

# **COLLECTIVE AGREEMENT**

Between

**ONTARIO POWER GENERATION INC.**

and

**POWER WORKERS' UNION**

**CANADIAN UNION OF PUBLIC EMPLOYEES – C.L.C.**

**LOCAL 1000**

**April 1, 2021 – March 31, 2022**

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### NOTE

In order to readily identify changes in this Agreement from the previous one, new changes are printed in bold. Note that certain foreign words used within the text are, by convention, printed in italics, however these words are easily identifiable and should not cause confusion. Words and expressions denoting any gender shall include other genders as the context may permit.

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**COLLECTIVE AGREEMENT  
BETWEEN**

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

and

POWER WORKERS' UNION (PWU), CANADIAN UNION OF PUBLIC EMPLOYEES, Local 1000 - CLC,  
hereinafter referred to as the "Union" which executes this Agreement by **J. Parnell**,

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

NOW THIS AGREEMENT WITNESSETH

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

**ARTICLE 1  
RECOGNITION  
COLLECTIVE BARGAINING UNIT**

- 1.1 The Company recognizes the Union as the sole bargaining agent for all regular, part-time and temporary employees<sup>1</sup>, including technicians of the construction field forces and security employees but excluding:
- (a) Employees now represented by other bargaining agents.
  - (b) Persons above the rank of working supervisor.
  - (c) Persons who exercise managerial functions in accordance with the Ontario Labour Relations Act.
  - (d) Persons employed in a confidential capacity in matters relating to labour relations in accordance with the Ontario Labour Relations Act.
- 1.2 The grievance/arbitration procedure may be used to challenge any unreasonable, arbitrary or bad faith action taken by the Company which results in the exclusion of any employee or position from the bargaining unit. The parties will attempt to resolve disputes expeditiously.

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

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

## **ARTICLE 2 GRIEVANCE PROCEDURE**

- 2.1 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.
- 2.2 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.

### **2.3 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.

## **2.4 Grievance Review Board**

The Grievance Review Board shall consist of two Union representatives (Chief Stewards) and two Management representatives (at a high level), who will have the authority to agree unanimously to a final and binding settlement of any grievance or unanimously agree to the scheduling of any grievance, save and except the following types of grievances, which shall go directly to mediation or arbitration, as the parties may agree, or the Chief Arbitrator so determines:

- i. Grievances requiring medical disclosure;
- ii. Policy grievances;
- iii. Terminations;
- iv. Cases where the parties have agreed that facts should only be disclosed to those directly involved and the appropriate counsel acting on behalf of the parties for final resolution.

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

If not resolved at the Grievance Review Board, grievances move to arbitration. Unless the parties agree to regular arbitration, or the Arbitrator so orders, all grievances shall be submitted to Expedited Arbitration.

## **2.5 Disciplinary Matters**

- 2.5.1 Prior to the imposition of any disciplinary penalty, the Company shall hold a Disciplinary Interview, which shall replace Step 1 of the grievance process.
- 2.5.2 The Company shall provide the Union and any employees who may be disciplined three (3) days' notice of the Interview.
- 2.5.3 The Interview shall take place between the Company, the Union and the accused individual
- 2.5.4 The Company shall set out its allegations and except where the allegations could constitute a criminal offence, the Union or the individual(s) shall set out their version of the events. Minutes, but not a transcript, of the Interview setting out the substance of the discussion shall be taken.
- 2.5.5 The minutes of the meeting shall be provided to the Union and the accused individual(s) within seven (7) days of the Interview except where the accused individual or Union unreasonably fails to attend the interview and there is no agreement to re-schedule, in which case the Company will proceed with discipline under 2.5.7 below.
- 2.5.6 The Union and the accused individual(s) shall forward a written reply to the minutes, if any, within seven (7) days of receipt of the minutes.
- 2.5.7 Should the Company choose to impose discipline, the Union has ten (10) days to file a grievance commencing at Step 2.

- 2.5.8 Nothing in the disciplinary interview process is intended to interfere with the Company's right to investigate matters.

## **2.6 Facilities and Costs**

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

## **ARTICLE 2A DISCIPLINE AND DISCHARGE**

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

## **2A.5 DISCIPLINARY PENALTIES**

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

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

## **ARTICLE 3 ARBITRATION**

### **3.0 THE REGULAR ARBITRATION PROCESS**

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

**3.1** This procedure shall not apply to Union allegations of unfair treatment.

**3.2** Where a difference arises between the parties relating to the interpretation, application, or administration of this Agreement, including any question as to whether a matter is arbitrable, or where an allegation is made that this Agreement has been violated, either of the parties may, after exhausting any grievance procedure established by this Agreement, refer the grievance to arbitration pursuant to Article 2.4.

The Arbitrator shall hear and determine the difference or allegation and shall issue a decision and the decision shall be final and binding upon the parties and upon any employee affected by it. However, in no event shall the Arbitrator have the power to change, alter, modify or amend any provision of this Agreement.

### **3.3 Principles of Expedited Arbitration**

- (a) Arbitrators shall normally decide multiple cases each day of hearing. Cases shall be heard on an expedited basis after the parties have exchanged their written briefs. Oral evidence may be called only where the arbitrator deems necessary and only with leave of the arbitrator. Mediation prior to arbitration is normally an integral part of this arbitration process.
- (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.

#### **3.3.1 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 delay and increasing the efficiency of the regular arbitration process.
- (vi) appoint a Deputy Chief Arbitrator and delegate such powers to that Deputy as the Chief Arbitrator may deem fit. The Deputy shall succeed the Chief Arbitrator should the Chief Arbitrator be no longer willing or capable of carrying out the duties of the Chief Arbitrator.

### **3.3.2 All Arbitrators**

Where a difference arises between the parties relating to the interpretation, application, or administration of this Agreement, including any question as to whether a matter is arbitrable, or where an allegation is made that this Agreement has been violated, either of the parties may, after exhausting any grievance procedure established by this Agreement, refer the grievance to arbitration pursuant to Article 2.4.

The Arbitrator shall hear and determine the difference or allegation and shall issue a decision and the decision shall be final and binding upon the parties and upon any employee affected by it. However, in no event shall the Arbitrator have the power to change, alter, modify or amend any provision of this Agreement.

All arbitrators are to determine their own procedure, may admit evidence that would not be admissible in court and may rely on such evidence to render a decision. All arbitrators will have the power and authority to determine the real issues in dispute between the parties in any particular case and to relieve against time limits in the grievance process. All arbitrators' decisions will be final and binding. 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 Agreement<sup>2</sup> 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 PWU Sector Vice-President or delegate and may be cancelled by either party upon the giving of 30 days' notice:
- (a) Changes in working hours between the hours of 7:00 am to 6:00 pm for an individual, work group or crew.

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<sup>2</sup> 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.

- (b) The extension of acting positions beyond 90 days as outlined in Part B, Item 14.0; Part D, Section 6.2 A; Part D, Item 6.2 B; Part G, Section 12.0; and Part F, Item 9.0.
- (c) Modifications to hours of work (specific) at all locations for banked time arrangements.
- (d) Local extensions to a maximum of three (3) months, except as noted below, beyond the normal twelve (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.  
  
Local extensions of up to six (6) months will be granted when the use of temporary employees is as a result of Pregnancy and/or Parental leaves that are more than twelve (12) months' duration.
- (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

#### 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**

### **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;
- (e) A minimum number of NRF (Nuclear Response Force) qualified NSOs (Nuclear Security Officers) are required to work during a legal strike to satisfy the company's minimum complement requirements. Prior to the commencement of a legal strike, management and the PWU will jointly contact NRF qualified NSOs to advise them of the work schedules and the terms and conditions they will work to during a legal strike.
- (f) This agreement exempts the parties from Subsections 73.2(4) to 73.2(11) of the Ontario Labour Relations Act R.S.O. 1990 and any amendments thereto of that statute.

5A.3 The Union agrees to communicate and educate its stewards and membership on the intent of this Article.

## **ARTICLE 6 NO DISCRIMINATION**

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

- 6.3 The Company shall not discriminate against an employee on grounds prohibited by the Ontario Human Rights Code. An allegation that this clause has been violated shall be a fit matter for redress under the grievance and arbitration procedure.

## **ARTICLE 7 MANAGERIAL RIGHTS OF THE COMPANY**

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

## **ARTICLE 8 SKILL BROADENING AND WAGE STRUCTURE**

### **8.1 Introduction**

In order for the Company to be competitive it is essential that work efficiency be maximized. The Company must change its current approach to performing work while continuing to improve safety and quality standards. In addition, the Company must invest in employee development. These changes can be achieved through the introduction of skill broadening programs and a simplified wage structure.

The wage structure consists of three (3)<sup>3</sup> salary bands.

All employees on the wage structure will be expected to perform any assigned work (as described in 8.2 below) within the same band or a lower band without additional compensation.

### **8.2 Skill Broadening**

Skill broadening is the development and use of employees to perform work outside of their traditional roles. Skill broadening is achieved by providing employees with the training and opportunities to perform additional work safely. The intent of skill broadening is to enrich job content and increase work efficiency by:

- a) Removing the traditional boundaries in working roles; and
- b) Developing employee capabilities to perform work beyond their traditional roles.

Skill Broadening can be achieved by taking advantage of existing and future technology and by development of employees who are highly trained with multiple capabilities and responsibilities.

Skill Broadening will include training and instruction of other employees. It also will include new responsibilities required to maximize the commercial performance of the Company while ensuring compliance with market rules and sound health and safety and environmental practices.

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<sup>3</sup> ANO and UOCRO treatment will be outside of band 3.

Skill broadening and the consolidation of occupation codes into new job groupings will not eliminate the distinctions between positions. For example, Mechanical Maintainers will not become Control Technicians. However, there may be an overlap of duties between job groupings.

The intent of skill broadening is not to fully qualify an employee in all other jobs but rather to maximize the capabilities of employees.

Employees can be required to work outside their job grouping with employees in other job groupings to jointly complete work assignments. All work assignments are dependent on employees having appropriate skill, knowledge and training.

Employees working independently will be expected, once trained, to perform basic skills of other job groupings at the same or lower band. There may be limited circumstances where employees receive specific training in another job grouping to fully complete a specialized task.

In addition to the responsibilities listed in their Job Documents, the work of employees will be expected to include additional tasks. This is further described in the Article 8 Intent Document, which forms part of this agreement.

### **8.3 Wage Structure**

The wage structure will consist of three (3) bands comprised of a series of progression steps within each band. Progression through steps will be time based subject to satisfactory performance and successful completion of training.

The wage structure will eventually replace all existing wage schedules.

All new employees hired must participate in skill broadening.

### **8.4 Implementation Issues**

#### **8.4.1 Implementation Committee**

A six (6) person committee will be established, comprised of three (3) Company representatives and three (3) PWU representatives, to identify and resolve any problems and make recommendations to the Oversight Committee for any changes to the collective agreement.

Any inconsistencies between the existing collective agreement and this article will be resolved in a manner consistent with the goals and principles of this Article.

Any unresolved matters and changes to the collective agreement will be referred to the Oversight Committee for resolution.

#### **8.4.2 Oversight Committee**

The Oversight Committee will resolve all issues arising out of the implementation of the wage structure and any unresolved issues arising out of the implementation committee review of the collective agreement and any other agreements between the parties. This committee will be comprised of two (2) senior level representatives from

the Company and two (2) senior level representatives from the PWU. Should the Oversight Committee reach an impasse on an issue the matter may be remitted to mediation/arbitration using the same mediator/arbitrator as agreed to in Article 8.4.4.

### **8.4.3 Job Evaluation Plan**

All occupation codes and associated job titles and job documents (job descriptions, occupational definitions and expectation documents) will be consolidated into new job groupings. Issues associated with the job groupings will be reviewed by the joint implementation committee.

The company will produce generic Job Documents to describe the job groupings within each band.

A gender neutral Job Evaluation Plan has been developed (see Article 8.13) to allow placement of any occupation code or job into one of the 3 bands. All new occupation codes will be evaluated under this new job evaluation process.

The Company shall notify the Union of the introduction of any new job classifications and their placement on a band (i.e. Band 1, 2 or 3). Where a difference arises between the parties, the Company may introduce the new job classification(s) or placement on a band (i.e. Band 1, 2 or 3). Either party may require that the differences between them be submitted directly to the arbitration process as detailed in Article 3 and the decision shall be binding on both parties.

When significant alterations in duties and/or technological changes occur, the Job Document will be modified by joint agreement or by the Job Challenge process outlined in Article 8 of the Collective Agreement.

Effective September 1<sup>st</sup>, 2012, job challenges disputing the placement on the band shall be filed within one (1) year from the date that the Union is notified of the placement of the new job classification on the band and the classification has been populated.

Effective September 1<sup>st</sup>, 2012 any existing job not currently challenged and in effect for a minimum of one (1) year can only be challenged when the Union can demonstrate that significant alterations in duties and/or technological changes have occurred. Evidence will be restricted to one year prior to the filing of the grievance.

Supervision is not reflected in the job evaluation plan, but is recognized with a premium. Supervising responsibilities which attract a supervisory premium can only be assigned and not assumed. The responsibilities for all supervisors are stated in Section 8.8 below.

Each employee shall have access to his/her job document, through their supervisor, and to documents covering other PWU represented employees through the Chief Steward or the Union Office.

Note: See also PWU Negotiated Policies and Practice 4-2: Nuclear Skill Broadened Job Descriptions – Revised Tuesday January 17<sup>th</sup>, 2006

### **8.4.4 Job Challenge Procedure**

The Challenge Procedure is comprised of two distinct streams, one for employees who volunteered for skill broadening and another for those who did not.



#### Job Challenge Process:

1. The Union shall commence this dispute resolution process by filing a Job Challenge with the relevant contact supervisor. The parties shall meet within seven (7) days to attempt to resolve the matter. 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 Joint Classification Committee (JCC) in the former Nuclear bargaining unit, or the Implementation Committee (IC) in the former Non-Nuclear bargaining unit. Failing resolution at that meeting, the matter shall be referred to expedited arbitration using a mutually agreed upon expert in job evaluation to act as Arbitrator.
2. The JCC, or IC shall sit monthly or as otherwise agreed to by the parties and consist of three (3) union and three (3) employer representatives. It shall have the power to resolve any dispute concerning the placement of a job on a particular Band by unanimous agreement. If the JCC, or IC cannot reach agreement the matter may be submitted to the expedited resolution process.
3. The Arbitrator's jurisdiction in these matters is limited to a determination of the correct placement of a job on a particular Band. The Arbitrator cannot alter the rates of the Bands.
4. Briefs shall be prepared by each party for each claim including a statement of facts, brief argument and the relevant provisions of the Collective Agreement. The briefs shall be provided to the Arbitrator at least 7 days prior to any hearing date. The Arbitrator will advise which matters will require witnesses for credibility issues. The parties will also exchange these briefs.
5. The fees of the Arbitrator and costs associated with these hearings shall be shared equally by the parties.
6. Retroactivity will be restricted to 12 months prior to the filing date of the challenge.

#### **8.4.5 Progression From Step to Step within a Band:**

Each band will contain an Entry Rate, and a Terminal Rate. There will be 8 annual progression steps from the Entry Rate to Terminal Rate except Band 1 which will have 6 annual progression steps.

Progression through steps will be time based subject to satisfactory performance and successful completion of training.

Employees who are not offered developmental and/or training opportunities will progress annually to the next step in the Band up to the Terminal Rate subject to satisfactory performance.

New hires will have previous experience recognized and will be given credit for such experience and will be placed at the appropriate step within a band. The current practices for determining the appropriate hiring rate will continue to be used. Any disputes regarding such placements will be referred to the Oversight Committee for resolution.

Subject to satisfactory performance and the successful completion of training ANOITs will progress through an Authorized Nuclear Operator Schedule.



Employees on LTD or who have been approved for LTD prior to September 4<sup>th</sup>, 2001 are not eligible to volunteer for skill broadening. The Company will accept any request to volunteer from existing LTD employees when they return to regular employment.

Employees who are above the terminal rate of their band and are successful to a position in the same band will continue to maintain their above band rate. This does not include any premium paid for supervisory duties in accordance with Article 8, Item 8.8.1.

## **8.5 Temporary Employees**

All temporary employees, excluding those hired pursuant to Appendix A, will be required to work to the skill broadening standards effective the ratification date of this agreement.

With the exception of temporary employees, hired pursuant to Appendix A, all temporary employees will receive the same wage treatment as regular employees according to the criteria outlined in Part A, Item 43.0, Wage Structure.

With the exception of temporary employees, hired pursuant to Appendix A, all temporary employees will be placed on the band appropriate to the classification hired into. Specific step placement will be assessed at the point of hire, or re-hire.

## **8.6 Article 11 as it relates to the wage structure**

The existing Occupational Group Listings (OGLs) will continue in their current format until they are replaced.

Existing Occupational Group Listings (OGL) will be frozen and new OGLs for new job classifications will continue to be established pursuant to Article 11.4

When existing Occupational Codes are consolidated into job groupings as per section 8.4.4, then all OGLs will be updated at the same time.

New disputes arising over the grouping of a job or jobs into an Occupational Group Listing will be referred to the Oversight Committee. In the event that a dispute is not resolved at this level, then such disputes will be referred to the Chief Arbitrator for resolution.

## **8.7 Premiums**

The following premiums are eliminated and the work assignments associated with them are considered to be part of normal job duties:

- Holding Work Protection for a Work Group
- Greenmanning
- Plastic Suits
- Confined Space Monitor
- Contract Monitor
- Entry Coordination/Access Control
- Procedure Writing

- Assessing tasks
- FME Monitors
- AA Rate
- Lead Hand
- Relief for any Position within Band
- Instructors rate
- Frontier Allowance
- Field Allowance
- Thermal Special Allowances (F6 "Dirt Pay")
- Operator Agent Duties
- Carpenter Special

Subsequent to ratification of the Collective Agreement and upon mutual agreement any other premiums for the performance of specific tasks contained within the collective agreement and any other agreements between the parties will also be eliminated. Any unresolved issues will be referred to the Oversight Committee for resolution.

## **8.8 Supervision**

Supervisory Responsibilities under the new wage structure are as stated below. Some supervision and/or coordination of work is included in the band rate of every job and will not attract extra premiums. Supervisory responsibilities which attract a supervisory premium can only be assigned and may not be assumed.

### **BASIC RESPONSIBILITIES OF SUPERVISORS**

Supervisors are expected to demonstrate personal qualities such as leadership, reliability and good judgement.

Assist the Manager by performing the following duties:

1. Developing and maintaining a safe and healthy work environment. Upholding safety standards and ensuring all of OPG's standards, rules and procedures are strictly adhered to.
2. Planning, organizing, scheduling, assigning, establishing parameters for, and checking work of staff/crews, including emergency work.
3. Monitoring work performance.
4. Ensuring all staff are qualified to perform the assigned work.
5. Scheduling and holding regular meetings (including safety meetings) to discuss context, plans, problems and suggestions. Identifying to the manager any emergencies/deviations to work.
6. Developing and improving skills and knowledge of staff to do their work and be capable of performing the full range of the processes and tasks that occur within the unit. Fostering a work environment that enhances employee performance and encourages employee engagement.

### **8.8.1 Full-Time Supervision**

Full Time Supervisors will be paid at 10% above their individual wage rate, but in no case will their pay rate exceed 15% above the terminal rate of their band.

### **8.8.2 Temporary Supervision**

Subject to the maximum permitted, employees who are assigned to act temporarily in a PWU represented supervisory position will be paid 10% above their individual wage rate except when reporting directly to another Union Supervisor in which case employees will be paid 5% above their individual wage rate. In no case will these temporary pay rates be more than 15% above the terminal rate of the band.

### **8.8.3 Temporary Relief in a Non-PWU Position**

Employees who are assigned to act temporarily in a non-supervisory non-PWU position will be paid at 6% above their individual wage rate but in no case will their temporary pay rate exceed 6% above the terminal rate of their band.

Employees who are assigned to act temporarily in a non-PWU supervisory position will be paid at 15% above their individual wage rate but in no case will their temporary pay rate exceed 15% above the terminal rate of their band.

Note: above payments cannot be combined

### **8.8.4 Training Technician Supervisory Payment (Nuclear ONLY)**

The Training Technician supervisory payments (5% above an individual wage rate) will apply to individuals who occupy a regular/temporary Training Technician posting/or when an individual is removed from his/her normal duties for greater than 30 days and performs the duties normally performed by a Training Technician i.e. training delivery and/or development.

## **8.9 Promotional Rule**

1. Any employee who receives a promotion to a higher band will receive the next highest step above his/her current rate in the higher band, which provides at least a 6% increase.
2. When an employee receives a promotion to a Job Grouping, as defined in Article 11.3(1), that they previously occupied, they shall be placed at the step in the higher band that they previously held.

NOTE:

For the purposes of the promotional rule only "Job Grouping" includes the equivalent Job Grouping in Nuclear/Non-Nuclear.

3. The employee shall receive the greater of 1. or 2. above.

#### **8.10 Relief Rule**

Any employee relieving in a higher band will receive the first step on the higher band that provides at least a 6% increase over the employees' current rate.

#### **8.11 Apprentices**

Apprentices will be provided with the opportunity to work the hours necessary for Provincial Certification.

#### **8.12 HOURS OF WORK**

Employees who participate in the Wage Structure and Skill Broadening and who are regularly scheduled to work 35 or 37.5 hours per week may request a permanent change to 40 hours per week. Approval to increase regularly scheduled hours of work is at the discretion of the Company. The increased hours of regularly scheduled work will be at straight time.

### 8.13 Job Evaluation Plan

All new occupation codes will be evaluated under this job evaluation process. This plan uses the levels of work approach to job evaluation. Jobs are rated as a whole to consider which level is most appropriately applied to the job. Benchmarking plays an important role in administering this type of job evaluation plan. Several benchmarks will be selected from the agreed to list of jobs in each band.

Level	FACTOR STRUCTURE/GUIDELINES
	<ul style="list-style-type: none"> <li>◆ Knowledge ⇒ Interpersonal</li> <li>◎ Results Δ Health &amp; Safety</li> <li>* Problem Solving ❖ Environment</li> <li>* Customer Service</li> </ul>
3	<p>“PERFORMS SKILLED INDUSTRY-SPECIFIC OPERATIONS”</p> <ul style="list-style-type: none"> <li>◆ Requires knowledge of a technical specialty and requires an understanding of Technical/trade processes.</li> <li>◎ Completes complex procedures and/or provides assistance and support in the performance of technical/operational assignments.</li> <li>* Resolves issues/problems by referring to established guidelines and exercising judgement within the defined framework and/or requires selecting the most appropriate choice from known alternatives.</li> <li>□ Completes work for internal/external customers according to technical/operational standards or specific instructions.</li> <li>⇒ Interactions may be internally and/or externally focused to exchange information or ideas that require explanation. Interactions require tact to handle problems or complaints.</li> <li>Δ Accountability for the health, safety &amp; well being of self and others is linked to compliance with technical/operating procedures and standards and includes the development of technical/operational solutions to problems.</li> <li>❖ May be fatiguing as a result of regular physical activity; and/or may require concentrated periods of mental/sensory attention. Often situated in an environment with exposure to disagreeable and/or hazardous conditions.</li> </ul>
2	<p>“PERFORMS SKILLED OPERATIONS”</p> <ul style="list-style-type: none"> <li>◆ Requires an understanding of clerical, technical or trades work processes.</li> <li>◎ Completes routine procedures and provides assistance in the performance of technical/administrative assignments.</li> <li>* Exercises some judgement to determine appropriate choice among established procedures</li> <li>□ Completes work for internal/external customers according to specific instructions.</li> <li>⇒ Interactions require courtesy to maintain effective working relationships.</li> <li>Δ Accountability for the health, safety &amp; well being of self and others is linked to compliance with technical/operating procedures and standards.</li> <li>❖ May be fatiguing as a result of regular periods of physical effort; and/or may require short periods of mental / sensory attention. Often situated in an environment with exposure to disagreeable and/or hazardous conditions.</li> </ul>

Level	FACTOR STRUCTURE/GUIDELINES
	<ul style="list-style-type: none"> <li>◆ Knowledge ⇒ Interpersonal</li> <li>⊙ Results Δ Health &amp; Safety</li> <li>* Problem Solving ❖ Environment</li> <li>* Customer Service</li> </ul>
1	<p>“PERFORMS BASIC OPERATIONS”</p> <ul style="list-style-type: none"> <li>◆ Requires an understanding of clerical, technical or trade established procedures.</li> <li>⊙ Completes routine procedures.</li> <li>* Activities are covered by defined rules and instructions.</li> <li>□ Completes work according to basic standards.</li> <li>⇒ Interactions are internally focused to receive instruction and give basic information.</li> <li>Δ Accountability for the health, safety &amp; well-being of self and others is linked to compliance with procedures and standards</li> <li>❖ May be fatiguing as a result of regular periods of physical effort; and/or may require short periods of mental / sensory attention. Often situated in an environment with exposure to disagreeable and/or hazardous conditions.</li> </ul>

## ARTICLE 9 SPECIFIC MATTERS OF AGREEMENT

- 9.1 These matters are to be dealt with in accordance with Parts A, B, C, D, E, F, G and Article 8.
- 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. **If there are no qualified PWU - CUPE Local 1000 represented applicants**, 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. A non-represented employee appointed to a vacancy within the PWU bargaining unit after April 1<sup>st</sup>, 2009 shall have his/her seniority limited to seniority earned in the PWU bargaining unit.

10.1.3 In filling vacancies within the PWU - CUPE Local 1000 bargaining unit, the Company will take into consideration whether the vacant position is supervisory or non-supervisory.

The following will apply:

(a) Supervisory Positions

1. In considering applicants for supervisory positions, primary consideration should not be given to seniority but to personal qualities such as leadership, reliability, judgment, ability to organize and instruct and an understanding and a display of the practice of good human relations. For supervisory positions, an endeavour will be made to select the most promising candidate.
2. Only those individuals satisfactorily possessing the above characteristics, as assessed by the Company, should be considered. Where practicable, applicants for supervisory positions should be interviewed by the supervisor responsible for the selection. Seniority will govern only in cases where there does not appear, in the Company's opinion, to be much difference in qualifications.
3. For the purpose of this article, supervisory positions are full time supervisors as defined in Article 8 and for Nuclear will include:
  - (a) FLMa(s) (for example control, mechanical, clerical, civil, Supervising Nuclear Operator (SNO), etc.)
  - (b) Authorized Nuclear Operator
4. The provisions of Article 10.1.3 A-3 above will not affect the status of incumbents for Union representation or the future posting of vacancies as they may occur.
5. Appointments to positions above the jurisdiction of the Union shall not be subject to the Grievance Procedure. However, the Company will give due consideration to representations of the Union where there is evidence of obvious irregularities or discrepancies.

(b) Non-Supervisory Positions

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

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

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

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

2. The senior qualified candidate will be selected to the vacancy with the following exceptions:

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.

Management reserves the right to restrict the transfer of successful applicants to a vacancy that represents a lateral or demotion. Prior to imposing this restriction, management will consider a delayed transfer, taking into account the availability of suitable replacements to allow for the delay. In the event that there are no reasonable alternatives to permit the transfer or delay, management reserves the right to restrict the transfer of the candidate to a lateral or demotion, where the transfer would reduce the capability in a given classification below a level necessary for the effective continued operation of the sending department.

Employees will receive written notice from his/her supervisor if their transfer is delayed or voided because they cannot be released. A copy of this written notice is to be given to the Chief Steward.

- (c) General

1. If the candidate selected has already been appointed to another position, but has not yet reported to the new job, he/she shall be given the opportunity of choosing the one he/she prefers unless it is in the Company's interest that he/she accept the first appointment.
2. On request, the Company will explain, in writing, to any unsuccessful applicant for an advertised vacancy, the reason why he/she was not selected for the position.
3. Details of requirements for notification of applicants are found in Part A, Item 17.0.

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

- (a) Seniority

Except as provided in Section 10.1 of this Article:

1. An employee's seniority, for purposes of selection to vacancies, shall be the service credit as defined in Part A, Item 5.0.
2. Service with an acquired company will be added to the employee's seniority.



3. The total service credit with the Company will be used for comparing seniority of applicants rather than service in a position, trade, or occupation.

### **Note**

After April 1<sup>st</sup>, 2009, non-represented employee appointed to a vacancy within the PWU bargaining unit shall have his/her seniority limited to seniority earned in the PWU bargaining unit.

(b) Base Hourly Rate

1. The maximum base rate per Part A, Item 43.

(c) Promotion Application

1. A promotion is defined as an advertised position that is in a higher Band than the applicant's current position, regardless of the weekly hours of work.

(d) Lateral Application

A lateral is defined as an advertised position that is in the same Band as the applicant's current position, regardless of the weekly hours of work

(e) Demotion Application

A demotion is defined as an advertised position that is in a lower Band than the applicant's current position regardless of the weekly hours of work.

## **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 years in their current work headquarters shall be entitled to moving expenses in accordance with the provisions of Part A, Item 23.0.

Candidates selected to trainee operator positions who have two years' service shall be entitled to moving expenses in accordance with the provisions of Part A, Item 23.0.

Employees appointed to positions which are filled due to an agreed to waiver of posting and/or selection, as provided in 10.1.3 (b) (2), will be entitled to moving expenses in accordance with the provisions of Part A, Item 23.0.

## **ARTICLE 11 SURPLUS STAFF PROCEDURE**

Subject to the exceptions identified below, no employee will be involuntarily laid off during the term of the Collective Agreement. Article 11 with the exception of Article 11.0 will be suspended for the term of the Collective Agreement.

During the term of the Collective Agreement there will be no involuntary lay-offs. Any surplus of staff will be handled through either worksite / location re-deployment in accordance with Article 11.0, or the offer of severance under the applicable VSP mid-term agreements.

During the term of this agreement if a surplus cannot be accommodated through re-deployment, or a VSP under the applicable mid-term agreements, the treatment of employees who are adversely affected by such an event will be subject for discussion between the parties. These discussions will occur in the context of a commitment by the Company to employment security. If an agreement cannot be reached all unresolved issues may be referred to the Chief Arbitrator for resolution.

The suspension of Article 11 will expire on March 31, **2022**, unless the provision below comes into effect, and will not be automatically renewed in any subsequent Collective Agreement.

In the event that either:

- OPG's license to operate the Pickering Nuclear Generating Station is not renewed by the CNSC; or  
**(this specific language will be suspended April 1, 2021 to March 31, 2022)**
- A decision is announced to permanently cease electricity production in whole or in part at Pickering Nuclear Generating Station that would result in involuntary lay-offs during the term of the collective agreement; or  
**(this specific language will be suspended April 1, 2021 to March 31, 2022)**
- A decision is announced that OPG will not proceed with the refurbishment of one or more units at Darlington Nuclear Generating Station:  
**(this specific language will be suspended April 1, 2021 to March 31, 2022)**

then the prohibition of involuntary layoffs and the suspension of Article 11 referred to above will come to an end on the date one of the above occurs and will not be automatically renewed in any subsequent Collective Agreement.

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Management will determine whether they implement Article 11.0 and/or Article 11.1.

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

Note (Non-Nuclear ONLY):

In the event that an employee who did not volunteer for skills broadening is affected by an Article 11.1 implementation he/she will be asked if they wish to choose skills broadening. If they so choose they will be placed in the appropriate occupational group listing (OGL) but will only be able to displace into positions within lower bands. There will be no skills broadening bonus paid. If they do not choose skills broadening they will be covered by the Non-Nuclear Collective Agreement which expired March 31<sup>st</sup>, 2002. They can only displace employees who have not elected to skills broaden. For the purposes of worksite/location redeployment those who did not volunteer for skills broadening will be treated in the same manner as all other employees and should they be force transferred their election not to skills broaden will be honoured.

## 11.0 WORKSITE/LOCATION REDEPLOYMENT

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

1. Within a worksite<sup>4</sup> or between worksites in close proximity to each other, management may deploy employees within equal Job Groupings.
2. (i) Within a Location<sup>5</sup> that has multiple worksites management may deploy employees within equal Job Groupings<sup>6</sup> from an over-complement worksite to an under-complement worksite, on a senior choice/junior force basis until either the over-complement or under-complement ceases to exist, whichever occurs first.

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

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

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

- (a) A junior employee who refuses to be transferred will be subject to discipline up to and including termination. All disputes regarding the discipline and termination of an employee who refuses a transfer will be referred to the Chief Arbitrator for resolution on an expedited basis. An employee who is terminated for refusing a transfer under the terms of this agreement shall be eligible to receive reduced severance pay pursuant to Article 11.15(c) (iii) as well as Article 11.15.1 (Benefit Continuance/Tuition/Outplacement Services), if the proposed transfer is to a location that is not within a reasonable commuting distance from his/her residence.

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

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

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<sup>4</sup> As defined by Article 11

<sup>5</sup> As defined by Article 11

<sup>6</sup> As defined by Article 11

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

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

(c) Employees transferring will be entitled to moving expenses and housing assistance as set out in Part A, Item 23.

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

4. If the transfer results in a move to an equal Job Grouping, the employee shall maintain his/her current rate. In situations involving a move to an "Equal" Job Grouping requiring fewer weekly hours of work, the employee shall have his/her rate frozen in accordance with Article 11.20.

If the employee chooses a "lower" under-complement position (including positions requiring fewer weekly hours of work) in the same location as per 11.0.2(ii) he/she shall have their rate frozen for a period of three months at which time a three percent (3%) reduction in rate will take place. Subsequent reductions of three percent (3%) will take place annually thereafter until the maximum rate for the lower rated job is reached.

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

#### **11.1 Surplus Staff Procedure – Sequence of Events**

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

2. All vacancies, job challenges, OGLs and any other relevant proceedings before the Skills Broadening Implementation Committee will be frozen until the end of this process.

3. Employees will be required to make irrevocable elections within 7 (seven) days from the date of last posting of the initial notice of termination/layoff in accordance with Article 11.5. The Company will confirm to the Union the date of last posting.

4. Employee displacement rights will be determined and those employees who will be accepted for voluntary termination, placed, displaced, laid off and/or terminated shall be identified. All displacements and the names of employees to be laid off, terminated will be identified "on paper" at the outset prior to implementation of any changes resulting from the announced reduction of complement.

5. In situations where the operation of the displacement rights would result in multiple chain displacements to the point of causing an inappropriate level of dislocation for the employer, the employer may refer the issue of amending the displacement operation of Article 11 for the particular run in question to the Chief Arbitrator for expedited arbitration.
6. The names of the employees who will be accepted for voluntary termination, placed, displaced, laid off and terminated shall be announced.
7. The "freeze" on filling vacancies ends at the time of the announcement. During the period after the announcement and prior to the date of termination set out in the initial notice of termination/layoff, the Company, pursuant to Article 10, will post vacancies which remain unfilled after the displacement process and new vacancies as they arise. If vacancies remain unfilled after the Article 10 process, during the period prior to the layoff, fair and objective consideration for such vacancies will be given to applications from employees to be laid off.
8. The implementation of voluntary terminations, placements, displacements, layoffs and terminations pursuant to the Article 11 process will commence on the date of termination/layoff identified in the initial notices unless extended by the Company in accordance with the Employment Standards Act and regulations and subject to any "reversals" which may have occurred as a result of employee terminations.

## **11.2 Application**

- (a) There will be no displacements between Nuclear and Non-Nuclear positions.
- (b) This procedure applies to regular full-time and regular part-time employees. The displacement and recall rights of probationary employees and regular-seasonal-A employees are limited to those contained in 11.13.
- (c) The Company will supply the PWU with an accurate computerized seniority list (see note below) separated by Occupational Group Listings (OGL's) and sorted by province and locations on February 1st and August 1st and at the time the Company gives initial notice of termination/layoff under this Article.

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

- Name/employee number
- PWU Seniority
- Band
- Base OGL
- Level
- OCC code
- Job Grouping/Job Title
- Building code

- Geographic location
- Status
- Business

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

#### **NOTE**

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

Last Name, Initials, PWU Seniority, Occupational Code, Job Grouping/Job Title, Base Occupational Group Number, Band, Location, Building Code, Payroll Number, Business Unit, Division, Department, Hours of Work, Date of Notice of Termination/Layoff, Date of Expiry of Recall, and End Rate of the Job Grouping.

- (d) Medically Restricted at Work (MRAW) employees who have had a special position created for them cannot be displaced. In the event that there is a closure of a worksite or the special position is redundant, the MRAW employee will displace in accordance with this Article and where necessary be accommodated in accordance with applicable legislation. For purposes of Article 11 the MRAW employee will be deemed to be in the Job Grouping held immediately prior to being placed in the special position.
- (e) Performance Limitations: When an individual has a verifiable physical or medical limitation and is not required to be accommodated under the Human Rights legislation and which prevents him/her from performing the essential functions of a job in his/her Occupational Group Listing (OGL) into which he/she may be displaced, and which is voluntarily identified in advance of determination of displacement rights following notice of layoff, the Company and the Union will meet to discuss this individual. It is understood that if there is no mutual agreement the Company may proceed to implement the layoff. Nothing in this Article is intended to require any employee to self-identify or to modify in any way the rights or obligations of the Company, Union or employee under the human rights legislation.
- (f) Employees on pregnancy/parental leave, or assignment outside Ontario or approved leaves of absence, vacation, sick leave will be subject to this process and be required to participate as if they were in their regular position. Such employees will assume their new positions upon return and until such time the positions will be filled on a temporary basis if required by the Company.

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

- (g) Employees on LTD including those in a LTD funded Rehabilitation and Re-Employment Program may not displace nor are they subject to displacement.
- (h) Notwithstanding the provisions of this Article an employee who is within five years of normal retirement or within five years of eligibility for undiscounted pension when faced with displacement or layoff, with joint agreement may be given special consideration for worksite protection/preference.
- (i) Notwithstanding the provisions of this Article, the parties may make special arrangements for employees who are disabled to the extent that alternative employment would be difficult to find.

### **11.3 Definitions**

- 1. "Job Grouping" shall mean an employee's job title as referenced in Article 8.4.3.
- 2. "Equal": Means the employee's current Job Grouping and other Job Groupings as identified in the employee's OGL at the same level.
- 3. "Lower": Job Groupings identified in an employee's OGL at a lower level.
- 4. "Equal Vacancy": A vacancy in the employee's current Job Grouping or another Job Grouping as identified in the employee's OGL at the same level.
- 5. "Worksite" is a place of operations as identified by building code(s) and identified in Appendix A. An employee's worksite will be their regular work headquarters as defined in Part A, Item 18.2.
- 6. "Work Centre" as identified in Appendix A.
- 7. "Location" means a geographic area which includes worksite(s) and/or work centres. Locations are identified in Appendix A.
- 8. "Occupational Group List (OGL)" means a jointly agreed to list of "Equal" and "Lower" Job Groupings into which an employee can exercise displacement rights. OGLs are equals and lowers within the appropriate job family which an employee can satisfactorily perform within a reasonable period of familiarization and orientation.
- 9. "Surplus Employee" is an employee who has been given notice of termination/layoff by the Company or an employee who may be displaced or who is displaced from his/her position.
- 10.
  - (a) "Seniority" means the service credit as defined in Part A Item 5.0, except for the restrictions contained in Article 10.1.2.
  - (b) Where employees have the same seniority the employee with the highest employee number is deemed to be the more senior employee.

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



## 11. Nuclear ONLY

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

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

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

There are five families as listed below:

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

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

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

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

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

### 11.4 Occupational Group Listings (OGLs)

1. For a job to be included in an OGL, it must be a job which can be satisfactorily performed by the average employee in the surplus Job Grouping within a reasonable period of familiarization and orientation. This period will vary depending on the complexity of the job.
2. All existing jobs are placed in OGLs. OGLs shall be part of this agreement but shall be published in a separate publication.
3. New OGLs shall be jointly developed for new jobs or for existing jobs which have materially changed or for jobs that have the wage rate adjusted. If the parties cannot agree on an OGL, the dispute will be resolved in accordance with Article 8.4.
4. For Stations/Sites in non-nuclear which have been Decontrolled under Article 17, the OGLs for the Security job groupings will be expanded to include other job groupings as agreed to by the parties.

#### **11.4.1 Failure to Demonstrate Qualifications**

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

#### **11.5 Notice of Termination/Layoff**

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

#### **11.6 Employee Elections\***

1. All employees whose Job Groupings are in the OGL of the overcomplement position(s), will be required to supply the Company, by a date determined by the Company, information necessary to enable the Company to make decisions relating to employee displacements in Locations, and the Province. The information required is:
  - a) Does the employee wish to voluntarily terminate if given the opportunity
  - b) Is the employee willing to move
  - c) Is the employee willing to change from Regular Full Time to Regular Part Time or vice versa.
2. The Company will be entitled to rely on this information for purposes of applying the provisions of Article 11.
3. Employees will have seven (7) days to provide their elections to his/her Human Resources Office.

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

## **11.7 Failure to Identify Elections**

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

## **11.8 Voluntary Termination**

Voluntary Terminations are accepted on the basis of seniority.

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

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

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

## **11.9 General**

1. All employees work at a worksite or work centre in a Location.
2. Each employee shall have the responsibility to notify the Company of his/her current address and telephone number and any subsequent change. The Company shall be entitled to rely on the last address and telephone number furnished by the employee for all purposes.
3. Grievances under this agreement or a predecessor agreement which have not been resolved before the commencement of the freeze period, do not affect the Company's right to layoff pursuant to Article 11.
4. All vacancies, job challenges, OGL's and other relevant proceedings before the Skills Broadening Implementation Committee will be frozen from notice date until the end of this process. The freeze on filling vacancies shall end when the results of the application of Article 11 are announced.

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

### **11.10.1 Equal Within the Location**

- (a) An Employee will be placed into an equal vacancy in his/her location within his/her occupational group list. If no such vacancy is available then;

- (b) Employee elections will be reviewed to determine if an employee in the location in an “Equal”, including the overcomplement employee, has elected to voluntarily terminate. If there is more than one employee who has so elected, the senior will be accepted. If the employee accepted for cashout is not the overcomplement employee, then the overcomplement employee will be placed into the spot left by the employee accepted for cashout. If no voluntary terminations are accepted then;
- (c) Employees who have elected a willingness to move will go to Equal Within the Province (11.10.2), employees who have not elected a willingness to move will go to Displacements (11.11).

#### **11.10.2 Equal Within the Province**

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

#### **11.11 Displacements**

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

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

- (b) A regular full time employee may elect in advance to decline all available regular part time positions. A regular part time employee may elect in advance to decline all available full time regular positions.
- (c) When an occupational group has more than one Equal Job Grouping, the least senior employee shall be the most junior among all of the Equal Job Groupings.
- (d) A vacancy within an employee’s OGL is deemed to be the junior equal (see process in 11.11.1 below) or lower, (see process in 11.11.2 below) in all applications of the displacement process.
- (e) Apprentices or Trainees are granted displacement rights into the Job Groupings listed in their OGL. An Apprentice or Trainee can displace a junior employee within his/her OGL including a Journeyperson. If an Apprentice or Trainee displaces a Journeyperson in the same Job Grouping, the Apprentice or Trainee will continue in the apprenticeship program and will be paid as per their progression schedule.
- (f) A job share position where both job share partners are junior to the displacing employee will be deemed to be a regular full time opportunity.

- (g) Seniority rights outside the Location are only exercisable in the Province by employees with seniority of two (2) years or more.

#### **11.11.1 Equal Stream**

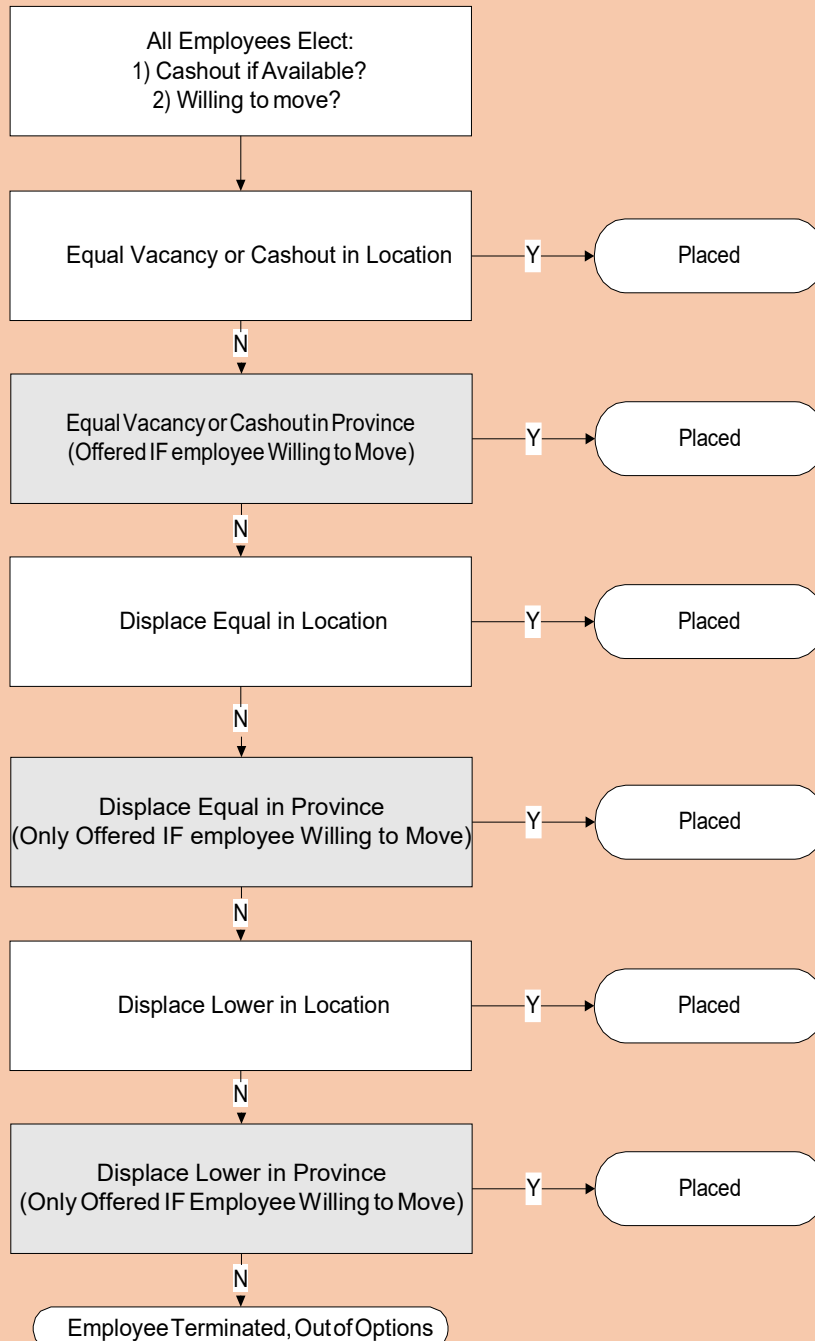
1. At the location an employee must displace the least senior employee in an equal Job Grouping. Refusal to accept results in termination of employment. If no position is available, then;
2. Employees who have not elected a willingness to move, or who are not eligible for provincial displacements will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

#### **11.11.2 Lower Stream**

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

## 11.12 Displacement Rights

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



Note that employees who are unwilling to move will skip steps where a provincial placement is sought and fall through to the next step.

Where there is a discrepancy between the chart and the language, the language will be deemed to be correct.

### 11.12.1 Displacement Rights for Nuclear Operator Family

For the purposes of Article 11, "Nuclear Operator Family" shall include the following:

- Authorized Nuclear Operators (ANOs)
- Supervising Nuclear Operators (SNOs)
- Nuclear Operators (NOs)
- Control Room Operators (CROs)

### 11.12.2

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

For all purposes other than 11.12.3(1) (Surplus ANOs displacing ANOITs) Stations and Streams are as follows:

Station	Streams
Pickering	Units A, Units B, Common Services, Fuel Handling A, Fuel Handling B, Dry Fuel Storage
Darlington	Units, Common Services, Fuel Handling, Tritium Removal Facility, Dry Fuel Storage

### NOTE

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

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

### 11.12.3 Surplus ANOs

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

For the above purposes the stations are:

Pickering A	Pickering B
Darlington	

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

A. Station

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

Exception: If at Pickering displace 30% of SNO(s) in opposite Unit stream and Common Services.

Displace 100% of NO(s)

B. Location

Displace 15% of SNO(s)

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

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

C. Province

Displace 15% of SNO(s)

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

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

**NOTE**

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

3. Displacement

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

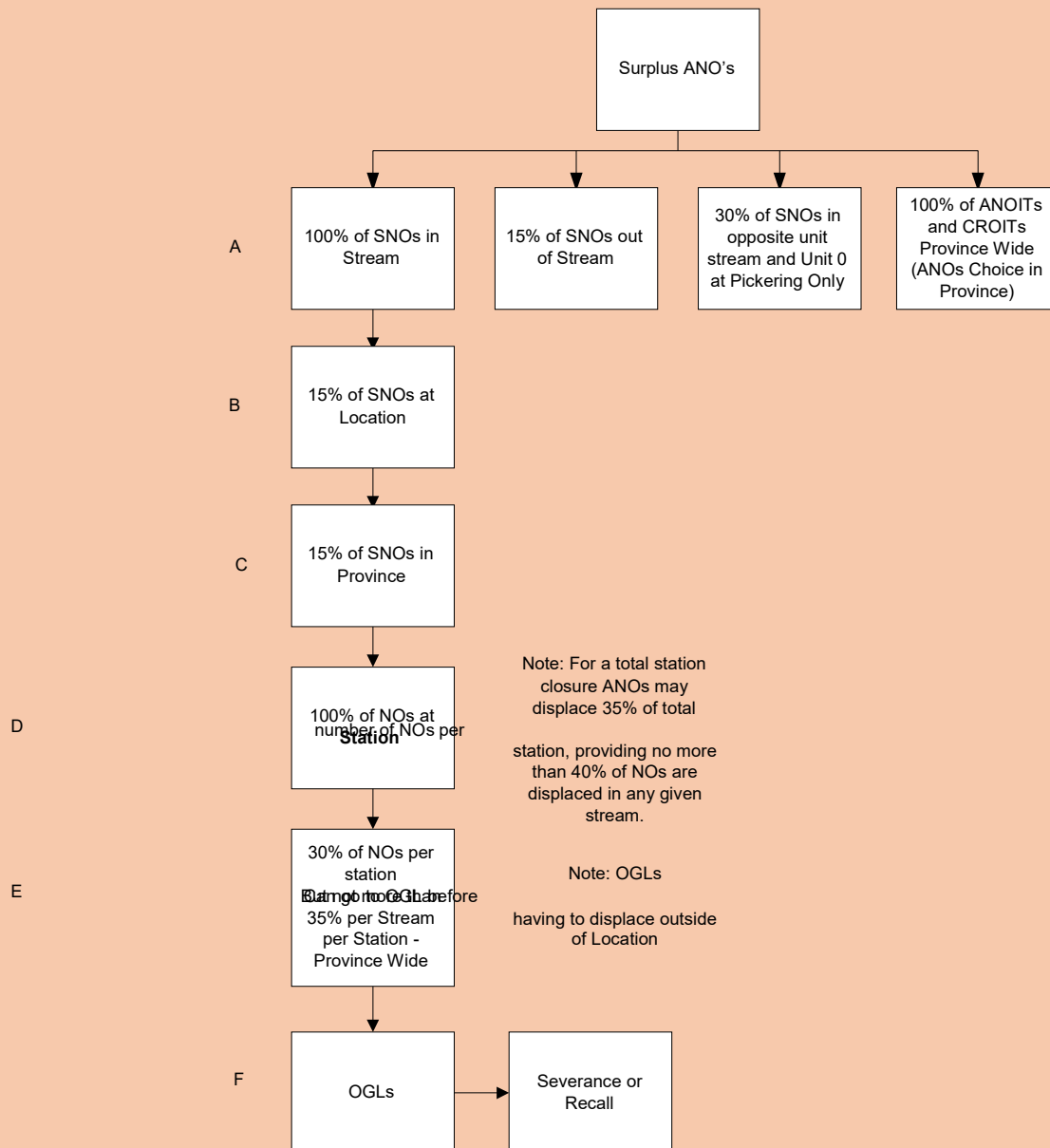
(B) If (A) above is not available, surplus ANO(s) must displace the junior SNO(s) in the Location (Appendix A).

(C) If (B) above is not available, surplus ANO(s) must displace the junior SNOs in the Province

(D) If (C) above is not available, surplus ANOs must displace the junior Nuclear Operator(s) (NOs) at the station.



- (E) If (D) above is not available, surplus ANOs must displace the junior NOs in the location (Appendix A)
- (F) If (E) above is not available, surplus ANOs must displace the junior NOs in the Province.



#### 11.12.4 Surplus SNOs/CROs

1. Surplus SNOs / CROs will be identified, notwithstanding the provisions of Article 11, by stream within a station.

2. Limitation to Turnover - Supervising Nuclear Operator – SNO / Control Room Operator-CRO

(a) Station

If not in stream displace 15% of SNO(s) / CRO(s)

Displace 100% of NO(s)

Exception: If at Pickering displace 30% of SNO(s) / CRO(s) across the following streams:

Unit A to Unit B and vice versa

Unit A/B to Common Services and vice versa

FHA to FHB and vice versa

FHA/B to Common Services

(b) Location

Displace 15% of SNO(s) / CRO(s)

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

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

(c) Province

Displace 15% of SNO(s) / CRO(s)

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

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

#### NOTE

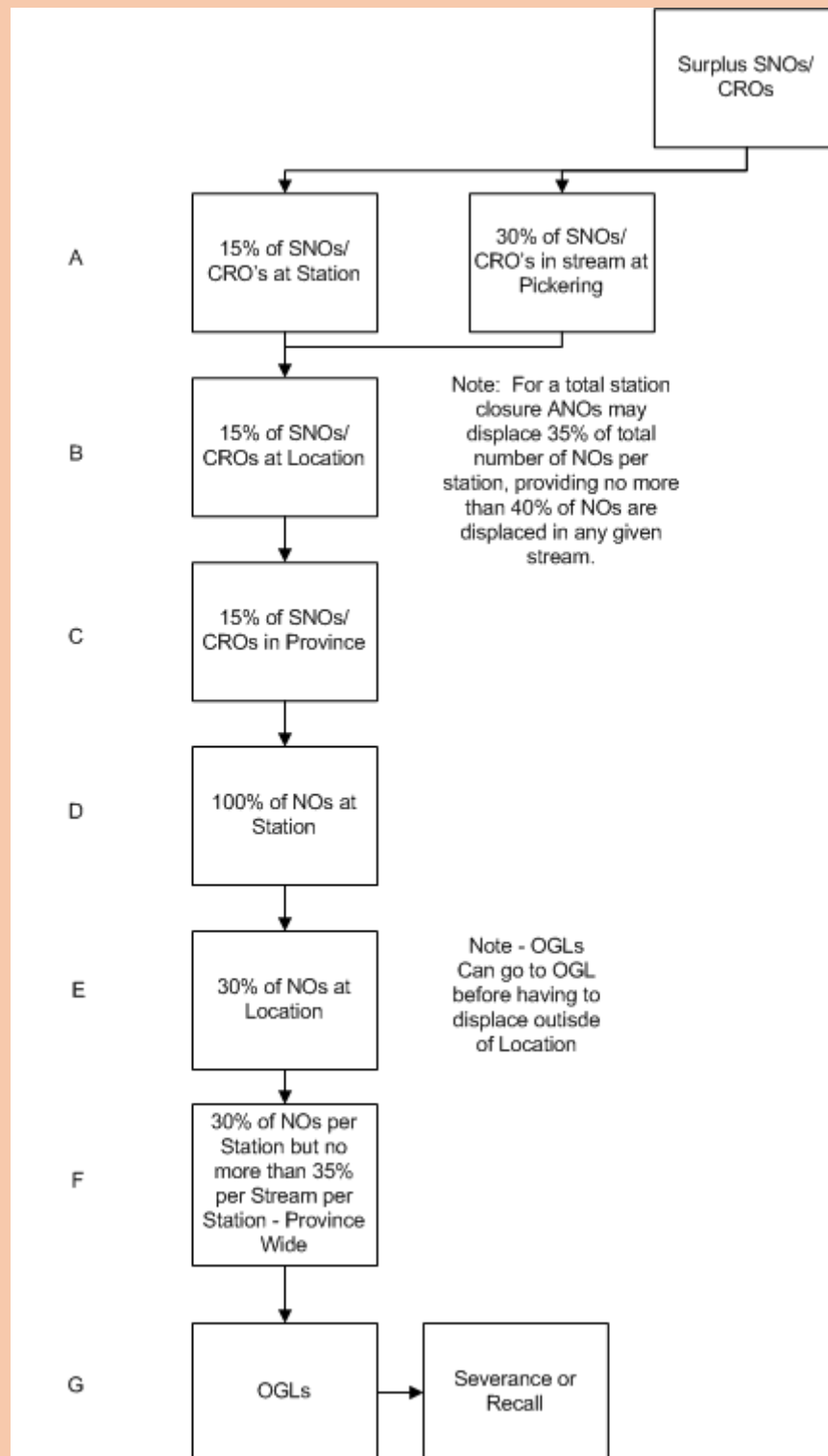
For the purpose of determining turnover limitation upon plant closure Pickering will be deemed to be two (2) stations.

3. Displacement

(A) Surplus SNO(s) / CRO(s) must displace the junior SNO / CRO at the station if available.

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

- (C) If (B) above is not available, surplus SNO(s) / CRO(s) must displace the junior SNO(s) / CRO(s) in the Province.
- (D) If (C) above is not available, surplus SNO(s) / CRO(s) must displace the junior NO(s) at the station.
- (E) If (D) above is not available, surplus SNO(s) / CRO(s) must displace the junior NO(s) at the Location (Appendix A).
- (F) If (E) above is not available, surplus SNO(s) / CRO(s) must displace the junior NO(s) in the Province.



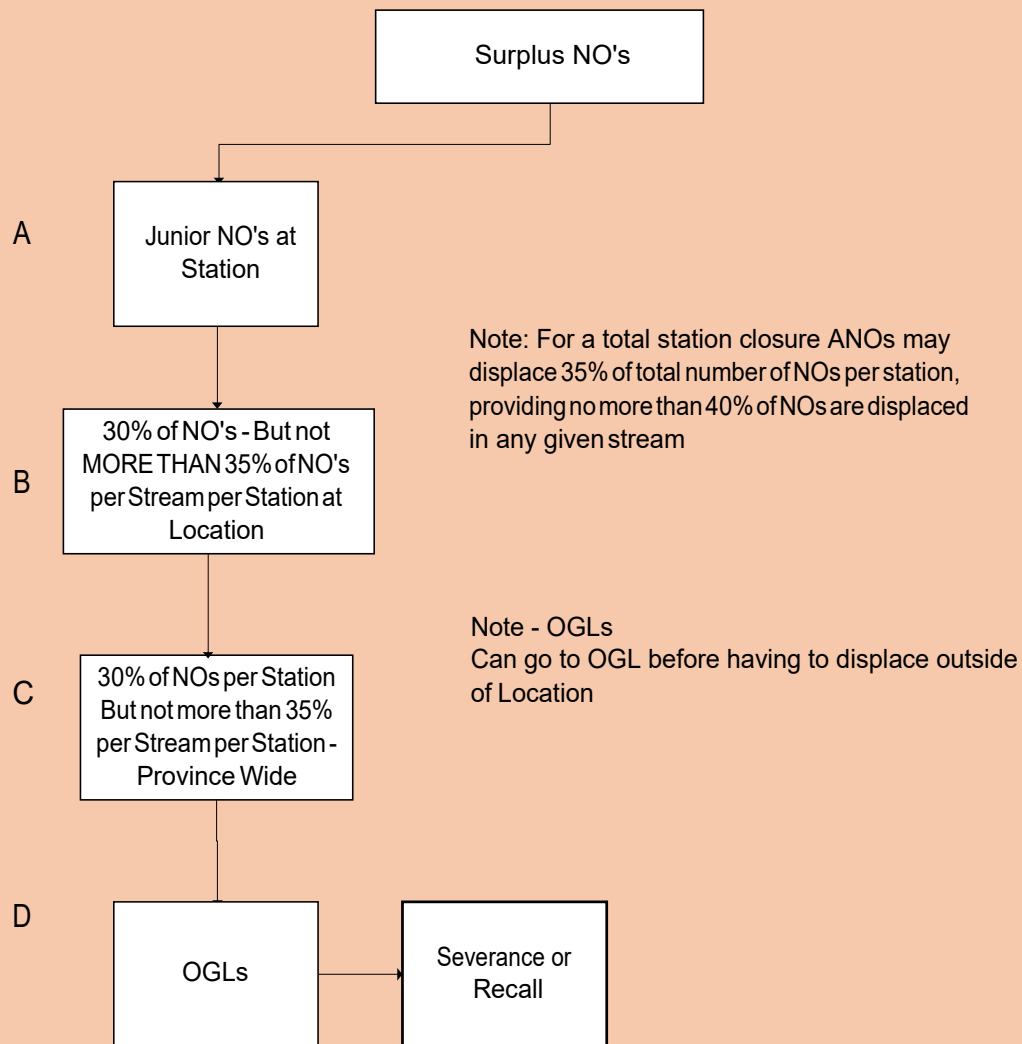
### **11.12.5 Surplus NOs**

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

#### **NOTE**

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

3. Displacements
  - (A) Surplus NO(s) must displace the junior NO(s) at the station if available.
  - (B) If (A) above is not available NO(s) must displace the junior NO(s) in the Location (Appendix A).
  - (C) If (B) above is not available surplus NO(s) must displace the junior NO(s) in the Province.



### **11.13 Displacement and Recall Rights**

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

#### **11.13.1 Probationary Employees**

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

#### **11.13.2 Regular Seasonal-A**

1. A Regular Seasonal-A employee can displace a temporary employee in an equal or lower Job Grouping in his/her occupational group within his/her worksite/centre.
2. If 1. above is not available, a regular seasonal-A employee can displace an agency employee in an equal or lower Job Grouping in his/her occupational group within his/her worksite/centre.
3. If 2. above is not available, employment is terminated.
4. Regular seasonal-A employees shall be entitled to recall to temporary positions for a period of three years from the date of last termination.
5. A regular seasonal-A employee shall be entitled to recall to their Location, provided they have at least 24 months accumulated service.
6. To be recalled the employee must have filed a written request with the Company prior to March 1 of each year.
7. A person who is recalled by the Company shall be personally contacted when possible. Failing this contact a recall notice shall be forwarded by registered mail addressed to the last known address that he/she has recorded with his/her human resources manager. They shall be obliged to advise his/her supervisor of his/her intention to return to work within three working days and shall be available for work within five working days after receipt of recall notice.
  - (a) Except in case of sickness, failure to be available for work within five days of issuance of the recall notice shall make him/her ineligible for any further recall.

- (b) It shall be the person's sole responsibility to inform the Union and the personnel manager in writing of any change of address. The Union will be notified in writing when persons are recalled to vacancies.
- 8. The Company shall notify the employee in writing at time of termination of the recall procedure. If the employee is not considered suitable for recall they shall be notified in writing and a copy of this letter shall be given to the employee's Chief Steward. Upon request the Company will provide the employee with the reasons why they are not considered suitable for recall.
- 9. The Company may hire a temporary employee for a period not exceeding one month without using this recall procedure.
- 10. Summer students both secondary and post secondary levels have no rights to this recall procedure.
- 11. A Recall List from each work Location for regular-seasonal-A employees shall be provided to the Chief Steward concerned.
- 12. Regular seasonal-A employees shall not be entitled to severance pay except in the case of permanent layoff. When permanently laid off severance pay will be calculated on actual time worked.

#### **11.13.3 Regular-Seasonal-B**

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

#### **11.14 Permanent Location Closings**

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

#### **11.15 Severance Pay**

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

- (a) An employee receiving severance pay waives any other rights under Article 11.
- (b) An employee may direct all or a portion of his/her payment into an RRSP up to the amount permitted by law. The employee shall provide the Company with the TD2 Form directing the payment into his/her RRSP.



- (c) An employee entitled to severance pay under 11.15 may elect to take a lump sum severance payment, or severance may be divided into two (2) equal instalments, the first on the date of termination and the second on or about January 15 of the following year. Severance will be calculated in accordance with the following:
- (i) For Employees who have elected to voluntarily terminate if given the opportunity, subject to statutory deductions:
    - five months base pay, plus;
    - 4 weeks base pay per year of service, (payments for incomplete years of service will be pro-rated)The combined total of the above not to exceed 104 weeks.
  - (ii) For Employee's who have not elected to voluntarily terminate if given the opportunity, and who have not refused a position offered under 11.10 or 11.11, subject to statutory deductions an amount which is equal to:
    - 3 weeks' base pay per year of service up to a maximum of 78 weeks' base pay (payments for incomplete years of service will be pro-rated).
  - (iii) Reduced severance on refusing a position. An employee who refuses to accept a position under Article 11.10 or 11.11 where the new Job Grouping is in the same band the employee will be terminated and shall have no recall rights under Article 11.18 and will not be eligible to delay their termination per 11.15(f). Severance, subject to statutory deductions, will be an amount which is equal to:
    - Two weeks' base pay per year of service up to a maximum of 52 weeks' base pay (payments for incomplete years of service will be pro-rated).
  - (iv) In cases where an employee refuses to accept a position in a lower band the employee will receive severance pay pursuant to 11.15(c) (ii).
  - (d) For purposes of clarification at any time during the three (3) year recall period, a laid off employee may opt for his/her full severance entitlement, once this election is made all recall rights will cease.
  - (e) For regular part-time employees severance payments shall be pro-rated.
  - (f) Employees who are accepted for severance will be terminated on the date of termination/layoff identified in the initial notice. The only exception to this are employees who will be allowed to delay their termination date for a period not to exceed five (5) months in order to achieve one of the following pension milestones:
    - Twenty-Five (25) years service
    - Rule of 82
    - Or Age 65

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

### **11.15.1 Benefit Continuance/Tuition/Outplacement Services**

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

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

### **11.16 Failure to Report to Assigned Positions**

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

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

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

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

### **11.17 Selection to Vacancies**

After the end of this freeze period all positions which remain unfilled and any new vacancies which arise shall be posted under Article 10. Applications from employees who are to be laid off shall be given fair and objective consideration for vacancies during the period before the layoff occurs in the event that the vacancy is not filled pursuant to the Article 10 process. Employees who, prior to being laid off, applied for vacancies continue to be entitled to fair and objective consideration for those vacancies after lay-off. If selected to a vacancy posted prior to the date of layoff, the employee is eligible for moving expenses under Article 11. Among successful applicants seniority shall govern selection where all other factors are relatively equal.

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

- (i) All qualified PWU members are selected, includes persons on the recall list, and,

- (ii) All PWU applicants entitled to fair and objective consideration are selected pursuant to 11.17.

**11.18 Recall**

1. Laid off employees who do not receive severance payments shall have recall rights.
2. Employees who are laid off will be entitled to recall to Job Groupings in their OGL for a period of three (3) years from the date of his/her layoff. Recall lists will be maintained province wide. This provision includes employees who are laid off from either of the former bargaining units.

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

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

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

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

**NOTE**

- (i) It shall be the employee's sole responsibility to inform the Union and the Human Resources Manager in writing of any change of address. The Union will be notified in writing when employees are recalled to vacancies.
  - (ii) Except in the case of sickness, failure to be available for work within ten (10) days after the receipt of recall notice shall make him/her ineligible for any further recall.
4. If an employee refuses recall to a regular full time "Equal" Job Grouping at the location he/she will be removed from the recall list and be entitled to reduced severance pay in accordance with 11.15(c) (iii). In cases where an employee refuses to accept recall to a position where the new Job Grouping is at a lower band or at a different location the employee will remain on the recall list
5. At any time during the three (3) year recall period, a laid off employee may opt for his/her full severance pay entitlement. Once this election is made all recall rights will cease.
6. If at the end of the three (3) year recall period an employee has not been recalled or has not elected to receive severance pay, he/she will automatically receive the full severance pay entitlement.

7. An employee who is laid off and does not elect to accept severance payment shall be entitled to receive:
- i) coverage under the Company's Health and Dental Plan for a period of six (6) months from the date of commencement of layoff or until the commencement of alternate employment whichever occurs first; and
  - ii) reimbursement for tuition fees and other associated expenses up to a maximum of \$5000.00 upon production of receipts from an approved educational programme within 12 months of his/her layoff; and
  - iii) outplacement services; the Company will determine the level of service and the service provider.
8. Persons on the recall list will be recalled for vacancies contained in their OGL's which are posted as per Article 10 and 11.17 prior to the selection of candidates to whom they are senior.
9. People on recall will have the first priority on a seniority basis for temporary positions in their OGL arising at their location which were not filled by any displacements. Where such a temporary position also represents a recall opportunity for a regular seasonal-A, the position will be offered on seniority.

#### **11.19 Limitations to Turnover**

- (a) A maximum of 51 percent (51%) of employees in a Job Grouping in a worksite/centre may be displaced during any 12-month period. Where there is only one employee in the site/centre he/she may be displaced.
- (b) The limitation to turnover (51%) will apply to all personnel within a Job Grouping within a worksite/centre regardless of assignment to day work or shift work.
- (c) Notwithstanding the above, where the Job Grouping is found in more than one line of business in a work centre, not more than 75% in the Job Grouping in a line of business in a work centre may be displaced during any 12 month period.
- (d) Where employees displace to vacant positions such vacancies will not be counted as part of the percentages applied to limitation to turnover.
- (e) In the case of Nuclear Operators limitations to turnover will be as set out in 11.12.

#### **NOTE**

This section does not apply to security staff.

## **11.20 Wage Maintenance**

When an employee displaces another employee and is reclassified to a lower position, or when an employee is selected to a "lower" vacancy pursuant to 11.17, or in situations in which the employee moves from a 40 hour position to one with less weekly hours, they will receive wage maintenance. His/her wage rate will be adjusted downward in accordance with the following:

### **Employees Whose Current Rate Exceeds the Top Step of the Lower Rated Position;**

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

### **Employees Whose Current Rate Does Not Exceed the Top Step of the Lower Rated Position;**

These employees will have their rates frozen until their next scheduled progression date (no new progression date established). At this time they will be moved to the closest step on the lower band that results in a wage increase.

## **11.21 Moving Expenses**

Where an employee is entitled to receive moving expenses as a result of being placed in a position through the operation of this article, the amount of expenses will be in accordance with Part A, Item 23. Such moves will be treated as Company-initiated moves.

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

## **ARTICLE 12 PURCHASED SERVICES AGREEMENT**

### **12.0 SCOPE**

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

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

- There is a greater involvement by employees in the decision-making process.

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

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

## **12.1 ASSIGNMENT OF WORK**

### **12.1.1 Philosophy**

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

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

### **12.1.2 Principles**

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

- (a) We will within the Company have all work conducted as effectively as possible.
- (b) We will measure the effectiveness of all work by its impact on staff, on the business and by its ultimate impact on our customers.
- (c) We will do most work of a continuing nature with Company employees.
- (d) We will determine when work is to be done by non-PWU members through a joint decision making process and the results of these decisions will be a joint responsibility.
- (e) We will ensure that the impact of these decisions on continuous employment is minimized.
- (f) We will use a team and consensus approach when making decisions and any issues arising will be resolved internally where possible.
- (g) We will consult and make timely decisions consistent with the need to get work done.
- (h) We will develop, implement and continue a joint process of communications and education.
- (i) We will achieve consistency through the use of these principles versus policy and procedure.

## **12.2 DECISION PROCESS**

### **1221 Responsibility for Decisions**

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

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

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

### **1222 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.

### **1223 Definition of Need**

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

### **1224 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.

### **1225 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.

## 1226 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; or
- Work being done for OPG by Hydro One, AMEC NSS, Kinectrics and NHSS 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; or
- where a distinct work program or work package at a worksite identified in a PSA request(s) is 250 hours or less annually. The addition of the 250 hour threshold will expire on March 31<sup>st</sup>, **2022** and will not be automatically renewed in any subsequent Collective Agreement. Should the suspension of Article 11 end as a result of one of the exceptions noted within the preamble of Article 11, this threshold will also be suspended at the same time.

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

The Company will notify the Union of the:

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

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



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

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

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

## **1227 Dispute Resolution Process**

- (a) The Chief Arbitrator 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**

### **123.1 Purpose**

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

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

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

## **12.3.2 Membership**

The membership of the Joint Committee shall be as follows:

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

## **12.4 APPLICATION OF THIS ARTICLE**

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

These operational plans will include:

- An approach for the development and delivery of joint training of decision makers
  - An identification of the type of contracts that are not subject to an in-depth review.
  - A guideline for a time table on how often contracts of a recurring nature must be reviewed under this Article.
  - A process for joint review of potential contracts, which involve work normally performed by PWU represented employees and other stakeholders.
  - A process and a time frame for decision making.
  - An internal process for dispute resolution.
- 12.4.2 Management and Union representatives may choose to jointly review the application of their operating plan and determine the need for changes at any time over the life of this agreement.
  - 12.4.3 Until March 31<sup>st</sup>, **2022**, Article 13 and Article 14 are suspended. Should the suspension of Article 11 end as a result of one of the exceptions noted within the preamble of Article 11, the suspension

of Article 13 and 14 will also end at the same time. Item 12.1 of this Article will apply to decisions regarding the use of agency employees.

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## **ARTICLE 12 – APPENDIX A**

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

### **1.0 JOINT EMPLOYMENT SECURITY COMMITTEE**

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

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

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

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

### **2.0 EMPLOYMENT SECURITY**

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

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

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

## **2.1 Surplus Identification**

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

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

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

## **2.2 Wage and Salary Treatment**

### **221 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.

### **222 Seniority - Two Years - Less than Five Years**

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

## **2.3 General Conditions**

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

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

## **2.4 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 23. Such moves will be treated as Company-initiated moves.

## **ARTICLE 13 EMPLOYMENT SECURITY PLAN<sup>7</sup>**

### **Table of Contents**

13.0	-	Purchased Services
13.1	-	Employment Security
13.2	-	Joint Employment Security Committee
13.3	-	Application
13.4	-	Selection
13.5	-	Wage and Salary Treatment
13.6	-	Displacements
13.7	-	General Conditions

### **13.0 PURCHASED SERVICES**

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

### **13.1 Employment Security**

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

The provisions of this Article will apply to a regular employee with five or more years' seniority who becomes surplus from his/her position as a result of contracting out the work normally performed by that employee. The provisions of this Article will not apply to regular-seasonal employees.

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

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

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

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<sup>7</sup> This Article is suspended for the term of this agreement. **Should the suspension of Article 11 end as a result of one of the exceptions noted within the preamble of Article 11, the suspension of Article 13 will also end at the same time.**

### **13.2 Joint Employment Security Committee**

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

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

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

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

### **13.3 Application**

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

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

### **13.4 Selection**

The criteria for selection of qualified applicants will be in accordance with Article 11.4 (2) and are repeated here for ease of application.

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

1. For non-supervisory vacancies, the senior qualified surplus regular employee applicant will be selected.
2. Selections to supervisory positions will continue to be governed by Article 10.1.3A except when the vacancy is in the same classification as the surplus employee in which case the senior surplus applicant shall be selected.
3. If a surplus applicant is selected to a vacancy he/she must render his/her decision within three working days of the offer being made. Failure to do so will be considered a rejection of the offer and will not affect his/her further treatment under this article.

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

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

The following applies for equal and lower rated vacancies.

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

1. Surplus employees represented by the PWU and surplus managerial services employees<sup>8</sup>.
2. Employees who were required to displace someone in a lower classification as a result of being surplus and who were previously in the classification that is now vacant.
3. Persons on the recall list whose occupational group contains the vacant classification.
4. As per Article 10.

### **13.5 Wage and Salary Treatment**

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

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

### **13.6 Displacement**

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

All other provisions of Article 13 will cease to apply.

### **13.7 General Conditions**

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

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

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<sup>8</sup> Managerial services employees in this context means employees paid from salary schedule 16 with the following exceptions: security guards, fire and safety inspectors, first aid attendants, and project medical attendants.

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

A surplus employee who is required to relocate his residence, shall receive moving expenses in accordance with the provisions of Part A, Item 23.0. Such moves will be treated as the Company initiated moves.

## **ARTICLE 14**

### **EMPLOYMENT SECURITY AND WORK ASSIGNMENT<sup>9</sup>**

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

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

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

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

#### **14.1 Work Assignment**

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

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<sup>9</sup> This Article is suspended for the term of this agreement. **Should the suspension of Article 11 end as a result of one of the exceptions noted within the preamble of Article 11, the suspension of Article 14 will also end at the same time.**



## **ARTICLE 15 SUCCESSOR RIGHTS**

The Company 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.

Should the Company sell, lease, or otherwise transfer property to another entity for the purposes of establishing a new generating facility, it undertakes to discuss voluntary recognition of the PWU as the exclusive bargaining agent with the prospective owner. Where possible the Company will establish a meeting between the prospective owner and the PWU for this purpose.

## **ARTICLE 16 DURATION OF THE AGREEMENT**

This agreement shall come into effect as of the 1<sup>st</sup> day of April **2021**, and shall remain in effect until the 31<sup>st</sup> day of March **2022**, and thereafter from year to year unless terminated by written notice given by one of the parties to the other within a period of not more than two months, but not less than one month prior to the anniversary date.

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

## **ARTICLE 17 Decontrol**

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

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

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

Therefore, the parties agree as follows:

1. At a time selected by the employer, in consultation with the Union, but not later than 60 days before the new employer commences operating the business, employees at the station will be asked to state in writing their intention to accept continuing employment with the new employer.
2. The Union and the Company will attempt to resolve all issues, which arise upon the refusal of any employee to accept continuity of work with the new employer.
3. If there is no agreement on issues relating to employees who decline continuing employment with the new employer, the issues will be submitted to an expedited mediation/arbitration process. The Chief Arbitrator will be the mediator/arbitrator. The mediator/arbitrator will have complete and unfettered discretion to make any award, which he considers fair and reasonable in all of the circumstances.
3. The Company agrees that it shall provide in writing to the Union at the earliest possible time after selection of the successful bidder but in any event prior to the time period in paragraph one (1) above, all available information relating to the new employer that is relevant to employees and that is not confidential.
4. Effective on the date the Company officially announced that a station is to be decontrolled (hereinafter called "the station") or the date of any agreement with a successful bidder to decontrol, whichever occurs first, the following will apply:
  - i. OPGI employees located outside of the station shall not be entitled to displace any employee in the station.
  - ii. Subject to (iii), an employee who successfully applies for a vacancy at the station shall thereafter exercise seniority rights within the station and will have no seniority rights enforceable outside the station notwithstanding any other provision of the collective agreement.
  - iii. Employees at the station may apply for vacancies outside the station in accordance with the applicable provisions of the collective agreement up to 60 days prior to scheduled date for closing of transaction but not thereafter.
  - iv. An employee in the station who is declared overcomplement by the Company prior to the date of closing shall have full rights under Article 11.
  - v. An employee at the station who is eligible for retirement under the Rule of 82 on or before the date of closing of the transaction to decontrol may make an irrevocable election within 60 days prior to the closing date that they wish to retire effective on the closing date. Should an employee make a decision to retire they will retire effective on the date of the closing and receive a lump sum payment equal to one

year's base salary. This amount will be paid as a retirement allowance. The employee may direct all or a portion of this payment into an RRSP up to the amount permitted by law. The employee shall provide the Company with the TD2 form directing the payment into his/her RRSP.

Note: This section applies to those employees at the station who are on either extended sick leave, Long Term Disability or WSIB and who are not allocated to be transferred to the new employer solely because they are on sick leave, LTD or WSIB and are not expected to return to work within two years. Part A, Item 15.2 "Retirement While ill" limits the ability of employees on sick leave to retire. This provision is waived for employees covered by Article 17.4(v).

- vi. If, within twenty four months of the closing, the successful bidder reduces the total complement of employees at the station which results in the permanent layoff of former OPGI employee(s) who had continued employment, the employee(s) permanently laid off will be entitled to a one time lump sum payment of one week per year of service with OPGI and the successful bidder. The obligation to pay the laid off employee is contingent upon the employee being severed from employment without recall rights with the successful bidder.

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

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

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

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

Signed  
Ontario Power Generation Inc.



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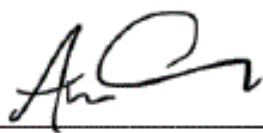
Vice President  
Labour Relations



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Sr Vice President  
Human Resources

Signed  
Power Workers' Union  
Canadian Union of Public Employees – Local 1000



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Vice President – Sector 1



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Vice President – Sector 2

Duly appointed to execute this Agreement on behalf of the Union

PART A

GENERAL ITEMS

(Note:  
Items Related to Construction Technical  
are as Specified in Part E)

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## **PART A**

### **GENERAL ITEMS**

#### **1.0 EMPLOYEE CATEGORIES**

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

##### **1.1 Probationary**

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

##### **1.2 Regular**

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

##### **1.2.1 Regular Full-Time**

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

##### **1.2.2 Regular Part-Time**

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

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

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

##### **1.2.3 Regular - Job Share**

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

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



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

OR

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

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

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

### **1.3.1 Regular-Seasonal "A"**

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

### **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<sup>th</sup> and May 31<sup>st</sup> of the approximate timing and duration of their work assignment for the period starting the following January 1 and July 1. Employees will be notified at least one (1) week before the start of their work assignment. These work assignments shall aggregate at least 20 weeks or 800 hours in duration. They will occur in not more than four (4) occasions. Each occasion is to be four (4) weeks or 160 hours, or greater. Failure to accept will remove their name from future Regular Seasonal "B"

assignments unless joint agreement is reached for extenuating circumstances e.g., death in the family or illness.

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

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

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

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

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

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

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

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

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

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

#### **Displacement - Regular Seasonal “B”**

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

#### **1.4 Temporary**

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

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

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

#### **1.4.1 Temporary Full-Time**

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

#### **1.4.2 Temporary Part-Time**

Temporary part-time employees are employed for a period of up to 12 accumulated months on an average of 24 hours or less per week (calculated on a monthly basis). Temporary part-time employees are treated as temporary employees except where noted otherwise. Benefits are 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 continuous<sup>10</sup> 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:

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

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

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<sup>10</sup> If an employee commences on January 20<sup>th</sup> and works any portion of a calendar month for 12 continuous months, they will have 12 continuous calendar months service on January 20<sup>th</sup> of the following year.

## **2.0 REGULAR STATUS**

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

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

## **3.0 ANNIVERSARY PROGRESSION**

Progression dates shall be calculated from the date of appointment or promotion to the position. Subsequent salary adjustments shall be on anniversary dates except as otherwise specified in Article 8 and Part A, Item 43.0.

### **NOTE**

- (a) The progression date for a regular part-time employee who works on average 50% or more of the base hours of the full time classification for the year will be at the completion of one and one third years of service.
- (b) The progression date for a regular part-time employee who works on average less than 50% of the base hours of the full time classification for the year will be at the completion of two years service.
- (c) Successful applicants to positions in the same or lower band will not have their anniversary progression date reset.

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

### **3.1 Withholding Progression (Unsatisfactory Performance)**

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

If an employee's progression is withheld s/he will remain at their current step until the employee successfully meets the identified performance and/ or training requirements. The Union may grieve on behalf of any employee whose progression is withheld.

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

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

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

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

If an employee in a recognized training program (band III Apprentices/Trainees/Operator Trainees) 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 months.

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

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

## **4.0 RETROGRESSION POLICY**

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

### **4.1 Where Applicable**

1. Retrogression shall apply where a regular employee becomes unable to perform the duties of a job for which he/she is receiving the standard rate and is transferred to a lower-rated job because of:
  - (a) A disability caused by accident or illness.
  - (b) Inability to cope with increased responsibility due to change in job content.
  - (c) Where the unsatisfactory performance is due to faulty selection and the employee has served in the position for a period of at least one year.

- Any retrogression for medical reasons is subject to ratification by the Chief Physician/Manager Health Services.
2. Retrogression shall not apply where:
- (a) An employee has less than ten years' established service credit.
  - (b) The change to the lower-rated job is made at the request of the employee to escape heavy work or responsibility or for personal reasons.
  - (c) The change to the lower-rated job is made necessary for unsatisfactory job performance due to causes other than in Item 4.1(1.).

#### **NOTE**

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

#### **4.2 How Applied**

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

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

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

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

5. It shall be the responsibility of each Human Resources Manager/Officer to advise the Union in writing when any employees are placed on retrogression. This information will be provided to the Union as soon as possible but in any case before the reduction in rate specified in 4.2(2.) takes place.

#### **4.3 Special Provisions**

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

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

3. If, in the opinion of the LTD Review Committee, an employee is retrogressed because of a serious injury that resulted from an on-the-job accident with the Company, he/she will have his/her wages maintained until he/she is eligible for an undiscounted pension. This provision will apply to all regular employees regardless of service.
4. An employee with ten years' service who is retrogressed because of a muscular-skeletal repetitive strain injury or injury arising 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.

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

#### **5.0 SERVICE CREDIT**

##### **5.1 Introduction**

This item defines service credit and describes the basis for calculating service credit for all purposes except those of the Pension and Insurance Plans, which are covered in the Ontario Power Generation Inc. Pension Plan and Insurance Plan Rules.

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

## **5.2 Service Credit Calculation**

In most cases the service credit of a regular employee is that employee's seniority. The exception to this can be found in Article 10.1.2.

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

Temporary employees have accumulated service only.

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

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

### **5.2.1 Regular Employees**

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

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

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

## **5.3 Restoration of Service Credit**

Regular employees who terminate and are 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 shall have their service credit restored.

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 "A" employees will retain regular-seasonal "A" status when rehired for a temporary assignment, within one year of their last termination date.



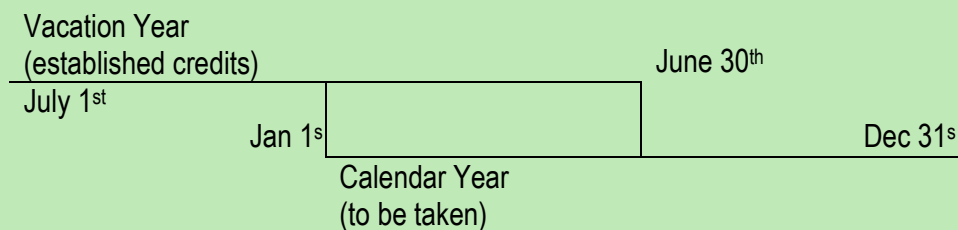
## **6.0 VACATIONS**

### **6.1 General Policy**

Whenever possible, vacations will be granted at dates requested by the employees, but in view of the Company's role in providing a vital service at all times, the Company reserves the right to determine the dates when vacations may be taken. The company will respond to vacation requests in a timely manner. Local agreements will be used to achieve this.

### **6.2 Relationship between Vacation Year and Calendar Year**

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



### **6.3 Vacation Entitlement**

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

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

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

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

The amount of pay for 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 Year's Service by June 30<sup>th</sup>: One working day for each full month of service completed between June 30<sup>th</sup> of the previous year and July 1 of the current year up to a maximum of two weeks (10 working days).

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

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

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

For Eight to Fifteen Years of Service: 20 working days (four weeks) annually when an employee has completed 8 to 15 years of service by the end of any calendar year. Vacation pay shall equal 20 days' base earnings.

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

Vacation pay shall equal 25 days' base earnings.

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

### NOTE

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

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

## Vacation Bonus

In the calendar year in which a regular employee completes:

- 26 years' service - 1 day's base pay
- 27 years' service - 2 days' base pay
- 28 years' service - 3 days' base pay
- 29 years' service - 4 days' base pay
- 30 years' service - 5 days' base pay
- 31 years' service - 6 days' base pay
- 32 years' service - 7 days' base pay

33 years' service - 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 1<sup>st</sup> of the year in which the bonus is payable. These bonuses are payable on the closest payday to July 1<sup>st</sup> of each year.

#### Regular Part-Time Employees

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

#### Probationary Employees

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

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

#### Temporary Employees Made Regular

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

#### Temporary Employees

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

### **6.4 Special Provisions and Allowances**

#### **6.4.1 Deferment or Interruptions of Vacations**

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

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

#### **NOTE**

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

## **642 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.

## **643 New Employees**

An employee joining the staff between January 1<sup>st</sup> and June 30<sup>th</sup> and taking a vacation before July 1<sup>st</sup>, 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<sup>th</sup> shall be taken between July 1<sup>st</sup> and December 31<sup>st</sup>.

An employee joining the staff between January 1<sup>st</sup> and June 30<sup>th</sup> and taking his vacation after July 1<sup>st</sup>, shall receive only the days allowed for service to June 30<sup>th</sup>.

If an employee joins the staff between July 1<sup>st</sup> and December 31<sup>st</sup>, no vacation allowance can be used until after December 31<sup>st</sup>.

## **644 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, Item 5.0). However, the initial vacation allowance, while prorated on the same basis as above, must be taken as outlined in Item 6.4.3.

## **6.5 Postponed Vacations**

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

1. Where it is mutually agreeable, the employee may carry-over a maximum of two week's vacation to the following year (to be taken by April 30<sup>th</sup> of that following year). Request for carry-over must be made prior to September 1<sup>st</sup>.
2. Under special extenuating circumstances (as identified in Subsections 6.4.1, 6.5.2 and 6.5.4), application for postponement or carry-over of more than two week's vacation may be made to the respective director, or official of equivalent rank, but the vacation must be completed by April 30<sup>th</sup> of the next year.
3. Upon eligibility of 25 working days (5 weeks) of annual vacation, employees may defer and accumulate any vacation entitlement beyond 15 days per year. A maximum of 30 weeks' vacation may be banked. Banked vacation may be taken at a later date, subject to the supervisor's approval, or may be taken as a cash payment upon retirement.

652 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.

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

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

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

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

654 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 Items 6.1 and 6.5.1. Any outstanding vacation credit that has not been approved for carry over into the next year shall be paid out by Dec. 31<sup>st</sup> of the current year.

## **6.6 Vacation Payment on Termination**

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

The payment will be based on:

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

## NOTE

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

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

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

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

### **6.7 Retirement Bank**

An employee may defer vacation equivalent to the banked time earned in Part A, Item 30 into the Retirement Bank to a maximum of their annual vacation entitlement but at no time greater than 141 hours annually.

The deferred vacation in the Retirement Bank may only be taken after the employee has become eligible for an undiscounted pension. The employee may utilize the Retirement Bank by:

- Taking the time off immediately prior to retirement; or
- Cash out the full amount upon retirement or termination; or
- A combination of time taken immediately prior to retirement and cash out upon retirement.

When the employee takes deferred vacation from their Retirement Bank in the form of time off, they will receive their base pay and accrue pensionable service. Once these deferred vacation weeks are taken the employee must retire.

If an employee retires or terminates with time in the Retirement Bank such time will be paid out.

For further clarity when the employee takes time from the Retirement Bank, such time must be taken by the employee in one consecutive period after they become eligible for an undiscounted pension and immediately preceding their retirement.

The Retirement Bank may not exceed 2080 hours (52 weeks).

The Company shall contribute 7 hours for every 40 hour block of time that a shift worker, contributes to the Retirement Bank, up to a maximum Company contribution of 21 hours per calendar year.

This clause is only applicable to shift workers who are scheduled to work the majority of a 12 month (calendar year) schedule consisting of twelve (12) or eight (8) hour rotating shifts required for continuous 24-hour operations.

Should any employee who utilizes this provision and fails, by their choice, to work the majority of the year on shift, the Company will recoup their contribution from the employee's retirement bank.

The Company will not recoup any contribution from an employee where they are assigned off shift, preventing them from working the majority of the year.

## **7.0 STATUTORY HOLIDAYS**

### **7.1 Recognized**

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

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

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

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

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

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

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

Regular part-time employees will be entitled to statutory holiday pay as identified in the Collective Agreement consistent with the Employment Standards Act.

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

## **7.2 Sick Leave Credits**

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

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

## **8.0 FLOATING HOLIDAYS**

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

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

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

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



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

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

## **9.0 SPECIAL TIME OFF**

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

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

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

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

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

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

### **9.2 Payment for Time in 9.1**

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

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

### **9.3 Remembrance Day**

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

1. Those employees who are serving or have served in the Canadian Forces including those who are currently active or were active in the reserve component, or who were deployed as part of the Canadian Forces.

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

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

1. Normally scheduled to work, eligible employees shall be allowed time off with pay, at straight time for scheduled hours as far as work schedules will permit.
2. Scheduled to work and they are required to work, they shall be paid at the rate that normally applies for that day and given equivalent time off with pay, at straight time up to a maximum of normal scheduled hours, within the following six months.
3. Not normally scheduled to work and they are required to work, they shall be paid at the rate normally received for overtime work.
4. Shift workers on a seven-day coverage who are on a regular day off, shall be allowed equivalent time off with pay within the following six months.

### **9.5 Treatment for Vacation**

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

### **9.6 Sick Leave Credit**

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

## **10.0 LEAVE OF ABSENCE**

### **10.1 With Pay**

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

### **10.1.1 General**

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

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

### **10.1.2 Funerals**

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

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

#### **NOTE**

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

### **10.1.3 Service with Reserve Components of the Canadian Forces**

A regular employee who serves with the Reserve Component of the Canadian Forces and can be released from work may be granted a leave of absence in order to attend annual training or a forced call out.

#### **Top up for Annual Training**

For the period of time the employee attends 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 or Finance Department of the reserve unit, showing the amount received from the Department of National Defence for the training period.

### **10.1.4 Legal Hearings**

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

## **10.2        Equivalent Time Off Without Pay**

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

## **10.3        Family Care**

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

## **11.0        PREGNANCY/ ADOPTION/PARENTAL LEAVES**

### **11.1        General Provisions**

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

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

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

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

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

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

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

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

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

The Company will continue for the duration of any such leave to pay the same share of the premiums for 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 on return to work to establish pensionable service for the period of absence. Prior to the leave, he/she must sign the appropriate forms indicating whether or not he/she wishes to prepay the pension plan contributions.

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

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

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

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

## **11.2 Pregnancy Leave - General**

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

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

### **11.2.1 Duration of Leave**

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

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

#### **NOTE**

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

### **11.2.2 Physician's Certificate**

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

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

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

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

#### **NOTE**

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

### **11.2.3 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.

### **11.3 Legal Adoptions -- Primary Care-Giver**

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

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

### **11.4 Benefits Under the Supplementary Unemployment Benefit Plan for Regular Employees**

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

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

1. For those on pregnancy leave, two weeks at 93 percent (93%) of the employee's base pay.
2. For those on pregnancy leave, up to fifteen additional weekly payments dependent on the length of his/her EI entitlement, equivalent to the difference between the unemployment insurance benefits the employee is eligible to receive and 93 percent (93%) of the employee's base pay.
3. For those on parental leave, the equivalent of 93% of the employee's base pay for three weeks.
4. Other earnings received by the employee will be considered so that the total combination of SUB, EI benefit and other earnings will not exceed 93 percent of the employee's base pay.

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

- (a) that he/she will return to work and remain in the Company's employ for a period of six months from the date of return to work;
- (b) that he/she will return to work on the date of the expiry of her pregnancy leave or his/her adoption, or parental leave, unless the employee is entitled to another leave provided for in this agreement;

- (c) that the employee recognizes that he/she is indebted to the Company for the payments received if he/she fails to return to work as per the provisions of subsections (a) and (b).

## **11.5 PARENTAL LEAVE**

### **11.5.1 General**

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

### **11.5.2 Duration of Leave**

Employees eligible for parental leave may take this leave beginning not later than 52 weeks of the child being born or coming into care. Unless otherwise mutually agreed females on pregnancy leave wishing to take a parental leave must commence parental leave immediately following the end of the pregnancy leave unless the child has not come into custody, care and control of the parent for the first time. The duration of this leave is up to 35 weeks. Those employees who do not take pregnancy leave and all other new parents can take up to 37 weeks of parental leave.

Employees who wish to take this leave must give the Company two weeks' notice in writing prior to the date the leave would begin and four weeks notice of the date the leave will end if they wish to terminate the leave prior to 35 or 37 weeks following the date the leave commenced.

An employee, who takes a pregnancy leave followed by a parental leave as per Item 11.2 and 11.5 may elect to have the total leave extended up to 56 weeks. This constitutes an extension of up to 4 weeks.

## **11.6 Service Credit**

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

## **11.7 Restoration of Previous Service**

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

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



## **12.0        DISABILITY BENEFITS AND INCOME PROTECTION**

### **12.1        Sick Leave Plan**

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

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

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

Normally employees will be expected to arrange routine medical or dental appointments during non-working hours. Where such appointments cannot be arranged during non-working hours and the employee can be released from his/her duties, then the time shall be charged against an employee's sick leave time except in the case of medical appointments of less than half a day where normal earnings will be maintained.

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

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 the Chief Arbitrator for resolution.

## **12.2 Long Term Disability**

### **12.2.1 General Provisions of LTD Plan**

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

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

#### **DEFINITIONS:**

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

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

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

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

#### **NOTE**

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

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

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

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

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

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

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

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

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

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

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

4. The Company health and dental coverage premiums continue to be maintained by the Company.
5. The Company Pension Plan: The employee's membership in the plan continues. Upon expiry of sick leave, the requirement for employee contributions is waived. An employee is not required to make contributions to the plan while he/she is receiving LTD benefits. The retirement pension continues to accumulate. Years of service continue to accumulate for entitlement to rights and benefits under the Pension Plan.
6. The Company Group Life Insurance Plan: Commencing the first day of the month following the end of the qualifying period for LTD benefits, an employee will continue receiving the same insurance option during receipt of LTD benefits as that in force prior to such receipt. An employee who is in receipt of LTD benefits is not required to make contributions to the Group Life Insurance plan.
7. Sick Leave Entitlement: Upon receipt of the memorandum from the Chief Physician recommending that the employee should make application for LTD benefits, entitlement to accumulate or restore sick leave credits shall cease on the day following the next accumulation date provided that it falls within the qualifying period.
8. Union Dues: Upon expiry of sick leave an employee's Union dues shall cease.
9. Employee status will continue with respect to maintaining redress rights to contractual provisions.

### **12.2.3 Recurring Disability After Return to Regular Work**

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

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

### **12.2.4 Individual Returns to Regular Employment**

1. Service Credit: Service Credit continues to accrue while on LTD.
2. Vacation Credit: The employee will start earning vacation credit based on total service credit.

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

#### **12.2.5 Termination of LTD Benefits**

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

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

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

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

#### **12.2.6 Indexation**

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

### **12.3 Rehabilitation and Re-employment**

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

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

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

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

### **12.4 Workplace Safety and Insurance Board Payments**

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

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

### **12.5 Supplementary Grant**

#### **12.5.1 Definition of Supplementary Grant**

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

#### **NOTE**

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

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

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

## **NOTE**

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

### **12.5. 2 Who Receives the Supplementary Grant**

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

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

### **12.5. 3 Responsibility for Payment**

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

### **12.5. 4 Withholding the Grant**

The award of the supplementary grant should not be withheld unless there is strong evidence of gross negligence or obvious misconduct on the part of the injured employee. The supplementary grant will be withheld if the employee is not 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.

### **12.5. 5 Payment While in Receipt of WSIB Award**

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

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

If after 24 months in receipt of supplementary grant and a FEL award and/or LOE award the employee is still unable to return to work, he/she shall be placed on sick leave. The employee will continue to draw from his/her sick leave bank on a daily basis at the rate of half a day if the amount equal to the supplementary grant is equal to, or less than 4 hours, and a full day if the amount equal to the supplementary grant is greater than 4 hours



per day. While on approved sick leave, however, the benefit level will be adjusted so that the total of any WSIB award and the sick leave benefit shall not exceed the employee's current base rate. Upon expiry of sick leave, if the employee is still unable to return to work, he/she shall qualify for LTD less any award, pension entitlement and/or any supplement from the Workplace Safety and Insurance Board (excluding NEL award) and/or the Canada Pension Plan.

## **12.6 Waiver of Posting or Selection**

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

## **12.0 A DISABILITY BENEFITS AND INCOME PROTECTION**

These Changes will take effect for new hires on January 1<sup>st</sup>, 2001

### **12.1 A Sick Leave Plan**

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

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

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

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

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

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

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 the Chief Arbitrator 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 except in the case of medical appointments of less than half a day where normal earnings will be maintained.

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

## **12.2 A Long Term Disability**

### **12.2.1 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 Programme dependent upon their medical suitability and procedural requirements.

#### **DEFINITIONS:**

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

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

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

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

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

#### **NOTE**

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

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

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

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

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

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

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

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

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

#### **12.2.2 A Benefits While on LTD**

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

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

4. The Company health and dental coverage premiums continue to be maintained by the Company.
5. The Company Pension Plan: The employee's membership in the plan continues. An employee is not required to make contributions to the plan while he/she is receiving LTD benefits. The retirement pension continues to accumulate. Years of service continue to accumulate for entitlement to rights and benefits under the Pension Plan.
6. The Company Group Life Insurance Plan: Commencing the first day of the month following the end of the qualifying period for LTD benefits, an employee will continue receiving the same insurance option during receipt of LTD benefits as that in force prior to such receipt. An employee who is in receipt of LTD benefits is not required to make contributions to the Group Life Insurance plan.
7. Sick Leave Entitlement: Upon receipt of the memorandum from the Chief Physician recommending that the employee should make application for LTD benefits, entitlement to accumulate or restore sick leave credits shall cease on the day following the next accumulation date provided that it falls within the qualifying period.

8. Union Dues: Upon expiry of sick leave an employee's Union dues shall cease.
9. Employee status will continue with respect to maintaining redress rights to contractual provisions.

#### **12.2.3 A Recurring Disability After Return to Regular Work**

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

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

#### **12.2.4 A Individual Returns to Regular Employment**

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

#### **12.2.5 A Termination of LTD Benefits**

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

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

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

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

### **12.2.6A Indexation**

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

### **12.3 A 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.

### **12.4 A Workplace Safety and Insurance Board Payments**

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

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

## **12.5 A Supplementary Grant**

### **12.5. 1A Definition of Supplementary Grant**

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

#### **NOTE**

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

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

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

#### **NOTE**

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

### **12.5. 2A Who Receives the Supplementary Grant**

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

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

### **12.5. 3A Responsibility for Payment**

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

### **12.5. 4A Withholding the Grant**

The award of the supplementary grant should not be withheld unless there is strong evidence of gross negligence or obvious misconduct on the part of the injured employee. The supplementary grant will be withheld if the employee is not 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.

## **12.5. 5A     Payment While in Receipt of WSIB Award**

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

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

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

## **12.6 A Waiver of Posting or Selection**

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

## **13.0            HEALTH INSURANCE PLANS**

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

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

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

1.            OHIP - Covers medical and standard ward hospital services.



2. Supplementary Plan - Covers semi-private hospital services.
3. Ontario Power Generation Extended Health Benefit Plan - Coverage details are contained in the current brochure entitled "Power Workers' Union Employees, Pensioners and Dependants Health and Dental Benefits Understanding Your Plan."
4. Ontario Power Generation Group Dental Insurance Plan - Coverage details are contained in the current brochure entitled "Power Workers' Union Employees, Pensioners and Dependants Health and Dental Benefits Understanding Your Plan."

An employee may voluntarily discontinue coverage in plans 2., 3. and 4. Upon re-entry, 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/dependants status.

Effective January 1<sup>st</sup> of each year of the Collective Agreement, dentist fees will be paid up to the amounts shown in the current ODA Fee Guide.

### **13.2 Probationary Employees**

The Company will pay 100 percent (100%) of all claims and fees for all probationary and regular employees who are covered by the Semi-Private Hospital Accommodation Plan, and Power Workers' Union Employees, Pensioners and Dependants Health and Dental Benefits Understanding Your Plan. Coverage will commence on the employee's Established Commencement Date and will cease on the employee's termination date.

The Company will pay 100 percent (100%) of OHIP premiums commencing the second month of employment.

## **14. PENSION AND INSURANCE**

### **14.1 Pension Plan**

As soon as is practicable following ratification, the parties agree to form a joint team to discuss the advantages of introducing a defined contribution pension plan as an option for employees who wish to be members of such a plan.

Effective April 1<sup>st</sup>, 2002, the rules of the pension plan will be amended to allow employees to retire/start any day of the month.

Effective April 1<sup>st</sup>, 2002, the pension plan will be amended to provide for the reduction of the CPP integration adjustment factor from .625% to .500%. At the same time the plan will be amended to provide for employees' contribution to increase by .5% when the assets fall below 106% of the liabilities based upon a solvency valuation.

Effective April 1, 2015, employee pension contributions will increase by 1.0% below YMPE / 1.0% above YMPE.

Effective April 1, 2016, employee pension contributions will increase by 1.0% below YMPE / 1.0% above YMPE.



Effective April 1, 2017, employee pension contributions will increase by 0.5% below YMPE / 1.0% above YMPE.

Effective March 31, 2025 for future service benefit accruals for current and new hires:

- i. Adjust the number of years for final average earnings to 5 years from 3 years;
- ii. Early retirement rule of 85 (from rule of 82).

14.1.1 The OPGI Pension Plan forms part of this Collective Agreement and is generally described in the current brochure "Your Pension Plan".

Changes to the plan affecting employees within the jurisdiction of the Union shall be subject to the following:

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

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

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

14.1.3 The interest rate on contributions returned to terminated employees will be calculated as set out in the OPGI Pension Plan.

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

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

#### **14.1.6 Early Retirement - Without Discount**

##### **1. Rule of 82**

Effective July 1<sup>st</sup>, 2000, any member who on the date of retirement is represented by the Power Workers Union may, on or after the first day of the month in which the sum of the member's age in years and years of continuous employment is equal to or greater than eighty two, receive a pension

- that is 100 percent of the member's earned pension computed in accordance with the rules of the pension plan, in particular, rule 15.
2. Employees who do not qualify for an unreduced early retirement pension under 14.1.7(1) or 14.1.7(2) may retire without discount after completing 35 years of continuous service.

#### Early Retirement Discounts

Table 1		Table 2	
All employees with 25 or more years' continuous service		All employees with 15 or more but less than 25 years continuous service	
Age	Percent Discount	Age	Percent Discount
55	15	55	25
56	12	56	22
		57	19
		58	16
		59	13
		60	10
		61	8
		62	6
		63	4
		64	2
65	Normal Retirement	65	Normal Retirement

#### NOTE

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

#### 14.1.7 Early Retirement - With Discount

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

#### **14.1.8 Transfer of Pension Credits Between Reciprocal Employers and Ontario Power Generation**

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

#### **14.1.9 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<sup>st</sup> of each year by 100 percent of the increase in the Consumer Price Index, up to a maximum of 8 percent per year. In the event that the increase in the CPI exceeds 8 percent, the increase shall be carried forward to future years. In the event that the CPI decreases, the percentage decrease shall be applied in determining subsequent increases in pension benefits. A decrease in the CPI shall not reduce pension benefits in payment.

#### **14.1.10 Survivor Benefits**

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

#### **14.1.11 Continued Contributions**

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

### **14.2 Group Life Insurance**

The OPGI Insurance Plan forms part of the Collective Agreement and is generally described in the current brochure "Your Group Life Insurance."

Insurance items will be submitted at the time that regular amendments to the Collective Agreement are submitted and will be negotiated at the time of regular bargaining.

14.2.1 Employees will have the option to purchase more units of life insurance (4x or 5x base pay) at no cost to the Employer. Medical information will be required to determine eligibility.

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

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

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

#### **14.2.4 Spousal Life Insurance**

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

### **15.0 RETIREMENT**

#### **15.1 Bonus and Outstanding Vacation Payments on Retirement**

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

#### **15.2 Retirement While Ill**

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

##### **15.2.1 Sick Leave Grant Extends to or Beyond Retirement Date**

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

##### **15.2.2 Vacation Credit and Bonus Extends to or Beyond Retirement Date**

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

1. The vacation credit accumulated up to the expiry of the sick leave; and/or
2. The month's bonus.

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

If the sick leave grant together with any outstanding vacation credit and month's bonus [where applicable, see the preceding Subsection 15.1(1.)] does not carry to the approved date, the case shall be referred to the Director of Health and Safety for a determination of the employee's eligibility for LTD.

### **15.2.4 Unused Vacation Credit for Preceding Year**

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

## **16.0 TEMPORARY EMPLOYEES**

### **16.1 Definitions**

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

### **16.2 Benefits**

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

#### **16.2.1 Vacations**

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

#### **16.2.2 Statutory Holidays**

Temporary employees will be entitled to statutory holiday pay as identified in the Collective Agreement consistent with the Employment Standards Act.

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

#### **16.2.3 Floating Holidays**

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

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

3. Where the employee is unable to reach mutual agreement with his/her supervisor to take his/her floating holiday(s) before year-end because of absence due to illness, unused floating holidays will be assigned on the last working day(s) of the year.
4. Where an employee falls sick on his/her scheduled floating holiday, that day will not be charged against his/her sick leave credits, but shall be treated as a floating holiday for pay purposes.
5. Entitlement on Termination: If the employee terminates after having accumulated 20 weeks' service in the calendar year, the Company will make a cash payment in lieu of any unused floating holiday credit.

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

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

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

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

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

#### **16.2.4 Sick Leave Entitlement**

Temporary employees shall earn sick leave credit of one-half day at 100 percent (100%) pay for each month of accumulated service.

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

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

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

### **16.3 Notice of Termination**

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

## **17.0 POSTING OF VACANCIES AND TRANSFER UPON APPOINTMENT**

### **17.1 Post and Transfer - General**

All regular full-time and regular part-time positions within or one level above the Union's jurisdiction will be advertised province-wide when they become vacant. Selection to be made or the vacancy cancelled within four months after the posting date of the advertisement. Transfers of successful applicants to be made or rate for the new position paid in accordance with the Promotion Rule as identified in Article 8.9, 60 days from the date of selection for the position.

Management will provide the Union Office with an electronic copy of the vacancy and an electronic list of all applicants for the job postings within two (2) weeks after the closing date for applications.

### **17.2 Notification to Applicants**

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

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

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

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

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

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

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

The unsuccessful applicants not yet informed are notified of the final decision as soon as possible. The name of the successful applicant should be given as well as being provided to the PWU office.

The successful applicant and his/her supervisor is notified.

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

### **17.3 Similar Vacancies**

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

#### **17.4.1 Instructors and Training Technicians (Nuclear)**

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 consecutive terms. The employee will be compensated at the appropriate Training Technician rate. While he/she is retained in the Training Technician position, progression in his/her original classification will not be delayed because of such a temporary assignment. The number of positions in a department filled on a temporary basis will not exceed 50% of the positions filled on a regular basis. Exceptions to this clause may be jointly agreed to between the Sector Vice-President or delegate and Management.

#### **17.4.2 Instructors (Non-Nuclear)**

Advertised vacancies for instructors 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 consecutive terms. The employee will be compensated as per Article 8 for the position while he/she is retained in it and his/her progression in his/her original classification will not be delayed because of such a temporary assignment. The number of positions in a department filled on a temporary basis will not exceed 50% of the positions filled on a regular basis. Exceptions to this clause may be jointly agreed to between the Sector Vice-President or delegate and Management.

### **17.5 Internal Temporary Rotational Opportunity**

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

## **18.0 HEADQUARTERS**

### **18.1 General**

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

### **18.2 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.

### **18.3 Establishment of Headquarters**

#### **18.3.1 Work Headquarters**

The Company may, at its discretion, establish work headquarters in any location for effective administration.

Notice Period - Overnight Absence at Temporary Work Headquarters: In the event an employee is assigned to temporary work headquarters and overnight absence is required, seven (7) days' notice will be given. For unplanned water management operations in Hydro Electric, three (3) days' notice will be given. Notice will not be required where emergent conditions exist.

#### **NOTE**

For Non-Nuclear such notice will be personal notice as defined in the Collective Agreement.

Penalty: Failure to provide notice as above will require payment of premium<sup>11</sup> rates for work performed from the temporary work headquarters until the notice period has expired.

#### **18.3.2 Residence Headquarters**

The establishment of residence headquarters will be dependent upon the presence of adequate living facilities at that location.

Residence headquarters for employees with no spouse or dependents may be any location where 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, the human resources manager shall advise Labour Relations who, in turn, shall advise the Union.

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<sup>11</sup> Two times base rate

## **NOTE**

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

### **18.4 Change of Headquarters Upon Transfer**

#### **18.4.1 Advice of Headquarters**

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

#### **18.4.2 Notice of Transfer**

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

#### **18.4.3 Duration of Stay in New Residence Headquarters**

Householder: A change in residence headquarters will not be made for a householder unless it would appear that he/she will be located at the new residence headquarters for a period of at least six months.

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

## **19.0 TRAVELLING TIME OUTSIDE NORMAL WORKING HOURS**

When a supervisor directs an employee to travel between one work centre and another work centre, they shall be entitled in any calendar day to payment for travel time that is incremental to the time it takes for their normal commute to their regular work headquarters at the appropriate premium rate in accordance with conditions governing overtime up to a maximum of the number of hours which constitute a normal work day subject to the following:

1. Overtime will be paid when employees are required to drive a Company vehicle outside normal working hours unless being used exclusively for their own personal transportation.
2. When travelling by public transportation, travelling time shall be considered to include waiting periods beyond the employee's control up to a maximum of five hours; both preceding, during and subsequent to the travelling period, but excluding meal periods (one hour each) occurring during the waiting period.
3. When a berth or overnight accommodation is allowed and available, compensation shall not be made between 2300 hours and 0800 hours, nor shall the time spent for noon and evening meals (one hour each) be subject to compensation.

4. Travel time outside of normal working hours associated with attendance at training courses of five days or more or attendance at conventions (where it is part of the employee's normal function) will be compensated at straight time up to a maximum of a normal day's basic pay for each day involved.
5. Normally, selection interviews are conducted during employees' normal working hours. Where it is unavoidable and interviews are scheduled outside an employee's normal working hours, 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.
6. No compensation for travelling time outside the normal working hours shall be made in the following circumstances:
  - (a) 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.
  - (b) On periodic return to residence headquarters resulting from a permanent transfer, as outlined in Item 24.0.
  - (c) For a new employee reporting to some administrative centre or station for instruction or training before reporting for work at his/her new location.
7. Where the Company normally provides transportation facilities between residence headquarters and work headquarters for normal daily hours an employee required to work extension overtime will be provided free transportation to the residence headquarters.

#### **NOTE**

Equivalent time off without pay may be granted on the basis of an hour off for each hour spent travelling provided the workload permits.

### **20.0 Compensation for Travelling Expense**

Employees required to work at a temporary work headquarters will be paid a travel expense equivalent to the incremental mileage (i.e. the mileage that is beyond their normal commuting distance to their regular work headquarters) subject to the conditions below:

1. Employees who travel 5 kilometres or less in one day between a temporary work headquarters and the regular work headquarters do not qualify for benefits under this provision.
2. The company will provide a rental vehicle/company vehicle when it is in the company's interest to do so. The company will not pay for a rental vehicle unless the employee has obtained prior approval.

3. No travel expense payments shall be made to a passenger in a vehicle.
4. No travel expense payments shall be made to an employees travelling in a Company paid rental vehicle or company vehicle.
5. When it is reasonable to do so the employee may remain at the temporary work headquarters rather than commuting daily.
6. It is the responsibility of the employee to report to the temporary work headquarters at their normal starting time and remain until their normal quitting time, unless directed otherwise.

In addition to the travel expense those employees at the temporary work headquarters shall be paid:

For time spent travelling that is incremental to the time it takes for their normal commute to their regular work headquarters on the first trip when the work headquarters is changed and the last trip when he/she returns to his/her regular headquarters;

Entitled once every two weeks to payment for actual time spent travelling that is incremental to the time it takes for their normal commute to their regular work headquarters at straight time up to a maximum of three hours each way between temporary headquarters and regular work headquarters.

## **21.0 TRANSPORTATION TO OUTLYING STATIONS (Nuclear ONLY)**

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 \$1.00 each way and \$2.00 per round trip.

The kilometre rates applicable under Mid-Term Agreement PW-8 shall be two-thirds of the current Company kilometre rate.

## **22.0 KILOMETRE RATES**

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

1. The rate paid per kilometre is related to changes in the Private Transportation Index component of the Consumer Price Index of Canada.
2. The rate of **.61**cents per kilometre will take effect on April 1<sup>st</sup>, **2021**.
3. Future increases of one cent per kilometre will occur with each additional ten percent (10%) point increase from the base figure of 31.5 (1992 CPI = 100) in accordance with the formula described in a letter of agreement between Ontario Hydro and the Union dated May 25<sup>th</sup>, 1983.
4. Conversion factor is 1 mile = 1.6 km.

5. A decline in the index below the level of a previously surpassed trigger point for two or more consecutive months will result in a reduction in the paid rate to the appropriate amount.
6. The effective date for any new kilometre rate triggered by this indexing formula will be the first of the month following the month in which the index is published.
7. The additional payment for hauling household trailers will be nine cents per kilometre. The payment for hauling smaller trailers (camper, ski-doo, boat, etc.) will be three cents per kilometre.
8. The above rates will apply on a province-wide basis.

As a condition of employment, the Company does not require anyone to own a car. When transportation is required, the employee may, with the Company's approval elect to use his/her own car at the approved kilometre rate but if he/she does not elect to use his/her own car or if he/she does not own a car, the Company will, if necessary, provide alternative transportation appropriate to the occasion. However, ownership of an appropriate driver's license may be a condition of employment in some situations.

## **23.0 TRANSPORTATION AND MOVING EXPENSES**

### **23.1 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 23.5, Time Off For Move.

### **23.2 Notice of Transfer**

Refer to Item 18.4.2.

### **23.3 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.

### **23.4 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, a director may pay all or part of the moving expenses of the employee and household to the location where the employee will be employed.

This rule applies to a new operator-in-training or a new apprentice who is being assigned to the first location.

## **NOTE**

Costs of transporting the family of an operator-in-training or of an apprentice to a new location during the training period will be paid, but costs of moving the household effects of an operator-in-training or of an apprentice who is a householder will only be paid when they have attained two years' service or on the final move to a regular position.

### **23.5 Transfer of Regular Employees**

The following instructions will apply to all regular employees subject to the following limitations: An operator-in-training, or an apprentice will be eligible when progressing satisfactorily with the training course, after the attainment of two years' service. 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 11.21 in which case Part A, Item 23.0 applies in whole.

Householders: When the work headquarters of a regular employee who is a householder is changed he/she will be entitled to the moving expenses outlined below if;

- (1) His/her current residence is not within a reasonable commute\* of the new work headquarters; and
- (2) His/her new residence is within a reasonable commute\* of the new work headquarters.

\*reasonable commutes are reviewed independent of one another

## **NOTE**

A householder is defined as a person who maintains a complete dwelling.

1. Transporting the employee and family.
2. The packing, freight or truck charges on household effects, among which will be included boats and second automobiles which are part of the personal effects of the employee.

## **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,

3. The cost of board and lodging for the employee's family while furniture is in transit.

Board and Lodging: The Company will also pay the expenses or board and lodging allowance for the employee as applicable under Part A, Item 25.0.

Part E Employees: Moving expenses will only be paid when there is a minimum of six months' work available at an established work headquarters or on a special project for these employees who are householders.

## **NOTE**

For regular employees living in household trailers, moves for lesser periods of time than six months may be authorized by the department head or construction manager concerned. In this connection the distances and economics must be carefully considered.

Incidental Out-of-Pocket Moving Expenses: Employees may claim a \$5,500 allowance for miscellaneous out-of-pocket expenses required by the move. The requirement for supporting receipts and taxability of the allowance will be governed by Accounting Service Procedures.

Lease Termination: The Company will pay up to the maximum of two months rent towards the actual cost in terminating a lease.

Time off for Move: If regular employees who are householders are required to move their household to new residence headquarters on a regular scheduled day of work, they shall be granted one day off with pay to assist in the move.

## **NOTE**

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

Non-householders: When the residence headquarters of a regular employee who is a non-householder is changed, the cost of transporting the employee will be paid. A director, at his/her discretion, may authorize actual moving expenses to a maximum of \$1000.00 or a lump sum payment of \$1000.00 towards the cost of moving personal effects, including furniture. No reimbursement will be made for incidental out-of-pocket expenses.

## **NOTE**

This section does not apply to operators-in-training nor to indentured apprentices with less than two years' service.

Kilometre: All employees described under the Householders and Non-householders sections may be allowed the regular kilometre rate for driving the employee's car to the new location provided that such cost is not more than it would otherwise cost for transportation of the employee's family and for freight on shipment of the automobile.

### **NOTE**

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

Legal and Real Estate Brokerage Fees: In addition to the provisions of the Householders and Kilometre sections, with the exception of employees and circumstances listed in Exceptions subsection below, regular employees who are householders, required by the Company to move their principal residence, shall be entitled to the following:

1. The Company will reimburse the employee up to \$18,000.00 for standard brokerage fees related to the sale of the old principal residence and legal fees and disbursements actually incurred in selling the old residence and/or buying the new principal residence, (legal fees will be in accordance with a standard recognized scale and could include such items as land transfer tax, survey and legal fees associated with arranging or discharging a first mortgage and mortgage appraisal fees).
2. 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.
3. If an employee sells a mobile home [i.e., a trailer designed and used exclusively as a residence which exceeds 2.6 metres (8.5 feet) in width or 10.67 metres (35 feet) in length], he/she is considered to have sold his/her residence.

Exceptions: Any transaction, which is not commenced within one year of the date of the employee's transfer. Extension of this time period shall be at the discretion of a director.

Moves resulting from a demotion for cause.

## **23.6 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:

### **23.6.1 Application**

- 23.6.1.1 The housing assistance plan applies to regular employees eligible under Item 23.5 who are subject to a forced transfer or who have received a written declaration that they are surplus.
- 23.6.1.2 The provisions of this policy are only applicable to the principal residence of the employee, but do not cover other commercial (income producing) properties, cottages which are not the principal residence, farms, commercial real estate holdings, tenanted properties (e.g. duplex or triplex),



mobile homes on leased land, or residences with urea formaldehyde foam insulation (UFFI) or properties as defined in Item 23.6.1.3.

- 23.6.1.3 It will be the prerogative of the Company to reject an employee's application for Housing Assistance if the property is not an acceptable risk, with free and clear title.

#### **23.6.2 Purchase Guarantee**

- 23.6.2.1 The Company will provide a purchase guarantee based on an appraisal of the property's current worth by a group of up to three appraisers, to be selected by mutual agreement between Corporate Real Estate and the employee. The appraisals will be done at a time that is convenient to the employee and his/her family. Individual appraisals provided to the Company by the realtors/appraisers will not be disclosed to ensure objectivity for current and future appraisals.
- 23.6.2.2 The Company will not request appraisals until the employee is ready to list his or her house in the marketplace, providing this is within one year of the employee's transfer to the new work location, and the employee is prepared to abide by Subsection 23.6.2.4 and Subsection 23.6.3.1.
- 23.6.2.3 The employee must accept or reject the Company's Purchase Guarantee within ten 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 23.6.5.3.
- 23.6.2.4 If the employee wishes to participate in the Housing Assistance Plan, the employee must not list the property for sale until the Purchase Guarantee has been accepted.

#### **23.6.3 Listing of Property**

- 23.6.3.1 If an employee chooses to participate in the Housing Assistance Plan, by accepting the Purchase Guarantee, the employee will immediately list the property for 90 days on MLS (where such service is available) at a price not exceeding 107% of the guaranteed price.
- 23.6.3.2 Under the Housing Assistance Plan, the Company purchases an employee's principal residence in the former location at market value, if the employee is unable to sell it within 90 days. The house may be purchased by or turned over to the Company after 30 days if the house is vacant and the employee agrees with this action. The employee must put in writing that no real estate fees will be paid if the property is purchased by the Company.
- 23.6.3.3 The employee will retain the right to sell to a third party until such time as the property is purchased by or turned over to the Company for resale.
- 23.6.3.4 In order to assist the employee to dispose of the property expeditiously and at a fair market value, the employee must notify the Employee Relocation Administrator of all offers to purchase during the listing period. The Company may ask the employee to accept an offer, which is lower than the Purchase Guarantee, whereupon the employee will be compensated for the difference between the Company's Purchase Guarantee and the amount of the offer. The employee's acceptance of any offer less than the Company's Purchase Guarantee is not mandatory and the employee will retain

control of the sale of the residence throughout the listing period. All offers to purchase will be held in confidence by the Employee Relocation Administrator.

#### **23.6.4 Sale of Property by the Company**

- 23.6.4.1 The employee must be prepared to sign power of attorney authorizing the Company to sell property on the employee's behalf on the first day following the 90 day listing period. If the employee will be unable to vacate the premises at that time, the Employee Relocation Administrator must be notified.
- 23.6.4.2 The Company will pay to the employee the difference between the value of the property to the Company (Purchase Guarantee) and all existing encumbrances, including the advance of equity when the house is turned over to the Company or at the end of the 90 day listing period, whichever comes first.
- 23.6.4.3 When an employee applies for assistance under this procedure, he or she must declare under oath, if required by the Company, all encumbrances of any nature or kind whatsoever, including executions, chattel mortgages, and notices of conditional sales contracts which the employee is obliged to pay.
- 23.6.4.4 In consideration of the payment to the employee of the amount established in Subsection 23.6.4.2, the employee will complete a deed of sale of the property, conveying the same by good and marketable title, but subject to all existing encumbrances, to the Company or its nominee.

#### **23.6.5 Advance of Equity**

- 23.6.5.1 In order to provide the employee with funds for a deposit or down payment on a residence at the new location, an advance of up to 100% of the employee's equity (Purchase Guarantee minus encumbrances) in the employee's principal residence at the former location may be loaned to the employee by the Company.
- 23.6.5.2 If the employee accepts the Company purchase guarantee and sells his/her principal residence during the 90 day listing period, he/she is responsible for repaying the Advance of Equity to the Company within five working days of the closing date of the sale of the former residence. Failure to do so will activate the appropriate interest charges to the employee based on the Bank of Canada's weekly 5-year mortgage rate (employee housing loan five-year term) in effect on the closing date of sale. It is the employee's responsibility to repay the Advance of Equity to the Company within five days of the sale of the former residence, or within 90 days from the date of issue of the Advance, whichever comes first.
- 23.6.5.3 An employee who rejects the Company's Purchase Guarantee, may take advantage of the Advance of Equity option. If the former principal residence is not sold within 90 days of the date of issue, the employee must pay interest to the Company at his/her own expense commencing on the 91st day. The interest rate will be based on the Bank of Canada's weekly 5-year mortgage rate (employee housing loan five-year term) upon the expiration of the 90-day period. It is the employee's responsibility to repay the Advance of Equity to the Company when the former residence is sold, or within 180 days (six months) from date of issue of the Advance, whichever comes first.

### **23.6.6 House Evaluation and Guarantee Plan**

Upon subsequent transfer within the Company, an employee will be guaranteed his/her purchase price up to a maximum of four times his/her base salary at the time of the transfer (plus or minus \$3,000 for improvements or damages to the property). This guarantee will be for a period of ten years from the date of purchase. Improvements must be verified by receipts and do not include normal painting, decorating and maintenance costs. An employee may not sell his/her house for less than the guaranteed amount without the consent of the Company.

If an employee contracts to have a house built in the new location, the Employee Relocation Administrator, Corporate Real Estate, must arrange for an appraisal of the new principal residence upon completion to establish the "guarantee amount".

If an employee who is eligible for the House Evaluation and Guarantee Plan rejects, or does not qualify for, the Company's Housing Assistance Plan, the following stipulation will apply. The employee must not sell to a third party for a price less than the employee's original purchase price, unless the sale price is approved by the Employee Relocation Administrator, Corporate Real Estate.

The price level guaranteed by the House Evaluation and Guarantee Plan will be modified downwards in the event of a significant reduction in the level of real estate prices throughout Ontario.

### **23.7 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.

### **23.8 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.

### **23.9 Change of Residence Headquarters**

On a change of residence headquarters the employee shall be entitled to actual expenses for a period of up to one month. He/she shall be entitled to an allowance of \$75.00 each day he/she is eligible thereafter.

### **23.10 Terminations and Retirements Following Relocation**

The Company is not required to provide moving expenses to an employee who is entitled to moving expenses as per Part A, Item 23 unless the employee signs an agreement with the Company providing:

(a) that the employee agrees that in the event he/she voluntarily terminates from OPG less than three years from the date of relocation they will be obligated to repay a prorated portion of the relocation benefits discounted at a rate 50% in year one and 25% in each year two and in year three.

NOTE: The above provision does not apply to employees who are moved as a result of a forced transfer or in the case of an employee who has a dramatic and serious change in circumstances.

## **24.0 RETURN TO RESIDENCE HEADQUARTERS**

### **24.1 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.

### **24.2 Return to Residence Headquarters on Permanent Transfer**

An employee permanently transferred to a new residence headquarters will be reimbursed for expenses incurred in returning to his/her old residence headquarters once each week until he/she moves his/her family to the new location. The maximum period of entitlement will be four months from the date of transfer to the new residence headquarters unless extension is authorized by the appropriate director.

Entitlement shall cease when the employee moves his/her family to the new location.

All travel time associated with the return to residence headquarters will be outside the employee's scheduled hours of work.

The employee will not be entitled to claim payment for travel time.

### **24.3 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 24.5.2 below).

All travel time associated with return to regular headquarters will be outside the employee's scheduled hours of work. The employee will be entitled to payment for incremental time spent travelling at straight time to a maximum of eight hours each way.

### **24.4 Assignments to Training Courses**

Employees assigned to temporary work headquarters for training courses of five days or more will be compensated for expenses incurred in returning to his/her residence headquarters once each week.

Payment for incremental travelling time each way will be at straight time rates up to a maximum of a normal day's basic pay.

## **24.5 Qualifications to Above Policy**

The return trips mentioned in Item 24.1, will be granted subject to the following conditions:

### **24.5.1 Scheduling of Trips**

Return trips to residence headquarters shall be made at times when service or apparatus will not be jeopardized thereby except in case of emergency such as illness in the family or other matters highly important to an employee.

The Company will schedule the trip to meet the needs of the majority concerned or by mutual agreement where the work of some employees is dependent on the assistance or presence of other employees.

### **24.5.2 Postponement of Return to Residence Headquarters**

If, at the end of a week, when a return to residence headquarters would normally take place, it appears that the job will be completed on or before Wednesday of the following week, the return trip may be postponed until the job has been completed. If work is not planned on the weekend, the employee will have the option of remaining at the temporary headquarters or claiming the equivalent cost of staying at the temporary work headquarters and make his/her own arrangements.

### **24.5.3 Use of Company Vehicles**

The round trip to residence headquarters must be made within the scheduled non-working period. It must be made in a Company vehicle whenever the services of a suitable vehicle are available.

When a suitable Company vehicle is available, employees who do not avail themselves of these facilities will not be reimbursed for transportation expenses. Those who remain at the temporary work headquarters will be treated as if they were at residence headquarters.

When transportation by Company vehicle is not provided, the equivalent of public transportation costs or the standard kilometre allowance, whichever is lesser, will be authorized by his/her supervisor for an employee who chooses to use his/her own car instead of public transportation for himself/herself alone or for carrying other employees as passengers.

### **24.5.4 Isolated Locations**

In special cases when a temporary work headquarters is remote from public transportation, employees will be allowed to accumulate or "bank" overtime at straight time rates to a maximum of 40 hours in order to have extra time away from the job. Such permission shall only be granted when the majority of the affected employees agree.

## **NOTE**

Each special case is subject to agreement between the PWU Executive Committee and Labour Relations.

### **24.6 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.

## **25.0 BOARD AND LODGING**

### **25.1 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 18.0.

## **NOTE**

No free board and lodging shall be given to employees while they are located in their residence headquarters except where camp facilities are provided.

When Applicable: Board and lodging allowance is only applicable when the employee is absent from residence headquarters for more than one month.

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

### **25.2 Rate of Allowance**

The board and lodging allowance shall be \$75.00 per day.

Statutory Holidays and Vacation: Board and lodging will be allowed for statutory holidays.

During annual vacation period, lodging expenses only will be allowed, whenever it is necessary for the employee to retain this lodging for use after vacation, and approval has been obtained from the department head.

## **NOTE**

If, under certain circumstances and local conditions, the standard rate is considered inadequate, and it would result in undue hardship to the employee, a higher weekly limit, commensurate with existing conditions, may be set with the approval of the vice-president or the general manager concerned. In this case, the request must be supported by vouchers.

The standard rates for board and lodging in Company boarding houses shall be \$4.60 per day. The rates for OITs, apprentices, junior clerks and summer students earning the equivalent of salary range 54 or lower shall be \$23.00 per week.

### **25.3 Absence from Residence Headquarters**

The Company shall assume, within reasonable limits, the cost associated with meals, travel and lodging while an employee is assigned to a temporary headquarters. Where possible, single room accommodation will be provided.

Board and lodging shall be supplied without charge if the employee is living in Company-operated quarters.

When employees are required to work away from their normal headquarters for three consecutive days or more in a week, they shall be entitled to claim \$30.00 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 25.4.

### **25.4 Change of Headquarters**

#### **25.4.1 Regular Employees - Householders**

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

Actual expenses for up to one month from the date of actual transfer to the new location, and thereafter for a maximum of three months, the standard board and lodging allowance until the time the household is occupied in the new location.

#### **NOTE**

Such an employee must be a householder and entitled to the payment of expenses as outlined in Part A, Item 23.0.

Extension of Allowance: Payment of any allowance beyond the period of four months must be authorized by the appropriate director.

Eligible Employees: Payment of this allowance will be made only to an employee who indicates an intention to move to the new location.

If the employee fails to move within the time limit, any cash allowance paid in lieu of board allowance shall be recovered by the Company unless the reasons for not moving were beyond the control of the employee and/or the employee actually did board in the new location during this period.

#### **25.4.2 Non-householders**

On transfer to Company-operated quarters, an employee who is a non-householder shall pay for board and lodging immediately on transfer.

If not living in Company-operated quarters, an employee who is a non-householder shall be permitted actual expenses to a maximum of up to one month, after which no allowance will be made.

#### **25.4.3 Apprentices**

If transferred to a new headquarters upon completion of the training course, the apprentice shall receive allowances as provided for a non-householder in Item 25.4.2.

#### **25.4.4 Attendance at Company-Operated Training Courses**

Board and lodging shall be provided or board and lodging allowance shall be paid to all employees when attending a Company-operated training course.

### **26.0 JOINT COMMITTEES**

#### **26.1 Joint Pension and Insurance Committee**

**Note:**

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

1. Scope: To monitor the administration and the financial status of the OPGI Pension and Insurance Plans covering all plan members and to recommend changes as set out below:
2. Personnel: The "Joint Pension and Insurance Committee" shall meet at least twice a year or as requested by either party and shall consist of the following members:
  - three PWU members
  - three Ontario Power Generation management members

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

The chair will rotate between Ontario Power Generation and PWU, one meeting each.

- every effort will be made to reach unanimous decisions. In the event that a unanimous decision cannot be reached, decisions will be by a vote of a majority of members representing both PWU and Ontario Power Generation.
3. Function: In an advisory capacity with access to the necessary information: (This is limited in that it does not apply in respect of information as to the service, salary, pension benefits or other personal information related to any specific person without that person's prior consent.)



## Pensions

- (a) Monitor Ontario Power Generation's administration of the Pension Plan in accordance with the Pension Benefits Act, associated regulations and rules, and other applicable legislation.
- (b) Make recommendations respecting the administration of the Pension Plan.
- (c) Promote awareness and understanding of the Pension Plan on the part of Plan members.
- (d) Review the Ontario Power Generation's approved annual financial statements and investment performance.
- (e) Review the Ontario Power Generation's approved Actuarial Valuations of the Pension Plan and discuss the need for assumption changes.
- (f) Identify potential benefit changes and discuss cost and other implications. Committee recommendations for benefit level changes will be subject to ratification of the respective parent bodies.
- (g) The Committee will have the role of making recommendations generally with respect to the notational account.

## Life Insurance

- (a) Review the financial position, premiums and taxable benefits of the OPG Life Insurance Plan.
- (b) Identify potential benefit changes and discuss cost and other implications. Committee recommendations for benefit level changes will be subject to ratification of the respective parent bodies.

## **26.2 Joint Health and Safety Consultation**

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

### **26.2.1 Joint Policy Committee on Health and Safety**

#### **1. Goal**

To participate in the formation of health and safety strategy and policy by providing information and opinion from the Union to the Company's executive on employee health and safety.

#### **2. Personnel**

- (a) Company Health and Safety Advisory Committee.

- (b) Union Executive Committee and chairperson of Union Provincial Health and Safety Committee and Union staff advisor.
- (c) The chair will rotate between the chair of the Company Health and Safety Advisory Committee and the Union Provincial Health and Safety Committee.

3. Function

- (a) Identify problems and issues of Company significance which have not been resolved in the Joint Health and Safety Working Committee.
- (b) Review proposed initiatives and advise the corporate executive.
- (c) Evaluate existing policy and advise the corporate executive on recommended changes. This function applies particularly to safety rules and work protection code.
- (d) Develop Joint Policies on Health and Safety
  - i) Authority to Stop Work.
- (e) The committee will meet once a year or as mutually agreed.

**26.2.2 Joint Health and Safety Working Committee**

1. Goal

- (a) To provide recommendations to assist Corporate Safety and Wellness in the development, implementation and evaluation of OPG employee health and safety policy and programs.

2. Personnel

- (a) Membership will consist of:
  - Two Management representatives
  - Two PWU representatives
- (b) Additional Management and PWU resources as required.

3. Function

- (a) Participate in the identification and resolution 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) Recommend and establish additional working committees and task groups as required to fulfill the purpose of this committee.
- (e) The committee will normally attempt to resolve issues of mutual interest before seeking intervention by senior management or the Joint Policy Committee on Health and Safety.

### **26.2.3 Joint Committee on Radiation Protection**

A joint committee shall be established on the following basis:

1. Name: Joint Committee on Radiation Protection.
2. Goal: To provide a forum for communications between Management and employee representatives on radiation protection topics, and to develop recommendations to senior management for improvements in the radiation protection program. The resulting program is expected to lead to a level of performance that compares favourably with the best in our business.
3. Structure:
  - a) Chair: The chair shall rotate on a yearly basis between Management and a PWU Executive Representative.
  - b) Members:
    - Six Management representatives
    - Six PWU representatives
    - Two Society representatives
  - c) Secretary: Shall rotate on a yearly basis between the Management representatives and the PWU support staff. Management or the PWU shall not hold both secretary and chair positions at the same time.
4. Functions: Provide, with respect to employee and public health and safety, group recommendations on improvements to the radiation safety program to the Chief Nuclear Officer 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

#### **26.2.3.5**

Frequency of meetings and quorum: the Joint Committee on Radiation Protection will meet quarterly. A quorum will be not less than 50% of the members from each of the parties. In the event that a quorum is not achieved, that quarterly meeting will be cancelled.

#### **26.2.4 Joint Employment Equity/Diversity Committee**

1. Goal: To provide a joint forum for work on OPG Corporate Employment Equity, Human Rights and Diversity policies and/or associated corporate issues.
2. Personnel: (a) The committee will be structured to provide broad representation from the Company and the PWU. Up to six positions will be made available to be shared equally between the PWU and the Company (b) The PWU and the Company will be allowed staff advisors as required.
3. Function: To meet and exchange information regularly to ensure that the committee is informed of progress on initiatives undertaken by the Corporation and the Union. Each party will identify and bring forward emerging corporate issues for discussions. Both parties will attempt to agree on recommendation(s) acceptable to all parties and for delivery to the Senior Vice President, OPG Human Resources and/or to the PWU Executive where appropriate. Where agreement cannot be reached, each party will communicate expeditiously their positions to the above appropriate party.
4. Management is responsible for time and expenses, except for union staff time associated with this committee.
5. Reference: Terms of Reference, Tripartite Diversity/Employment Equity Team.

#### **26.2.5 Joint Employee and Family Assistance Committee**

A joint committee will be established on the following basis:

1. Name: Joint Employee and Family Assistance Working Committee
2. Goal: Provide recommendations to assist the Company and the Union in the development, implementation and evaluation of employee and family assistance policy and programs.
3. Personnel
  - (A) Chair: The chair shall rotate on a yearly basis between the Company and a PWU representative.
  - (B) Members:
    - . Representative from the Company
    - . Two (2) PWU representatives and one staff advisor.
    - . Two (2) Society representatives

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

4. Function:

- 4.1 Participate in the identification of problems and issues of significance in employee and family assistance policy and practices.
- 4.2 Participate in the development, promotion and implementation of employee and family assistance programs throughout the province.
- 4.3 On an ongoing basis study, develop and make recommendations for change to the Company employee and family assistance program. This function can be delegated to a sub-committee by mutual agreement.
- 4.4 The committee will normally attempt to resolve issues of mutual interest before seeking intervention by the Senior Joint Union/Management Committee.

**27.0 DISTRIBUTION OF PWU NEGOTIATED POLICIES AND PRACTICES**

The Company will supply the Union with PWU Negotiated Policies and Practices in quantities to distribute to its stewards and with revisions as may be issued.

**28.0 DISTRIBUTION OF AGREEMENT AND WAGE SCHEDULES**

The parties will make all reasonable efforts to resolve any outstanding issues within 3 months after ratification. The agreement will be distributed within 6 months from date of ratification. This Agreement shall be printed as soon as practicable after the date of signing and made available by the Company to the Union in sufficient quantities for distribution to its membership.

**29.0 TIME CHARGES - UNION ACTIVITIES**

**29.1 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.

**29.2 Time Charges for Employees On Union Business**

When the time of employees on Union business is payable by the Union, such time shall be charged at normal rates of pay. The normal payroll burden without the administration charge of ten percent (10%) will be applicable only for Union releases in excess of five consecutive days.

### **30.0 Banked Time**

The following Banked Time in Lieu Of Overtime agreement shall apply to all PWU represented employees as follows:

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 10.2 will continue to apply.

The accrued lieu time will be taken at a time, which is mutually agreeable to both parties. Banked time can not be taken when overtime is required to cover the shift that the individual is requesting off.

The employee can bank up to 40 hours, and can only renew the 40 hours or a portion thereof after it has been scheduled off or paid out or used to defer vacation time as per Part A, Item 6.7. If the employee chooses to cancel scheduled banked time it will be paid out and cannot be put back in the bank.

Any banked time in lieu of overtime not scheduled off, taken or used to defer vacation time as per Part A, Item 6.7 as of December 1<sup>st</sup> each year will be paid out as of December 31<sup>st</sup> of each year.

### **31.0 EYE PROTECTION**

Approved eye protection shall be supplied to individual prescription to all employees who normally wear glasses and are required to wear eye protection for an appreciable amount of time in the performance of their duties.

### **32.0 PERSONAL TOOLS**

**The following applies to Nuclear:**

T&WE mechanics at Pickering and Darlington

The company will provide T&WE mechanics at Pickering and Darlington the tools necessary to perform their job.

**The following applies to Non-Nuclear:**

#### **32.1 General**

Employees in trade categories and designated clerical/technical categories will provide at their own expense, the ordinary hand tools of the trade. These tools are listed in the appropriate 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.

### **32.2 Tool Replacement/Upgrading**

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

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

### **32.3 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 32.2.

## **33.0 SPECIAL CLOTHING FOR EMPLOYEES**

### **33.1 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.

### **33.2 Special Clothing That May Be Provided at Company Expense**

Subject to certain conditions outlined herein, special clothing may be obtained at the expense of the Company for issuance to employees under the following conditions:

#### **33.2.1 Where Uniform Appearance is Required in Nuclear**

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.

Where employees are required to wear uniforms they will be provided yearly with a \$200 allowance to offset the cost of cleaning.

### **33.2.2 Where Uniform Appearance is Required for Non-Nuclear Security Guards**

Security Guards who are required to wear a uniform will be provided an annual \$200 cleaning allowance.

### **33.2.3 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.

### **33.2.4 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.

### **33.2.5 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.



### **33.2.6 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:

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

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

(2) One or two pairs in one calendar year to a combined maximum of \$300 will apply to others who choose or are required to wear CSA approved ESR protective footwear.

(3) Others who choose not to wear approved ESR protective footwear, will be reimbursed fifty per cent (50%) of the actual cost, up to a maximum reimbursement of \$75.00 per pair.

II Employees who are not required to wear protective footwear:

Employees who purchase safety footwear will be reimbursed thirty-three and one-third percent (33-1/3%) of the actual cost up to a maximum reimbursement of \$20.00 per pair subject to the approval of the appropriate manager or supervisor.

#### **NOTES**

Temporary employees will be reimbursed for a maximum of one pair in each six-month period.

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

These actual cost maximums include applicable taxes.

### **33.2.7 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.

### **33.3 Issuance, Care of, and Responsibility for Clothing Provided by the Company**

In order that the use obtained from clothing purchased by the Company may justify the expenditure, the following shall be carefully observed:

1. Except in isolated cases, special clothing must not be issued to any one employee for exclusive use but must be kept available for any employee who may require it for Company purposes mentioned herein.
2. When no longer required on the job, clothing must be promptly returned to local headquarters, station or truck where it will be readily available when required.
3. All clothing furnished by the Company will remain the property of the Company and must be clearly and prominently marked for easy identification.
4. Where loss or destruction of Company clothing issued to an employee occurs as a result of carelessness on the part of the employee, the employee will be required to make good such loss.

### **34.0 PURCHASING PRIVILEGES - SURPLUS EQUIPMENT STORES**

Employees shall have purchasing privileges at Surplus Equipment and Material Stores to the same limit as extended to the general public.

### **35.0 RETURN OF COMPANY PROPERTY**

It is agreed that employees whose employment terminates with the Company shall be responsible for the return of any Company property issued to them during the term of their employment. Failure to return such property shall result in the Company deducting its current value from any monies owing to the employees.

### **36.0 TIME CHANGE - SHIFT WORKERS**

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

1. Employees who are scheduled to work during the affected hours will work a shift which is either shortened or extended by one hour.
2. Payment for the shortened or extended shift will not be calculated on the basis of actual hours worked, rather will be based on the number of hours normally worked (eight or twelve).

### **37.0 REST PERIODS**

Each employee shall be entitled to a 10 minute rest period in the first half and second half of each scheduled work day at a time designated by the Company.

### **38.0 BI-WEEKLY PAY DAYS**

- 38.1** Salaries and wages of all employees throughout the Company covered by this Agreement shall be once every two 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<sup>th</sup>, 1991 or subsequent code numbers providing equivalent accessibility). The Company is responsible for the cost of depositing these funds to the employee's account.
- 38.2** Existing employees who were paid the equivalent of one week's base pay during the transition from weekly pay to weekly direct deposit pay will have the amount of this one week payment deducted from their final payment of salaries and wages from the Company (i.e., termination, retirement, etc.)

### **39.0 ESCALATOR CLAUSE**

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

1. The parties have agreed for the three year term of this Collective Agreement to include an escalator clause applicable in the last year of the contract. This provision will terminate as of March 31<sup>st</sup>, 2015 and will not be automatically renewed in any subsequent collective agreement. This escalator clause is designed to generate a maximum of one wage increase on April 1<sup>st</sup>, 2014 and none thereafter.
2. In the third year of the Collective Agreement, namely April 1<sup>st</sup>, 2014 to March 31<sup>st</sup>, 2015, the following formula shall apply:
  - (a) An increase of more than 2.75% in the Ontario All Items index (2002 = 100) published by Statistics Canada in February, 2014 (published in March, 2014) over the index for February, 2013 (published in March, 2013) will activate the escalator clause.
  - (b) On April 1<sup>st</sup>, 2014, base rates and band rates will be increased by an amount equivalent to the amount by which the increase in the Index exceeds 2.75% in the 12 month period specified in (a) above but in no case shall the amount of such increase exceed 2.75%.
  - (c) This wage increase would be implemented effective April 1<sup>st</sup>, 2014 at the same time as the negotiated 2.75% wage increase referred in Part A, Item 43.0 below. There will be no compounding of these wage increases.
3. In the calculation of fractions, the simple 5/4 method of rounding will be used. That is, .00001 to .00499 rounds to down and .00500 to .00999 rounds up. This rounding methodology is to be used in the calculation of wage rates.
4. The availability of the escalator shall depend upon the continued availability of the Index calculated on its present base and in its present form. If the Index is not available, the parties will meet and agree on an appropriate alternative conversion of the Index.

#### **40.0 Reduced Work Week Entitlement (RWE)**

This clause is applicable only to those employees who were forty (40) hour workers on or before October 3<sup>rd</sup> 2001 and who voted in favour for the restoration of a RWE

The RWE shall operate in the following manner:

Employees who voted in favour for the restoration of RWE shall continue to work forty (40) hours per week. They will be paid for thirty nine (39) of these hours and the additional worked hour will be banked to a maximum of fifty-two (52) hours per year.

1. The normal scheduled and paid hours of work will remain at 40 per week.
2. Overtime rates will be paid for all hours in excess of normal scheduled hours.
3. This RWE 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.
4. RWE banked time may be taken off in a minimum of half-day (i.e., four-hour) increments.
5. RWE banked time accumulated in a calendar year must be taken by April 30<sup>th</sup> of the following year.
6. Where the employee is unable to reach mutual agreement with his/her supervisor to take his/her RWE banked time entitlement (except when exhausting sick leave prior to LTD as noted in Part A, Item 12.2.1), unused RWE banked time entitlement will be assigned on the last working day(s) prior to April 30<sup>th</sup>.
7. Where an employee falls sick on his/her scheduled RWE banked time off, that day will not be charged against his/her sick leave credits, but shall be treated as banked time off for pay purposes.
8. RWE 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. RWE banked time will accumulate during a paid leave of absence and Pregnancy / Adoptive / Parental Leave.
9. When an employee terminates or when an employee is reclassified to a job where the normal hours of work are less than 40 hours per week, unused banked time will be paid off at straight time rates.

#### **41.0 TEMPORARY EXTERNAL PROJECT ASSIGNMENTS IN ONTARIO**

This provision deals with the rights of PWU members who accept temporary external project assignments involving project work to be performed within Ontario.

1. The PWU maintains the right of representation for members performing work on such projects.

2. The PWU recognizes the need to have the ability to assign volunteer PWU members to such project assignments, away from Company facilities. In order to meet these needs, OPG may require labour contract flexibility.
3. The Sector Vice-President and OPG will jointly develop principles for the establishment of labour terms and conditions for external projects involving work to be performed by PWU workers in Ontario.
4. The proposed labour terms and conditions for Ontario-based work for a particular external project will be submitted by OPG to the PWU Sector Vice-President for review. Where the principles (jointly developed under Item 3) have been satisfied, the Sector Vice-President will provide written agreement to the proposed terms and conditions within 48 hours. Where the principles have not been satisfied, the Sector Vice-President will advise OPG within 48 hours of the issues to be addressed, will negotiate with OPG to resolve these issues, and will reach a final joint decision (agreement or rejection) within an additional 48 hours. The terms and conditions jointly agreed upon for a particular project will change the normal provisions of the Collective Agreement for the term of the particular external project.
5. In the event of applying Article 11, employees who accept temporary OPG assignments will continue to be considered as though they had remained in their home work unit and will be subject to the contractual terms and conditions then in force. Employees will be entitled during the term of their Ontario-based OPG assignments to exercise their redeployment rights unless OPG determines that to do so would seriously jeopardize the international project, in which case the affected employees' rights will be deferred until they return to their home unit.

#### **42.0 RELIEF**

If an employee, 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 employees 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. Employees 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.

#### 43. 0 WAGE STRUCTURE

April 1, 2021 – 1.0%

Band	Step 0	1	2	3	4	5	6	7	8
I	20.64	23.83	27.41	29.40	31.37	33.75	36.52		
II	27.00	28.57	30.62	32.55	34.56	36.95	39.33	41.71	44.46
III	34.93	37.34	39.70	42.09	44.84	47.66	50.82	54.01	57.16

#### Band 3 Apprentices/Trainees/Operator Trainees

Band II	Step 0	Step 3	Step 5						
Band III				Step 3	Step 4	Step 5	Step 6	Step 7	Step 8

Students: First year: Band 1 Step 0; Second year and every year thereafter: Band 1, Step 1

#### 44. 0 LUMP SUM PAYMENTS AND SHARE PERFORMANCE BONUS PLAN

##### Lump-Sum Payments

PWU employees contributing to the Pension Plan as of April 1, 2015 will receive the following:

- i. Lump sum payment of 1% of salary as of April 1, 2015 (adjusted if less than 12 months until employee no longer makes pension contributions)
- ii. Lump sum payment of 2% of salary as of April 1, 2016 (adjusted if less than 12 months until employee no longer makes pension contributions) provided the individual is still an employee of OPG as of April 1, 2016 and contributing to the Pension Plan

##### Share Performance Bonus Plan

PWU employees contributing to the Pension Plan as of April 1, 2015 will participate in a Share Performance Plan related to the Hydro One IPO, as follows:

- i. Share awards will be made on April 1<sup>st</sup> of each year starting April 1, 2017 and continuing up to and including April 1, 2031 (i.e., maximum of 15 share awards) provided the individual is still an active employee of OPG as of the award date and has less than 35 years of pensionable service, with the number of shares awarded to each individual each year calculated as 2.75% of Salary as of April 1, 2015/Initial Share Price:
- ii. Value of share award at each award date will equal number of shares awarded x Hydro One share price at date of award

- iii. Share award will be made in Hydro One shares with the employee having the option to take 50% of award in cash to pay the taxes since the value of the share award is a taxable event. As per current tax rules, the employee may direct the payment of shares into an RRSP, providing the employee has room within their contribution limits.

*Example* – if an employee has a salary on April 1, 2015 of \$88,000, and the initial share price is \$20.00, the employee will get a share award of 121 shares ( $2.75\% \times \$88,000 / \$20.00$ ) each year. If the share price is \$30.00 at the time of the award, the share award value will be 121 shares x \$30.00 per share or \$3,630.

## PART B

### HYDROELECTRIC AND FACILITIES MAINTENANCE TRADES



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## **PART B**

### **HYDROELECTRIC AND FACILITIES MAINTENANCE TRADES**

#### **Specific Matters of Agreement**

#### **1.0 HOURS OF WORK**

##### **1.1 Facilities Maintenance Trades Employees (Except Hydroelectric)**

1. The normal work week of all facilities maintenance trades employees of the Company shall be 40 hours per week consisting of five days of eight hours (not before 7:00 am and not later than 6:00 pm) Monday to Friday inclusive.
2. A change to established hours of work within the core hours (7:00 a.m. to 6:00 p.m.) shall be a matter for discussion between the Union (Chief Steward) and the Company. When changes in hours of work are contemplated the preference of 70% of affected staff in the classification(s) will be considered to be the preference of that classification(s). Where the work of classifications is interdependent (e.g., rehabilitation work, electrical, mechanical, civil), the preference of 70% of the employees in the interdependent classifications will be deemed to be the preference.

However, if in the Company's opinion the desired hours of work of the affected classifications cannot be accommodated then the Company will provide the Union (Chief Steward) with written rationale for such a decision.
3. Excepting for shift work, all other work outside of the normally scheduled hours shall be considered overtime and paid for at the appropriate premium rates.

##### **1.2 Shift Work (Facilities Maintenance Trades Employees - Except Hydroelectric)**

1. The procedures for establishing shift work are as follows:
  - (a) In order to establish shifts, it shall not be necessary to have a continuity of the same specific operation.
  - (b) Seventy-two hours' notice shall be given in writing stating the group and the estimated length of the work period involved. A copy of the notice shall be forwarded to the Chief Steward of the Union.
  - (c) If the work period is for three working days or less, the appropriate premium rate shall be paid.

- (d) For periods of longer than three working days for which the 72 hours' notice has been given, the appropriate shift differential shall be paid.
- (e) Work performed on Saturdays, Sundays and statutory holidays shall be at the appropriate premium rate.
- (f) Facilities Maintenance Trades Employees on afternoon shift will be paid straight time for the one hour of normal working time between 0000 hours (midnight) Friday and 0100 hours Saturday morning.

### **1.3 Hours of Work - Hydroelectric**

Maintenance trades employees of Hydroelectric will be assigned by Management to either day work or shift work.

#### **1.3.1 Day Work - Hydroelectric**

1. The normal work week of all maintenance trades employees of Hydroelectric shall be 40 hours per week consisting of five days of eight hours (not before 7:00 am and not later than 6:00 pm) Monday to Friday inclusive.

The normal work week for former T&W-Field Mechanics shall be 40 hours per week consisting of five(5) days of eight (8) hours (not before 6:00 a.m. and no later than 8:00 p.m.), Monday to Friday inclusive. The start times for these employees may be adjusted within the window by Management with seven (7) days' notice to the affected individuals. Such adjusted start times will be equitably rotated among all employees in the classification at the work site.

2. A change to established hours of work within the core hours (7:00 am to 6:00 pm) shall be a matter for discussion between the Union Chief Steward and the Company. When changes in hours of work are contemplated the preference of 70% of affected staff in the classification(s) will be considered to be the preference of that classification(s). Where the work of classifications is inter-dependent (e.g., electrical, mechanical and civil), the preference of 70% of the employees in the inter-dependent classifications will be deemed to be the preference.

However, if in the Company's opinion the desired hours of work of the affected classifications cannot be accommodated then the Company will provide the Union Chief Steward with written rationale for such a decision.

3. Except for shift work, all other work outside of the normally scheduled hours shall be considered overtime and paid for at the appropriate premium rates.
4. A minimum of seven (7) days personal notice shall be given when the employee's hours of work are changed.

In the case of illness which would result in a staff shortage, four (4) days personal notice will be given when placing an employee on shift.

5. In emergencies three (3) days personal notice shall be given when the employee's hours of work are to be changed.
6. Failure to provide the required notice period will result in the payment of double time being paid until the required notice period has elapsed.

### **NOTE**

Personal notice means the employee will be contacted personally, face to face or by telephone. The contact must be made with the employee, no messages. Personal notice will be followed up within 72 hours with posted notice which will list the time and date the employee was personally contacted. If the notice is not posted within 72 hours, management will pay 4 hours at straight time to the person who was shift changed.

### **1.3.2 Shift Work**

Shift work may be established for Hydroelectric maintenance trades employees under the following conditions:

#### **1. (a) Eight-Hour Shifts**

Shifts: The normal hours of work for non-time balanced eight hour shifts are 40 per week. Shifts may be performed in one, two or three shifts per day, Monday to Sunday inclusive.

1st Shift	-	0000 hrs to 0800 hrs	
2nd Shift	-	0800 hrs to 1600 hrs	
3rd Shift			-
1600 hrs to 2400 hrs			

The above shift start and stop times may be changed by local agreement between the Plant Group Manager and the Union Chief Steward.

#### **Shift Differential**

1st Shift	-	95 cents per hour
2nd Shift	-	No shift differential
3rd Shift	-	75 cents per hour

#### **Meal Periods**

One (1) paid meal period will be included within each shift as conditions permit.

#### **Schedule**

A maximum of five (5) consecutive eight (8) hour shifts in any seven (7) day period.

## Time Balance

Eight (8) hour shifts may be subject to the time balance provisions of Section 8. if these shifts are used in conjunction with ten (10) and/or twelve (12) hour time balance shifts.

## Notice Period

A minimum of seven (7) days' personal notice shall be given when an employee's hours of work are to be changed (except as per 1.3.1 (4.) and (5.).

### (b) Ten-Hour Shifts

Shifts: The normal hours of work for non-time balanced ten hour shifts are 40 per week. Shifts may be performed in one or two shifts per day, Monday to Sunday, inclusive, and may be performed within the following shift windows:

1st Shift	-	0600 hrs to 1800 hrs
2nd Shift	-	1400 hrs to 0200 hrs

Shift start/stop times and/or shift windows can be changed by local agreement between the Plant Group Manager and the Chief Steward.

## Shift Differential

1st Shift	-	No shift differential
2nd Shift	-	80 cents per hour

## Meal Period

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

## Schedule

A maximum of four (4) consecutive ten (10) hour shifts may be scheduled in any seven (7) day period.

## Time Balance

Ten (10) hour shifts may be subject to the time balance provisions of Section 8.

## Notice Period

A minimum of seven (7) days' personal notice shall be given when an employee's hours of work are to be changed (except as per 1.3.1 (4.) and (5.).

(c) Twelve-Hour Shifts

Shifts: Shifts may be performed in one or two shifts per day, Monday to Sunday, inclusive, and may be performed within the following shift windows:

1st Shift	-	1800 hrs to 0800 hrs
2nd Shift	-	0600 hrs to 2000 hrs

Shift start/stop times and/or shift windows can be changed by local agreement between the Plant Group Manager and the Chief Steward.

Shift Differential

1st Shift	-	\$1.10 per hour
2nd Shift	-	No shift differential

Meal Periods

Two (2) paid meal periods will be included within each shift as conditions permit.

Time Balance

Twelve (12) hour shifts will be subject to the time balance provisions of Section 8 (a).

Notice Period

A minimum of seven (7) days' personal notice shall be given when an employee's hours of work are to be changed (except as per 1.3.1 (4.) and (5.).

2. Short Duration Shifts

Shifts as per 1.3.2.1 (a.), (b.) and (c.) may be scheduled for short durations (maximum three (3) consecutive weeks) for maintenance trades employees. No more than four (4) rotations onto these shifts may be worked by any individual in one (1) calendar year.

3. Work Schedules for Shift Work

The Company will post a work schedule for shift workers showing days, hours of work, position and work headquarters of each employee. The design of the work schedule shall provide for a minimum of sixteen (16) hours off between shifts for eight (8) hour shifts, twelve (12) hours off between shifts for ten (10) and twelve (12) hour shifts. Failure to provide the minimum time off between shifts shall require premium rates to be paid for the first affected shift. Without specific commitment, the Company acknowledges the responsibility that such work schedules shall be posted as far in advance as is practicable and subject to the penalty indicated in Subsection 5(d). Until a new work schedule is posted, the existing posted work schedule will remain in effect.

Although the content, preparation, posting and administration of shift schedules is the sole responsibility of the Company, the preference of the majority of shift workers at each station for a particular basic type of schedule will be adopted. Such preferences will be made known to the Company prior to commencement of preparation of a new schedule. 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 work 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 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.

Ten-hour non-time balanced shift schedules will be assigned as follows:

- A minimum duration of four (4) weeks and;
  - A maximum of four (4) days of 1st shifts in a row and;
  - A maximum of four (4) days of 2nd shifts in a row.
- 4. Premium Payments - Scheduled Shift Work
  - 1. One and one-half times the employee's basic rate shall be paid for normal scheduled hours of work performed on Saturdays and Sundays.
  - 2. Two times the employee's basic rate shall be paid for normal scheduled hours of work performed on a statutory holiday which occurs on a Monday to Friday. A day off in lieu of this worked holiday shall be scheduled within the following six months. The employee will advise the Company of his/her preferred day off within 30 days after the holiday is worked. If mutual agreement cannot be reached within 30 days of the worked holiday, management may, on seven days' notice, schedule the lieu day off.
  - 3. Two times the employee's basic rate shall be paid for normal scheduled hours of work performed on a statutory holiday which occurs on a Saturday. There is no entitlement to a day off in lieu of this worked holiday.
  - 4. If mutually agreeable, three times the employee's basic rate shall be paid for normal scheduled hours worked on a statutory holiday occurring on a Monday to Friday. No lieu day would be granted.
  - 5. Special Provisions Concerning Notice of Transfer to a Different Work Schedule or Work Headquarters

One (1) day notice in this item is defined as 24 hours prior to the start of the first affected shift.

- (a) When an employee's work headquarters are to be changed, seven (7) days' personal notice will be provided.
- (b) When a shift employee is being changed back to his/her normal schedule, he/she shall be given two (2) days' notice if returning to normal schedule within fifteen (15) days of the original change and seven (7) days' notice if returning to normal schedule fifteen (15) days or more after the original change.
- (c) Trades Trainees in Steps 0 to 1 may be changed within a calendar day for training purposes, provided that a notice period of sixteen (16) non-working hours is given before the start of the first affected shift.
- (d) Failure to provide the required notice period will result in the payment of double time until the required notice period has elapsed.

#### 6. Special Provisions Concerning Shift Differential

The appropriate shift differential shall be paid for regular shift hours only in accordance with Item 1.3.2(1.) (a), (b) and (c), 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 base rate, excluding shift differential.

#### 7. Calendar Day for Shift Workers

Premium payments for a regular continuous shift shall be recorded and treated as if they occurred during the calendar day in which the shift ends.

#### 8. Provisions Concerning Time Balance Shift

A current six-month time balance schedule may not be terminated. Either eight-hour, ten-hour or twelve-hour time balance shift work which is in effect for any work group may be terminated by the Sector Vice President or Delegate or the Plant Group Manager upon two (2) months' written notice from one authority to the other prior to the end of a current six-month schedule. When the Sector Vice President or Delegate has exercised the right to opt out of time balance schedules for any group of employees, no new time balance schedule may be introduced for those employees without mutual agreement of management and the Union.

Time balance shift schedules will only be introduced at any work location providing seventy percent (70%) or more of all eligible employees so desire and vote in favour. That vote will be as determined by a secret ballot, scrutineered jointly by Management and the Union.

A six (6) month master work schedule will be posted thirty (30) days prior to its starting date. The time balance period of the six (6) month schedule may be less than six (6) months. The six (6) month schedule may include day work outside the time balance shift period. The schedule will average forty (40) hours per week using either eight, ten or twelve (8, 10 or 12) hour shifts, or any combination of the three. The schedule will indicate the days, hours of work (shifts) and position for each employee. The schedules will end on the last day of the shift cycle closest to April 30<sup>th</sup> and October 31<sup>st</sup>.



The hours of work for each employee, as shown on a work schedule, must balance to zero at the end of the shift cycle.

The zero time balance date must be indicated on each posted schedule.

The posted time balance date must be indicated on each posted schedule.

The posted master work schedule should never be far off balance and should reasonably approximate the time off provisions of day work. It follows then that such a schedule should not leave long sequences of work without time off, nor long sequences of time off.

(a) Plus Time Balance

Plus time balances which exist on the time balance date will be paid for at double time. At the time of layoff all positive time balances will be paid out at 2X.

(b) Minus Time Balances

Minus time balances which occur as a result of changes to the master work schedule shall be worked off within two fiscal months of the end of the fiscal month in which the minus balance occurs. Minus balances not worked off within this two-month period will be written off.

(c) Lieu Days

When scheduled work is performed on a statutory holiday, a day off will be scheduled in lieu of the statutory holiday. This lieu day shall be identified on the schedule and will be included when computing time balances. When workload permits, the employee may request that the lieu day be interchanged with another scheduled working day after the statutory holiday.

(d) Provisions Concerning Time Off

- (i) The following items will be credited for pay purposes on an hour-for-hour basis. In the application of undemoted Items, 1, 2, 3 and 4, a reference under the appropriate contract provision to "days" entitlement will mean eight (8) hours. Therefore a twelve (12) hour shift will constitute one and one-half (1.5) days deducted from credits and a ten (10) hour shift will constitute one and a quarter (1.25) days deducted from credits.

- (1) Vacation
- (2) Floating Holiday
- (3) Sick Leave
- (4) Leave of Absence
- (5) Travelling Time Outside Normal Working Hours
- (6) Payment for Temporary Supervision
- (7) Time Charges and Expenses for Employee Union Representatives

- (ii) When an employee is scheduled to work a ten (10) or twelve (12) hour shift and one of the undernoted conditions occurs, a "day" will be considered to be ten (10) or twelve (12) hours respectively:

- (1) Jury Duty
- (2) Funerals
- (3) Moving Day

(e) Statutory Holidays and Special Time Off

The basic statutory holiday and special time off provisions remain unchanged in that the time off will be calculated on an eight (8) hour basis. However, employees eligible for Remembrance Day and scheduled to work will get the normally scheduled hours off with pay.

(f) Assignment to Day Work or Eight Hour Shifts

Shift workers with a plus (+) or a minus (-) time balance assigned to day work or eight (8) hour shifts for an indeterminate period of time may be required to take off, or work a four (4) hour period respectively.

#### **1.4 Non-Maintenance Trades Employees**

The normal work week of Hospitality Workers and General Tradespersons who assist them shall be 40 hours per week consisting of any five consecutive days of the week not before 0530 hours and not later than 2030 hours.

#### **2.0 DIFFERENTIAL FOR SHIFT MAINTENANCE TRADES EMPLOYEES (EXCEPT HYDROELECTRIC)**

Shift differentials shall apply to employees required to work on a three-shift schedule or a two-shift schedule. The first part of a three-shift or a two-shift schedule shall begin at normal starting time.

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 95 cents per hour shall be paid to employees who are scheduled to work between the hours of 0000 to 0800.

For Regular part-time and Temporary part-time employees, shift differential is not applicable when the shift starts and ends between the hours of 0700 and 1800.

The appropriate shift differential shall be paid for the first eight hours of each scheduled shift on any regular scheduled day of work and shall not apply for any 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.

### **3.0 PAYMENT OF MEALS**

#### **3.1 Conditions Governing Allowance for Meals**

Recognizing the fact that employees are required to provide their own meals (except as in 3.2) the following conditions will apply:

1. The Company shall not require an employee to carry or provide more than one meal on a day when work is performed.
2. Wherever possible, supervisors shall notify employees who do not normally carry a lunch of the necessity to carry a lunch the following day.
3. If an employee is sent away from headquarters in an emergency without sufficient notice for him/her to provide and take his/her own lunch, the Company will pay the cost of the employee's noon day meal.
4. If an employee is required to continue working beyond a normal day, the Company will provide the employee's meal after two hours or more and every four hours thereafter while the employee continues working.
5. If an employee is required to work extended periods of overtime, Monday to Friday inclusive, the Company shall pay the cost of the employee's meal on a four-hour interval basis.
6. If an employee is called out to work extended periods of overtime on Saturday, Sunday or statutory holidays without forewarning, the Company shall pay the cost of the employee's meal on a four-hour interval basis. If forewarned, the employee shall carry or provide the first meal and the Company shall pay the cost of any further meals on a four-hour interval basis.
7. When overtime has been scheduled in advance, a meal period will be allowed and no time will be paid for this period. When the overtime is not scheduled in advance, no time will be deducted if employees eat at the job site in a minimum of time.
8. In the conditions outlined in 3, 4, 5, and 6, the Company will either bring the meal to the employee or release him/her from duty long enough to secure and eat it. Where necessary, the Company will provide transportation for this purpose. Employees shall have the choice of the actual cost of the meal or a \$15 meal allowance.
9. It is recognized that between the hours of midnight and normal starting time, it may not be feasible for the Company to provide a hot meal. The employee shall have the choice of a \$15 meal allowance or the actual cost of the meal to be procured following the completion of his/her shift.

### **3.2 Winter Meal Provisions**

In general, the winter months, for the purpose of this clause, shall cover the period of November 1st to April 30th for the areas south of the French River and the period October 1<sup>st</sup> to May 31<sup>st</sup> for areas north of the French River. However, if unseasonable weather is experienced any day during the two-week period immediately prior to the opening dates or subsequent to the closing dates, the supervisor in charge may, at his/her discretion, treat such days in the same manner as though they were included in the prescribed period.

During the winter months, if employees are required to work outdoors or in unheated buildings, subject to 3. hereunder, the Company will:

1. Provide means for carrying or storing the employee's lunches in some warm place and also provide where necessary, transportation for reaching some warm and suitable place for eating lunch. Such time involved in transportation both ways to be absorbed by the Company, thereby allowing the full meal period upon arrival, or
2. Supply or pay for a hot meal and provide transportation. The meal period's duration will be between the times of departure and re-arrival at the point of work and thus any time involved in transportation, both ways, is absorbed by the employee. Should the meal period be extended beyond its normal duration, any such excess will be absorbed by the employee by working equivalent overtime at straight time rates which will result in a total of normal daily hours of work and pay. This shall not preclude the providing of a meal when time involved is in excess of the normal meal period.
3. In some thinly-settled localities, there may be no warm place for storing or eating lunches, and no place where hot meals may be prepared within a reasonable distance from the point of work. Such conditions are beyond the Company's control and necessarily form part of the working conditions in that locality. In such cases, lunches must be carried but employees will eat on the job in a minimum period of time. Such time shall not be deducted and the conditions listed above do not apply.

### **4.0 EXTENSION OF LUNCH PERIODS**

Where lunch periods are restricted to half an hour and when it has been demonstrated that it has been difficult for employees to get their lunch and return to the job within one-half hour, the Company may exercise its prerogative in extending the lunch period to a maximum of one hour, with the necessary adjustments to the working hours of the day.

### **5.0 OVERTIME**

- 5.1 Due to the nature of the Company operations, some employees will be required to work overtime. Overtime will be minimized and managed within the limits of corporate effectiveness and customer impact. In recognition of employee well-being and inconvenience, an effort shall be made to equitably distribute overtime amongst all qualified employees. Overtime, as used herein,

means that part of the actual working time which is outside the normal scheduled hours and is, therefore, subject to compensation at premium rates.

## **5.2 Premium Payments**

Premium payment for overtime which does not include shift work shall be as follows:

1. Two times the employee's basic rate shall be paid for all work performed during the first four clock hours after normal quitting time after normal quitting time. Monday to Friday inclusive.
2. Two times the employee's basic rate shall be paid for:  
  
All work performed outside of the first four clock hours after normal quitting time, Monday to Friday inclusive.  
  
All work performed on a regular day off, on Saturdays, Sundays or statutory holidays.
3. When less than 48 hours' notice has been provided and an extra trip to the work location has been made to work overtime, time shall be counted from the time the employee leaves his/her home until he/she returns.

## **5.3 Overtime Cancellation Payments**

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

1. Overtime arranged during normal scheduled hours as an extension to those normal scheduled hours requires no cancellation payments.
2. Overtime arranged as an extension before the normal hours of work requires no cancellation payment if cancelled with more than 16 hours' notice prior to its commencement.

## **5.4 Overtime Minimum Payments**

All overtime performed, or reported for due to lack of notice of cancellation, shall result in a minimum payment of the greater of four hours at the appropriate premium rate or the actual time worked at the appropriate premium rate, except in the following circumstances:

1. Overtime arranged during normal working hours and worked as an extension before and/or after the employee's normal hours of work requires no minimum payment.
2. When short call-outs are repeated within one hour of the completion of a previous call-out for which the minimum was paid, no additional minimum payment is required.

3. For overtime call-outs occurring less than two hours before the commencement of normal starting time, the minimum will not apply and the appropriate premium rate will be paid continuously from call-out time until normal starting time.

## **6.0 SPECIAL PROVISIONS CONCERNING OVERTIME**

1. Because an employee was required to work overtime or because he/she lost time in changing shifts, he/she shall not be prevented from working his/her total number of normal daily hours in any normal scheduled day of work. If the employee cannot be supplied with the work required to make up the eight hours' work in that day, his/her pay shall be adjusted to provide a minimum of eight hours' work.
2. If an employee who has worked overtime 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.
3. 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.
4. Employees who have worked overtime qualify for a rest period based on the following:

1. An employee who is required to work continuously for more than 16 hours, or an employee who accumulates 16 hours of working time in any 24-hour period without a minimum five-hour continuous break between 2300 and 0700 hours, shall be entitled to an eight-hour rest period. Time spent for meals may be deducted from the total elapsed time but is not to be considered as breaking the continuity of the hours worked.

If the rest period extends into the employee's normal scheduled hours of work he/she shall be paid at straight time rates for the portion of the rest period which extends into the normal scheduled hours. This is in addition to the overtime worked.

Should the employee be required to continue working beyond the above 16-hour work periods, the employee shall be paid two times his/her normal basic rate until an eight-hour rest period is granted.

Should an employee be released before 16 hours have elapsed, he/she will not be entitled to an eight-hour rest period, and his/her right to continue work at straight time will be governed by Section 6.0(2.), above.

2. An employee on day work who is required to work four or greater accumulative overtime hours between the hours of 2300 and 0700 shall be entitled to an 8 hour rest period.
3. If the rest period in 2 above 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. Should the employee be required to continue working during normal scheduled hours, the employee shall be paid at two times his/her normal basic rate until the rest period is granted.

5. In computing overtime for employees on shift work, two times the employee's basic rate shall be paid for all work performed during the four-hour period following the scheduled shift and two times the employee's basic rate shall be paid for all work performed during the 12-hour period prior to the start of the scheduled shift, Monday to Friday inclusive. All work performed on Saturday, Sunday and statutory holidays shall be paid at two times the employee's basic rate.
6. Equivalent Time Off Without Pay: See Part A, Item 10.2.
7. Hospitality Workers and General Tradespersons who assist them shall be paid two times the employee's basic rate for all work performed on the sixth and seventh day of their five-day schedule, and on statutory holidays.
8. Overtime - Regular Part-Time and Temporary Part Time Employees

Overtime is defined as: (1) hours worked which are in excess of the normal daily hours of the classification; or (2) hours worked in excess of 24 in a week; or (3) hours worked on a regular day off.

Premium Payment for Overtime:

Extension Overtime: Overtime hours worked within the first four clock hours will be at two times the employee's basic rate unless the employee works more than 28 hours in a week in which case the hours in excess of 28 will be paid at two times the employee's basic rate.

Non-Extension Overtime: All overtime hours worked that are outside of the first four clock hours after the classification's normal quitting time will be at two times the employees' basic rate.

Regular Day Off: Overtime hours worked on a regular day off will be paid at two times the employee's basic rate.

## **7.0 TRAVELLING TIME TO AND FROM THE JOB**

Maintenance Trades employees shall travel from their headquarters to and from the job on Company time. The word "headquarters" shall be for the purpose of this item "where the employee normally reports for work".

## **8.0 Operation of the Niagara Queen**

### **8.1 Boat Captain**

Captain of the Niagara Queen are Band 3 duties and attract a supervisory premium in accordance with Article 8.8.2.

During normal scheduled hours, if an employee is called upon to perform the duties of Boat Captain of the Niagara Queen, he/she shall be paid a minimum of four hours at the Band 3 supervisory rate, or actual hours worked, whichever is the greater.

### **8.2 Engine Room Watchkeeper and Deckhand**

Engine Room Watchkeeper and Deckhand of the Niagara Queen and operation of a boat 7.92 m (26 feet) in length or more are Band 2 duties.

All Band 1 employees performing relief as Engine Room Watchkeeper and Deckhand shall be paid the appropriate Band 2 relief rate for a fully scheduled day.

## **9.0 APPRENTICES/TRAINEES**

Upon completion of 2 years of service, Apprentices/Trainees shall be entitled to all the benefits afforded a regular employee as outlined in Part A, Item 23.0.

Effective April 1<sup>st</sup>, 2009 OPG will require Apprentices/Trainees to register with the Ministry of Training, Colleges and Universities (MTCU). However, the completion of the C of A and C of Q is the responsibility of the Apprentice/Trainee. Apprentices/Trainees will be reimbursed for the registration fee charged by the MTCU. Apprentices/Trainees will be reimbursed for the examination fee and paid at their basic rate, for the time required to write each examination once, up to the maximum number of hours established by the appropriate Agency/Ministry for each examination.

## **10.0 MANAGERIAL DUTIES**

A management supervisors' normal duties are supervisory in nature. Under normal circumstances they must not take the place of skilled workers. In the event that an emergency work condition arises, skilled help should be called in. 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 management supervisor from carrying out appropriate training.



## **11.0 PAYMENT FOR TEMPORARY SUPERVISION**

### **11.1 Tradesperson Responsibilities**

A tradesperson is required to exercise judgment and control over his/her own actions so that the assigned work may be performed safely, efficiently, and effectively, and with consideration of its effect on others.

In a work situation, a journeyperson will be responsible only for his/her own work and the work and training of one apprentice or helper. However, for the purposes 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.

Where a group of employees are working at a location on jobs which are independent of one another and planned by a supervisor so that no coordination of their activities is required, additional supervision will not be required.

Where the job is being performed by three or more employees, one of them shall be appointed and paid as a trades supervisor in accordance with Article 8 and Part A, item 43.

### **11.2 Level of Supervision**

While in receipt of 5% for supervision a tradesperson shall perform supervision for up to 3 days without face to face contact with his/her Union Trades Supervisor. Less frequent contact requires the 10% supervisory payment.

## **12.0 ADVERSE WEATHER**

When in the Company's opinion the weather is unduly adverse, employees shall not normally be required to work outside and the following shall apply:

### **12.1 Regular Employees**

Regular employees shall within normal scheduled hours be provided with inside work.

### **12.2 Regular-Seasonal Employees**

Employees who have attained regular-seasonal status in accordance with Part A, Item 2.0, and continue to be employed on a seasonal basis shall be entitled to a half day's pay per day or pay for actual hours worked or held whichever is the greater, providing the employee reports for work.

### **12.3 Temporary Employees**

Two hours' pay will be allowed when a temporary employee reports and is prepared to remain for two hours at his/her place of work and is prevented from working due to unduly adverse weather.

If a temporary employee is required to remain at his/her place of work longer than two hours, he/she shall be paid for all the time he/she is required to stay on the job.

### **13.0 CLOTHING**

#### **13.1 Uniforms**

The Company shall supply uniforms, where they are required to be worn, at no cost to the employee.

#### **13.2 Stocking of Overalls and Associated Smocks**

The Company will stock bib-type overalls, coveralls and associated smocks in Central Stores which will be available for purchase by employees on the basis of a cash sale.

#### **13.3 Laundering and/or Supplying Clothing**

When the supervisor in charge of a work crew deems a specific job dirty for the particular trade function, he/she shall either:

1. Authorize laundering of the employee's work clothing, or
2. Issue coveralls or other suitable clothing during the period in which this job is being performed.

#### **13.4 Hydroelectric**

1. Management will supply and clean coveralls or overalls. Replacement will be up to 2 pairs per 24 months if condition warrants.
2. Management will supply employees with 100% cotton or natural fibre shirts and pants for a total not to exceed eight (8) articles of clothing every 24 months. Employees will be responsible for cleaning.
3. The Company will supply a parka and insulated bib-overalls or insulated coveralls every 36 months to employees required to work periods outdoors. The Company will attempt to bulk supply appropriate type parkas if it is more cost effective.
4. The Company will supply seasonal appropriate outdoor clothing, one spring/fall jacket every thirty-six (36) months.

Clothing supplies shall be jointly reviewed at the local level to ensure adequate supply and cost effectiveness.

Employees must exercise reasonable care in the use of the clothing supplied.

### **13.5 Facilities Maintenance Trade Employees**

Along with the daily uniform, the appropriate outerwear shall be supplied. Replacement of the outdoor clothing shall be done once every thirty-six (36) months.

### **14.0 ACTING IN VACANCIES**

All acting positions are to be limited to 90 days unless extensions are agreed to by the Company and the Union Chief Steward. Pending the arrival of the successful applicant and his/her assuming of the normal duties, the acting incumbent who is performing the normal duties and responsibilities of an "acting" position shall receive the rate for the position.

### **15.0 ON-CALL**

Employees may be placed on-call, as required, outside of their regular working hours. On-Call depending on the nature of the anticipated work as follows:

#### **15.1 On-Call**

On-Call is the term used to cover trouble call service performed by station maintenance personnel and facilities maintenance trades (mechanics and electricians) who, because of their limited numbers and the resultant increased frequency with which they are required to perform service duty, are allowed up to a maximum of two hours between the time they are called and the time when they report for work. The rates of payment for on-call shall be computed at one half (1/2) hour at the employees basic hourly rate per day except for Saturdays, Sundays and statutory holidays when the rate will be one (1) hour at the employee's basic hourly rate per day. This rate includes payment for the use of the employee's telephone. An employee who is required to report to work while on-call shall be paid for his/her working time in accordance with regulations governing overtime work, including the regulation governing work performed on a "short call" basis.

Staff will be assigned to on-call only if sufficient volunteers cannot be obtained. The assignment to on-call will be limited to two weeks in a four week period for any employee.

#### **15.2 Provisions for Telephones**

Telephone service to such designated employees deemed necessary by the Company shall be in accordance with Negotiated Policies and Practices Number 1.

**15.3** When an employee is on service duty or on-call a paging device will be supplied where such service is available and experience in that area has proven it will provide a reliable service.

## **16.0 HEADQUARTERS**

Headquarters, as referred to herein, means the building or point designated by the Company at which the employees are expected to report for work or to assemble for preparation for leaving for work at outside points. Employees moving from point to point, may have temporary headquarters established at some hotel or boarding place or some garage at which the truck is kept and at which the employees are to assemble.

## **17.0 SHIFT WORK - PRINTING SERVICES DEPARTMENT**

The provisions of this Agreement shall apply to those employees hired after April 1<sup>st</sup>, 1982, designated by the Company as being required to work shift work to operate printing services.

1. Employees hired prior to April 1<sup>st</sup>, 1982, will have their day status protected until such time as they apply for and are accepted to a position requiring shift work.
2. Day status employees may volunteer for a trial period of shift work after which time they may either apply for a shift position when vacant or retain their day status as in 1. above.

The following item will apply to the shift staff of Printing Services Department:

1. Hours of Work "Day Work": Employees covered by this arrangement may be required to work on "day work". When shift employees are transferred to or from day work, a minimum of seven days' personal notice shall be given. Failure to provide the required notice shall result in the payment of double time for all full shifts worked until the notice period has elapsed.
2. When working "day work" the provisions of Part B Maintenance Trades shall apply.

### **17.1 Working Conditions**

Hours of Work - Specific: The normal hours of work will be eight hours per day, 40 hours per week on a Monday to Friday basis.

The non-rotating shift work hours shall be as follows:

Afternoon	-	1600 - 2400 hours
Nights	-	0000 - 0800 hours

Employees on shift work shall eat their meals during the shift hours as conditions permit.

Shift Differential: The appropriate shift differential as described in Part B, Item 2.0 will apply.

Shift work will not be scheduled on statutory holidays.

## **18.0        ASSIGNMENT OF OPERATOR AGENTS**

For new operator agent assignments, management retains the right to determine the number and appropriate trades classification for each site. Assignment priority will be;

- a) Maintenance Trades employees who are former Electrical Operators.
- b) Senior Mechanical/Electrical volunteers.
- c) If no volunteers, junior Mechanical/Electrical will be assigned.

## PART C

### HYDROELECTRIC OPERATORS

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PART C

HYDROELECTRIC OPERATORS

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**PART C**  
**HYDROELECTRIC OPERATORS**  
**Specific Matters of Agreement**

**1.0 HOURS OF WORK**

The content, preparation, posting and administration of shift schedules is the sole responsibility of the Company.

**1.1 Regular Operators**

**1.1.1 Master Work Schedule**

A six-month master work schedule, averaging 40 hours per week, posted one month in advance, will be prepared and posted for every station, indicating the days, hours of work (shift) and operating position for each operator in that station. The master work schedule will provide a minimum of 16 hours off between eight hour shifts.

Twelve hour shift provisions may be scheduled as per Mid-Term R-107-4.

**1.1.2 Time Balance**

1. The master work schedule shall have the time balance adjusted for each operator to zero on June 30 and December 31. Statutory holidays occurring and vacation allowances taken during the respective periods shall be included when computing time balances.
2. Plus time balances on the above dates shall be paid for at double time. At the time of layoff all positive time balances will be paid out at 2X.
3. Minus time balances which occur as a result of implementing the provisions of 1.1.3(1.), (4.), 1.3.4 and 1.3.5 shall be worked off in the master work schedule in which they occur or the two-month period immediately following the establishment of the minus time, whichever is the greater.

**1.1.3 Revisions to Master Work Schedule**

Revisions to master work schedules should be done in a manner that mutually meets the needs of both the employee and the Company.

It is the Company's intent to minimize the impact of revisions to master work schedules on the affected employees consistent with good business practices.



This shall be accomplished by open discussion with all potentially affected employees to ensure:

- the impact of disruption to the employee's previously scheduled time off is considered
- that employees understand the impact of the changes on the cost to the Company.

Master work schedules may be subject to revisions as follows:

1. Individual operators may be changed within the master work schedule for strengthening of shifts providing a minimum of seven days' personal notice is given. The intention is that such changes shall normally be of a permanent nature.

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

2. Supernumerary hours of work may be changed within a calendar day to supply relief providing a minimum notice of 16 non-working hours is given before the start of the first affected shift. If sufficient notice cannot be provided, this change will not be made.

3. With a minimum of four days' notice, supernumerary days of work may be interchanged with scheduled days off for purposes of relief, meetings (excluding meetings involving Union), interviews, short leaves of absence, familiarization trips, training programs and for additional help during heavy workload periods. If more than four weeks separates a scheduled supernumerary day from a scheduled day off or four days' notice cannot be given then these may not be interchanged.

4. Once per schedule per operator and with a minimum of four days' notice an individual operator may be temporarily transferred from his/her master work schedule to the master work schedule of an operator who will be absent for at least ten working days. Seven days' notice will apply for subsequent temporary transfers. Such transfers shall be for the purpose of supplying relief for staff shortages due to transfers, leaves of absence or the absence of an operator involved in training as outlined in 1.4.5. An operator so transferred shall be required to assume the schedule of the absent operator and two days' notice shall be given when returning to his/her normal master work schedule.

A maximum of two additional regular operators may be temporarily transferred to fill in behind the relieving operator and their moves shall be governed by the foregoing of this item.

5. An individual operator's schedule on a master shift schedule may be changed without penalty, as a result of his/her request for an extension of his/her vacation as outlined in 5.0(2.)(d).

#### **NOTE**

In the above revisions every effort will be made by the Company to maintain the minimum of 16 hours off between shifts. However, where it is necessary to do so and with the appropriate notice, less than 16 hours off between shifts may be scheduled. These short changes will be limited to two changes per operator for a posted master schedule.

## **NOTE**

Personal notice means the employee will be contacted personally, face to face or by telephone. The contact must be made with the employee, no messages. Personal notice will be followed up within 72 hours with posted notice which will list the time and date the employee was personally contacted. If the notice is not posted within 72 hours, management will pay 4 hours at straight time to the person who was shift changed.

### **1.1.4 Penalties**

1. Failure to comply with one month's advance posting, as indicated in 1.1.1 shall require the payment of double time for work performed under the new schedule for which one month's advance posting has not been provided.
2. Failure to give the required notice, as indicated in 1.1.3(1.) and (4.) shall require the payment of double time until the notice period has elapsed.

### **1.2 Operator Trainees**

#### **1.2.1 Work Schedule**

When supernumerary, operator trainees shall be given a four-week schedule, averaging 40 hours per week, posted one week in advance, showing days and hours of work. Once they have completed two (2) years of training, trainees will be placed on the master schedule the next time a master schedule is posted.

#### **1.2.2 Revisions to Work Schedule**

While adherence to the supernumerary schedule is desirable, flexible utilization of trainees' working time will, on occasion, necessitate change in days of work on 24 hours' notice and hours of work on 16 hours' notice.

#### **1.2.3 Transfers between Work Schedule and Master Work Schedule**

1. When transferring from a supernumerary schedule to the schedule of a regular operating position and also when returning to their supernumerary schedule they shall be given one day's notice providing the transfer involves a change in the hours of work.
2. Plus time that has accumulated as a result of having worked in master work schedules shall be scheduled as time off during the four-week period following the operators' return to their supernumerary schedules. Failure to schedule this time off as outlined above, or a cancellation of such scheduled time off, shall require the payment of all remaining plus time at double time.
3. When occupying a regular operating position they shall be subject to the provisions governing regular operators as detailed in 1.0.

### **1.2.4 Penalties**

Failure to comply with the one week's advance posting, as indicated in 1.2.1 shall require the payment of double time for work performed under the new schedule for which one week's advance posting has not been provided.

Failure to give the required notice, as indicated in 1.2.2 and 1.2.3 shall require the payment of double time until the notice period has elapsed.

## **1.3 Miscellaneous Scheduling Provisions**

### **1.3.1 Administration**

Although the content, preparation, posting and administration of shift schedules is the sole responsibility of the Company, the preference of the majority of operators at each station for a particular basic type of schedule will be adopted. Such preferences will be made known to the Company prior to commencement of preparation of new schedule.

However, if in the Company's opinion, the efficiency of the station or the health of an operator 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 operators regarding vacation periods will be considered, providing such preferences are made known prior to commencement of preparation of new schedules.

Operating positions identified on the Master Work Schedule will normally be filled.

During periods of destaffing of positions, discussions will be held with the local Chief Steward and Management to decide when positions filled in relief by operator trainees will be discontinued.

### **1.3.2 Changing Positions on a Shift**

Changing of positions on a given shift shall not involve premium rates of pay.

### **1.3.3 Definition**

Notice as referred to in this item shall be defined as per the following example: One day's notice shall mean 24 hours prior to the start of the first affected shift. Also, the notice period shall be deemed to commence coincident with the posting of the revised schedule.

### **1.3.4 Location Transfer or Promotion Within a Station**

On transfer to a new location or promotion within a station, the individual operator 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 master work schedule, and in any case before the zero balance date of the existing schedule.

### **1.3.5 Training**

Operators may be temporarily transferred from their work schedules for purposes of job related training and development at the stations with Hydroelectric Operating Supervisors and at other locations where planned operator training is provided. Seven days' personal notice shall be given to all participating operators except in the event of a late cancellation in which case an alternate operator may be selected and he/she may waive the notice period.

Failure to provide the required notice period will result in the payment of double time until the required notice period has elapsed.

### **1.3.6 Floating Statutory Holiday**

A floating holiday may be interchanged with a supernumerary day or with a day where step-up relief can be provided. Floating holidays may be taken in the 12 month period from January 1<sup>st</sup> to December 31<sup>st</sup>.

## **2.0 FORTY-HOUR PER WEEK OPERATORS**

### **2.1 Non-shift Day Operators**

The normal work week for these positions shall be 40 hours per week, consisting of five days of eight hours each, Monday to Friday, inclusive, statutory holidays excepted. The standard hours of work shall be 0800 to 1200 hours and 1300 to 1700 hours, except where non-shift day operators are part of a shift complement, in which case their hours of work shall be 0800 to 1600 hours.

With local agreement between the Plant Group Manager and the local Chief Steward, a change to the standard hours can be made. However, the hours of work shall be between 0700 and 1700 hours.

Where in the Plant Group Manager's opinion, the change in standard hours is not meeting operational needs, the non-shift day operator(s) will revert back to the standard hours of work.

Operators filling such positions shall not be required to accept service duty or on-call duty.

## **3.0 SELECTION TO/ACTING IN VACANCIES**

Selection to vacancies to be made within 90 days after the vacancy is created providing there is a suitable applicant.

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 appropriate rate in accordance with Article 8, Part A, Item 43 and Item 6.0 herein.

## **4.0 DIFFERENTIAL FOR SHIFT WORK**

Shift differentials shall apply to employees required to work on a three-shift schedule or a two-shift schedule. The first part of a three-shift or a two-shift schedule shall begin at normal starting time.

Regular part-time and temporary part-time employees will not be eligible for shift differential when the shift starts and ends between the hours of 0700 and 1800.

1. 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.
2. A shift differential of 95 cents per hour shall be paid to employees who are scheduled to work between the hours of 0000 and 0800.

The appropriate shift differential shall be paid for the first eight hours of each scheduled shift on any regular scheduled day of work and shall not apply for any 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. Operator Trainees will be paid this shift differential when they are working shift work.

## **5.0 VACATIONS**

Vacations for operators will be governed by the following:

1. The 12-month period in which vacation is actually taken shall be from January 1<sup>st</sup> to December 31<sup>st</sup>.
2. Subject to exceptions resulting from unforeseen or emergent conditions, arrangements will be made to provide vacations as under-noted:
  - (a) Fourteen consecutive days<sup>1</sup> off within the period May 1<sup>st</sup> to September 30<sup>th</sup> (summer schedule) to all regular operators.
  - (b) If desired by the operator and he/she makes this known to the Company prior to the preparation of the master work schedule, 21 consecutive days<sup>12</sup> off including three weekends within the period May 1<sup>st</sup> to October 31<sup>st</sup> (summer schedule) to all regular operators who qualify for three or more weeks' vacation.
  - (c) Where mutually convenient to the Company and the employees, if individual operators so request, all or part of the vacation allowance may be taken outside the period May 1<sup>st</sup> to October 31<sup>st</sup>.
  - (d) A request by an individual operator 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 (reserve operators, surplus operators, operators-in-training) is available at the location.

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<sup>1</sup> The consecutive days referred to would normally include other than vacation entitlement.

3. If it becomes necessary to cancel the additional extension as outlined in this item, the operator granted the extension will be required to return to his/her original schedule without penalty to the Company.
4. If, in any instance and due to unforeseen circumstances, vacation schedules are adversely affected, the Company will use available relief so as to reduce the abnormal period to a minimum. See also Part A, Item 6.0.

## **6.0 RELIEF WORK**

1. Operator Trainees may be used to supply relief in any position excepting a Hydroelectric Operating Supervisor.
2. In each instance where an Operator or Operator Trainee falls sick while relieving in a higher-rated position, his/her sick benefits will be calculated at the higher relief rate for that specific period of time 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.
3. The entitlement of an Operator or Operator Trainee for payment of vacation days at a relief rate will be determined by the amount of relief provided during the period from May 1<sup>st</sup> to April 30<sup>th</sup> each year. If relief has been provided for 50 percent (50%) or more of this time in a higher position, all vacation days taken during this same period will be paid at the higher rate. Time worked after a permanent promotion to a higher position will not be counted towards the 50 percent (50%) credit.
4. Operator Trainees in Band II step 0 & 3 who are required to upgrade to an Operator position will be placed on Band II step 5 for the time they are filling a full time Operator position on the schedule.
5. When Operators or Operator Trainees relieve in a higher-rated position and he/she acquires a lieu day (statutory holiday), the lieu day shall be paid at the higher rate.
6. When relieving in a higher rated position during his/her normally scheduled hours of work, Operators or Operator Trainees shall be paid a minimum of four hours' pay at the appropriate relief rate, or the actual hours worked, whichever is greater.

## **7.0 OVERTIME**

Due to the nature of the Company's operations, some employees will be required to work overtime. Overtime will be minimized and managed within the limits of corporate effectiveness and customer impact. In recognition of employee well-being and inconvenience, an effort shall be made to equitably distribute overtime amongst all qualified employees. Overtime, as used herein, means that part of the actual working time which is outside the normal scheduled hours and is, therefore, subject to compensation at premium rates.

Overtime, as used herein, means that part of the actual working time outside of an Operator's or Operator Trainee's schedule (subject to provisions of 1.0 to 1.3).

### **7.1 Definitions**

Emergency Overtime: Work outside normal scheduled hours for which there has been no prearrangement.

Prearranged Overtime: Work performed outside of normal scheduled hours for which notification must be given a minimum of 24 hours in advance, for which time shall be counted from the time the operator arrives at his/her regular work headquarters until he/she finishes work at that headquarters. Where this advance notice is not given, overtime shall be considered as emergency overtime.

Extension Overtime: Work performed outside of normal scheduled hours as an extension of the normal shift (either immediately preceding or following the scheduled shift) for which time shall be counted from the time an operator reports for work until normal starting time (in the case of extension overtime preceding a scheduled shift) or from normal quitting time until an operator finishes work (in the case of extension overtime following a scheduled shift). Extension overtime will not be used where relief is required for a complete shift and an operator in the same or lower position is available.

### **7.2 Minimum Payments**

#### **7.2.1 Emergency Overtime**

All emergency overtime worked shall receive a minimum payment of three hours' straight time pay or the actual time worked at the appropriate premium rates, whichever is the greater providing short emergency calls are not repeated within one hour of the completion of a previous call, for which the three hours' minimum (three hours at straight time) was paid.

In addition to the payment for emergency overtime or minimum payment as outlined above, one hour (straight time) shall be paid to the operator as compensation for travelling from his/her home to his/her place of work and return.

#### **7.2.2 Prearranged Overtime**

All prearranged work outside of normal hours performed or reported for due to lack of notice of cancellation on a scheduled day of work shall receive a minimum of two hours' straight time pay or the actual time worked at the appropriate premium rate, whichever is the greater.

All prearranged work performed or reported for due to lack of notice of cancellation on a scheduled day off shall receive a minimum of four hours' straight time pay or the actual time worked at the appropriate premium rate, whichever is the greater.

All prearranged overtime work cancelled within 24 hours of the designated work commencement time shall require payment of two hours at the basic rate to all affected operators.

One hour at straight time will be paid in lieu of time spent travelling when an employee is called in to work overtime and an extra trip is involved.

### **7.3 Special Provisions Concerning Overtime**

An employee who is required to work continuously for more than 16 hours shall be entitled to an eight-hour rest period. Time spent for meals may be deducted from the total elapsed time but is not to be considered as breaking the continuity of the hours worked.

If the rest period extends into the employee's normal scheduled hours of work he/she shall be paid at straight time rates for the portion of the rest period which extends into the normal scheduled hours. This is in addition to the overtime worked.

Should he/she be required to continue working beyond 16 hours he/she shall be paid two times his/her normal basic rate until an eight-hour rest period is granted.

Should an employee be released before 16 hours have elapsed, he/she will not be entitled to an eight-hour rest period.

#### **7.3.1 Equivalent Time Off Without Pay**

See Part A, Item 10.2.

### **7.4 Overtime - Regular Part-Time And Temporary Part-Time Employees**

Overtime is defined as: (1) hours worked which are in excess of the normal daily hours of the classification; or (2) hours worked in excess of 24 in a week; or (3) hours worked on a regular day off.

Premium Payment for Overtime:

Extension Overtime: Overtime hours worked within the first four clock hours will be at two the employee's basic rate unless the employee works more than 28 hours in a week in which case the hours in excess of 28 will be paid at two times the employee's basic rate.

Non-Extension Overtime: All overtime hours worked that are outside of the first four clock hours after the classification's normal quitting time will be at two times the employees' basic rate.



## **8.0 PREMIUM PAYMENTS**

The following premium payments shall apply to Operators and Operator Trainees

### **8.1 Payment for Overtime**

Overtime, as used herein, means that part of the actual working time which is outside the normal scheduled hours, and is therefore, subject to compensation at premium rates.

Premium payment for overtime shall be as follows:

1. Two times the employee's basic rate shall be paid for all work performed during the first four clock hours after normal quitting time, Monday to Friday inclusive.
2. Two times the employee's basic rate shall be paid for:
  - all work performed outside of the first four hours after normal quitting time, Monday to Friday inclusive,
  - all overtime work performed on an unscheduled day of work, on Saturdays, Sundays and statutory holidays which occur Monday to Friday.
3. Two and one-half times the employee's basic rate shall be paid for all overtime hours worked on a statutory holiday which occurs on Saturday.

### **8.2 Scheduled Work**

1. One and one-half times the employee's basic rate shall be paid for scheduled work performed on Saturdays and Sundays.
2. Two times the employee's basic rate shall be paid for:
  - (a) Scheduled work performed on a statutory holiday which occurs on Monday to Friday. An additional day off will be scheduled in lieu of the statutory holiday within six months of the end of the posted schedule.
  - (b) Scheduled work performed on a statutory holiday which occurs on a Saturday. The premium for scheduled Saturday in 1. above shall not apply.

### **8.3 Cancelled Vacation Days**

When an employee's vacation is cancelled by the Company, the employee shall receive the appropriate premium rate for all normal hours worked on cancelled vacation days for which seven calendar days' notice has not been given up to a maximum of seven calendar days. If more than seven calendar days' notice has been given, the employee shall receive straight time for all normal hours worked.

Where possible, and where it is mutually agreeable, cancelled vacation days shall be rescheduled during the current or succeeding six months' schedule. If this is not possible, the cancelled vacation shall be included in the employee's time balance at the end of the schedule in which it occurred.

When an operator's vacation is postponed owing to his/her illness, this postponed vacation will be rescheduled at a mutually agreeable time during the current or succeeding six months' schedule. If this is not possible, the cancelled vacation will be paid for at straight time rates.

#### **NOTE**

Operators shall receive entitlement for the same number of statutory holidays as Part B employees. Therefore, when a statutory holiday falls on a Saturday, statutory holiday credit shall not apply.

## **9.0 OPERATORS' ORGANIZATIONAL STRUCTURE**

### **9.1 Two Level Structure**

#### **9.1.1 Definitions**

##### **Supervising Operator**

1. Operators in the senior position in multi-position stations.

##### **Operator**

1. Operators in one-person per shift stations that exercise operating control of generating stations or control/regulate water flows.
2. Subordinate operators who directly assist in the operation of multi-position stations.

## **9.2 Interpretation of Special Terms**

**Operating Control:** The operator has the authority to perform, direct or authorize the operation of all devices under his/her control. He/she need not have remote or supervisory control of the equipment.

**Directly Assist:** The operator must work directly with the supervising operator and fully share in the supervising operators' responsibilities for directing, coordinating and controlling operations in his/her assigned jurisdiction. The operator may or may not spend part of his/her time in a travelling capacity.

**Multi-position:** The station coverage must normally comprise a supervising operator and one or more operators on at least one shift a day, for a minimum of two days each week.

### **9.3 Application of Operators' Organizational Structure**

Where it is mutually recognized that a problem or problems exist regarding the application of the operators' organizational structure, a meeting of the Union and the Company will be called to resolve these specific problems. However, individual problems regarding the interpretation and application of the method will be initially dealt with in the field between the employee and his/her supervisor.

## **10.0 JOINT COMMITTEES**

The Operators' Consultative Committee, established in 1954, shall continue to act under the following terms:

### **10.1 Personnel**

Maximum of three appointees from each party.

### **10.2 Function**

To act as a liaison between the Company and the employees in the field for the purpose of exchanging information relating to changing conditions as they affect operators.

To discuss mutual operating problems of a general nature which arise from time to time.

Any program developed by the Company to establish standards of qualifications for operating positions will be a matter of Union advisement as to progress and discussion.

The committee may be convened at approximately three-month intervals to deal with agenda submitted by either the Union or the Company and acceptable to both parties as being within the scope of the committee's function.

### **10.3 Limits of Authority**

It is understood that this committee will meet to discuss general operating problems of common interest to the Union and the Company and shall not have bargaining power or authority to amend existing policy, or interpret collective agreements. Any recommendations which arise as a result of discussions shall be presented separately to the Union and to the Company by their respective members.

## **11.0 MANAGERIAL DUTIES**

A management supervisors' normal duties are supervisory in nature. Under normal circumstances they must not take the place of skilled workers. In the event that an emergency work condition arises, skilled help must be called in. 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 management supervisor from carrying out appropriate training.

## **12.0 PROVISION OF MEALS**

In recognition of the importance of regular meals to an individual's health and effectiveness on the job, the Company will supply meals as outlined below and when required, will assign an employee to secure the meals.

- (a) Employees provide their own meals on regular days of work.
- (b) When an employee works overtime on a regular day off, he/she will be expected to provide one meal if 23 hours notice has been given.
- (c) When an employee works extension overtime before or after normal scheduled hours, all required meals will be provided by the Company. The first meal (or meal allowance) will be provided when two (2) hours of overtime are worked. Subsequent meals or meal allowances will be provided every four (4) hours of overtime worked thereafter.
- (d) When meals cannot be reasonably obtained<sup>13</sup>, an allowance of \$15.00 per meal will be paid.

### **12.1 Meal Periods**

- (a) Employees on day work shall take a meal period designated by the Company and shall not be paid for this time (unless otherwise provided for in the Collective Agreement).
- (b) Employees on shift work shall eat their meals during the shift hours as conditions permit.
- (c) When an employee works extension overtime, no time shall be deducted for eating such meals where the employee eats the meal on the job and in a minimum of time.

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<sup>13</sup> 'Reasonably obtained' is to be defined locally by Union and Management.

## PART D

### CLERICAL/TECHNICAL

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### PART D

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## **PART D**

### **CLERICAL / TECHNICAL**

#### **Specific Matters of Agreement**

#### **1.0 WAGES**

The wage rates for all employees covered by this section of the Collective Agreement shall be in accordance with, Part A, Item 43 and Article 8.

#### **2.0 HOURS OF WORK - GENERAL**

1. Clerical/technical employees whose basic hours of work are 35 hours per week may be periodically required to change their work location and to work 40 hours per week or the same hours as field staff. All hours in excess of seven hours per day, Monday to Friday, are to be paid at the appropriate premium rate.
2. Certain technician classifications which have been established on a 40-hour week basis shall continue to work normal hours of 40 hours per week but when on field work may be required to work the same hours as the field staff.
3. The normal work week of all clerical/technical employees of the Corporate Mailing Section shall be 35 hours per week consisting of five days of seven hours per day, Monday to Friday inclusive. Such employees shall normally be free to select variable working hours within the period 7:30 am to 5:30 pm in accordance with Subsection 1.1.1.

Where, in the opinion of the Company, such selections fail to maintain an effective mail service, the Company may establish hours of work between 7:30 am and 4:30 pm for all employees on the basis of weekly work schedules which shall be posted in the work location seven days in advance of their application. Early starting times shall be rotated equitably among the staff.

#### **2.1 Hours of Work - Specific**

With the exception of shift work, head office hours shall be a 35-hour week subject to Article 8.12

8:30 am - 12:00 noon (Monday through Friday)  
1:00 pm - 4:30 pm (Monday through Friday)

##### **2.1.1 Variable Working Hours in Head Office (Nuclear)**

The governing policy of variable working hours at head office is to improve business performance, employee and customer satisfaction by offering flexibility in start and stop times and lunch periods for employees.

The work week will consist of five, seven/eight hour days, Monday to Friday. The hours of work selected must be in accordance with the observation of core working hours of 9:00 a.m. to 11:45 and 1:15 p.m. to 2:30 p.m.

Each month employees may select their standard work period for the following month. Employees may select a starting time which is not earlier than 7:00 a.m. and not later than 10:00 a.m. or at 1/4 hour intervals prior to that. Their finishing time will not be earlier than 2:30 p.m. They may select 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 am to 4:30 pm (for 35 hour per week employees), if, for example, the hours of work selected reduce the level of service provided by the employee to members of the employee's team, the employee's supervisor, the Business Unit or the customers of the Business Unit. The supervisor may not assign 35 hour per week employees to hours of work outside of 8:30 am to 4:30 pm, except as provided for in Part D, Item 4.0 - Overtime.

Where in the Company's opinion, a work unit cannot be operated satisfactorily under variable working hours, they will not be implemented in that unit. Individual deviation from selected work schedules will require the supervisor's prior approval.

### **2.1.2 Variable Working Hours in Head Office (Non-Nuclear)**

Employees will be requested each month to select their standard work period for the following month. The work week will consist of five, seven-hour days, or eight hour days Monday to Friday. The hours of work selected must be in accordance with the observation of core working hours of 10:00am to 2:30pm.

Employees may select a starting time which is not earlier than 6:30 a.m. and not later than 10:00 a.m. or at 1/4 hour intervals prior to that. Their finishing time will not be earlier than 2:30 p.m. They may select either a 30, 45, 60, 75 or 90 minute lunch period commence within 3 to 5 hours of their start time.

The hours of work selected are subject to the supervisor's approval. The supervisor may, if necessary, restrict some employees to the hours of 8:30 am to 4:30 pm (for 35 hour per week employees). The supervisor may not assign 35 hour per week employees to hours of work outside of 8:30 am to 4:30 pm, except as provided for in Part D, Item 3.0 - Overtime.

Where in the Company's opinion, a work unit cannot be operated satisfactorily under variable working hours, they will not be implemented in that unit.

Individual deviation from selected work schedules will require the supervisor's prior approval.

## **2.2 Hours of Work - Outside Head Office**

Hours of work (including variable hours of work) in locations other than head office shall be negotiated by the Company and the Sector Vice President or Delegate of the Union.

Where in the Company's opinion, a work unit cannot be operated satisfactorily under variable working hours, they will not be implemented in that unit.



## **2.3 Compressed Work Week (Non-Nuclear ONLY)**

The parties agree that there may be instances in which there is a benefit to both the employee and the company of entering into a compressed work week arrangement. Either party can initiate discussions with respect to such arrangements but it will only be implemented upon attaining joint agreement. The benefits of a compressed work week must be demonstrated or the arrangement may be cancelled by either party upon the giving of appropriate notice. The details of the arrangement must be in writing and signed off by the parties.

Failure to agree to a compressed work week or the cancellation of same is not a matter subject to the grievance/arbitration process.

Details of this provision as well as the administrative/time keeping issues are included in a Joint Bargaining intent document dated July 19<sup>th</sup>, 2001.

## **2.4 On-Call (Non-Nuclear ONLY)**

On-call is the term used to cover after hours service performed by various Part D employees. They will be allowed two hours to report from the time that they are called. The rates for on-call shall be computed at one half (1/2) hour at the employee's basic hourly rate per day, except for Saturday, Sunday and statutory holidays when the rate will be one (1) hour at the employees basic hourly rate per day. An employee who is required to report to work while on-call shall be paid overtime rates as per Part D, Item 4.0.

When an employee is on-call, management will endeavor to provide the employee with either a cellular phone or a pager in order to facilitate contact.

On-call will be managed on a voluntary basis among qualified employees.

It is not the intent of this item to schedule employees on-call to avoid staffing on-going positions.

## **3.0 SHIFT DIFFERENTIAL AND SHIFT WORK**

It is recognized that from time to time it may be necessary, due to the nature of the Company's operations, to place certain clerical/technical day working employees on shift work. Where this occurs, the following provisions will apply:

1. Shift work shall not be implemented for a period of three working days or less. If the working period is three days or less, the appropriate premium rate will be paid for the minimum three-day period.
2. The Company will provide 72 hours' (three calendar days) posted notice of the commencement and termination of a shift. Failure to provide such notice will require a penalty payment of double time for all changed hours of work within the notice period.

### **Note**

For Non-Nuclear such notice will be personal notice as defined in the Collective Agreement.

3. Such a placing on shift work shall not deprive an employee of his/her total number of normal scheduled weekly hours.
4. Revision to the work schedule shall provide for a minimum of 15 hours off between shifts. Failure to provide such time off will require the penalty payment for the first affected shift.
5. Shift differential shall apply to employees required to work on a three-shift schedule or a two-shift schedule and shall not apply for overtime hours.
6. Shift work will be scheduled on a Monday to Friday basis.
7. Work in excess of the total number of normal daily hours will be paid at the appropriate overtime rates.
8. The following shift differentials shall apply:
  - (a) Seventy-five cents per hour to employees scheduled to work between the hours of 1600 and 2400.
  - (b) Ninety-five cents per hour to employees scheduled to work between the hours of 0000 and 0800.
9. Regular part-time and temporary part-time employees will not be eligible for shift differential when the shift starts and ends between the hours of 07:00 and 18:00.

#### **4.0 OVERTIME**

Due to the nature of the Company's operations, some employees will be required to work overtime. Overtime will be minimized and managed within the limits of corporate effectiveness and customer impact. In recognition of employee well-being and inconvenience, an effort shall be made to equitably distribute overtime amongst all qualified employees. Overtime, as used herein, means that part of the actual working time, which is outside the normal scheduled hours and is, therefore, subject to compensation at premium rates.

##### **4.1 Overtime Definitions**

**Prearranged Overtime:** Work performed outside the normal scheduled hours for which notification must be given a minimum of 24 hours in advance. Time shall be counted from the time the employee reports for work until the employee finishes work.

**Emergency Overtime:** Work performed outside the normal scheduled hours, which is neither prearranged nor extension overtime. Time shall be counted from the time the employee reports for work until the employee finishes work.

**Extension Overtime:** Work performed outside the normal scheduled hours as an extension of the normal scheduled hours (either immediately preceding or following the normal scheduled hours). Time shall be counted from the time the employee reports for work until normal starting time or from normal quitting time until the employee finishes work.

## **4.2 Payment For Overtime**

Overtime, as used herein, means that part of the actual working time, which is outside the normal scheduled hours, and is therefore, subject to compensation at premium rates.

Premium payment for overtime shall be as follows:

1. Two times the employee's basic rate shall be paid for all work performed during the first four clock hours after normal quitting time, Monday to Friday inclusive.
2. Two times the employee's basic rate shall be paid for:
  - All work performed outside of the first four hours after normal quitting time, Monday to Friday inclusive.
  - All work performed on a regular day off, on Saturdays, Sundays and statutory holidays which occur Monday to Friday.

## **4.3 Overtime - Miscellaneous Provisions**

1. In order to alleviate excessive inconvenience, an effort shall be made to equitably distribute overtime amongst all qualified employees. Where employees feel they have been assigned abnormal amounts of overtime, consideration of such cases shall be considered fit matter for discussion at the local level.
2. The Company agrees to control excessive authorized overtime by restricting actual overtime to not more than 12 hours per week, excluding travelling time. Under extraordinary circumstances, the Union will consider waiving the restrictive features of this clause.
3. A travelling allowance up to a maximum of one hour shall be paid at the appropriate overtime rate when an employee is called in to work overtime and an extra trip is involved. See also Section 4.4.
4. Because an employee was required to work overtime or because he/she lost time in changing shifts, he/she shall not be prevented from working his/her total number of normal daily hours in any normal scheduled day of work. If the employee cannot be supplied with the work required to make up the normal daily hours of work in that day, his/her pay shall be adjusted to provide a minimum of his/her normal weekly hours of work.
5. If an employee who has worked overtime and is physically capable and the group of which he/she is ordinarily a member is at work, he/she shall not be deprived of the opportunity of working his/her normal scheduled hours in addition to the overtime he/she may have worked.
6. An employee who has accumulated overtime hours shall receive this in earnings, calculated at the appropriate premium rate and cannot be required to take time off in lieu of payment.
7. An employee who is required to work continuously for more than 16 hours or an employee who accumulates 16 hours of working time in any 24 hour period without a minimum five hour continuous break between 23:00 and 07:00 hours shall be entitled to an eight-hour rest period. Time spent for

meals may be deducted from the total elapsed time but is not to be considered as breaking the continuity of the hours worked.

If the rest period extends into the employee's normal scheduled hours of work, he/she shall be paid at straight time rates for the portion of the rest period, which extends into the normal scheduled hours. This is in addition to the overtime worked.

Should he/she be required to continue working beyond 16 hours he/she shall be paid two times his/her normal basic rate until an eight-hour rest period is granted. Should an employee be released before 16 hours have elapsed, he/she will not be entitled to an eight-hour rest period, and his/her right to continue work at straight time will be governed by Item 4.3(5.).

8. Equivalent time off without pay - See Part A, Item 10.2.

#### **4.4 Minimum Payments - Overtime**

All Part D clerical/technical employees who are called out to work overtime with or without notice shall receive the following:

When minimum payments apply no travel allowance will be paid.

1. All prearranged overtime performed or reported for due to lack of notice of cancellation, Monday to Friday inclusive, shall receive a minimum of two hours at straight time or the actual time worked at the appropriate premium rates, whichever is the greater.
2. All prearranged overtime cancelled with 48 hours of the designated time of work commencement shall require payment of two hours at straight time.
3. All prearranged overtime performed or reported for due to lack of notice of cancellation on Saturdays, Sundays and statutory holidays shall receive a minimum payment of four hours at straight time or the actual time worked at the appropriate premium rates, whichever is the greater.
4. This shall not apply where the overtime period commences on a Saturday, Sunday or statutory holiday, as part of a longer overtime period continuing into the next calendar day.
5. All emergency overtime work shall receive a minimum payment of four hours at straight time or the actual time worked at the appropriate premium rate, whichever is the greater, providing short emergency calls are not repeated within one hour of the completion of a previous call for which the four-hour minimum was paid.

If the call-out occurs less than two hours before the commencement of normal starting time, the minimum will not apply and the appropriate premium rate will be paid continuously from the call-out time until normal starting time.

#### **4.5 Overtime - Regular Part-Time and Temporary Part-Time Employees**

Overtime is defined as: (1) hours worked which are in excess of the normal daily hours of the classification; or (2) hours worked in excess of 24 in a week; or (3) hours worked on a regular day off.

Premium Payment for Overtime:

Extension Overtime: Overtime hours worked within the first four clock hours will be at two times the employee's basic rate unless the employee works more than 28 hours in a week in which case the hours in excess of 28 will be paid at two times the employee's basic rate.

Non-Extension Overtime: All overtime hours worked that are outside of the first four clock hours after the classification's normal quitting time will be at two times the employees' basic rate.

Regular Day Off: Overtime hours worked on a regular day off will be paid at two times the employee's basic rate.

#### **5.0 PROVISION OF MEALS**

In recognition of the importance of regular meals to an individual's health and effectiveness on the job, the Company will supply meals as outlined below and when required, will assign an employee to secure the meals.

- (a) Employees provide their own meals on regular days of work.
- (b) When an employee works overtime on a regular day off, he/she will be expected to provide one meal if 23 hours notice has been given.
- (c) When an employee works extension overtime before or after normal scheduled hours, all required meals will be provided by the Company. The first meal (or meal allowance) will be provided when two (2) hours of overtime are worked. Subsequent meals or meal allowances will be provided every four (4) hours of overtime worked thereafter.
- (d) When meals cannot be reasonably obtained<sup>14</sup>, an allowance of \$15.00 per meal will be paid.

#### **5.1 Meal Periods**

- (a) Employees on day work shall take a meal period designated by the Company and shall not be paid for this time (unless otherwise provided for in the Collective Agreement).
- (b) Employees on shift work shall eat their meals during the shift hours as conditions permit.
- (c) When an employee works extension overtime, no time shall be deducted for eating such meals where the employee eats the meal on the job and in a minimum of time.

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<sup>14</sup> 'Reasonably obtained' is to be defined locally by Union and Management.

## **6.0 A PRINCIPLES RE RESOURCING FOR RELIEF, ACTING & TEMPORARY ASSIGNMENTS (Nuclear)**

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:

Sound business management while meeting the intent of the collective agreement with regards to:

- Selection for step-up
- Duration of step-up opportunity
- Equitable distribution of step-up opportunities

### **Supervision**

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.

### **Definitions**

Relief: Replacement of an incumbent who is absent.

Temporary: Where there is additional work a temporary nature, without an incumbent

Acting: There is a vacancy in a position, i.e. no incumbent and the work needs to be done during posting selection process.

Relief/Temporary/Assignments of greater than 25 days duration.

As per Part D, Item 6.1, step-up opportunities are rotated within the job family:

- By Seniority
- Site-Wide
- Employed for a minimum of 6 months in his/her base position
- Not already on assignment
- An employee will not be refused twice due to a lack of the same qualification

Regular employees shall be given step up opportunities over temporary employees.

## **6.1 A Relief Work**

### **Intent**

The assignment of relief is a Management right and increased duties must be assigned not assumed. Compensation for relief assignments shall be in accordance with Article 8.

1. The Company shall notify the employee in writing, in advance where possible, of the requirement to perform relief, of the general nature of the major duties to be performed, and the rate to be paid during the relief period.

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

Payment for a statutory holiday shall be at the relief rate if it occurs during the relief period and at the normal rate if it occurs at the beginning or the end of the relief period.

## **6.2 A Acting in a Vacant Position**

An employee may act in an existing job in which a vacancy is created, pending the arrival of a successful applicant to the vacancy. When an employee is to be placed in an acting position, the Company shall notify the employee and the chief steward in writing setting out:

1. The reason for the acting position.
2. The general nature of the major duties to be performed.
3. The rate to be paid for the acting position.
4. The expected duration.

The duration of the acting period shall not exceed 90 days from the date the employee is placed in the acting capacity, unless an extension is agreed to by the Company and the Sector Board Chairperson of the Union. Pending the arrival of the successful applicant and his/her assuming the normal duties, the acting incumbent who is performing the normal duties and responsibilities of an acting position shall receive the appropriate rate in accordance with Article 8 and Part A, Item 43.

## **6.3 A New Personnel Development (Training and Experience)**

The benefits of personnel development to the Company and to the individual are recognized.

Also recognized is the emphasis placed on personnel development, when determining qualifications, for promotion purposes. The need for equitable development opportunities and treatment of individuals and groups is clear. Therefore, it is agreed that:

1. Individuals and groups should receive equitable development opportunities and treatment.
2. Disruptions to training will be minimized. Where the work situation, unavoidably, precipitates an inequality of development opportunity and treatment, such inequity will be recognized and will not be allowed to work to the disadvantage of that individual or group.
3. Employees shall receive 100% of approved reimbursable costs, paid for external training which:
  - creates or maintains an employee's capability related to current job performance,
  - creates an 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.

## **6.0 B        PRINCIPLES RE RESOURCING FOR RELIEF, ACTING & TEMPORARY ASSIGNMENTS (Non-Nuclear)**

Recognizing that relief, acting and temporary assignments contribute to the development of personnel and contribute to the work being done effectively, the following will be considered when resourcing these assignments:

- the more senior employees will be given preference;
- assignments may be split between employees;
- specific qualifications/knowledge required for the position will be taken into consideration;
- for supervisory positions primary consideration will be given to personal qualities such as leadership and the understanding and display of the practice of good human relations;
- employee development;
- Employment Equity objectives discussed in advance with the Union shall be considered;
- amount of notice and duration of assignment will be considered.

These assignments will be distributed as equitably as possible, over time, once the above conditions have been considered.

The format for utilization of the above in a Business Unit (or smaller unit) will be a joint responsibility.

Item 6.0 shall not be subject to the grievance/arbitration procedure.

Disputes will be resolved locally and may be referred to the Sector Vice President or Delegate and the Local Manager.

Circumstances which negate consideration of the above conditions will normally be discussed in advance with the Union.

### **6.1 B        Relief Work**

The assignment of relief is a Management right and increased duties must be assigned not assumed. Compensation for relief assignments shall be in accordance with Article 8.

1. The Company shall notify the employee in writing, in advance where possible, of the requirement to perform relief, of the general nature of the major duties to be performed, and the rate to be paid during the relief period.



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

Payment for a statutory holiday shall be at the relief rate if it occurs during the relief period and at the normal rate if it occurs at the beginning or the end of the relief period.

## **6.2 B Acting in a Vacant Position**

An employee may act in an existing job in which a vacancy is created, pending the arrival of a successful applicant to the vacancy. When an employee is to be placed in an acting position, the Company shall notify the employee and the chief steward in writing setting out:

1. The reason for the acting position.
2. The general nature of the major duties to be performed.
3. The rate to be paid for the acting position.
4. The expected duration.

The duration of the acting period shall not exceed 90 days from the date the employee is placed in the acting capacity, unless an extension is agreed to by the Company and the Sector Vice President or delegate 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 Article 8 and Part A, Item 43 of this Agreement.

## **7.0 POSTING OF VACANCIES**

All vacancies as set out in Article 10.1 and as covered by this section of the agreement will be posted when they become vacant with the following exceptions:

1. A change to the job duties which results in an upward change of the pay bands shall not be considered to create a vacancy, if there is in the Company's opinion, an employee at the location who is the only one qualified to perform the resulting job. If there is a more senior employee in the same pay band in the same job family at the location who was not appointed to the resulting job, s/he shall have the right to seek redress under Article 2 grievance procedure.
2. 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).

## **7.1 Posting Procedures**

A notice of vacancy referring to Clerical-Technical positions shall be based on the job description and shall be posted province wide. Nothing contained in the notice of vacancy shall contravene the information contained in the job documents. No important information (subject to space limitations) shall be omitted.

Refer to Part A, Item 17.2 - Notification to Applicants.

## **8.0 POSITIONS EXCLUDED AS PER ARTICLE 1 - CLERICAL/TECHNICAL**

Incumbents in positions excluded under Article 1 perform certain inherent work functions, which are part of their normal duties. It is also recognized, however, that such work functions will not be performed for the purpose of reducing staff requirements or deliberately to avoid overtime for employees represented by the Union. If the Union believes that this provision is being abused, it may lodge a grievance under Article 2 of the Collective Agreement.

## **9.0 SHIFT WORK - INFORMATION MANAGEMENT FACILITIES**

It is recognized that Information Management Facilities shift working employees at head office must undergo conditions not normally experienced by other clerical/technical employees.

### **9.1 Rate of Pay**

The basic rate of these employees shall be by Article 8 and Part A, Item 43. Calculation of all premiums shall be made on this basic rate. An increment of seven and one-half percent (7.5%) shall be added to the basic rate of each classification when such classification is designated as being two- or three-shift and six- or seven-day operation. Classifications designated as two- or three-shift, five-day, Monday to Friday operation, will be paid at the basic rate. When an employee is to be placed on or taken off shift work, the Union's chief steward will be notified of such changes in writing.

### **9.2 Hours of Work**

Shift working personnel shall work an average of 35 hours per week over a period of approximately one year. Employees will be informed of their time balance in June. Each employee's time will be balanced at the end of one of the five fiscal weeks immediately preceding December 16<sup>th</sup>. Payment of plus time balances existing on the time balancing date shall be paid before December 31<sup>st</sup> at the rate of two times the employee's classification basic rate in effect at the time balancing date. At the time of layoff all positive time balances will be paid out at 2X.

### **NOTE**

The Company will not be required to balance time for employees who have been hired or transferred from non-shift work to shift work in the five fiscal weeks immediately preceding December 16<sup>th</sup> until a period of approximately one year following the employee's appointment to the new position has elapsed.

Minus time balances which occur as a result of promotion of a shift working employee within the five fiscal weeks immediately preceding December 16<sup>th</sup> shall be worked off within the two-month period immediately following the establishment of the minus time.

### 9.3 Scheduling Provisions

The Company will be responsible for the preparation, content and administration of shift schedules averaging 35 hours per week over approximately a one-year period. These schedules shall cover a nine-week period, posted two weeks in advance, showing the days, hours of work (shift), and position of each employee. Any reserve employees and their hours of work (shift) shall be shown on the schedule. The schedule will provide for a minimum of two shifts (16 hours) off between shifts. Failure to comply with two weeks' advance posting as stated herein shall require payment of two times the employee's basic rate for work performed under the new schedule until the notice period has elapsed.

Although the content, preparation, posting, revision and administration of shift schedules is the sole responsibility of the Company, the preference of the staff regarding the type of schedule to be worked and the preferences of individual employees regarding vacation periods will be considered, providing such preferences are made known prior to commencement of preparation of new schedules. Where employees feel they have been assigned unreasonable schedules, such schedules shall be considered fit matter for discussion at local level.

#### NOTE

The cycling of schedules, allowing for holidays and sickness, may create a reserve of employees over and above the complement required for any shift. Whenever an employee in the normal course of his/her rotation of the schedule becomes supernumerary, he/she will be known as a "reserve employee".

Schedules will be posted two weeks in advance to cover one, two or three shifts per day for five-, six- or seven-day coverage with eight working hours per shift.

The day a shift begins will dictate the shift hours, and the specific hours of work for all Information Management Facilities classifications designated as being two or three shift and six or seven days a week operation will be as follows:

#### Normal Work Schedule

Days	-	0800 to 1600
Evenings	-	1600 to 2400
Nights	-	2400 to 0800

All shift workers will eat their meals on duty. On day shift, Monday to Friday, the employee can opt for a normal, unpaid lunch period.

### 9.4 Schedule Alterations

A minimum of seven days' notice shall be given when an employee's hours of work as shown on the schedule are to be changed, with the following exceptions:

1. Reserve hours of work may be changed within a calendar day, providing a minimum of two non-working shifts' (16 hours) notice is given before the start of the first affected shift.

2. With four days' notice, reserve days of work may be interchanged with scheduled days off, within the posted schedule. Such interchange will not be used for an employee while attending meetings involving the Union.
3. In the case of illness, which would result in a staff shortage, four (4) days' advance notice will be given when placing an employee on shift.

#### **9.4.1 Penalties**

Failure to give the required notice, stated in Subsection 9.4, shall result in the payment of two times the employee's classification basic rate until the notice period has elapsed.

#### **9.5 Shift Differential**

Seventy-five cents per hour shall be paid for scheduled hours worked on the evening shift.

Ninety-five cents per hour shall be paid for scheduled hours worked on the night shift.

The appropriate shift differential shall be paid for the first eight hours of each scheduled shift on any day and shall not apply for overtime hours. When premium time is involved for payment of shift worked, the premium rate shall be computed on the standard basic rate, excluding shift differential.

Regular part-time and temporary part-time employees will not be eligible for shift differential when the shift starts and ends between the hours of 07:00 and 18:00.

#### **9.6 Special Payment Provisions**

One and one-half times the employee's classification basic rate shall be paid for scheduled shift work performed on Sundays, and statutory holidays.

##### **NOTE**

Shift workers shall receive entitlement for the same number of statutory holidays as Monday-Friday, day-working clerical/technical employees. Therefore, when a statutory holiday falls on a Saturday, statutory holiday credit shall not apply. See chart at end of this section.

#### **9.7 Overtime**

Overtime for shift workers shall be paid at the appropriate overtime rate for all hours worked outside of the posted shift schedule as per Part D, Item 4.2, paragraphs 1 and 2.

##### **9.7.1 Minimum Payments - Overtime**

Minimum payments for overtime shall be in accordance with Part D, Item 4.4.

Payment for overtime shall be made not later than on the second pay day following the pay period during which the overtime was performed.

The Company agrees to control excessive authorized overtime by restricting actual overtime to total not more than two shifts (16 hours) in any given pay week.

## **9.8 Definition of Notice**

Notice: as referred to in this section shall be defined as per the following example:

One day's notice shall mean three shifts (24 hours and not an individual employee's shift) prior to the start of the first affected shift. Also, the notice period shall be deemed to commence coincident with the posting of the revised schedule. A reasonable effort will be made to contact the employee affected by the change.

**9.9** The following items will be credited, for pay purposes, on an hour-for-hour basis.

1. Personal time off.
2. Travelling time outside normal working hours.
3. Payment for temporary supervision.
4. Time charges and expenses - employee union representative.

When the following items apply a "day" will be the scheduled hours of work for that day:

1. Jury duty.
2. Funerals.
3. Moving day.

The basic statutory and special time off provisions remain unchanged in that the time off and pay entitlements will continue to be calculated on a seven-hour basis. However, employees eligible for Remembrance Day and scheduled to work will get the normally scheduled hours off with pay.

**9.10** When employees are on vacation or sick leave, their time for these particular days is to be credited with only seven hours and no positive time balance of one hour.

## **10.0 TEMPORARY GUIDES**

The normal hours of work of a temporary guide will be up to a maximum of 35 hours per week, which may be scheduled on any day of the week with an average of two days off per week. Temporary guides are not eligible for the payment of shift differential. Overtime shall be paid for all hours worked in excess of 35 hours per week as per Part D, Item 4.2, paragraphs 1 and 2.

### **NOTE**

The payment for scheduled work performed on a statutory holiday will be one and one-half times the employee's basic rate plus a lieu day.

The Company will provide a suitable uniform and bear the cost of cleaning at intervals decided upon by the Company.

Transportation provisions will be in accordance with Mid-Term Agreement entitled "Transportation for Employees to Outlying Stations". In addition, the Company will bear the cost of transportation for female employees required to travel during periods of darkness in those locations where appropriate public transportation is not available.

## **11.0 HEALTH PHYSICS TECHNICIANS - HEALTH AND SAFETY**

### **11.1 Hours of Work - Health Physics Technicians**

The parties agree to develop a schedule covering seven days per week for a period of not less than 3 months to be posted 30 days in advance, providing an average of 35 hours per week.

The following are the recognized criteria for developing an acceptable shift schedule:

1. The schedule should equitably rotate among all employees.
2. The schedule should follow a repeating pattern so that it is easily understood.
3. The majority of employees in each location must agree to the schedule.
4. The schedule may provide flexibility in the work day and work week.
5. The schedule must provide for time balancing.

#### **NOTE**

In the event that the parties fail to develop an agreed to shift schedule, the provisions of Part D, Item 4.0 will apply.

### **11.2 Method of Payment**

#### **11.2.1 Scheduled Hours**

Payment at straight time, Monday to Friday.

Payment at time and one-half for all scheduled hours worked on Saturdays and Sundays.

#### **11.2.2 Overtime**

Payment for all work performed outside of scheduled hours to be made in accordance with the overtime provisions of Part D, Item 4.0.

### **11.2.3 Statutory Holidays - Scheduled Hours**

Time and one-half for all scheduled hours worked on a statutory holiday, plus statutory holiday credit.

### **11.2.4 Statutory Holidays - Overtime**

Double time for all non-scheduled hours worked on a statutory holiday, plus statutory holiday credit.

## **12.0 SHIFT WORK – TECHNICAL STAFF (Inspection and Maintenance Technicians – Nuclear ONLY)**

### **12.1 Applicability**

This section applies to Inspection and Maintenance Technicians I/II/III.

### **12.2 Intent**

I&M technicians are primarily day workers. However operational requirements mean that these employees will be required to work shift from time to time. The Company may select and assign I&M Technicians to shift work for up to eight (8) months in total per annum per employee.

### **12.3 Implementation**

Although the content, preparation, posting and administration of the shift schedule is the responsibility of the Company, an annual province wide secret ballot vote by I&M Technicians will determine whether the shift schedule will be composed of 8 or 12 hour shifts. The choice of a simple majority of those voting will prevail. Shift preferences will be made known to the Company prior to the commencement of the new schedule. A province wide 12 month I&M schedule will be posted 30 days prior to its starting date.

### **12.4 Duration of Shifts**

Shift work employees will work 8 or 12 hour shifts determined in accordance with 12.3. The design of shift schedules may be time balanced to greater than base hours (35 hours per week). The design of the schedule shall provide for a minimum of 16 hours off between shifts when working on an 8 hour shift schedule and 12 hours off between shifts when working on a 12 hourshift schedule.

### **12.5 Scheduling Provisions When on Shift**

**12.5.1** A minimum of seven (7) days' notice will be given when an employee's shift schedule is changed or when an employee is put on shift with the following exceptions:

- (a) Three (3) days' notice if a forced unit outage occurs for reasons of equipment failure or for a safety reason. Refer to Mid-term Agreement R-7 for definition of unit outage.

The applicability of the three (3) day notice period in this clause is dependent upon a shift change notice being issued to the affected employees within 48 hours of the occurrence of the forced unit outage.

- (b) In the case of illness, four days' notice will be given.

Failure to provide the above notice will require the payment of double time for work performed during the notice period. For purposes of clarification Part D, Item 3.0(1) and Part D, Item 3.0(2) do not apply.

- 12.5.2** An employee will not receive less pay on average as a result of being placed on shift work than he would have received as compensation for working regular day hours. This item overrides Part D, Item 3.0(3).

- 12.5.3** Revision to the work schedule shall provide for a minimum 15 hours off between shifts. Failure to provide such time off will require the penalty for the first affected shift.

**12.5.4 Shift Differential**

Shift differentials shall apply to employees required to work on a three-shift schedule or a two-shift schedule. The first part of a three-shift or a two-shift schedule shall begin at normal starting time.

Regular part-time and temporary part-time employees will not be eligible for shift differential when the shift starts and ends between the hours of 0700 and 1800.

**12.5.4.1 Eight 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 95 cents per hour shall be paid to employees who are scheduled to work between the hours of 0000 to 0800.

**12.5.4.2 Twelve Hour Shifts**

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

The shift differential will be the sum of the differentials in 12.5.4.1 above multiplied by 8/12.

- 12.5.4.3** The appropriate shift differential shall be paid for the first eight/twelve hours of each scheduled shift on any regular scheduled day of work and shall not apply for overtime hours. When premium time is involved for payment of shift work, the premium rate shall be computed on the standard basic rate, excluding shift differential.

- 12.5.5** Work in excess of the total number of normal scheduled hours will be paid at the appropriate overtime rates.



## **12.5.6 Premium Payments**

The computing of hourly rates for overtime shall be in accordance with the following:

The basic hourly rate of each employee's classification as set out in Part A, Item 43 without any increments, premiums or bonuses.

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

### **12.5.6.1 Shift Workers**

#### **12.5.6.2 Scheduled Work**

1. One and one-half times the employee's basic rate shall be paid for scheduled work performed on Saturdays and Sundays.
2. Two times the employee's basic rate shall be paid for:
  - (a) Scheduled work performed on a statutory holiday, which occurs on Monday to Friday. An additional day off will be scheduled in lieu of the statutory holiday within six months of the end of the posted schedule.
  - (b) Scheduled work performed on a statutory holiday, which occurs on a Saturday. The premium for scheduled Saturday in 1. above shall not apply.

**12.5.7** When these employees are required to work 12 hour shifts 12.5.3 will not apply. For purposes of clarification, this Item overrides Item 3.04.

**12.5.8** Scheduled hours worked in pay periods involving shift work will be credited to a time bank. An amount equal to base hours for the pay period worked on shift will be paid and deducted from the time bank. Plus time balances which still exist as of the last day of the year shall be paid at double time, 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 double time. At the time of layoff all positive time balances will be paid out at 2X. Minus time balances, which occur as a result of changes to the regular schedule shall be worked off within two fiscal months of the end of the schedule month in which the minus balance occurs unless it is mutually agreed to between the employee and his/her supervisor to extend this period. Minus balances not worked off within this two month period will be written off (unless it has been agreed to extend this period).

**12.5.9** Shift work may be scheduled on any day of the week. Overtime for those assigned to shift will be paid for hours worked in excess of the scheduled shift hours with applicable premiums. For purposes of clarification, Part D, Items 3.0(6) and 3.0(7) have no application.

Overtime beyond scheduled hours of work may be taken off at mutually agreed upon times calculated in accordance with the applicable premium rates. Where there is no agreement, overtime shall be paid at the applicable premium rates.

**125.10** When scheduling 8 or 12 hour shifts the shift will consist of 5 consecutive 8 hour shifts or 4 consecutive 12 hour shifts. The shift schedule shall provide for at least 48 hours off between sequence of shifts.

**125.11 Shift Schedule Pay Provisions**

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

(a) In determining credits used for vacations, floating holidays and sick leave, one and one-seventh days will be deducted.

(b) In determining pay treatment for

- (i) travelling time outside normal working hours
- (ii) payment for temporary supervision
- (iii) time charges and expenses - employee union representative

calculations will be made on an hour-for-hour basis to a maximum of 8 hours except for (i) where the maximum will be 7 hours.

(c) In determining pay treatment for the following items a day will be considered to be 8 hours:

- (i) Leave of Absence with Pay - Part A, Item 10.1
- (ii) Moving Days

(d) In determining pay treatment for

- (i) Statutory Holidays
- (ii) Special Time Off

a day will continue to mean seven hours. However, employees eligible for Remembrance Day and scheduled to work will get the normally scheduled hours off with pay.

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

(a) In determining credits used for vacations, floating holidays and sick leave, one and five-sevenths days will be deducted.

(b) In determining pay treatment for

- (i) travelling time outside normal working hours
- (ii) payment for temporary supervision
- (iii) time charges and expenses - employee union representative

calculations will be made on an hour-for-hour basis to a maximum of 12 hours except for (i) where the maximum will be 7 hours.

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

- (i) Leave of Absence with Pay - Part A, Item 10.1
- (ii) Moving Days

(d) In determining pay treatment for

- (i) Statutory Holidays
- (ii) Special Time Off

a day will continue to mean seven hours. However, employees eligible for Remembrance Day and scheduled to work will get the normally scheduled hours off with pay.

## **12.6 Deleted Provisions When on Shift**

When an individual is assigned a shift and the provisions of 12.4 are in effect, the following provisions of Part D will not apply.

1. Item 2.0 - Hours of Work - General
2. Item 2.1 - Hours of Work - Specific
3. Item 2.2 - Hours of Work - Outside Head Office

12.7 The I&M Technician Schedule at Bruce has start and stop times which do not align with the regularly scheduled bus services, then the company will supply buses for each shift or pay travel expenses as per PW-8.

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

## **12.9 Personal Property**

Reimbursement by the Company for losses of the employee's personal property as a result of radioactive contamination shall be considered and assessed on the individual merits of each case.

### **12.9.1 Access to Radiation Records**

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

### **12.9.2 Ionizing Radiation**

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

### **12.9.3 Radiation Limits**

Employees performing their normal work, who exceed radiological limits requiring them to be removed from certain work locations, shall be given suitable work elsewhere at not less than their basic rate of pay.

#### **12.9.4 Pregnant Nuclear Energy Workers**

Every reasonable effort shall be made to assign a pregnant Nuclear Energy Worker to a location where there is no expected recordable radiation dose above natural background. In relocations of pregnant Nuclear Energy Workers, the normal base rate of pay will be maintained. The relocation period will be extended for a reasonable period of time for female Nuclear Energy Workers who indicate they intend to continue to breast-feed their babies after they return to work.

#### **12.9.5 Female Nuclear Energy Workers Wishing to Conceive**

Every reasonable effort shall be made to re-assign a female Nuclear Energy 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 Nuclear Energy Worker shall have her wages maintained under the following conditions:

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

**12.9.6** Although every effort shall be made to minimize disruption to the continued training and development of the employee in her chosen career, it is recognized that re-assignment to a non-related work area may interrupt the training program. In the case where it is interrupted, progression through the training program will be frozen for the duration of the reassignment.

#### **12.9.7 Dose Limits**

The Company is committed to excellence in radiological safety performance. All radiation exposures shall be kept as low as reasonably achievable, consistent with sound operating practices, and with due regard for employee concerns.

The Company will pursue a policy of controlling radiation doses to its employees such that individual doses will not exceed 10 mSv (1 rem) per year averaged over any five (5) year period, provided the total collective dose does not increase as a result.

Each facility shall jointly develop annual targets and implementation plans which will strive to improve on this standard and eliminate unnecessary radiation exposure.

The Grievance process is not intended to apply to Part D, Item 12.9.7, however, instances where annual targets have been exceeded will be reviewed by the Joint Health and Safety Committee of that facility. Such instances may also be fit matter for discussion by the Joint Committee on Radiation Protection.

## **13.0 SHIFT WORK - TECHNICAL STAFF (Instructor – Nuclear ONLY)**

### **13.1 Applicability**

This section covers the following classification: Instructor.

### **13.2 Intent**

The intent of this section is to provide a framework within which employees in the above named classifications may be assigned to shift work on a Monday to Friday basis for limited periods of time. The "limited period" is to be less than three months in each year for each employee unless the employee involved specifically consents to an extension.

### **13.3 Implementation**

When shift work is required, management will solicit preferences for shift work from the employees in the required classifications. If employees with the required skill, knowledge, experience, etc., indicate a preference for shift work, management will select from among these employees. If insufficient qualified volunteers are available, management will assign the shift work to qualified employees, endeavouring to minimize personal inconvenience.

### **13.4 Duration of Shift Hours**

The employees who may be required to work shifts under this section include both 35 and 40 hour per week positions. They will work a time balanced schedule.

Forty hour per week employees when assigned to shift work will work the same hours as regular shift workers on shift.

Thirty-five hour per week employees when assigned to shift work will normally work seven-hour shifts. This may, at management's discretion, be increased to eight-hour shifts.

### **13.5 Special Provisions When on Shift**

1. Shift work shall not be implemented for a period of three working days or less. If the working period is three days or less, the appropriate premium rate will be paid for the minimum three-day period.
2. The Company will provide 72 hours' (three calendar days) posted notice of the commencement and termination of a shift. Failure to provide such notice will require a penalty payment of double time for all changed hours of work within the notice period.
3. Such a placing on shift work shall not deprive an employee of his/her total number of normally scheduled weekly hours.
4. Revision to the work schedule shall provide for a minimum of 15 hours off between shifts. Failure to provide such time off will require the penalty payment for the first affected shift.

5. Shift differential shall apply to employees required to work on a three-shift schedule or a two-shift schedule and shall not apply for overtime hours. Regular part-time and temporary part-time employees will not be eligible for shift differential when the shift starts and ends between 0700 and 1800.
6. Work in excess of the total number of normal daily hours will be paid at the appropriate overtime rates.

### **13.6 Deleted Provisions When on Shift**

When an individual is assigned a shift and the provisions of 13.5 are in effect, the following provisions of Part D will not apply:

1. Item 2.0: Hours of Work - General
2. Item 2.1: Hours of Work - Specific
3. Item 2.2: Hours of Work - Outside Head Office

## PART E

### CONSTRUCTION TECHNICAL

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### PART E

#### CONSTRUCTION TECHNICAL

The provisions of the Articles of the Agreement as well as the provisions of Part A General Items are applicable to the employees covered by Part E. Specific matters referred to in Part E do not conflict with any item covered under the Articles or Part A General Items of the Agreement.

<a href="#"><u>1.0</u></a>	<a href="#"><u>HOURS OF WORK</u></a>
<a href="#"><u>2.0</u></a>	<a href="#"><u>POSTED VACANCIES</u></a>
<a href="#"><u>3.0</u></a>	<a href="#"><u>NEW GENERATION PROJECTS</u></a>
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**PART E  
TECHNICAL  
General Provisions**

The following provisions apply to Construction Technical employees.

**1.0 HOURS OF WORK**

The normal work week for employees shall be 37½ hours per week consisting of eight hours per day Monday through Thursday, and five and one-half hours on Friday.

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

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

**2.0 POSTED VACANCIES**

**2.1 Posting and Transfer - General**

Employees in the construction field forces covered by this Agreement are eligible to apply for vacancies as per Article 10.0.

When a technician vacancy within the construction field forces occurs and additional staff is required, the Company agrees to post such vacancies providing the job will exist for a period of one year or more. Selection to be made or the vacancy cancelled within four months after the posting date of the advertisement.

Application for lateral transfers or voluntary demotions will be considered on the same basis as for other employees (See Article 10).

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

On request, the Company will explain in writing to any unsuccessful applicant for an advertised position the reason why he/she was not selected for the position. The Union will advise its membership of the particular difficulties involved in this undertaking in order that the delay in complying with the request will be understood.

Within 60 days from the date of selection the successful applicant will be transferred or paid the rate of pay for the new position.

**2.2 Notification to Applicants**

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

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

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

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

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

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

3. When a final decision has been made, the supervisor or his/her human resources manager will ensure that:

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

The successful applicant and his/her supervisor is notified.

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

### **2.3 Similar Vacancies**

When a similar vacancy occurs beyond four months after the posting date of the advertisement, it must be re-posted and considered separately.

## **3.0 NEW GENERATION PROJECTS**

A pre-job meeting will be arranged by the Company with the Union as far in advance as possible of construction of a new generation project to outline plans of the construction operation and to discuss and review general conditions that may pertain to the new project.

## **4.0 MEMBERSHIP LISTS**

Chief stewards in the construction field forces will be supplied with a semi-annual list of all Union members in their jurisdiction and a monthly list of additions and deletions to the membership. In order to facilitate this, the Union agrees to keep construction management supplied with an up-to-date list of chief stewards and stewards every third month showing the limits of their jurisdiction.

## **5.0 POSITIONS EXCLUDED AS PER ARTICLE 1**

Incumbents in positions excluded under Article 1 perform certain inherent work functions which are part of their normal duties. It is also recognized, however, that such work functions will not be performed for the purpose of reducing staff requirements or deliberately to avoid overtime for employees represented by the Union. If the Union believes that this provision is being abused, it may lodge a grievance under Article 2 of the Collective Agreement.

## **6.0 CHRISTMAS SHUTDOWN**

It is recognized that the Company shall retain the right to designate those positions which require coverage during the shutdown. When a Christmas shutdown is declared by the Company, eligible technical employees shall have the option of repayment by:

1. Applying unused vacation credits from the present year (when a Christmas shutdown period extends into the next calendar year, an employee will have the right to use his/her unused vacation from the previous year).
2. Applying next year's vacation entitlement (restricted to shutdown days only).
3. Requesting time off without pay (restricted to shutdown days only).
4. The use of make-up time at straight time.

The Company will maintain salaries of technical employees who elect to work make-up time. The employee will work make-up time within the following periods:

Shutdown Period	Make-up Period
4 working days or less	October 15 <sup>th</sup> to February 1 <sup>st</sup>
More than 4 working days	October 1 <sup>st</sup> to March 31 <sup>st</sup>

5. The use of banked overtime hours as per Item 12.2(6.) The selection of option 4. above precludes the use of this option during the make-up period.

Unpaid overtime worked shall be paid to the employee at the appropriate premium rate in the event of his/her transfer or termination prior to receiving the time off with pay during the shutdown period.

The employee will indicate to his/her supervisor his/her selection of the above options prior to the commencement of the make-up period. The employee may change his/her options at any time provided the employee's supervisor authorizes the change.

## 7.0 SHIFT DIFFERENTIAL AND SHIFT WORK

It is recognized that from time to time it may be necessary, due to the nature of the Company's operations, to place day working employees on shift work. Where this occurs, the following provisions will apply:

1. The Company will normally provide an individual with seven (7) days' notice of a change from day work to shift work or between shifts with the following exception:

72 hours' notice is acceptable when:

- (a) an individual is transferred from shift work to day work,
- (b) shift is required to support critical path work in a planned outage
- and
- (c) in emergency situations such as a forced outage, equipment failures or safety reasons.

Notice will include the following:

- i. Date of the shift change notice
- ii. Reason for the shift change notice
- iii. Details of changed hours of work

All lack of notice penalty payments to be paid at premium rate (2x).

2. Such a placing on shift work shall not deprive an employee of his/her normal scheduled weekly total hours of work.
3. All employees on a two- or three-shift per day operation shall be paid time and one-seventh plus 10 cents (\$0.10) for all standard shift hours worked on the second shift of a two- or three-shift schedule and time and one-fifth plus 10 cents (\$0.10) for the third shift of a three-shift schedule.
4. The shift differential in 3. above shall not apply to overtime hours.
5. When shifts commence during the following hours, the shift differential rates shall be:

0700 to 1000 - no shift differential  
1000 to 1800 - time and one-seventh, plus 10 cents  
1800 to 0700 - time and one-fifth, plus 10 cents

Regular part-time and temporary part-time employees will not be eligible for shift differential when the shift starts and ends between the hours of 0700 and 1630.

6. A minimum period for a shift is four days. An employee who is required to work shift work shall be entitled to an eight-hour rest period prior to returning to normal scheduled hours. If the rest period extends into the employee's normal scheduled hours of work, he/she shall be paid at straight time rates for the portion of the rest period which extends into the normal scheduled hours. This is in addition to the shift hours worked.

7. In the case of illness, which would result in a staff shortage, four (4) days' advance notice will be given when placing an employee on shift.
8. All positive time balances to be paid out at 2X.

## **8.0 BOARD AND LODGING AND SPECIAL ALLOWANCE RECEIPTS**

When entitled to relief under the Income Tax Act, a yearly statement shall be provided to each regular employee of the construction field forces upon request, for all board and lodging or special allowances given or paid to such employees.

## **9.0 PROVISION OF MEALS**

In recognition of the importance of regular meals to an individual's health and effectiveness on the job, the Company will supply meals as outlined below and when required, will assign an employee to secure the meals.

- (a) Employees provide their own meals on regular days of work.
- (b) When an employee works overtime on a regular day off, he/she will be expected to provide one meal if 23 hours' notice has been given.
- (c) When an employee works extension overtime before or after normal scheduled hours, all required meals will be provided by the Company. The first meal (or meal allowance) will be provided when two (2) hours of overtime are worked. Subsequent meals or meal allowances will be provided every four (4) hours of overtime worked thereafter.
- (d) When meals cannot be reasonably obtained<sup>15</sup>, an allowance of \$15.00 per meal will be paid.

### **9.1 Meal Periods**

- (a) Employees on day work shall take a meal period designated by the Company and shall not be paid for this time (unless otherwise provided for in the Collective Agreement).
- (b) Employees on shift work shall eat their meals during the shift hours as conditions permit.
- (c) When an employee works extension overtime, no time shall be deducted for eating such meals where the employee eats the meal on the job and in a minimum of time.

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<sup>15</sup> 'Reasonably obtained' is to be defined locally by Union and Management.

## **10.0 NOTICE OF TRANSFER**

### **10.1 Transfer**

When employees with more than one month's service are transferred and a change of residence headquarters is involved, a minimum of one month's notice shall be given and where possible two months' notice shall be provided. This shall not apply in the case of an employee being transferred as a result of an advertised vacancy or as a result of the Worksite/Location Redeployment clause of Article 11.0.

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

Notwithstanding the preceding paragraph where a change in residence headquarters will be greater than 100 km a preliminary trip will be provided and the time, board and lodging and travelling expenses of the employee will be paid.

Following an employee's move to his/her new residence headquarters, and while awaiting the transfer of his/her family, time off may be required in order for him/her to seek a house. For such purposes reasonable time off without loss of earnings may be granted at the Company's discretion. This allowance would normally be expected to supplement efforts made by the employee during non-working hours and as such would not normally exceed a total of one full working day.

### **10.2 Transfer Other than Change of Residence Headquarters**

On a change of work headquarters employees shall be given five days' prior notice of transfer.

This shall apply in all cases except when, due to the lack of prior knowledge by the employee's immediate supervisor, such notification is impossible.

Failure to provide the required notice period will result in double time being paid until the notice period has expired.

**10.3** In either 10.1 or 10.2 above, the Company shall continue to transfer employees without partiality.

## **11.0 RESIDENCE HEADQUARTERS**

For those employees who are entitled to moving expenses, where there is a minimum of six months work foreseeable for an employee at an established work headquarters or on a special project, a suitable location or locations at or near that work headquarters or special project will be designated as residence headquarters. In order to seek the Union's input, the Company will advise and meet with the Union to discuss as far in advance as possible the proposed residence headquarters. Following such a meeting, the Company will designate the residence headquarters.

Where the Company deems it appropriate and the employee concurs the assignment of temporary work headquarters may be extended beyond six months (all subsequent changes to work or residence headquarters will be as detailed in Item 11.0). The employee may cancel his/her concurrence to the extension to a temporary headquarters transfer providing he/she gives the Company three months' prior notice in writing. The employee

will then be entitled to a maximum of four months' board allowance (if eligible) on a transfer of residence headquarters.

### **11.1 Definition of Residence Headquarters**

Residence headquarters will be that location or those locations within which or adjacent to which the employee is expected to reside or is assumed by the Company to reside for the purpose of payment of allowances. The residence headquarters may or may not be the same location as the work headquarters.

Establishment of a suitable location or locations for residence headquarters will be dependent upon presence of adequate living facilities at that location or those locations.

Residence headquarters for employees with no spouse or dependents may be any location where there are boarding facilities either the Company or privately owned.

Residence headquarters for employees with a spouse and/or dependents may be any location where there is housing accommodation whether it be the Company or privately owned.

## **12.0 OVERTIME**

Due to the nature of the Company operations, some employees will be required to work overtime. Overtime will be minimized and managed within the limits of corporate effectiveness and customer impact. In recognition of employee well-being and inconvenience, an effort shall be made to equitably distribute overtime amongst all qualified employees. Overtime, as used herein, means that part of the actual working time which is outside the normal scheduled hours and is, therefore, subject to compensation at premium rates.

### **12.1 Overtime Payments**

1. Beyond eight hours/day Monday through Thursday, and beyond five and one-half hours on Friday.

Overtime shall be paid at two times the employee's basic rate during the first four clock hours after normal quitting time Monday to Friday inclusive.

All work performed outside of the first four clock hours after normal quitting time, and all work performed on a regular day off, Saturdays, Sundays and recognized holidays shall be paid at two times the employee's basic rate.

### **12.2 Overtime Miscellaneous Provisions**

1. In order to alleviate excessive inconvenience, an effort shall be made to equitably distribute overtime amongst all qualified employees. Where employees feel they have been assigned abnormal amounts of overtime, consideration of such cases shall be considered fit matter for discussion at local level.
2. The Company agrees to control excessive authorized overtime by restricting the actual overtime to not more than 12 hours per week, excluding travelling time. Under extraordinary circumstances the Union will consider waiving the restrictive features of this clause.

3. A travelling allowance up to a maximum of one hour shall be paid at the appropriate overtime rate when an employee is called in to work overtime and an extra trip is involved. See also Item 12.3.
4. Because an employee was required to work overtime or because he/she lost time in changing shifts, he/she shall not be prevented from working his/her total number of normal daily hours in any normal scheduled day of work. If the employee cannot be supplied with the work required to make up the eight hours' work in that day, his/her pay shall be adjusted to provide a minimum of eight hours' work.
5. If an employee who has worked overtime and is physically capable and the group of which he/she is ordinarily a member is at work, he/she shall not be deprived of the opportunity of working his/her normal scheduled hours in addition to the overtime he/she may have worked.
6. An employee who has accumulated overtime hours shall receive this, in earnings, calculated at the appropriate premium rate and cannot be required to take time off in lieu of payment. However, the employee may elect to bank one hour for each overtime hour worked for application to the Christmas shutdown. The maximum number of hours that can be banked is equal to the duration of the Christmas shutdown. The premium portion of the overtime worked shall be received in earnings the following pay period.
7. An employee who is required to work continuously for more than 16 hours shall be entitled to an eight hour rest period. Time spent for meals may be deducted from the total elapsed time but is not to be considered as breaking the continuity of the hours worked.

If the rest period extends into the employee's normal scheduled hours of work, he/she shall be paid at straight time rates for the portion of the rest period which extends into the normal scheduled hours. This is in addition to the overtime worked.

Should he/she be required to continue working beyond 16 hours he/she shall be paid two times his/her normal basic rate until an eight hour rest period is granted. Should an employee be released before 16 hours have elapsed, he/she will not be entitled to an eight-hour rest period, and his/her right to continue work at straight time will be governed by Item 12.2 (5.) above.
8. Equivalent time off without pay see Part A, Item 10.2.

### **12.3 Minimum Payments - Overtime**

All overtime arranged for within the employee's shift and performed as an extension of that same shift requires no minimum payment. All other overtime performed or reported for due to lack of notice of cancellation shall receive a minimum payment of two hours at straight time or the actual time worked at the appropriate premium rate, whichever is the greater.

All overtime arranged for and cancelled within the employee's same shift requires no minimum payment. All other overtime cancelled within 24 hours of the designated time of work commencement shall require payment of two hours at straight time.



## **12.4 Overtime - Regular Part-Time and Temporary Part-Time Employees**

Overtime is defined as:

- (a) Hours worked which are in excess of the normal daily hours of the classification. The premium payment for such work is two times the employee's basic rate for all work performed during the first four clock hours after the normal quitting time of the classification, and two times the employee's basic rate for all work performed outside of the first four clock hours after the classification's normal quitting time.  
  
and/or
- (b) Hours worked in excess of 24 in a week. The premium payment for such work is two times the employee's basic rate for the first four hours worked in a day. Two times the employee's basic rate for all work performed in excess of four hours in a day.  
  
and/or
- (c) Unscheduled hours worked on Saturday and Sunday. The premium payment for unscheduled hours worked on Saturday and Sunday is two times the employee's basic rate.

## **13.0 ACTING POSITIONS**

Due to the fluctuating workload resulting in constantly changing staff requirements on construction projects it is permissible to assign employees to a higher classified job for a temporary period, not to exceed six months' accumulative duration in a three-year period, on any given project, during which time the higher salary classification will apply. The Union's Sector Board Chairperson may agree to an extension of an acting position. Acting positions will not be used to circumvent the posting of vacancies.

When an acting position is established, the Company shall notify the Union setting out the reason for the acting position and expected duration. In filling such positions preference will be given to the qualified senior employee within the work group reporting to the first line management Supervisor.

On completion of the temporary assignment and the employee returns to his/her former job (or equivalent classification) he/she will immediately revert to his/her former wage rate.

## **14.0 REST PERIOD**

Each employee shall be entitled to a 10 minute rest-period in the first half and second half of each scheduled work day at a time designated by the Company. When working with construction trades employees, rest periods shall be extended to 15 minutes.

## **15.0 PERSONNEL DEVELOPMENT (TRAINING AND EXPERIENCE)**

The benefits of personnel development to the Company and to the individual are recognized.

Also recognized is the emphasis placed on personnel development, when determining qualifications, for promotion purposes. The need for equitable development opportunities and treatment of individuals and groups is clear. Therefore, it is agreed that:

1. Individuals and groups should receive equitable development opportunities and treatment.
2. Disruptions to training will be minimized. Where the work situation, unavoidably, precipitates an inequality of development opportunity and treatment, such inequity will be recognized and will not be allowed to work to the disadvantage of that individual or group.
3. Employees shall receive 100% of approved reimbursable costs, paid for external training which:
  - creates or maintains employee's capability related to current job performance,
  - creates employee's capability for a position identified in a succession, retraining or redeployment plan.

Employees shall receive 75% of registration/tuition fees and learning material costs for external training activities which create employee's capability for future jobs within the Company and provided such training is outside working hours.

## PART F

### THERMAL GENERATING STATIONS

At the present time, this section will apply to employees included in Part F at Lakeview, Thunder Bay, Lambton, J.C. Keith Generating Station, Nanticoke Generating Station, Lennox Generating Station, Atikokan Generating Station, and R.L. Hearn Generating Station. It shall also apply to Security Guards identified in Article 1 as set out in Section 16.0. When other Thermal generating stations are established, these provisions will not automatically apply but will require review and possible modification at that time.

The provisions of the Articles of the Agreement as well as the provisions of Part A, General Items are applicable to the employees covered by Part F.

The provisions contained in Parts B, C, D, E and G, of the Collective Agreement do not apply to the above employees, except as noted in Section 16.0 herein.

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**PART F**  
**THERMAL GENERATING STATIONS**  
**Specific Matters of Agreement**

**1.0 HOURS OF WORK**

Employees will be assigned by management to either Day Work or Shift Work as per the following conditions:

Note: See item 1.2.3 last paragraph with respect to Security Guard shift change times.

**1.1 Day Work**

Hours: The normal hours of work are 40 hours per week made up of five days of eight hours each performed between the hours of 7:00 am and 6:00 pm, Monday to Friday, inclusive.

Meal Periods: One unpaid meal period designated by the Company will be provided. The duration will be subject to the approval of the supervisor.

Notice Period: Day workers' hours of work may be changed to the appropriate shift conditions in Items 1.2.1, 1.2.2 and 1.2.3.

A minimum of seven (7) days' personal notice shall be given when the employee's hours of work are to be changed.

**1.2 Shift Work**

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.

**1.2.1 Eight-Hour Shifts**

Applicable to: Thermal Operating Technicians (TOTs), Coal Plant Equipment Operators (CPEOs) and Shift Maintenance Personnel.

Shifts: The normal hours of work for non-time balanced eight hour shifts are 40 per pay week. Shifts may be performed in one, two or three shifts per day, Monday to Sunday, inclusive.

1st shift	- 0000 hrs to 0800 hrs
2nd shift	- 0800 hrs to 1600 hrs
3rd shift	- 1600 hrs to 2400 hrs

The above shift start and stop times may be changed by local agreement between the Station Manager and the Chief Steward.

Shift Differential:

1st shift	- 95 cents per hour
2nd shift	- no shift differential
3rd shift	- 75 cents per hour

Meal Periods: One paid meal period will be included within each shift as conditions permit.

Time Balance: Eight (8) hour shifts may be subject to the time balance provisions of Item 2.7 if these shifts are used in conjunction with ten (10) and/or twelve (12) hour time balance shifts.

Notice Period: A minimum of seven (7) days' personal notice shall be given when an employee's hours of work are to be changed.

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.

### **1.2.2 Ten-Hour Shifts**

Applicable to: CPEOs and Shift Maintenance Personnel.

Shifts: The normal hours of work for non-time balanced ten hour shifts are 40 per pay week. Shifts may be performed in one or two shifts per day, Monday to Sunday, inclusive, and may be performed within the following shift windows:

1st shift	- 0600 hrs to 1800 hrs
2nd shift	- 1400 hrs to 0200 hrs

Shift Differential:

1st shift	- no shift differential
2nd shift	- 80 cents per hour

Meal Periods: One paid meal period will be included within each shift.

Time Balance: Ten (10) hour shifts may be subject to the time balance provisions of Item 1.7.

Notice Period: A minimum of seven (7) days' personal notice shall be given when an employee's hours of work are to be changed.

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.

Shift start/stop times and/or shift windows can be changed by local agreement between the Station Manager and the Chief Steward.

### **1.2.3 Twelve-Hour Shifts**

Applicable to: TOTs, CPEOs and Shift Maintenance Personnel.

Shifts: Shifts may be performed in one or two shifts per day, Monday to Sunday, inclusive, and may be performed within the following shift windows:

1st shift	- 1800 hrs to 0800 hrs
2nd shift	- 0600 hrs to 2000 hrs

Shift Differential:

1st shift	- \$1.10 per hour
2nd shift	- no shift differential

Meal Periods: Two paid meal periods will be included within each shift as conditions permit.

Time Balance: Twelve (12) hour shifts will be subject to the time balance provisions of Item 1.7.

Notice Period: A minimum of seven (7) days' personal notice shall be given when an employee's hours of work are to be changed.

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.

It is recognized that Security Guard shift change times should not be at the same time as the plant personnel. Should the shift change time for plant personnel change during the posted shift schedule of Security Guards, then that would trigger an immediate review of the Security Guard schedule with the Chief Steward to ensure appropriateness of shift change overlap. Should the hours of work for Security Guards change due to the review of the shift schedule, then seven (7) days' personal notice will be given.

Shift start/stop times and/or shift windows can be changed by local agreement between the Station Manager and the Chief Steward.

### **1.3 Work Schedules**

The Company will post a work schedule for shift workers showing days, hours of work, position and work headquarters of each employee. The design of the work schedule shall provide for a minimum of sixteen (16) hours off between shifts for eight (8) hour shifts, twelve (12) hours off between shifts for ten (10) and twelve (12) hour shifts. Failure to provide the minimum time off between shifts shall require premium rates to be paid for the first affected shift. Without specific commitment, the Company acknowledges the responsibility that such work schedules shall be posted as far in advance as is practicable and subject to the penalty indicated in Subsection 1.4.4. Until a new work schedule is posted, the existing posted work schedule will remain in effect.

Although the content, preparation, posting and administration of shift schedules is the sole responsibility of the Company, the preference of the majority of shift workers at each station for a particular basic type of schedule will be adopted. Such preferences will be made known to the Company prior to commencement of preparation of a new schedule. 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 work 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 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.

Ten-hour non-time balanced shift schedules will be assigned as follows:

- a minimum duration of 4 weeks and;
- a maximum of 5 days of 1st shifts in a row and;
- a maximum of 4 days of 2nd shifts in a row.

#### **1.4 Special Provisions Concerning Notice of Transfer to a Different Work Schedule or Work Headquarters**

One day of notice in this item is defined as 24 hours prior to the start of the first affected shift.

- 1.4.1 When an employee's hours of work or work headquarters are to be changed, seven (7) days' personal notice will be provided.
- 1.4.2 When a shift employee is being changed back to his/her normal schedule, he/she shall be given two (2) days' notice if returning to normal schedule within fifteen (15) days of the original change and seven (7) days' notice if returning to normal schedule fifteen (15) days or more after the original change.
- 1.4.3 Thermal Operator Technicians in Training (TOTITs) and Trades Trainees in Steps 0 and 1 may be changed within a calendar day for training purposes, provided that a notice period of 16 non-working hours is given before the start of the first affected shift.
- 1.4.4 Failure to provide the required notice period will result in double time being paid until the required notice period has elapsed.



## NOTE

Personal notice means the employee will be contacted personally, face to face or by telephone. The contact must be made with the employee, no messages. Personal notice will be followed up within 72 hours with posted notice which will list the time and date the employee was personally contacted. If the notice is not posted within 72 hours, management will pay 4 hours at straight time to the person who was shift changed.

### **1.5 Special Provisions Concerning Shift Differential**

The appropriate shift differential shall be paid for regular shift hours only in accordance with Items 1.2.1, 1.2.2, and 1.2.3 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 base rate, excluding shift differential.

### **1.6 Calendar Day for Shift Workers**

Premium payments for a regular continuous shift shall be recorded and treated as if they occurred during the calendar day in which the majority of the regular hours are worked.

### **1.7 Provisions Concerning Time Balance Shift**

#### **1.7.1 Time Balance Work Schedules**

A current six-month time balance schedule may not be terminated. Either eight-hour, ten-hour or twelve-hour time balance shift work which is in effect for any work group may be terminated by the Sector Vice President / delegate or the Station Manager upon two months' written notice from one authority to the other prior to the end of a current six-month schedule. When the Sector Vice President / delegate has exercised the right to opt out of time balance schedules for any group of employees, no new time balance schedule may be introduced for those employees without mutual agreement of management and the Union.

Time balance shift schedules will only be introduced at any work location providing seventy percent (70%) or more of all eligible employees so desire and vote in favour. That vote will be as determined by a secret ballot, scrutineered jointly by management and the Union.

A six (6) month master work schedule will be posted thirty (30) days prior to its starting date. The time balance period of the six (6) month schedule may be less than six months. The six month schedule may include day work outside the time balance shift period. The schedule will average forty (40) hours per week using either eight, ten or twelve (8, 10 or 12) hour shifts, or any combination of the three. The schedule will indicate the days, hours of work (shifts) and position for each employee. The schedules will end on the last day of the shift cycle closest to April 30<sup>th</sup> and October 31<sup>st</sup> or as otherwise agreed to by the Chief Steward.

The hours of work for each employee, as shown on a work schedule, must balance to zero at the end of the shift cycle.

The zero time balance date must be indicated on each posted schedule.

The posted master work schedule should never be far off balance and should reasonably approximate the time off provisions of day work. It follows then that such a schedule should not leave long sequences of work without time off, nor long sequences of time off.

#### **1.7.2 Plus Time Balance**

Plus time balances which exists on the time balance date will be paid for at double time. At the time of layoff all positive time balances will be paid out at 2X.

#### **1.7.3 Minus Time Balance**

Minus time balances which occur as a result of changes to the master work schedule shall be worked off within two fiscal months of the end of the fiscal month in which the minus balance occurs. Minus balances not worked off within this two-month period will be written off.

#### **1.7.4 Lieu Days**

When scheduled work is performed on a statutory holiday, a day off will be scheduled in lieu of the statutory holiday. This lieu day shall be identified on the schedule and will be included when computing time balances. When workload permits, the employee may request that the lieu day be interchanged with another scheduled working day after the statutory holiday.

#### **1.7.5 Provisions Concerning Time Off**

(a) The following items will be credited for pay purposes on an hour-for-hour basis. In the application of undernoted Items - 1, 2, 3 and 4, a reference under the appropriate contract provision to "days" entitlement will mean eight (8) hours. Therefore a twelve (12) hour shift will constitute one and one-half (1.5) days deducted from credits and a ten (10) hour shift will constitute one and a quarter (1.25) days deducted from credits.

- (1) Vacation
- (2) Floating Holiday
- (3) Sick Leave
- (4) Leave of Absence
- (5) Travelling Time Outside Normal Working Hours
- (6) Payment for Temporary Supervision
- (7) Time Charges and Expenses for employee Union Representatives

(b) When an employee is scheduled to work a ten (10) or twelve (12) hour shift and one of the undernoted conditions occurs, a "day" will be considered to be 10 or 12 hours respectively:

- (1) Jury Duty
- (2) Funerals
- (3) Moving Day

### **1.7.6 Statutory Holidays and Special Time Off**

The basic Statutory Holiday and Special Time Off provisions remain unchanged in that the time off will be calculated on an eight (8) hour basis. However, employees eligible for Remembrance Day and scheduled to work will get the normally scheduled hours off with pay.

### **1.7.7 Assignment to Day Work or Eight Hour Shifts**

Shift workers with a plus (+) or a minus (-) time balance assigned to day work or eight hour shifts for an indeterminate period of time may be required to take off, or work a four (4) hour period respectively.

### **1.7.8 Minimum Available Requirement (MAR) List**

Applicable to TOTs, CPEOs and Environment, Chemical and Safety Technicians/Technologists.

In order that a sufficient number of shift employees are on duty to maintain and ensure a continuous operation at any location utilizing eight or twelve hour shifts, the following will apply.

A minimum number of physically capable employees, by job classification and qualifications, will be determined by management. Employees will volunteer their willingness to be called in to work, in this situation, by placing their name on the MAR List under the day(s) they wish to be called. Once an employee's name appears on the MAR List, he/she agrees to be prepared to report for work on short notice. During the Required Availability Period (RAP), he/she shall be required to wear and respond to a pager where such service is available and proven reliable. RAP will be the period of time commencing two hours prior to, and one hour after each shift change. An employee will not be placed on the MAR List if scheduled to work an adjoining shift.

It is expected that under normal conditions, there would be sufficient volunteer names on the MAR List to ensure that the supervisor would be able to obtain staff on short notice to keep the plant(s) operating. However, there may be occasions when there are insufficient volunteers on the MAR List. In those cases, the supervisor will assign names from each classification to make up the minimum for that classification. The supervisor will ensure that the employee is verbally notified that his/her name has been assigned to the MAR List before the end of his/her last shift.

If an employee assigned by the supervisor to the MAR List cannot be available for the specific RAP period, the employee must arrange to have another employee of the same classification and qualifications substitute for him/her. The substitute employee must accept this change list in place of the original employee.

Volunteering or being assigned to the MAR List for RAP periods does not entitle the employee to any compensation, i.e., on-call pay, etc, nor does it guarantee that overtime will result.

## **2.0 RELIEF - OPERATOR POSITIONS**

### **2.1**

TOTITs in Band II step 0 & 3 who are required to upgrade to an Operator position will be placed on Band II step 5 for the time they are filling a full time Operator position on the schedule.

### **2.2**

Thermal Operating Technicians and Thermal Operating Technicians in Training will require a valid 3<sup>rd</sup> class stationary engineers ticket in order to progress beyond band III step 5.

### **2.3**

Employees who were SSS's or SUS's prior to January 1<sup>st</sup>, 2002 when relieving for the normal duties of a PSO will receive an additional 5% in recognition of the additional TSSA responsibilities for the operation of the station. The 15% maximum as referenced in Article 8.8.3 will not apply in this case.

## **3.0 OVERTIME**

Due to the nature of the Company's operations, some employees will be required to work overtime. Overtime will be minimized and managed within the limits of corporate effectiveness and customer impact. In recognition of employee well-being and inconvenience, an effort shall be made to equitably distribute overtime amongst all qualified employees. Overtime, as used herein, means that part of the actual working time which is outside the normal scheduled hours and is, therefore, subject to compensation at premium rates.

### **3.1 Pay Entitlement**

#### **3.1.1 Monday to Friday inclusive**

##### **1. Scheduled Day of Work**

- (a) Two times the employee's basic rate for all overtime work performed during the first four clock hours after normal quitting time.
- (b) Two times the employee's basic rate for all overtime work performed outside the first four clock hours.

##### **2. Unscheduled Day of Work**

- (a) Two times the employee's basic rate.

#### **3.1.2 Saturday and Sunday**

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

### **3.1.3 Statutory Holidays Monday to Friday**

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

### **3.1.4 Statutory Holidays Occurring on a Saturday**

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

## **3.2 Overtime Cancellation Payments**

All overtime cancelled within 44 hours of its scheduled commencement shall result in a cancellation payment of two hours at straight time except in the following circumstances:

1. Overtime arranged during normal scheduled hours as an extension to those normal scheduled hours requires no cancellation payments.
2. Overtime arranged as an extension before the normal hours of work requires no cancellation payment if cancelled with more than 12 hours' notice prior to its commencement.

## **3.3 Overtime Minimum Payments**

All overtime performed or reported for due to lack of notice of cancellation, shall result in a minimum payment of four hours at the appropriate premium rate, except in the following circumstance:

Overtime arranged during normal working hours and worked as an extension before and/or after the employee's normal hours of work requires no minimum payment.

## **3.4 Special Provisions Concerning Overtime**

**3.4.1** Time shall be counted from the time the employee reports for overtime work until he/she finishes overtime work at the Station or until his/her normal scheduled hours begin.

**3.4.2** When less than 48 hours' notice has been provided and an extra trip to the work location has been made to work overtime, one hour at straight time will be paid for each extra trip.

**3.4.3** Because an employee was required to work overtime or because he/she lost time in changing shifts, he/she shall not be prevented from working his/her total number of normal daily hours in any normal scheduled day of work. If the employee cannot be supplied with the work required to make up the eight hours work in that day, his/her pay shall be adjusted to provide a minimum of eight hours' work.

**3.4.4** 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.

**3.4.5** 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 day worker who has worked overtime on a statutory holiday may elect to defer the statutory holiday portion of the payment (eight hours at straight time) as equivalent time off with pay. The day off will be scheduled at a mutually agreeable time.

**3.4.6** An employee who is required to work continuously for more than 16 hours or has accumulated 16 hours working time in any 24-hour period, shall be entitled to an eight-hour rest period. Time spent for meals may be deducted from the total elapsed time but is not to be considered as breaking the continuity of the hours worked.

If the rest period extends into the employee's normal scheduled hours of work he/she shall be paid at straight time rates for the portion of the rest period which extends into the normal scheduled hours. This is in addition to the overtime worked. Should he/she be required to continue working beyond 16 hours he/she shall be paid two times his/her normal basic rate until an eight-hour rest period is granted. Should an employee be released before 16 hours have elapsed, he/she will not be entitled to an eight-hour rest period, and his/her right to continue work at straight time will be governed by Item 3.4.4 above.

**3.4.7** An employee assigned to day work or on day shift who has worked overtime during the 8-hour period preceding his/her normal hours of work shall be entitled to an 8-hour rest period starting at the end of the overtime except when:

- (i) An employee has worked 4 hours or less of overtime immediately preceding normal hours of work.
- (ii) An employee has worked one hour or less of non-extension overtime outside the hours of 01:00 and 06:00.

Any portion of the rest period which extends into the normal scheduled hours of work will be paid at straight time rates.

**3.4.8** Equivalent time off without pay - see Part A, Item 10.2.

**3.4.9** When overtime is performed at two times the employee's basic rate and the overtime period extends into the following calendar day containing his/her scheduled day off, the employee shall remain at two times until an eight-hour rest period is granted.

**3.4.10** CPEOs will wash up during their normal shift hours. If there is a need to have continuous belt operation and it is necessary for CPEOs to remain at their work station until relieved, they will be paid 10 minutes at time and one-half his/her basic rate.

### **3.4.11 Overtime - Regular Part-Time and Temporary Part-Time Employees**

Overtime is defined as: (1) hours worked which are in excess of the normal daily hours of the classification; or (2) hours worked in excess of 24 in a week; or (3) hours worked on a regular day off.

Premium Payment for Overtime:

Extension Overtime: Overtime hours worked within the first four clock hours will be at two times the employee's basic rate unless the employee works more than 28 hours in a week in which case the hours in excess of 28 will be paid at two times the employee's basic rate.

Non-Extension Overtime: All overtime hours worked that are outside of the first four clock hours after the classification's normal quitting time will be at two times the employees basic rate.

Regular Day Off: Overtime hours worked on a regular day off will be paid at two times the employees' basic rate.

## **4.0 PREMIUM PAYMENTS**

### **4.1 Normal Scheduled Hours**

1. One and one-half times the employee's basic rate shall be paid for normal scheduled hours of work performed on Saturdays and Sundays.
2. Two times the employee's basic rate shall be paid for normal scheduled hours of work performed on a statutory holiday which occurs on a Monday to Friday. A day off in lieu of this worked holiday shall be scheduled within the following six months. The employee will advise the Company of his/her preferred day off within 30 days after the holiday is worked. If mutual agreement cannot be reached within 30 days of the worked holiday, management may, on seven days' notice, schedule the lieu day off.
3. Two times the employee's basic rate shall be paid for normal scheduled hours of work performed on a statutory holiday which occurs on a Saturday. There is no entitlement to a day off in lieu of this worked holiday.
4. If mutually agreeable, three times the employee's basic rate shall be paid for normal scheduled hours worked on a statutory holiday occurring on a Monday to Friday. No lieu day would be granted.

## **4.2 Statutory Holidays**

### **4.2.1 Rescheduling Statutory Holidays - Supernumerary**

With a minimum of seven days' notice, employees designated as supernumerary may request to observe a statutory holiday which falls on a scheduled day of work on any other scheduled day of work within the same pay period. For pay purposes, the observed day will be considered as the statutory holiday.

### **4.2.2 Entitlement for Operating Shift Employees**

Operating shift employees shall receive entitlement for the same number of statutory holidays as day workers. Therefore, when a statutory holiday falls on a Saturday, statutory holiday credit shall not apply.

## **5.0 ON-CALL**

When an employee is placed "on-call" by his/her supervisor, he/she shall keep him/herself available to report for work within two hours. In addition to any time worked, payments for on-call will be:

1. One half (1/2) hour per day will be paid at the employee's basic hourly rate on a scheduled day of work and one (1) hour will be paid at the employee's basic hourly rate on an unscheduled day of work.

### **NOTE**

It is not the intent of this clause to schedule employees on-call for the purpose of providing shift coverage.

It is expected management will ask for volunteers before arbitrarily selecting people for on-call.

Management will provide a pool of pagers, cell phones or other electronic devices at each station to be used by employees who are placed on-call provided such service is available and proven reliable.

## **6.0 MANAGERIAL DUTIES**

A management supervisors' normal duties are supervisory in nature. Under normal circumstances they must not take the place of skilled workers. In the event that an emergency work condition arises, skilled help should be called in. 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 management supervisor from carrying out appropriate training.



## **7.0 PAYMENT FOR TEMPORARY SUPERVISION**

Supervisory payments are established in Article 8.

Where a group of employees are working at a location on jobs which are independent of one another and planned by a supervisor so that no coordination of their activities is required, additional supervision will not be required.

Where the job requires more than one day to complete or is not pre-planned, or is being performed by four or more employees one of them shall be appointed and paid as a trades supervisor in accordance with Article 8. In such cases if he/she supervises for more than two hours in a day he/she shall be paid the supervisory rate for a minimum of four hours or the actual hours he/she supervises, whichever is greater.

### **7.1 Level of Supervision**

While in receipt of 5% for supervision a tradesperson shall perform supervision for up to 3 days without face to face contact with his/her Union Trades Supervisor. Less frequent contact requires the 10% supervisory payment.

## **8.0 RELIEVING IN HIGHER-RATED POSITIONS**

### **8.1**

Relief in a higher rate position is established in Article 8.

### **8.2**

When an employee acquires a lieu day while relieving or stepped-up in a higher rated classification, the lieu day shall be paid at the relief or stepped-up rate.

Payment for a statutory holiday shall be at the relief rate if it occurs during the specified relief period.

When an employee provides relief in higher-rated classification(s) for more than 50% of the vacation year, he/she shall receive for their full vacation period, the relief rate for the higher-rated position, in which the majority of vacation allowance was earned

## **9.0 ACTING IN VACANCIES**

All acting positions are to be limited to 90 days unless extensions are agreed to by the Company and the local Chief Steward 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.

## **10.0 VACATIONS - MINIMUM VACATION PERIOD**

Subject to extensions resulting from unforeseen or abnormal conditions, arrangements will be made to provide those shift workers, who are entitled to at least two weeks' vacation, a minimum vacation period of 14 consecutive days within the period May 1<sup>st</sup> to September 30<sup>th</sup>.

## **11.0 CLOTHING**

The Company agrees to supply and launder coveralls or shirts and pants for all employees in the following occupations:

Coal Plant Equipment Operator  
Electrical & Control Tech'n/Technologist  
Thermal Operating Technician  
General Tradesperson  
General Tradesperson Supervisor  
Mechanical Maintainer Journeyperson  
Mechanical Technician/Technologist  
Service Trades Maintainer  
Service Trades Supervisor  
TWE Technician

The amount and system for providing personal clothes shall be determined at the location.

For the following classifications, the Company agrees to supply coveralls or shirts and pants to the following occupations. The above provision is at the rate of 4 sets in a 24-month period:

Coal Plant Equipment Supervisor  
FGD Supervisor  
Thermal Operating Supervisor  
Materials Support Worker  
Shift Maintenance Personnel

The Company will supply a parka or insulated coveralls every 24 months to employees required to work periods outdoors. The Company will attempt to bulk supply appropriate type parkas if it is more cost effective.

Clothing supply shall be jointly reviewed at the local level to ensure adequate supply and cost effectiveness.

Employees must exercise reasonable care in the use of clothing so supplied.

## **12.0 PROVISION OF MEALS**

In recognition of the importance of regular meals to an individual's health and effectiveness on the job, the Company will supply meals as outlined below and when required, will assign an employee to secure the meals.

- (a) Employees provide their own meals on regular days of work.
- (b) When an employee works overtime on a regular day off, he/she will be expected to provide one meal if 23 hours notice has been given.
- (c) An employee working a 10 hour shift schedule who works a 10 hour overtime shift will be provided with one meal period.
- (d) 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.
- (e) When meals cannot be reasonably obtained<sup>16</sup>, an allowance of \$15.00 per meal will be paid.

### **12.1 Meal Periods**

- (a) Employees on day work shall take a meal period designated by the Company and shall not be paid for this time (unless otherwise provided for in the Collective Agreement).
- (b) Employees on shift work shall eat their meals during the shift hours as conditions permit.
- (c) When an employee works extension overtime, no time shall be deducted for eating such meals where the employee eats the meal on the job and in a minimum of time.

## **13.0 CERTIFICATION –THERMAL OPERATING TECHNICIANS AND ENVIRONMENT, CHEMICAL AND SAFETY TECHNICIANS/TECHNOLOGISTS**

### **13.1 Examinations**

Thermal Operating Technicians and Environment, Chemical and Safety Technicians/Technologists will be paid at their basic rate, for the time required to write each examination once, up to the maximum number of hours as established by the appropriate Agency/Ministry for each examination.

Thermal Operating Technicians and Environment, Chemical and Safety Technicians/Technologists will write these examinations on an unscheduled day of work. Requests for payment or time off will be made when all examinations for a particular class of certificate have been attempted.

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<sup>16</sup> 'Reasonably obtained' is to be defined locally by Union and Management.

## **13.2 Certificate Renewals**

Thermal Operating Technicians and Environment, Chemical and Safety Technicians/Technologists who are required by the Company to renew their certificate with the Ministry of Commercial and Consumer Relations or Environment and Energy Ministry, will have the cost of such renewal reimbursed.

## **14.0 TEMPORARY TRANSFERS FOR SHIFT MAINTENANCE PERSONNEL TO NUCLEAR STATIONS**

Employees temporarily transferred to Ontario Power Generation Nuclear will adopt the work schedules and associated work schedule provisions of the location to which they have been transferred.

Employees returning to their regular work headquarters will assume the same time balance as their crew. Any minus time balances created due to working at the temporary location will be written off and any plus time balance shall be paid for at double time; however, by mutual agreement, the employee may choose time off on an hour-for-hour basis without pay to be taken within six months.

The following items will apply under the above conditions:

1. Part G, Items 2.1.1, 2.1.3, 2.1.4, 2.1.5, 5.0, 11.0, 14.1 and 14.4 as contained in the Ontario Power Generation Inc. Collective Agreement.
2. The transfer must be to an established nuclear schedule.
3. The employee will be given the schedule before the transfer showing the days, hours of work (shift) and position for each employee.
4. Notification of transfer between a Thermal schedule and a nuclear schedule will require seven days' notice.
5. Failure to give the required notice as indicated in (4.) above shall require the payment at double time for work performed until the notice period has expired.
6. The Company will supply the tools for employees while on temporary transfers.

## **15.0 EMERGENCY RESPONSE TEAM**

**15.1** As part of their normal duties, all employees may be required at times to take action in response to emergencies.

- 15.2**
- (a) Qualified designated members of the Emergency Response Team shall receive \$1550.00 annually on their anniversary of becoming a member of the Emergency Response Team, plus one 8-hour day off to be taken at a mutually agreed upon time within the next 12 months.
  - (b) Emergency Response Team captains who are not in a supervisory position shall receive an allowance of \$1.00 / hour for each paid hour.

- (c) Acting captains who are not in a supervisory position shall receive an allowance of \$1.00 / hour for each paid hour while acting in the captains position.

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

**15.4** Qualified in 15.2 above means trained in the disciplines of search and rescue, victim stabilization, fire and spill.

## **16.0 THERMAL SECURITY GUARDS**

Note: See Item 1.2.3 last paragraph with respect to Security Guard shift change times.

### **16.1**

The following sections of Parts F and D apply to Thermal Security Guards only. All other sections in Part F or D not referenced below do not apply.

#### Part F Items:

- 1.0 Hours of Work
- 3.0 Overtime
- 4.0 Premium Payments
- 5.0 On-Call
- 10.0 Vacations - Minimum Vacation Period
- 12.0 Provision of Meals
- 15.0 Emergency Response Team

#### Part D Items:

- 6.2 B Acting in a Vacant Position
- 7.0 Posting of Vacancies

## **16.2 Clothing - Security Guards**

Where uniform appearance is required, uniforms will be provided. Security staff required to wear uniforms will be reimbursed for two (2) pairs of CSA approved safety footwear per calendar year with a dollar maximum of \$125 each. Where uniform appearance is not required, Part A, Item 33.2 will apply.

## **17.0        Apprentices/Trainees**

Effective April 1, 2009 OPG will require Apprentices/Trainees to register with the Ministry of Training, Colleges and Universities (MTCU). However, the completion of the C of A and C of Q is the responsibility of the Apprentice/Trainee. Apprentices/Trainees will be reimbursed for the registration fee charged by the MTCU. Apprentices/Trainees will be reimbursed for the examination fee and paid at their basic rate, for the time required to write each examination once, up to the maximum number of hours established by the appropriate Agency/Ministry for each examination.

## PART G

### NUCLEAR GENERATING STATIONS

This section shall only apply to Operating and Maintenance Employees and, Control, Chemical, Radiation Control, Planning, and Training Technicians, Regular Guides, Public Education Officers, Technical Inspectors, and Nuclear Technologists (as noted in Items 21.0, 22.0, 23.0, and 24.0) in Ontario Power Generation Inc. (Nuclear). It shall also apply to Security Guards identified in Article 1 as set out in Item 25.0. When other nuclear stations are established, these provisions will not automatically apply, but will require review and possible modification at that time.

The provisions of the Articles of the Agreement as well as the provisions of Part A, General Items are applicable to the employees covered by Part G, Nuclear Generating Stations. The provisions contained in Parts, B, C, D, E and F of the Collective Agreement do not apply to the above employees, except as noted in Sections 22.0, 23.0, 24.0 and 25.0 herein.

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## **PART G**

### **NUCLEAR GENERATING STATIONS**

#### **Specific Matters of Agreement**

#### **1.0 WAGES**

The wage rates for all employees covered by this section of the Collective Agreement shall be in accordance with Part A, Item 43 and Article 8

#### **2.0 HOURS OF WORK**

##### **2.1 Shift Workers**

##### **2.1.1 8, 10 and 12 hour Master Shift Schedule**

1. A 12-month schedule will be posted 30 days prior to its starting date. The schedule will average 40 hours per week and will indicate the days, hours of work (shift) and position for each employee. The schedule will end on the last day of the fiscal month of December. The design of the regular schedule shall provide for a minimum of 16 hours off between shifts when working on an eight-hour shift schedule and 12 hours off between shifts when working on a 12-hour shift schedule.
2. The regular schedule will be prepared so that each employee's time is balanced to zero in the case of an eight-hour shift schedule or plus or minus four hours in the case of a 12-hour and 10-hour shift schedules (in this case the plus or minus time will be carried into the next schedule) as of the last day of the schedule.
3. Where it is agreed that the basic type of schedule will continue for the following year the Company will provide it to the Union by June 1<sup>st</sup> each year. The Union will provide the company with any issues (RDO change etc.) by July 1<sup>st</sup>.
4. Where a schedule change is required, 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. Supernumerary shifts for security staff at Pickering may be scheduled as 12 hour day shifts on Monday to Friday provided that such scheduling is the preference of a majority of affected staff.
- (e) When scheduling 12-hour shifts, the maximum number of night shifts to be worked in sequence would be three and the maximum number of days to be worked in a sequence would be four.
- (f) The 12-hour shift schedule shall provide for at least 48 hours off between each sequence of shifts and at least two regular days off will be scheduled in each week (pay period).
- (g) Shifts for security staff at Pickering may be scheduled to start 1/2 hour before the corresponding shifts for the rest of the shift workers.
- (h) At least two consecutive regular days off will be scheduled in each week.
- (i) Shifts for Nuclear Operations crews at Pickering and Darlington may be scheduled to start ½ hour before the normal A-E shifts start time (i.e. 07:30 and 19:30)

## **5. 10 Hour Shifts**

Management will identify the criteria for a type of shift schedule required e.g. 5, 6, 7 day coverage, 10 or 20 hours per day, preferred location of double coverage days, etc. and give the affected employees the opportunity to present shift schedules that meet the criteria.

## 2.1.2 Revisions to the Regular Schedule

A minimum of seven days' notice shall be given when an employee's hours of work, as shown on the regular schedule, are to be changed, with the following exceptions:

1. No shift change notice is required when an employee:
  - (a) is working supernumerary days or day work (Part G, Item 2.1.3); and
  - (b) is assigned to training (0800 – 1600 hrs) at a location that is within 5 km (radius) of his/her work headquarters, or vice versa; and
  - (c) works the same or fewer hours in a day; and
  - (d) does not have their start time varied in excess of 60 minutes; and
  - (e) is provided a written/electronic notification at least one (1) month in advance of the scheduled change.

The training hours for a full day of training will constitute the employee's full shift for that specific day.

2. With three days' notice an employee's hours of work may be changed if a forced unit outage occurs for reasons of equipment failure, or for a safety reason. Refer to Mid-Term Agreement R-7 for definition of unit outage.

The applicability of the three-day notice period in this clause is dependent upon a shift change notice being issued to the affected employees within 48 hours of the occurrence of the forced unit outage.

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

4. For 12 hour shifts, when work load permits, a supernumerary day may be interchanged with a regular day off at the employee's request.

When work load permits, regular days off scheduled to correct a plus time balance resulting from a revision to his/her regular schedule may be rescheduled at the employee's request.

When scheduled work is performed on a statutory holiday, an additional day off will be scheduled in lieu of the statutory holiday. This lieu day shall be identified on the schedule. When work load permits it may be interchanged with another scheduled working day after the statutory holiday at the employee's request.

5. Revisions to the regular schedule will provide the following minimum hours off between shifts:

- (a) Shift change notices between 12-hour shifts will provide at least 12 hours off.

- (b) Shift change notices from a 12-hour shift to an eight-hour shift will provide at least 12 hours off.
- (c) Shift change notices from an eight-hour shift to a 12-hour shift will provide at least 15 hours off.
- (d) Shift change notices between eight-hour shifts will provide at least 15 hours off.
- (e) Shift change notices between 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.

- 6. Revisions to the regular schedule while working a 12-hour shift schedule will not result in an employee working more than three night shifts in a row and must provide at least two periods of 24 hours off in a week (pay period). Notwithstanding the foregoing, an additional 12-hour period of work may be worked for MAR coverage (see Mid-Term R-98 Twelve Hour Shifts - Special Conditions OHN).
- 7. Shift workers with a plus or minus four hours time balance assigned to day work or shift for an indeterminate period of time may be required to take off or work a four-hour period respectively, but no payments, premium or otherwise will apply to such time worked as an extension of a normal eight-hour day to resolve a minus time balance.
- 8. Plus time balances which still exist as of the last day of the regular schedule shall be paid for at double time. At the time of layoff all positive time balances will be paid out at 2X.

Minus time balances which occur as a result of changes to the regular schedule shall be worked off within two fiscal months of the end of the schedule month in which the minus balance occurs unless it is mutually agreed to between the employee and his/her supervisor to extend this period. Minus balances not worked off within this two-month period will be written off (unless it has been agreed to extend this period).

- 9. 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.

10. Revisions to the regular schedule that require individuals to be shift changed from supernumerary shifts to night shifts will be paid at two times the employee's basic rate.
11. Revisions to the regular schedule for individuals assigned to day work that requires working a sequence of either 1, 2, or 3 night shifts will be paid at two times the employee's basic rate.

### **2.1.3 Transfer to Day Work**

A shift worker may be required to work on day work. In such cases the normal work week shall be 40 hours per week consisting of five days of eight hours (not before 7:00 am and not later than 6:00 pm) Monday to Friday inclusive. All work outside of normal scheduled hours shall be considered overtime and paid at the appropriate premium rate as per Section 4.0. Notification of transfer to or from day work shall be in writing with a minimum of seven days' notice.

### **2.1.4 Penalties**

Failure to give the required notice as indicated in Subsections 2.1.1, 2.1.2 and 2.1.3 shall require the payment of double time for work performed until the notice has expired.

Revisions to Subsections 2.1.5(3)(i), (iv) and (v) of a shift change notice to correct an error which does not affect hours of work will not be considered as issuing a new shift change notice.

### **2.1.5 Miscellaneous Scheduling Provisions**

1. Changing Positions on a Shift: Changing of positions on a given shift shall not involve premium rates of pay.
2. All inter-crew transfers of a permanent nature will be initiated via a request for volunteers. Transfers will be based on seniority, skills and training status (senior choice / junior force).
3. Definition: Notice as referred to in this section shall be defined as per the following example. One day's notice shall mean 24 hours prior to the start of the first affected shift.

A notice period shall be deemed to commence coincident with the signing, or verbal notification of posting, where applicable, of the shift change notice.

Verbal notification shall be given when the employee is absent from his/her regular work headquarters and he/she is not scheduled to return before the commencement of the required minimum notice period. In these situations verbal notification will be given directly to the employee in the presence of the Union Steward (where a Union Steward is present at the location) who will subsequently sign on behalf of the notified employee. The employee will be provided a copy of this notice document. The regular schedule for each employee shall be the posted schedule as per Subsection 2.1.1(1.) modified by any shift change notices in effect.

A shift change notice shall be used for all revisions to an employee's regular schedule except in the following circumstances:

No shift change notice is required when an employee:

- (a) is working supernumerary days or day work (Part G, Item 2.1.3); and
- (b) is assigned to training (0800 – 1600 hrs) at a location that is within 5 km (radius) of his/her work headquarters, or vice versa; and
- (c) works the same or fewer hours in a day; and
- (d) does not have their start time varied in excess of 60 minutes; and
- (e) is provided a written/electronic notification at least one (1) month in advance of the scheduled change.

The training hours for a full day of training will constitute the employee's full shift for that specific day.

This shift change notice shall be a standard form containing, but not limited to, the following:

- i) Reason for shift change.
- ii) Details of changed hours of work.
- iii) Details of time balance compared to crew.
- iv) Signing or statement of verbal notification (where applicable).
- v) Time of notification in signature box.

- 4. Permanent Location Transfer or Promotion Within a Station: On permanent transfer to a new location or promotion within a station the individual employee is required to assume the existing schedule for the new position without notice or penalty. His/her time balance shall, unless special circumstances prevent, be adjusted before taking over his/her position on the regular schedule, and in any case before the zero balance date of the existing schedule.
- 5. If employees at the Bruce start shifts at different times the Company will supply buses for each shift or pay travel expenses as per PW-8, subject to the continuation of the existing agreement between the Company and Bruce Power.
- 6. Following implementation of the 12-hour schedule, such schedule may be cancelled immediately by Management, should either the safe operation of the plant or public safety be adversely affected due to the 12-hour shift schedule.

The 12-hour schedule may be cancelled for other reasons by Management or the Union upon two months' written notice to the other party.

7. Assignment to/from Training: Normally an employee will receive his/her assignment to and from training as per Part G, Item 2.1.2.

Where mutually agreeable between the employee and his/her supervisor the employee may return to his/her regular shift without notice or penalty.

Management will make reasonable efforts to minimize personal inconvenience or hardship to employees when a change of work headquarters is necessary.

#### **2.1.6 Conditions While Working on a 12-hour Shift Schedule**

1. When a regular shift commences before midnight and continues after midnight, all hours during the continuous shift shall, for pay and time balance purposes, be recorded and treated as if they occurred during the calendar day in which the shift ends.

#### **2. Pay Provisions**

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

- (a) In determining credits used for vacations, floating holidays and sick leave, one and one-half days will be deducted.
- (b) In determining pay treatment for
  - i) travelling time outside normal working hours
  - ii) payment for temporary supervision
  - iii) time charges and expenses - employee Union representativecalculations will be made on an hour-for-hour basis to a maximum of 12 hours except for (i) where the maximum will be eight hours.
- (c) In determining pay treatment for the following items a day will be considered to be 12 hours:
  - i) Leave of Absence With Pay, Part A, Item 10.1
  - ii) Moving Days



(d) In determining pay treatment for

i) Statutory Holidays

ii) Special Time Off

a day will continue to mean eight hours. However, employees eligible for Remembrance Day and scheduled to work will get the normally scheduled hours off with pay.

### 3. Rest Periods

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

## 2.1.7 Conditions While Working on Ten Hour Shifts

### Shifts

Shifts may be performed in one or two shifts per day, Monday to Sunday, inclusive, and may be performed within the following shift windows:

1st shift - 0600 hrs to 1800 hrs

2nd shift - 1400 hrs to 0200 hrs

### Shift Differential

1st shift - no shift differential

2nd shift - 80 cents per hour

### Meal Periods

One meal period will be included within each shift.

### Lieu Days

When scheduled work is performed on a statutory holiday, an additional day off will be scheduled in lieu of the statutory holiday. This lieu day shall be identified on the schedule. When work load permits it may be interchanged with another scheduled working day after the statutory holiday at the employee's request.

### Provision Concerning Time Off

When an employee is scheduled to work a 10-hour shift, the following will apply:

- (a) In determining credits used for vacations, floating holidays and sick leave, one and one-quarter days will be deducted.
- (b) In determining pay treatment for
  - i) travelling time outside normal working hours
  - ii) payment for temporary supervision
  - iii) time charges and expenses - employee Union representative

calculations will be made on an hour-for-hour basis to a maximum of 10 hours except for (i) where the maximum will be eight hours.
- (c) In determining pay treatment for the following items a day will be considered to be 10 hours:
  - i) Leave of Absence With Pay, Part A, Item 10.1
  - ii) Moving Days
- (d) In determining pay treatment for
  - i) Statutory Holidays
  - ii) Special Time Off

a day will continue to mean eight hours. However, employees eligible for Remembrance Day and scheduled to work will get the normally scheduled hours off with pay.
- (e) When a regular shift commences before midnight and continues after midnight, all hours during the continuous shift shall, for pay and time balance purposes, be recorded and treated as if they occurred during the calendar day in which the shift ends.

### **2.1.8 Change of Work Headquarters**

1. In the event a shift employee is assigned to a temporary work headquarters outside his/her residence headquarters he/she shall receive a minimum of seven days notice unless no change in hours of work is required. Failure to give the required notice shall require the payment of double time for work performed at the new work headquarters until the notice period has expired. Management will provide transportation for those employees who have no reasonable transportation available to them.
2. In the event a shift employee is assigned to a temporary work headquarters within his/her residence headquarters he/she shall receive a minimum of three days notice unless:
  - a) No change in hours of work is required; or

b) An employee:

- (a) is working supernumerary days or day work (Part G, Item 2.1.3); and
- (b) is assigned to training (0800 – 1600 hrs) at a location that is within 5 km (radius) of his/her work headquarters, or vice versa; and
- (c) works the same or fewer hours in a day; and
- (d) does not have their start time varied in excess of 60 minutes; and
- (e) is provided a written/electronic notification at least one (1) month in advance of the scheduled change.

The training hours for a full day of training will constitute the employee's full shift for that specific day.

Failure to give the required notice shall require the payment of double time for work performed at the new work headquarters until the notice period has expired. Management will provide transportation for those employees who have no reasonable transportation available to them.

3. An early return to his/her regular work headquarters initiated by Management will require a new shift change notice with the appropriate notice as stated in (1) or (2) above.

Failure to give the required notice shall require the payment of double time for work performed at his/her regular work headquarters until the notice period has expired.

4. For the purposes of Part G, Item 2.1.8 Pickering NGS and ENTC are considered one work headquarters. In addition, the Bruce site is considered one work headquarters.
5. A shift employee may be assigned to a temporary work headquarters without notice or penalty, if he/she leaves and returns to his/her work headquarters within a single shift.

#### **2.1.9 Outage Schedules**

1. Notwithstanding any other provision of the collective agreement, all classifications can volunteer to work shift in support of outages
2. Volunteers may be required to work 8, 10, or 12 hour outage shift schedules up to a maximum of 60 hours per week.
3. While working outage shift schedules all employees will be paid a weekly minimum of 40 hours per week. All hours scheduled in excess of the individual's regularly scheduled hours per week will be paid at appropriate premium overtime rates. Any outstanding time-balance will be paid out upon completion of the shift assignment at double time.
4. Outage shift schedules will be developed in consultation, in advance (in June of each year) with the Union, but the final decision on the schedules to be worked rests solely with the Company.

5. A bonus will be paid to all those employees that volunteer to work an outage shift schedule. The amount of bonus and the conditions surrounding eligibility will be determined by management and communicated prior to soliciting for volunteers
6. The Company will solicit volunteers on a seniority basis with the requisite skills/qualifications to staff outage shift schedules.

### **3.0 SHIFT DIFFERENTIAL**

Shift differentials shall apply to employees required to work on a three-shift schedule or a two-shift schedule. The first part of a three-shift or a two-shift schedule shall begin at normal starting time. Regular part-time and temporary part-time employees will not be eligible for shift differential when the shift starts and ends between the hours of 0700 and 1800.

#### **3.1 Eight 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 95 cents per hour shall be paid to employees who are scheduled to work between the hours of 0000 to 0800.

#### **3.2 Twelve Hour Shifts**

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

The shift differential will be the sum of the differentials in 3.1 above multiplied by 8/12.

#### **3.3**

The appropriate shift differential shall be paid for the first eight/twelve hours of each scheduled shift on any regular scheduled day of work and shall not apply for overtime hours. When premium time is involved for payment of shift work, the premium rate shall be computed on the standard basic rate, excluding shift differential.

#### **3.4 Joint Shift Committee**

##### **Goal**

To provide a forum for communications between management and employee representatives on shift issues and to develop recommendations to senior management

for improvements. Recommended actions will receive a written response within thirty (30) days.

##### **Structure**

Chair: The chair will rotate on a yearly basis between Management and a PWU representative.

Members:

- 5 PWU representatives
- 5 Management representatives

Functions

- Participate in the identification of problems and issues of significance to shift workers.
- Participate in the development and implementation of approved recommendations affecting shift workers
- Review Outage Schedules for the coming year.

## **4.0 OVERTIME**

### **4.1**

Due to the nature of the Company operations, some employees will be required to work overtime. Overtime will be minimized and managed within the limits of corporate effectiveness and customer impact. In recognition of employee well-being and inconvenience, an effort shall be made to equitably distribute overtime amongst all qualified employees. Overtime, as used herein, means that part of the actual working time which is outside the normal scheduled hours and is, therefore, subject to compensation at premium rates.

### **4.2 Pay Entitlement**

#### **4.2.1 Monday to Friday Inclusive**

##### **1. Scheduled Day of Work**

- (a) Two times the employee's basic rate for all overtime work performed during the first four clock hours after normal quitting time.
- (b) Two times the employee's basic rate for all overtime work performed outside the first four clock hours.

2.            **Unscheduled Day of Work**

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

**4.2.2        Saturday, Sunday**

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

**4.2.3        Statutory Holidays**

1.            Monday to Friday

Two times the employee's basic rate for all work performed plus eight hours at straight time as per Part A, Item 7.1.

The employee may request time off without pay for the basic statutory holiday hours in addition to any overtime hours worked as per Part A, Item 10.2.

2.            Saturday

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

**4.2.4        Basic Rate Calculation**

The basic rate is equal to the basic hourly rate of each employee's classification as set out in Part A, Item 43 without any increments, premiums or bonuses.

**4.3           Overtime Cancellation and Minimum Payments**

**4.3.1        Cancellation**

All overtime cancelled within 44 hours of its scheduled commencement shall result in a cancellation payment of four hours at straight time except in the following circumstances:

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

**4.3.2        Minimum Payments**

All overtime performed or reported for due to lack of notice of cancellation shall result in a minimum payment of four hours at the appropriate premium rate except in the following circumstance:

Overtime arranged during the employee's normal working hours and worked as an extension before and/or after the employee's normal hours of work, requires no minimum payment.

#### **4.4 Special Provisions Concerning Overtime**

1. Time shall be counted from the time the employee reports for overtime work at the station until he/she finishes overtime work at the station or until his/her normal scheduled hours of work begin subject to 5. below.
2. Because an employee was required to work overtime or because he/she lost time in changing shifts, he/she shall not be prevented from working his/her total number of normal daily hours in any normal scheduled day of work. If the employee cannot be supplied with the work required to make up the eight hours of work in that day, his/her pay shall be adjusted to provide a minimum of eight hours' work.
3. If an employee who has worked overtime and is physically capable and the gang of which he/she is ordinarily a member is at work, he/she shall not be deprived of the opportunity of working his/her normal scheduled hours in addition to the overtime he/she may have worked.
4. An employee who has accumulated overtime hours shall receive this, in earnings, calculated at the appropriate premium rate and cannot be required to take time off in lieu of payment.
5. An employee who is required to work continuously for more than 16 hours or an employee who accumulates 16 hours of working time in any 24-hour period, shall be entitled to an eight-hour rest period. Time spent for meals may be deducted from the total elapsed time but is not to be considered as breaking the continuity of the hours worked.  
  
If the rest period extends into the employee's normal scheduled hours of work he/she shall be paid at straight time rates for the portion of the rest period which extends into the normal scheduled hours. This is in addition to the overtime worked. Should he/she be required to continue working beyond 16 hours he/she shall be paid two times his/her normal basic rate until an eight-hour rest period is granted. Should an employee be released before 16 hours have elapsed, he/she will not be entitled to an eight-hour rest period, and his/her right to continue work at straight time will be governed by Section 4.4 (3.) above.
6. An employee who is receiving double time while performing overtime work, which extends into the calendar day containing his/her scheduled day off, shall remain at double time until he/she receives an eight-hour rest period.
7. When less than 48 hours' notice of the requirement to work overtime work is given and where an extra trip is required, a traveling allowance of one hour at straight time shall be paid.
8. Equivalent time off without pay see Part A, Item 10.2.

9. At the Bruce where the provided transportation is not available, the cost of special transportation shall be provided. This provision shall be discussed for any future station.
10. Overtime - Regular Part-Time and Temporary Part- Time Employees

Overtime is defined as:

- (a) Hours worked which are in excess of the normal daily hours of the classification. The premium payment for such work is two times the employee's basic rate for all work performed during the first four clock hours after the normal quitting time of the classification, and two times the employee's basic rate for all work performed outside of the first four clock hours after the classification's normal quitting time.

and/or

- (b) Hours worked in excess of 24 in a week. The premium payment for such work is two times the employee's basic rate for the first four hours worked in a day. Two times the employee's basic rate for all work performed in excess of four hours in a day.

and/or

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

## **5.0 PREMIUM PAYMENTS**

The computing of hourly rates for overtime shall be in accordance with the following: The basic rate is equal to the basic hourly rate of each employee's classification as set out in Part A, Item 43 without any increments, premiums or bonuses. Premium payment, for the under noted, shall be as follows:

### **5.1 Shift Workers**

#### **5.1.1 Scheduled Work**

1. One and one-half times the employee's basic rate shall be paid for scheduled work performed on Saturdays and Sundays.
2. Two times the employee's basic rate shall be paid for:
  - (a) Scheduled work performed on a statutory holiday which occurs on Monday to Friday. An additional day off will be scheduled in lieu of the statutory holiday within six months of the end of the posted schedule.



- (b) Scheduled work performed on a statutory holiday which occurs on a Saturday. The premium for scheduled Saturday in 1 above shall not apply.

### **5.1.2 Shift Workers - Cancelled Vacation Days**

Any vacation day cancelled at the request of the Company with less than seven days' notice shall be paid for at premium rates of pay. Vacation days cancelled with seven or more days' notice shall be paid for at straight time. Cancelled vacation days will be rescheduled in accordance with Part A, Item 6.0.

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

### **5.2 Continuous Driving**

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

In each twenty-four hour period each will be paid eight hours at the basic rate, eight hours at the appropriate premium rates and eight hours at no pay (rest period). On Saturdays, Sundays and statutory holidays the appropriate premium rates shall apply.

The total time of the trip shall be determined from the time the employees start work on the day the trip commences till the time the employees finish work on the day the trip ends. (From work headquarters and return to work headquarters.)

With less than three days' notice the appropriate rate for lack of notice shall apply to the first eight hour basic rate period.

## **6.0 VACATIONS - SHIFT WORKERS**

Vacations will be governed by the following: The vacation year shall be from January 1<sup>st</sup> to December 31<sup>st</sup>.

Subject to exceptions resulting from unforeseen or emergent conditions, arrangements will be made to provide vacations as under noted.

1. Fourteen consecutive days off within the period May 1<sup>st</sup> to September 30<sup>th</sup> (summer schedule).
2. Sixteen consecutive days off including three weekends within the period May 1<sup>st</sup> to September 30<sup>th</sup> (summer schedule) to all who qualify for three or more weeks' vacation.
3. Where mutually convenient to the Company and the employees, if an individual so requests, all or part of the vacation allowance may be taken outside the period May 1<sup>st</sup> to September 30<sup>th</sup>.
4. A request by an individual for an extension of his/her vacation period may be granted at the Company's discretion by interchanging his/her scheduled vacation days or unused

vacation entitlement with days of work, providing qualified relief is available at the location. If it becomes necessary to cancel the additional extension as outlined in this item, the employee granted the extension will be required to return to his/her original schedule without penalty to the Company. If, in any instance and due to unforeseen circumstances, vacation schedules are adversely affected, the Company will use available relief so as to reduce the abnormal period to a minimum. See also Part A, Item 6.0.

#### **NOTE**

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

### **7.0 POSITIONS EXCLUDED AS PER ARTICLE 1**

It is recognized that from time to time incumbents in positions excluded under Article 1.0 will be performing work functions. It is also recognized, however, that such work functions will not be performed for the purpose of reducing staff requirements or deliberately to avoid overtime for employees represented by the Union. If the Union believes that this provision is being abused, it may lodge a grievance under Article 2 of the Collective Agreement.

### **8.0 SUPERVISORY RESPONSIBILITIES**

Supervisory responsibilities are as defined in Article 8.

**8.1** Tradesperson Responsibilities: A tradesperson is required to exercise judgment and control over his/her own actions so that the assigned work may be performed safely, efficiently, and effectively, and with consideration of its effect on others.

In a work situation, a journeyperson will be responsible only for his/her own work and the work and training of one apprentice or helper. However, for the purpose of training, a journeyperson may be required to teach trade skills of a specific task to more than one apprentice or journeyperson at one time. During such a teaching situation, the journeyperson is responsible only for the demonstration of trade skills and not for the work of the apprentices or journeyperson involved.

Related to the above, a "helper" is a person of lower classification than the tradesperson he/she is assisting; an "apprentice" is a person of lower than journeyperson progression in a trade.

## **9.0 PAYMENT FOR TEMPORARY SUPERVISION**

Supervisory payments are established in Article 8.

Overall supervision of a crew is provided by a supervisor and/or trades supervisor. 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 Article 8.

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 day to complete or is not preplanned, or is being performed by four or more employees, one of them shall be appointed and paid as trades supervisor. In such cases if he/she supervises for more than two hours in a day he/she shall be paid the supervisory rate for a minimum of four hours or the actual hours he/she supervises, whichever is the greater.

### **NOTE**

Preplanned means planning which is done away from the job site. It does not relate to on the site detailed planning.

## **10.0 RELIEF WORK**

Payment for a statutory holiday shall be at the relief rate if it occurs during the relief period for all classifications.

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

### **10.1 Operators**

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.

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.

Operators who are required to obtain a Ministry of Commercial and Consumer Relations (MCCR) or Environment Ministry (EEM) certificate will be paid 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 s/he writes the examination, for premium rates and pay.

Operators who are required by the Company to renew their certificates with the Ministry of Commercial and Consumer Relations or Environment and Energy Minister, will have the cost of such renewal reimbursed.

## **11.0 SPECIAL CLOTHING**

The Company shall supply special wearing apparel where it is required at no cost to the employee. In addition to the provisions of Part A, Item 33.0, clothing will be provided when it is not possible because of special dirt, to have clothes cleaned domestically or commercially. In this case it may be acceptable to provide the cleaning facilities and not the clothes.

Where uniform appearance is required, uniforms will be provided. Security staff required to wear a uniform will be reimbursed for two (2) pairs of CSA approved safety footwear per calendar year with a dollar maximum of \$125. Where uniform appearance is not required, Part A, Item 33.2.7 will apply.

## **12.0 STAFFING**

### **12.1 Selection to/Acting in Vacancies**

Selection to be made within 90 days after a vacancy in an existing position occurs, and where there is a qualified applicant. Selection within 90 days is not applicable in staffing new stations.

All acting positions are to be limited to 90 days unless extensions are agreed to by the Company and the Sector Board Chairperson of the Union. Pending the arrival of the successful applicant and his/her assuming of the normal duties, the acting incumbent who is performing the normal duties and responsibilities of an "acting" position shall receive the rate for the position.

### **12.2 Staffing Nuclear Operator Positions**

#### **12.2.1**

Supervising Nuclear Operator and Authorized Nuclear Operator vacancies will be filled using Article 10.1.3.A.

### 12.2.2

Operator positions will be advertised under Article 10. Positions will be advertised stating the required specialization and requisite qualifications, e.g., fuel handling, TRF, Unit 0, and units.

## 13.0 PROVISION OF MEALS

In recognition of the importance of regular meals to an individual's health and effectiveness on the job, the Company will supply meals as outlined below and when required, will assign an employee to secure the meals.

- (a) Employees provide their own meals on regular days of work.
- (b) When an employee works overtime on a regular day off, he/she will be expected to provide one meal if 23 hours notice has been given.
- (c) When an employee works extension overtime before or after normal scheduled hours, all required meals will be provided by the Company. The first meal (or meal allowance) will be provided when two (2) hours of overtime are worked. Subsequent meals or meal allowances will be provided every four (4) hours of overtime worked thereafter.
- (d) When meals cannot be reasonably obtained<sup>17</sup>, an allowance of \$15.00 per meal will be paid.
- (e) Employees working 10 hour overtime shifts and not receiving 23 hours notice will receive one overtime meal (or meal allowance).

### 13.1 Meal Periods

- (a) Employees on day work shall take a meal period designated by the Company and shall not be paid for this time (unless otherwise provided for in the Collective Agreement).
- (b) Employees on shift work shall eat their meals during the shift hours as conditions permit.
- (c) When an employee works extension overtime, no time shall be deducted for eating such meals where the employee eats the meal on the job and in a minimum of time.

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<sup>17</sup> 'Reasonably obtained' is to be defined locally by Union and Management.

## **14.0 RADIATION**

### **14.1 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.

### **14.2 Access to Radiation Records**

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

### **14.3 Ionizing Radiation**

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

### **14.4 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.

### **14.5 Pregnant Atomic Radiation Workers**

Every reasonable effort shall be made to assign a pregnant Nuclear Energy Worker to a location where there is no expected recordable radiation dose above natural background. In relocations of pregnant Nuclear Energy Workers, the normal base rate of pay will be maintained. The relocation period will be extended for a reasonable period of time for female Nuclear Energy Workers who indicate they intend to continue to breast-feed their babies after they return to work.

### **14.6 Female Atomic Radiation Workers Wishing to Conceive**

Every reasonable effort shall be made to re-assign a female Nuclear Energy 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 Nuclear Energy Worker shall have her wages maintained under the following conditions:

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

## **14.7**

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.

## **14.8       Dose Limits**

The Company is committed to excellence in radiological safety performance. All radiation exposures shall be kept as low as reasonably achievable, consistent with sound operating practices, and with due regard for employee concerns.

The Company will pursue a policy of controlling radiation doses to its employees such that individual doses will not exceed 10 mSv (1 rem) per year averaged over any five (5) year period, provided the total collective dose does not increase as a result.

Each facility shall jointly develop annual targets and implementation plans which will strive to improve on this standard and eliminate unnecessary radiation exposure.

The Grievance process is not intended to apply to Part G, Item 14.8, 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.

## **15.0       PERSONNEL DEVELOPMENT (TRAINING AND EXPERIENCE)**

The benefits of personnel development to the Company and to the individual are recognized.

Also recognized is the emphasis placed on personnel development, when determining qualifications, for promotion purposes. The need for equitable development opportunities and treatment of individuals and groups is clear. Therefore, it is agreed that:

1.       Individuals and groups should receive equitable development opportunities and treatment.
2.       Disruptions to training will be minimized. Where the work situation, unavoidably, precipitates an inequality of development opportunity and treatment, such inequity will be recognized and will not be allowed to work to the disadvantage of that individual or group.
3.       Employees shall receive 100% of approved reimbursable costs, paid for external training which:
  - creates or maintains employee's capability related to current job performance,

- creates employee's capability for a position identified in a succession, retraining or redeployment plan.

Employees shall receive 75% of registration/tuition fees and learning material costs for external training activities which create employee's capability for future jobs within the Company and provided such training is outside working hours.

#### **16.0 RESIDENCE HEADQUARTERS FOR PICKERING NGS, DARLINGTON NGS AND ASSOCIATED WORK HEADQUARTERS**

1. The boundary of the residence headquarters for Pickering NGS and Darlington NGS will be determined by the perimeter of a circle of radius 30 km, centered at a point midway between Pickering NGS and Darlington NGS.
2. The residence headquarters defined in 1. will also be the residence headquarters for all work headquarters of Nuclear that are located within it.
3. An employee who is transferred between the work headquarters that are within the designated Pickering - Darlington residence headquarters will be eligible for transportation and moving expenses as per Part A, Item 23.0 of the Collective Agreement, unless the new work headquarters is within a reasonable commuting distance from his/her residence.

#### **17.0 TEMPORARY TRANSFERS OF PART G EMPLOYEES TO PART F - THERMAL GENERATING STATIONS**

Employees temporarily transferred to the Thermal Business Unit will adopt the work schedules and associated work schedule provisions of the location to which they have been transferred.

Employees returning to their regular work headquarters will assume the same time balance as their crew. Any minus time balances created due to working at the temporary location will be written off. Plus time balances shall be paid for at double time. In addition, where work load permits, the employee may request time off on an hour for hour basis without pay to be taken within six months.

The following items will apply under the above conditions:

1. Part F, Items 1.0, 1.4, 3.4.9, and 11.0 as contained in the Ontario Power Generation Inc. (Thermal/Hydroelectric) Collective Agreement.
2. The Company will supply the tools for employees while on temporary transfer.



## **18.0 EMERGENCY RESPONSE TEAMS**

### **18.1**

As part of their normal duties, all employees may be required at times to take action in response to emergencies.

### **18.2**

Qualified designated members of the Emergency Response Teams shall receive \$1350.00 annually on their anniversary of becoming a member of the Emergency Response Team.

### **18.3**

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

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

## **19.0 AUTHORIZED NUCLEAR OPERATORS IN TRAINING**

Refer to Mid-Term R-116-5.

### **19.1 Authorized Nuclear Operator Retention of Authorization Policy**

Refer to Mid-Term R-116-5.

### **19.2 Authorized Nuclear Operators in Training Increasing Capability Compensation Progression Policy**

Refer to Mid-Term R-169-4.

## **20.0 MAINTENANCE ASSESSING**

Those who were Regular Maintenance Assessors prior to October 3<sup>rd</sup>, 2001 will not normally work shift.

## **21.0 CONTROL TECHNICIANS**

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

## **21.1 Relief**

1. Where a shift control technician is required to provide relief in the senior shift control technician position, he/she shall be paid for all such hours worked at the rate for the position as Part A, Item 43 and Article 8.
2. Where a senior shift control technician is required to relieve in a non-union supervisory position for a period of one working day or more, he/she will be paid in accordance with Part A, Item 43 and Article 8.

## **22.0 SHIFT WORK - RADIATION CONTROL TECHNICIANS, PLANNING COST AND CONTROL TECHNICIANS, TRAINING TECHNICIANS AND NUCLEAR TECHNOLOGISTS**

### **22.1 Applicability**

This section covers the following classifications:

Radiation Control Technicians I  
Planning Cost and Control Technicians  
Training Technicians  
Nuclear Technicians

### **22.2**

The following items as set out in Part G shall apply:

- |     |            |                                     |
|-----|------------|-------------------------------------|
| (1) | Item 7.0,  | Positions Excluded as per Article 1 |
| (2) | Item 14.1, | Personal Property                   |
| (3) | Item 14.2, | Access to Radiation Records         |
| (4) | Item 14.3, | Ionizing Radiation                  |
| (5) | Item 14.4, | Radiation Limits                    |
| (6) | Item 15.0, | Personal Development                |
| (7) | Item 18.0, | Emergency Response                  |

## **22.3**

All of the provisions of Part D shall apply, with the following exception:

Item 8 – Positions excluded as per Article 1.

## **22.4 Intent**

The intent of this section is to provide a framework within which: (1) employees in the Radiation Control Technician I classifications may be assigned to any of the existing shift schedules for limited periods of time; and (2) employees in the Planning Cost and Control Technician, Training Technician and Nuclear Technologist classifications may be assigned to shift work on a Monday to Friday basis for limited periods of time. The "limited period" is to be less than three months in each year for each employee unless the employee involved specifically consents to an extension.

## **22.5 Implementation**

When shift work is required, management will solicit preferences for shift work from the employees in the required classifications. If employees with the required skill, knowledge, experience, etc., indicate a preference for shift work, management will select from among these employees. If insufficient qualified volunteers are available, management will assign the shift work to qualified employees, endeavouring to minimize personal inconvenience.

## **22.6 Duration of Shift**

The employees who may be required to work shifts under this section include both 35 and 40 hour per week positions. They will work a time balanced schedule. Forty hour per week employees when assigned to shift work will work the same hours as regular shift workers on shift.

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

## **22.7 Special Provisions on Shift**

1. Shift work shall not be implemented for a period of three working days or less. If the working period is three days or less, the appropriate premium rate will be paid for the minimum three-day period.
2. The Company will provide seven days posted notice of the commencement and termination of a shift. Failure to provide such notice will require a penalty payment of double time for all changed hours of work within the notice period.

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

3. Such a placing on shift work shall not deprive an employee of his/her total number of normally scheduled weekly hours.

4. Revision to the work schedule shall provide for a minimum of 15 hours off between shifts. Failure to provide such time off will require the penalty payment for the first affected shift.
5. Shift differential shall apply to employees required to work on a three-shift schedule or a two-shift schedule and shall not apply for overtime hours.
6. Work in excess of the total number of normal daily hours will be paid at the appropriate overtime rates.
7. Premium payments for work on weekends and statutory holidays will be as shown in Part G, Item 5.0.
8. Where mutually agreeable between the employee and his/her supervisor, Training Technicians may be assigned for self development to existing shift schedules. Such time shall not exceed three (3) months in a calendar year.
9. When Radiation Control Technicians are required to work 12-hour shifts, the following sections of Item 22 will not apply: 22.6, 22.7(4), 22.7(5), 22.7(6) and 22.7(7). When Planning Cost and Control Technicians or Training Technicians or Nuclear Technologists are required to work 12-hours shifts, Part G, Items 22.6, 22.7 and 22.7.6 will not apply.

The appropriate provisions of Part G, Item 2.1, Shift Workers and Item 3.2, Shift Differential, 12-Hour Shift, will apply. The exception to this is that Part G, Item 2.1.3, Transfer to Day Work, will not apply.

## **22.8 Deleted Provisions When on Shift**

When an individual is assigned a shift and the provisions of 22.7 are in effect, the following provisions of Part D will not apply:

1. Item 2.0: Hours of Work - General
2. Item 2.1: Hours of Work - Specific
3. Item 2.2: Hours of Work - Outside Head Office

## **23.0 CHEMICAL TECHNICIANS/FLMA RADIATION CONTROL/RADIATION PROTECTION TECHNICIAN II'S AND SHIFT RADIATION PROTECTION & SAFETY TECHNICIAN**

The normal hours of work for all chemical technician / FLMA radiation control/radiation protection technician II's and Shift Radiation Protection & Safety Technician positions shall be 40 hours per week.

## **23.1**

The following items as set out in Part G will not apply to the position of chemical technician / FLMa radiation control/radiation protection technician II's and Shift Radiation Protection & Safety Technicians:

1. Items 8.0 and 9.0 - Supervisors.
2. Item 12.1 - Selection to/Acting in Vacancies.

## **23.2**

The following items as set out in Part D will apply to chemical technicians / FLMa radiation control/radiation protection technician II's and Shift Radiation Protection & Safety Technicians:

1. Item 6.0 A - Relief Work.
2. Item 7.0 - Posting of Vacancies.
3. Item 7.1 - Posting Procedures.

## **24.0 REGULAR GUIDES AND ASSISTANT PUBLIC EDUCATION OFFICERS**

### **24.1**

The following items as set out in Part G shall apply:

- |     |            |                                     |
|-----|------------|-------------------------------------|
| (1) | Item 7,    | Positions Excluded as per Article 1 |
| (2) | Item 14.1, | Personal Property                   |
| (3) | Item 14.2, | Access to Radiation Records         |
| (4) | Item 14.3, | Ionizing Radiation                  |
| (5) | Item 14.4, | Radiation Limits.                   |
| (6) | Item 15.0, | Personal Development                |

### **24.2**

All of the provisions of Part D shall apply, with the following exception:

Item 8.0 Positions Excluded as per Article 1.

## **24.3 Hours of Work**

A schedule covering a period of not less than one month to be posted 30 days in advance, providing an average of five (seven-hour) days per week scheduled on any day of the week. Hours of work to be scheduled between 8:30 am and 6:00 pm, with a paid lunch period of one-half hour to be taken between 11:00 am and 2:00 pm. Failure to give the required notice shall require the payment of double time for work performed until the notice period has expired.

## **24.4 Method of Payment**

### **24.4.1 Scheduled Hours**

Payment at straight time, Monday to Friday.

Payment at time and one-half for all scheduled hours worked on Saturdays and Sundays.

### **24.4.2 Overtime**

Payment for all work performed outside of scheduled hours to be made in accordance with the overtime provisions of Part D, Item 4.0.

### **24.4.3 Statutory Holidays - Scheduled Hours**

Time and one-half for all scheduled hours worked on a statutory holiday, plus statutory holiday credit, except Saturdays.

### **24.4.4 Statutory Holidays - Overtime**

Double time for all non-scheduled hours worked on a statutory holiday, plus statutory holiday credit.

## **25.0 NUCLEAR SECURITY OFFICERS**

### **25.1 Applicable Provisions**

The following Items of Part G and D apply to Nuclear Security Officers only. All other sections in Part G or D not referenced do not apply.

Part G Items:

1.0	Wages
2.0	Hours of Work
3.0	Shift Differential
4.0	Overtime (Excluding 4.4 (8))
5.0	Premium Payments
6.0	Vacation - Shift Workers

7.0	Positions Excluded as per Article 1
10.0	Relief Work
11.0	Special Clothing
12.1	Selection to/Acting in Vacancies
13.0	Provision of Meals
14.0	Radiation
15.0	Personnel Development (Training and Experience)
16.0	Residence Headquarters for Pickering NGS, Darlington NGS and Associated Work Headquarters

Part D Items:

6.0 A	Principles re: Resourcing for Relief, Acting & Temporary Assignments
6.1 A	Relief Work
7.0	Posting of Vacancies

## **25.2 Equivalent Time Off**

Employees who work authorized overtime will be paid at the appropriate premium rate or may bank the time at appropriate premium rates to a maximum of forty (40) hours banked. Such banked time may be taken by mutual agreement between the employee and his/her supervisor. Employees can only book ETO after 75% of vacation and floating holidays are booked.

## **25.3 Shift Work - Darlington Security Officers**

Part G, Item 2.0 through 2.1.7 shall not apply to the Darlington Security Officers, rather they shall work under the shift conditions as follows:

1. Eight (8) or twelve (12) hours shifts may be established on the basis of shift scheduling averaging forty (40) hours per week over approximately a one (1) year period.
2. The shift schedule is designed to average forty (40) hours per week over the duration of the schedule. The schedule will be prepared so that each employee's time is balanced to zero plus or minus four (4) hours. Time will be carried into the next schedule. The schedule will be a twelve (12) month shift schedule and be posted as close to sixty (60) days before its start as possible.

Although the content, preparation, posting and administration of shift schedules is the sole responsibility of Ontario Power Generation Inc., the preference of the majority of shift workers for a particular basic type of schedule will be adopted. Such preferences will be made known to Ontario Power Generation Inc. prior to the commencement of the preparation of the new schedule. However, if in Ontario Power Generation Inc.'s opinion, the efficiency of the station or the health of a shift worker could be detrimentally affected by the chosen schedule, then Ontario Power Generation Inc. 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 to prior to commencement of preparation of new schedules.

Management will endeavor to minimize the extent to which guards must remain at a given post for extended periods of time (not normally more than 2 hours). This excludes the SMR.

Management agrees to consider employee requests in flexibility to work supernumerary shifts. (This excludes such examples as the SMR, BGG, and protected areas recognizing vulnerability issues).

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) Time balance shifts shall be indicated on the regular schedule as Monday to Friday and will be 8 or 12 hours.
  - (e) When scheduling 12-hour shifts, the maximum number of night shifts to be worked in sequence would be three (3) and the maximum number of days to be worked in a sequence would be four (4).
  - (f) The 12-hour shift schedule shall provide for at least 48 hours off between each sequence of shifts and at least two regular days off will be scheduled in each week (pay period).
3. Canadian Nuclear Safety Commission (CNSC) guidelines will be observed at all times. The parties acknowledge that the current practice of establishing shift schedules is within the CNSC regulations. However, in case of change to CNSC guidelines, Ontario Power Generation Inc. will not be penalized if it must alter the shift schedules to conform to changed CNSC requirements.
4. Management will give a minimum of seven (7) days notice for changes to an employee's hours of work, as shown on the shift schedule, except in emergent situations or to take advantage of a developmental or training opportunity or when done in response to an employee's request. Failure to provide the minimum notice will result in the payment of premium rates from the date of the change to the end of the notice period.



5. The minimum hours off between shifts shall be as follows:
  - (a) Twelve (12) hours off when going from a twelve (12) hour shift to an eight (8) hour shift;
  - (b) Fifteen (15) hours when going from an eight (8) hour shift to a twelve (12) hour shift;
  - (c) Twelve (12) hours when going from an twelve (12) hour shift to a twelve (12) hour shift, or eight (8) hours when going from a twelve (12) hour shift to a twelve (12) hour shift with the consent of the employee;
  - (d) Fifteen (15) hours when going from an eight (8) hour shift to a eight (8) hour shift;
6. For pay purposes, all shifts shall be recorded and treated as if they occurred during the calendar day in which the shift ends.
7. For twelve (12) hour shifts:
  - (a) In determining credits used for vacations, floating holidays, and sick leave, one and one-half (1 ½) days will be deducted;
  - (b) In determining pay treatment for recognized holidays a day will mean eight (8) hours;
  - (c) In determining pay treatment for leaves of absences with pay, a day will mean twelve (12) hours.
8. When work load permits, a time balance day may be interchanged with a regular day off or a box day off may be interchanged with a regular scheduled work day, at the employee's request. Box days are the official credit for a statutory holiday.
9. In meeting the required manpower complements for eight (8) hour day shifts, it may become necessary to move employees from existing twelve (12) hour shifts. When this is required, the first principle management will follow will be to move employees who volunteer for day shifts. If sufficient volunteers are not available, the required number of employees will be shift changed from their twelve (12) hour shift to day shift in reverse order of seniority (i.e. the most junior employee is shift changed first). The Union acknowledges there may be exceptions to the reverse seniority rule. When such exceptions occur, they will be discussed with the Chief Steward.
10. Time balance shifts shall be worked Monday to Friday. Time balance shifts shall begin no earlier than 0600 hours and end not later than 1800 hours.

11. Circumstances may arise where the twelve (12) month shift schedule must be curtailed and a contingency schedule put in place. (Examples may include unplanned station/unit outages, unplanned security events, work stoppages by members of other bargaining units or during prolonged threats to Nuclear facilities within the Darlington Nuclear property). The following conditions will apply during such circumstances:

- (a) Ontario Power Generation Inc. will provide, where practical, thirty (30) days notice of the requirement for a contingency schedule. Included in such notice will be the need for such a schedule and its expected duration.
- (b) Where, for reasons unique to the need to implement the contingency schedule, thirty (30) days notice cannot be given, Ontario Power Generation Inc. will give as much notice as possible.
- (c) Consultation will take place between Ontario Power Generation Inc. and the PWU concerning the need for implementation of the schedule and the details of the schedule.
- (d) In determining the appropriate rates and conditions which would accompany the establishment of a contingency schedule, (i.e. premium rates, shift differential, special duty payments, etc.) reference will be made to other agreements made between the Corporation and the representative bodies.
- (e) If consultation fails to provide agreement on either the need for the contingency schedule or its details, Ontario Power Generation Inc. reserves the right to implement the schedule.

12. Employees on shift shall eat their meals as conditions permit. Meals are to be eaten in the cafeteria, lunch rooms and other areas as agreed to between the Union and Management. Employees will be entitled to meal breaks as follows:

12 hour shifts; 2 one-half ( $\frac{1}{2}$ ) hour breaks  
8 hour shifts; 1 one-half ( $\frac{1}{2}$ ) hour break

## **26.0 PART G – PROJECT CREW**

1. Project crews will be staffed on a voluntary basis. In the event there are insufficient volunteers the Company may hire employees directly to the project crews.

Once an employee has volunteered they will only be permitted to leave the project crew by exception once a suitable replacement is available, or they have met any of the following:

- I. Employees hired as external applicants (including Appendix A) from a temporary position or regular position with less than 2 years seniority, must work a minimum of five years on the project crew.

- II. Employees hired from a regular position within the OPG-N bargaining unit, must work a minimum of two years on the project crew, unless they are below top step of the band in which case they must work a minimum of 3 years.
- III. Employees hired from a regular position within the OPG-Non Nuclear bargaining unit, with more than two years seniority, must work a minimum of three years on the project crew.<sup>18</sup>
- IV. An employee has been selected to a promotion.

Once the above noted criteria have been met, project crew employees will have normal rights under Article 10.

- 2. Employees on Project Crews are considered to be regular employees with all terms and conditions and benefits as per the collective agreement, except as noted in these provisions.
- 3. Management will review the proposed use of the Project Crews with the PWU and solicit input on the Project Crew(s) size, composition, source of staff for the crew(s), proposed peak work times, etc.
- 4. Employees on the Project Crew will be entitled to the same number of yearly hours as a regular employee and be paid for those hours at straight time on the same pay basis as a non Project Crew regular employee.
- 5. Each employee on the Project Crew may have a different number of hours available to work, due to the application of vacation rights, floating holidays, and statutory holidays. (e.g. 2080 hrs minus statutory holidays 88 hrs, minus 3 floating holidays 24 hrs, and appropriate vacation 2/3/4/5/6 weeks).
- 6. Employees may be required to work days or shift work on 8/10/12 hour schedules up to 60 hours per week and a minimum of 40 hours per week.
- 7. Shift differential (identified in Part G, Item 3.0) and payment for scheduled work on weekends and statutory holidays (identified in Part G, Item 5.1) will be paid out on an as worked basis.
- 8. Management will post the project crew work schedule a minimum of 30 days in advance of its commencement for the year 2003. For each year after 2003 the schedule for the following year will be posted by September 1st. This schedule will illustrate the blocks of time when and where employees will be required to work. This work schedule may be changed by providing the affected employees a minimum of 7 days notice in advance of the change. Failure to provide this notice will result in the payment of double time for only those hours within the notice period that the employee had not previously expected to work.

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.

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<sup>18</sup> Non-Nuclear employees hired to the Radiation Protection Project Crew must work a minimum of 5 years on the Project Crew.

9. The classifications required for project crews will be determined by the Company. The Company will fill vacant positions on the project crews from amongst the senior employees with the required qualifications. The Company reserves the right to restrict the number of volunteers from a work group at a site where the operation of the work group will be negatively affected.
10. 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.

## **27.0      Apprentice Hiring and Placement**

1. Apprentices will be hired as Regular employees to a site, but shall not form part of any site complement and shall not be deemed to occupy a base position. Apprentice positions will be posted internally and externally. For every three (3) external Apprentice positions, available to external candidates only, OPG Nuclear will make one (1) internal Apprentice position available to a qualified internal candidate. If an Apprentice position is made available for an internal candidate it will count for the purposes of this paragraph whether or not the position is filled. The application of the 3:1 ratio shall be cumulative (every third (3<sup>rd</sup>) external hire shall trigger one internal vacancy regardless of the time between hiring.
2. If there are no qualified internal candidates for the internal Apprentice position(s) posted as per paragraph 1 above, OPG Nuclear may, at its discretion, fill the position(s) with an external applicant(s).
3. Journeypersons are ineligible to apply for an Apprenticeship in their own discipline.
4. Those employed as Apprentices are not eligible to apply for any other opportunities within OPG, including rotations and posted vacancies, until they have served four years in their apprenticeship. Upon completion of their fourth (4<sup>th</sup>) year of the Apprenticeship, those employees will be allocated to the site assigned in paragraph 1 and will be automatically placed in an ongoing Regular position without the necessity of a posting.
5. OPG Nuclear will offer one (1) Journeyperson position at Darlington available for transfer to a qualified Journeyperson from Nuclear for every one (1) Apprentice hired and assigned to Darlington in the same discipline. The Journeyperson position will be made available when the Apprentice successfully completes four (4) years in their Apprenticeship.
6. To count for the purposes of the ratios in paragraphs 1 and 5, OPG Nuclear will not block the senior qualified Journeyperson who elects to transfer to Darlington as per the terms of paragraph 1, 5 or 8.
7. If the application of paragraph 5 has required Darlington to make a Journeyperson position available for transfer, it will count for the purposes of paragraph 5, whether or not the position is filled.

8. If the application of paragraph 5 has required Darlington to make a Journeyperson position available for transfer, the number of Journeypersons hired at Darlington on a going forward basis from the date of this agreement will each count as a position made available for transfer in paragraph 5.
9. Co-op students who are hired into full time Apprentice positions will receive credit for their Co-op term(s) towards their Apprenticeship time, and service credit for any portion of their co-op term(s) served with OPG.
10. Requests from Darlington Mechanical Technicians and Control Maintainers for mutual transfer(s) that arise as a result of this provision, as outlined in paragraph 5 will be accommodated by the Company. Transportation and moving expenses will not normally apply.
11. Effective April 1<sup>st</sup>, 2009 OPG will require Apprentices/Trainees to register with the Ministry of Training, Colleges and Universities (MTCU). However, the completion of the C of A and C of Q is the responsibility of the Apprentice/Trainee. Apprentices/Trainees will be reimbursed for the registration fee charged by the MTCU. Apprentices/Trainees will be reimbursed for the examination fee and paid at their basic rate, for the time required to write each examination once, up to the maximum number of hours established by the appropriate Agency/Ministry for each examination.

## **28.0 OPG Nuclear Apprentice Hiring & Joint Apprenticeship Committee**

The purpose of the Joint Apprenticeship Committee (JAC) is to deal with issues, in the spirit of cooperation and trust, relating to staffing and training apprentices.

The JAC will be comprised of 4 OPG representatives, including the representative for staffing and training, as well as 4 PWU representatives, including a PWU Staff Officer.

The Committee will meet quarterly or as required at the request of either party.

### Key Principle

The hiring and retention of Apprentices is in the best interests of both parties and both parties will strive to come to mutually acceptable ways of balancing this goal with the interests of regular employees.

- If there are major disagreements, they are to be presented to Sector Vice President PWU-Nuclear and CNO for resolution.

## **29.0 Nuclear Operators Committee**

### **Goal:**

To provide a forum for communications between Ontario Power Generation and the Power Workers' Union to discuss and resolve Nuclear Operator issues and concerns, and to provide consistency, wherever applicable between the sites.

### **Membership:**

#### Power Workers' Union

- Operator Chief Steward (Pickering)
- Operator Chief Steward (Darlington)
- OPG Sector Representative
- PWU Staff Officer

#### Ontario Power Generation

- Director Operations Support Corporate, or delegate
- Manager Operations Support Pickering A,B and Darlington or delegates
- Human Resource Representative

#### Meeting Frequency

The committee will meet a minimum of quarterly or on an as need basis.

#### Function

To discuss and resolve issues that are specific to Nuclear Operators, such as, but not limited to the following: training, safety, hours of work, hiring, staff movements and assignments, issues arising under Mid-Term Nuc R-1026 etc. It is not intended to be a forum for individual grievance resolution.

The PWU and OPG will provide each other with advanced notice of all issues to be discussed at coming meetings. The committee is required to produce a record of all issues raised and discussed and the associated dispositions. This record is to be provided to the Operations Peer Team, and where a disposition is required the Operations Peer Team will provide a timely response in advance of the next quarterly meeting.

#### Unresolved Issues

Any unresolved issues will be escalated to the PWU Sector 1 Vice President and CNO for early resolution.

### **30.0 Janitor Wage Rates**

<b>April 1, 2021 – 1.00%</b>	<b>28.40</b>
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#### **NOTES:**

All Progressions shall be in accordance with Part A, Item 3.

Applicable to employees hired or reclassified on or after October 3<sup>rd</sup>, 2001.

### **31.0 Commercial and Inspection Maintenance Divers**

The following terms shall be applied to incumbents in the Commercial Inspection and Maintenance Diver and Commercial Inspection and Maintenance Diver FLMa classifications:

1. Incumbents will be considered day workers, working 40 hours per week, consisting of either:
  - (a) Five (5) days of eight (8) hours (not before 7 am and not later than 6 pm) Monday to Friday inclusive; or
  - (b) Four (4) days of ten (10) hours (not before 6 am and not later than 6 pm) Monday to Friday inclusive.
  - (c) In the event that shift work is required, the provisions in Part G, Item 2.1.2 will apply. However, no employee will be scheduled to work more than 3 months per calendar year on shift.

The company will insure the life of an employee required to dive in the amount of \$10,000 during diving operations.

## APPENDIX A

Nuclear ONLY



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

**1.0 Interface with Chestnut Park Accord Addendum (CPAA)**

- 1.1** This Appendix does not alter the CPAA in any manner and all applicable provisions of the CPAA continue to apply to the determination and assignment of trades' work. Disputes regarding the applicability of this Appendix versus the applicability of the CPAA as they may apply to the assignment of work, remittances to the appropriate BTU, and referral rights of the BTUs shall be referred to the process under Article 6 of the CPAA.

**2.0 Scope**

- 2.1** OPGN recognizes the PWU as the sole bargaining agent for all employees of OPGN who perform supplementary maintenance, repair, and other PWU assigned work save and except that work which is performed by PWU regular employees as defined in the collective agreement. All trades work shall be performed by the classifications listed below:

Control Technician (Electrical Trades)  
Mechanical Technician (Mechanical Trades)  
Civil Maintainer I  
Civil Maintainer III

- 2.2** At the request of the OPG Vice President of Labour Relations or the PWU Vice President, the parties will meet to discuss the merits of adding any new classification(s).

The parties will consider adding a classification when:

1. Work is required in the classification and
2. Regular employees are not available to perform the work and
3. The work is not ongoing in nature.

**3.0 Principles and Process**

- 3.1** It is intended that this Appendix shall not interfere with the principle that work of a continuing nature (including the work of Project Crews where utilized by Management) be done by regular employees.
- 3.2** OPGN shall share with the PWU all related information for making an assignment as far in advance of the work as possible.
- 3.3** The designated OPGN representative and the PWU Vice President or delegate will agree upon the proposed assignment prior to the assignment being made by the Company. An agreement on the assignment of work shall not be used in a grievance to establish work of a continuing nature except where:
- a) A single project\outage at a site lasts twelve (12) months or more; or
  - b) A series of individual projects\outages at a site last twenty-four (24) months or more without a break.

In such cases the PWU shall retain the right to grieve work of a continuing nature.

For the sake of clarity, “a site” shall be Pickering, including Pickering A and B. Darlington is also, “a site.” Similarly the OPG operations at the Bruce will be, “a site.”

3.4 Should the parties fail to agree on the assignment of work to employees hired pursuant to Appendix “A”, the issue will be referred to the Chief Arbitrator, or his designate, who shall act as the sole arbitrator for expedited resolution of the dispute and shall have all the powers of the Chief Arbitrator under the Collective Agreement. This hearing will resolve both the Appendix “A” issue(s) and any issue(s) related to contracting or subcontracting of work. The arbitrator will decide whether the business case warrants the contracting or subcontracting of work.

3.5 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.

3.6 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 by the parties and provided to the arbitrator at least twenty-four (24) hours before the arbitration hearing begins. Witnesses may be called with the leave of the arbitrator.

3.7 The decision of the arbitrator shall be final and binding.

3.8 For outage work programs of less than 50,000 person-hours, and project work less than 5,000 person hours, OPGN may hire Temporary Employees pursuant to this Appendix without seeking approval from the Union.

#### **4.0 Employment**

4.1 Referral of employees will be in accordance with the CPAA. Employees will be hired pursuant to the applicable employment provisions from the appropriate Building Trades Union as permitted by the relevant BTU Collective Agreement (e.g. name hire, recall etc).

4.2 OPGN shall have the right to transfer employees from site to site on a senior-choice, junior-force basis. Junior employees may be laid off for refusal to accept a transfer. Travel time and mileage will be paid on the first day of transfer and the last day (where a return trip occurs). No mileage will be paid where an employee qualifies for a travel allowance.

4.3 Crew supervision may be performed by regular PWU or Appendix “A” employees, and Appendix “A” employees may be intermingled with regular crews. When selecting supervisors for intermingled crews, first consideration will be given to PWU Regular Employees.

4.4 The Union may designate stewards under Appendix “A” on the basis of one steward per classification per site. The Union may designate one of these stewards per site as senior steward who shall not be laid off or transferred to another site, provided he/she is qualified to perform the remaining work. The PWU Vice President may, however, at his sole discretion consent to the transfer of a senior steward. In no case shall the employment of a senior steward be used to advance a work of a continuous nature grievance.

- 4.5 The Employer will provide notice to the appropriate Chief Steward when Appendix "A" employees are hired and when their employment is terminated.

## **5.0 Terms and Conditions of Employment**

- 5.1 Employees under Appendix "A" shall be considered to be Temporary Employees under the PWU/OPGN collective agreement. All provisions and practices in the PWU/OPGN collective agreement with respect to Temporary Employees as of the effective date of this Appendix continue to apply save and except the provisions of Appendix "A" which include the following:

- 5.2 All trades work done by classifications listed in Appendix "C" of the CPAA shall be carried out by the following classifications at the following wage rates

Control Tech

**April 1/21 \$58.04**

Mechanical Technician

**April 1/21 \$57.24**

Civil Maintainer I

**April 1/21 \$52.96**

Civil Maintainer III

**April 1/21 \$33.17**

Cost of Living Allowance (COLA) applicable to regular employees will also apply to Appendix "A" employees.

- 5.3 Remittance for retirement, benefits and Union funds shall be deducted from the total package and sent to the appropriate union on a monthly basis. Remittances shall be based on hours earned as opposed to hours worked.
- 5.4 PWU dues shall be established by the PWU and will be collected by OPGN and remitted to the PWU on a monthly basis.
- 5.5 Part A, Item 16 of the collective agreement does not apply to employees under Appendix "A".
- 5.6 Part A, Item 31 (Eye Protection) and 33 (Special Clothing) will not apply to Appendix "A" employees. However, personal protective equipment and gloves, rainwear and coveralls will be provided in appropriate circumstances. In addition, where the Company does not provide radiation safety footwear, new employees will be provided with a coupon at the time of hire-on to be redeemed for one pair of work boots for the life of the Collective Agreement (to a maximum of \$150) from the boot truck.
- 5.7 Part G, Section 2.1.4 will not apply to Appendix "A" employees however shift arrangements that are compatible with regular crew shifts will be established. Premium rates will be paid for that part of the actual working time which is outside the normal scheduled hours.
- 5.8 All Appendix "A" employees shall be members of the PWU and shall maintain such membership in good standing as a condition of employment.

- 5.9 All Appendix "A" employees once hired by OPGN will be required to "Skill Broaden". Employees may be required to perform additional tasks where there are no formal trades training required. The normal referral process of employees through the CPAA will not be affected.
- 5.10 Unless otherwise agreed to in future rounds of collective bargaining the Daily Travel Allowance and Subsistence Allowance will be increased by the same percentage and at the same times as PWU wage rates.

#### **5.11 Daily Travel Allowance**

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 defined herein, on the following basis:

- (a) If an employee lives within 40 radius kilometers of the work site no travel allowance will be paid.
- (b) If an employee lives within 40-56 radius kilometers of the work site they shall receive **\$25.44** per day (effective April 1, 2021) as travel allowance for each day worked or reported for.
- (c) If an employees lives within 56-80 radius kilometers of the work site they shall receive **\$30.41** per day (effective April 1, 2021) as travel allowance for each day worked or reported for.
- (d) If an employee lives within 80-97 radius kilometers of the work site they shall receive **\$35.42** per day (effective April 1, 2021) as travel allowance for each day worked or reported for.
- (e) If an employee lives greater than 97 radius kilometers from the work site and does not qualify for subsistence allowance they shall receive **\$41.63** per day (effective April 1, 2021) as travel allowance for each day worked or reported for.
- (f) 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.
- (g) A natural barrier is defined as any obstruction or impediment which creates an unreasonable relationship between radius kilometres and actual kilometres travelled.

#### **5.12 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:
  - (1) The Employer may supply either:
    - (i) free room and board in camp or a good standard of board and lodging;

or

(ii) subsistence allowance; or

- (2) 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:

#### **Bruce Site**

- (i) 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 Bruce work site the employee shall be paid a subsistence allowance of **\$93.78** (effective April 1, 2021) per day for each day worked or reported for.

#### **Sites Other Than Bruce**

- (ii) 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 **\$41.63** (effective April 1, 2021).

#### **All Sites**

- (iii) 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 or 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 5.11 and 5.12, 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" is defined as:

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.

## **6.0 Grievance and Arbitration**

The following expedited grievance and arbitration mechanism applies to employees governed by Appendix "A".

- (a) OPGN 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 supervisor. Grievances will be referred to the contact supervisor within 30 days of the discovery of the event giving rise to the grievance. If a supervisory decision is not made by the contact supervisor within 48 hours, the union representative may, within 30 days, refer the grievance to arbitration.
- (b) The referral to arbitration shall be made to one of the following single arbitrators on a rotating basis.
  - a) Jules Bloch
  - b) Rob Herman
  - c) Louisa Davie
- (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 a regular arbitrator under Article 3 of the collective agreement.
- (f) Maintenance of normal earnings shall be provided by OPGN for all Union representatives, attending at the grievance process, including the arbitration hearing. Arbitrator costs will be shared.