following conditions:

- (a) the re-assignment is six months or less, and
- (b) the employee will have no more than three such re-assignments, and
- (c) Exceptions to the above may be granted at the discretion of the Company's Chief Physician.

17.7

Although every effort shall be made to minimize disruption to the continued training and development of the employee in her chosen career, it is recognised that re-assignment to a non-related work area may interrupt the training program. In the case where it is interrupted, progression through the training program will be frozen for the duration of the reassignment.

17.8 Dose Limits

OHN is committed to excellence in radiological safety performance. All radiation exposures shall be kept as low as reasonably achievable, consistent with sound operating practices, and with due regard for employee concerns.

The Company will pursue a policy of controlling radiation doses to its employees such that individual doses will not exceed 10 mSv (1 rem) per year averaged over any five (5) year period, provided the total collective dose does not increase as a result.

Each facility shall jointly develop annual targets and implementation plans which will strive to improve on this standard and eliminate unnecessary radiation exposure.

The Grievance process is not intended to apply to Part 'G', Item 17.8, however, instances where annual targets have been exceeded will be reviewed by the Joint Health and Safety Committee of that facility. Such instances may also be fit matter for discussion by the Joint Committee on Radiation Protection.

18.0 CERTIFICATION OPERATORS

Bruce Steam Plant Nuclear Operators

Each **Bruce** Steam Plant Operator and Nuclear Operator who requires a Ministry of Commercial and Consumer Relations (**MCCR**) or Environment and Energy Ministry (**EEM**) certificate will be paid at **his/her** basic rate to write each examination once. Arrangements will be by mutual agreement.

The application of this clause shall not qualify an employee, who works on the day that **he/she** **writes** the examination, for premium rates of pay.

18.1 Certificate Renewals

Steam Plant Operators and Nuclear Operators who are required by the Company to renew their certificates with the Ministry of Commercial and Consumer Relations or Environment and Energy Ministry, will have the **cost of** such renewal(s) reimbursed.

19.0 PERSONNEL DEVELOPMENT (TRAINING AND EXPERIENCE)

The benefits of personnel development to the Company and to the individual are **recognized**.

Also **recognized** is the emphasis placed on personnel development, when determining qualifications, for promotion purposes. The need for equitable development opportunities and treatment of individuals and groups is clear. Therefore, it is agreed that:

1. Individuals and groups should receive equitable development opportunities and treatment.
2. **Disruptions** to training will be **minimized**. Where the work situation, unavoidably, precipitates an inequality of development opportunity and treatment, such inequity will be **recognized** and will not be allowed to work to the disadvantage of that individual or group.
3. Employees shall receive **100%** of approved reimbursable costs, paid for external training which:
 - creates or maintains employee's capability related to current job performance,
 - creates employee's capability for a position identified in a succession, retraining or redeployment plan.

Employees shall receive **75%** of registration/tuition fees and learning material costs for external training activities which create employee's capability for future jobs within the Company and provided such training is outside working hours.

20.0 RESIDENCE HEADQUARTERS FOR PICKERING NGS, DARLINGTON NGS AND ASSOCIATED WORK HEADQUARTERS

1. The boundary of the residence headquarters for Pickering **NGS** and Darlington **NGS** will be determined by the perimeter of a circle of radius **30** km, **centered** at a point midway between Pickering **NGS** and Darlington **NGS**.
2. The residence headquarters defined in 1. will also be the residence headquarters for all work headquarters of Nuclear that are located within it.
3. An employee who is **transferred** between the work headquarters that are within the designated Pickering - Darlington residence headquarters will be eligible for **transportation** and moving expenses as per Part 'A', item

28.0 of the Collective Agreement, unless the new work headquarters is within a reasonable commuting distance from his/her residence.

21.0 TEMPORARY TRANSFERS OF PART 'G' EMPLOYEES TO PART 'F' - FOSSIL GENERATING STATIONS

Employees temporarily transferred to the Fossil Business Unit will adopt the work schedules and associated work schedule provisions of the location to which they have been transferred.

Employees returning to their regular work headquarters will assume the same time balance as their crew. Any minus time balances created due to working at the temporary location will be written off. Plus time balances shall be paid for at the appropriate premium rates. In addition, where work load permits, the employee may request time off on an hour for hour basis without pay to be taken within six months.

The following items will apply under the above conditions:

1. Part 'F', Sections 2.0, 2.6, 4.3(6.), 6.0(1.)(2.), 10.0(3.) and 13.0 as contained in the Ontario Power Generation Inc. (Fossil/Hydroelectric) Collective Agreement.
2. The Company will supply the tools for employees while on temporary transfer.

22.0 EMERGENCY RESPONSE TEAMS

22.1

As part of their normal duties, all employees may be required at times to take action in response to emergencies.

22.2

Qualified designated members of the Emergency Response Teams shall receive **\$1350.00** annually on their anniversary of becoming a member of the Emergency Response Team.

HWD Action Group Members who, because of their emergency duties have qualifications fully equivalent to nuclear station response teams, will also be eligible for payment outlined in 22.2 above.

22.3

Shift Emergency Response Coordinators shall not be eligible for the payment as outlined in item 22.2 above.

22.4

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

22.5

Persons acting as **ERT Captains** on either **drills, training** or events shall be **paid \$1/hr** in **addition** to their normal pay on that **shift**.

23.0 AUTHORIZED NUCLEAR OPERATORS IN TRAINING

Refer to Mid-Term **R-116-3**.

23.1 Authorized Nuclear Operator Retention of Authorization Policy

Refer to Mid-Term **R-116-3**

23.2 Authorized Nuclear Operators In Training Increasing Capability Compensation Progression Policy

Refer to Mid-Term **R-169**.

24.0 NUCLEAR OPERATOR - PROGRESSION

24.1

All Nuclear Operators are expected to progress to Grade **02**, Step **8**. Nuclear Operators must complete the training associated with each step of the wage schedule.

24.2

Nuclear Operators who fail to progress to Grade **02**, Step **8** will be treated according to Part 'A', **Item 3.1**.

25.0 MAINTENANCE ASSESSING

Mechanical maintainers may be regularly required to perform DR assessing as a part of their normal duties as outlined in the **occupational** definition. It is understood that this allows the mechanical maintainer (Nuclear) to do DR assessing on jobs he/she will be working on. This would include: (i) his/her own work, (ii) where he/she is part of a crew on a particular job, and (iii) where a job he/she expects to work on is passed on to a subsequent crew even if not yet started. The maintenance assessor rate was bargained in recognition of the totality of duties within the maintenance assessor occupational definition. Some of these duties are common to maintenance assessors and mechanical maintainer journeypersons. It is inappropriate to pay mechanical maintainer step up to the maintenance assessor **classification** for performing one or two of these common duties for a short period of time.

Maintenance assessor positions may be filled on a long-term temporary basis. The time shall not exceed **18** months **after** which the incumbent will revert to his/her regular classification and location. It is agreed that no more than **50** percent (**50%**) of these positions at a department will be filled in this long-term manner. An employee will not be selected for these positions for two consecutive terms. Employees will be notified of long-term temporary opportunities by means of local posting at the department with the temporary need.

Regular and long-term temporary maintenance assessors will not normally work shift. Short-term step up to maintenance assessor may be established on **shift** in accordance with Part **'G'**, Item **2.2**.

If the supervisor of the maintenance assessor is a union trades supervisor - level **3, 2** or **1**, the supervisor is paid at the appropriate percentage above the **journeyperson** rate of the mechanical maintainer (Nuclear).

If the mechanical maintainer (Nuclear) is required to perform the duties of a maintenance assessor, to the exclusion of his/her mechanical maintenance duties, step up to maintenance assessor will be paid. This might occur for temporary work or **SAVH** relief, or where a number of **DRs** are assessed by one individual on shift.

It is understood that consistent with the Collective Agreement, the expectation is that the maintenance assessor position will **normally** be filled by an individual with experience as a mechanical maintainer (Nuclear).

Selections will be made in accordance with Article **10.2**.

26.0 CONTROL TECHNICIANS

The normal hours of work for all control technician positions shall be **40** hours per week.

26.1

The following provisions of **Part 'G'** will not apply to **shift** control technicians:

Items **11.0** and **12.0** - Supervisors.

26.2 Relief

1. Where a shift control technician is required to provide relief in the senior shift control technician position, he/she shall be paid for all such hours worked at the rate for the position as outlined in schedule **23**, grade **01**.
2. Where a senior shift **control** technician is required to relieve in a non-union **supervisory** position for a period of one working day or more, he/she will be paid **five** percent above their normal rate or at the rate established by the Company for the relieved position, whichever is greater.

26.3 Placement in Shift Control Technician Positions
(Grade **03**)

Employees from other **classifications** who are eligible to apply for **shift** control technician positions within **OHN** will be **considered** before hiring outside the Corporation. These **employees**, if selected, would be placed at the appropriate position from entry level or higher, **based on** Management's assessment of experience and qualifications.

It is agreed that if an employee was not selected they would have redress through the grievance procedure to challenge their non-selection since such selections are made under Article **10**.

26.4 Progressions

See Memorandum of Understanding dated February **23, 1987**.

27.0 SHIFT WORK - RADIATION CONTROL TECHNICIANS, TECHNICAL INSPECTORS

27.1 Applicability

This section covers the following classifications:

Radiation Control Technicians
Technical Inspectors

27.2

The following items as set out in Part G shall apply:

- | | | |
|-----|-----------------------|--|
| (1) | Section 9.0 , | Positions Excluded as per Article 1 |
| (2) | Section 17.1 , | Personal Property |
| (3) | Section 17.2 , | Access to Radiation Records |
| (4) | Section 17.3 , | Ionizing Radiation |
| (5) | Section 17.4 , | Radiation Limits |
| (6) | Section 19.0 , | Personal Development |
| (7) | Section 8.0 , | Plastic Suits |
| (8) | Section 22.0 , | Emergency Response |
| (9) | Section 13.2 , | Entry Co-ordination |

27.3

All of the provisions of Part **D** shall apply, with the following exception:

Section **12** - Positions excluded as per Article **1**.

27.4 Intent

The intent of this section is to provide a framework within which employees in the above named classifications may be assigned to any of the existing **shift** schedules for limited periods of time. The "limited period" **is** to be less than three months in each year for each employee unless the employee involved specifically consents to an extension.

27.5 Implementation

When shift work is required, management will solicit preferences for shift work from the employees in the required classifications. If employees with the required skill, knowledge, experience, etc., indicate a preference for **shift** work, management will select from among these employees. If insufficient **qualified** volunteers are available, management will assign the **shift** work to qualified employees, endeavouring to **minimize** personal inconvenience.

27.6 Duration of Shift

The employees who may be required to work shifts under this section include both **35** and **40** hour per week positions. They will work a time balanced schedule. Forty hour per week employees when assigned to shift work will work the same hours as regular shift workers on shift.

Thirty-five hour per week employees when assigned to shift work will normally work seven-hour **shifts**. This may at management discretion be increased to eight-hour shifts.

27.7 Special Provisions on Shift

1. Shift work shall not be implemented for a period of three working days or **less**. If the working period is three days or less, the appropriate premium rate will be paid for the minimum three-day period.
2. The Company will provide seven days posted notice of the commencement and termination of a shift. Failure to **provide** such notice will require a penalty payment of premium rates for all changed hours of work within the notice period.

In the case of illness, which would result in a staff shortage, four (**4**) days' advance notice will be given when placing an employee on shift.
3. Such a placing on **shift** work shall not deprive an employee of his/her total number of normally scheduled weekly hours.
4. Revision to the work schedule shall provide for a minimum of **15** hours off between **shifts**. Failure to provide such time off will require the penalty payment for the first affected shift.

5. Shift differential shall apply to employees required to work on a **three-shift** schedule or a **two-shift** schedule and shall not apply for overtime hours.
6. Work in excess of the total number of normal daily hours will be paid at the appropriate overtime rates.
7. Premium payments for work on weekends and statutory holidays will be as **shown** in Part **'G'**, Section **6.0**.
8. When employees as identified in **27.1** are required to work **12-hour shifts**, the following sections of Item **27** will not apply: **27.6, 27.7(4), 27.7(5), 27.7(6)** and **27.7(7)**.

The appropriate provisions of Part **'G'**, Item **2.2**, Shift Workers and Item **3.2**, Shift Differential, **12-Hour** Shift, will apply. The exception to this is that Part **'G'**, Item **2.2.3**, Transfer to Day Work, will not apply.

27.8 Deleted Positions When on Shift

When an individual is assigned a **shift** and the provisions of **27.7** are in effect, the following provisions of Part **'D'** will not apply:

1. Section **2.0**: Hours of Work - General
2. Section **2.1**: Hours of Work - Specific
3. Section **2.2**: Hours of Work-Outside Heed Office

28.0 SHIFT WORK - PLANNING, TRAINING TECHNICIANS, NUCLEAR TECHNOLOGISTS

28.1 Applicability

This section covers the following classifications:

Planning Technicians
 Training Technicians
 Nuclear Technologists

28.2

The following items as set out in Part G shall apply:

- | | | |
|-----|-----------------------|-------------------------------------|
| (1) | Section 9.0 , | Positions Excluded as per Article 1 |
| (2) | Section 17.1 , | Personal Property |
| (3) | Section 17.2 , | Access to Radiation Records |
| (4) | Section 17.3 , | Ionizing Radiation |

- (5) Section 17.4, Radiation Limits
- (6) Section 19.0, Personal Development
- (7) Section 8.0, Plastic Suits
- (8) Section 22.0, Emergency Response
- (9) Section 13.2, Entry Coordination

28.3

All of the provisions of Part D shall apply, with the following exception:

Section 12, Positions excluded as per Article 1.

28.4 Intent

The intent of this section is to provide a framework within which employees in the above named classifications may be assigned to **shift** work on a Monday to Friday basis for limited periods of time. The "limited period" is to be less than three months in each year for each employee unless the employee involved specifically consents to an extension.

28.5 Implementation

When shift work is required, management will solicit preferences for shift work from the employees in the required **classifications**. If employees with the required skill, knowledge, experience, etc., indicate a preference for shift work, management will select from among these employees. If insufficient qualified volunteers are available, management will assign the shift work to qualified employees, endeavouring to **minimize** personal inconvenience.

28.6 Duration of Shift Hours

The employees who may be required to work shifts under this section include both **35** and **40** hour per week positions. They will work a time balanced schedule.

Forty hour per week employees when assigned to shift work will work the same hours as regular shift workers on shift.

Thirty-five hour per week employees when assigned to **shift** work will normally work seven-hour shifts. This may at management discretion be increased to eight-hour **shifts**.

28.7 Special Provisions When on Shift

1. Shift work shall not be implemented for a period of three working days or less. If the working period is three days or less, the appropriate premium rate will be paid for the minimum three-day period.

2. In ~~the~~ case of illness, ~~which~~ would result in a staff shortage, four **(4)** days' advance notice will be given when placing an employee on shift.
3. The Company will provide seven days posted notice of the commencement and termination of a shift. Failure to provide such notice will require a penalty payment of premium rates for all changed hours of work within the notice period.
4. Such a placing on shift work shall not deprive an employee of his/her total number of normally scheduled weekly hours.
5. Revision to the work schedule shall provide for a minimum of **15** hours off between shifts. Failure to provide such time off will require the penalty payment for the first affected **shift**.
6. Shift differential shall apply to employees required to work on a three-shift schedule or a two-shift schedule and shall not apply for overtime hours.
7. Work in excess of the total number of normal daily hours will be paid at the appropriate overtime rates.
8. Where mutually agreeable between the employee and his/her supervisor, Training Technicians may be assigned for self development to existing shift schedules. Such time shall not exceed three **(3)** months in a calendar year.

Premium payments for work on weekends and statutory holidays will be as shown in Part **G**, Item **6.0**. When required to work **12** hour shifts Part **G**, Item **28.6**, **28.7** and **28.7.6** will not apply. The appropriate provisions of Part **G**, Item **2.2**, Shift Workers and item **3.2 Shift Differential**, **12** hour **shift**, will apply.

28.8 Deleted Provisions When on Shift

When an individual is assigned a **shift** and the provisions of **28.7** are in effect, the following provisions of Part '**D**' will not apply:

1. Section **2.0**: Hours of Work - General
2. Section **2.1**: Hours of Work - Specific
3. Section **2.2**: Hours of Work - Outside Head **Office**

29.0 SHIFT WORK-COMPUTER SUPPORT PERSONNEL

29.1

The following items as set out in Part G shall apply:

- | | | |
|-----|---------------|-------------------------------------|
| (1) | Section 9.0, | Positions Excluded as per Article 1 |
| (2) | Section 17.1, | Personal Property |
| (3) | Section 17.2, | Access to Radiation Records |
| (4) | Section 17.3, | Ionizing Radiation |
| (5) | Section 17.4, | Radiation Limits |
| (6) | Section 19.0, | Personal Development |

29.2

All of the provisions of Part D shall apply, with the following exception:

Section 12, Positions excluded as per Article 1.

29.3 Intent

Management may establish classifications for ongoing shift work it deems essential to support the operation of department business computer functions. Shift work will be on a Monday-to-Friday basis and may include up to a **two-shift** operation **occurring** between **0700** and **2400** hours.

29.4 Implementation

New job **classifications identified** as having the potential to work shift will be created. The filling of these new positions will not **result** in any present or any subsequent surplus declaration or downward restructuring of personnel presently in similar day work positions.

29.5 Hours of Work

The employees assigned to work **shift** will work a **35-hour** per week time balanced schedule. The normal shift duration of each shift will be seven hours, except that at Management's discretion, this may be increased to eight hours. Banked **time** will be taken in full day increments only.

29.6 Regular Schedule

1. A **12-month** schedule will be posted **30 days prior** to its **starting** date. The schedule will average **35** hours per week and **will indicate** the days, hours of work (**shift**) and position for each employee. The schedule will end on the last day of the fiscal month of December. The design of the regular schedule shall provide for

a minimum of **16** hours off between **shifts** when working eight-hour shifts and **17** hours off between shifts when working seven-hour shifts.

2. The regular schedule will be prepared so that each employee's time is balanced to zero as of the last day of the schedule.
3. Although the content, preparation, posting and administration of shift schedules is the sole responsibility of the Company, the preference of the majority of shift workers at each station for a particular basic type of schedule will be adopted. Such preferences will be made known to the Company prior to commencement of preparation of new schedule. However, if in the Company's opinion, the efficiency of the station or the health of a shift worker could be detrimentally effected by the chosen schedule, then the Company will provide the Union (Chief Steward) with reasons or medical opinions why the desired schedule cannot be implemented.

The preference of individual shift workers regarding **vaca tion** periods will be considered, providing such preferences are made known **prior** to commencement of preparation of new schedules.

The following are the **recognized** criteria of an acceptable shift schedule:

- (a) The schedule should equitably rotate among all crews.
- (b) The schedule should follow a repeating pattern so that it is easily understood.
- (c) The schedule should never be far off balance and should reasonably approximate the **time** off provisions of day work. It follows then that a schedule should not leave long sequences of work without time off, nor long sequences of time off.

29.7 Revisions to the Regular Schedule

A minimum of seven days' **notice shall** be given when an employee's hours of work, as shown on the regular schedule, are to be changed, with the following exceptions:

1. With three days' notice, an employee's hours of work may be changed for a business computer failure or if a forced unit **outage** occurs for reasons of equipment failure, or for a safety reason. Refer to Mid-Term Agreement **R-7** for definition of unit outage.

The applicability of the three-day notice period in this clause is dependent upon a shift **change** notice being issued to the affected employees within **48** hours of the occurrence of the forced unit outage.

2. In the case of illness, **which** would result in a staff shortage, four **(4)** days' advance notice **will** be given when placing an employee on shift.

3. When workload permits, regular days off scheduled to correct a plus time balance resulting from a revision to his/her regular schedule may be rescheduled at the employee's request.

When scheduled work is performed on a statutory holiday, an additional day off will be scheduled in lieu of the statutory holiday. This lieu day shall be identified on the schedule. When workload permits, it may be interchanged with another scheduled working day **after** the statutory holiday at **the** employee's request.

4. Revisions to the regular schedule **will** provide for a minimum of **15** hours off between shifts. Failure to provide a minimum of **15** hours off will require that premium rates be paid for the **first** affected shift.
5. Plus time balances which still exist as of the last day of the regular schedule shall be paid for at premium rates.

29.8 Transfer to Day Work

A **shift** worker may be required to work on day work. In such cases, the normal work week shall be **35** hours per week. Hours of work will be in accordance with Part 'D', Item **2**. All work outside of **normal scheduled** hours shall be considered overtime and paid at the appropriate premium rate. **Notification** of transfer to or from day work **shall** be in writing with a minimum of seven days' notice.

29.9 Penalties

Failure to give the required notice as indicated above shall require the payment of premium rates for work performed until the notice has expired.

29.10 Special Provisions When On Shift

1. Shift work shall not be implemented for a period of three working days or less. If the working period is three days or less, the appropriate premium rate will be paid for the minimum three-day period.
2. Such a placing on shift work shall not deprive an employee of his/her total number of normally scheduled weekly hours.
3. Shift differential shall apply to employees working the second shift each day and shall not apply for overtime hours.
4. Work in excess of the total number of normal daily hours as determined in **29.3** will be paid at the appropriate overtime rates.

29.11 Deleted Provisions When On Shift

When an individual is assigned a **shift** and the provisions of **29.0** are in effect, the following provisions of **Part 'D'** will not apply:

1. Section **2.0**: Hours of Work-General
2. Section **2.1**: Hours of Work. Specific
3. Section **2.2**: Hours of Work - Outside Head **Office**

30.0 CHEMICAL TECHNICIANS

The **normal** hours of work for all chemical technician positions shall be **40** hours per week.

30.1

The following items as set out in Part **'G'** will not apply to the position of chemical technician:

1. Sections **11.0** and **12.0** -Supervisors.
2. Section **15.1** -Selection to/Acting in Vacancies.

30.2

The following items as set out in Part **'D'** will apply to chemical technicians:

1. Section **6.0** - Relief Work.
2. Section **8.0** - Posting of Vacancies.
3. Section **8.1** - Posting Procedures.
4. Section **9.0** - Clerical Technical Job Evaluation.
5. Section **10.0** - Promotion Rule.

31.0 REGULAR GUIDES AND ASSISTANT PUBLIC EDUCATION OFFICERS

31.1

The following items as set out in Part G shall apply:

- | | |
|---|--|
| <ol style="list-style-type: none">(1)(2)(3)(4) | <p>Section 9.0, Positions Excluded as per Article 1</p> <p>Section 17.1, Personal Property</p> <p>Section 17.2, Access to Radiation Records</p> <p>Section 17.3, Ionizing Radiation</p> |
|---|--|

- (5) Section 17.4, Radiation Limits.
- (6) Section 19.0, Personal Development

31.2

All of the provisions of Part D shall apply, with the following exception:

Section 12.0 Positions Excluded as per Article 1.

31.3 Hours of Work

A schedule covering a period of not less than one month to be posted **30** days in advance, providing an average of five (seven-hour) days per week scheduled on any day of the week. Hours of work to be scheduled between **8:30** am and **6:00** pm, with a paid lunch period of one-half hour to be taken between **11:00** am and **2:00** pm. Failure to give the required notice shall require the payment of premium rates for work performed until the notice period has expired.

31.4 Method of Payment

31.4.1 Scheduled Hours

Payment at straight time, Monday to Friday.

Payment at time and one-half for all scheduled hours worked on Saturdays and Sundays.

31.4.2 Overtime

Payment for **all** work performed outside of scheduled hours to be made in accordance with the overtime provisions of Part 'D' Section **4.0**.

31.4.3 Statutory Holidays-Scheduled Hours

Time and one-half for all scheduled hours worked on a statutory holiday, plus statutory holiday credit, except Saturdays.

31.4.4 Statutory Holidays - Overtime

Double time for all non-scheduled hours worked on a statutory holiday, plus statutory holiday credit.

32.0 NUCLEAR SECURITY GUARDS

32.1 Applicable Provisions

The following sections of Part G and D apply to Nuclear Security Guards only. All other sections in Part G or D not referenced do not apply.

Part G Items:

- 1.0 Wages
- 2.0 Hours of Work
- 3.0 **Shift** Differential
- 5.0 Overtime (Excluding **5.4 (B)**)
- 6.0 Premium Payments
- 7.0 Vacation-Shift Workers
- 8.0 Plastic Suits
- 9.0 Positions Excluded as per Article 1
- 13.0 Relief Work
- 14.0 Special Clothing
- 15.1 Selection to/Acting In Vacancies
- 16.0 Provision of Meals
- 17.0 Radiation
- 19.0 Personnel Development (Training and Experience)
- 20.0 Residence Headquarters for Pickering **NGS**,
Darlington **NGS** and Associated Work Headquarters

Part D Items:

- 6.0 Principles **re:Resourcing** for Relief, Acting &
Temporary Assignments
- 6.1 Relief Work
- 8.0 Posting of Vacancies
- 9.0 Clerical-Technical Job Evaluation
- 10.0 Promotion **Rule**

32.2 **Equivalent Time Off**

Employees who work **authorized** overtime will be paid at the appropriate premium rate or may bank the time at appropriate premium rates to a maximum of forty (**40**) hours banked. Such banked time may be taken by mutual agreement between the employee and his/her supervisor. Employees can only book **ETO** after **75%** of vacation and **floating holidays** are booked.

33.0 PART G – PROJECT CREW

1. Project Crews will be staffed on a voluntary basis.
2. Employees on Project Crews are considered to be regular employees with all terms and **conditions** and **benefits** as per the collective agreement, except as noted in these provisions.
3. Management will review the proposed use of the Project Crews with the **PWU** and **solicit** input on the Project Crew(s) size, composition, source of staff for the crew(s), proposed peak work times, etc.
4. Employees on the Project Crew **will be entitled** to the same number of yearly hours as a regular employee and be **paid** for those hours at straight time on the same pay **basis** as a non Project Crew regular employee.
5. Each employee on the Project Crew may have a different number of hours **available** to work, due to the **application** of vacation rights, **floating** holidays, and statutory holidays. (E.g. **2080 hrs minus** statutory holidays **80 hrs**, minus 3 floating **holidays 24 hrs**, and appropriate vacation **2/3/4/5/6** weeks).
6. Employees may be **required** to work days or **shift** work on **8/10/12** hour schedules up to **60** hours per week and a **minimum** of **40** hours per week.
7. Shift differential (**identified** in Part G Item **3.0**) and payment for scheduled work on weekends and statutory holidays (**identified** in Part G Item **6.1**) will be paid out on an as worked **basis**.
8. Management **will establish** the amount of **overtime required** in the year. E.g. **50** hours, **100** hours, **150** hours, etc. **30** percent of **this** overtime **will** be at **1.5** times and **70** percent at **2 times**. **This** overtime will be **paid** out in equal **instalments** in each paycheque.
9. Any **overtime** above that required in 8 above will be paid at the appropriate **premium** rates.
10. Management will post the schedule September 1 for the following year showing when the majority of the work will be required (i.e., **peak work** to meet **project** schedules). Employees **will** be given 7 days **notice** if the project schedules **are** adjusted to meet system demands. The adjustment can be no more than **14** days in either **direction**. **Failure** to give 7 days notice would result in penalty payments as per Part G Item **2.1.4**.
11. Employees **will** be entitled to establish blocks of **time** when they **will** be unavailable for work **assignment(s)**. This **time** off cannot **conflict** with the likely **periods required** for them to work.

12. Management **will** post (locally) September **30** for projects in the following year. Selections **will** be on a **senior qualified** basis. Actual formation of the crew will depend upon a sufficient number of appropriately **qualified applicants**.
13. The **parties** agree that the total number of employees in Project Crews and those in base complement shall exceed the number of employees in base complement.

**ONTARIO POWER GENERATION INC. (NUCLEAR)
POWER WORKERS' UNION COLLECTIVE AGREEMENT
WAGE SCHEDULE 22 - NUCLEAR GENERATING STATIONS**
- Dollars per Hour

GRADE	TRADE	STEP 0	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8
01	Nuclear Operator (Hired before Mar 29/90) (1)									28.99
02	Nuclear Operator (Hired after Mar 29/90) (1)	16.09	17.42	18.76	20.09	23.80	25.28	26.73	27.80	28.99
04	Major Panel Operator (2)						30.23			
06	Supervising Nuclear Operator						33.13			
07	Unauthorized First Operator (3)						33.13	34.39		
							ANCIIT			
09	ANCIIT per R-169, Table 2						33.87	34.65	35.43	
10	ANCIIT per R-169, Table 1/Authorized Nuclear Operator (4)						30.65	32.41	34.28	41.37
CHEMICAL OPERATORS - BRUCE HWP										
21	Senior Chemical Operator						28.38	29.53		
23	Chemical Operator (5)						22.39	23.98	25.10	26.56
STEAM PLANT OPERATORS - BRUCE AUXILIARY STEAM PLANT										
31	Senior Steam Plant Operator (6)						32.69	33.49		
33	Steam Plant Operator (7)						28.14	28.65		
35	Assistant Steam Plant Operator (8)						23.60	25.09	26.55	
38	Trainee Steam Plant Operator (9)		16.09	17.42	18.76	20.09				

- NOTES:** Except as below, progressions will be in accordance with Item 9 of Part A.
- (1) Progression at 6 month intervals to Step 4. Progression to Step 4 requires NO4. Progression to Step 6 requires NO3 G, Step 6 requires NO3 S. NO3 qualification will not include major panel qualification.
 - (2) Requires holding the appropriate major panel qualification.
 - (3) Unauthorized First Operators on May 28, 1990, paid from Step 1 of the former First Operator position, will be placed on Grade 07, Step 1 until authorized. Grandfathered unauthorized First Operators on May 28, 1990, paid from Step 2 of the former First Operator position, will be placed on Grade 07, Step 2 until authorized. There is no progression from Grade 07, Step 1 to Grade 07, Step 2.
 - (4) Requires holding current authorization.
 - (5) Grade 23, Step 1 requires BC-3. Grade 23, Step 3 requires BC-2.
 - (6) Progression to Step 2 requires 24 months at Step 1, a 1st Class Stationary Engineer Certificate and completion of management prescribed training programs.
 - (7) Progression to Step 2 requires 24 months at Step 1, a 2nd Class Stationary Engineer Certificate and completion of management prescribed training programs.
 - (8) Progression from Step 1 to Step 2 will be based on 1400 hour progressions. Progression to Step 3 requires 24 months at Step 2, a 3rd Class Stationary Engineer Certificate and completion of management prescribed training programs.
 - (9) Progression at 6 month intervals to become Grade 35, Step 1 at the end of 24 months.
- Compensation & Benefits
Effective: **March 30, 2000**
Revised:

GRADE	TRADE	LEARNER						IMPROVER			JPER	
		STEP 0	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	
40	Mechanical Maintainer Working Supervisor							32.19			34.88	
41	Mechanical Maintainer (1)	16.57	17.85	19.32	20.69	22.09	24.83	27.60	29.71	29.61		
42	Maintenance Assessor										31.60	
43	Entry Coordinator										30.28	
46	Shift/Emergency Response Coordinator										32.57	
47	Emergency Response Maintainer (5)											
		LEARNER						IMPROV			JPER	
		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9		
		19.04	21.76	24.48	27.20	29.38	31.82					
		LEARNER						IMPROV			JPER	
		STEP 0	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	
44	Transport & Work Equipment Mechanic (1)	16.15	17.22	18.73	21.67	23.97	26.50	27.46		29.66	32.13	
53	Civil Maintainer I (2)											
		LEARNER						IMPR			JPER	
		STEP 0	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	
		22.98	23.62	24.60	25.89	27.20	29.38	31.82				
54	Civil Maintainer II											
55	Civil Maintainer III (3)	15.18	17.15	18.22	19.30	21.44	23.16	25.08				

NOTES:

All progressions shall be in accordance with Item 3 of Part A.

- (1) Progressions are on 6-month intervals until Step 4 is reached and are then on an anniversary basis until Journey person level is reached.
- (2) Progressions are on 6-month intervals until Step 2 is reached and are then on an anniversary basis until Journey person level is reached.
- (3) Progressions are on 6 month intervals.
- (4) Fully qualified Transport and Work Equipment Mechanic new hires with all required qualifications will be paid starting at Step 5.
- (5) Progressions are on 6-month intervals until Step 3 is reached and are then on an anniversary basis until Journey person level is reached.

Compensation & Benefits
Effective: March 30, 2000
Revised

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TRAINING TECHNICIANS

GRADE 80	Training Technician - Control Maintenance	STEP 1 34.17
GRADE 81	Training Technician - Chemical	STEP 1 33.80
GRADE 82	Training Technician - Mechanical	STEP 1 32.79
GRADE 83	Training Technician - Civil	STEP 1 29.92
GRADE 84	Training Technician - Operator; Training Technician - Conventional Safety; Training Technician - Health Physics; Training Technician - Emergency Response	STEP 1 33.25

Compensation & Benefits
Effective: March 30, 2000
Revised

**ONTARIO POWER GENERATION INC. (NUCLEAR)
POWER WORKERS' UNION COLLECTIVE AGREEMENT
SALARY SCHEDULE 23
NUCLEAR - CONTROL MAINTENANCE
- DOLLARS PER WEEK**

GRADE	TITLE	STEP 0	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7
01	Senior Shift Control Technician	1,382.89							
02	Shift Control Technician (1,2,4)						1,167.99	1,205.26	1,242.54
03	Shift Control Technician (1,2)	669.73	711.98	777.83	826.29	877.23	958.00	1,015.16	1,105.86
04	Shift Control Technician Assistant (3)		1,095.92						
05	Control Maintenance Assessor								1317.09

Notes:

1. Progression for Grades 02 and 03 will be in accordance with Item 3 Part A (Anniversary) and will be at six month intervals in Grade 03 and until Grade 02, Step 5 is reached. Progression beyond Grade 02, Step 5 will be annually.
2. Progression beyond Grade 03, Step 3 will require NC4 Qualification for all employees hired on or after August 14, 1986. Progression from Grade 03, Step 7 to Grade 02, Step 5 will require NC3 Qualification for all employees hired on or after August 14, 1986. These restrictions will only apply to employees hired at Grade 03, Step 0 or Step 1.
3. Grade 04 will only be utilized, if necessary, for employees hired prior to August 14, 1986, who have failed to achieve NC3 Qualification and who have been retrogressed as per the Collective Agreement.
4. Successful qualified applicants external to the Control Technician family will be placed at Grade 02, Step 5, or as per the promotion rule, Part D, Item 10.2, whichever is greater.

Compensation & Benefits
Effective: March 30, 2000
Revised: