

COLLECTIVE AGREEMENT

Between

ONTARIO POWER GENERATION INC.
(NUCLEAR)

and

POWER WORKERS' UNION
CANADIAN UNION OF PUBLIC EMPLOYEES – C.L.C.
LOCAL 1000

April 1, **2006** – March 31, **2009**

TABLE OF CONTENTS

Part	Title	Pages
	Articles (Salmon)	1 - 70
A	General Items (Green)	71 - 152
D	Clerical/Technical (Pink)	153 - 176
E	Construction/Technical (Goldenrod)	177 - 188
G	Nuclear Generating Stations (Tan)	189 - 224
	Appendix A (Yellow)	225 - 232

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.

Signed
Ontario Power Generation Company Inc. (Nuclear)

Vice-President, Labour Relations

Sr. Vice-President,
Corporate Human Resources

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

President or Delegate

Witness as to signatures above written on this paper:

Bargaining Committee Member

Bargaining Committee Member

Bargaining Committee Member

Bargaining Committee Member

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

GENERAL ITEMS

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

TABLE OF CONTENTS

PART A

GENERAL ITEMS

1.0	EMPLOYEE CATEGORIES
2.0	REGULAR STATUS
3.0	ANNIVERSARY PROGRESSION
4.0	RETROGRESSION POLICY
5.0	SERVICE CREDIT
6.0	VACATIONS
7.0	STATUTORY HOLIDAYS
8.0	FLOATING HOLIDAYS
9.0	SPECIAL TIME OFF
10.0	LEAVE OF ABSENCE
11.0	PREGNANCY/ADOPTION/PARENTAL LEAVES
12.0	DISABILITY BENEFITS AND INCOME PROTECTION
13.0	HEALTH INSURANCE PLANS
14.0	PENSION AND INSURANCE
15.0	RETIREMENT
16.0	TEMPORARY EMPLOYEES (BENEFITS)
17.0	POSTING OF VACANCIES AND TRANSFER UPON APPOINTMENT
18.0	HEADQUARTERS
19.0	TRAVELLING TIME OUTSIDE NORMAL WORKING HOURS
20.0	COMPENSATION FOR TRAVELLING EXPENSE

- 21.0 TRANSPORTATION TO OUTLYING STATIONS
- 22.0 KILOMETRE RATES
- 23.0 TRANSPORTATION AND MOVING EXPENSES
- 24.0 RETURN TO RESIDENCE HEADQUARTERS
- 25.0 BOARD AND LODGING
- 26.0 JOINT COMMITTEES
- 27.0 DISTRIBUTION OF PWU NEGOTIATED POLICIES AND PRACTICES
- 28.0 DISTRIBUTION OF AGREEMENT AND WAGE SCHEDULES
- 29.0 TIME CHARGES - UNION ACTIVITIES
- 30.0 BANKED TIME
- 31.0 EYE PROTECTION
- 32.0 PERSONAL TOOLS
- 33.0 SPECIAL CLOTHING FOR EMPLOYEES
- 34.0 PURCHASING PRIVILEGES - SURPLUS EQUIPMENT STORES
- 35.0 RETURN OF COMPANY PROPERTY
- 36.0 TIME CHANGE - SHIFT WORKERS
- 37.0 REST PERIODS
- 38.0 BI-WEEKLY PAY DAYS
- 39.0 ESCALATOR CLAUSE
- 40.0 REDUCED WORK WEEK ENTITLEMENT (RWE)
- 41.0 WAGE STRUCTURE
- 42.0 TEMPORARY EXTERNAL PROJECT ASSIGNMENTS IN ONTARIO

PART A
GENERAL ITEMS

1.0 EMPLOYEE CATEGORIES

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

1.1 Probationary

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

1.2 Regular

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

1.2.1 Regular Full-Time

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

1.2.2 Regular Part-Time

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

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

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

1.2.3 Regular - Job Share

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

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

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

OR

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

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

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

1.3.1 Regular-Seasonal "A"

Regular-seasonal "A" employees are those judged medically fit by Health Services for the position involved, who have attained one year'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 and May 31 of the approximate timing and duration of their work assignment for the period starting the following January 1 and July 1. Employees will be notified at least one (1) week before the start of their work assignment. These work

assignments shall aggregate at least 20 weeks or 800 hours in duration. They will occur in not more than four (4) occasions. Each occasion is to be four (4) weeks or 160 hours, or greater. Failure to accept will remove their name from future Regular Seasonal "B" assignments unless joint agreement is reached for extenuating circumstances e.g., death in the family or illness.

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

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

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

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

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

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

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

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

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

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

Displacement - Regular Seasonal "B"

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

1.4 Temporary

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

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

purposes only, for temporary full time and temporary part-time employees, accumulated service shall mean the total of all periods of employment.

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

1.4.1 Temporary Full-Time

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

1.4.2 Temporary Part-Time

Temporary part-time employees are employed for a period of up to 12 accumulated months on an average of 24 hours or less per week (calculated on a monthly basis). Temporary part-time employees are treated as temporary employees except where noted otherwise. Benefits are 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 continuous¹ calendar months. This assessment is subject to the grievance procedure.

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

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

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

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

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

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

2.0 REGULAR STATUS

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 41.0.

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.

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 journeyman or job rate will not be delayed by more than six months.

3.2 Deferral of Progression (Absences from Work)

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

4.0 RETROGRESSION POLICY

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

4.1 Where Applicable

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

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

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

2. Retrogression shall not apply where:

- (a) An employee has less than ten years' established service credit.

- (b) The change to the lower-rated job is made at the request of the employee to escape heavy work or responsibility or for personal reasons.
- (c) The change to the lower-rated job is made necessary for unsatisfactory job performance due to causes other than in Section 4.1(1.).

NOTE

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

4.2 How Applied

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

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

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

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

4.3 Special Provisions

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

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

3. If, in the opinion of the LTD Review Committee, an employee is retrogressed because of a serious injury that resulted from an on-the-job accident with the Company, he/she will have his/her wages maintained until he/she is eligible for an undiscounted pension. This provision will apply to all regular employees regardless of service.
4. An employee with ten years' service who is retrogressed because of a muscular-skeletal repetitive strain injury or injury arising therefrom, which is deemed compensable by the WSIB and relates to his/her working conditions with the Company will have his/her wages maintained until eligible for an undiscounted pension. The wage rate will be frozen thereafter.

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

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

5.0 SERVICE CREDIT

5.1 Introduction

This item defines service credit and describes the basis for calculating service credit for all purposes except those of the Pension and Insurance 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 where an employee who is appointed to a position within the PWU jurisdiction from a bargaining unit which restricts seniority to its own membership, has his/her seniority limited to service within the PWU bargaining unit.

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

Temporary employees have accumulated service only.

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

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

5.2.1 Regular Employees

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

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

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

5.3 Restoration of Service Credit

Regular employees who terminate and are 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.

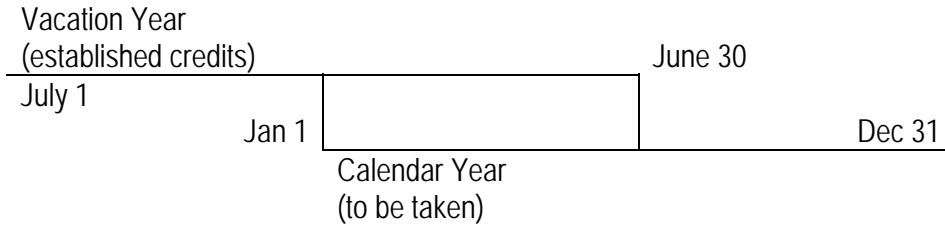
6.0 VACATIONS

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 of the previous year and ends June 30 of the calendar year in which the vacation is to be taken.



6.3 Vacation Entitlement

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

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

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

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

The amount of pay for 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: One working day for each full month of service completed between June 30 of the previous year and July 1 of the current year up to a maximum of two weeks (10 working days).

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

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

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

For Eight to Fifteen Years of Service: 20 working days (four weeks) annually when an employee has completed 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 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 1st of the year in which the bonus is payable. These bonuses are payable on the closest payday to July 1st of each year.

Regular Part-Time Employees

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

Probationary Employees

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

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

Temporary Employees Made Regular

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

Temporary Employees

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

6.4 Special Provisions and Allowances

6.4.1 Deferment or Interruptions of Vacations

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

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

NOTE

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

6.4.2 Statutory Holidays and Vacations

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

6.4.3 New Employees

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

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

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

6.4.4 Re-engaged Employees

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

6.5 Postponed Vacations

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

1. Where it is mutually agreeable, the employee may carry-over a maximum of **two** week's vacation to the following year (to be taken by April 30 of that following year). Request for carry-over must be made prior to September 1.
2. Under special extenuating circumstances (as identified in Subsections 6.4.1, 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 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.

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

6.5.3 An employee who becomes ill while on vacation shall not be placed on sick leave until after termination of the vacation. Under exceptional circumstances in case of very serious illness, sick

leave may be granted at the discretion of the Chief Physician/Manager Health Services. The employee would then be entitled to the unused portion of his/her vacation after recovery from the illness.

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

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

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

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

6.6 Vacation Payment on Termination

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

The payment will be based on:

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

NOTE

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

2. Six percent (6%) of base earnings to date for an employee entitled to 15 working days annually.
3. Eight percent (8%) of base earnings to date for an employee entitled to 20 working days annually.

4. Ten percent (10%) of base earnings to date for an employee entitled to 25 working days annually.
5. Twelve percent (12%) of base earnings to date for an employee entitled to 30 working days annually.

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

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

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 120 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).

7.0 STATUTORY HOLIDAYS

7.1 Recognized

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

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

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

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

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

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

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

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

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

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

7.2 Sick Leave Credits

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

If an employee is scheduled to work on a statutory holiday and falls sick, that day is treated as a normal sick day and the employee would receive a 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 employees on the preceding Thursday.

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

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

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

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

9.2 Payment for Time in 9.1

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

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

9.3 Remembrance Day

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

1. **Those employees who are serving or have served in the Canadian Armed Forces including those who are currently active in the reserve component.**

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

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

NOTE

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

10.1.3 Service with Reserve Components of the Canadian Armed Forces

A regular employee who serves with the Reserve **Component** of the Canadian Armed 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 22nd week of pregnancy for a duration of up to 17 weeks.

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

NOTE

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

11.2.2 Physician's Certificate

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

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

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

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

NOTE

The supervisor should obtain the advice and assistance of the Health and Safety 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 35 weeks of the child being born or coming into care. Unless otherwise mutually agreed females on pregnancy leave wishing to take a parental leave must commence parental leave immediately following the end of the pregnancy leave unless

the child has not come into custody, care and control of the parent for the first time. The duration of this leave is up to 18 weeks.

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

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

11.6 Service Credit

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

11.7 Restoration of Previous Service

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

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

12.0 DISABILITY BENEFITS AND INCOME PROTECTION

12.1 Sick Leave Plan

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

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

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

Normally employees will be expected to arrange routine medical or dental appointments during non-working hours. Where such appointments cannot be arranged during non-working hours and the employee can be

released from his/her duties, then the time shall be charged against an employee's sick leave time 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 five (5) continuous days or more or when requested by management. The Company will compensate the employee for the cost associated with completing these forms up to a maximum of \$30.00. **Additionally, the company will compensate the employee for the full cost of all medical notes, medical forms or medical information required to support LTD or other Wellness programs. This provision does not apply to Doctor's notes requested by Line Management as part of the administration of the sick leave plan.**

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

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

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

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, 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.

12.0A DISABILITY BENEFITS AND INCOME PROTECTION

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

12.1A Sick Leave Plan

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

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

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

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

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

All major medical absence forms will be completed for any absence of 5 continuous days or more or when requested by management. The Company will compensate the employee for the cost associated with completing these forms up to a maximum of \$30.00. **Additionally, the company will compensate the employee for the full cost of all medical notes, medical forms or medical information required to support LTD or other Wellness programs. This provision does not apply to Doctor's notes requested by Line Management as part of the administration of the sick leave plan.**

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

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

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

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

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

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

12.2A Long Term Disability

12.2.1A General Provisions of LTD Plan

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

All employees who are in receipt of LTD benefits will be eligible to participate in the Rehabilitation and 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.

12.2.2A 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, or upon return to regular employment, or upon termination.

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

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

12.2.3A Recurring Disability After Return to Regular Work

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

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

12.2.4A Individual Returns to Regular Employment

1. Service Credit: Service Credit continues to accrue while on LTD.

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

12.2.5A Termination of LTD Benefits

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

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

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

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

12.2.6A Indexation

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

12.3A Rehabilitation and Re-employment

Rehabilitative employment is an important feature of the Plan, which provides an employee with additional financial incentive and assistance to 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.

12.4A Workplace Safety and Insurance Board Payments

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

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

12.5A Supplementary Grant

12.5. 1A Definition of Supplementary Grant

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

NOTE

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

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

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

NOTE

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

12.5. 2A Who Receives the Supplementary Grant

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

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

12.5. 3A Responsibility for Payment

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

12.5. 4A Withholding the Grant

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

12.6A Waiver of Posting or Selection

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

13.0 HEALTH INSURANCE PLANS

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

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

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

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

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

Effective January 1 of each year of the collective agreement, dentist fees will be paid up to the amounts shown in the current ODA 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, Extended Health Benefits Plan and Dental Plan. Coverage will commence on the employee's Established Commencement Date and will cease on the employee's termination date.

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

14.0 PENSION AND INSURANCE

Pension

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, 2002, the rules of the pension plan will be amended to allow employees to retire/start any day of the month.

Effective April 1, 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.

Insurance

The Employer will implement option to purchase more units of life insurance (4x or 5x base pay) at no cost to the Employer by April 1 2002 for eligible employees. Medical information will be required to determine eligibility.

14.1 Pension and Insurance Plan

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

1. Changes other than legislative changes shall be made only upon mutual consent.
2. Ontario Power Generation shall not request legislation or Order-in-Council approval for proposed regulations or make rules which would change employee benefits unless upon mutual consent. Moreover, Ontario Power Generation will not unilaterally seek legislation to change access to surplus unless upon mutual consent.
3. In the event of the enactment of any general* pension legislation applicable to the employees of Ontario Power Generation, amongst others, Ontario Power Generation

may, after notification to the Union, effect amendment of the Plan provided that the combination of benefits resulting from the Plan as so amended and such legislation will not be less in the aggregate than the benefits now provided.

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

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

14.2 Pension Plan

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

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

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

14.2.4 Early Retirement - Without Discount

1. *Rule of 82*

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

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

Early Retirement Discounts

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

NOTE

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

14.2.5 Early Retirement - With Discount

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

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

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

14.2.7 Indexing

Pension benefits for Pension Plan members who immediately prior to termination of employment were members of the Power Workers' Union, will be increased on January 1 of each year by 100 percent of the increase in the Consumer Price Index, up to a maximum of 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.

14.2.8 Survivor Benefits

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

14.2.9 Continued Contributions

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

14.3 Group Life Insurance

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

1. If the change is effective on 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.

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

14.3.3 Spousal Life Insurance

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

15.0 RETIREMENT

15.1 Bonus and Outstanding Vacation Payments on Retirement

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

15.2 Retirement While Ill

An employee who falls ill and is not able to return to work prior to the approved normal or early retirement date, shall, subject to approval by the Chief Physician, continue to be 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', Section 6.6 - Vacation Payment on Termination) and bonus of one month's pay [if applicable, see Subsection 15.1(1.) preceding] carries to or beyond the approved retirement date, the employee shall be given a cash payment in lieu of any unused portion of:

1. The vacation credit accumulated up to the expiry of the sick leave; and/or
2. The month's bonus.

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

If the sick leave grant together with any outstanding vacation credit and month's bonus [where applicable, see the preceding Subsection 15.1(1.)] does not carry to the approved date, the case shall be referred to the Director of Health and Safety for a determination of the employee's eligibility for LTD.

15.2.4 Unused Vacation Credit for Preceding Year

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

16.0 TEMPORARY EMPLOYEES

16.1 Definitions

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

16.2 Benefits

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

16.2.1 Vacations

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

16.2.2 Statutory Holidays

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

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

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

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

16.2.3 Floating Holidays

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

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

3. Where the employee is unable to reach mutual agreement with his/her supervisor to take his/her floating holiday(s) before year-end because of absence due to illness, unused floating holidays will be assigned on the last working day(s) of the year.
4. Where an employee falls sick on his/her scheduled floating holiday, that day will not be charged against his/her sick leave credits, but shall be treated as a floating holiday for pay purposes.
5. Entitlement on Termination: If the employee terminates after having accumulated 20 weeks' service in the calendar year, the Company will make a cash payment in lieu of any unused floating holiday credit.

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

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

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

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

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

16.2.4 Sick Leave Entitlement

Temporary employees shall earn 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 Summer Students Regardless of Wage Schedule Paid From)

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

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

16.3 Notice of Termination

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

17.0 POSTING OF VACANCIES AND TRANSFER UPON APPOINTMENT

17.1 Post and Transfer - General

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

The successful applicant and his/her supervisor is notified.

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

17.3 Similar Vacancies

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

17.4 Instructors and Training Technicians

Advertised vacancies for instructors and training technicians may be filled on a temporary basis. The time period shall not exceed 18 months after which the incumbent will revert to his/her regular classification and 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.

17.5 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, three days' notice will be given. Notice will not be required where emergent conditions exist.

Penalty: Failure to provide notice as above will require payment of premium² rates for work performed from the temporary work headquarters until the notice period has expired. This provision does not apply to travelling crews.

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.

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.

² Time and one-half for four hours, double time for next four hours.

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 employees to travel between one work centre and another work centre, they shall be entitled in any calendar day to payment for travelling at the appropriate premium rate in accordance with conditions governing overtime up to a maximum of the number of hours which constitute a normal work day subject to the following:

1. Overtime will be paid when employees are required to drive a Company vehicle outside normal working hours unless being used exclusively for their own personal transportation.
2. When travelling by public transportation, travelling time shall be considered to include waiting periods beyond the employee's control up to a maximum of five hours; both preceding, during and subsequent to the travelling period, but excluding meal periods (one hour each) occurring during the waiting period.
3. When a berth or overnight accommodation is allowed and available, compensation shall not be made between 2300 hours and 0800 hours, nor shall the time spent for noon and evening meals (one hour each) be subject to compensation.
4. **Travel time outside of normal working hours associated with selection interviews, 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. 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 Section 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.
6. Where the Company normally provides transportation facilities between residence headquarters and work headquarters for normal daily hours an employee required to work extension overtime will be provided free transportation to the residence headquarters.

NOTE

Equivalent time off without pay may be granted on the basis of an hour off for each hour spent travelling provided the workload permits.

20.0 Compensation for Travelling Expense

Employees required to work at a temporary work headquarters will be paid a travel expense equivalent to the return road kilometres between the temporary work headquarters and the 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 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 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

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 .42 cents per kilometre will take effect on January 1, 2001.
3. Future increases of one cent per kilometre will occur with each additional ten percent (10%) point increase from the base figure of 31.5 (1992 CPI = 100) in accordance with the formula described in a letter of agreement between Ontario Hydro and the Union dated May 25, 1983.
4. Conversion factor is 1 mile = 1.6 km.
5. A decline in the index below the level of a previously surpassed trigger point for two or more consecutive months will result in a reduction in the paid rate to the appropriate amount.
6. The effective date for any new kilometre rate triggered by this indexing formula will be the first of the month following the month in which the index is published.
7. The additional payment for hauling household trailers will be nine cents per kilometre. The payment for hauling smaller trailers (camper, ski-doo, boat, etc.) will be three cents per kilometre.
8. The above rates will apply on a province-wide basis.

As a condition of employment, the Company does not require anyone to own a car. When transportation is required, the employee may, with the Company's approval elect to use his/her own car at the approved kilometre rate but if he/she does not elect to use his/her own car or if he/she does not own a car, the Company will, if necessary, provide alternative transportation appropriate to the occasion. However, ownership of an appropriate driver's license may be a condition of employment in some situations.

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 Section 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 Treasury Division's Published Interest Rate Schedule (employee housing loan five-year term) in effect on the closing date of sale. It is the employee's responsibility to repay the Advance of Equity to the Company within five days of the sale of the former residence, or within 90 days from the date of issue of the Advance, whichever comes first.

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 Treasury Division's Published Interest Rate Schedule (employee housing loan five-year term) upon the expiration of the 90-day period. It is the employee's responsibility to repay the Advance of Equity to the Company when the former residence is sold, or within 180 days (six months) from date of issue of the Advance, whichever comes first.

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 actual 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 **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 Section 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 Section 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 Pension and Insurance Plan covering all plan members and to recommend changes as set out below:
2. Personnel: The "Joint Pension and Insurance Committee" shall meet at least twice a year or as requested by either party and shall consist of the following members:
 - three PWU members
 - three Ontario Power Generation management members

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

The chair will rotate between Ontario Power Generation and PWU, one meeting each.

- every effort will be made to reach unanimous decisions. In the event that a unanimous decision cannot be reached, decisions will be by a vote of a majority of members representing both PWU and Ontario Power Generation.
3. Function: In an advisory capacity with access to the necessary information: (This is limited in that it does not apply in respect of information as to the service, salary, pension benefits or other personal information related to any specific person without that person's prior consent.)

Pensions

- (a) Monitor Ontario Power Generation's administration of the Pension Plan as established under the Electricity Act, and 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.

Life Insurance

- (a) Review the financial position, premiums and taxable benefits of the life insurance provisions of the Plan.
- (b) Identify potential benefit changes and discuss cost and other implications. Committee recommendations for benefit level changes will be subject to ratification of the respective parent bodies.

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) Provide recommendations to assist the Health and Safety Division in the development, implementation and evaluation of corporate employee health and safety policy and programs.
2. Personnel
 - (a) Manager, Programming Department, Health and Safety Division and other management staff as deemed necessary from time to time.
 - (b) Union Provincial Health and Safety Committee and Union staff advisor to a maximum of eight.
3. Function
 - (a) Participate in the identification of problems and issues of Company significance in employee health and safety policy and practice.
 - (b) Participate in the development, promotion and implementation of Company health and safety programs.
 - (c) Study, develop and make recommendations for changes to the corporate safety rules and work protection code. This function can be delegated to an ad hoc group with mutual agreement.
 - (d) The committee will normally attempt to resolve issues of mutual interest before seeking intervention by senior management or the Joint Committee on Health and Safety.
 - (e) The committee will meet twice a year or as mutually agreed.

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 each year will be paid out as of December 31 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

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.

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

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 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.

33.2.3 For Normal Work Which Must be Performed Occasionally, Under Extreme Conditions

Hip or knee length rubber boots and weatherproof coats and hats may be obtained and issued temporarily to construction workers, maintenance workers, and labourers when required to work in extremely wet locations or under adverse weather conditions.

One or two rainproof coats and hats, depending upon the number of employees involved, may be provided for each line, forestry and maintenance truck or gang for use in emergencies when workers could not be reasonably expected to have protective clothing available at all times.

33.2.4 For Work Involving Exposure to Materials that are Injurious to Health and Particularly Destructive of Clothing

Rubber boots, aprons and gloves of an approved material may be provided for employees when handling acids for batteries, cleaning transformer coils or for other work which is similarly destructive of clothing.

Aprons, gloves and sleeves made of plastic, plastic-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, armllets and gauntlets may be provided.

33.2.4 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:

two pairs in one calendar year,
one pair to a maximum of \$200, and
another pair to a maximum of \$150
- (2) A dollar limit of \$150.00 for each pair will apply to others who choose or are required to wear CSA approved ESR protective footwear.
- (3) Others who choose not to wear approved ESR protective footwear, will be reimbursed fifty per cent (50%) of the actual cost, up to a maximum reimbursement of \$75.00 per pair.

II Employees who are not required to wear protective footwear:

Employees who purchase safety footwear will be reimbursed thirty-three and one-third percent (33-1/3%) of the actual cost up to a maximum reimbursement of \$20.00 per pair subject to the approval of the appropriate manager or supervisor.

NOTES

Temporary employees will be reimbursed for a maximum of one pair in each six-month period.

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

These actual cost maximums include applicable taxes.

33.2.5 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, 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

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, 2009 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, 2008 and none thereafter.
2. In the third year of the collective agreement, namely April 1, 2008 to March 31, 2009, the following formula shall apply:
 - (a) An increase of more than **3%** in the Ontario All Items index (1992 = 100) published by Statistics Canada in February, 2008 (published in March, 2008) over the index for February, 2007 (published in March, 2007) will activate the escalator clause.
 - (b) On April 1, 2008, base rates and band rates will be increased by an amount equivalent to the amount by which the increase in the Index exceeds **3%** in the 12 month period specified in (a) above but in no case shall the amount of such increase exceed **3%**.
 - (c) This wage increase would be implemented effective April 1, 2008 at the same time as the negotiated **3%** wage increase referred in Part A, Item 41 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 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 3rd 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 (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 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. Banked time may be taken off in a minimum of half-day (i.e., four-hour) increments.
5. Banked time accumulated in a calendar year must be taken by April 30 of the following year.
6. Where the employee is unable to reach mutual agreement with his/her supervisor to take his/her banked time entitlement (except when exhausting sick leave prior to LTD as noted in Part 'A', Item 12.2.1), unused banked time entitlement will be assigned on the last working day(s) prior to April 30.
7. Where an employee falls sick on his/her scheduled 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. Banked time will not accumulate for any period of unpaid leave exceeding 40 consecutive scheduled hours. Scheduled days off will not be considered as breaking the consecutive nature of scheduled hours. Banked time will accumulate during a paid leave of absence and Pregnancy / Adoptive / Parental Leave.
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 WAGE STRUCTURE

April 1, 2006 - 3.0%

Band	Step 0	1	2	3	4	5	6	7	8
I	14.78	17.05	19.61	21.04	22.45	24.16	26.14		
II	19.32	20.46	21.90	23.31	24.74	26.44	28.15	29.85	31.84
III	25.01	26.72	28.43	30.13	32.12	34.11	36.38	38.66	40.93

April 1, 2007 - 3.0%

Band	Step 0	1	2	3	4	5	6	7	8
I	15.22	17.56	20.20	21.67	23.12	24.88	26.92		
II	19.90	21.07	22.56	24.01	25.48	27.23	28.99	30.75	32.80
III	25.76	27.52	29.28	31.03	33.08	35.13	37.47	39.82	42.16

April 1, 2008 - 3.0%

Band	Step 0	1	2	3	4	5	6	7	8
I	15.68	18.09	20.81	22.32	23.81	25.63	27.73		
II	20.50	21.70	23.24	24.73	26.24	28.05	29.86	31.67	33.78
III	26.53	28.35	30.16	31.96	34.07	36.18	38.59	41.01	43.42

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

42.0 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.

PART D

CLERICAL/TECHNICAL

TABLE OF CONTENTS

PART D

CLERICAL/TECHNICAL

1.0	SALARIES
2.0	HOURS OF WORK - GENERAL
3.0	SHIFT DIFFERENTIAL AND SHIFT WORK
4.0	OVERTIME
5.0	PROVISION OF MEALS
6.0	PRINCIPLES RE RESOURCING FOR RELIEF, ACTING & TEMPORARY ASSIGNMENTS
7.0	POSTING OF VACANCIES
8.0	POSITIONS EXCLUDED AS PER ARTICLE 1 - CLERICAL/TECHNICAL (CLERICAL AND TECHNICAL)
9.0	SHIFT WORK - INFORMATION MANAGEMENT FACILITIES
10.0	TEMPORARY GUIDES
11.0	HEALTH PHYSICS TECHNICIANS - HEALTH AND SAFETY DIVISION
12.0	SHIFT WORK - TECHNICAL STAFF (Inspection and Maintenance Technician)
13.0	SHIFT WORK - TECHNICAL STAFF (Instructor)

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 41 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.

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

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', Section 4.0 - Overtime.

Where in the Company's opinion, a work unit cannot be operated satisfactorily under variable working hours, they will not be implemented in that unit. Individual deviation from selected work schedules will require the supervisor's prior approval.

2.2 Hours of Work - Outside Head Office

Hours of work (including variable hours of work) in locations other than head office shall be negotiated by the Company and the Sector Vice President or Delegate of the Union.

Where in the Company's opinion, a work unit cannot be operated satisfactorily under variable working hours, they will not be implemented in that unit.

3.0 SHIFT DIFFERENTIAL AND SHIFT WORK

It is recognized that from time to time it may be necessary, due to the nature of the Company's operations, to place certain 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 premium rates for all changed hours of work within the notice period.
3. Such a placing on shift work shall not deprive an employee of his/her total number of normal scheduled weekly hours.
4. Revision to the work schedule shall provide for a minimum of 15 hours off between shifts. Failure to provide such time off will require the penalty payment for the first affected shift.
5. Shift differential shall apply to employees required to work on a three-shift schedule or a two-shift schedule and shall not apply for overtime hours.
6. Shift work will be scheduled on a Monday to Friday basis.
7. Work in excess of the total number of normal daily hours will be paid at the appropriate overtime rates.
8. The following shift differentials shall apply:
 - (a) Sixty-five cents per hour to employees scheduled to work between the hours of 1600 and 2400.
 - (b) Eighty-five cents per hour to employees scheduled to work between the hours of 0000 and 0800.

9. 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. One and one-half times the employee's basic rate shall be paid for all work performed during the first four clock hours after normal quitting time, Monday to Friday inclusive. It will also apply to the first four hours of overtime worked on an unscheduled day of work.
2. Two times the employee's basic rate shall be paid for:
 - All work performed outside of the first four hours after normal quitting time, Monday to Friday inclusive, and after the first four hours on an unscheduled day of work.
 - All work performed on 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 local level.
2. The Company agrees to control excessive authorized overtime by restricting actual overtime to not more than 12 hours per week, excluding travelling time. Under extraordinary circumstances, the Union will consider waiving the restrictive features of this clause.
3. A travelling allowance up to a maximum of one hour shall be paid at the appropriate overtime rate when an employee is called in to work overtime and an extra trip is involved. See also Section 4.4.
4. Because an employee was required to work overtime or because he/she lost time in changing shifts, he/she shall not be prevented from working his/her total number of normal daily hours in any normal scheduled day of work. If the employee cannot be supplied with the work required to make up the normal daily hours of work in that day, his/her pay shall be adjusted to provide a minimum of his/her normal weekly hours of work.
5. If an employee who has worked overtime and is physically capable and the group of which he/she is ordinarily a member is at work, he/she shall not be deprived of the opportunity of working his/her normal scheduled hours in addition to the overtime he/she may have worked.
6. An employee who has accumulated overtime hours shall receive this in earnings, calculated at the appropriate premium rate and cannot be required to take time off in lieu of payment.
7. An employee who is required to work continuously for more than 16 hours or an employee who accumulates 16 hours of working time in any 24 hour period without a minimum five hour continuous break between 23:00 and 07:00 hours shall be entitled to an eight-hour rest period. Time spent for meals may be deducted from the total elapsed time but is not to be considered as breaking the continuity of the hours worked.

If the rest period extends into the employee's normal scheduled hours of work, he/she shall be paid at straight time rates for the portion of the rest period, which extends into the normal scheduled hours. This is in addition to the overtime worked.

Should he/she be required to continue working beyond 16 hours he/she shall be paid two times his/her normal basic rate until an eight-hour rest period is granted. Should an employee be released before 16 hours have elapsed, he/she will not be entitled to an eight-hour rest period, and his/her right to continue work at straight time will be governed by Section 4.3(5.).
8. Equivalent time off without pay - See Part 'A', Section 10.2.

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 - Marketing and Audio, Visual, Writing and Graphic Design Services

Audio, Visual, Writing and Graphic Design Services employees shall be paid for all overtime work performed in accordance with Section 4.2.

Audio, Visual, Writing and Graphic Design Services employees who, by the nature of their jobs, are required to make public, business or trade contacts outside normal hours may, where mutually agreed between the employee and the supervisor, take time off in lieu of payment for overtime. Where it is agreed that time off in lieu will be taken, such time will be credited on a premium basis in the same manner as would apply if payment had been made. Such time off must be arranged within a two-month period following the date overtime was worked. If this cannot be arranged within the two-month period, payment shall be made.

4.6 Overtime - Regular Part-Time and Temporary Part-Time Employees

Overtime is defined as:

- (a) Hours worked which are in excess of the normal daily hours of the classification. The premium payment for such work is one and one-half times the employee's basic rate for all work performed

during the first four clock hours after the normal quitting time of the classification, and two times the employee's basic rate for all work performed outside of the first four clock hours after the classification's normal quitting time.

and/or

- (b) Hours worked in excess of 24 in a week. The premium payment for such work is one and one-half times the employee's basic rate for the first four hours worked in a day. Two times the employee's basic rate for all work performed in excess of four hours in a day.

and/or

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

5.0 PROVISION OF MEALS

In recognition of the importance of regular meals to an individual's health and effectiveness on the job, the Company will supply meals as outlined below and when required, will assign an employee to secure the meals.

- (a) Employees provide their own meals on regular days of work.
- (b) When an employee works overtime on a regular day off, he/she will be expected to provide one meal if 23 hours notice has been given.
- (c) When an employee works extension overtime before or after normal scheduled hours, all required meals will be provided by the Company. The first meal (or meal allowance) will be provided when two (2) hours of overtime are worked. Subsequent meals or meal allowances will be provided every four (4) hours of overtime worked thereafter.
- (d) When meals cannot be reasonably obtained¹, 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.

¹ 'Reasonably obtained' is to be defined locally by Union and Management.

6.0 PRINCIPLES RE RESOURCING FOR RELIEF, ACTING & TEMPORARY ASSIGNMENTS

Recognizing that relief, acting and temporary assignments contribute to the development of personnel and contribute to the work being done effectively, the following will be considered when resourcing these assignments:

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 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 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 41.

6.3 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.

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.
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', Section 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 41. 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. Payment of plus time balances existing on the time balancing date shall be paid before December 31 at the rate of one and one-half times the employee's classification basic rate in effect at the time balancing date.

NOTE

The Company will not be required to balance time for employees who have been hired or transferred from non-shift work to shift work in the five fiscal weeks immediately preceding December 16 until a period of approximately one year following the employee's appointment to the new position has elapsed.

Minus time balances which occur as a result of promotion of a shift working employee within the five fiscal weeks immediately preceding December 16 shall be worked off within the two-month period immediately following the establishment of the minus time.

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 one and one-half times the employee's basic rate for work performed under the new schedule until the notice period has elapsed.

Although the content, preparation, posting, revision and administration of shift schedules is the sole responsibility of the Company, the preference of the staff regarding the type of schedule to be worked and the preferences of individual employees regarding vacation periods will be considered, providing such preferences are made known prior to commencement of preparation of new schedules. Where employees feel they have been assigned unreasonable schedules, such schedules shall be considered fit matter for discussion at local level.

NOTE

The cycling of schedules, allowing for holidays and sickness, may create a reserve of employees over and above the complement required for any shift. Whenever an employee in the normal course of his/her rotation of the schedule becomes supernumerary, he/she will be known as a "reserve employee".

Schedules will be posted two weeks in advance to cover one, two or three shifts per day for five-, six- or seven-day coverage with eight working hours per shift.

The day a shift begins will dictate the shift hours, and the specific hours of work for all Information Management Facilities classifications designated as being two or three shift and six or seven days a week operation will be as follows:

Normal Work Schedule

Days	-	0800 to 1600
Evenings	-	1600 to 2400
Nights	-	2400 to 0800

All shift workers will eat their meals on duty. On day shift, Monday to Friday, the employee can opt for a normal, unpaid lunch period.

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 one and one-half times the employee's classification basic rate until the notice period has elapsed.

9.5 Shift Differential

Sixty-five cents per hour shall be paid for scheduled hours worked on the evening shift.

Eighty-five cents per hour shall be paid for scheduled hours worked on the night shift.

The appropriate shift differential shall be paid for the first eight hours of each scheduled shift on any day and shall not apply for overtime hours. When premium time is involved for payment of shift worked, the premium rate shall be computed on the standard basic rate, excluding shift differential.

Regular part-time and temporary part-time employees will not be eligible for shift differential when the shift starts and ends between the hours of 07:00 and 18:00.

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', Section 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.

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' Section 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)

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 hour shift 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 premium rates for work performed during the notice period. For purposes of clarification Part D - Item 3.0(1) and Part D - 3.0(2) do not apply.

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

A shift differential of 85 cents per hour shall be paid to employees who are scheduled to work between the hours of 0000 to 0800.

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 41 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 premium rates or where it is mutually agreeable all or a portion thereof may be taken off at premium rates. Plus time balances, which still exist as of the last day of the regular schedule shall be paid for at premium rate. Minus time balances, which occur as a result of changes to the

regular schedule shall be worked off within two fiscal months of the end of the schedule month in which the minus balance occurs unless it is mutually agreed to between the employee and his/her supervisor to extend this period. Minus balances not worked off within this two month period will be written off (unless it has been agreed to extend this period).

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.

12.5.10 When scheduling 8 or 12 hour shifts the shift will consist of 5 consecutive 8 hour shifts or 4 consecutive 12 hour shifts. The shift schedule shall provide for at least 48 hours off between sequence of shifts.

12.5.11 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.

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.

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. Section 2.0 - Hours of Work - General
2. Section 2.1 - Hours of Work - Specific
3. Section 2.2 - Hours of Work - Outside Head Office

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 Atomic Radiation Workers

Every reasonable effort shall be made to assign a pregnant Atomic Radiation Worker to a location where there is no expected recordable radiation dose above natural background. In relocations of pregnant Atomic Radiation Workers, the normal base rate of pay will be maintained. The relocation period will be extended for a reasonable period of time for female Atomic Radiation Workers who indicate they intend to continue to breast-feed their babies after they return to work.

12.9.5 Female Atomic Radiation Workers Wishing to Conceive

Every reasonable effort shall be made to re-assign a female Atomic Radiation Worker, at her request, to a location where there is no expected measurable radiation dose while she is attempting to conceive. The purpose of the reassignment is to ensure that the embryo/fetus is not exposed to radiation during the period between conception and confirmation of pregnancy.

The re-assigned female Atomic Radiation Worker shall have her wages maintained under the following conditions:

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

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)

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 premium rates for all changed hours of work within the notice period.
3. Such a placing on shift work shall not deprive an employee of his/her total number of normally scheduled weekly hours.
4. Revision to the work schedule shall provide for a minimum of 15 hours off between shifts. Failure to provide such time off will require the penalty payment for the first affected shift.
5. Shift differential shall apply to employees required to work on a three-shift schedule or a two-shift schedule and shall not apply for overtime hours. Regular part-time and temporary part-time employees will not be eligible for shift differential when the shift starts and ends between 0700 and 1800.
6. Work in excess of the total number of normal daily hours will be paid at the appropriate overtime rates.

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. Section 2.0: Hours of Work - General
2. Section 2.1: Hours of Work - Specific
3. Section 2.2: Hours of Work - Outside Head Office

PART E
CONSTRUCTION
TECHNICAL

TABLE OF CONTENTS

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.

- 1.0 HOURS OF WORK
- 2.0 POSTED VACANCIES
- 3.0 NEW GENERATION PROJECTS
- 4.0 MEMBERSHIP LISTS
- 5.0 POSITIONS EXCLUDED AS PER ARTICLE 1
- 6.0 CHRISTMAS SHUTDOWN
- 7.0 SHIFT DIFFERENTIAL AND SHIFT WORK
- 8.0 BOARD AND LODGING AND SPECIAL ALLOWANCE RECEIPTS
- 9.0 PROVISION OF MEALS
- 10.0 NOTICE OF TRANSFER
- 11.0 RESIDENCE HEADQUARTERS
- 12.0 OVERTIME
- 13.0 ACTING POSITIONS
- 14.0 REST PERIOD
- 15.0 PERSONAL DEVELOPMENT (TRAINING AND EXPERIENCE)

PART E
TECHNICAL
General Provisions

Comment [c1]:

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 to February 1
More than 4 working days	October 1 to March 31

5. The use of banked overtime hours as per Section 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.

2. Such a placing on shift work shall not deprive an employee of his/her normal scheduled weekly total hours of work.
3. All employees on a two- or three-shift per day operation shall be paid time and one-seventh for all standard shift hours worked on the second shift of a two- or three-shift schedule and time and one-fifth for the third shift of a three-shift schedule.
4. The shift differential in 3. above shall not apply to overtime hours.
5. When shifts commence during the following hours, the shift differential rates shall be:

0700 to 1000 - no shift differential
1000 to 1800 - time and one-seventh
1800 to 0700 - time and one-fifth

Regular part-time and temporary part-time employees will not be eligible for shift differential when the shift starts and ends between the hours of 0700 and 1630.
6. A minimum period for a shift is four days. An employee who is required to work shift work shall be entitled to an eight-hour rest period prior to returning to normal scheduled hours. If the rest period extends into the employee's normal scheduled hours of work, he/she shall be paid at straight time rates for the portion of the rest period which extends into the normal scheduled hours. This is in addition to the shift hours worked.
7. In the case of illness, which would result in a staff shortage, four (4) days' advance notice will be given when placing an employee on shift.

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 obtained¹, 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.

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.

¹ 'Reasonably obtained' is to be defined locally by Union and Management.

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.

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 Section 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 one and one-half times the employee's basic rate during the first four clock hours after normal quitting time Monday to Friday inclusive.

All work performed outside of the first four clock hours after normal quitting time, and all work performed **on 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 Section 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 Section 12.2 (5.) above.

8. Equivalent time off without pay see Part 'A', Section 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 one and one-half times the employee's basic rate for all work performed during the first four clock hours after the normal quitting time of the classification, and two times the employee's basic rate for all work performed outside of the first four clock hours after the classification's normal quitting time.

and/or

(b) Hours worked in excess of 24 in a week. The premium payment for such work is one and one-half times the employee's basic rate for the first four hours worked in a day. Two times the employee's basic rate for all work performed in excess of four hours in a day.

and/or

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

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 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 Sections 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 Sections 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, 'D', and 'E' 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.

130

TABLE OF CONTENTS
PART G
NUCLEAR GENERATING STATIONS

1.0	WAGES
2.0	HOURS OF WORK
3.0	SHIFT DIFFERENTIAL
4.0	OVERTIME
5.0	PREMIUM PAYMENTS
6.0	VACATIONS - SHIFT WORKERS
7.0	POSITIONS EXCLUDED AS PER ARTICLE 1
8.0	SUPERVISORY RESPONSIBILITIES
9.0	PAYMENT FOR TEMPORARY SUPERVISION
10.0	RELIEF WORK
11.0	SPECIAL CLOTHING
12.0	STAFFING
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
17.0	TEMPORARY TRANSFERS OF PART 'G' EMPLOYEES TO PART 'F' - FOSSIL GENERATING STATIONS
18.0	EMERGENCY RESPONSE TEAMS
19.0	AUTHORIZED NUCLEAR OPERATORS IN TRAINING

- 20.0 MAINTENANCEASSESSING
- 21.0 CONTROL TECHNICIANS
- 22.0 **SHIFT WORK - RADIATION CONTROL TECHNICIANS, PLANNING COST AND CONTROL TECHNICIANS, TRAINING TECHNICIANS AND NUCLEAR TECHNOLOGISTS**
- 23.0 **CHEMICAL TECHNICIANS / FLMA RADIATION CONTROL AND RADIATION TECHNICIAN IIS**
- 24.0 REGULAR GUIDES AND ASSISTANT PUBLIC EDUCATION OFFICERS
- 25.0 NUCLEAR SECURITY **OFFICERS**
- 26.0 PROJECT CREWS
- 27.0 **APPRENTICE HIRING AND PLACEMENT**

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 41 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 shift schedule (in this case the plus or minus time will be carried into the next schedule) as of the last day of the schedule.
3. 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 each year. The Union will provide the company with any issues (RDO change etc.) by July 1.
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.

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 premium rate.

Minus time balances which occur as a result of changes to the regular schedule shall be worked off within two fiscal months of the end of the schedule month in which the minus balance occurs unless it is mutually agreed to between the employee and his/her supervisor to extend this period. Minus balances not worked off within this two-month period will be written off (unless it has been agreed to extend this period).
- 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.**

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 premium rates 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 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 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.

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 - 70 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 representativecalculations 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 shall continue to mean eight hours.

(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 premium rates for work performed at the new work headquarters until the notice period has expired. Management will provide transportation for those employees who have no reasonable transportation available to them.

2. In the event a shift employee is assigned to a temporary work headquarters within his/her residence headquarters he/she shall receive a minimum of three days notice unless:

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 premium rates for work performed at the new work headquarters until the notice period has expired. Management will provide transportation for those employees who have no reasonable transportation available to them.

3. An early return to his/her regular work headquarters initiated by Management will require a new shift change notice with the appropriate notice as stated in (1) or (2) above.

Failure to give the required notice shall require the payment of premium rates for work performed at his/her regular work headquarters until the notice period has expired.

4. For the purposes of Part G, Item 2.1.8 Pickering NGS and ENTC are considered one work headquarters. In addition, the Bruce site is considered one work headquarters.
5. A shift employee may be assigned to a temporary work headquarters without notice or penalty, if he/she leaves and returns to his/her work headquarters within a single shift.

2.1.9 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 **1.75x** pay.
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 65 cents per hour shall be paid to employees who are scheduled to work between the hours of 1600 and 2400.

A shift differential of 85 cents per hour shall be paid to employees who are scheduled to work between the hours of 0000 to 0800.

3.2 **Twelve Hour Shifts**

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

The shift differential will be the sum of the differentials in 3.1 above multiplied by 8/12

3.3

The appropriate shift differential shall be paid for the first eight/twelve hours of each scheduled shift on any regular scheduled day of work and shall not apply for overtime hours. When premium time is involved for payment of shift work, the premium rate shall be computed on the standard basic rate, excluding shift differential.

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.

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) One and one-half times the employee's basic rate for all overtime work performed during the first four clock hours after normal quitting time.
- (b) Two times the employee's basic rate for all overtime work performed outside the first four clock hours.

2. Unscheduled Day of Work

- (a) 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 41 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', Section 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 one and one-half times the employee's basic rate for all work performed during the first four clock hours after the normal quitting time of the classification, and two times the

employee's basic rate for all work performed outside of the first four clock hours after the classification's normal quitting time.

and/or

- (b) Hours worked in excess of 24 in a week. The premium payment for such work is one and one-half times the employee's basic rate for the first four hours worked in a day. Two times the employee's basic rate for all work performed in excess of four hours in a day.

and/or

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

5.0 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 41 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', Section 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 to December 31.

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 to September 30 (summer schedule).
2. Sixteen consecutive days off including three weekends within the period May 1 to September 30 (summer schedule) to all who qualify for three or more weeks' vacation.
3. Where mutually convenient to the Company and the employees, if an individual so requests, all or part of the vacation allowance may be taken outside the period May 1 to September 30.
4. A request by an individual for an extension of his/her vacation period may be granted at the Company's discretion by interchanging his/her scheduled vacation days or unused vacation entitlement with days of work, providing qualified relief is available at the location. If it becomes necessary to cancel the additional extension as outlined in this item, the employee granted the extension will be required to return to his/her original schedule without penalty to the Company. If, in any instance and due to unforeseen circumstances, vacation schedules are adversely affected, the Company will use available relief so as to reduce the abnormal period to a minimum. See also Part 'A', Section 6.0.

NOTE

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

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 journey person 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 journey person may be required to teach trade skills of a specific task to more than one apprentice or journey person at one time. During such a teaching situation, the journey person is responsible only for the demonstration of trade skills and not for the work of the apprentices or journey person 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 journey person 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', Section 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 33.2.5 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 obtained¹, 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.

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 Atomic Radiation Worker to a location where there is no expected recordable radiation dose above natural background. In relocations of

¹ Reasonably obtained is to be defined locally by Union and Management.

pregnant Atomic Radiation Workers, the normal base rate of pay will be maintained. The relocation period will be extended for a reasonable period of time for female Atomic Radiation Workers who indicate they intend to continue to breast-feed their babies after they return to work.

14.6 Female Atomic Radiation Workers Wishing to Conceive

Every reasonable effort shall be made to re-assign a female Atomic Radiation Worker, at her request, to a location where there is no expected measurable radiation dose while she is attempting to conceive. The purpose of the reassignment is to ensure that the embryo/fetus is not exposed to radiation during the period between conception and confirmation of pregnancy.

The re-assigned female Atomic Radiation Worker shall have her wages maintained under the following conditions:

- (a) the re-assignment is six months or less, and
- (b) the employee will have no more than three such reassignments, 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' - FOSSIL GENERATING STATIONS

Employees temporarily transferred to the Fossil Business Unit will adopt the work schedules and associated work schedule provisions of the location to which they have been transferred.

Employees returning to their regular work headquarters will assume the same time balance as their crew. Any minus time balances created due to working at the temporary location will be written off. Plus time balances shall be paid for at the appropriate premium rates. In addition, where work load permits, the employee may request time off on an hour for hour basis without pay to be taken within six months.

The following items will apply under the above conditions:

1. Part 'F', Sections 1.0, 1.4, 3.4.9, and 11.0 as contained in the Ontario Power Generation Inc. (Fossil/Hydroelectric) Collective Agreement.
2. The Company will supply the tools for employees while on temporary transfer.

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.

Persons acting as ERT Captains on either drills, training or events shall be paid \$1/hr in addition to their normal pay on that shift.

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 3rd, 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 41 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 41 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) Section 7.0, Positions Excluded as per Article 1
- (2) Section 14.1, Personal Property
- (3) Section 14.2, Access to Radiation Records

- (4) Section 14.3, Ionizing Radiation
- (5) Section 14.4, Radiation Limits
- (6) Section 15.0, Personal Development
- (7) Section 18.0, Emergency Response

22.3

All of the provisions of Part D shall apply, with the following exception:

Section 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 premium rates for all changed hours of work within the notice period.

In the case of illness, which would result in a staff shortage, four (4) days' advance notice will be given when placing an employee on shift.
3. Such a placing on shift work shall not deprive an employee of his/her total number of normally scheduled weekly hours.
4. Revision to the work schedule shall provide for a minimum of 15 hours off between shifts. Failure to provide such time off will require the penalty payment for the first affected shift.
5. Shift differential shall apply to employees required to work on a three-shift schedule or a two-shift schedule and shall not apply for overtime hours.
6. Work in excess of the total number of normal daily hours will be paid at the appropriate overtime rates.
7. Premium payments for work on weekends and statutory holidays will be as shown in Part 'G', Section 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. Section 2.0: Hours of Work - General
2. Section 2.1: Hours of Work- Specific
3. Section 2.2: Hours of Work - Outside Head Office

23.0 CHEMICAL TECHNICIANS/FLMA RADIATION CONTROL AND RADIATION PROTECTION TECHNICIAN IIS

The normal hours of work for all chemical technician / FLMA radiation control and radiation protection technician IIS 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 and radiation protection technician IIS:

1. Sections 8.0 and 9.0 • Supervisors.
2. Section 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 and radiation protection technician IIS:

1. Section 6.0 • Relief Work
2. Section 7.0 • Posting of Vacancies.
3. Section 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) Section 7, Positions Excluded as per Article 1
- (2) Section 14.1, Personal Property

- (3) Section 14.2, Access to Radiation Records
- (4) Section 14.3, Ionizing Radiation
- (5) Section 14.4, Radiation Limits.
- (6) Section 15.0, Personal Development

24.2

All of the provisions of Part D shall apply, with the following exception:

Section 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 premium rates 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' Section 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 sections 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 Principles re: Resourcing for Relief, Acting & Temporary Assignments
- 6.1 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.

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.

2. Employees on Project Crews are considered to be regular employees with all terms and conditions and benefits as per the collective agreement, except as noted in these provisions.
3. Management will review the proposed use of the Project Crews with the **PWU** and solicit input on the Project **Crew(s)** size, composition, source of staff for the **crew(s)**, proposed peak work times, etc.
4. Employees on the Project Crew will be entitled to the same number of yearly hours as a regular employee and be paid for those hours at straight time on the same pay basis as a non Project Crew regular employee.
5. Each employee on the Project Crew may have a different number of hours available to work, due to the application of vacation rights, floating holidays, and statutory holidays. (E.g 2080 hrs minus statutory holidays 80 hrs, minus 3 floating holidays 24 hrs, and appropriate vacation **2/3/4/5/6** weeks).
6. Employees may be required to work days or shift work on **8/10/12** hour schedules up to **60** hours per week and a minimum of **40** hours per week.
7. Shift differential (identified in Part G **Item 3.0**) and payment for scheduled work on weekends and statutory holidays (identified in Part G **Item 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 premium rates for only those days 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.

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.
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. Journey persons 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 successfully complete the requirements of the Apprenticeship program and obtain their Certificate of Qualification in the relevant trade. Upon completion of their 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) Journey person position at Darlington available for transfer to a qualified Journey person from Nuclear for every one (1) Apprentice hired and assigned to Darlington in the same discipline. The Journey person position will be made available when the Apprentice successfully completes the requirements of the Apprenticeship program and obtains their Certificate of Qualification in the relevant trade.
6. To count for the purposes of the ratios in paragraphs 1 and 5, OPG Nuclear will not block the senior qualified Journey person 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 Journey person 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 Journey person position available for transfer, the number of Journey persons 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 **Maintainers** 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.

Intent

OPG Nuclear Apprentice Hiring & Joint Apprenticeship Committee

The purpose of the Apprenticeship Committee referred to in this item is to deal with issues, in a spirit of cooperation and trust as exemplified in the Partnership Agreement relating to staffing issues which may arise affecting Apprentices hired under this item.

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.

- A team will be implemented for Darlington and Pickering to oversee this item. There will be representation from the PWU and Management. These parties will work together in the best interest of the Company and the Apprentice.
- If there are major disagreements, they are to be presented to Sector Vice President PWU-Nuclear and **CNO** for resolution.

APPENDIX A

APPENDIX "A"
FOR SUPPLEMENTARY MAINTENANCE, REPAIR
AND OTHER PWU ASSIGNED WORK

1.0 Interface with 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 Maintainer (Mechanical Trades)
Civil Maintainer I
Civil Maintainer III

2.2 On request of the OPGN Vice President of the 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 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 actually lasts twelve (12) months or greater or;

b) A series of individual projects\outages at a site last 24 months or greater 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 "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 Mr. Martin Teplitsky, or his designate who will 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 and any issue 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 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 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.
- 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 Employees may be name hired from the appropriate Building Trades Union as permitted by the relevant BTU Collective Agreement.
- 4.4 Crew supervision may be performed by regular PWU or Appendix "A" employees and Appendix "A" employees may be intermingled with regular crews.
- 4.5 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.

However, the PWU Vice President may, at his sole discretion, consent to the transfer of a senior steward.

- 4.6. 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 1/06	\$41.55
April 1/07	\$42.80
April 1/08	\$44.08

Mechanical Maintainer	
April 1/06	\$40.96
April 1/07	\$42.19
April 1/08	\$43.46

Civil Maintainer I	
April 1/06	\$37.90
April 1/07	\$39.04
April 1/08	\$40.21

Civil Maintainer III	
April 1/06	\$23.74
April 1/07	\$24.45
April 1/08	\$25.16

COLA applicable to regular employees will apply to Appendix "A" personnel.

- 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 worked as opposed to hours earned.
- 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.
- 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 the Company will be required to "Skill Broaden". Employees may be required to perform additional tasks where there is 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 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 kilometres of the work site they shall receive \$18.21 (effective April 1, 2007, \$18.94, effective April 1, 2008, \$19.32) per day travel allowance for each day worked or reported for.
- (c) If an employees lives within 56-80 radius kilometres of the work site they shall receive \$21.78 (effective April 1, 2007, \$22.65, effective April 1, 2008, \$23.10) per day travel allowance for each day worked or reported for.
- (d) If an employee lives within 80-97 radius kilometres of the work site they shall receive \$25.35 (effective April 1, 2007, \$26.36, effective April 1, 2008, \$26.89) per day travel allowance for each day worked or reported for.
- (e) If an employee lives greater than 97 radius kilometres from the work site and does not qualify for subsistence allowance they shall receive \$29.22 (effective April 1, 2007, \$30.39, effective April 1, 2008, \$31.61) per day 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 \$68.00 (effective April 1, 2007, \$69.80, effective April 1, 2008, \$71.20) 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 \$29.22 per day for each day worked or reported for (effective April 1, 2007, \$30.39, effective April 1, 2008, \$31.61).

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":

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.