

COLLECTIVE AGREEMENT

Between

BRUCE POWER LP by its General Partner BRUCE POWER INC.

And

POWER WORKERS' UNION

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

LOCAL 1000

January 1, 2010 – December 31, 2010

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COLLECTIVE AGREEMENT

BETWEEN

BRUCE POWER LP and BRUCE POWER INC.
(Hereinafter referred to as "The Company")

and

POWER WORKERS, UNION (PWU), CANADIAN UNION OF PUBLIC EMPLOYEES, Local 1000 - CLC, hereinafter referred to as the "Union" which executes this Agreement by Peter Falconer, Bob Masterson, Howard Phorson, **Dave Trumble**, Larry Alderdice, **Bruce Morley**, Linda Crombeen, **Dermott O'Reilly**, Doug McLaren and **Kevin Squires** 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 two parts, namely, **Part A** – Terms and Conditions and **Part B** – Appendices. It is also witnessed that the Company and the Union agree each with the other as follows:

"Safety First" is Bruce Power's number one value.

The Health and Safety of employees is a matter of prime importance to both parties, Overall safety performance is also a critical element in the ongoing success of Bruce Power.

The Company's commitment to Health and Safety is stated in the Corporate Health and Safety Policy. This policy builds upon the foundation provided by Health and Safety legislation which establishes the basic rights of workers to know about workplace hazards, to participate in the management of safety, and to refuse unsafe work. The Company recognizes these rights and will support any employee who reasonably feels it is necessary to exercise their rights under the legislation.

The Corporate Health and Safety Policy is supported by the General Safety Rules which set the basic safety responsibilities and expectations of all employees.

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 employees¹ including technicians of the construction field forces and security employees but excluding:
- (a)** Employees now represented by other bargaining agents.

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

- (b) Persons above the rank of working supervisor. The term "working supervisor" includes staff assignments such as fulfilling active supervisory roles or assignments with no direct staff supervision, but may involve work preparation (e.g., for outages) for work by other bargaining unit members.
- (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.

It is recognized that from time to time 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.

Bargaining unit work currently performed or that work which has been performed by members of the Union's bargaining unit and any work defined as work of the Union in any jurisdictional accord applicable to Bruce Power will continue to be performed by PWU represented staff unless otherwise agreed to by the parties. This does not apply to situations where work is eliminated.

"Work" in this article shall be defined as a specific set of tasks, for example the first line supervision of civil trades at Bruce Power.

The Company shall produce to the Union each quarter, documentation showing all persons doing work for the Company.

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:
 - (i) in exclusion cases, the Union will be reimbursed the dues which would have been paid;
 - (ii) 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** Apart from Article 2.8 below, 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 Article 2.8 below.
- 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 (2) Union representatives at a high level and two (2) 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. 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 Teplitsky or the Deputy Chief Arbitrator so order, all grievances shall be submitted to Expedited Arbitration.

(a) Interest Penalties for Retroactive Payments

If retroactive payments are required as a result of any settlement (i.e., arbitration, reclassification), the company will endeavour to make payments within sixty (60) days of the signing of the settlement. If these payments are not made within sixty (60) days, the company agrees to pay interest on the outstanding amounts as of the 61st day to the employees at a rate of 2% above prime. For each further delay of 30 days, the interest rate will increase by an additional 2%. Exceptions will be jointly agreed to by the parties.

2.6 Disciplinary Matters

- (a)** Prior to the imposition of any disciplinary penalty, the Company shall hold a Disciplinary Interview, which shall replace Step 1 of the grievance process.
- (b)** The Company shall provide the Union and any employees who may be disciplined three (3) days' notice of the Interview.
- (c)** The Interview shall take place between the Company, the Union and the accused individual.
- (d)** 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.
- (e)** The minutes of the meeting shall be provided to the Union and the accused individual(s) within seven (7) days of the Interview.
- (f)** 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.
- (g)** Should the Company choose to impose discipline, the Union has ten (10) days to file a grievance commencing at Step 2.
- (h)** Nothing in the disciplinary interview process is intended to interfere with the Company's right to investigate matters or impair the right of employees to Union representation.

2.7 Facilities and Costs

- (a)** The Company shall provide the necessary facilities for all meetings in the grievance process.
- (b)** Maintenance of normal earnings and payment of expenses shall be provided by the Company for all Union representatives on a grievance committee.
- (c)** 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:

- (a)** 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).
- (b)** 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.
- (c)** The JCT shall consist of a Chair, a Union nominee and a Company Nominee. The parties hereby nominate Chris Paliare and (company nominee to be named) as their nominees. Martin Teplitsky shall be the Chair and may, after consultation with the parties, appoint his successor as Chair.
- (d)** 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.
- (e)** 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.
- (f)** 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

- (a)** The Company shall provide the necessary facilities for all meetings in the Article 8, Plan B, and OGL grievance process.
- (b)** Maintenance of normal earnings and the payment of expenses shall be provided by the Company for all Union representatives on a dispute resolution committee.
- (c)** 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 Disposition of Formal Grievances

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 and/or disciplinary penalty has been on an employee's file for a maximum of two (2) years, and there have been no further occurrences, then the letter(s) of reprimand and/or disciplinary penalty will be removed from all files.

2A.5 DISCIPLINARY PENALTIES

A copy of all letters of employee reprimand and/or disciplinary penalties 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.

(a) 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.

- (b) 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, the grievance shall proceed to Arbitration pursuant to Article 2.5.
- (c) The Arbitrator or 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 by any employee affected by it. The decision of the 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 Arbitrator or Board of Arbitration have the power to change, alter, modify or amend any provision of this agreement.

3.1 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) The parties may use the services of counsel.

3.2 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

- (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.
 - (iv) determine the hours within which arbitrations are conducted;
 - (v) assist in reducing the cost, and reducing the delay and increasing the efficiency of the regular arbitration process.

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

3.3 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 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 Agreement² 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 undernoted 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 a.m. to 6:00 p.m. for an individual, work group or crew.
- (b)** The extension of acting positions beyond 90 days as outlined in Part A, Section 5.8.2 (f) and Section 4.12.7 (a).
- (c)** Modifications to hours of work (specific) at all locations for banked time arrangements.
- (d)** Local extensions to a maximum of three (3) months beyond the normal 12 accumulated months (in which there have been no breaks in employment exceeding five (5) 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.

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

² 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.

**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 times 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**

The Union agrees to communicate and educate its stewards and membership on the intent of this Article.

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 Committee 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 (i.e., 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;

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, or personal harassment as

defined under the internal policy will have access to either the grievance procedure or the internal Human Rights resolution process if he/she so desires. The employee, if he/she so desires, may have a Union representative present. It is recognized that the preferred method of resolution is early intervention through the Workplace Human Rights and Harassment complaints procedure, however this does not preclude the employee from seeking redress under the grievance/arbitration process.

No record of a complaint will be maintained in an employee's personnel file, except in the case of individuals who have received disciplinary action. Any person against whom a formal complaint is filed must be given particulars of the complaint, and is entitled to Union representation (if applicable) should he/she so desire.

As long as an employee has an active complaint of discrimination or harassment on the basis of prohibited grounds, or personal harassment under the internal complaints procedure, the Union shall not file a grievance on the employee's behalf.

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, the 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

8.1 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.

8.2 Transfer of Duties

Notwithstanding any other provisions of the Collective Agreement the following shall apply.

Both parties acknowledge that we need to change the way we work to improve efficiency. The parties agree that only an approach where in the long run both employees and the company benefit from the changes will succeed. To meet this challenge the parties agree to the following principles:

- Safety will not be negatively impacted.
- Core duties will not be removed from the existing job classifications.

- Job ratings and pay ratings will not be negatively affected by the changes.
- Where the **job** duties are increased the established process will be followed to fully assess the appropriate pay rate.
- Job documents, occupational definitions, **job** expectation documents and pay rates will be updated as necessary to reflect the changes.
- People will be properly trained and supervised for the work they do.

Management will inform the appropriate Chief Steward(s) when duty changes are being considered. The Manager and the Chief Steward(s) will assess the change against work efficiency and the above principles and decide how to proceed. The parties will decide whether the work requires a review of job duties and pay rate. If the parties cannot agree to the duty changes and/or the path forward then the matter will be expedited to Jules Bloch to arbitrate within thirty (30) days for final resolution.

ARTICLE 9 SPECIFIC MATTERS OF AGREEMENT

- 9.1** These matters are to be dealt with in accordance with Part A and Part B 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

- 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. Temporary employees will have priority selection over external applicants when applying to vacancy opportunities. 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

- (i)** 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.
- (ii)** 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.
- (iii)** For the purpose of this article, supervisory positions will include:
 - Union Trades Supervisor - Level **3** and higher positions in the trades
 - Authorized Nuclear Operator
 - Senior Steam Plant Operator
 - Senior Chemical Operator
 - Senior Shift Control Technician
 - Clerical-technical jobs which are credited with degree **3** or higher in the Responsibility for Supervision factor of the Clerical-Technical Job Evaluation Plan.
 - Supervising Nuclear Operator
 - Shift Emergency Response Coordinator
- (iv)** The provisions of Article **10.1.3** (a) (iii) above will not affect the status of incumbents for Union representation or the future posting of vacancies as they may occur.
- (v)** 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

- (i)** 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.

- (ii) 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.

(c) General

- (i) 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.
- (ii) 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.
- (iii) Details of requirements for notification of applicants are found in Part A, Item 4.12.1 – 4.12.5.

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:

- (i) An employee's seniority, for purposes of selection to vacancies, shall be the service credit as defined in Part A, Item 4.3.
- (ii) Service with an acquired company will be added to the employee's seniority.
- (iii) 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

- (i) The maximum base rate per classification as shown on wage schedules 20, 21, 23 and 43.
- (ii) The maximum base hourly rate per classification as shown on wage schedule 22 multiplied by 40 hours.

(c) Promotion Application

- (i) 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,
- (ii) Where an employee submits an application to a position of equal rating (same base weekly income) which requires fewer normal weekly hours of work.
- (iii) 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 10.1.4 (c) (ii) and 10.1.4 (c) (iii) 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 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 (3) years in their current work headquarters shall be entitled to moving expenses in accordance with the provisions of Part A, Item 5.18.

Candidates selected to trainee operator positions who have two (2) years' service shall be entitled to moving expenses in accordance with the provisions of Part A, Item 5.18.

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) (ii), will be entitled to moving expenses in accordance with the provisions of Part A, Item 5.18.

10.3 Transition Provisions

By agreement of both parties for the term of this Collective Agreement, Article 10.3 has been removed and this Article will not appear in the printed copy of the Collective Agreement but will, in its suspended state form part of this Collective Agreement. The parties agree that in the event either party needs to refer to this Article, it is agreed that the Article (10.4) as it appeared in the Collective Agreement, April 1, 2000 – March 31, 2002 will apply. See Mid Term Agreement PWU-MT-0003.

**ARTICLE 11
SURPLUS STAFF PROCEDURE**

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 locations, worksites and work centres shall require joint agreement.

ARTICLE 11.0

By agreement of both parties for the term of this Collective Agreement, Article 11 has been suspended and all PWU employees have employment security in accordance with applicable provisions of the Collective Agreement. This Article will not appear in the printed copy of the Collective Agreement but will, in its suspended state, form part of this Collective Agreement. In the event that either party needs to refer to it, it is agreed that the Article as it appeared in the Collective Agreement, April 1, 2000 – March 31, 2002 will apply. See Mid Term Agreement PWU-MT-0004.

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 corporation 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) and (d) 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 Company will provide the PWU with all information presented for the approval of work on the Bruce Site to be outsourced by the Company through the Society of Energy Professionals PSA Process, but excluding BTU work assigned in accordance with the CPA. This will facilitate the full intent of Article 12.0.

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 7 days (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 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 Purchased Service Agreement (**PSA**) Committee shall be as follows:

- (a)** One **(1)** Management and one (1) Union representative plus additional resources as required.
- (b)** Where either party wishes to proceed with a Purchased Services discussion which is above threshold, the parties will endeavour to complete discussion within ten **(10)** days of notice to the Union in the prescribed form.
- (c)** Failing resolution, the matter will be addressed at Arbitration within thirty (30) days of either party notifying the other there is an impasse.

- (d) Mr. Teplitsky shall act as the Arbitrator. Mr. Teplitsky 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.

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 **December 31, 2010**, Article 13 and Article 14 are suspended. See Mid Term Agreement PWU-MT-0005. Item 12.1 of this Article will apply to decisions regarding the use of agency employees.

ARTICLE 12 – APPENDIX A – PURCHASED SERVICES AGREEMENT

The provisions in this Appendix and Article 12.3.2 (c) and (d) 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 (6) regular members, three (3) representing the Union and three (3) representing the Company. Two (2) 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. Teplitsky. 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 Appendix 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.

2.1.1 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 of Article **12.0** will cease to apply.

2.1.2 The one (1) year period for employees with five (5) or more years' seniority and the sixteen (16) week period for employees with **two** (2) or more but less than five (5) years' seniority is designed **to** allow employees not selected to vacancies to avail themselves **of** the retraining and **reskilling** opportunities outlined in 2.0 (Employment Security) 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 (5) years of normal retirement or within five (5) 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.

2.4 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 5.18. Such moves will be treated as Company-initiated moves.

**ARTICLE 13
EMPLOYMENT SECURITY PLAN³**

By agreement of both parties for the term of this Collective Agreement, Article 13 has been suspended and all PWU employees have employment security in accordance with applicable provisions of the Collective Agreement. This Article will not appear in the printed copy of the Collective Agreement but will, in its suspended state, form part of this Collective Agreement. In the event that either party needs to refer to it, it is agreed that the Article as it appeared in the Collective Agreement, April 1, 2000 – March 31, 2002 will apply. See Mid Term Agreement PWU-MT-0004.

**ARTICLE 14
EMPLOYMENT SECURITY AND WORK ASSIGNMENT⁴**

By agreement of both parties for the term of this Collective Agreement, Article 14 has been suspended and all PWU employees have employment security in accordance with applicable provisions of the Collective Agreement. This Article will not appear in the printed copy of the Collective Agreement but will, in its suspended state, form part of this Collective Agreement. In the event that either party needs to refer to it, it is agreed that the Article as it appeared in the Collective Agreement, April 1, 2000 – March 31, 2002 will apply. See Mid Term Agreement PWU-MT-0004.

**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.

³ This Article is suspended for the term of this agreement

⁴ This Article is suspended for the term of this agreement.

**ARTICLE 16
DURATION OF THE AGREEMENT**

This agreement shall come into effect as of the **1st day of January 2010**, and shall remain in effect until the **31st day of December 2010**, 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 **(2)** 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**

By agreement of both parties for the term of this Collective Agreement, Article 17 has been suspended and all **PWU** employees have employment security in accordance with applicable provisions of the Collective Agreement. This Article will not appear in the printed copy of the Collective Agreement but will, in its suspended state, form part of this Collective Agreement. In the event that either party needs to refer to it, it is agreed that the Article **as** it appeared in the Collective Agreement, April 1, 2000 – March 31, 2002 will apply. See Mid Term Agreement **PWU-MT-0003**.

**ARTICLE 18
EMPLOYMENT SECURITY**

The parties agree that for the period of time commencing on the effective date of this Collective Agreement and ending at the expiration of this Collective Agreement, no involuntary layoff of members of the Power Workers' Union bargaining unit will occur.

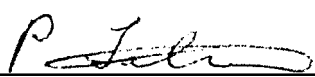
Note: If the Restart of Bruce should end after the expiration of the collective agreement the employment security provisions shall continue to the end of the restart.

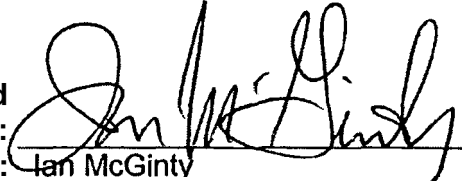
Joint agreement is required before there will be any movement of staff as a result of a merger or acquisition.


IN WITNESS THEREOF the parties hereto have caused the Agreement to be executed by their proper officers duly authorized in that behalf at Tiverton, Ontario.

Power Workers' Union
Canadian Union of Public Employees C.L.C
Local 1000


BRUCE POWER L.P., by its General Partner
BRUCE POWER INC.

Signed by: 
Name: Peter Falconer
Title: Vice President – Sector 1 Nuclear

Signed by: 
Name: Ian McGinty
Title: Executive Vice President, Human Resources

Signed By: 
Name: Brian Armstrong, Q.C.
Title: Executive Vice President and General Counsel

An original executed version identical in all respects can be found at the Bruce Power Law Division and the Power Workers' Union Head Office.

BRUCE POWER
LAW DIVISION
Approved: 
Date: May 4/10

PART A
TERMS AND CONDITIONS



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TERMS AND CONDITIONS

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PART A
TERMS AND CONDITIONS

1.0 EMPLOYEE CATEGORIES

All employees fall into one or the other for four **(4)** 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 4.12.1 – 4.12.5. 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 REGULAR-SEASONAL "A"

Regular-seasonal "A" employees are those judged medically fit by Health Services for the position involved, who have attained one year's 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.

1.3.1 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 4.4.3 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 3.2.4).
- (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.
- (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.

1.3.2 Displacement – Regular Seasonal “B”

- (a) 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.
- (b) If (a) 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.
- (c) If (b) above is not available, employment is terminated.

1.4 TEMPORARY

This section does not apply to those employees hired through Appendix “A”

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 (5) 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 3.1 – 3.3.

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 pro-rated 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 (12) 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).

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 pro-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:

- (a) The job is posted as a regular part-time. This decision is a joint decision as per regular part-time provisions in the agreement.
- (b) The Chief Steward agrees to an extension of the temporary part-timer's service for a specific period and the employee retains temporary status.
- (c) The temporary part-timer is terminated.

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

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.

2.0 REGULAR STATUS

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

2.1 Probationary employees must serve a minimum of three (3) months on probation. If service is satisfactory, they may be accorded regular status at that time. A period of not more than three (3) 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 (6) calendar months on probation.

2.2 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.

2.3 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 TEMPORARY EMPLOYEE PROVISIONS

This section does not apply to those employees hired through Appendix "A"

3.1 DEFINITIONS

See Section 1.4 for the definition of temporary employee and accumulated service.

3.2 BENEFITS

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

3.2.1 Vacations

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

3.2.2 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:

- (a) Have more than three months' calendar service;
- (b) Have worked on at least 12 days during the four (4) weeks immediately preceding the holiday;
- (c) 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.

3.2.3 Floating Holidays

Temporary employees who have accumulated 20 weeks' service in a calendar year will be entitled to three (3) floating holidays subject to the following:

- (a) 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.
- (b) 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.
- (c) 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.
- (d) 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.
- (e) 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:

- (i) 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 (d) above, the Company will recover one (1) day's pay for each floating holiday taken.
- (ii) 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 (5) 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 (d) above.

In no case will an employee be entitled to more than three (3) floating holidays or floating holiday credit in a calendar year.

- (f) Temporary part-time employees shall receive pro-rated payment. (Ref. Part A, Item 1.4.2)
- (g) For new employees, the initial entitlement will be accrued after working 20 continuous weeks, regardless of the calendar year they are accrued.

3.2.4 Sick Leave Entitlement

Temporary employees shall earn sick leave credit of one-half (0.5) day at 100 percent (100%) pay for each month of accumulated service to a maximum of six **(6) days**².

3.2.5 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 **(4)** months' accumulated service.

3.3 NOTICE OF TERMINATION

When the employment of a temporary employee is terminated for other than cause, he/she is entitled to one (1) weeks notice in writing if his/her period of employment is three **(3)** months or more.

3.4 TEMPORARY COMMUNICATIONS CO-ORDINATOR

The normal hours of work of a temporary Communications Co-ordinator 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 **(2)** days off per week. Temporary Communications Co-ordinator 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 A, Item 5.4.3, paragraph (a):

NOTE

The payment for scheduled work performed on a statutory holiday will be two (2) times the employee's basic rate plus a **(1)** lieu day.

The employee will be provided with a suitable cleaning allowance as outlined in Part A, Item 5.24.3 **(e)**.

Transportation provisions will be in accordance with Mid-Term Agreement **(PW-8)** 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.

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

4.0 REGULAR EMPLOYEE PROVISIONS

4.1 ANNIVERSARY PROGRESSION

Progression dates shall be calculated from the date of appointment, promotion or 30 days after accepting a new position and where the successful applicant has not reported to the position. Subsequent salary adjustments shall be on anniversary dates except as otherwise specified on the appropriate wage schedule.

Employees who perform relief, acting, temporary or rotation time in a position for three (3) consecutive months or more will have that time counted toward their progression. Such time and subsequent relief, acting, temporary or rotation time will be cumulative, provided there is not a break of twelve (12) months or more between relief, acting, temporary or rotational periods. Once an employee has accumulated enough time to proceed to the next step under the constraints mentioned above, they will move to the next appropriate step as per their 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 ($1\frac{1}{3}$) 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 (2) 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:

4.1.1 Withholding Progression (Unsatisfactory Performance)

If an employee fails to make satisfactory progress his/her progression may be withheld for a period of six (6) 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 (1) 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 (7) months (nine (9) months for a regular part-time employee working 50% or more of the base hours of the classification and fourteen (14) 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 (6) 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 journey person or job rate will not be delayed by more than six (6) months.

4.1.2 Deferral of Progression (Absences from Work)

When an employee has been absent from work for a period in excess of three (3) 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.

4.2 RETROGRESSION POLICY

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

4.2.1 Where Applicable

- (a) 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:
 - (i) A disability caused by accident or illness.
 - (ii) Inability to cope with increased responsibility due to change in **job** content.
 - (iii) Where the unsatisfactory performance is due to faulty selection and the employee has served in the position for a period of at least one (1) year.

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

(b) Retrogression shall not apply where:

- (i) An employee has less than ten (**10**) years' established service credit.
- (ii) 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.
- (iii) The change to the lower-rated job is made necessary for unsatisfactory job performance due to causes other than in Section 4.2.1.

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.

4.2.2 How Applied

The Company will endeavour to provide an employee to whom Section 4.2.1 applies with work he/she is capable of performing. His/her rate of pay shall be calculated as follows:

- (a) 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 (10) 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 4.2.1 (a) (i) or (ii), 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.

- (b) 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 (3) months after he/she has been transferred to the new job. The subsequent steps shall occur at six (6) month intervals until the rate determined in 4.2.2 (a) has been reached.
- (c) 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.
- (d) 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.
- (e) 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 (b) takes place.

4.2.3 Special Provisions

- (a) 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.
- (b) 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.

- (c) 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.

- (d) An employee with ten (10) years' service who is retrogressed because of a muscular-skeletal repetitive strain injury or injury arising there from, 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.

4.2.4 Special Commitments

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.

4.3 SERVICE CREDIT

4.3.1 introduction

This item defines service credit and describes the basis for calculating service credit for all purposes except those of the Pension Plan which are covered in the Bruce Power Pension 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.

4.3.2 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:

- (i) Normal and Extended Pregnancy/Parental/Adoptive leave.
- (ii) Elected Union officials absent on Union business.
- (iii) Medical leave of absence.
- (iv) Time off in lieu of overtime worked.

(a) Regular Employees

Service credit shall be the period of employment with the Company and any service restored as per Part A, Item 4.3.3.

(b) 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.

4.3.3 Restoration of Service Credit

Regular employees who terminate and are re-employed 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 and/or any Ontario Hydro successor company shall be entitled to service credit restoration for that service provided they are on Bruce Power's payroll as of March 31, 2002 and attain regular status on or before December 31, 2002. In this case, service credit restoration will be for the purposes of vacation and seniority only. This provision applies only in respect of persons hired after decontrol from OPG to Bruce Power.

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.

4.4 VACATIONS

4.4.1 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.

The process for approval of vacation shall be as follows:

- (a)** When a request is submitted by the employee to the appropriate supervisor, the request must be dispositioned within a two week period if the time requested is more than one (1) month from the date the form is given to the supervisor.
- (b)** If the request is for a time sooner than the one (1) month period, it is to be dispositioned within two (2) days.

If the supervisor cannot disposition the request in (a) above, within the given two (2) week period, then a reason for not dispositioning the request in that time period must be given to the employee, in writing.

Failure to disposition the vacation request in the time periods mentioned above, is a fit matter for the grievance/arbitration process and will be dealt with at the next GRB process.

4.4.2 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.



4.4.3 Vacation Entitlement

Definition: The Employment Standards Act states that every employer shall give to each employee a vacation with pay of at least two (2) 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 a 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 (1) Year's Service by June 30: One (1) 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 (1) Year and Less Than Three (3) 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 (3) to Seven (7) 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 (8) to Fifteen (15) Years of Service: 20 working days (four weeks) annually when an employee has completed 8 to 15 years of service by the end of any calendar year. Vacation pay shall equal 20 days' base earnings.

For Sixteen (16) to Twenty-Four (24) 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 (25) 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 - 8 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.

The vacation bonus entitlement that is currently paid out starting in the 26th year will be treated as follows:

(a) continue the current method of receiving the money

OR

(b) bank the time to a maximum of six (6) weeks, to be used immediately preceding retirement.

If option (b) is chosen, Employee Service Centre has to be notified by March 31 of the current 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 (1) 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 (2) 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 4.3.2 (b).

4.4.4 Vacation – 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.

(a) Fourteen (14) consecutive days off within the period May 1 to September 30 (summer schedule).

(b) Sixteen (16) consecutive days off including three weekends within the period May 1 to September 30 (summer schedule) to all who qualify for three (3) or more weeks' vacation.

(c) 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.

- (d) 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.

The consecutive days referred to would normally include other than vacation entitlement.

4.4.5 Special Provisions and Allowances

(a) Deferment & 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 (7) calendar days' notice has not been given up to a maximum of seven (7) calendar days.

NOTE

In the above cases, the deferred or interrupted vacation days are to be rescheduled at a later date subject to Sections 4.4.1 and 4.4.6.

(b) 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 day's vacation for each in lieu thereof.

(c) 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.

(d) 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 (see Part A, Section 4.3). However, the initial vacation allowance, while prorated on the same basis as above, must be taken as outlined in Section 4.4.5 (c).

4.4.6 Postponed Vacations

(a) With the exception of new employees as outlined in Section 4.4.5 (c), 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:

- (i) Where it is mutually agreeable, the employee may carry-over a maximum of one (1) 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.
- (ii) Under special extenuating circumstances (as identified in Subsections 4.4.5 (b), 4.4.6 (b) and 4.4.6 (d), application for postponement or carry-over of more than one (1) 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.
- (iii) Upon eligibility of 25 working days (five (5) weeks) of annual vacation, employees may defer and accumulate any vacation entitlement beyond 15 days per year.

This deferred vacation is to be used in combination with any deferred-banked time as per Part A Item 5.4.5 (f) (i), to obtain a maximum of thirty (30) weeks of paid time off to be used immediately preceding retirement.

Employees who wish to take this paid time off immediately preceding retirement must give a minimum of four (4) months notice of the commencement of the paid time off. This commencement date can be deferred to a later date upon notification from the employee. Under special circumstances the employee can request Management to waive the four (4) months notice.

- (b) 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.
- (c) 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 the 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 Wellness Department. 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 Wellness Department. All cases of requests for such consideration should be referred to the Health and Wellness Department without exception.

- (d) 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 4.4.1 and 4.4.6 (a). 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.

4.4.7 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:

- (a) 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 (see Definition, Subsection 4.4.3) of the employee in the year for which the vacation is earned.

- (b) Six percent (6%) of base earnings to date for an employee entitled to 15 working days annually.
- (c) Eight percent (8%) of base earnings to date for an employee entitled to 20 working days annually.
- (d) Ten percent (10%) of base earnings to date for an employee entitled to 25 working days annually.
- (e) 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.

4.5 STATUTORY HOLIDAYS

4.5.1 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.

NOTE

Premium payment for working on statutory holidays will be made when working on the actual statutory holiday indicated on the calendar, not the day indicated on the shift schedule. Any changes made under the provisions of Part A, Item 4.7 "Special Time Off" will not change the payment provisions to any other day.

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

Shift workers shall receive entitlement for the same number of statutory holidays as day workers.

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:

- (a)** Have more than three (3) months' accumulated service;

- (b) Have worked on at least 12 days during the four (4) weeks immediately preceding the holiday;
- (c) 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.

4.5.2 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 lieu day at a later date.

4.6 FLOATING HOLIDAYS

Regular, regular-seasonal and probationary employees who have accumulated 20 weeks' continuous service in any calendar year (for new employees, the initial entitlement will be accrued after working 20 continuous weeks, regardless of the calendar year they are accrued in) will be entitled to three (3) floating holidays subject to the following:

- 4.6.1** 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.
- 4.6.2** 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.
- 4.6.3** 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.
- 4.6.4** 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.
- 4.6.5** Regular and probationary employees may take their floating holiday(s) before accumulating 20 weeks' service in a calendar year.
- 4.6.6** 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)
- 4.6.7** 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 4.6.5 above, the Company will recover one (1) 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 (5) weeks' service in the year would be entitled to 5/20ths of three (3) 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 4.6.5 above.

In no case will an employee be entitled to more than three (3) floating holidays or floating holiday credit in a calendar year.

4.7 SPECIAL TIME OFF

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

When Christmas falls on Friday and Boxing Day on Saturday, an additional half (0.5) holiday will be granted employees on the preceding Thursday.

When Christmas falls on Saturday and Boxing Day on Monday, an additional half (0.5) 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 (1) holiday.

When New Year's Day falls on a Saturday, an additional (1) 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.

4.7.2 Payment for Time in 4.7.1

Eligible employees required to work during the days in 4.7.1 shall be paid as follows:

- (a) 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 (6) months.
- (b) 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.
- (c) Eligible shift employees on a seven (7) 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 (6) months.

4.7.3 Remembrance Day

The following employees will be eligible for time off and/or payments as described in 4.7.4.

- (a) Those employees who are serving or have served in the Canadian Armed Forces including those who are currently active in the reserves.

4.7.4 Remembrance Day Payment and Time Off Provisions

If on Remembrance Day eligible employees as described in 4.7.3 are:

- (a) 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.
- (b) 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 **(6)** months.
- (c) not normally scheduled to work and they are required to work, they shall be paid at the rate normally received for overtime work.
- (d) shift workers on a seven **(7)** day coverage who are on a regular day off, shall be allowed equivalent time off with pay within the following six **(6)** months.

4.7.5 Treatment for Vacation

Special time off, as noted in 4.7.1 and 4.7.3, falling within eligible employees' vacation period shall not be counted as part of their vacation but shall be taken as additional time off.

4.7.6 Sick Leave Credit

When special time off, as noted in 4.7.1 and 4.7.3 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.

4.8 DISABILITY BENEFITS AND INCOME PROTECTION

These benefits apply to employees hired prior to January 1, 2001.

4.8.1 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 (8) 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.

PWU represented employees who take less than half (0.5) a day for medical appointments shall not have such time charged against sick leave for pay purposes.

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 \$30.00. Additionally the company will compensate the employee for the full cost for all medical forms or medical information required to support LTD or additional medical forms required by Health Services. This provision does not apply to Doctor's notes requested by Line Management as part of the administration of the sick leave plan.

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 Teplitsky for resolution.

4.8.1A DISABILITY BENEFITS AND INCOME PROTECTION

These benefits apply to employees hired on or after January 1, 2001.

4.8.1A Sick Leave Plan

The benefits of the Company's Sick Leave Plan shall be considered as pari 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 wages 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 \$30.00. Additionally the company will compensate the employee for the full cost for all medical forms or medical information required to support LTD or additional medical forms required by Health Services. This provision does not apply to Doctor's notes requested by Line Management as part of the administration of the sick leave plan.

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 Teplitsky 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.

PWU represented employees who take less than half (0.5) a day for medical appointments shall not have such time charged against sick leave for pay purposes.

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.

4.8.2 Long Term Disability

(a) 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 Program dependent upon their medical suitability and procedural requirements.

DEFINITIONS:

LTD Qualifying Period - The qualifying period is defined as the period six (6) calendar months from the starting date of the employee's continuous absence due to disability; or a total of six (6) months in accumulative authorized medical absences in the year prior to the date sick leave expires due to the same progressively deteriorating disability; or for those employees hired prior to January 1, 2001 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:

- (i) Sixty-five percent (65%) of base earnings at the end of the qualifying period for LTD benefits, or
- (ii) 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.

NOTE

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

Miscellaneous Provisions - A person hired prior to January 1, 2001 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. A person hired on or after January 1, 2001 who runs out of sick leave credits will be placed on 75% of their base pay until the LTD qualifying period elapses. The employees 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 (2) 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:

- (i) A disability for which the person is not under continuing medical supervision and treatment considered satisfactory by the Insurance Carrier and the Company.
- (ii) A disability caused by intentional self-inflicted injuries or illness while sane.
- (iii) 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.
- (iv) Normal pregnancy leading to confinement.
- (v) 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:

- (i) 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.
- (ii) 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.
- (iii) 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.

(b) Benefits While on LTD

- (i) **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 4.8.2 (d).
- (ii) **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. No vacation entitlement, floating holidays, or banked time accrues while a member is in receipt of LTD benefits.
- (iii) **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

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%

- (iv) The Company health and dental coverage premiums continue to be maintained by the Company.
- (v) **The Company Pension Plan:** The employee's membership in the plan continues. Upon expiry of sick leave, the requirement for employee contributions for employees hired prior to January 1, 2001 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.
- (vi) **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.
- (vii) **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.
- (viii) **Union Dues:** Upon expiry of sick leave an employee's Union dues shall cease.
- (ix) Employee status will continue with respect to maintaining redress rights to contractual provisions.

(c) 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 (6) 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.

(d) Individual Returns to Regular Employment

- (i) **Service Credit:** Service Credit continues to accrue while on LTD.

- (ii) **Vacation Credit:** The employee will start earning vacation credit based on total service credit.
- (iii) **The Company Health and Dental Coverage:** Premiums continue to be maintained by the Company.
- (iv) **The Company Pension Plan:** Employee contributions recommence.
- (v) **The Company Group Life Insurance Plan:** Employee contributions recommence.
- (vi) **Sick Leave Entitlement: For employees hired prior to January 1, 2001** eight (8) 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 4.8.2 (c).
- (vii) **Sick Leave Entitlement: For employees hired on or after January 1, 2001** eight (8) sick leave credits shall be immediately credited.
- (viii) **Union Dues:** Union dues recommence.

(e) Termination of LTD Benefits

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

- (i) 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.
- (ii) The date the individual reaches age 65.
- (iii) 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.

- (iv) The date the individual dies.
- (v) The date the individual receives pension under the Company Pension Plan.

(f) Indexation

- (i) **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.
- (ii) **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 (i) above.

- (iii) **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 (i) above.

4.8.3 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 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.

4.8.4 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%).

4.8.5 Supplementary Grant

(a) 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 statutory 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.

(b) 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.

(c) Responsibility for Payment

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

(d) 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 co-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.

(e) 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 Future Economic Loss (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 (0.5) 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.

4.8.6 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.

4.9 HEALTH INSURANCE PLANS

4.9.0 Medical Reimbursement Plan

It is recognized that from time to time employees are faced with exceptional needs for items not covered by the Extended Health Plan. Rather than amend the Plan to cover specific items applicable to a limited number of employees, it was agreed we could accommodate exceptions to the Plan if a degree of flexibility was introduced. This Plan applies to PWU represented employees only in the following categories, regular, probationary and regular seasonal. The Medical Reimbursement Plan (MRP) is jointly administered between the PWU and Bruce Power.

The Medical Reimbursement Plan (MRP) is to be used to address situations involving extreme personal hardship and/or where the Plan is silent on the service or item, or the requirement exceeds the Plan limit. This does not take the place of the regular process for exceptions to the Extended Health Plan. Exceptions may be allowed if the Company agrees there is a cost benefit to the Company. Management will contribute \$35,000.00 for each year of the collective agreement commencing January 1, 2010. The local MRP committee will be comprised of one (1) representative from the PWU and one (1) from Management, who will disposition the submissions quarterly.

The requests for coverage must be submitted to the Carrier for determination of eligibility and subsequent payout provided they meet the rules of the Income Tax Act (ITA). For further clarification refer to Intent Document PWU-JI-001 Medical Reimbursement Plan.

4.9.1 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.

- (a) **OHIP** - Covers medical and standard ward hospital services.
- (b) **Supplementary Plan** - Covers semi-private hospital services.
- (c) **Extended Health Benefit Plan** - Coverage details are contained in the current brochure entitled "Health and Dental Benefits for Members of the PWU, Eligible Dependents and Pensioners".
- (d) **Group Dental Insurance Plan** - Coverage details are contained in the current brochure entitled "Health and Dental Benefits for Members of the PWU, Eligible Dependents and Pensioners".

An employee may voluntarily discontinue coverage in plans (b), (c) and (d). 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 Fee Guide.

4.9.2 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.

4.10 PENSION AND INSURANCE

4.10.1 Pension and Insurance Plans

- (a) The present Pension and Insurance Plans of Bruce Power form part of this Collective Agreement. The pension portion of the Plan is generally described in the current brochure "Bruce Power Pension Plan". The insurance portion of the Plan is generally described in the current brochure "Bruce Power – Group Life Insurance Plan, Living Benefit and Spousal Life Insurance Brochure". Changes to the plan affecting employees within the jurisdiction of the Union shall be subject to the following:

- (i) Changes other than legislative changes shall be made only upon mutual consent.
- (ii) Bruce Power 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, Bruce Power will not unilaterally seek legislation to change access to surplus unless upon mutual consent.
- (iii) In the event of the enactment of any general* pension legislation applicable to the employees of Bruce Power, amongst others, Bruce Power 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 4.10.1 (a) (ii).

- (b) 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.

4.10.2 Pension Plan

- (a) The interest rate on contributions returned to terminated employees will be calculated as set out in the Pension Plan of Bruce Power.
- (b) **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.
- (c) In recognition of proposed benefit improvements the Union agrees that the value of any EI rebate shall accrue to Bruce Power.
- (d) **Early Retirement – Without Discount**
 - (i) 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 (82), 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.
 - (ii) Employees who do not qualify for an unreduced early retirement pension under 4.10.2 (e) (i) or 4.10.2 (e) (ii) may retire without discount after completing 35 years of continuous service.

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
Employees with 25 or more years' continuous service are eligible for the rule of 82 at age 57 or greater.		57	19	52	19
		58	16	53	16
		59	13	54	13
		60	10	55	10
		61	8	56	8
		62	6	57	6
		63	4	58	4
		64	2	59	2
	65	Normal	60-65	Normal	

NOTE

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

(e) Early Retirement – With Discount

- (i) 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.
- (ii) All employees who terminate and vest their pension will be entitled to the same early retirement discount as set out under (i) above provided they had completed 25 years' continuous service by the date of their termination.
- (iii) 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.
- (iv) 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 do not qualify for an undiscounted pension.

(f) 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 OPG if the affected employees have fully vested their

pension credits with the former employer and were hired by OPG/reciprocal employer within three months of the termination date. This provision allows retroactive application.

(g) 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 (100%) of the increase in the Consumer Price Index, up to a maximum of 8 percent (8%) per year. In the event that the increase in the CPI exceeds 8 percent (8%), 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.

(h) Survivor Benefits

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 (66 2/3%) of the member's pension.

(i) Continued Contributions

Employees may elect to continue to contribute to the pension plan beyond 35 years of service.

4.10.3 Group Life Insurance

(a) 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:

(i) If the change is effective on or between the first calendar and the first fiscal day of the month, eligibility is established for the given month.

(ii) If the change is effective on any other day of the month, eligibility is established for the next month.

(b) 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.

(c) Additional Life insurance

The Employer will implement options to purchase more units of life insurance (4x or 5x base pay) at no cost to the Employer for eligible employees. Medical information will be required to determine eligibility.

(d) 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. Effective May 1, 2004 this program will be extended to retirees.

4.11 RETIREMENT

4.11.1 Bonus and Outstanding Vacation Payments on Retirement

- (a) An employee who has completed **10** years of continuous employment, shall be given, on retirement, a cash bonus equal to one **(1)**month's pay. (in the case of a regular part-time employee, the one **(1)**month's pay will be pro-rated as per Part A, Item **1.2.2**.) The employee will have the option to bank the cash bonus towards retirement. This banked time is to be used immediately preceding retirement.
- (b) 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, **4.4.7 - Vacation Payment on Termination**.
- (c) 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.

4.11.2 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 carried on the payroll as follows:

(a) 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 **4.11.1(b)** preceding], plus a bonus of one **(1)**month's pay [if applicable, see Subsection **4.11.1(a)**].

(b) 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 **4.4.7 - Vacation Payment on Termination**) and bonus of one **(1)**month's pay [if applicable, see Subsection **4.11.1(a)** preceding] carries to or beyond the approved retirement date, the employee shall be given a cash payment in lieu of any unused portion of:

- (i) The vacation credit accumulated up to the expiry of the sick leave; and/or
- (ii) The **(1)** month's bonus.

(c) Sick Leave Grant, Vacation Credit and Bonus Expires Before Retirement Date

If the sick leave grant together with any outstanding vacation credit and **(1)**month's bonus [where applicable, see the preceding Subsection **4.11.1(a)**] does not carry to the approved date, the case shall be referred to the Health Services for a determination of the employee's eligibility for LTD.

(d) 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 Health Services.

4.12 POSTING OF VACANCIES AND TRANSFER UPON APPOINTMENT

4.12.1 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 when they become vacant. Selection to be made or the vacancy cancelled within four (4) 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 A Section 5.10.1 – 5.10.3 no later than 30 days from the date of selection for the position. During this 30-day period, Management will provide a firm transfer date to the new position and every effort will be made to complete the transfer within five (5) months of acceptance of the new position. After 30 days of accepting a new position and where the successful applicant has not reported to the new position, the employee's progression time will commence. Where the successful applicant has not reported to the new position and the new position is a lower rate of pay than the position being vacated the applicant will maintain the existing rate of pay until actually reporting to the new position. Where the successful applicant remains in the current position the provisions of the Collective Agreement that apply to the current position will remain in effect until the transfer is completed.

One (1) copy of the compiled list of applicants for all advertised vacancies will be forwarded to the Union Office.

4.12.2 Notification to Applicants

- (a) If the decision has been made within five (5) weeks of the closing date of the advertisement, then at that time, the supervisor with the vacancy or his/her Human Resources contact 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.

- (b) If the decision has not been made within five (5) weeks of the closing date of the advertisement, then at that time, the supervisor with the vacancy or his/her Human Resources contact 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.

- (c) 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(s) should be given.

The successful applicant(s) and his/her supervisor is notified.

Notify Human Resources of the name of the successful applicant(s) for publication.

4.12.3 Similar Vacancies

When a similar vacancy occurs beyond four (4) months following the posting date of the advertisement, it must be reposted and considered separately.

4.12.4 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 location. The position(s) will be advertised each time with the provision that an employee will not be selected for two (2) consecutive terms. The employee will be compensated as per Part A, Item 5.11.1 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.

4.12.5 Temporary Relief, Acting, or Rotational Opportunity Positions

Temporary Relief, Acting or Rotational Opportunities required for greater than twelve (12) months will be posted at the location. Selection criteria will be per Article 10 Selection Rules. Should a short term relief situation evolve to exceed twelve (12) months, the Line Manager and Chief Steward will determine the most appropriate way to deal with the situation.

Relief Position:

- Backfilling for an employee who has vacated their position temporarily, e.g., maternity leave.
- Backfilling for an employee who has moved to some other temporary job.

Acting Position:

- Filling a recognized position in the organization with no incumbent.
- Waiting for a full-time person to be selected/assigned to that position.

Assignment:

- Not a base, regular position in the organization.
- Definitive duration with specific start and end date.
- Work will not continue after rotation terminates.

- (a) The Company agrees to the principle of the release of employees to temporary assignments.

The following criteria will be considered based on the Company's values:

- Developmental Opportunities
- Promotional Opportunities
- Business needs

In the event that an employee cannot be released as requested, the appropriate Executive Team Member will meet with the Chief Steward to discuss and disclose all details with a view to resolving the issue.

This item is subject to the grievance/arbitration process.

4.12.6 Clerical – Technical Provisions

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 5.9.9 (b) of this section of Agreement) to the incumbent, shall not be considered to create a vacancy.

4.12.6 (a) 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 company-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.

4.12.7 Trades' Classifications Provisions

(a) 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 appropriate Sector representative 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.

(b) Staffing Nuclear Operator Positions

- (i)** Supervising Nuclear Operator and Authorized Nuclear Operator vacancies will be filled using Article 10.1.3.(a).
- (ii)** Nuclear Operator and Major Panel Operator positions will be advertised under Article 10. Positions will be advertised stating the required specialization and requisite qualifications, e.g., fuel handling, Unit O, and units.
- (iii)** The selection of lateral applicants from a given classification from a specified department may be limited to five in any calendar year.

5.0 GENERIC EMPLOYEE PROVISIONS

5.1 SALARIES AND WAGES

- (a)** Salaries and wage rates shall be in accordance with the salary and wage schedules which are part of this agreement.

(b) Transfer of Duties

Notwithstanding any other provisions of the Collective Agreement the following shall apply.

Both parties acknowledge that we need to change the way we work to improve efficiency. The parties agree that only an approach where in the long run both employees and the company benefit from the changes will succeed. To meet this challenge the parties agree to the following principles:

- Safety will not be negatively impacted.
- Core duties will not be removed from the existing job classifications.
- **Job** ratings and pay ratings will not be negatively affected by the changes.
- Where the **job** duties are increased the established process will be followed to fully assess the appropriate pay rate.

- Job documents, occupational definitions, job expectation documents and pay rates will be updated as necessary to reflect the changes.
- People will be properly trained and supervised for the work they do.

Management will inform the appropriate Chief Steward(s) when duty changes are being considered. The Manager and the Chief Steward(s) will assess the change against work efficiency and the above principles and decide how to proceed. The parties will decide whether the work requires a review of **job** duties and pay rate. If the parties cannot agree to the duty changes and/or the path forward then the matter will be expedited to Jules Bloch to arbitrate within thirty (30) days for final resolution.

5.2 HOURS OF WORK

5.2.1 Hours of Work for 35 Hour Workers – General

- (a) 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 7 hours per day, Monday to Friday, are to be paid at the appropriate premium rate.
- (b) 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.

5.2.2 Hours of Work for 35 Hours Workers – Specific

With the exception of shift work, head office hours shall be a 35-hour week

8:30 a.m. - 12:00 noon (Monday through Friday)

1:00 p.m. - 4:30 p.m. (Monday through Friday)

5.2.3 Variable Working Hours for 35 Hour Workers in Bruce Power Satellite Office

Employees will be requested each month to select their standard work period for the following month. The work week will consist of 5, 7-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 a.m. and 1:15 p.m. to 3:00 p.m.

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 11:45 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 a.m. to 4:30 p.m. (for 35 hour per week employees). The supervisor may not assign 35 hour per week employees to hours of work outside of 8:30 a.m. to 4:30 p.m., except as provided for in Part A, Section 5.4 except 5.4.4, 5.4.5 (i), 5.4.8.

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.

5.2.4 Hours of Work for 35 Hour Workers – Bruce Site

Hours of work (including variable hours of work) in locations other than Bruce Power Satellite 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.

5.2.5 Hours of Work for 37.5 Hour Workers

The normal work week for employees shall be 37.5 hours per week consisting of 8 hours per day Monday through Thursday, and 5.5 hours on Friday.

All hours worked in excess of normal daily hours will be paid for at the appropriate overtime rate.

For alternate hours of work arrangements refer to the Bargaining Memorandum of Understanding 1992.

5.2.6 Hours of Work for Shift Workers

(a) Regular Schedule

- (i)** 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 8 hour shift schedule and 12 hours off between shifts when working on a 12-hour shift schedule.
- (ii)** The regular schedule will be prepared so that each employee's time is balanced to zero (0) in the case of an 8 hour shift schedule or plus or minus 4 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.
- (iii)** 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 Sector representative 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 12-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.
- (e) When scheduling 12-hour shifts, the maximum number of night shifts to be worked in sequence would be 3 and the maximum number of days to be worked in a sequence would be 4.
- (f) The 12-hour shift schedule shall provide for at least 48 hours off between each sequence of shifts and at least 2 regular days off will be scheduled in each week (pay period).

(b) Revisions to the Regular Schedule

A minimum of 7 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:

- (i) With 3 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 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.

- (ii) In the case of illness, which would result in a staff shortage, 4 days' advance notice will be given when placing an employee on shift.
- (iii) 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 (1) 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.

- (iv)** 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 8 hour shift will provide at least 12 hours off.
 - (c)** Shift change notices from an 8-hour shift to a 12-hour shift will provide at least 15 hours off.
 - (d)** Shift change notices between 8-hour shifts will provide at least 15 hours off.
 - (e)** Shift change notices between 10-hour shifts will provide at least 12 hours off.
 - (f)** Shift change notices from a 10-hour shift to a 12-hour shift or vice versa will provide at least 12 hours off.
 - (g)** Shift change notices from a 10-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.

- (v)** Revisions to the regular schedule while working a 12-hour shift schedule will not result in an employee working more than 3 night shifts in a row and must provide at least 2 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.
- (vi)** Shift workers with a plus or minus 4 hours time balance assigned to day work or shift for an indeterminate period of time may be required to take off or work a 4 hour period respectively, but no payments, premium or otherwise will apply to such time worked as an extension of a normal 8 hour day to resolve a minus time balance.
- (vii)** 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 (2) 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 (2) month period will be written off (unless it has been agreed to extend this period).

- (viii)** 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.

(c) 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 5 days of 8 hours (not before 7:00 a.m. and not later than 6:00 p.m.) 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 5.4.4, 5.4.5 (i), 5.4.8. Notification of transfer to or from day work shall be in writing with a minimum of 7 days' notice.

(d) Penalties

Failure to give the required notice as indicated in Subsections 5.2.6 (a) (i) and 5.2.6 (c) 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 5.2.6 (b) 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 5.2.6 (e) (ii) (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.

(e) Miscellaneous Scheduling Provisions

(i) Changing Positions on a Shift: Changing of positions on a given shift shall not involve premium rates of pay.

(ii) Definition: Notice as referred to in this section shall be defined as per the following example. One (1) 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 5.2.6 (a) (i) 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.

- (iii) **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 (0) balance date of the existing schedule.
- (iv) **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.

- (v) If employees at the Bruce Site start shifts at different times the Company will supply buses for each shift or pay travel expenses as per PW-8.
- (vi) 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 (2) months' written notice to the other party.

- (vii) **Assignment to/from Training:** Normally an employee will receive his/her assignment to and from training as per Part A, Item 5.2.6 (b). 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.

(f) Conditions While Working on a 12-Hour Shift Schedule

- (i)** 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.

(ii) 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, 1.5 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 8 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 5.6.1.
 - (ii)** Moving Days
 - (iii)** Payment for Instructors, Part A, Item 5.11. Those who qualify for payment under Part A, Item 5.11 and perform those duties for greater than 8 hours in a 12 hour shift shall receive an instructor bonus of 1.5 times the instructor's allowance.
- (d)** In determining pay treatment for
- (i)** Statutory Holidays
 - (ii)** Special Time Off
- a day will continue to mean 8 hours.

(iii) Rest Periods

Each employee shall be entitled to a 10-minute rest period approximately once within every four (4) hours at a time designated by the Company.

(g) 10 Hour Shifts

Shifts

The normal hours of work for non-time balanced 10 hour shifts are 40 in any 7 day period (for clarification, The Company may schedule 4-10 hour shifts in any 7 day period). Shifts may be performed in one (1) or two (2) 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 - 85 cents per hour

Meal Periods

One (1) meal period will be included within each shift.

Notice Period

A minimum of 7 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:

- (i) 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.
- (ii) With 3 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 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.

Non-Time Balanced Shift Schedules

10 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 (1) 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, 1.25 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 **10** hours except for **(i)** where the maximum will be **8** 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 5.6.1
 - (ii)** Moving Days
 - (iii)** Payment for Instructors, Part A, Item 5.11 Those who qualify for payment under Part A, Item 5.11 and perform those duties for greater than **8** hours in a **10** hour shift shall receive an instructor's bonus of **1.5** times the instructor's allowance.
- (d)** In determining pay treatment for
 - (i)** Statutory Holidays
 - (ii)** Special Time Offa day shall continue to mean **8** hours.

(h) Change of Work Headquarters

- (i)** 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 **7** 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.

(ii) 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 3 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.

(iii) 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 (i) or (ii) 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.

(iv) The Bruce site is considered one work headquarters.

(v) 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.

(I) Special Shift Schedules

Special shift schedules will be staffed on a voluntary basis.

NOTE

If there are not enough volunteers to staff the schedule, the process for filling the positions, will be as per Appendix B, Bruce Site Deployment Agreement (Lateral Deployments).

The process for having a special schedule implemented, will be as follows:

(a) Management will approach the PWU Sector Board Chairperson (who is the signing authority) with the request.

(b) The request will include:

- business case
- rationale for schedule
- length of schedule (short term only)
- classifications required

(c) The PWU Sector Board Chairperson will review the request and will inform management if any additional information is required, prior to a decision being made on the request.

The use of special shift schedules are for short term application e.g., vacuum building outage. These schedules shall not be used to replace the master schedules as identified in 5.2.6 (a).

The provisions for shift change notices for special shift schedules will be the same as those for the regular shift schedules.

(j) Additional Outage Schedules

(i) Additional Outage Schedules

Q 1, 2 and 3 - (based on G Crew)
X, Y and Z - (based on G crew)
4 Crew A-D (no supers) – (based on rotating 12 hr shifts)
4 Crew (4X4) 4 days-4nights (based on rotating 12 hr shifts)
LOU #6 Schedule

(ii) Principles:

- Maximum duration – Two weeks before breaker open to one week after breaker close.
- Voluntary participation by outage/no force transfer to any Additional Outage Schedules
- Unit Outage only
- Schedules must be “Limits to Hours of Work” compliant (BP-PROC-0005).
- Applies to shift worker classifications only
- The base schedule will be identified for each additional outage schedule. This will establish the pay treatment for hours worked and the hours of work restrictions for that schedule.
- Schedules used in outages will be based on 40 hours/week
- Time Balance provisions, where appropriate, will be utilized to ensure paid hours are not less than 40 base hours per week.
- Time worked in excess of scheduled base hours will be paid at premium rates.

(iii) Management has the discretion to determine and implement additional schedules for outage related work as required. Any new schedules will be reviewed with the PWU Sector Board Chair prior to implementation, and any such schedules shall comply with the principles listed above.

Management will inform employees a minimum of one month in advance of the outage, which schedules will be used during the outage and on which work programmes. This will allow employees to clearly understand which schedules they are volunteering for.

This agreement will expire on December 31, 2010 unless otherwise agreed by the parties. Notwithstanding the preceding, the parties agree to review additional outage schedules requirements for the Q1 and Q2 outage program for 2011 by June 30, 2010.

5.2.7 Hours of Work – Part Time – Bruce Site

Designated regular part-time positions in the security organization at Bruce Site 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 5.3.7. 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 5.3.7 will not apply.

5.3 SHIFT WORK AND SHIFT DIFFERENTIAL

5.3.1 Shift Differential and Shift Work for 35 and 37.5 Hour Workers - General

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:

- (a) Shift work shall not be implemented for a period of 3 working days or less. If the working period is 3 days or less, the appropriate premium rate will be paid for the minimum 3-day period.
- (b) The Company will provide 72 hours' (3 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.
- (c) Such a placing on shift work shall not deprive an employee of his/her total number of normal scheduled weekly hours.
- (d) 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.
- (e) Shift differential shall apply to employees required to work on a 3-shift schedule or a 2-shift schedule and shall not apply for overtime hours.
- (f) Shift work will be scheduled on a Monday to Friday basis.
- (g) Work in excess of the total number of normal daily hours will be paid at the appropriate overtime rates.
- (h) The following shift differentials shall apply:
 - (i) Seventy-five (75) cents per hour to employees scheduled to work between the hours of 1600 and 2400.
 - (ii) One dollar and five (1.05) cents per hour to employees scheduled to work between the hours of 0000 and 0800.
- (i) 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.

5.3.2 Shift Work – Technical Staff (Inspection and Maintenance Technicians)

(a) Applicability

This section applies to Inspection and Maintenance Technicians (I&M) I/II/III.

(b) 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.

(c) Implementation

Although the content, preparation, posting and administration of the shift schedule is the responsibility of the Company, an annual company 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 company wide 12 month I&M schedule will be posted 30 days prior to its starting date.

(d) Duration of Shifts

Shift work employees will work 8 or 12 hour shifts determined in accordance with 5.3.2 (c). 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.

(e) Scheduling Provisions When on Shift

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:

- (i)** 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.

- (ii)** In the case of illness, four (4) days' notice will be 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 A - Item 5.3.1 (a) and Part A - Item 5.3.1 (b) do not apply.

- (f)** An employee will not receive less pay on average as a result of being placed on shift work than he/she would have received as compensation for working regular day hours. This item overrides Part A, Item 5.3.1 (c).

- (g)** 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.

(h) Shift Differential

Shift differentials shall apply to employees required to work on a 3-shift schedule or a 2-shift schedule. The first part of a 3-shift or a 2-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.

(i) 8 Hour Shifts

A shift differential of 75 cents per hour shall be paid to employees who are scheduled to work between the hours of 1600 and 2400.

A shift differential of \$1.05 per hour shall be paid to employees who are scheduled to work between the hours of 0000 to 0800.

(j) 12 Hour Shifts

A shift differential will be paid for the night shift only.

The shift differential will be \$1.20 per hour.

(k) The appropriate shift differential shall be paid for the first eight (8)/twelve (12) 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.

(l) Work in excess of the total number of normal scheduled hours will be paid at the appropriate overtime rates.

(m) 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 and 21 without any increments, premiums or bonuses, shall be divided by 35.

Premium payment, for the undernoted, shall be as follows:

(n) Shift Workers

(o) Scheduled Work

(i) One and one-half (1.5) times the employee's basic rate shall be paid for scheduled work performed on Saturdays and Sundays.

(ii) Two (2) 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 6 months of the end of the posted schedule.

- (b) Scheduled work performed on a statutory holiday which occurs on a Saturday. The premium for a scheduled Saturday in (i) above shall not apply.
- (p) When these employees are required to work 12 hour shifts 5.3.2 (g) will not apply. For purposes of clarification, this Item overrides Item 5.3.1 (d).
- (q) 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 (2) 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 (2) month period will be written off (unless it has been agreed to extend this period).
- (r) 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 A, Items 5.3.1 (f) and 5.3.1 (g) 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.

- (s) 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.

(t) Shift Schedule Pay Provisions

When an employee is scheduled to work an 8-hour shift, the following will apply:

- (i) In determining credits used for vacations, floating holidays and sick leave, one and one-seventh (1^{1/7}) days will be deducted.
- (ii) In determining pay treatment for
 - (a) travelling time outside normal working hours
 - (b) payment for temporary supervision
 - (c) 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 (a) where the maximum will be 7 hours.

- (iii) In determining pay treatment for the following items a day will be considered to be 8 hours:
 - (a) Leave of Absence with Pay - Part A - Item 5.6.1
 - (b) Moving Days

- (c) Payment for Instructors-- Part A, Item 5.11. Those who qualify for payment under Part A, Item 5.11 and perform those duties for greater than 7 hours in an 8 hour shift shall receive an instructor bonus of 1.5 times the instructor's allowance.

(iv) In determining pay treatment for

- (a) Statutory Holidays
- (b) Special Time Off

a day will continue to mean 7 hours.

When an employee is scheduled to work a 12 hour shift, the following will apply:

- (i) In determining credits used for vacations, floating holidays and sick leave, one and five-sevenths ($1\frac{5}{7}$) days will be deducted.

(ii) In determining pay treatment for

- (a) travelling time outside normal working hours
- (b) payment for temporary supervision
- (c) 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 (a) where the maximum will be 7 hours.

(iii) In determining pay treatment for the following items a day will be considered to be 12 hours:

- (a) Leave of Absence with Pay – Part A - Item 5.6.1.
- (b) Moving Days
- (c) Payment for Instructors, Part A, Item 5.11. Those who qualify for payment under Part A, Item 5.11 and perform those duties for greater than 7 hours in a 12 hour shift shall receive an instructor bonus of 1.5 times the instructor's allowance.

(iv) In determining pay treatment for

- (a) Statutory Holidays
- (b) Special Time Off

a day will continue to mean 7 hours.

5.3.3 Deleted Provisions When on Shift

When an individual is assigned a shift and the provisions of 5.3.2 (d) are in effect, the following provisions will not apply.

- (a) Section 5.2.1 - Hours of Work for 35 Hour Workers - General
- (b) Section 5.2.2, 5.2.3 - Hours of Work - Specific
- (c) Section 5.2.4 - Hours of Work – Bruce Site

5.3.4 If the I&M Technician Schedule at Bruce Site 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 Transportation to Outlying Stations (**PW-8**).

5.3.5 Compensation for travel and travel time shall be in accordance with the relevant sections of Part A of the Collective Agreement.

5.3.6 Shift Work – Technical Staff (Instructor)

(a) Applicability

This section covers the following classification: Instructor.

(b) 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 (3) months in each year for each employee unless the employee involved specifically consents to an extension.

(c) 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, endeavoring to minimize personal inconvenience.

(d) 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 (**40**) hour per week employees when assigned to shift work will work the same hours as regular shift workers on shift.

Thirty-five (35) hour per week employees when assigned to shift work will normally work 7-hour shifts. This may, at management's discretion, be increased to 8-hour shifts.

(e) Special Provisions When on Shift

(i) Shift work shall not be implemented for a period of 3 working days or less. If the working period is 3 days or less, the appropriate premium rate will be paid for the minimum 3-day period.

(ii) The Company will provide 72 hours' (3 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.

- (iii) Such a placing on shift work shall not deprive an employee of his/her total number of normally scheduled weekly hours.
- (iv) 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.
- (v) Shift differential shall apply to employees required to work on a 3-shift schedule or a 2-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.
- (vi) Work in excess of the total number of normal daily hours will be paid at the appropriate overtime rates.

(f) Deleted Provisions When on Shift

When an individual is assigned a shift and the provisions of 5.3.6 (e) are in effect, the following provisions will not apply:

- (i) Section 5.2.1: Hours of Work for 35 Hour Workers - General
- (ii) Section 5.2.2, 5.2.3: Hours of Work - Specific
- (iii) Section 5.2.4: Hours of Work – Bruce Site

5.3.7 Shift Differential for 40 Hour Workers

Shift differentials shall apply to employees required to work on a 3-shift schedule or a 2-shift schedule. The first part of a 3-shift or a 2-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.

(a) 8 Hour Shifts

A shift differential of 75 cents per hour shall be paid to employees who are scheduled to work between the hours of 1600 and 2400.

A shift differential of \$1.05 per hour shall be paid to employees who are scheduled to work between the hours of 0000 to 0800.

(b) 12 Hour Shifts

A shift differential will be paid for the night shift only.

The shift differential will be \$1.20 per hour.

- (c) The appropriate shift differential shall be paid for the first eight (8)/twelve (12) 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.

5.3.8 Shift Work – Radiation Control Technicians, Technical Inspectors, Planning, Training Technicians, Nuclear Technologists

(a) Applicability

This section covers the following classifications:

Radiation Control Technicians
Technical Inspectors
Planning Technicians
Training Technicians
Nuclear Technologists

(b) The following items shall apply:

- (i)** Section 5.33.1, Personal Property
- (ii)** Section 5.33.2, Access to Radiation Records
- (iii)** Section 5.33.3, Ionizing Radiation
- (iv)** Section 5.33.4, Radiation Limits
- (v)** Section 5.32, Personnel Development
- (vi)** Section 5.31, Plastic Suits
- (vii)** Section 5.34, Emergency Response Organization
- (viii)** Section 5.8.3 (b), Entry Co-ordination

(c) All of the following provisions shall apply:

Part A, Item 3.4
Part A, Item 4.12.6, 4.12.6 (a)
Part A, Item 5.1
Part A, Item 5.2.1, 5.2.2, 5.2.3, 5.2.4
Part A, Item 5.3.1
Part A, Item 5.3.2, 5.3.3, 5.3.4, 5.3.5, 5.33
Part A, Item 5.3.6
Part A, Item 5.4.1, 5.4.2, 5.4.3, 5.4.5, 5.4.6, 5.4.7
Part A, Item 5.5
Part A, Item 5.8.1, 5.8.2
Part A, Item 5.9
Part A, Item 5.10.1, 5.10.2, 5.10.3

(d) 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 (3) months in each year for each employee unless the employee involved specifically consents to an extension.

(e) 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.

(f) 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 (40) hour per week employees when assigned to shift work will work the same hours as regular shift workers on shift.

Thirty-five (35) hour per week employees when assigned to shift work will normally work seven (7) hour shifts. This may at management discretion be increased to eight (8) hour shifts.

(g) Special Provisions on Shift

- (i)** Shift work shall not be implemented for a period of three (3) working days or less. If the working period is three (3) days or less, the appropriate premium rate will be paid for the minimum three (3) day period.
- (ii)** The Company will provide seven (7) 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.
- (iii)** Such a placing on shift work shall not deprive an employee of his/her total number of normally scheduled weekly hours.
- (iv)** 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.
- (v)** Shift differential shall apply to employees required to work on a three (3) shift schedule or a two (2) shift schedule and shall not apply for overtime hours.
- (vi)** Work in excess of the total number of normal daily hours will be paid at the appropriate overtime rates.
- (vii)** Premium payments for work on weekends and statutory holidays will be as shown in Part A, Item 5.3.10, Premium Payments for 40 Hour Workers.
- (viii)** When employees as identified in 5.3.8 (a) are required to work 12-hour shifts, the following sections of Item 5.3.8 will not apply: 5.3.8 (f), 5.3.8 (g) (iv), 5.3.8 (g) (v), 5.3.8 (g) (vi) and 5.3.8 (g) (vii).

The appropriate provisions of Part A, Item 5.2.6 Shift Workers and Item 5.3.2 (j) Shiftwork and Shift Differential, 12-Hour Shift, will apply. The exception to this is that Part A, 5.2.6 (c) Transfer to Day Work, will not apply to Radiation Control Technicians and Technical Inspectors.

(h) Deleted Provisions When on Shift

When an individual is assigned a shift and the provisions of 5.3.8 (g) are in effect, the following provisions will not apply:

- (i)** Section 5.2.1: Hours of Work for 35 Hour Workers - General
- (ii)** Section 5.2.2, **5.2.3:** Hours of Work - Specific
- (iii)** Section 5.2.4: Hours of Work – Bruce Site

5.3.9 Shift Work – Computer Support Personnel

(a) The following items as set out shall apply:

See reference 5.3.8 (b)

(b) All of the following provisions shall apply:

See reference 5.3.8 (c)

(c) 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 (2) shift operation occurring between 0700 and 2400 hours.

(d) 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.

(e) 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 (7) hours, except that at Management's discretion, this may be increased to eight (8) hours. Banked time will be taken in full day increments only.

(f) Regular Schedule

- (i)** 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 (8) hour shifts and 17 hours off between shifts when working seven (7) hour shifts.
- (ii)** The regular schedule will be prepared so that each employee's time is balanced to zero (0) as of the last day of the schedule.
- (iii)** 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 the preparation of new schedules. However, if 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 Union (Chief Steward) 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 the preparation of new schedules.

The following are the recognized criteria of an acceptable shift schedule:

- (i)** The schedule should equitably rotate among all crews.
- (ii)** The schedule should follow a repeating pattern so that it is easily understood.
- (iii)** 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.

(g) Revisions to the Regular Schedule

A minimum of seven (7) 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:

- (i)** With three (3) 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 (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.

- (ii)** 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.

- (iii) 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.

- (iv) 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.
- (v) Plus time balances which still exist as of the last day of the regular schedule shall be paid for at premium rates.

(h) 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 A, Item 5.2.1, 5.2.2, 5.2.3 and 5.2.4. 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 (7) days' notice.

(i) 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.

(j) Special Provisions When On Shift

- (i) Shift work shall not be implemented for a period of three (3) working days or less. If the working period is three (3) days or less, the appropriate premium rate will be paid for the minimum three (3) day period.
- (ii) Such a placing on shift work shall not deprive an employee of his/her total number of normally scheduled weekly hours.
- (iii) Shift differential shall apply to employees working the second shift each day and shall not apply for overtime hours.
- (iv) Work in excess of the total number of normal daily hours as determined in 5.3.8 (d) will be paid at the appropriate overtime rates.

(k) Deleted Provisions When On Shift

When an individual is assigned a shift and the provisions of 5.3.8 are in effect, the following provisions will not apply:

- (i) Section 5.2.1: Hours of Work for 35 Hour Workers - General
- (ii) Section 5.2.2, 5.2.3: Hours of Work - Specific

(iii) Section 5.2.4: Hours of Work – Bruce Site

5.3.10 Premium Payments for 40 Hour Workers

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, 21, 22, 23 and 43 without any increments, premiums or bonuses, shall be divided by 40.

Premium payment, for the undernoted, shall be as follows:

(1) Shift Workers

(a) Scheduled Work

(i) One and one-half (1.5) times the employee's basic rate shall be paid for scheduled work performed on Saturdays and Sundays.

(ii) Two (2) 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 (6) 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 (i) above shall not apply.

(2) Continuous Driving

Employees given a continuous driving assignment will be paid in accordance with the following:

In each twenty-four (24) hour period each will be paid eight (8) hours at the basic rate, eight (8) hours at the appropriate premium rates and eight (8) 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 (3) days' notice the appropriate rate for lack of notice shall apply to the first eight (8) hour basic rate period.

5.3.11 Turnover Payments

(a) The following conditions apply for the Operators established under the settlement to Grievance No. 2000-005/006.

1.1 Turnover is included as part of the base rate in recognition of duties required for the job.

- 1.2 At the time of the settlement ANO's, CRO's, BASS, SSO's and SNO's base rates were increased by 5.96% (reflecting 0.4 hour turnover) increase while MPO's, NO's and SO's base rates were increased by 3.72% (reflecting 0.25 hour turnover).
- 1.3 This settlement eliminated all 6% premiums paid for additional duties.
- 1.4 JED's will be rewritten to include additional duties after recommendations from the 6 unit Operator Joint Committee.

5.3.12 Additional Banked Time Arrangements For Shift Workers

For each year* of A - E shift work performed since January 1, 2002 an employee will accrue three (3) weeks of Converted Banked Time Allotment to a maximum of fifty-two (52) weeks. This is in addition to the standard thirty (30) week combination of deferred vacation and banked overtime.

The employee may bank Converted Banked Time toward the Allotment in any year of employment but at no time exceed the Allotment. This time will be taken as paid time off immediately preceding retirement.

Shift premiums and/or shift differential may be converted to hours of Converted Banked Time by calculating the monetary ratio between the hourly value of the premium and/or differential on the one hand and the hourly base rate on the other hand.

Overtime may be applied to Converted Banked Time.

For each year* of A – E shift work performed after January 1, 2007 employees shall be credited with twenty (20) hours of Converted Banked Time by the Company.

*One (1) year of rotating shift consists of a minimum of 100 shifts, including supernumeraries, rotating additional outage schedule shifts, vacation, and other approved time off while assigned to shift work.

5.4 OVERTIME

5.4.1 Overtime for 35, 37.5, and 40 Hour Workers

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.

5.4.2 Overtime Definitions for 35 Hour Workers

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.

5.4.3 Payment for Overtime for 35 and 37.5 Hour Workers

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:

- (a) Two (2) times the employee's basic rate shall be paid for:
 - All work performed after normal quitting time, Monday to Friday inclusive, and on an unscheduled day of work.
 - All work performed on Saturday, Sunday and statutory holidays, which occur Monday to Friday.
- (b) Overtime rates shall be computed by dividing the employee's basic weekly salary by his/her normal weekly hours of work.

5.4.4 Pay Entitlement for 40 Hour Workers

(1) Monday to Friday Inclusive

(a) Scheduled Day of Work

(i) Two (2) times the employee's basic rate for all overtime work performed.

(b) Unscheduled Day of Work

(i) Two (2) times the employee's basic rate shall be paid for all work performed.

(2) Saturday, Sunday

Two (2) times the employee's basic rate for all overtime work performed.

(3) Statutory Holidays

(a) Monday to Friday

Two (2) times the employee's basic rate for all work performed plus eight (8) hours at straight time as per Part A, Item 4.5.1.

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 5.6.2.

(b) Saturday

Two and one-half (2.5) times the employee's basic rate for all overtime work performed.

(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, 21, 22, and 43 without any increments, premiums or bonuses, divided by the normal weekly hours.

5.4.5 Overtime – Miscellaneous Provisions

Miscellaneous Provisions for 35 and 37.5 Hour Workers

- (a)** 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.
- (b)** 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.
- (c)** A travelling allowance up to a maximum of one (1) 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 5.4.6. Under these circumstances and where the provided transportation is not available, the employee is entitled to return mileage.
- (d)** 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.
- (e)** 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.
- (f)** 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.

 - (i) Banked Time in Lieu of Overtime**

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 instead elect to accrue lieu time credit calculated at the appropriate premium rate in place of payment.

If no request is made prior to the overtime being worked, payment at the appropriate overtime rates will be automatic and paid, Part A, Item 5.6.2 will continue to apply.

The employee can bank up to their normal weekly hours of work and can only renew the hours or portion thereof after it has been taken as time off or paid out.

The accrued lieu time will be taken at a time which is mutually agreeable to both parties.

Banked time cannot be taken when overtime is required to cover the shift that the individual is requesting off.

Any banked lieu time not scheduled off as of December 1st of each year will be paid out.

Employees can defer a total of five (5) weeks of banked time to be taken immediately preceding retirement. This banked time is to be used in combination with any deferred vacation as per Part A, Item 4.4.6 (a) (iii) to obtain a maximum of thirty (30) weeks of paid time off immediately preceding retirement.

Employees who wish to take this paid time off immediately preceding retirement must give a minimum of four (4) months notice of the commencement of the paid time off. This commencement date can be deferred to a later date upon notification from the employee. Under special circumstances the employee can request Management to waive the four (4) month notice.

(ii) Overtime Miscellaneous Provisions for 37.5 Hour Workers Only

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 (1) 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.

- (g)** 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 (5) hour continuous break between 23:00 and 07:00 hours shall be entitled to an eight (8) 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 (2) times his/her normal basic rate until an eight (8) hour rest period is granted. Should an employee be released before 16 hours have elapsed, he/she will not be entitled to an eight (8) hour rest period, and his/her right to continue work at straight time will be governed by Section 5.4.5 (e).

(h) Equivalent time off without pay - See Part A, Section 5.6.2.

(i) Special Provisions Concerning Overtime for 40 Hour Workers

- (i)** 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 **(v)** below.
- (ii)** 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 (8) hours of work in that day, his/her pay shall be adjusted to provide a minimum of eight (8) hours' work.
- (iii)** 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.
- (iv)** 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.
 - (a)** See reference 5.4.5 (f) (i).
- (v)** 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 (**8**) 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 (2) times his/her normal basic rate until an eight (**8**) hour rest period is granted. Should an employee be released before **16** hours have elapsed, he/she will not be entitled to an eight (8) hour rest period, and his/her right to continue work **at** straight time will be governed by Section 5.4.5 (i) (iii) above.
- (vi)** An employee who is receiving double (**2X**) time while performing overtime work, which extends into the calendar day containing his/her scheduled day off, shall remain at double (**2X**) time until he/she receives an eight (8) hour rest period.
- (vii)** 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 (1) hour at straight time shall be paid.
- (viii)** Equivalent time off without pay see Part A, Section 5.6.2.

- (ix) 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.

5.4.6 Minimum Payments – Overtime for **35** and **37.5** Hour Workers

All 35 and 37.5 hour 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.

- (a) All prearranged overtime performed or reported for due to lack of notice of cancellation, Monday to Friday inclusive, shall receive a minimum of two (2) hours at straight time or the actual time worked at the appropriate premium rates, whichever is the greater.
- (b) All prearranged overtime cancelled within 48 hours of the designated time of work commencement shall require payment of two (2) hours at straight time.
- (c) 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 (4) hours at straight time or the actual time worked at the appropriate premium rates, whichever is the greater.
- (d) 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.
- (e) All emergency overtime work shall receive a minimum payment of four (4) 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 (1) hour of the completion of a previous call for which the four (4) hour minimum was paid.

If the call-out occurs less than two (2) 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.

5.4.7 Overtime – Regular Part-Time and Temporary Part-Time Employees for **35**, **37.5** and **40** Hour Workers

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 two (2) times the employee's basic rate for all work performed 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 two (2) times the employee's basic rate.

and/or

- (c) Unscheduled hours worked on Saturday and Sunday. The premium payment for unscheduled hours worked on Saturday and Sunday is two (2) times the employee's basic rate.

5.4.8 Overtime Cancellation and Minimum Payments for 40 Hour Workers

(a) Cancellation

All overtime cancelled within 48 hours of its scheduled commencement shall result in a cancellation payment of four (4) hours at straight time except in the following circumstances:

- (i) Overtime arranged in the current shift as an extension of the shift, requires no cancellation payments.
- (ii) Overtime arranged as an extension before the normal hours of work requires no cancellation payment if cancelled with more than 12 hours' notice.

(b) Minimum Payments

All overtime performed or reported for due to lack of notice of cancellation shall result in a minimum payment of four (4) 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.

5.4.9 Coverage Overtime

Effective **January 1, 2010** employee accumulated overtime hours will be reset to zero (0). Employees who then accumulate 250 hours or more of overtime commencing **January 1, 2010** will thereafter be entitled to overtime payments at the rate of two and one half (2.5) times their base hourly rate for any overtime hours worked that have been worked to enable' other employees to take floating statutory holidays or vacation time up to and including **December 31, 2010**.

- The term 'enabled' is defined as the approval of employee vacation and floating statutory holidays being dependent on another individual working overtime.

5.5 PROVISIONS 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 obtained³, an allowance of \$15.00 per meal will be paid.

5.5.1 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, or overtime on an unscheduled day of work, no time shall be deducted for eating such meals where the employee eats the meal on the job and in a minimum of time.

5.6 LEAVE OF ABSENCE

5.6.1 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.

(a) 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 close attendance at a hospital. Also, in cases where an employee is faced with the effects of a severe storm, fire or flood.

(b) Bereavement Leave

Should bereavement occur in a regular or temporary employee's family, he/she may request bereavement leave, and he/she shall be granted such time off with pay as is reasonable under the circumstances. A period of up to five (5) days may be granted in the event of the death of the immediate family including parent, parent-in-law, spouse and child. A period of up to three (3) days may be granted in the event of the death of a member of the family including, brother, brother-in-law, sister, sister-in-law, son-in-law, daughter-in-law, grandparents, grandparents-in-law and grandchildren.

³ 'Reasonably obtained' is to be defined locally by Union and Management.

Factors governing duration include relationship of the deceased to the employee, location of funeral, and need for the employee to be involved in arrangements or executor duties.

(c) Funeral Leave

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 (0.5) day. Regular part-time employees shall be granted the time off with pay if scheduled to work.

NOTE

Section 5.6.1 (b) and (c) is a guide applicable under ordinary circumstances, on the distinct understanding that it does not set rigid limits either maximum or minimum. For further clarification refer to Intent Document PWU-JI-006, Bereavement Leave.

(d) 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.

(e) 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.

5.6.2 Equivalent Time Off Without Pay

Employees who have worked overtime may be granted one (1) hour off for each hour worked, without pay, in increments of not less than one-half (0.5) day, provided the employee requests the time off and the workload permits.

5.6.3 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 (3) 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. During this three (3) month time frame, 'family leave taken' may be adjusted to 'family leave unpaid' in a minimum of one (1) hour increments.

Temporary employees are eligible for family care days but such employees shall be required to pay back time taken within one (1) month instead of the three (3) months for regular employees.

In the case where an employee requests family care leave which would result in a drop below minimum required complement, Management must try to accommodate the request if at all possible and this may require calling in other staff or holding staff over into the next shift. As a first step, the supervisor should inform the employee making the request of the situation so that the employee may be able to make other arrangements to address the family matter.

5.6.4 Sabbaticals

Sabbaticals must be applied for and agreed to by the parties involved.

I.e., When sabbaticals are allowed, 4 years pay can be spread over a 5 year period. The employee works the first four (4) years and gets the 5th year off, while being paid 80% of his/her base salary (minus all normal deductions) for the first four (4) years. In the 5th year, the employee receives as compensation, the banked time difference (minus all normal deductions).

NOTE

The process for Sabbaticals is outlined in the policy "Self-Funded Sabbaticals".

5.6.5 Compassionate Care Leave

Benefits under the Supplementary Unemployment Benefit (SUB) Plan for Regular Employees - Compassionate Care Leave.

Legislation was enacted effective January 1, 2004 through the Federal Government to allow employees to access EI benefits to provide care or support to a gravely ill family member with significant risk of death within twenty-six (26) weeks. The Provincial Government of Ontario has also stated that they will enact legislation to allow family members leave up to eight (8) weeks in 2004 to care for seriously ill family members. Provided they qualify for EI payments, regular employees who are eligible for Compassionate Care Leave under the Employment Insurance Act, 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 Employment 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:

- (a) For those employees on Compassionate Care Leave pursuant to the Employment Insurance Act, the following entitlement will apply: up to eight (8) weeks, dependent on the length of his/her EI entitlement, equivalent to the difference between the employment insurance benefits the employee is eligible to receive and 93 percent (93%) of the employee's base pay.

- (b) Other earnings received by the employee will be considered so that the total combination of SUB, EI benefits and other earnings will not exceed 93 percent (93%) of the employee's base pay.

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

- (i) that he/she will return to work and remain in the Company's employ for a period of 2 months from the date of return to work;
- (ii) that he/she will return to work on the date of the expiry of their Compassionate Care Leave, unless the employee is entitled to another leave provided for in this agreement;
- (iii) 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 (i) and (ii).

5.7 PREGNANCY/ADOPTION/PARENTAL LEAVES

5.7.1 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, parental leave, or adoption leave are entitled to supplementary unemployment benefits (Ref. 5.7.4).

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. 5.7.2). Following the birth of the child, the employee is also eligible for parental leave. (Ref. 5.7.5)

Adoption leave is available to the parent who is designated as the primary caregiver (Ref. 5.7.3). Parental leave is also available to such an employee (Ref. 5.7.5).

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. 5.7.5).

A leave extension is available to employees who take a pregnancy leave followed by a parental leave [Ref. 5.7.5(b)].

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

Two (2) weeks' notice is required for such a leave, except as noted in 5.7.2 (b). The commencement date can be advanced or delayed upon the giving of a further two (2) weeks notice. Similarly, the termination date can be advanced or delayed upon giving four (4) 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 **EL** 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 OHIP, 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 within one (1) year as a lump sum 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 and shall be entitled to 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.

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 so long as the employee remains on leave to a maximum as defined in this section. The Chief Steward shall be advised of all cases where this subsection applies.

5.7.2 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.

(a) 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 (17) weeks after the pregnancy leave began or the day that is six (6) 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 5.7.5. 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.

(b) 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 (2) 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 (2) weeks of stopping work, give her supervisor:

- (i) written notice of the date the pregnancy leave began or is to begin, and
- (ii) a certificate from a legally qualified medical practitioner that, 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 (2) 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.

NOTE

The supervisor should obtain the advice and assistance of Health Services if clarification is required.

(c) Pregnancy and 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.

5.7.3 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.

- (a) Where the child is less than elementary school age, the primary caregiver will be granted leave of up to 17 weeks.
- (b) 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.
- (c) The primary caregiver is also entitled to parental leave (Ref 5.7.5).

5.7.4 Benefits Under the Supplementary Unemployment Benefit (SUB) Plan for Regular Employees

Provided they qualify for EI payments, regular employees who are eligible for pregnancy leave/parental 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 employment 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:

- (a) For **those** employees on pregnancy leave or in the case of a legal adoption, the primary caregiver shall be entitled to, two (2) weeks at 93 percent (93%) of the employee's base pay. Additionally, an employee on parental leave whose partner is not eligible to receive **EI** benefits, shall be entitled to two (2) weeks at 93 percent (93%) of the employee's base pay.
- (b) For those employees on pregnancy leave or in the case of a legal adoption, the primary caregiver shall be entitled to, up to fifteen (15) additional weekly payments dependent on the length of **his/her** EI entitlement, equivalent to the difference between the employment insurance benefits the employee is eligible to receive and 93 percent (93%) of the employee's base pay.
- (c) For those employees on parental leave, up to 5 weeks additional weekly payment dependent on the length of **his/her** EI entitlement, equivalent to the difference between the employment insurance benefits the employee is eligible to receive and 93 percent (93%) of the employee's base pay.
- (d) Other earnings received by the employee will be considered so that the total combination of SUB, EI benefits and other earnings will not exceed 93 percent (93%) of the employee's base pay.

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

- (i) that he/she will return to work and remain in the Company's employ for a period of six (6) months from the date of return to work;
- (ii) 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;
- (iii) 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 (i) and (ii).

5.7.5 Parental Leave

(a) General

Employees who have been employed by the Company 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 parental leave as described in Section 5.7.5 (b) below. 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.

(b) 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.

A birth mother can take both pregnancy and parental leave. Those who take pregnancy leave are entitled to up to 35 weeks' parental leave. Birth mothers who don't take pregnancy leave, and all other new parents, are entitled to up to 37 weeks' parental leave.

If each parent of a newborn took the maximum leave allowed at separate times, the baby would have a parent at home for 89 consecutive weeks (17 weeks of pregnancy leave for the birth mother, plus 35 weeks of parental leave for the birth mother, plus 37 weeks of parental leave for the other parent).

Employees who wish to take this leave must give the Company two (2) weeks' notice in writing prior to the date the leave would begin and four (4) 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 5.7.2 and 5.7.5 may elect to have the total leave extended up to 56 weeks. This constitutes an extension of up to 4 weeks.

5.7.6 Service Credit

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

5.7.7 Restoration of Previous Service

For employees hired after May 12, 2001, providing they are on Bruce Power's payroll as of March 31, 2002 and attain regular status on or before December 31, 2002, female employees 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/parental leaves on or after April 1, 1977 will be eligible for service credit for the full duration.

In this case, service credit restoration will be for the purposes of vacation and seniority only. This provision applies only in respect of persons hired after decontrol from OPG to Bruce Power.

5.8 RELIEF, ACTING, TEMPORARY OR ROTATIONAL ASSIGNMENTS

In the event that an employee cannot be released as requested, the appropriate Executive Team Member will meet with the Chief Steward to discuss and disclose all details with a view to resolving the issue.

5.8.1 Principles Re Resourcing for Relief, Acting & Temporary or Rotational Assignments for 35 and 37.5 Hour Workers

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.

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.

5.8.2 Relief Work For 35 & 37.5 Hour Workers

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.

- (a)** 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.
- (b)** Employees in the weekly-salaried schedule, when relieving for the normal duties of an employee in a higher job grade, not defined in 5.8.2 (c) below, for a period of one (1) 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.

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.

- (c)** 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 (1) 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.

Employees who perform relief, acting, temporary or rotations in a position shall be subject to progressions as outlined in Section 4.1.

- (d)** Notification of the Chief Steward is required when the employee is required to relieve for a period of two (2) working days or more.
- (e)** Statutory holidays will not affect the continuity if they occur between the first and second days.

Payment for vacation, sick leave and statutory holidays shall be at the relief rate if they occur during the relief period and at the normal rate if it occurs at the beginning or the end of the relief period.

- (f) When an employee is to be placed in a temporary, acting, relief or rotational position, the Company shall notify the employee and the Chief Steward in writing setting out:
1. The reason for the placement in the position.
 2. The general nature of the major duties to be performed.
 3. The rate to be paid for the position.
 4. The expected duration.
 5. The name of the incumbent (if any).

An employee may act in an existing job in which a vacancy is created, pending the arrival of a successful applicant to the vacancy.

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 Chief Steward 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.

5.8.3 Relief Work for 40 Hour Workers

Payment for vacation, sick leave and statutory holidays shall be at the relief rate if they occur during the relief period and at the normal rate if it occurs at the beginning or the end of the relief period, unless otherwise specified below.

When an employee acquires a lieu day while relieving in a higher-rated position, the lieu day shall be paid at the higher rate.

(a) 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.

When required to relieve in a non-union supervisory position for a period of one (1) working day or more, Nuclear Operators shall be paid twenty-two percent (22%) above the respective journeyman rate or five percent (5%) above their normal rate, whichever is greater.

When required to relieve in a non-union supervisory position for a period of one (1) working day or more, the following classifications shall be paid five percent (5%) above their normal rate:

- Major Panel Operator
- e Supervising Nuclear Operator

- Authorized Nuclear Operator In Training/ANO
- Certified Unit 0 Control Room Operator in Training/CRO
- Defuelled Reactor Panel Operator
- Fuel Handling Control Room Operator

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.

Except as noted above, employees who perform relief, acting, temporary or rotations in a position shall be subject to progressions as outlined in Section A 4.1.

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.

(b) 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.

5.8.4 Non-Union Supervisory Relief

When required to relieve in a non-union supervisory position for a period of one (1) working day or more, the following classifications shall be paid twenty-two percent (22%) above the respective journey person rate or five percent (5%) above their normal rate, whichever is greater:

- Civil Maintainer I
- Civil Maintainer II
- T&WE Mechanic
- Mechanical Maintainer
- Shift Control Technician
- Nuclear Operator

When required to relieve in a non-union supervisory position for a period of one (1) working day or more, the following classifications shall be paid five percent (5%) above their normal rate:

- Major Panel Operator
- Supervising Nuclear Operator
- Authorized Nuclear Operator In Training/ANO
- Certified Unit 0 Control Room Operator in Training/CRO
- Defuelled Reactor Panel Operator
- Fuel Handling Control Room Operator

5.9 CLERICAL TECHNICAL JOB EVALUATION PLAN

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.

5.9.1 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.

5.9.2 Jobs Covered by the Clerical-Technical Job Evaluation Plan

The plan shall cover all jobs falling under this section of the Collective Agreement.

5.9.3 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.

5.9.4 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.

5.9.5 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.

5.9.6 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:

- (a)** The salary schedule shall be a salary range schedule with a total of 18 salary grades.
- (b)** 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.
- (c)** Each salary grade is composed of three (3) 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 4.1.
- (d)** When an incumbent is promoted from one salary grade to another, he/she shall be promoted in accordance with Part A, Section 5.10.1, 5.10.2, 5.10.3 – Promotion Rule.

- (e) 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.

5.9.7 Wages and Retroactivity upon Upward Reclassification

Upward Reclassification as a Result of Company initiated Action

- (a) Transfer from the existing salary grade to the new higher salary grade shall be by the step to step method.
- (b) In cases where Management creates a job document with new duties that they expect the incumbent to perform on a going-forward basis only which results in an upwards reclassification, the incumbent shall be transferred to the new job by using the promotion rule.
- (c) Retroactive entitlement, based on the step to step method, 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.

- (i) 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 (1) 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 (1) year or more prior to the date of the first discussion.
- (ii) 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.
- (iii) Retroactive entitlement in Subsection (i) above shall be as set out in the Union Clerical-Technical Job Evaluation Manual. However, employees who provide relief in a position that is upwardly reclassified for a period of three (3) consecutive months or more shall be entitled to full retroactivity for the period of time spent in the job during the challenge and/or Management review period.
- (iv) 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.

(d) Interest Penalties for Retroactive Payments

If retroactive payments are required as a result of any settlement (i.e., arbitration, reclassification), the company will endeavour to make payments within sixty (60) days of the signing of the settlement. If these payments are not made within sixty (60) days, the company agrees to pay interest on the outstanding amounts as of the 61st day to the employees at a rate of 2% above prime. For each further delay of 30 days, the interest rate will increase by an additional 2%. Exceptions will be jointly agreed to by the parties.

5.9.8 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:

(a) 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.,

$$Fh = \sqrt[n]{\frac{R_t}{R_s}}$$

(b) Advancement Through Training Situations

- (i) A trainee will (subject to Subsections (ii) and (iii) 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.
- (ii) 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.
- (iii) 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 4.1. Such a delay may take place on one (1) occasion only throughout the training program.
- (iv) 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.
- (v) 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.
- (vi) 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.

(c) 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 5.9.8 (a)] 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.

(d) 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.

5.9.9 Clerical-Technical Job Evaluation Plan

(a) 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.

(b) Downward Restructuring Rule

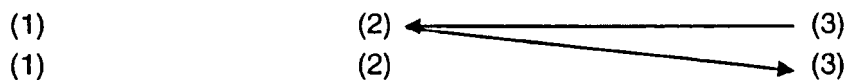
This provision shall apply to incumbents whose jobs are covered by the Clerical-Technical Job Evaluation Plan.

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:

- (i)** The incumbent's salary dollars (rate) shall be held constant, except for increases referred to in Subsection 5.9.9 (b) (iv) commencing on the date of issue of the Advice of Rating form issued by the Company.
- (ii)** Annually thereafter, the incumbent shall have his/her rate reduced by one (1) progression step in the manner portrayed by the chart below.
- (iii)** The above process shall continue until the maximum dollars in the salary range for the restructured job are reached.
- (iv)** In the foregoing process of reduction, current salary schedule dollars shall be used. These include general negotiated increases and cost of living increases.

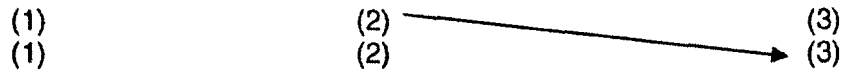
(v) Reduction of One Salary Grade

(a) Incumbent is in 3rd progression step⁴

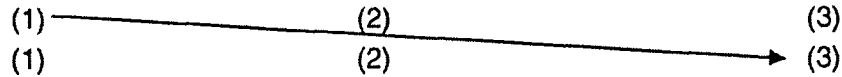


(b) Incumbent is in 2nd progression step⁵

⁴ On the date of issue of the Advice of Rating form.

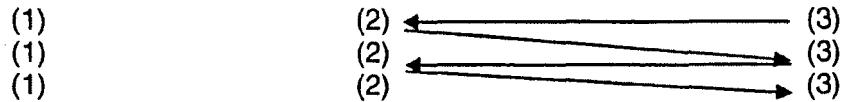


(c) Incumbent is in 1st progression step'

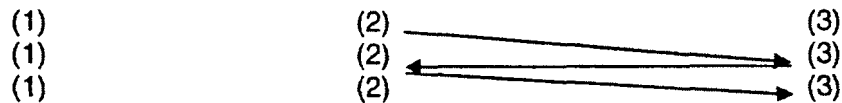


(vi) **Reduction of More than One Salary Grade**

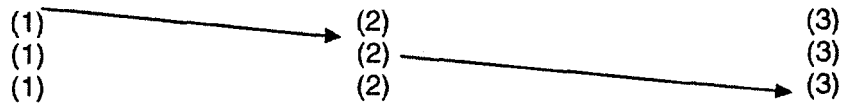
(a) Incumbent *is* in 3rd progression step'



(b) Incumbent is in 2nd progression step⁸



(c) Incumbent is in 1st progression step⁹



5.10 PROMOTION RULE

5.10.1 General – Promotion Rule for 35 and 37.5 Hour Workers

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**.

5.10.2 The Promotion Rule - for 35 and 37.5 Hour Workers

(a) **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.

⁵ ibid
⁶ ibid
⁷ ibid
⁸ ibid
⁹ ibid

(b) 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.

5.10.3 Administration of the Rule – for 35 and 37.5 Hour Workers

(a) 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 5.10.3 (d)].

(b) 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.

The rule does not apply in the case of a weekly-salaried employee being promoted to an hourly job.

(c) 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:

- (i)** Continue to be paid the special rate, or
- (ii)** 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.

(d) 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.

(e) 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.

(f) Progression Following Promotion

Progression dates shall be calculated from the date of appointment, promotion or 30 days after accepting a new position and where the successful applicant has not reported to the position. Subsequent salary adjustments shall occur at 12-month intervals from the appointment or promotion date.

5.10.4 Minimum Increase on Promotion – Operators

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.

5.11 PAYMENT FOR TEMPORARY INSTRUCTION

5.11.1 Daily Allowance

An allowance of \$50.00 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 (60) consecutive working days, to prepare for and/or deliver classroom instruction or group demonstration.

Instructors assigned beyond sixty (60) 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 (5) months in duration but not greater than eighteen (18) months shall be posted as Temporary Instructor vacancies (as per Part A, Item 4.12.4). 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 (5%) 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.

5.11.2 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 (1) 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.

5.12 HEADQUARTERS

5.12.1 General

Two (2) classes of headquarters are established by the Company: work headquarters and residence headquarters.

5.12.2 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.

5.12.3 Establishment of Headquarters

(a) 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 (3) 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 premium rates for work performed from the temporary work headquarters until the notice period has expired. This provision does not apply to travelling crews.

(b) 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 there 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 so designated, Labour Relations shall advise the Union.

NOTE

The Union need not be advised on individual moves from one established residence headquarters to another.

5.12.4 Change of Headquarters Upon Transfer

(a) Advice of Headquarters

An employee shall be advised, when employed or transferred, of the location of his/her residence and work headquarters.

(b) Notice of Transfer

When employees with more than one (1) month's service are transferred and a change of residence headquarters is involved, a minimum of one (1) 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.

(c) 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 (6) months.

Living in Trailers: For those employees living in household trailers, moves for lesser periods than six (6) months may be authorized at the discretion of the division or region concerned, bearing in mind the distance and economics involved.

5.13 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:

- 5.13.1** 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.
- 5.13.2** 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 (5) hours; both preceding, during and subsequent to the travelling period, but excluding meal periods (one (1) hour each) occurring during the waiting period.
- 5.13.3** 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 (1) hour each) be subject to compensation.
- 5.13.4** Normally selection interviews are conducted during employee's normal working hours. If the interview and/or travelling time extends beyond normal quitting time or, 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.
- 5.13.5** No compensation for travelling time outside the normal working hours shall be made in the following circumstances:
 - (a)** For the first three (3) 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 (5) days or more. Payment for periods beyond the first three (3) 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 a 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 5.19.

- (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.

5.13.6 Where the Company normally provides transportation facilities between residence headquarters and work headquarters for normal daily hours an employee required to work extension overtime, either immediately preceding or following the normal scheduled hours, will be provided free return transportation between residence headquarters and work 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.

5.14 COMPENSATION FOR TRAVELLING EXPENSE

5.14.1 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:

- (a) Where the temporary work headquarters is less than 40 road kilometres from the regular work headquarters: - \$14.00.
- (b) Where the temporary work headquarters is 40 road kilometres but less than 56 road kilometres from the regular work headquarters: - \$16.00.
- (c) Where the temporary work headquarters is 56 road kilometres but less than 80 road kilometres from the regular work headquarters: - \$22.00.
- (d) Where the temporary work headquarters is 80 road kilometres but less than 105 road kilometres from the regular work headquarters: - \$28.00.
- (e) Where the temporary work headquarters is 105 road kilometres or more from the regular work headquarters: - \$34.00.

The daily travel expense 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.

In addition to this daily travel expense, the employee shall be:

- (i) 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.

- (ii) Entitled once every two (2) weeks to payment for actual time spent travelling at straight time up to a maximum of three (3) hours each way between temporary headquarters and regular work headquarters.

While an employee is in receipt of benefits under Section 5.14, he/she will not be entitled to any of the provisions as set forth in Section 5.19.

5.14.2 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.

5.14.3 Daily Travel Expense Exception

When employees are directed to work at a temporary work headquarters as in Section 5.14.1 or 5.14.2 and the Company provides a vehicle for daily transportation, the above daily travel expenses shall be reduced by 50 percent (50%).

5.15 TRANSPORTATION TO OUTLYING STATIONS

Transportation to outlying stations shall be in accordance with Mid-Term Agreement PW-8.

Employees at the Bruce Site who avail themselves of the bus service shall be charged a standard fare of \$2.00 each way and \$4.00 per round trip.

The kilometre rates applicable under Mid-Term Agreement PW-8 shall be two-thirds ($\frac{2}{3}$) of the current Company kilometre rate.

5.16 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.

5.17 KILOMETRE RATES

Kilometre rates paid to employees using their automobiles on Company business shall be as follows:

- 5.17.1 The rate paid per kilometre is related to changes in the Private Transportation Index component of the Consumer Price Index of Canada.
- 5.17.2 Future increases of one cent (\$0.01) 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.
- 5.17.3 Conversion factor is 1 mile = 1.6 km.
- 5.17.4 A decline in the index below the level of a previously surpassed trigger point for two (2) or more consecutive months will result in a reduction in the paid rate to the appropriate amount.
- 5.17.5 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.
- 5.17.6 The additional payment for hauling household trailers will be nine cents (\$0.09) per kilometre. The payment for hauling smaller trailers (camper, ski-doo, boat, etc.) will be three cents (\$0.03) per kilometre.
- 5.17.7 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.

5.18 TRANSPORTATION AND MOVING EXPENSES

5.18.1 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 5.18.5 (c), Time Off For Move.

5.18.2 Notice of Transfer

Refer to Section 5.12.4 (b).

5.18.3 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.

5.18.4 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.

NOTE

In exceptional cases, as part of the employment agreement, the Company 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 (2) years' service or on the final move to a regular position.

5.18.5 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 (2) 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 5.18 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.

- (a) Transporting the employee and family.

- (b) 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.

NOTE

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,

- (c) 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 or board and lodging allowance for the employee as applicable under Part A, Section 5.20.

For regular employees living in household trailers, moves for lesser periods of time than six (6) 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 (2) 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 (1) day off with pay to assist in the move.

NOTE

Extension of this time off with pay will be at the discretion of the Company.

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. The Company, at their 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 (2) 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:

- (i) 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).
- (ii) The Company will reimburse the employee for standard brokerage fees up to **\$11,500.00** related to the sale of the old principal residence.
- (iii) 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.
- (iv) 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 (35feet) in length], he/she is considered to have sold his/her residence.
- (v) When an employee's actual cost exceeds the maximum allowed in either (i) or (ii) 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 (1) year of the date of the employee's transfer. Extension of this time period shall be at the discretion of the Company.

Moves resulting from a demotion for cause.

5.18.6 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:

(a) Application

- (i) The housing assistance plan applies to regular employees eligible under **Item 5.18.5** who are subject to a forced transfer or who have received a written declaration that they are surplus.
- (ii) 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 5.18.6 (a) (iii)**.
- (iii) 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.

(b) Purchase Guarantee

- (i) The Company will provide a purchase guarantee based on an appraisal of the property's current worth by a group of up to three (3) 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.
- (ii) 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 (1) year of the employee's transfer to the new work location, and the employee is prepared to abide by **Subsection 5.18.6 (b) (iv)** and **Subsection 5.18.6 (c) (i)**.
- (iii) 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 **5.18.6 (e) (iii)**.
- (iv) 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.

(c) Listing of Property

- (i) If an employee chooses to participate in the Housing Assistance Plan, by accepting the Purchase Guarantee, the employee will immediately list the property for 90 days on **MLS** (where such service is available) at a price not exceeding **107%** of the guaranteed price.
- (ii) 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.

- (iii) 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.
- (iv) 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.

(d) Sale of Property by the Company

- (i) 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.
- (ii) 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.
- (iii) 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.
- (iv) In consideration of the payment to the employee of the amount established in Subsection 5.18.6 (d) (ii), 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.

(e) Advance of Equity

- (i) 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.
- (ii) 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 (5) 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 [5] 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 (5) days of the sale of the former residence, or within 90 days from the date of issue of the Advance, whichever comes first.

- (iii) 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 [5] 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 [6] months) from date of issue of the Advance, whichever comes first.

(f) 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 (4) 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 (10) 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.

5.18.7 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 5.18.5 or 5.18.7, 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.

5.18.8 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 Company.

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:

- (a)** When a regular employee lives in a trailer and moves it to the new residence headquarters by car, payment shall be:
 - (i)** In addition to the authorized car kilometre rate, a sum equal to nine cents (**\$0.09**) per kilometre for moving by the shortest practical route between the two residence headquarters.
 - (ii)** Normal living expense en route for the employee and immediate family.
 - (iii)** The special trailer allowance of **\$150.00** will be paid

NOTE

Incidental out-of-pocket moving expenses will not be paid.

- (b)** 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:
 - (i)** The Company will arrange for the moving of the trailer by the most economical method.
 - (ii)** The employee will be responsible for arranging a new location for the trailer.
 - (iii)** The employee and/or family will not occupy the trailer while in transit.
 - (iv)** 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.

- (v) The special trailer allowance of \$150.00 will be paid where applicable.
- (c) When an employee who lives in a trailer, decides to live in a house at the new location:
 - (i) Personal effects and furniture excluding the trailer will be moved.
 - (ii) The employee and family will be supplied transportation in the usual manner.
 - (iii) 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.
- (d) When an employee who lives in a house decides to live in a trailer at the new location, payment shall be either:
 - (i) Moving expenses for furniture and family, but not trailer, if the employee desires the furniture shipped, or
 - (ii) Expenses as outlined in residence headquarters Subsections (a) and (b), if furniture is moved in the trailer.
 - (iii) 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 5.18.5.

5.18.9 On Retirement

A regular employee on retirement shall be reimbursed under Subsection 5.18.5 and 5.18.7, 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:

- (a) A house or trailer is occupied on Company property or a site under the Company's control; and
- (b) The Company requires the move.

5.18.10 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.

5.18.11 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 (1) month. He/she shall be entitled to an allowance of \$50.00 each day he/she is eligible thereafter.

5.19 RETURN TO RESIDENCE HEADQUARTERS

5.19.1 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.

5.19.2 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 (4) months from the date of transfer to the new residence headquarters unless extension is authorized by the Company.

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.

5.19.3 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 5.19.5 (b) 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 (8) hours each way.

5.19.4 Assignments to Training Courses

Employees assigned to temporary work headquarters for training courses of five (5) 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 (3) hours of travelling time each way. Payment for periods beyond the first three (3) hours will be at straight time rates up to a maximum of a normal day's basic pay.

5.19.5 Qualifications to Above Policy

The return trips mentioned in Section 5.19.1, will be granted subject to the following conditions:

(a) 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.

(b) 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.

(c) 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.

(d) 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.

5.19.6 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.*

5.20 BOARD AND LODGING

5.20.1 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 5.12.

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 (1) month.

For periods of time up to one (1) month, the employee is entitled to submit an expense report for actual expense incurred.

5.20.2 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 Company.

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 Company. 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.

5.20.3 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 (3) 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 or board and lodging allowance due to change in residence headquarters in accordance with Section 5.20.4.

5.20.4 Change of Headquarters

(a) Regular Employees – Householders

A regular employee shall be paid expenses up to a maximum period of four (4) months as follows:

Actual expenses for up to one (1) 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 5.18.

Extension of Allowance: Payment of any allowance beyond the period of four (4) months must be authorized by the Company.

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.

(b) 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 (1) month, after which no allowance will be made.

(c) 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 5.20.4 (b).

(d) 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.

5.21 TIME CHARGES – UNION ACTIVITIES

5.21.1 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.

5.21.2 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 (5) consecutive days.

5.22 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.

5.23 PERSONAL TOOLS

5.23.1 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.

5.23.2 Tool Replacement/Upgrading

Each employee, as described in 5.23.1, will be allowed 8% of the personal tool list retail price calculation per calendar year for tool replacement or upgrading based on his/her 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 (1) 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.

5.23.3 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 5.23.2.

5.24 SPECIAL CLOTHING FOR EMPLOYEES

5.24.1 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.

5.24.2 Special Clothing That May Be Provided at Company Expense

The Company shall supply special wearing apparel where it is required at no cost to the employee. 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.

(a) 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.

5.24.3 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:

- (a) 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.
- (b) 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.
- (c) All clothing furnished by the Company will remain the property of the Company and must be clearly and prominently marked for easy identification.
- (d) 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 on such loss.

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:

(e) 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.

Employees in the following classifications will be provided with a \$200 allowance annually to offset the cost of cleaning their uniforms:

- Nuclear Security Officers
- Emergency Services Maintainer
- Communications Co-ordinators

(f) 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 normally work indoors but who are occasionally required to work out of doors under adverse weather conditions, as 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.

(g) 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.

(h) 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-coated 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 herbicides.

Because of the fire hazard in welding and the destructive nature of the work, welders' aprons, armlets and gauntlets may be provided.

(i) 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:

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

The dollar limits (actual cost) are:

(a) 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 (2) pairs in one (1) calendar year,
one (1) pair to a maximum of \$250, and
another pair to a maximum of \$200

(b) A dollar limit of \$200.00 for each pair will apply to others who choose or are required to wear CSA approved ESR protective footwear.

(c) 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 \$100.00 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 (1) pair in each six-month period.

A limit of two (2) pairs of safety shoes or boots per person will be subsidized in a calendar year.

These actual cost maximums include applicable taxes.

5.25 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.

5.26 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.

5.27 TIME CHANGE – SHIFT WORKERS

When the clocks are changed due to daylight saving time, the following principles will apply:

5.27.1 Employees who are scheduled to work during the affected hours will work a shift which is either shortened or extended by one (1) hour.

5.27.2 Payment for the shortened shift will remain as normal hours worked, reflecting no penalty to employees. Payment for the extended shift will have the hours credited to RWE entitlement at the appropriate rate for normal hours worked or for those employees who have opted out of RWE, payment at the appropriate rate will be made.

5.28 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.

5.29 BI-WEEKLY PAY DAYS

5.29.1 Salaries and wages of all employees throughout the company covered by this agreement, unless otherwise stated, shall be paid once every two (2) weeks 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.

5.29.2 Existing employees who were paid the equivalent of one (1) week's base pay during the transition from weekly pay to weekly direct deposit pay will have the amount of this one (1)

week payment deducted from their final payment of salaries and wages from the Company (i.e., termination, retirement, etc.).

5.30 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.

- (a)** The **PWU** maintains the right of representation for members performing work on such projects.
- (b)** 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, Bruce Power may require labour contract flexibility.
- (c)** The Sector Vice-president and Bruce Power 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.
- (d)** The proposed labour terms and conditions for Ontario-based work for a particular international project will be submitted by Bruce Power to the **PWU** Sector Vice-president for review. Where the principles (jointly developed under **Item c**) 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 Bruce Power within **48** hours of the issues to be addressed, will negotiate with Bruce Power 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.
- (e)** In the event of applying Article **11**, employees who accept temporary Bruce Power 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 Bruce Power assignments to exercise their redeployment rights unless **OHII** 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.
- (f)** Bruce Power's use of external resources to perform international project work outside the **PWU**'s jurisdiction does not invoke the terms of Article **12**.

NOTE

Bruce Power management will meet with the appropriate Sector Vice President to define that work to which Article **12** does not apply.

5.31 PLASTIC SUITS

When an employee is required to work in plastic, abrasive blasting, flame spraying, high pressure water cleaning, chemical or fire retardant suits of the fully enveloping type with

independent air supply, he/she shall receive a special allowance of \$16.00 per day. For the purposes of this item, a day shall 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.

5.32 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:

- (a) Individuals and groups should receive equitable development opportunities and treatment.

In the event that an employee cannot be released as requested, the appropriate Executive Team Member will meet with the Chief Steward to discuss and disclose all details with a view to resolving the issue.

- (b) 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.

- (c) 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.

Reimbursement is conditional upon satisfactory course completion and a passing grade where applicable except where the course is taken at the request of Management.

5.33 RADIATION

5.33.1 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.

5.33.2 Access to Radiation Records

Each employee shall have access to his/her personal radiation dose records.

5.33.3 Ionizing Radiation

The Union Office will be supplied with one (1) copy of the Radiation Protection Requirements and one copy of the Radiation Protection Procedures Manual, and all revisions to these Requirements and Procedures.

5.33.4 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.

5.33.5 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.

5.33.6 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 (6) months or less, and
- (b) the employee will have no more than three (3) such re-assignments, and
- (c) Exceptions to the above may be granted at the discretion of The Company's Chief Physician.

5.33.7 Although every effort shall be made to minimize disruption to the continued training and development of the employee in her chosen career, it is 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.

5.33.8 Dose Limits

Bruce Power 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 A, Item 5.33.8, 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.

5.34 EMERGENCY RESPONSE ORGANIZATION

- 5.34.1** As part of their normal duties, all employees may be required to take action in response to emergencies.
- 5.34.2** Although membership of the Volunteer Emergency Response Team (VERT) is voluntary, the Company reserves the right to appoint members if sufficient volunteers are not available.
- 5.34.3** Qualified designated members of the Volunteer Emergency Response Team shall receive \$2000.00 annually on their anniversary of becoming a team member.
- 5.34.4** Employees who have been assigned the following ERO positions (OSST Captain, OSST, OSST (driver), SRC, EERT/MART, Chem Tech – MART, NO (U)-Mart) will receive an ERO premium of \$0.65 per hour worked while performing ERO duties during practices, drills, training or events, and when they are specifically designated as part of the ERO shift complement. 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.
- 5.34.5** Persons acting as OSST Captains on either drills, training or events shall be paid \$1/hr in addition to their normal pay on that shift, in addition to the \$0.65 per hour premium referenced in 5.34.4.

5.35 JOINT COMMITTEES

5.35.1 Joint Pension and Insurance Committee

NOTE

Nomenclature and participation on this Committee are subject to change pending the implementation of amendments to the Bruce Power Pension Plan. The parties agree to revise this item as necessary for the next printing of the Collective Agreement.

- (a) 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:
- (b) 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 (3) PWU members
 - three (3) Bruce Power management members

Each party will have the right to have a reasonable number of resource personnel attend the meeting.

The chair will rotate between Bruce Power 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 Bruce Power.

- (c) **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

- (i) Monitor Bruce Power's administration of the Pension Plan as established under the associated regulations and rules, and other applicable legislation.
- (ii) Make recommendations respecting the administration of the Pension Plan.
- (iii) Promote awareness and understanding of the Pension Plan on the part of Plan members.
- (iv) Review the Bruce Power's approved annual financial statements and investment performance.
- (v) Review the Bruce Power's approved Actuarial Valuations of the Pension Plan and discuss the need for assumption changes.
- (vi) 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.
- (vii) 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

- (i) Review the financial position, premiums and taxable benefits of the life insurance provisions of the Plan.
- (ii) 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.

5.35.2 Joint Health and Safety Consultation

The parties will consult regularly on corporate level employee health and safety matters. The following two (2) joint committees will be established to facilitate this consultation.

(a) Joint Policy Committee on Health and Safety

(i) 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.

(ii) 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.

(iii) 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) Review any changes to safety-related legislation and provide direction to the corporate executive to ensure that safety policies, programs and processes meet legislative requirements, employee health and safety at work is assured, and that safety performance is continually improved.
- (d) Evaluate existing policy and advise the corporate executive on recommended changes. This function applies particularly to safety rules and work protection code.
- (e) Develop Joint Policies on Health and Safety
 - Authority to **Stop Work**.
- (f) The committee will meet once a year or as mutually agreed.

(b) Joint Health and Safety Working Committee

(i) Goal

Provide recommendations to assist the Health and Safety Division in the development, implementation and evaluation of corporate employee health and safety policy and programs.

(ii) 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 **(8)**.

(iii) 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.

(c) Joint Trades Classification Committee

A joint committee shall be established on the following basis:

- (i) Name:** Joint Trades Classification Committee.
- (ii) Personnel:** Maximum of three (3) appointees from each party.
- (iii) 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 **(1)** month after the settling of the 1972 Collective Agreement and shall meet regularly until the task is completed.

- (iv) 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.

- (v)** A copy of all occupational definitions will be made available to each employee through his/her contact supervisor.
- (vi)** 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.

(d) Joint Committee on Radiation Protection

A joint committee shall be established on the following basis:

(i) Name: Joint Committee on Radiation Protection.

(ii) 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.

(iii) Structure:

(a) Chair: The chair shall rotate on a yearly basis between Management and a PWU Executive Representative.

(b) Members:

- Six **(6)** Management representatives
- Eight **(8)** PWU Members which would include:
 - Sector Vice President
 - PWU Sector Staff Officer
 - PWU Radiation Safety Tech
 - PWU Maintenance
 - PWU Operator
 - PWU Health and Safety Rep
 - PWU Chief Steward
 - PWU Modification/Technician
- Two **(2)** 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.

(d) Functions: Provide, with respect to employee and public health and safety, group recommendations on improvements to the radiation safety program to the Company, 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.

- (e) **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.

(e) Joint Employment Equity/Diversity Committee

- (i) **Goal:** To provide a joint forum for work on Bruce Power Corporate Employment Equity, Human Rights and Diversity policies and/or associated corporate issues.
- (ii) **Personnel:** (a) The committee will be structured to provide broad representation from the Company and the PWU. Up to six (6) 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.
- (iii) **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 Vice President, Bruce Power 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.
- (iv) Management is responsible for time and expenses, except for union staff time associated with this committee.
- (v) **Reference:** Terms of Reference, Tripartite Diversity/Employment Equity Team.

(f) Joint Employee and Family Assistance Committee

A joint committee will be established on the following basis:

- (i) **Name:** Joint Employee and Family Assistance Working Committee
- (ii) **Goal:** Provide recommendations to assist the Company and the Union in the development, implementation and evaluation of employee and family assistance policy and programs.
- (iii) **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 (1) staff advisor
Two (2) Society representatives

(c) Secretary: The secretary shall be supplied by the Company.

(iv) Function:

- (a)** Participate in the identification of problems and issues of significance in employee and family assistance policy and practices.
- (b)** Participate in the development, promotion and implementation of employee and family assistance programs throughout the province.
- (c)** 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.
- (d)** The committee will normally attempt to resolve issues of mutual interest before seeking intervention by the Senior Joint Union/Management Committee.

(g) Joint Committee on Security Issues

(a) Goal:

To provide recommendations to assist Bruce Power and the Power Workers' Union in the development, implementation and evaluation of security policies and programs.

(b) Personnel:

Representatives from Bruce Power
Power Workers' Union Representative (Chief Steward)
Power Workers' Union Security Representatives

(c) Function:

- (i)** Participate in the identification of problems and issues of significance in security policy and practices.
- (ii)** Participate in the development, promotion and implementation of security policy and practices.
- (iii)** On an ongoing basis, study, develop and make recommendations for change to security policy and practices.
- (iv)** The committee will normally attempt to resolve issues of mutual interest before seeking intervention by the JWP.

(h) Joint Committee on Shift Issues

(a) Goal:

To review issues associated with staff required to work rotating shifts and make recommendations to the Joint Working Party regarding schedules and strategies which will minimize potential health and safety impacts of shift work on staff.

(b) Personnel:

Representatives from Bruce Power

Power Worker's Union Representatives

(c) Terms of Reference:

Provide recommendations regarding minimizing the impact of shift work on those staff required to work rotating shifts. These could include such things as preferred shift rotational patterns, diet, sleep patterns, exercise regimens, special training, support resources, etc.

5.36 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.

5.37 DISTRIBUTION OF AGREEMENT AND WAGE SCHEDULES

Any outstanding bargaining items must be addressed within three (3) months of ratification unless a new date is jointly agreed to.

This agreement shall be printed on site in a timely manner and made available by the Company to the Union in sufficient quantities.

This collective agreement will also be placed on the Intranet and the Union will encourage electronic usage.

5.38 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.

5.39 MEMBERSHIP LISTS

The Employer will supply all Chief Stewards with a monthly list of all Union members' names in their unit. In order to facilitate this, the Union will inform the Employer of any changes to the Chief Steward list or changes to their respective jurisdiction.

The Company will supply to the Union Office (Toronto), a computerized list of all PWU members, including Appendix "A" employed by Bruce Power on a monthly basis subject to Legislative, CNSC or Security sensitive requirements. The database will include the following fields:

- Last Name
- First Name
- Initial(s)
- Employee Number
- e ECD
- e Occupation Code
- Title
- Building Code
- e Status (Regular, Part Time, etc.)
- BNGS
- Years of service

5.40 COLA DIFFERENTIAL

SUSPENDED FOR THE TERM OF THE COLLECTIVE AGREEMENT

6.0 SPECIFIC EMPLOYEE PROVISIONS

6.1 CHEMICAL TECHNICIANS

The normal hours of work for all chemical technician positions shall be **40** hours per week.

6.1.1 The following items as set out **will** not apply to the position of chemical technician:

- (a) Sections 6.6 and 6.7 - Supervisors.
- (b) Section 4.12.7 (a) - Selection to/Acting in Vacancies.

6.1.2 The following items as set out will apply to Chemical Technicians:

- (a) Section 5.8 - Relief Work.
- (b) Section 4.12.6 - Clerical – Technical Provisions
- (c) Section 4.12.6 (a) - Posting Procedures.
- (d) Section 5.9 - Clerical Technical **Job** Evaluation.
- (e) Section 5.10 - Promotion Rule.

6.2 COMMUNICATIONS CO-ORDINATORS

By agreement of both parties this language - Part A Item 6.2 [6.2.1-6.2.4(d)] has been suspended. This item will not appear in the printed copy of the Collective Agreement.

6.3 NUCLEAR SECURITY OFFICERS/NUCLEAR RESPONSE TEAM

6.3.1 Applicable Provisions

The following sections shall apply to Nuclear Security Officers/Nuclear Response Team.

5.1	Salaries and Wages
5.2.6, 5.2.7	Hours of Work
5.3.7	Shift Differential
5.4.1, 5.4.4, 5.4.5 (i), 5.4.8 except 5.4.5 (i) (viii)	Overtime
5.3.10	Premium Payments
4.4.4	Vacation - Shift Workers
5.31	Plastic Suits
5.8.3	Relief Work
5.24	Special Clothing
4.12.7 (a)	Selection to/Acting in Vacancies
5.5	Provision of Meals
5.33	Radiation
5.32	Personnel Development (Training and Experience)
5.8.1	Principles re: Resourcing for Relief, Acting & Temporary Assignments
5.8.2 (a – e)	Relief Work
4.12.6	Clerical Technical Provisions
5.9	Clerical-Technical Job Evaluation
5.10	Promotion Rule

6.3.2 Equivalent Time Off (ETO)

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.

6.3.3 Fitness Facility Membership/Fitness Bonus Structure

In recognition that the Company provides financial assistance to all PWU members for fitness membership under the Healthy Wellness Committee (30% of cost up to \$200.00). The parties agree that any Security staff that have been compensated under the Security fitness reimbursement program cannot avail themselves of the additional 30% from the Healthy Wellness Committee.

The following subsections shall only apply to Nuclear Security Officers and Nuclear Response Team Officers or other Nuclear Security employees as applicable.

- (a) All regular Security employees will be eligible for financial assistance upon joining a fitness facility based upon the jointly agreed financial average costs within the agreed Zones identified below. The maximum reimbursement is the average cost for ongoing basic membership in a fitness facility on a yearly basis (receipts required).

Zone 1 : Port Elgin \$350.00
Zone 2 : Kincardine \$380.00
Zone 3 : Owen Sound \$490.00
Zone 4 : Durham \$360.00

Employees living outside these zones **will** receive the financial assistance associated with the zone that is the most direct route from where they reside. An example for clarity, if you reside in Toronto then the applicable zone would be Zone 1, Port Elgin.

Other Zones may be added with agreement between the PWU and Management.

The approved rates will be reviewed annually between the PWU and Management and the agreed average financial assistance within the agreed zones will be adjusted accordingly.

The financial assistance clause for fitness facility membership reimbursement will only sunset upon agreement of both parties (PWU and Management).

- (b) Incumbent Security employees with medical restrictions will be accommodated in the Security Department in so far, as is possible. Positions suitable for medically restricted employees will be identified. Current **MRAW** employees expressing a wish to leave the Department will be assisted through the rehabilitation process as outlined in the Collective Agreement.

Upon joint agreement of the parties (PWU and Management), once the incumbent Security employees with medical restrictions have been dealt with as per the Collective Agreement this provision will sunset.

- (c) The parties (PWU and Management) agree that the participation in the fitness bonus award testing is on a voluntary basis and not a requirement of the **job** document or CNSC regulations.

A bonus for maintaining the fitness level (Ontario Police Fitness Award (PIN)) of the PWU represented NRT who hold current CNSC NRT qualifications will be as follows:

The bonus will be structured on a yearly basis (Sept. – Sept.) and paid (successful completion of test on 1st attempt) out upon completion of the testing. The annual bonus test will be carried out during Sept. and the fitness bonus will be pro-rated for new hires between their start date and Sept. (ie: if a new employee starts in January they would receive 9/12 th's of the 1st year bonus upon successful completion). Management will provide one (1) month's notice of the fitness bonus test date to the affected Security staff.

- (i) \$2,000.00/year up to the completion of the 3rd year
- (ii) \$2,500.00/year up to the completion of the 4th and 5th years
- (iii) \$3,000.00/year for any additional years beyond the 5th year

Management will provide one (1) month's notice of the fitness bonus test date to the affected Security staff.

The fitness standard has changed as required by CNSC regulations. The bonus treatment of the NSO's will be moved to the NRT bonus structure and discussions will be held to determine where the employee will be placed on the bonus chart with joint agreement between the parties (PWU and Management).

The bonus structure will be jointly reviewed between the PWU and Management and will be amended to recognize changes in requirements by joint agreement.

(d) The selection priority for the PWU represented NRT positions will be:

- (i) Qualified* internal applicants as per Article 10
- (ii) Appendix "A", External applicants, Contract staff qualified* at the time of posting of the external vacancy. These applicants must apply to the external posting through the external hiring process of Bruce Power.

The PWU Appendix "A" members for the purposes of the selection to vacancies will be treated as per Part "B" Appendix "A" section 17.0 of the Collective Agreement.

These applicants will be given 1 month to complete the required CNSC testing on their own time and at their own expense.

* Based on Job specifications and CNSC requirements and training which may be subject to changes through due process.

6.4 CHRISTMAS SHUTDOWN FOR 37.5 HOUR WORKERS

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:

- (a) 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).
- (b) Applying next year's vacation entitlement (restricted to shutdown days only).
- (c) Requesting time off without pay (restricted to shutdown days only).
- (d) 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
More than 4 working days

October 15 to February 1
October 1 to March 31

- (e) The use of banked overtime hours as per Section 5.4.5 (f) (ii). The selection of 6.4 (d) 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.

6.5 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.

6.6 SUPERVISORY RESPONSIBILITIES FOR 40 HOUR TRADES WORKERS

Many factors are involved in trade supervision. The depth of involvement in these factors defines the level of supervision required. There are three (3) 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.

6.6.1 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 (1) 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.

6.6.2 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 (2) 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.

6.6.3 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.

6.6.4 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.

6.6.5 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.

6.7 PAYMENT FOR TEMPORARY SUPERVISION FOR 40 HOUR TRADES WORKERS

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 A, Sections 6.6.2 to 6.6.5. 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 6.6. 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:

- (a) Where a journeyperson is responsible for one (1) helper or one (1) apprentice, there shall be no payment for supervision.
- (b) Where two (2) 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.
- (c) Where a job, which is preplanned by a supervisor and which can be completed in one (1) 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 (2) 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 (4) 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 co-ordination of their activities is required, additional supervision will not be required, Where the job requires more than one (1) day to complete or is not preplanned, or is being performed by four (4) or more employees or where the assigned responsibilities exceed lead hand responsibilities, one (1) 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 (2) hours in a day he/she shall be paid the supervisory rate for a minimum of four (4) 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.

6.7.1 Schedule of Payment for Relief Supervision in an Established Position

When required to relieve in a union supervisory position for one (1) working day or more payments shall be made in accordance with Appendix G – Competency Based Progression Plan, Mid-term PWU-MT-0019 and PWU-LOU-008.

When required to relieve in a non-union supervisory position for a period of one (1) working day or more, payments shall be made in accordance with Section 5.8.4.

6.8 CERTIFICATION OPERATORS

6.8.1 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.

6.8.2 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.

6.9 AUTHORIZED NUCLEAR OPERATORS AND AUTHORIZED NUCLEAR OPERATORS IN TRAINING

Refer to Mid-Term PWU-MT-0026.

6.9.1 Authorized Nuclear Operator Retention of Authorization Policy

Refer to Mid-Term PWU-MT-0026.

6.9.2 Authorized Nuclear Operators in Training Increasing Capability Compensation Progression Policy

Refer to Mid-Term R-169.

6.10 NUCLEAR OPERATOR – PROGRESSION

6.10.1 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.

6.10.2 Nuclear Operators who fail to progress to Grade 02, Step 8 will be treated according to Part A, Item 4.1.1.

6.11 MAINTENANCE ASSESSING

Mechanical maintainers, civil maintainers and shift control technicians may be regularly required to perform DR assessing as a part of their normal duties as outlined in their respective occupational definition. It is understood that this allows the mechanical maintainer, civil maintainer and shift control technician 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(s). Some of these duties are common to maintenance, civil and control maintenance assessors and mechanical maintainer, civil maintainer and shift control technician journeypersons. It is inappropriate to pay mechanical maintainer, civil maintainer or shift control technician step up to the maintenance assessor classification for performing one or two of these common duties for a short period of time.

If the tradesperson is required to perform the duties of assessor, to the exclusion of his/her mechanical/civil/control maintenance duties for a period of one (1) day (8 hours) or more, step up to assessor will be paid. This might occur for temporary work or SAVH relief, or where a number of DR's are assessed by one individual on shift.

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. The number of positions in a department filled on a temporary basis will not exceed 50% of the positions filled on a regular basis. An employee will not be selected for these positions for two (2) 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 A, Item 5.2.6 (b).

If the supervisor of the maintenance assessor is a union supervisor, the supervisor is paid at the appropriate percentage above the journeyperson rate of the respective maintenance trades group.

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 in the respective maintenance trade group.

Selections will be made in accordance with Article 10.1.

6.12 CONTROL TECHNICIANS

The normal hours of work for all control technician positions shall be 40 hours per week.

6.12.1 The following provisions will not apply to shift control technicians:

Items 6.6 and 6.7 - Supervisors.

6.12.2 Relief

(a) 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.

(b) Where a shift control technician is required to relieve in a non-union supervisory position for a period of one (1) working day or more, he/she will be paid twenty-two percent (22%) above the respective journeyperson rate or five percent (5%) above their normal rate, whichever is greater.

6.12.3 Placement in Shift Control Technician Positions (Grade 03)

Employees from other classifications who are eligible to apply for shift control technician positions within Bruce Power 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.

6.12.4 Progressions

See Memorandum of Understanding dated February 23, 1987.

6.13 PROJECT CREWS

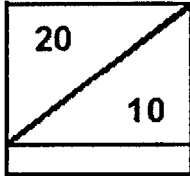
6.13.1 Project Crews will be staffed on a voluntary basis.

- 6.13.2** 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.
- 6.13.3** 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.
- 6.13.4** 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.
- 6.13.5** 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).
- 6.13.6** 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.
- 6.13.7** Shift differential (identified in Part A, Item 5.3.7) and payment for scheduled work on weekends and statutory holidays [identified in Part A, Item 5.3.10 (1) (a)] will be paid out on an as worked basis.
- 6.13.8** 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 installments in each pay cheque.
- 6.13.9** Any overtime above that required in 6.13.8 above will be paid at the appropriate premium rates.
- 6.13.10** 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 A, Item 5.2.6 (d).
- 6.13.11** 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.
- 6.13.12** 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.
- 6.13.13** 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.
- 6.14 REDUCED HOURS OF WORK FOR EMPLOYEES WHOSE NORMAL HOURS OF WORK ARE 40 PER WEEK (RWE)**

The base work week for 40 hour workers has been reduced to 39 hours per week.

- (a) The normal scheduled and paid hours of work will remain at 40 per week.

- (b)** Employees begin accrual for RWE effective January 1st of each year.
- (c)** Overtime rates will be paid for all hours in excess of normal scheduled hours.
- (d)** This banked time 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. Rules of usage to be treated similar to vacation time. Short notice cases will be treated on a case by case basis.
- (e)** Banked time may be taken off in one (1) hour increments.
- (f)** Any outstanding RWE an employee has at the end of the calendar year will upon employee request be paid out at the employee's base hourly rate. The employee must inform their supervisor in writing by November 1st if they wish to have their outstanding RWE paid out at year end.
- (g)** An employee may carry over up to 24 hours of a current year's entitlement into the following year. Any remaining entitlement beyond those 24 hours will be paid out to the employee at their base hourly rate at the end of the year in which it was accrued.
- (h)** If an employee terminates, unused banked time will be paid out at straight time rates.
- (i)** If an employee uses more than their accrued entitlement and then leaves a 40 hour job or terminates, the employee will be required to pay back the additional entitlement they had used.
- (j)** Banked time will not accumulate for any period of unpaid leave exceeding 40 consecutive scheduled hours. Scheduled days off will not be considered as breaking the consecutive nature of scheduled hours. Banked time will accumulate during a paid leave of absence and Pregnancy/Adoptive/Parental Leave.
- (k)** Upon initial hiring to a regular position, or a successful applicant moving from a 35 or 37.5 hour position to a 40 hour position, the employee will be given the choice of choosing to opt out of RWE and receive payment for the equivalent 2.5% that would be counted as pensionable earnings. This one time opportunity to opt out of RWE may be made by the employee anytime between 60 days after receiving the rate for the position and up to the first anniversary after receiving the rate for the position.



BRUCE POWER L.P. / POWER WORKERS' UNION
COLLECTIVE AGREEMENT
SALARY SCHEDULE 20
CLERICAL/TECHNICAL/TECHNOLOGIST
 -DOLLARS PER WEEK

COMPETENCY BASED PROGRESSION

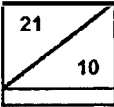
GRADE	STEP 1	STEP 2	STEP 3	UTL				
				STEP 20	STEP 21	STEP 22	STEP 23	STEP 24
68	1,998.28	2,062.06	2,125.83	2,168.35	2,210.86	2,253.38	2,295.90	2,380.93
67	1,885.17	1,945.34	2,005.50	2,045.61	2,085.72	2,125.83	2,165.94	2,246.16
66	1,778.64	1,835.40	1,892.17	1,930.01	1,967.86	2,005.70	2,043.54	2,119.23
65	1,678.34	1,731.91	1,785.47	1,821.18	1,856.89	1,892.60	1,928.31	1,999.73
64	1,583.85	1,634.40	1,684.95	1,718.65	1,752.35	1,786.05	1,819.75	1,887.14
63	1,494.87	1,542.58	1,590.29	1,622.10	1,653.90	1,685.71	1,717.51	1,781.12
62	1,411.12	1,456.15	1,501.19	1,531.21	1,561.24	1,591.26	1,621.29	1,681.33
61	1,332.23	1,374.75	1,417.27	1,445.62	1,473.96	1,502.31	1,530.65	1,587.34
60	1,257.92	1,298.06	1,338.21	1,364.97	1,391.74	1,418.50	1,445.27	1,498.80
59	1,187.94	1,225.86	1,263.77	1,289.05	1,314.32	1,339.60	1,364.87	1,415.42
58	1,118.68	1,154.38	1,190.08	1,213.88	1,237.68	1,261.48	1,285.29	1,332.89
57	1,053.54	1,087.17	1,120.79	1,143.21	1,165.62	1,188.04	1,210.45	1,255.28
56	992.13	1,023.80	1,055.46	1,076.57	1,097.68	1,118.79	1,139.90	1,182.12
55	934.38	964.20	994.02	1,013.90	1,033.78	1,053.66	1,073.54	1,113.30
54	879.96	908.05	936.13	954.85	973.58	992.30	1,011.02	1,048.47
53	828.67	855.11	881.56	899.19	916.82	934.45	952.08	987.35
52	780.44	805.34	830.25	846.86	863.46	880.07	896.67	929.88
51	734.92	758.38	781.83	797.47	813.10	828.74	844.38	875.65

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This schedule is applicable to positions established as having a 35 or 37-1/2 hour basic work week.

NOTE: All progressions shall be in accordance with Item 4.1 of Part A.

Compensation & Benefits
 Effective: January 1, 2010
 Revised:



**BRUCE POWER L.P. / POWER WORKERS' UNION
COLLECTIVE AGREEMENT
SALARY SCHEDULE 21
WEEKLY SALARIED POSITIONS
- DOLLARS PER WEEK**

GRADE	DESCRIPTION	STEP 0	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	COMPETENCY BASED PROGRESSION					
											STEP 20	STEP 21	STEP 22	STEP 23	STEP 24	STEP 25
01	Administration Business Support Representative - 32 Hour, Administrative Assistant/ Clerk I - Administration (1)	1,054.54	1,110.71	1,190.07	1,338.21							1,364.97	1,391.74	1,418.50	1,445.27	1,498.80
III	Business Support Representative - 40 Hour (1)	1,391.74	1,437.83	1,483.51	1,529.39							1,559.98	1,590.57	1,621.15	1,651.74	1,712.92
a1	Payroll & Accounting Services Specialist (1)	1,238.41	1,277.95	1,317.49	1,338.19	1,374.75	1,417.27					1,445.62	1,473.96	1,502.31	1,530.65	1,587.34
	Technicians, Technologists & Drafters															
11	Draftsperson, Mechanical or Civil (3)	964.19	1,087.12	1,225.80	1,374.81	1,494.87	1,590.29					1,622.10	1,653.90	1,685.71	1,717.51	1,781.12
12	Draftsperson, Electrical (3)	964.19	1,087.12	1,225.80	1,374.81	1,494.87	1,590.29					1,622.10	1,653.90	1,685.71	1,717.51	1,781.12
U	Project Technician I - E&C - 37 1/2 Hour (3)	949.09	1,136.25	1,320.92	1,582.43	1,612.30	1,662.16					1,695.40	1,728.65	1,761.89	1,828.38	1,888.16
U	Facilities and Services Specialist					1,494.87	1,542.58	1,590.29				1,622.10	1,653.90	1,685.71	1,717.51	
15	Cost & Scheduling Technician					1,494.87	1,542.58	1,590.29				1,622.10	1,653.90	1,685.71	1,717.51	
16	Project Technician II - Mechanical or Civil - 37 1/2 Hour (3)	908.06	1,087.12	1,283.80	1,494.87	1,542.58	1,590.29					1,622.10	1,653.90	1,685.71	1,717.51	1,781.12
17	Technologist - Health Physics					1,583.85	1,634.40	1,684.95				1,622.10	1,653.90	1,685.71	1,717.51	
18	Engineering Technologist - Mechanical					1,678.34	1,731.91	1,785.47				1,621.18	1,656.89	1,692.60	1,749.32	
19	Nuclear Technologist					1,678.34	1,731.91	1,785.47				1,621.18	1,656.89	1,692.60	1,749.32	
20	Supplier Surveillance Technologist					1,778.64	1,835.40	1,892.17				1,930.01	1,967.86	2,005.70	2,081.39	
22	Radiation Protection Technician I - 40 hour	1,148.57	1,217.58	1,330.50	1,409.19	1,492.46	1,623.50	1,720.31	1,775.22	1,830.12			1,866.72	1,903.32	1,978.53	
23	Safety Technician - 40 hour					1,720.31	1,775.22	1,830.12				1,866.72	1,903.32	1,978.53		
24	Inspection Technician II	908.02	1,053.60	1,190.08	1,374.75	1,583.85	1,634.40	1,684.95				1,718.65	1,752.35	1,786.05	1,819.75	1,887.14
25	Inspection Technician III					1,678.34	1,731.91	1,785.47				1,621.18	1,656.89	1,692.60	1,749.32	1,819.75
26	Chemical Technologist	966.25	1,144.37	1,282.61	1,493.19	1,720.31	1,775.22	1,830.12					1,866.72	1,903.32	1,978.53	2,055.21
	SECURITY															
31	Nuclear Security Officer - 40 hour	1,302.29	1,343.86	1,385.42								1,413.13	1,458.55	1,496.25	1,551.67	
32	NRT Officer - 40 hour	1,408.67	1,453.63	1,498.59								1,528.56	1,558.53	1,588.51	1,618.48	1,678.42

Notes: Unless otherwise noted, all progressions to Journeyman level will be annual. All progressions shall be in accordance with item 4.1 of Plan A. Schedule 21 is used for positions that are evaluated under the Clerical/Technical Job Evaluation Plan (Plan "B"), but cannot remain on Schedule 22 or 43, due to any of the following agreed to situations, where there is a negotiated Journeyman Structure which extends across multiple grades, where special increases have been negotiated, or where the position has a negotiated competencies under C&F. These positions continue to remain under the Clerical/Technical Job Evaluation Plan (Plan "B").

Unless otherwise noted, all positions are 38 hours per week.

- (P) Progression for Business Support Representative, will be 6 months from Step 1 to Step 2, 16 months from Step 2 to Step 3, and 24 Months from Step 3 to Step 4.
- (Q) Progression for Payroll and Accounting Services Specialist will be 6 months from Step 1 to Step 2, 1 year from Step 2 to Step 3 and from Step 3 to Step 4, and 9 months from Step 4 to Step 5 and from Step 5 to Step 6.
- (R) Wage Maintenance/UTL applies to former Working Supervisor positions wage maintained in accordance with PNU-MT-2019.

Compensation & Benefits effective January 1, 2019
Revised:

BRUCE POWER L.P./POWER WORKERS' UNION
COLLECTIVE AGREEMENT
WAGE SCHEDULE 22 - NUCLEAR GENERATING STATIONS
 - Dollars per Hour

22
10

Page 1 of 3

OPERATORS - NUCLEAR ELECTRIC

GRADE	TRADE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10	STEP 11	STEP 12	STEP 13	STEP 14	STEP 15	STEP 16	STEP 17	STEP 18	STEP 19	STEP 20	
02	Nuclear Operator (1); (11); (12)	24.84	26.66	28.72	30.78	32.44	36.71	40.93	42.57	44.38	45.28	46.17	47.05	47.94	50.71	52.43	51.00	52.48	53.37	53.47	54.53	55.57
06	Supervising Nuclear Operator (10); (12) (maps to NO, hold for CNSC approval)						51.81													52.85	53.88	54.92
10	ANCOT per R-105-2, Section 2.0 Authorized Nuclear Operator (3)						52.96	56.03	58.49	61.57				62.80	66.26							
12	Certified Unit 0 Control Room Operator in Training per NUC-R-1008-1 (8)						52.09	53.19	54.30	55.41				56.52	58.73							
13	Defueled Reactor Panel Operator - PW-U-MT-0013													56.52	58.73					59.84	60.95	62.06
14	Fuel Handling Control Room Operator - PW-U-MT-0016						51.53	53.47	55.41					56.52	58.73					59.84	60.95	62.06
23	Chemical Operator (4)						31.44	33.68	35.25	37.30	38.05	38.79	39.54	40.28	41.78							

STEAM PLANT OPERATORS - BRUCE AUXILIARY STEAM PLANT

GRADE	TRADE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10	STEP 11	STEP 12	STEP 13	STEP 14	STEP 15	STEP 16	STEP 17	STEP 18	STEP 19	STEP 20	
30	BASS Operator						56.41							58.52	58.73				59.84	60.95	62.06	
33	Auxiliary Steam Plant Operator (5); (6); (11); (12)						43.15	44.39			45.28	46.17	47.05	47.94	50.71	51.18	51.00	52.48	53.37	52.21	53.20	54.25
35	Assistant Steam Plant Operator (7)						33.15	35.24	37.29							52.44						
38	Trainee Steam Plant Operator (8)						24.54	25.68	28.72	30.78												

- NOTE:** Except as below, progression will be in accordance with Item 4.0 Part A.
- (1) Progression at 6 month intervals to Step 4. Progression to Step 4 requires NO3. Progression to Step 5 requires NO3 G. Step 6 requires NO2 S. NO3 qualification and include appropriate management prescribed training programs.
 - (2) Progression in accordance with R-105-2 - 4.0. Step 4 requires holding current authorization.
 - (3) Grade 23 Step 1 requires SO-3. Grade 22 Step 3 requires SO-2.
 - (4) Progression to Step 2 requires 18 months at Step 1, a 3rd Class Stationary Engineer Certificate and completion of management prescribed training programs.
 - (5) Progression from Step 26 to 27 requires 24 months at Step 26, a 1st Class Stationary Engineer Certificate and completion of management prescribed training programs.
 - (6) Progression from Step 1 to Step 2 will be based on 1400 hour progression. Progression to Step 3 requires 24 months at Step 2, a 3rd Class Stationary Engineer Certificate and completion of management prescribed training programs.
 - (7) Progression at 6 month intervals to become Grade 35. Step 1 at the end of 24 months.
 - (8) Step 1 - Starting program and during General Phase. Step 2 - General phase completed and during Specific. Step 3 - Specific completed and during co-training. Step 4 - Certified Unit 0 Control Room Operator.
 - (9) All item 7 identifies classification to be obtained at completion of phase-in period, pending joint agreement.
 - (10) Age Maintenance JTL applies to former classifications of Fuel Handling SNO, Sr. Steam Plant Operator, Step 1 now Step 16 and Step 2 now Step 27.
 - (11) Wage Maintenance Multi-Trade applies to Age Maintenance classifications of Supervising Nuclear Operator, Sr. Steam Plant Operator, Fuel Handling SNO. Grade 32 Step 40 to 42 apply to Wage Maintenance Auxiliary Steam Plant Operator Step 26. Grade 33 Step 40 to 42 Apply to Wage Maintained Auxiliary Steam Plant Operator Step 27.

Compensation & Benefits
 Effective: January 1, 2010
 Revised:

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TRAINING TECHNICIANS

GRADE	JOB TITLE	STEP 1	COMPETENCY BASED PROGRESSION					CDB UTIL
			STEP 20	STEP 21	STEP 22	STEP 23	STEP 24	
60	Training Technician - Control Maintenance	48.85						48.83
61	Training Technician - Chemical	47.48						48.44
62	Training Technician - Mechanical	48.71						48.68
63	Training Technician - Civil	44.00						45.55
64	Training Technician - Operator Training Technician - Conventional Safety Training Technician - Health Physics Training Technician - Emergency Response	50.93						51.95
65	Training Technician - Process & Infr Tech	43.71						44.58

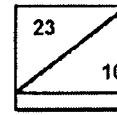
NOTES:

1. Negotiated settlements per TSP04, job change when the rate of pay for Training Technicians is less than the COMAFactor plus 10%.

Compensation & Benefits
Effective: January 1, 2010
Revised:

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BRUCE POWER LP / POWER WORKERS' UNION
 COLLECTIVE AGREEMENT
 SALARY SCHEDULE 23
 NUCLEAR CONTROL MAINTENANCE
 - DOLLARS PER WEEK

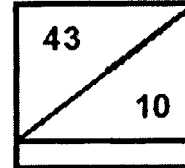
GRADE	TITLE	COMPETENCY BASED PROGRESSION												CBP 12%	MULTI TRADE						
		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10	STEP 11	STEP 12		STEP 1	STEP 2	STEP 3				
02	Shift Control Technician (1-2)	957.56	1,017.96	1,112.11	1,181.40	1,254.24	1,309.71	1,451.43	1,581.12	1,669.95	1,723.24	1,776.54	1,812.07	1,847.60	1,883.13	1,918.66	1,969.72		2,025.26	2,060.79	2,096.32
03	Control Maintenance Assessor (6)											1,918.66				1,954.19	1,989.72	1,989.72			
02	Shift Control Technician (4-5)																	1,991.50	2,031.33	2,071.16	2,110.99

WAGE RATE UTL	WAGE MAINTENANCE/MULTI TRADE
STEP 1	STEP 1
STEP 2	STEP 2
STEP 3	STEP 3

Notes:

- (1) Progression to next step in accordance with item 4.1 Part A (Anniversary) and will be at least one month in current Grade 02 Step 6 is reached. Progression beyond Grade 02 Step 6 will be annually.
- (2) Progression beyond Step 3 will require NCA Qualification. Progression from Step 7 to Step 8 will require NCI Qualification.
- (3) Successful qualified applicants external to the Control Technician family will be placed at Grade 02, Step 7, or as per the promotion rule, Part A, item 5.10.2, whichever is greater.
- (4) Wage Maintenance UTL applies to former Shift Control Technicians wage maintained in accordance with PAU-UT-0219.
- (5) Wage Maintenance Multi-trade applies to Wage Maintenance as qualifications of former Shift Control Technicians.
- (6) CBP 12% applies to Control Maintenance Assessors who achieved 12% by demonstrating Safety Support and Self-Development competencies.

Compensation & Benefits
 Effective January 1, 2018
 Revised:



BRUCE POWER L.P. / POWER WORKERS' UNION
COLLECTIVE AGREEMENT
SALARY SCHEDULE 43
FOURTY HOUR RATED CLERICAL/TECHNICAL/TECHNOLOGIST
 - DOLLARS PER WEEK

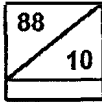
COMPETENCY BASED PROGRESSION

GRADE	MFL							
	STEP 1	STEP 2	STEP 3	STEP 20	STEP 21	STEP 22	STEP 23	STEP 24
68	2,048.26	2,113.63	2,179.00	2,222.58	2,266.16	2,309.74	2,353.32	2,440.48
67	1,932.29	1,993.96	2,055.63	2,096.74	2,137.86	2,178.97	2,220.08	2,302.31
66	1,823.11	1,881.30	1,939.48	1,978.27	2,017.06	2,055.85	2,094.64	2,172.22
65	1,720.31	1,775.22	1,830.12	1,866.72	1,903.32	1,939.93	1,976.53	2,049.73
64	1,623.45	1,675.26	1,727.07	1,761.61	1,796.15	1,830.69	1,865.24	1,934.32
63	1,532.25	1,581.15	1,630.05	1,662.65	1,695.25	1,727.85	1,760.45	1,825.66
62	1,446.40	1,492.56	1,538.72	1,569.49	1,600.27	1,631.04	1,661.82	1,723.37
61	1,365.54	1,409.12	1,452.70	1,481.75	1,510.81	1,539.86	1,568.92	1,627.02
60	1,289.36	1,330.51	1,371.66	1,399.09	1,426.53	1,453.96	1,481.39	1,536.26
59	1,217.64	1,256.50	1,295.36	1,321.27	1,347.17	1,373.08	1,398.99	1,450.80
58	1,146.64	1,183.24	1,219.83	1,244.23	1,268.62	1,293.02	1,317.42	1,366.21
57	1,079.89	1,114.36	1,148.82	1,171.80	1,194.77	1,217.75	1,240.73	1,286.68
56	1,016.94	1,049.39	1,081.85	1,103.49	1,125.12	1,146.76	1,168.40	1,211.67
55	957.73	988.29	1,018.86	1,039.24	1,059.61	1,079.99	1,100.37	1,141.12
54	901.95	930.73	959.52	978.71	997.90	1,017.09	1,036.28	1,074.66
53	849.39	876.50	903.61	921.68	939.75	957.83	975.90	1,012.04
52	799.97	825.50	851.03	868.05	885.07	902.09	919.11	953.15
51	753.29	777.33	801.37	817.40	833.42	849.45	865.48	897.53

This schedule is applicable to positions established as having a 40 hour basic work week.

NOTE: All progressions shall be in accordance with Item 4.1 of Part A.

Compensation & Benefits
 Effective: January 1, 2010
 Revised:



POWER L.P. / POWER WORKERS' UNION
COLLECTIVE AGREEMENT
WAGE SCHEDULE 88
UNDERGRADUATE UNIVERSITY,
AND ASSOCIATED CO-OP PROGRAMS
 - DOLLARS PER HOUR

<u>GRADE</u>		<u>SUMMER STUDENTS</u>									
	11	Clerical or Civil Summer Students	<u>STEP 1</u> 20.35								
<u>GRADE</u>		<u>COMMUNITY COLLEGE STUDENTS</u>		<u>STEP 1</u>	<u>STEP 2</u>	<u>STEP 3</u>	<u>STEP 4</u>	<u>STEP 5</u>	<u>STEP 6</u>		
	21	Community College and Polytechnical Co-Op & Developmental	Term 1 18.67	Term 2 19.60	Term 3 20.92	Term 4 22.05	Term 5 23.19	Term 6 23.19			
<u>GRADE</u>		<u>UNIVERSITY STUDENTS</u>		<u>STEP 1</u>	<u>STEP 2</u>	<u>STEP 3</u>	<u>STEP 4</u>	<u>STEP 5</u>	<u>STEP 6</u>	<u>STEP 7</u>	<u>STEP 8</u>
	31	University Co-Op & Developmental	Term 1 20.91	Term 2 20.91	Term 3 22.61	Term 4 24.30	Term 5 26.00	Term 6 27.70	Term 7 29.39	Term 8 31.09	

NOTES:

- (1) The schedule is applicable to positions established as having a 35, 37-1/2, or 40-hour basic work.
- (2) Students will normally be required to join The PWU within 15 days.
- (3) 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, except 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.
- (4) Allowance will be paid to a summer student in accordance with the normal practice for the setting in which the student works.
- (5) Appropriate experience (other than previous summer work) can justify a higher rate than the academic year of the student in question.

Compensation & Benefits
 Effective: January 1, 2010
 Revised:

PART B
APPENDICES

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APPENDIX A

**for Supplementary Maintenance, Repair and Other Power Workers' Union Assigned Work made
and entered into**

BETWEEN

**Bruce Power LP
("Bruce Power" or the "Employer")**

and

**POWER WORKERS ' UNION (PWU)
(hereinafter called the "Union")**

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Bruce Power / Power Workers' Union

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Schedule A

SECTION 1 PREAMBLE

100 WHEREAS the Union, as defined in the covering page of this Appendix, is able to provide competent, skilled and qualified workers to perform the work coming within scope of this agreement; and

WHEREAS Bruce Power and the Union desire to mutually establish and stabilize wages, hours and working conditions for all employees of Bruce Power performing supplementary maintenance, repair and other Power Worker Assigned work and further, to encourage closer co-operation and understanding between Bruce Power and the Union to the end that a satisfactory, continuous and harmonious relationship will exist between the parties to this Agreement.

NOW THEREFORE, The Company and the Union mutually agree that the working conditions as set out below shall be applicable to these employees of Bruce Power.

SECTION 2 SCOPE OF AGREEMENT

- 200** **A.** Bruce Power recognizes the Union as the sole bargaining agent for all employees who perform supplementary maintenance, repair and other Power Workers Assigned work.
- B.** This section applies to all work as defined in A. above save and except that work which is performed by PWU regular employees as defined in the Collective Agreement and shall include but not **be** limited to

Civil Trades **Uncertified** including union supervisors and apprentices

Civil Trades **Certified** including union supervisors and apprentices

Mechanical Trades including union supervisors and apprentices

Electrical Trades including union supervisors and apprentices

and all regular **job** classifications as they appear in wage schedules constituting part of the Collective Agreement. Additional classifications are:

Access Control Operator

Water Treatment Plant Operator

Clerical Staff, including

Administrative Support Assistant

Document Processor

Duplicating Services Operator

Clerk II Administration

Safety Technician

Such other classifications subsequently agreed to by the parties.
(See Wage Schedules.)

An employee of any classification required to operate vehicles or work equipment shall have a current license as required by provincial legislation.

C. The Union recognizes Bruce Power as the exclusive employer agency for this Agreement, and in all matters pertaining to the administration of this Agreement.

D. The term "employee" refers to all casual employees of the Employer in the classifications as set out in Item B above.

E. The term "Employer" shall mean Bruce Power Limited Partnership.

F. Supervisory rates for Appendix "A" employees shall be **12%** above the total Wage Package for single trade duties supervision duties and **18%** above the total Wage Package for multi-trade supervision duties.

201 **A.** This Appendix shall be deemed to include any additional Appendix and/or wage schedule added, as the said appendices and/or wage schedules may be revised by Bruce Power and the Union by mutual agreement, from time to time.

202 **Geographic Jurisdiction**

A. The jurisdiction of the Union is all of Bruce Power Limited Partnership.

SECTION 3 **AMENDMENTS**

302 **A.** This Appendix shall be subject to amendment at any time by mutual consent of the parties hereto.

SECTION 4 **WORK ASSIGNMENT**

400 **A.** No supplementary maintenance, repair or other Power Worker Assigned work for Bruce Power shall be contracted or subcontracted except where Bruce Power does not normally perform the work of the Mechanical and/or Civil Trades, such work may be contracted or subcontracted.

B. Bruce Power will provide notice to the Union as far in advance as possible of all new work coming under the scope of this Appendix.

C. The jurisdiction of the Union shall be as described in Section 2 of this Appendix.

SECTION 5 UNION RIGHTS AND REPRESENTATIVES

- 501** **A.** The Union will designate Union representatives as Accredited Union Representatives to handle the day-to-day administration of this Agreement. The Union will notify Bruce Power in writing of the names of such Union representatives, or alternates in the event of illness or unavailability, so that they may be issued identification cards to permit entry to work locations. Upon entering the work location, such representatives after identifying themselves to the Company representative will be free to observe the progress and conduct of the work and to conduct normal Union business associated with the administration of this Collective Agreement. The Union undertakes that these representatives will not unduly interfere in any way with said work.
- 502** **A.** Employees covered by this Appendix are represented locally by the regular Health and Safety Representative.
- B.** The Union reserves the right to appoint or remove any Steward or Senior Steward on any work site where workers are employed under the terms of this agreement. The Bruce Power Representative shall be notified in writing when a Steward or Senior Steward is appointed and when such Stewards cease to act as Stewards.
- C.** The Steward/Senior Steward will be responsible for his/her regularly assigned work on behalf of his/her Employer.
- D.** Such Stewards/Senior Stewards shall be allowed sufficient time to see that the provisions of this Agreement are observed.
- E.** No Steward/Senior Steward shall be discriminated against by the Employer because of the performance of their duties as a Steward/Senior Steward.
- F.** Where appropriate as decided by the Union and where more than one Steward is required, one Steward shall be appointed Senior Steward.
- G.** The Senior Steward, providing he/she is qualified to perform the work, shall not have their employment terminated without the consent of the Accredited Union Representative until as near as possible to the completion of the job, unless with just cause.

SECTION 6 SUPERVISION

- 600** **A.** When selecting supervisors first consideration will be given to PWU Regular Employees.
- B.** The selection of supervisors through this Appendix will be the responsibility of the Employer and done by name hiring from Union members. When making appointments to the supervisory levels, the Employer will give consideration to those PWU members presently employed pursuant to this Appendix however this does not create an obligation to make an appointment of a supervisor from these employees. The retention of supervisors will be the exclusive right of the Employer.
- C.** Supervisors shall be members of the PWU and shall register at the Union Office and be issued with clearance cards. If clearance has not been provided within three (3) working days the Employer may proceed with the employment of the supervisor unless the employee's union dues are in arrears.

- D. The rates of pay for all supervisors covered by this Agreement will be set forth in the current wage schedules.

SECTION 7 UNION SECURITY

- 700** **A.** All employees falling under the scope of this agreement will be members or will apply for membership in the PWU within fifteen (15) calendar days, and will maintain such membership in good standing in the Union as a condition of employment. The Employer will co-operate with the Union but bears no responsibility for policing membership status.

SECTION 8 EMPLOYMENT PRACTICES/HIRING/LAYOFF

NOTE - The following referral procedures only apply to classifications for which the “Building Trades Unions”* (BTUs) do not have referral rights pursuant to the Chestnut Park Accord Addendum (CPAA) and in situations when the “Building Trades Unions” do not, for whatever reason, supply workers pursuant to their rights under the Chestnut Park Accord Addendum. Name hire practices between the Employer and the BTUs shall be consistent with their respective construction agreements.

* The term “Building Trades Unions” is a term used in the Chestnut Park Accord Addendum and does not mean any particular organization of unions other than the participants in the CPAA.

- 800** **A.** A contact person will be designated by Bruce Power for the purpose of co-ordinating employment as specified in this Section.
- B.** The Employer and the Union will exchange the names of their representatives who will be responsible for co-operating in the referral and employment of reliable and competent workers.
- C.** The Employer will notify the Union of future staffing requirements for all employees coming within the scope of this Agreement.
- D.** The Union will co-operate with the Employer and advise Bruce Power contact person of the name, address and telephone number of those being referred as soon as it is known and before the employee commences work.
- E.** The affected Chief Steward(s) shall be notified when an Appendix “ A employee is hired, terminated for any reason and when transferred from one approved Appendix “ A work package to another.
- 801** **A.** The employment of workers shall be carried out on the following basis and sequence:
- (i) Such workers shall not be employed unless they are in possession of a clearance card from the Union office.
 - (ii) For non-trades classifications the Employer and the Union will jointly provide individuals to be included in the supply pool.

- (iii) To satisfy business needs the Employer may make a request for a specific individual to be referred from the list of members by the Union based upon requirements for specialised knowledge and/or skills integral to the work to be performed. These requests will not be unreasonably denied. The parties agree that fairness of operation of the referral system, as it applies to the individual participants in the pool, is critical to a successful referral system and will be considered when making such requests.
- (iv) If the Union is unable to furnish appropriately qualified or certified members or non-member (permit holders) workers to the Employer within three (3) working days of the time the Union office receives the request for workers (excepting Saturdays, Sundays, and Holidays), the Employer shall be afforded the right to employ workers (permit holders) as are available. The Union will issue clearance cards to workers hired in these circumstances. Non-members referred in this situation will be considered permit holders and the Union will notify the Employer when permit holders are referred.

Permit holders by classification may be replaced by Union members after three (3) working days' notice to the Employer but in no case until such permit holders have worked a minimum of one (1) month.

a02 A. When work is unavailable, an Employer may elect to layoff.

In all cases of layoff the Employer shall layoff its employees within the classification.

B. The purpose of this Section is to ensure fair and equitable treatment of employees in the event of reductions in the work force:

- (i) The retention of employees who are members of the Union and covered by this Agreement in the Employer's service shall be governed by this Section.
- (ii) For the purposes of this Section, the classifications are those in Section 2 200 B.
- (iii) Employees to be retained must have the necessary qualifications, skills and have demonstrated the ability to satisfactorily perform the work to be done.
- (iv) Seniority as used in this Section is based on the employee's Established Commencement Date (ECD).
- (v) In the event of a reduction of staff and subject to (iii) and (iv) above, employees who are not members of Union shall be laid off prior to employees who are members of the Union. Employees who are not members of Union shall not be subject to the conditions contained in (vi) below.
- (vi) Subject to (iii) and (iv) above, the following conditions shall apply:
 - (a) In the event of a reduction of staff, the Employer will identify which of the classifications referred to in Section 2 200 B will be affected.
 - (b) In the event of a reduction of staff, employment retention shall be by seniority subject to 802 B (iii).

(vii) In cases involving reduction of staff, an employee will not lose their service credit/seniority unless he/she has a break in service of greater than six (6) months. An employee terminated for any of the following reasons will not lose their service credit unless he/she has a break in service of greater than three (3) months:

- (a) discharge for cause;
- (b) voluntary termination;

(viii) An employee laid off will be issued a Record of Employment Form indicating "layoff - shortage of work" dating back to his/her first day of layoff.

C. Standoff

- (i) Standoff is a mechanism to be utilized for short durations by the Employer, when work is delayed e.g., material shortages and release of scheduled work. The standoff process is not intended to circumvent the Layoff procedure.
- (ii) If the Employer elects standoff, it reserves the right to standoff its employees including stewards without pay up to a maximum of fifteen (15) consecutive working days'. No daily travel or room and board allowance will be paid to an employee for a standoff period. Providing he/she is qualified to perform the work, Senior stewards shall only be placed on standoff when all others in the work group are on standoff.
- (iii) If standoff continues beyond fifteen (15) consecutive working days, an employee, at his/her option, may elect to remain on standoff up to a maximum of 45 days' or be removed from standoff at anytime during that 45 days'.
- (iv) An employee standoff shall be issued a Record of Employment Form indicating "standoff - lack of work" dating back to his/her first day on standoff.
- (v) If an employee elects layoff, it shall be carried out in accordance with the terms of Subsection 802, Item A and B. Where appropriate, an employee laid off will be issued a Record of Employment Form indicating "layoff - shortage of work" dating back to his/her first day on standoff.
- (vi) No employee shall be placed on standoff more than twice annually, in a calendar year (January 1st to December 31st), unless additional standoff(s) is agreed to by the employee.

SECTION 9 HOURS OF WORK

900 **A.** The hours of work for Appendix " A employees shall be the same as and be established in the same way as the hours of work for regular employees.

901 **A.** The holidays recognized under this Agreement are:

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

- B.** Recognized holidays falling on a Saturday or Sunday shall be observed on the following Monday. When Christmas Day falls on a Saturday or Sunday, it shall be observed on the following Monday and Boxing Day on the following Tuesday. When New Year's Day falls on a Saturday, it shall be observed either on the preceding Friday or following Monday.
- 902** **A.** All hours worked outside the normal daily scheduled hours shall be paid at two (2) times the straight time rate.
- Rest periods, meal arrangements, overtime distribution and all other overtime arrangements shall be the same as for regular employees.
- 903** **A.** Call in arrangements shall be the same as for regular employees plus the applicable Board or Travel Allowance.
- B.** Shift schedules will normally be established to coincide with shift arrangements for regular employees. Any amendments to the hours of work will be established by mutual agreement between the Employer and the Union. Penalties, notice periods and shift differentials etc. shall apply the same as they do for regular employees.
- 904** **A.** Annual unpaid entitlement vacation shall be twenty (20) working days and in special circumstances, upon agreement of the Union and the Employer additional vacation may be granted providing work scheduling will permit. All vacation will be taken with the approval of the Employer and approval shall not be unreasonably denied.
- 905** **A.** Appendix "A" employees are eligible for 2 family care days but if time is not repaid within one month or if the employee terminates their employment prior to paying back the time the cost will be recovered from the employee by the company. The time shall be worked back on an hour for hour basis. During this one (1) month time frame 'family leave taken' may be adjusted to 'family leave unpaid' in a minimum of one (1) hour increments.

SECTION 10 WAGES AND PAY PROCEDURE

- 1000** **A.** Wage rates for employees in the classifications listed in Subsection 200, Item B, of this Agreement shall be as set forth in the current wage schedules. The Employer will provide the Union with current wage schedules.
- B.** Wage rates for all classifications listed in Subsection 200, Item B of this Agreement and any new classification added by mutual agreement will be drawn up in accordance with the following: The base rate for each classification shall be established equal to the top step base rate for the corresponding classification of regular employees. The base rate, plus ten (10) percent vacation and statutory holiday pay, plus welfare remittances (initially established at \$1.65). plus retirement remittances (initially established at \$5.00) shall form the Total Wage Package. Negotiated wage increases are applied to the Total Wage Package.
 - C.** Where a particular BTU chooses, pursuant to the CPAA, to require welfare or retirement remittances that are a different amount than those provided for in this Appendix the Total Wage Package for the affected employees is adjusted accordingly. However in no case will an adjusted Total Wage Package or Base Rate exceed the Total Wage Package or Base Rate provided for in this Appendix.

Table of Relationships

Classification Percent of *Base Rate

Certified Trade 5 year Apprenticeship (other than Civil Trades)

- Journeyperson	*100
- Apprentice	
5th period	80
4th period	70
3rd period	60
2nd period	50
1st period	40

Certified Trade 4 year Apprenticeship (other than Civil Trades)

- Journeyperson	*100
- Apprentice	
4th period	80
3rd period	70
2nd period	60
1st period	50
- Welder	100

1001 A. Pay Procedure

- (i) Employees shall be paid weekly and payment for any given week will be made not later than the sixth working day after the close of the payroll period, but in any event, not later than Thursday of the following week.
- (ii) Wages shall be paid by the Employer at the work location, before quitting time, in cash or by cheque or by payroll deposit, payable at par in the locality of the work location. Accompanying each payment of wages shall be a statement, in writing, which can be retained by the employee, setting forth:
 - (a) the period of time or the work for which the wages are being paid;
 - (b) the rate of wages to which the employee is entitled;
 - (c) the amount of wages to which the employee is entitled;
 - (d) the amount of each deduction from the wages of the employee and the purpose for which each deduction is made;
 - (e) any allowance or other payment to which the employee is entitled;
 - (f) the amount of vacation pay for which the employee is being credited;
 - (g) the amount of recognized holiday pay for which the employee is being credited; and

(h) the net amount of money being paid to the employee.

B. On Termination

- (i) An employee who voluntarily terminates their employment will be provided final pay on the next regular pay day for the period worked.
- (ii) At work locations where the Employer does not have an on-site pay office, an employee will have final pay and termination documents mailed to their residence within eight (8) working days from termination. This does not preclude an employee being paid his/her final pay at the work location prior to the expiration of the eight-day period.
- (iii) An employee who is discharged shall be provided with his/her final pay immediately if the Employer's pay facilities are at the work locations or as per Item B (ii) above, if the Employer's pay facilities are not at the work location.
- (iv) Failure of the Employer to comply with the requirements in Clause 1001 B (i), (ii) and (iii) will entitle the employee to two (2) hours at the straight time rate for each normal work day of non-compliance.

SECTION 11 AND BENEFIT FUNDS

NOTE - The remittance arrangements for trades workers referred to Bruce Power from a BTU pursuant to the Chestnut Park Accord Addendum, for Retirement, Health and Welfare, and Union funds shall be remitted to the appropriate BTU as per the CPAA.

- 1100** **A.** The Employer agrees to deduct from the total wage package above and pay into an operative welfare plan for all hours earned. Such welfare payments will be set forth in the wage schedules provided by the Union.
- B.** The Employer agrees to deduct from the total wage package and pay into an operative retirement plan an amount of money per hour to be determined by the Union for all hours earned. Such pension payments will be set forth in the wage schedules provided by the Union.
- 1101** **A.** The vacation and recognized holiday pay rate shall be ten (10) percent of vacationable gross earnings. The vacation pay rate shall be four (4) percent and the recognized holiday pay rate shall be six (6) percent.
- B.** Payment of vacation and recognized holiday pay shall be made weekly.
- 1102** **A.** The Employer agrees to deduct Union Funds from wages and to remit the amounts deducted to the Union. The amounts to be deducted and remitted will be as set out in the wage schedules attached hereto.
- B.** A checkoff system of Union initiation fees and dues will be made operative for the lifetime of this Agreement. The Employer will supply full checkoff lists of employees subject to checkoff at regular intervals and agrees to collect monthly for the union dues payable to the Union. The Employer will transmit the monies so collected to the designated officials of the Union. The Union will indemnify the Employer for any liability arising from the deduction of initiation fees and dues as requested by the Union.

- C. The Employer shall put into effect any changes to Union funds or dues upon notification by the Union.
- D. The Employer will arrange for each worker falling under the jurisdiction of the Union to sign a Union dues checkoff authorization as a condition of employment at the time he/she is employed.

SECTION 12 TRAVEL AND ROOM AND BOARD ALLOWANCE

1200 Daily Travel Allowance

- A. The daily travel allowance will be paid by the Employer to its employees who are not living in camp or receiving a subsistence allowance as referred to in Subsection 1201, on the following basis:
 - (i) If an employee lives within 40 radius kilometres of the work site no travel allowance will be paid.
 - (ii) If an employee lives within 40-56 radius kilometres of the work site they shall receive **\$22.93** per day travel allowance effective January 1, 2010, for each day worked or reported for.
 - (iii) If an employee lives within 56 to 80 kilometres of the work site they shall receive **\$27.44** per day travel allowance effective January 1, 2010, for each day worked or reported for.
 - (iv) If an employee lives within 80-97 radius kilometres of the work site they shall receive **\$31.92** per day travel allowance effective January 1, 2010, for each day worked or reported for.
 - (v) If an employee lives greater than 97 radius kilometres from the work site and does not qualify for subsistence allowance under Subsection 1201 below, they shall receive **\$36.09** per day travel allowance effective January 1, 2010, for each day worked or reported for.
 - (vi) When an employee is directed to report to a work site that involves travelling around a natural barrier, the distance around the natural barrier shall be the shortest distance measured by a series of straight lines. The sum of the distance of these straight lines shall be applied to the ring concept to establish the employee's travel allowance entitlement, board allowance entitlement and initial and return allowance entitlement.
 - (vii) A natural barrier is defined as any obstruction or impediment which creates an unreasonable relationship between radius kilometres and actual kilometres travelled.
 - (viii) The travel allowances listed above will be increased by the same percentage and at the same times as are wage rates.

Room and Board Allowance (Subsistence)

- A. The following conditions will apply for employees whose regular residence* is more than 97 radius kilometres from the work site:
- (i) An Employer may supply either:
 - (a) free room and board in camp or a good standard of board and lodging;
 - or
 - (b) subsistence allowance; or
 - (ii) An employee may exercise his/her option not to stay in a camp or accept free room and board. An employee who exercises this option shall receive a subsistence allowance as follows:
 - (a) When an employee's regular residence is more than 97 radius kilometres from the work site and the employee maintains temporary accommodations at or near the work site the employee shall be paid a subsistence allowance of **\$87.35** per day effective January 1, 2010, for each day worked or repotted for. The subsistence allowance above will be increased by the same percentage and at the same times as are wage rates.
 - (b) When an employee's residence is more than 500 kilometres from the work site and the employee is working a four (4) day by ten (10) hour per day shift, the employee will be paid one (1) additional day's subsistence allowance. When an employee's residence is more than 250 kilometres from the work site and the employee is working twelve (12) hour shifts, the employee will be paid one (1) additional day's subsistence allowance.
- B. An employee shall not qualify for daily travel allowance or room and board allowance as provided for in Subsection 1200 and Subsection 1201, Item A above, when such employee reports for **work** but does not remain at work for his/her scheduled daily hours unless excused by an authorized representative of his/her Employer. Such permission shall not be unreasonably denied.
- C. Upon application, payment of Room and Board/Travel Allowance will be issued for the first two pay periods. Failure to provide satisfactory proof of eligibility during this period will result in cessation of payments and the recovery in two equal amounts. In the event of termination for any reason before full recovery, any balance owing will be deducted from the final pay.

*For the purpose of this Section "regular residence":

1. The place where the employee maintains a self-contained, domestic establishment (a dwelling house, apartment or similar place of residence where a person generally eats and sleeps and for which he/she can show proof of financial commitment). This is in contrast to a boarding house facility which is not self-contained; and

2. The employee normally resides in the residence except for those periods of time when, because of the location of the work, the employee obtains temporary accommodation for that work location.
3. For metropolitan areas (Toronto and Hamilton) the calculation of distance shall be the employee's regular residence.
4. For all other areas, the calculation of distance shall be based on the location of the city or town hall of the municipality where an employee maintains a self-contained domestic establishment described above. In those municipalities where a city or town hall does not exist, then the post office serving his/her self-contained domestic establishment will apply.

1202 Initial and Return Travel and Transportation

- A. On recruitment of workers who live beyond 161 kilometres from the work location, the Employer shall pay corporate kilometre rates as follows: for workers living outside Ontario, the corporate kilometre rate shall be paid from the point of entry to Ontario to the Bruce site using the most direct method; for workers who are recruited in Ontario, the corporate kilometre rate shall be paid from where the worker lives in Ontario to the Bruce site. In addition, the Employer shall pay travel time based on one (1) hour's pay for each 80 kilometres, or part thereof, of travel to a maximum of 8 hours' pay for the initial trip to the work location from where the worker lives.
- B. To qualify for payment in Item A, the employee must be engaged in work for a minimum of fifteen (15) working days or the duration of the job, whichever is less.
- C. On termination of employment due to a reduction of staff, an employee qualified for payment as a result of Item B above, shall be entitled to return travel expenses calculated in the same manner as in Items A above for the return trip from the current work location to where the worker lives. An employee whose employment terminates for any reason other than reduction of staff shall not be eligible for return payment.

1203 Use of Personal Vehicle

- A. An employee who is requested or receives approval from an authorized representative of his/her Employer to use his/her personal vehicle for the convenience of his/her Employer shall be reimbursed at the corporate kilometre rate for such use of his/her vehicle.

SECTION 13 TOOLS AND CLOTHING

1300 A. All tools shall be provided by the Employer.

1301 A. Employees are required to wear protective clothing and use protective equipment appropriate for the work being done. The Employer shall supply employees working in close proximity to obvious fire hazards (i.e., open flames) with flame resistant coveralls.

B. The Employer will supply protective clothing including gloves, high visibility clothing, rainwear and coveralls where appropriate at no cost to the employee. Protective clothing that is provided by the Employer will be charged out to an employee and the

employee shall be responsible for the return of such protective clothing and equipment upon completion of the work involved.

- C. Employees shall supply themselves with, and wear at all times on the job, safety footwear.

When an Employer wishes an employee to wear a specifically identified safety helmet, the Employer shall provide it on loan, complete with a new liner.

SECTION 14 GRIEVANCES AND ARBITRATIONS

- 1400 (a) Bruce Power shall appoint employees beyond the jurisdiction of the Union to act as contact supervisor. Each contact supervisor shall be responsible for giving or securing a decision on any grievance submitted to him/her by a Union representative on behalf of any employee or group of employees under his/her supervision. Grievances will be referred to the contact supervisor within 30 days of the discovery of the event giving rise to the grievance. If a satisfactory decision is not made by the contact supervisor within 48 hours, the Union representative may, within 30 days, refer the grievance to mediation/arbitration.
- (b) The referral to mediation/arbitration shall be made as follows:
Jules Bloch or an alternate as agreed to by the Parties.
- (c) The arbitrator shall set a hearing date to take place within ten (10) working days of the date of the referral and shall render a decision on the case within 30 days of the completion of the hearing of the matter. The parties agree that they will facilitate to the greatest extent possible the expeditious completion of the hearing process.
- (d) The decision of the arbitrator shall be final and binding on the parties. The arbitrator shall not have jurisdiction to alter or overrule this agreement or to make any decision inconsistent with this agreement.
- (e) The arbitrator shall have all the power and authority of an arbitrator under Section 48 of the Labour Relations Act, 1995, and all the power and authority of an arbitrator under Article 3 of the Collective Agreement including the power to determine violations of Article 2A of the Collective Agreement.
- (f) Maintenance of normal earnings shall be provided by Bruce Power for all Union representatives, attending at the grievance process, including the arbitration hearing. Arbitrator costs will be shared.

SECTION 15 COMMITTEES

1500 Joint Committees

- A. To advance harmonious relations between Bruce Power and the Union and to promote a safe work environment, Bruce Power and the Union shall appoint a Joint Committee comprised of two (2) PWU and two (2) Management as appointed by the parties and appropriate resources.

The Committee will meet at least quarterly.

The parties agree to work together in good faith to address issues that impact the business. For example seniority issues.

The Committee shall also review the work program and matters associated with the administration of this Appendix with the intent of achieving uniformity of application of this Appendix wherever employees are working. The Committee may also consider matters related to safety.

SECTION 16 PREGNANCY/PARENTAL/ADOPTION LEAVE

Provisions of the Employment Standards Act 2000 as revised from time to time will apply. In addition, an employee's seniority will accumulate while on leave provided this does not affect the normal layoff date.

SECTION 17 SELECTION TO EMPLOYMENT

PWU represented members who have performed work for Bruce Power pursuant to this Appendix will be entitled to apply to regular positions for which they are qualified and will be given fair and objective consideration after regular employees. In these cases experience acquired while employed at Bruce Power will be taken into account when assessing an applicant's qualifications.

Seniority will be considered but creates no obligation on the Employer for the purposes of applications to regular positions and will be calculated on the basis of accumulated service at the Bruce site gained through casual employment.

SECTION 18 ASSIGNMENT OF WORK AND DISPUTE RESOLUTION PROCESS-- APPENDIX "A" FOR SUPPLEMENTARY MAINTENANCE, REPAIR AND OTHER PWU ASSIGNED WORK

1. No regular Bruce Power employee will be laid off as a direct result of work being performed pursuant to Appendix A of the Collective Agreement and it is the intent of the parties that Regular Employees will perform work of a continuing nature.
2. Bruce Power shall share all related information for making an assignment as far in advance of the work as possible.
3. Bruce Power representatives and the PWU Sector Vice-president will agree upon the proposed assignment prior to the assignment being made by the Employer.
4. Failing to agree on the assignment of work will result in an expedited resolution process.
5. Should the parties fail to agree on the assignment of work to employees hired pursuant to Appendix A, the issue will be referred to Mr. Jules Bloch, or to an alternate as agreed to by the parties who will act as the sole arbitrator for resolution of the dispute. The Arbitrator shall have authority to decide issues related to the assignment of work to the Regular Workforce or to the Appendix "A" Workforce as well as the authority to decide issues related to contracting and/or

subcontracting of work in accordance with Section 4. The Arbitrator will decide whether the business case warrants the contracting or subcontracting of work.

6. The arbitrator will hear the dispute within three (3) days of the dispute being referred to Arbitration. The Arbitration may be conducted by conference call.
7. Briefs shall be prepared by each party which will include a statement of facts, a brief argument and any other information and/or documents relevant to the issue. Briefs will be exchanged between the parties and provided to the arbitrator at least 24 hours before the arbitration hearing begins. Witnesses may be called with leave of the arbitrator.
8. The decision of the arbitrator shall be final and binding on the parties.

Dated at Port Elgin this _____ day of _____ 2001.

BRUCE POWER LP BY ITS GENERAL
PARTNER BRUCE POWER INC.

POWER WORKERS' UNION

APPENDIX B

BRUCE SITE DEPLOYMENTS

The purpose of this document is to provide a method to allow movement of staff on site, recognizing the needs of the business and the needs of employees. As well this process recognizes deployment principles contained in the M.O.U. between PWU and BEC, dated April 27, 2000. The key to successful application of this process however, is to have all deployment requirements identified well in advance, have those requirements detailed, and provide the parties ample opportunity to resolve problems or anomalies as they are encountered. Planning is therefore of the utmost importance.

The processes identified below will be used for the following:

1. Lateral moves of staff on site for assignments one (1) month (4 weeks) or longer in duration.
2. Initial and subsequent assignments to "Site Specialty" Crews on site (e.g., HVAC, SG/EPG, Cranes, O/H Doors, Breaker Mtce., Monitoring).
3. Deployments of incumbent and new hires within a classification, to fill vacant positions, which have been recently filled by Article 10, or by external hire.

Lateral Deployments

Assignments to "Site Specialty" Crews

Process

- When a deployment(s) is identified for an assignment of one (1) month or longer, Management will provide a detailed summary of the assignment, the location of the assignment, the duration, the classification(s) required, and the number(s) required.
- Management will canvas staff across site [in the applicable classification(s)] seeking volunteers for the assignment (e.g., volunteers for a Unit Outage).
- Selections to the assignment(s) will be made on the principle of senior choice from the volunteer list.
- If there are insufficient volunteers, Management will have the right to conscript employees to fill the needs of the assignment. This will be done on the basis of juniority force.
- In the event that the principles of seniority choice and/or junior force cannot be upheld due to skill requirements or sustainability of other work programs, Management must present all details of these circumstances to the applicable Chief Steward. In addition, the Joint Working Party will monitor application of this process and will have authority to provide direction in regards to staff training needs, associated with releasability issues pursuant to site deployments under this agreement.

Deployment to Fill Recently Advertised and Filled Positions on Site

Process

- Management will identify to all incumbents in the classification the vacant assignments which need to be filled under this deployment.
- Incumbents in the classification, along with the recently hired successful applicants, will volunteer for the assignment.
- Selections to the assignment will be made on a senior choice basis.
- If there are not sufficient volunteers, the recently hired candidates will be placed in the vacant assignments on a senior choice, junior force basis.
- Seniority will be based on the employee's ECD;
- If 2 or more employees have the same ECD, the employee with the higher employee number will be deemed most senior;
- Apprentices and Trainees will not be subject to this agreement, and can be deployed by Management on an as needed basis, to expose them to all areas of the business.

In light of Bruce Power's commitment to providing employment security to the PWU for the duration of this Collective Agreement, and in light of the agreement reached in regards to Site Deployments contained in this document, the One Site Agreement (Mid-term **Fi-75-6**) will be suspended until the end of this Collective Agreement.

For Power Worker's Union

For Bruce Power

Dated

APPENDIX C

APPRENTICESHIPS

The establishing of an Apprenticeship Program within Bruce Power is a priority to both the Power Workers' Union and Bruce Power. Additionally, the parties believe that an Apprenticeship Program will be one of the foundations from which we will get our employees for the future, thereby sustaining our business in the long term.

Therefore, the parties are making the following principle based recommendations to the Main Committee, understanding that details must be worked out regarding administration and operation of a Bruce Power Apprenticeship Program.

These recommendations are listed below:

- A Joint Apprenticeship Committee will be established (4 Management & 4 PWU) to oversee apprenticeship issues.
- Apprenticeships will be established for the Mechanical, Control and Civil Maintenance (Certified) classifications, as well as for Nuclear Operators. Other classifications may be added as agreed to by the parties.
- Bruce Power and the Power Workers' Union will have joint input into initial selection of apprentices. Apprentices will be considered full-time employees upon their hiring.
- Bruce Power commits to offer those apprentices who complete their apprenticeship and obtain their respective certification, a position in the classification into which they were hired.
- Apprentices who are hired will accrue seniority during their apprenticeship term and will have Article 11 rights.
- Apprentices will be paid an established wage rate on initial hire, and will progress through to the journeyman rate of pay at steps determined and laid out by the Joint Apprenticeship Committee.
- For every 3 Apprenticeships in a classification that are required, 1 Apprenticeship will be offered to internal staff, as long as they meet minimum qualification requirements.
- New hires into a classification and deemed by the Joint Apprenticeship Committee to be Apprentices, will be registered into a recognized apprenticeship program as Bruce Power Apprentices, within 90 days of being selected/hired into the classification.

The parties agree to the following hiring/selection process:

- The Company and the Union will continue to promote apprenticeship careers at Bruce Power through initiatives such as the PWU "Trade Up for Success" process, and through other processes as jointly deemed appropriate.

- The parties will agree to the initial screening process and criteria to be used to screen applicants for Bruce Power apprenticeship opportunities. This would include education requirements, experience, and any other required prerequisites.
- The parties will review all application and screening information and jointly develop the “short list” of applicants to be tested and/or interviewed. The parties will also jointly develop and agree to testing and interview materials and content.
- The PWU will review test scores for confirmation of rating and scoring of “short list” applicants.
- The applicable Chief Steward (or delegate) will be contacted when interviews are to be held and will be given the opportunity to sit in on all interviews, and have input into the final interview scoring. Based on the final scores and ratings of applicants, selections will be made with input from the applicable Chief Steward (or delegate).
- Candidates selected will be processed and receive offer letters as per standard practice from Bruce Power Management.

Note: All selections will comply with any Bruce Power Employment Equity initiatives/requirements.

For Power Worker’s Union

For Bruce Power

Dated

APPENDIX D

MEMORANDUM OF UNDERSTANDING

1. During the negotiations for a renewal Collective Agreement concluded in 2001, the parties agreed to amend, effective April 1, 2002, the Pension Plan to provide for the reduction of the CPP integration adjustment factor from .625% to .500%. In addition, the parties agreed to provide for an increase in employee contributions. According to the agreement the increase in employee contributions to the Pension Plan will occur when assets of the plan fall below 106% of the liabilities based on a solvency valuation.
2. This Memorandum is to confirm the agreement of the parties, that regardless of when Bruce Power is entitled to increase employee contributions to 4.5 and 6.5% for earnings below and above the YMPE, such increase will not be implemented before the earlier of the filing of the next Actuarial Valuation (January 1, 2003) provided the Valuation shows that the assets of the plan are below 106% of the liabilities based on a solvency valuation or December 31, 2003.
3. This letter shall be deemed to be part of the current Collective Agreement expiring December 31, 2003.

Dated at Port Elgin this 14th day of December, 2001.

For the PWU

For Bruce Power

APPENDIX E

REDUCED WORK ENTITLEMENT

1. The parties agree that employees who work **40** hours will be entitled to choose whether to continue to receive RWE, or to opt out of RWE on a one-time basis.

For those employees who choose to opt out of RWE, their wages will be increased by **2.5%**. This will be counted as pensionable time.

Those employees who do not opt out of RWE will remain covered by the provisions of Section **A-6.14**.

2. The union agrees that management will explore the additional option that would result in employees being able to make an annual choice as to whether they would like to opt out of RWE or not. This option must meet pension rules. If an employee chooses to opt out of RWE, they would receive payment for the equivalent of up to **2.5%** that would be counted as pensionable earnings. If the employees do not opt out of RWE, they will remain covered by the provisions of Section **A-6.14**.

For the Company

For the Union

Date

APPENDIX F

Final Version April 27, 2000
Rev. 1 – December 14, 2001

MEMORANDUM OF UNDERSTANDING

It is the intention of Bruce Power to establish a positive, mutually beneficial relationship at the Bruce with the PWU. It is Bruce Power's belief that this Memorandum of Understanding will be the first step in creating such a relationship for it codifies the intentions and obligations and serves as an understanding that allows both parties to proceed on the basis of clear expectations of behavior and relationships.

1. Union Recognition

- (a) Bruce Power will recognize the Power Workers Union (PWU) as the sole bargaining representative of employees at the Bruce who have worked under the terms and conditions of the PWU / OPG collective agreement dated April 1, 2000 (the "collective agreement").
- (b) Subject to the amendments listed in this Memorandum of Understanding, Bruce Power will be the successor to, and assume all the obligations of the collective agreement.

2. Workforce Security

- (a) Bruce Power will offer employment, effective on the Closing Date (being the date on which BEC becomes the legal successor to OPG for labor relations purposes), to all employees of OPG covered by the PWU Collective Bargaining Agreement and are employed in positions relating to the Bruce assets as at April 19, 2000, including those who are on approved leave of absence.
- (b) All offers of employment made by Bruce Power will be made in accordance with applicable law and in accordance with the collective agreement.
- (c) PWU employees who accept these job offers will retain their seniority and receive full service credit for service with OPG for all purposes in relation to the collective agreement.
- (d) Bruce Power agrees that for the period of time commencing on the Closing Date and ending the later of (a) the date on which Bruce Power decides not to restart any part of Bruce A, or (b) the date on which the Bruce A restart ends, or (c) the end of the operation of the current collective agreement, it shall not involuntarily layoff members of the PWU bargaining unit. Voluntary layoffs shall be on a senior choice basis. All vacancies shall be posted and filled. This does not prohibit the normal variance in numbers of hiring hall members employed.

3. Station improvement initiatives

Bruce Power, in acquiring the Bruce Assets, is proposing to make a very significant long term financial investment in the future of the site. To fully recognize the competitive nature of the future deregulated marketplace a new relationship with the workforce is required. The relationship with the PWU is seen as an important building block for the continued improvement of the Bruce 'B' site and the project to restart the Bruce 'A' units. PWU recognizes that for the Bruce plants to compete in a deregulated electric utility industry, a number of the existing labour contract conditions and working practices must be altered. These initiatives, however, cannot be successful without having detailed implementation processes and procedures. In recognition that the processes and procedures must still be developed, Bruce Power and the PWU agree to work collectively towards the following implementation schedule:

Joint Working Party

Within 30 days following the signing of a definitive agreement between Bruce Power and OPG (the "definitive agreement"), the PWU agrees to the formation of a Joint Working Party ("JWP") which will be responsible for the development of the initiatives discussed below and for securing the support of the PWU site membership not only for implementing the initiatives specifically listed in this Memorandum of Agreement, but also for also making future station improvement recommendations. This Committee will be comprised of an equal number of management and PWU members. The PWU members will be selected from the Bruce membership by the Union.

Site Wide Initiatives

(a) Sick Leave

Bruce Power and PWU agree that the current sick leave usage levels are expected to decline during the first year after the Closing Date. The JWP shall monitor usage during that period of time and shall meet at the end of the year to review usage levels. If usage levels are not at reasonable levels at that time, the parties agree to take joint action to reduce usage to reasonable levels.

(b) Mixed Work Groups

Many initiatives will be undertaken to improve the work planning process and allow the staff to be more productive at the work site. PWU staff will participate in all such discussions as a means of influencing the design of the improved arrangements. PWU agrees to the introduction of Mixed Work Teams who will have the ability to work together to complete any mixed discipline task within their level of competency as set out in Appendix 1.

(c) FIN Teams (fix-it-now) will be established as appropriate. Such team will be created by the combination of all skill types across the site. These teams will serve as a fast response group who can handle emergent work and tackle it on a short-term basis, so protecting the integrity of the 13-week planning programs. PWU agrees to the introduction of such teams as described in principle in Appendix 2.

(d) Contract Services

Bruce Power are committed to the **PWU** employees on the site and to the belief that the use of our own staff to undertake core work is a critical element of the future success. There will however be occasions when the site resource will be supplemented by contractor resource. This will allow our own staff to concentrate on their prime focus of safe and reliable plant operations. Bruce Power is of the view that the use of contract labour has been a problem area in the site operations for many years and the current arrangements are seen as an impediment to the commercial validity of the site. In recognition of the perceptions held by Bruce Power on the restrictiveness of the current arrangements **PWU** and Bruce Power agree that the current PSA will be suspended for all 'A' station restart activities and that the 'B' station arrangements will be similarly suspended for one year following the Closing Date. During this one-year period the **JWP** will monitor the contractor usage with the intention of creating a new relationship which can be incorporated in the next Collective Bargaining Agreement.

(e) Seniority

Bruce Power is committed to the development of a highly skilled and motivated workforce and to the re-commissioning of as many 'A' plant units as commercially possible. In undertaking this major program of work Bruce Power is aware of the site demographics and will be seeking to address this through recruitment and training programs. However the current seniority provisions may be a barrier to achieving the rapid results necessary to transform the organization. **PWU** agrees that, for a period of one year commencing on the Closing Date, the re-staffing of the Bruce 'A' units will be achieved with reference to the principles of seniority but that Bruce Power shall have the ability to select the **PWU**-represented candidate they consider most appropriate for the role. For the same period of time, 'B' station positions selections will take account of seniority but the **Bruce** Power management team will have the ability to select the most appropriate **PWU** represented applicant. For that period, decisions taken will be monitored by the **JWP**. Within the Civil and Clerical job families normal seniority provisions will continue to apply. Current Article 10 provisions will apply to promotions.

(f) Reward & Recognition

The Bruce site faces some challenging times in the deregulated marketplace and the employees will be asked to contribute significantly to the improvement programs. In recognition of this Bruce Power is committed to the introduction of a profit sharing program which will allow employees to receive a payback for their contribution. Bruce Power will introduce a profit sharing system the structure of which is subject to **PWU** approval, which will commence income distribution at the beginning of the financial year immediately following the Closing Date. Bruce Power will identify the goals and objectives of this scheme and the implementation strategy will encourage ownership by the **PWU** site membership. The Joint Working Party will have a role in delivering the implementation plan for this work program.

(g) No Strike Provision

In recognition that this agreement represents a new relationship between BEC and the PWU the PWU agrees that for the term of the current collective agreement there will be no cessation of work, a refusal to work or to continue to work by employees in combination or in concert or in accordance with a common understanding, or a slow-down or other concerted activity on the part of employees designed to restrict or limit output.

Single Table Negotiations

After the Closing Date, and in preparation for collective bargaining for the next collective agreement between the parties, BEC would like to simplify the industrial relations negotiating machinery through the creation of a single table negotiating forum and the creation of a single salary spine that is designed to allow upward movement of PWU members based on acquisition of additional skills and competency. PWU agrees to support the introduction of this initiative and BEC agrees that the initiative shall not diminish in any way the rights of PWU members to carry out the work they currently do.

APPENDIX 1

Mixed Work Teams Agreement

This Agreement seeks to address one of the root causes of components reliability problems by promoting a working arrangement which creates a greater ownership and accountability for equipment performance which will lead to an improved performance in operation. The employees involved in this initiative will be encouraged to take ownership for the plant systems they are responsible for and they will be trained to have the necessary skills to undertake this enhanced set of duties.

Item 1. Outline of Proposal

Phase One: creation of six maintenance department work teams; three in the mechanical area and three in the electrical area. These teams will be:

1. Valve Team
2. Rotating Equipment Team
3. Miscellaneous Mechanical Team
4. Breaker Relay Team
5. Switchyard Team
6. Miscellaneous Electrical Team

A minimum of one Group Leader will be assigned to the Maintenance Teams.

Phase Two: cross-training of skills in order to support primary skills and to gain efficiencies. Examples of the training that may be included would be basic electrical and mechanical theory, basic tool box skill training and tagout of equipment training. Technicians will be involved in designing the training. Examples of using skills that technicians are cross-trained would be having a mechanic assist an electrician by lifting landing leads, having an electrician assist a mechanic on the valve team by doing cleanliness verification or having an electrician assist an operator in tagging out a piece of equipment.

Item 2: Job Description/Competencies of the New/Revised Role(s)

Employees will continue to perform their primary skill in support of a team of mixed skills. Employees will, however, also receive training to allow them to perform additional skills to the level that they are competent to perform.

Item 3. Number of Employees Required to Participate in Proposal

The number of employees on each team and the composition of each team will vary based on the most effective team balance and the degree of activity necessary to address the underlying performance concerns.

Item 4. Source of Recruitment and Preferred Method of Selection

Employees will be selected according to their discipline by qualifications and seniority.

Item 5. Outline Training Program

The goal is to give XXX hours per year of training to each employee on each team. The specific training will vary and will be assigned based on the team that the employee is a member of and the work that is to be performed.

Item 6. Timeline/Schedule

Combining electrical and mechanical and the selection of teams should be implemented immediately. The schedule for Phase Two will be determined by the success of the Phase One activities.

APPENDIX 2

Fix-It-Now Team (FIN) Agreement

British Energy Canada Ltd and PWU agree to establish Fix-it-Now (FIN) Teams at Bruce Site. A FIN Team is a multi-disciplinary team established to perform repair work on an expedited basis.

The current Labour Agreement will continue to be the lead document concerning all issues of wages, hours, and working conditions except as expressly modified by this Letter Agreement.

Item 1. FIN Team Composition – A FIN Team shall be composed of the following:

- (a) Group Leader(s) – management may determine the number
- (b) Electrical, Mechanical, Control & Instrumentation (C&I) and Radiation Protection (RP) – there shall be no more than 5 individuals from each department and each member must be a journeyman or higher in classification.
- (c) Operations- there shall be no more than five individuals from this department and each member shall be an Auxiliary Operator or Reactor Operator.

Item 2. Selection Process – Members of a FIN Team shall be selected in accordance with the following process:

- (a) Group Leader – selected by management
- (b) Electrical, Mechanical, C&I and RP – a posted bid process similar to a regular job bid shall be used; seniority shall be used for reference purposes but BE Canada Ltd will select the first team members.
- (c) Operations – a posted bid process similar to a regular job bid shall be used; upon each new bid all successful bidders shall no other bidding rights until all Auxiliary Operators and Reactor Operators have had the opportunity to work (a successful bid is a bid that involves FIN Team assignment for a period of time greater than one-half cycle length).

item 3. Assignment Duration – The normal length of a FIN Team assignment shall be two years:

- (a) Initial filling of additional FIN Team positions under this agreement shall continue for a two year period.
- (b) All subsequent bids shall occur one-half in the middle of the assignment period, and the other half at the end of the assignment period to eliminate a complete change of team composition at any given time.
- (c) Either Party may request a change to this cycle, however change may only occur by mutual consent.

Item 4. Miscellaneous

- (a) A FIN Team member may be returned to their respective department at their request or at British Energy Canada's request. Upon such occurrence a new bid may be posted and the successful bidder will fill the remaining term.
- (b) The FIN Team shall work day shift hours (4X10). During outages, both planned and unplanned, a back shift may be added for additional coverage. This back shift work will end no later than the end of the outage.
- (c) All FIN Team members shall continue to accrue seniority in their respective classifications/departments.
- (d) The overall goal of a FIN Team is to be a quick-hit team not a maintenance crew. A FIN Team is prohibited from working any overtime associated with FIN assignments other than incidental overtime. A FIN Team may work scheduled overtime to coincide with the scheduled overtime being worked by any of the maintenance shops. All FIN Team members shall remain on their regular overtime list and be available for such overtime.
- (e) The Group Leaders primary responsibility shall be the orderly assignment of work, work progress overview, and safety of all FIN Team members.
- (f) In the absence of successful bidders, inverse seniority shall be utilized to fill vacancies in a FIN Team. Once 'forced' an employee shall not be eligible on subsequent bids until all eligible employees have served a term in a FIN Team.

APPENDIX G

COMPETENCY BASED PROGRESSION PLAN

The parties agree to jointly develop a Competency Based Progression process for each respective job family. Employees may progress through the Progression process by meeting and demonstrating competencies, which will be jointly developed, and with each Progression there will be additional compensation paid to the employee. (Example shown in Chart # 1 below.)

A joint PWU/Management team will commence work on this endeavour immediately following ratification of this Collective Agreement with an implementation date of January 1st 2003.

The purpose of this Progression process is to allow employees to develop themselves at their own pace as well as providing the capabilities and flexibilities required to help make the business successful.

Due to the business's shift to Mixed Work Teams, this Progression Plan also covers the need to have Union Supervisors who are competent to be able to supervise multi-faceted areas (Ops, M/M, Civil, Control). The parties agree to incorporate a Progression scheme, which accommodates development of Union Team Leaders to be able to supervise disciplines of different job families.

This will be managed as a self-funding plan, whereby business savings from application will be the source of funding for progressions. This is seen as an innovative approach towards a more flexible and productive working situation for Bruce Power staff.

Implementation of this process will require amendments to affected collective agreement clauses.

Chart # 1

Union Team Leader (Working Supervisor)		4%
<hr/>		
Journey person	↑ Competency	2%
	Competency	2%
	Competency	2%
	Competency	2%
<hr/>		
Trainee	Training Progression Steps	

Chart # 2

Union Team Leader (Working Supervisor)	↑	Competency	2%
		Competency	2%
		Competency	2%

In regards to current incumbents in the UTS II Mechanical, Civil and TWE classifications, these employees will be grand fathered into the progression scheme shown above in Chart #2 and will have successive demonstrated competencies added to their base rate which is 17% above the journey person rate.

Power Worker's Union

Bruce Power

Date

PART C

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MID-TERM AGREEMENT INDEX

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