

**COLLECTIVE AGREEMENT**

**Between**

**BRUCE POWER LP by its General Partner BRUCE POWER INC.**

**And**

**THE SOCIETY OF ENERGY PROFESSIONALS**

**January 1, 2004 – December 31, 2004**

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

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David Galvin  
Labour Relations  
**Bruce Power**

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Rob Stanley – Vice President  
Bruce Power Local  
The Society of Energy Professionals

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## PART I - PREAMBLE

### 1.0 SOCIETY AND CORPORATE INTERESTS

The object of this Agreement is to promote harmonious relations between **Bruce Power** and employees consistent with the preamble of the Ontario Labour Relations Act and the Canada Labour Code and in recognition of the need for the successful accomplishment of the public purposes for which **Bruce Power** has been established.

The objective of the parties is to facilitate the peaceful adjustment of salaries and benefits, working conditions, issues of fair treatment, all disputes and grievances, and to prevent inefficiencies and avoidable expenses and to reduce unnecessary delays.

**Bruce Power's** mission is to contribute to the enhancement of the quality of life of the people of Ontario by serving their energy needs. The Society's mission is to strive to ensure the best rewards, career opportunities and working conditions for its members. The Society recognizes a responsibility for providing an essential service to the people of Ontario and in working towards the continued viability and continuity of **Bruce Power**. Both parties recognize the fundamental importance of service to **Bruce Power** customers.

The parties recognize that situations may arise where their missions, objectives, or actions come into conflict. These conflicts may impact on the bargaining unit and particularly on supervisory employees represented by The Society. The parties agree that supervisors will be able to participate fully as members and perform supervisory responsibilities without fear of reprisal or recrimination by either party.

### 1.1 Principles

**Bruce Power** and The Society agree to make their best efforts to adhere to the principle statements found in the Articles of the Collective Agreement in a balanced way, recognizing that some principles may compete with others. With the exception of the Principles of Agreement found in the Tripartite Agreement on Health and Safety Committees in Article 89, the parties agree that these principle statements are not subject to the grievance/arbitration procedure on their own standing.

1.2 The following principles were developed by the **Joint Working Party (JWP)** to guide its conduct in negotiations and in its ongoing relationship. **Bruce Power** is encouraged to use these principles at the local level.

1.2.1 Issues and interpretations will be dealt with in an open way with the earliest possible involvement of each party.

1.2.2 Each party will deal with the other in such a way that it effectively demonstrates respect for each individual's contribution and point-of-view.

1.2.3 Bilateral meetings will be conducted on the premise that such meetings are a "safe zone", with no rank within the room, and in an atmosphere where everyone is free to participate and no one dominates.

1.2.4 Common goals/needs will be identified, and both parties will work together to achieve them.



- 1.2.5 The primary focus of the parties will be the customer (Customer means **Bruce Power's** customers, together with Society members. Customer focus also includes being sensitive to the environment - economic, political, environmental, and social).
- 1.2.6 Processes will be designed with the involvement of the people who have the knowledge of the problem or issue. The processes will encourage the resolution of the problem/issue at the level closest to the source.
- 1.2.7 An honest attempt will be made to resolve all problems/issues internally.
- 1.2.8 By virtue of adherence to the above principles, the **JWP** will endeavour to act as an example to the whole organization to show how using those principles, can create a harmonious relationship, while at the same time making the customer the primary focus.

### 1.3 **Partnership Principles**

**Bruce Power** and The Society are committed to a union-management partnership to mutually explore, discuss, and implement new ways to improve business operations, customer satisfaction, the way we work, and quality of work life.

The Partnership mission and objectives are set out in a Tripartite document (**Bruce Power-Society-PWU**) entitled "Partnership – Securing Our Future" dated November 23, 1999.

## PART II - RECOGNITION

### 2.0 RECOGNITION CLAUSE

#### 2.1 Provincial Jurisdiction

**Bruce Power** recognizes The Society as the exclusive bargaining agent for a bargaining unit comprised of:

All employees of **Bruce Power** in the Province of Ontario, employed as supervisors, professional engineers, engineers-in-training, scientists, and professional, administrative and associated employees, save and except for persons who perform managerial functions as distinct from supervisory functions; persons employed in a confidential capacity with respect to labour relations; and persons in bargaining units for which any trade union held bargaining rights as of November 13, 1991.

#### 2.2 Federal Jurisdiction

The Society was certified in May 1995 under the Canada Labour Code for a bargaining unit comprised of the following:

All employees of **Bruce Power**<sup>\*</sup> in the Province of Ontario, employed as supervisors, professional engineers, engineers-in-training, scientists, and professional, administrative and associated employees, save and except for persons who perform managerial functions as distinct from supervisory functions; persons employed in a confidential capacity with respect to labour relations; and persons in bargaining units for which any trade union held bargaining rights as of November 13, 1991.

On April 1, 1998, jurisdiction for labour relations for the above-noted federal bargaining unit was delegated to the Province of Ontario.

#### 2.3 Clarity Notes

2.3.1 For the purposes of clarity, the bargaining units set out above:

Include:

- a) All regular, probationary, graduate students, reduced-hours and temporary employees whose functions are included in the classifications paid from Salary Schedules 01, 02, 04, 05, 11, 12, and 15.
- b) Employees in **Bruce Power** whose full-time duties are security FLM work.

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\* Bruce Power Nuclear is a business unit employing all persons who are employed on or in connection with nuclear facilities that come under Section 18 of the Atomic Energy Control Act.

Exclude:

- a) Those persons who perform managerial functions as distinct from supervisory functions. An employee is performing managerial functions if:
  - i) He/she performs managerial functions such as hiring, promotion, performance increase, discharge, etc., over other employees in the bargaining unit; and  
  
He/she is required to spend the majority of his/her time performing managerial duties; and  
  
He/she supervises at least seven (7) employees (directly and indirectly) on a regular and continuous basis; or
  - ii) He/she supervises persons who are excluded from The Society's bargaining unit by reason of performing managerial functions or being employed in a confidential capacity with respect to labour relations.

### **2.3.2 Definitions**

- a) "Supervisors" means employees who primarily perform supervisory functions, including the requirement to make recommendations regarding any staff or personnel matter. These staff or personnel matters include, but are not limited to, such areas as selection, promotion, appraisal, discipline, transfer, staffing needs, work methods, changes in terms and conditions of employment, grievances, or the interpretation and administration of the applicable Collective Agreement. "Supervisors" includes employees in other employee classifications who perform supervisory functions.
- b) "Professional engineer" means either: a) an employee who is a member of the engineering profession entitled to practice in Ontario and employed in a professional capacity; or b) an employee with equivalent credentials who is in a position that requires engineering expertise and specialized knowledge. This definition includes all employee categories included under the heading of "Professional Engineer" listed in Attachment A to Appendix I "Utilization and Advancement of Professional Engineers and Scientists" in this Agreement. "Professional engineers" includes employees who satisfy these criteria and who are required to perform supervisory functions.
- c) "Engineers-in-training" means an employee who has completed a course of specialized instruction in engineering sciences and graduated from a university or similar institution, who has not satisfied all the requirements for practicing as a professional engineer and who is on a structured training program to partially satisfy these requirements.
- d) "Scientists" means employees who are university graduates in the Natural Sciences, the Applied Sciences, Mathematics or Computer Sciences, who are not classified as professional engineers, and who are engaged in the application of this specialized knowledge in the course of their employment. This definition includes all incumbents in positions identified under the heading of "Scientists" listed in Attachment A to Appendix I entitled "Utilization and Advancement of Professional Engineers and Scientists" in this Agreement. "Scientists" includes employees who satisfy these criteria and who are required to perform supervisory functions.

- e) "Professional employee" means an employee who:
- i) In the course of his/her employment is engaged in the application of specialized knowledge ordinarily acquired by a course of instruction and study resulting in graduation from a university or similar institution; and
  - ii) Is eligible to be a member of a professional organization that is authorized by statute to establish the qualifications for membership in the organization; or
  - iii) Performs the functions, but lacks the qualifications of a professional employee.
- "Professional employees" include employees who satisfy these criteria and who are required to perform supervisory functions.
- f) "Administrative employee" means an employee who normally supervises persons engaged in office administration, construction, security or maintenance work who are represented by another trade union. This definition includes employees who share a community of interest with "supervisors".
- g) "Associated employees" means employees in positions which normally require a university degree or equivalent education or experience. This definition encompasses employees who share a community of interest with "professional engineers", "scientists" or "professionals" and includes, but is not limited to, Nurses and System Control Operators. "Associated employees" includes employees who satisfy these criteria and who are required to perform supervisory functions.

## 2.4 Supervisory Employees - Code of Ethics

**Bruce Power** agrees to include supervisory employees in the bargaining unit on the condition that the parties recognize that supervisory employees will continue to exercise key functions in the control and operation of **Bruce Power**. As members of **Bruce Power** managerial staff, supervisors use judgment to express and make operative the decisions of Management. They are responsible for fostering a healthy work environment. The parties recognize the responsibility of supervisors to discharge their supervisory duties in good faith. The Society and **Bruce Power** will identify, minimize and/or avoid the conflicts/perceived conflicts of interest that may arise concerning the relationship between supervisors, The Society and **Bruce Power**.

It is recognized that supervisory employees may be disciplined for failure to act in good faith as a representative of Management and fulfilling their responsibilities including abuse of supervisory position and breach of trust.

## 2.5 Conflict of Interest - Security Staff

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

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

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

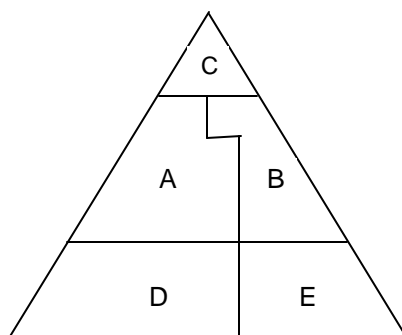
Any conflict of interest involving security staff will be subject to an expeditious internal confidential review/resolution process. If the internal resolution process is not capable of resolving the conflict of interest, then an expeditious external process will be activated.

The Society Board of Directors clearly recognizes the unique position of security staff regarding their relationship with other Society represented employees and will strive to ensure that any conflict of interest which may arise is handled sensitively and expeditiously.

## 2.6 Exclusions Process

**Bruce Power** and The Society agree to the following process for the purpose of excluding new and changed positions from The Society's jurisdiction.

1. The following new or changed job documents or their electronic equivalents in Scenarios A to D will be sent to The Society for their review:



- A - Society Jobs
- B - MF Jobs
- C - Borderline Society/ESR Jobs
- D - Borderline Society/PWU Jobs
- E - MS Jobs

Scenario	New Jobs	Revised Jobs
A	Documents will be sent to The Society after finalization.	<ul style="list-style-type: none"> <li>i) If job leaves Society jurisdiction, documents will be sent to The Society before finalization.</li> <li>ii) If Society jurisdiction does not change, documents will be sent to The Society after finalization.</li> </ul>

Scenario	New Jobs	Revised Jobs
B	Documents for new MF jobs will be sent to The Society before finalization.	If jurisdiction changes to Society bargaining unit, documents will be sent to The Society after finalization.
C	Documents for new first-level ESR jobs will be sent to The Society before finalization.	If jurisdiction changes to Society bargaining unit, documents will be sent to The Society after finalization.
D	<p>Documents for the following new jobs not established as PWU jobs in the past will be sent to The Society before finalization:</p> <ul style="list-style-type: none"> <li>i) Supervisory jobs.</li> <li>ii) Non-supervisory jobs which report to a Society – represented position and are paid at the final step rate at or above MP1 reference point.</li> </ul>	If jurisdiction changes to Society bargaining unit, documents will be sent to The Society after finalization.

2. If there is disagreement concerning jurisdiction of a position, The Society will notify Labour Relations, **Bruce Power** Human Resources within 10 working days of having received the document. The two parties will use the 10 working days to attempt to resolve the dispute.
3. If the two parties are not able to resolve the dispute, Management reserves the right to implement the position with the jurisdiction as proposed. At the same time, The Society has the right to file a grievance over the jurisdiction of the position.
4. Management will notify The Society office of any jurisdictional grievance filed by another trade union against a Society-represented position and will advise The Society of any change in status (e.g., referred to next step, resolved, withdrawn).
5. Attachment 1 is the exclusion form which will be used in accordance with this process. The Society's agreement to exclude any position under this process is without prejudice to its position in any proceedings and will not limit The Society's right to challenge the exclusion at a later point in time.

## ATTACHMENT 1 – REQUEST FOR SOCIETY EXCLUSION

**Note:** Before an occupation code can be issued, completion of the shaded areas by Line Management and/or Human Resources is mandatory.

Date	Job Title	Schedule/Grade
Business unit	Division	Department

- This is a:  new document  
 revised and previously excluded document - existing occupation code:  
 revised and previously included document - existing occupation code:
- Managerial Exclusion     Confidential Exclusion     Within Another Trade Union

<p style="text-align: center;"><b>SOCIETY UNIT DIRECTOR</b></p> <p><input type="checkbox"/> Agreed                      <input type="checkbox"/> Disagreed</p> <p>If disagreed, why?</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>Society Unit Director (signature)</p> <p>_____</p> <p>Date: _____</p>	<p style="text-align: center;"><b>SOCIETY STAFF OFFICER</b></p> <p><input type="checkbox"/> Agreed                      <input type="checkbox"/> Disagreed</p> <p>If disagreed, why?</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>Society Staff Officer (signature)</p> <p>_____</p> <p>Date: _____</p>
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***(The Society's agreement to exclude any position from its jurisdiction is without prejudice to challenge this exclusion at a later point.)***

<p>Line Management (signature)</p> <p>_____</p> <p>Date: _____</p>	<p>Human Resources Department (signature)</p> <p>_____</p> <p>Date: _____</p>
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**Note:** See Article 2 of The Society-**Bruce Power** Collective Agreement for the complete Recognition Clause and Letter of Understanding, dated Oct. 4, 1994. For clarification or information regarding exclusion, please contact your Human Resources Officer or Labour Relations - Corporate HR or The Society Office or a Society Unit Director.

## **2.7 Successor Rights**

2.7.1 **Bruce Power** agrees that it will not directly or indirectly request government to exempt the Company or The Society from the successor rights provisions of the applicable labour relations legislation.

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

## **3.0 EMPLOYEE CLASSIFICATIONS**

### **3.1 Probationary Employees**

A probationary employee is an employee, who is hired on a trial basis with the prospect of being reclassified as a regular employee, if the employee's performance satisfactorily meets the job requirements. The probation period is normally a minimum of three months and a maximum of six (6) months. After six (6) months, the employee will either be made regular, transferred to another probationary position or terminated unless there is an expectation that a longer probationary period will result in improvement in a specific area which has been identified to the employee (e.g., completion of a training course or a specific work assignment, interrupted probationary period as a result of parental leave, etc.) The employee's benefits and working conditions are the same as regular employees with exceptions identified in the provisions where different treatment has been agreed to.

### **3.2 Regular Employees**

A regular employee is an employee who has either served the required probationary term or has previously been employed in one of the other categories and has satisfactorily met the job requirements. The employee occupies a position that is considered part of the ongoing organization of **Bruce Power**.

#### **3.2.1 Reduced Hours of Work Regular Employees**

A reduced hours of work regular employee is an employee who has regular status but works less than the base hours for a full-time position. The employee's benefits and working conditions are pro-rated and based on the entitlements of the regular employees. The pro-rating is described in Article 71 (Reduced Hours of Work).



### **3.3 Temporary Employees**

3.3.1 A temporary employee is an employee who is hired for short-term work assignment which is not ongoing (i.e., normally 12 months or less and not extending beyond 24 months). The employee's benefits and working conditions are as per Article 34 (Temporary Employees).

#### **3.3.2 Reduced Hours of Work Temporary Employees**

A reduced hours of work temporary employee is an employee who has temporary status but works less than the base hours for a full-time position. The employee's benefits and working conditions are pro-rated as per Article 34 (Temporary Employees).

#### **3.3.3 Student Employees**

A student employee is an employee who is hired for short-term work which is not ongoing. He/she is normally in the process of completing his/her post-graduate studies and is expected to return to his/her studies after an agreed employment period. The employee's benefits and working conditions are as per Article 34 (Temporary Employees).

### **4.0 SERVICE CREDIT DEFINITIONS**

Service credits shall be based on all previous full-time (regular, temporary and casual) service and part-time/reduced hours (regular and temporary) unless otherwise specified.

#### **4.1 Established Commencement Date (ECD)**

The "ECD" represents the latest date of hire, subject to authorized adjustments for previous service as detailed below.

a) Regular

The ECD for regular employees is calculated by giving service credits for:

- Probationary employment.
- 100% of employment service in an acquired Company.
- Previous regular and temporary (full-time and reduced hours employment), if there has been no break in service exceeding twelve (12) months.
- Previous casual construction employment if there was no break in employment exceeding three (3) months (or 12 months for casual construction employees on the Pension and Insurance Plan).

(The ECD has an impact on sick leave and severance pay.)

b) Temporary

The ECD for temporary employees is calculated by giving service credits for:

- Previous temporary employment, if there has been no break in service exceeding 3 months and employee has less than 12 months service.
- Previous temporary employment, if there has been no break in service exceeding 12 months and employee has greater than 12 months service.

(The ECD has an impact on statutory holidays and floating holidays.)

#### 4.2 Vacation Credit Date (VCD)

The VCD represents all service regardless of breaks. While a regular employee, service credits shall be based on the current ECD and adjusted for all previous periods of **Bruce Power** employment. All employees who currently work reduced hours or have done so in the past, will have such service calculated as if were full-time.

(VCD is used to determine vacation bonus.)

#### 4.3 External Experience Value (EEV)

The EEV represents a vacation credit quantity expressed in number of years, months and days for external work experience granted to qualifying regular employees (Section 38.7). The EEV and VCD determine total years credit for vacation entitlement (days) and the length of service based search notice period (Article 64 - Search Notice Period).

#### 4.4 Service Recognition Date (SRD)

The SRD for regular employees represents all service while a **Bruce Power** employee on payroll regardless of breaks in employment. Service credits shall be based on the last hire date and adjusted for all previous periods of **Bruce Power** employment. All employees who currently work reduced hours or have done so in the past, will have such service calculated as if it were full-time (it should never be pro-rated).

##### **Authorized Adjustments:**

a) Personal Leaves of Absence

SRD includes the time an employee is on "leave", if the employee is on a:

- Personal leave of absence with pay; or
- Personal leave of absence without pay which is less than 15 working days; or
- Personal leave of absence without pay which is more than 15 working days and which was started on or after April 15, 1993 - only that portion which was taken during the period from April 15, 1993 to August 31, 1997.
- Prepaid leave of absence, under the enhanced leaves of absence policy dated April 16, 1993, greater than eight (8) weeks.

b) Pregnancy/Parental Leaves

SRD includes the time an employee is on a pregnancy/parental leave (previously referred to as normal or extended maternity/adoption leave).

c) Job Sharing

SRD is calculated as if the employee is working full-time hours.

d) Work Sharing

SRD is calculated as if the employee is working full-time hours.

(SRD has an impact on recognition of employee service at years 25 and 40, Quarter Century Club Membership and seniority [Article 64])

#### 4.5 “Eligibility Service” or “Continuous Employment” for Pension Purposes

Generally, it is the number of years (including a portion of a year) a pension plan member has been continuously employed in which there has been no break in employment exceeding **12 months**. It includes previous **Bruce Power** pensionable service which has been reinstated; external service which has been transferred into the pension plan under a reciprocal pension transfer agreement; and periods of pregnancy/parental leave. It may include certain types of non-regular service purchased under special provisions. It generally excludes leaves of absence without pay except where the employee elects to pay the pension contribution. The exceptions are detailed in the pension rules.

Eligibility Service (ES) is used as an eligibility criteria for early retirement and the associated early retirement discounts; and in conjunction with Membership Service (i.e., the service subsequent to the date actually joining/started contributing to the Plan) and Age, to determine death and termination benefit entitlements.

#### 5.0 TEMPORARY ASSIGNMENTS

There may be instances when employees are temporarily removed from their normal duties to perform work outside of The Society's bargaining unit. Likewise, employees from outside of the bargaining unit may be assigned temporarily to work within The Society's bargaining unit.

In such instances, the parties agree that:

##### 5.1 Employees Temporarily Excluded from Society Jurisdiction

5.1.1 The Society shall be given prior notice of any temporary assignment exceeding three months' duration that **Bruce Power** considers outside the bargaining unit, along with a rationale for the proposed exclusion.

5.1.2 The Society shall continue to represent employees who have been temporarily removed from their regular positions to perform work outside the bargaining unit for the first three months of the temporary assignment. Dues shall be deducted and remitted to The Society for the three-month period.

5.1.3 Except where otherwise specified in this Agreement, Society-represented employees who are temporarily assigned to positions outside the bargaining unit shall have access to all benefits, plans or entitlements under Part IX (Health Benefits), Part X (Pension and Insurance), Part XI (Relocation Assistance), and Articles 64 (Employment Continuity) and 65 (Vacancies) of the Collective Agreement for the full duration of the assignment.

## 5.2 Employees Temporarily Included in Society Jurisdiction

5.2.1 **Bruce Power** personnel from outside The Society's jurisdiction temporarily assigned work within Society jurisdiction shall be represented by The Society for that portion of the assignment extending beyond three months. Dues shall be deducted for the period beyond three months, **except when the expected duration of the assignment will be longer than three months, in which case dues shall be deducted from the commencement date of the assignment.**

5.2.2 During the period of Society representation, temporarily included employees shall be subject to the provisions of the Collective Agreement, but the following shall not apply:

- Article 20, 21, (excluding 31.4), 32 (Performance Pay Plan), 33
- Part VIII (Absence from Work)
- Part IX (Health Benefits)
- Part X (Pension and Insurance)
- Part XI (Relocation Assistance), except for Article 55 (Compensation when Assigned to Temporary Work Headquarters)
- Article 63
- Part XIII (Working Conditions)
- Other provisions or Agreements to the extent they concern the above.

## 5.3 Grievance

The Society's Complaint and Grievance/Arbitration procedure shall apply to any dispute relating to an applicable provision of The Society's Collective Agreement, including any dispute as to whether the Collective Agreement is applicable in the circumstances. The employee and/or the employee's bargaining agent retain any rights in respect of terms and conditions of employment to which The Society's Collective Agreement does not apply.

## 6.0 EMPLOYEES ON TEMPORARY OUT-OF-PROVINCE ASSIGNMENT

### 6.1 Terms and Conditions of Employment During Assignment

6.1.1 When a Society-represented employee accepts a temporary assignment outside Ontario, the employee:

- a) Retains his/her status as an employee of **Bruce Power**.

- b) Continues to accrue service credit for all purposes under Article 4 of the Collective Agreement.
- c) Is required to pay Society dues during the term of any assignment beginning on or after January 1, 1995.
- 6.1.2 The employee remains represented by The Society until he/she begins this assignment. When an employee accepts a personal services contract, that contract together with this Article shall constitute the employee's complete terms and conditions of employment for the full term of the assignment. **Bruce Power** will advise The Society after a personal services contract with a Society-represented employee is signed.
- 6.1.3 **Bruce Power** will indemnify, or cause to be indemnified, each employee who, in the course of work on temporary out-of-province assignment, becomes subject to a claim made against him/her or to a threat of discipline from an association with statutory power to apply professional standards. **Bruce Power's** "Employee Indemnification Policy" (08-03-01) will apply unless indemnification provisions specific to a given contract or project are identified in the personal services contract.
- 6.2 Filling the Pre-Assignment Position**
- Before the employee commits to the assignment, Management will determine whether it intends to fill the position on a temporary or regular basis and discuss the decision and rationales with the employee. **Bruce Power** will inform the employee of any intent to change this plan while the employee is on an out-of-province assignment.
- 6.3 Redeployment Upon Completion of Assignment**
- 6.3.1 The line manager in the employee's pre-assignment Business Unit shall provide or shall identify appropriate personnel to provide the returning employee with employment-related information and assistance and to carry out the provisions of this Subsection upon completion of the assignment and return to Ontario.
- 6.3.2 When the employee's pre-assignment position with **Bruce Power** continues to exist and has not been filled or has been filled temporarily, the employee shall return to that position.
- 6.3.3 When the employee's pre-assignment position with **Bruce Power** no longer exists or has been filled regularly, and the employee is not surplus by operation of Article 64, the employee shall be placed in a **Bruce Power** vacancy for which he/she is qualified, in the following order:
- a) A lateral vacancy within the employee's pre-assignment Business Unit at the pre-assignment location.
  - b) Within the pre-assignment Business Unit, a choice of a lateral vacancy at a new location, or a vacancy within two salary grades lower at the pre-assignment location.
  - c) Within the pre-assignment Business Unit, a vacancy within two salary grades lower, in a new location.
  - d) Redeployment in accordance with Article 64.

- 6.3.4 Placements under Subsection 6.3.3 (a), (b) or (c) above are exceptions to **Bruce Power** posting requirements, consistent with Subsection 65.6.1 (b).
- 6.3.5 When there is a reasonable expectation that an employee will be placed in a different position upon return from a temporary out-of-province assignment, **Bruce Power** will identify and notify the employee of potential placements. An employee who is not placed within 30 days of completion of the assignment and return to Ontario shall have the right to be redeployed in accordance with Article 64.

#### **6.4 Employment Continuity During Temporary Out-of-Province Assignment**

- 6.4.1 Employees on temporary out-of-province assignments will be neither advantaged nor disadvantaged with respect to rights under Employment Continuity upon return from the assignment. When an employee's pre-assignment position has been included in a Unit of Application for redeployment under Article 64, the employee will be redeployed in accordance with Article 64.

The Joint Redeployment Planning Team (JRPT) will consider issues such as:

- The number of employees within the unit of application who are on temporary out-of-province assignments.
- The duration of the assignments.
- The seniority of the affected employees.
- The qualifications of the affected employees.
- The ability to factor the employee into the ongoing joint planning efforts (i.e., will the employee be returning during or shortly after the joint planning process).
- The ability to fill positions in the new organization on a temporary assignment basis in order to accommodate a returning employee.
- The need to fill positions in the new organization on a continuing basis.
- The need to keep employees apprised of developments within their unit of application that may impact on their job status during the assignment.

- 6.4.2 If an employee is declared surplus while he/she is on temporary out-of-province assignment, the employee will be notified and all surplus entitlements will be deferred until the employee completes the assignment and returns to Ontario.

- 6.4.3 An employee on temporary out-of-province assignment who is subject to redeployment under Article 64 in his/her absence and the JRPT determines:

- a) The employee would have been matched to a position by virtue of seniority and qualifications and is, therefore, deemed not surplus.
- b) The employee will not be matched in the redeployment; then the employee will be entitled to treatment under Section 6.3 above.

## 7.0 MID-TERM AGREEMENTS - BUSINESS UNITS

The following principles were developed by the **JWP** to govern negotiations of Mid-Term Agreements at the Business Unit level that may alter by joint agreement an item or a range of items found in Attachment A.

### 7.1 Principles

- a) There is a need for a negotiating forum that is capable of responding quickly to unique local conditions and circumstances within the Business Unit, including specific legal requirements that may be applicable to a Business Unit, consistent with the principles in Article 1.
- b) Joint negotiations on items and issues specific to the employees within one Business Unit may occur at that level rather than the **JWP/Bruce Power** level to the extent that such issues can be resolved there.
- c) It is the intent that Business Unit negotiations provide for increased efficiency and effectiveness in the bargaining interface with Society overall.
- d) It is the intent that Mid-Term Agreements entered into by one Business Unit will not prejudice other Business Units.
- e) It is the intent that Mid-Term Agreements signed by individual Business Units will not impede the mobility of employees outside of, or within, the Business Unit in pursuing their career objectives, or form barriers for employees transferring between Business Units.

### 7.2 Issues that may be the Subject of Business Unit Mid-Term Agreements

The **JWP** agrees that Business Units have local authority to enter into Mid-Term Agreements with The Society on the items listed in Attachment A. Such Mid-Term Agreements will be included in a mid-term section of the Collective Agreement. The terms of the Mid-Term Agreement will specify if they are to augment, amend, supersede, or run concurrently with the general provisions in the Collective Agreement. The provisions of the Collective Agreement represent the default where local negotiations either do not take place or fail to come to an agreement.

Attachment A may be amended by joint agreement at the **JWP** at any time in accordance with the above-stated principles.

### 7.3 Approvals

Mid-Term Agreements on items listed in Attachment A will be signed by the Business Unit leader (or equivalent) and the Unit Director(s) whose unit encompasses The Society members in the Business Unit or a Principal Officer from within the Business Unit, subject to the normal internal review and ratification process. Other items developed at the Business Unit level are subject to **JWP** approvals as set out in Section 99.2.

#### **7.4 Scope**

Agreements signed at the Business Unit level apply within that Business Unit only and will not be used by either party as a precedent or an example of how to interpret the Collective Agreement.

#### **7.5 Duration**

Such agreements will have either expiry dates, which may go beyond the life of the Collective Agreement, and/or cancellation clauses. Upon expiry or cancellation, the normal provisions of the Collective Agreement apply unless otherwise agreed.

Prior to negotiations at the **JWP** for the purpose of renewing the Collective Agreement, a joint committee at the Business Unit level may meet for a fixed period of time to address items put forward by either party including the renewal of Mid-Term Agreements. If a settlement is not reached, items may be forwarded, by either party, to the **JWP** for resolution through the normal dispute resolution processes including mediation-arbitration.

Mid-Term Agreements are subject to the same grievance and arbitration provisions as are other items in the Collective Agreement unless otherwise agreed to by the parties.

#### **7.6 Responsibilities**

Each party will appoint an equal number of representatives to a Joint Society/Business Unit Team which may include resource persons from outside the Business Unit. Management recognizes that the effectiveness of negotiations and joint processes at the local level depends on Society representatives having adequate time off from normal duties to prepare/negotiate agreements. As such, the Business Unit will commit to providing reasonable time for the preparation and negotiation of local issues. Participation on joint teams will not be used to limit or adversely bias an employee's standing in job competitions or performance evaluations.



## ATTACHMENT A

Item	Collective Agreement Reference
Performance Pay Complaints (administration only)	Section 21.3
TMS Relativity Payment Formula	Sections 30.1 & 30.2
Holiday Shutdown	Section 39.1.4
Minimum Moving Distance (eligibility only)	Section 52.2
Extension of 12 Week Decision Period (Relocation)	Subsection 52.3.3
Lump Sum Payments in Lieu of Expenses	Subsection 52.3.3
Compensation When Assigned to Temporary Work Headquarters	Article 55
On-Call Service	Article 56
Travel Time	Article 58
Shift Work (M&P, TMS/TS, OSS)	Article 59 (except 59.3)
Shift Work (FM&P)	Article 60
Compensation and Working Conditions - 12 Hour Shift Schedule	Article 61 (except 61.2 and 61.3)
Shift Turnover	Article 62
Compensation for Authorization as a Nuclear Shift Supervisor	Article 63
Alternate Hours of Work Arrangements	Article 70
Reduced Hours of Work (RHOW) Arrangements	Article 71
Work Sharing	Article 73
Assignment of Non-Bargaining Unit Work During a Strike/Lockout	Section 74.2
Teleworking	Article 75
Special Clothing	Article 80
Personal Time Off	02-03-04 June 1989 HRPP
Bush Fire/Volunteer Fire Fighting	Article 82
Deferment/Interruption of Vacation	Article 38.15
Extreme Winter Weather Conditions	Article 84
Commuting Allowance	04-02-06 January 1992 HRPP p. 4 & p. 21

## PART III - VOLUNTARY RECOGNITION AGREEMENT

### 8.0 VRA AMENDMENTS

A Voluntary Recognition Agreement (VRA) between **Bruce Power** and The Society came into effect on January 14, 1992. A complete text of the VRA between **Bruce Power** and The Society is found in Appendix IX. The VRA, as amended in this Article, is applicable to **Bruce Power**. The VRA shall remain in effect thereafter except for Sections 4.0 and 5.0 of the VRA (outlined in Articles 14 and 15 of this Agreement) which may be terminated by written notice by either party not less than six months prior to the expiry of the Collective Agreement in operation on January 1, 2005 or any subsequent Collective Agreement. In the event that The Society provides notice of termination of Sections 4.0 and 5.0 of the VRA, **Bruce Power** may require that the supervisors defined in Section 8.1 form a separate bargaining unit for which The Society shall be recognized as the bargaining agent and for which there shall be a separate Collective Agreement. In addition, The Society shall continue to be recognized as the bargaining agent for non-supervisory staff defined in the VRA. Disputes on the identification of supervisors shall be submitted to a mutually acceptable arbitrator for settlement. If the parties fail to agree to appoint an arbitrator, either party may refer the matter to the Minister of Labour (provincial or federal) or the Chief Justice of the Ontario Court of Justice who shall appoint a single arbitrator. The arbitrator will have the power accorded arbitrators under the Ontario Labour Relations Act and the Canada Labour Code. If **Bruce Power** provides notice of termination of Sections 4.0 and 5.0 of the VRA, it shall continue to recognize The Society as representing all employees in one bargaining unit as per the VRA and ensuing Collective Agreements.

In the event that either party desires to amend the VRA on or after January 1, 2005, it must notify the other party in writing not less than six months prior to the expiry of the Collective Agreement in effect on January 1, 2005 or thereafter six months prior to the expiration of any subsequent Collective Agreement. In such circumstances the parties will have the right, if either party so chooses, to appoint a mutually agreeable mediator for the purpose of reaching a settlement of the issues and where there is mutual agreement the mediator shall arbitrate outstanding matters in dispute.

Notwithstanding the above, the parties may mutually agree to amend the VRA at any time.

### 8.1 Supervisory Employees

For the purposes of this Article, the parties agree that Supervisory positions are those that are not excluded under Article 2.0 above and that satisfy the following criteria:

- a) Employees on Salary Schedule 01 or 11 who under Plan A "Nature of Supervision" have either Degree 3 (or higher) or its equivalent.
- b) Employees on Schedules 02, 05, 11, 12, 15 on condition they normally supervise other employees.

## PART IV - COLLECTIVE AGREEMENT TERM – NO STRIKE/NO LOCKOUT

### 9.0 COLLECTIVE AGREEMENT TERM - NO STRIKE/NO LOCKOUT

9.1 This Collective Agreement shall remain in effect from January 1, 2004 to December 31, 2004 inclusive and, thereafter, shall be renewed automatically from year to year, subject to Section 4.0 of the Voluntary Recognition Agreement (VRA) as amended in the Collective Agreement, unless either Party notifies the other in writing not less than 90 days prior to the expiration of the Collective Agreement that it desires to amend the Collective Agreement. As long as Sections 4.0 as amended and 5.0 of the VRA remain in effect, where notice to amend the Collective Agreement is given, the provisions of this Collective Agreement shall continue in force until a new Collective Agreement is signed.

### 9.2 No Strike/No Lockout

The Society, employees within the scope of the bargaining unit, and **Bruce Power** are pledged to the effective and efficient operation of **Bruce Power** and they pledge themselves, individually and collectively, to refrain from taking part in strikes, lockouts or sympathy strikes and other interference with work or production as long as the terms and conditions in Section 4.0 of the VRA continue.

Nothing in this Collective Agreement is intended to interfere with the exercise of lawful economic sanctions under the Ontario Labour Relations Act and the Canada Labour Code by any member of the bargaining unit or bargaining units as the case may be or by The Society itself should either party to the Agreement elect to terminate Sections 4.0 and 5.0 of the Voluntary Recognition Agreement.

## PART V - UNION SECURITY

### 10.0 SOCIETY MEMBERSHIP AND DUES DEDUCTION

#### 10.1 Membership in The Society

The Society agrees to permit members to withdraw from membership in The Society.

#### 10.2 Dues Deduction (Rand Formula)

Society dues, as prescribed by The Society Constitution, or an equivalent amount, shall be deducted monthly (or more frequently if agreed) by **Bruce Power** by compulsory payroll deductions from all Society-represented employees and shall be forwarded to The Society on their behalf with a list of appropriate employee information.

The Society confirms it will respect the applicable provisions of the Ontario Labour Relations Act (RSO 1990) and the Canada Labour Code with respect to bona fide religious convictions or beliefs.

#### 10.3 Bargaining Unit Information

Management agrees to provide The Society with the following, on a regular basis:

- a) A copy of the appointment letter, for employees newly represented by The Society, within a reasonable period of time.
- b) Detailed records of dues deducted.
- c) Detailed information on the membership, including:
  - Occupation Code, Job Title, Salary Schedule, Salary Grade, Organization (e.g., Business Unit/Division/Department), Mailing Location, Phone Number.

### 11.0 PRINCIPLES REGARDING INVOLVEMENT WITH RESPECT TO SUCCESSOR RIGHTS

Consistent with the parties' commitment to deal with issues in an open and co-operative manner with the earliest possible involvement of each party, the parties have developed the following principles and intent:

- a) Prior to the finalization of negotiations that could lead to the sale of all or part of the business, privatization of all or part of a Business Unit, the creation of joint ventures or partnerships or other enterprises which could adversely impact on The Society's bargaining rights or the contractual rights of its members, The Society will be consulted to the extent that circumstances reasonably permit. The Society agrees that confidentiality will be maintained.
- b) The parties agree to attempt to minimize the negative impacts on **Bruce Power** employees in these circumstances. Where it is in the mutual interests of the parties, they will make their best efforts to identify and investigate new opportunities to spin-off parts of **Bruce Power**.

- c) **Bruce Power** agrees to apprise any external third party involved in negotiations that **Bruce Power** has employees represented by The Society and **Bruce Power** will undertake to provide The Society with an opportunity to present its interests to the third party.

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## PART VI - DISPUTE RESOLUTION PROCESSES

### 12.0 NO DISCRIMINATION

#### 12.1 Human Rights

Every employee has a right to be free of harassment and discrimination in the workplace on the basis of prohibited grounds, as outlined in the **Bruce Power** Human Rights Policy. An employee who has a harassment or discrimination complaint on the basis of these grounds will have access to **Bruce Power** Human Rights and Complaints resolution process.

Any Society-represented employee involved in **Bruce Power** Human Rights and Complaints process may consult with and be accompanied by a Society representative if he/she chooses to do so. No record of a complaint will be maintained in an employee's personnel file, except in the case of individuals who have received disciplinary action. Any person against whom a formal complaint is filed must be given particulars of the complaint.

As long as an employee has an active complaint of discrimination or harassment on the basis of prohibited grounds, either under **Bruce Power's** Human Rights and Complaints process or with the Human Rights Commission, The Society will not make such a complaint or **Bruce Power** process the subject of a grievance on the employee's behalf.

#### 12.2 Union Activity

**Bruce Power** shall not discriminate against an employee on the basis of membership or activity in The Society. An employee who has a complaint of such discrimination shall have the right to seek redress under the Grievance and Arbitration Procedure.

### 13.0 EMPLOYEE INDEMNIFICATION

13.1 **Bruce Power** will provide assistance and financial indemnification to an employee who, as a consequence of performing the normal duties of his/her job for **Bruce Power**, is made, or threatened to be made, a party to a civil action or a criminal proceeding (other than for offenses under the Criminal Code of Canada) or quasi-criminal proceeding, or other administrative proceeding (such as formal complaint filed with the Human Rights Commission), or is subject to a threat of discipline or actual discipline from an association that is empowered by statute to regulate professional standards.

Notwithstanding the above paragraph, **Bruce Power** will not provide financial indemnification to an employee considered by **Bruce Power** to have acted with dishonesty, bad faith, or with intentional or reckless disregard for the best interests of **Bruce Power**.

An employee who is subject to prosecution under criminal law (Criminal Code of Canada) as a consequence of performing the normal duties of his/her job and found to be not guilty, or against whom charges have been dropped, may receive financial indemnification. More details are found in the **Bruce Power** policy.

## 14.0 VOLUNTARY RECOGNITION AGREEMENT DISPUTES

### 14.1 Enforcement

The primary method of enforcement of the Voluntary Recognition Agreement shall be pursuant to the grievance and arbitration provision in this Collective Agreement. However, should the Collective Agreement not be in operation or applicable to the dispute, either party shall have the right to refer to final and binding arbitration any differences between the parties arising from the interpretation, application, administration or alleged violation of the Voluntary Recognition Agreement, including any question as to whether a matter is arbitrable.

Subject to the conditions of this Agreement, if a mediator or arbitrator is not appointed within 30 days of a matter being referred to mediation and/or arbitration, either The Society or **Bruce Power** shall have the right to refer the matter to the Minister of Labour (provincial or federal) or the Chief Justice of the Ontario Court of Justice and the Minister or Chief Justice shall appoint a mediator and/or arbitrator. The arbitrator will have the power accorded under the Ontario Labour Relations Act and the Canada Labour Code.

### 14.2 Selection of Mediators and Arbitrators

Mediators and arbitrators shall be selected from the list of mutually acceptable persons which include those set out in Appendix V of the Collective Agreement and the costs of using them will be shared equally by **Bruce Power** and The Society.

## 15.0 COLLECTIVE AGREEMENT NEGOTIATION DISPUTES

Future contract negotiations disputes shall be resolved by binding arbitration.

The dispute resolution process shall be mediation-arbitration using the same individual as both the mediator and arbitrator. The negotiating process is set out in full in Appendix VII.

The mediator-arbitrator shall consider the following issues as relevant to the determination of the award on monetary issues:

- a) A balanced assessment of internal relativities, general economic conditions, external relativities.
- b) **Bruce Power** need to retain, motivate and recruit qualified staff.
- c) The cost of changes and their impact on total compensation.
- d) The financial soundness of **Bruce Power** and its ability to pay.

A mediator-arbitrator shall have the power to settle or decide such matters as are referred to mediation-arbitration in any way he/she deems fair and reasonable based on the evidence presented by representatives of **Bruce Power** or The Society in light of the criteria in items (a) to (d) and his/her decision shall be final and binding.

## 16.0 COMPLAINT AND GRIEVANCE/ARBITRATION PROCEDURE

### 16.1 Preamble and Principles of Operation

The following dispute resolution procedure consists of three steps: a complaint process (Step 1), a Joint Grievance Resolution Committee (JGRC) (Step 2) and an expedited or regular arbitration (Step 3A or 3B). These processes will be used by the Parties in order to resolve complaints and grievances submitted by Society-represented staff, The Society, or **Bruce Power** unless the parties have expressly agreed elsewhere in this Agreement on alternate dispute resolution processes to limit the scope of the grievance/arbitration procedure.

Early discussions and resolutions at the lowest level possible are encouraged because this leads to addressing issues before a grievance is lodged, and are key to maintaining a positive working relationship.

The Parties recognize the need to share information and openly discuss options for resolution at all levels of the complaint and grievance process. This is to ensure a common understanding of all the facts and will enhance the chance of a mutually acceptable resolution. It is understood that proposals for settlement discussed during Steps 1 and 2, or during attempts at mediated resolutions, will not prejudice either party at the arbitration stage.

This process should have the flexibility to respond to the advantages gained through a problem-solving approach to dispute resolution.

This process is designed to be simple, efficient, and understandable for all parties involved.

### 16.2 Definitions

#### a) Employee Complaint

An employee complaint is a claim of unfair treatment that an employee has requested The Society to present on the employee's behalf. An employee complaint, which does not meet the criteria of an employee grievance, shall not be subject for the grievance/arbitration procedure.

#### b) Employee Grievance

An employee grievance is defined as any dispute between **Bruce Power** and The Society arising from the application, administration, interpretation or alleged violation of the Collective Agreement, or unreasonable exercise of Management discretion in the administration and application of the Collective Agreement. An employee grievance shall be filed at Step 2, normally following consideration of an employee complaint at Step 1.



c) Group Grievance

A Group grievance is defined as any dispute between **Bruce Power** and The Society arising from the application, administration or alleged violation of the Collective Agreement, or unreasonable exercise of Management discretion in the administration and application of the Collective Agreement relating to the same dispute by more than one employee. A Group grievance shall be filed at Step 2. Grouped complaints will normally be considered at the Complaint Step if the employees report to a single supervisor.

d) Policy Grievance

A Policy grievance is defined as any dispute between **Bruce Power** and The Society arising from matters of application, administration, interpretation, or alleged violation of the Collective Agreement. A policy grievance shall be filed at Step 2, and must be filed within 60 days after the circumstances giving rise to the grievance have come or ought to have reasonably come to the attention of The Society.

e) Management Grievance

**Bruce Power** may present to the **Joint Working Party** any complaint with respect to the conduct of The Society. If such a complaint is not resolved, it may be treated as a grievance and referred to arbitration under the provisions of this Article.

### 16.3 Scope Notes

Grievances concerning the Performance Pay Plan will be processed in accordance with Article 20.

Job evaluation complaints shall be processed in accordance with this Article.

Disputes concerning Article 90 relating to the Occupational Health and Safety Act or Part II of the Canada Labour Code will normally be referred to the Ministry of Labour consistent with Article 91.

The scope of the Complaint and Grievance/Arbitration process includes policies listed in Article 97.

The grievance/arbitration procedure may be used to challenge any unreasonable, arbitrary or bad faith action taken by **Bruce Power** which results in the exclusion of any employee or position from the bargaining unit. The Parties will attempt to resolve disputes expeditiously. The Society may initiate an unresolved dispute as a Policy Grievance.

### 16.4 Timeliness

The grievance procedure shall proceed without unnecessary delay. It is recognized that in some cases strictly enforced time limitations may interfere with a mutually acceptable process of fact finding or problem resolution. However, either Party may invoke a time limitation upon five (5) days' written notice to the other Party. Except by mutual agreement, time limits for initiating a complaint/grievance, however, must be adhered to.

## 16.5 Step 1: Employee Complaint

- f) A Society Unit Director or Delegate must file an employee's complaint with the complainant's supervisor within 30 working days of the date the employee should reasonably have been aware of the action or decision-giving rise to the complaint. The Society Office will provide a form outlining the grievor's complaint, proposed resolution and identifying the employee's Society representative. Management's representative will be identified by the local Human Resources Office.
- g) Employee complaints must normally be raised with the employee's supervisor and/or Society Delegate and every effort should be made to resolve it informally. **Bruce Power** will provide independent facilitation where the Parties agree that this is a reasonable approach to resolving the complaint.
- h) Where mutually agreeable, The Society may initiate an employee grievance arising from disciplinary suspension or discharge directly at Step 2. Benefits grievances shall be initiated at Step 2.
- i) Local management and The Society representative will meet to attempt resolution within ten (10) working days of the date that the complaint is filed. Where mutually agreeable, the employee may attend the Step 1 meeting. Any resolution at Step 1 will be without prejudice and will not constitute a precedent in any other matter between the Parties except by written agreement.

## 16.6 Step 2: Meetings of the Joint Grievance Resolution Committee

- j) The Society may file an employee grievance at Step 2, within ten (10) working days of the Step 1 meeting. A Policy grievance shall be initiated at Step 2. A grievance must be filed by letter from a Vice-President of The Society, or designate, to a management designate. This letter will outline the grievance and proposed resolution. Management will keep The Society apprised at all times as to the management designates for the purposes of receiving Step 2 letters.
- k) Prior to 2<sup>nd</sup> Step the Parties will use their best efforts to identify the issue(s), the basis of the grievance and areas of agreement and disagreement. One week before each Step 2 meeting, the parties will exchange briefs outlining the issues, providing the facts and information relevant to the grievance, and containing proposals for settlement of the grievances scheduled for the meeting.
- l) The parties will form a standing Joint Grievance Resolution Committee that will meet on a pre-booked, bi-monthly basis. Each party will appoint two standing members to this Committee. These appointees must be representatives with decision-making authority.
- m) A Step 2 grievance may be resolved by written agreement of the JGRC. Such resolution shall be final and binding on the Parties. The JGRC may, on consensus, refer a grievance back to local parties for resolution with additional guidance and/or information. Nevertheless, if resolution is not achieved before the date of the next Step 3A meeting, the grievance will be automatically referred to arbitration.

## 16.7 Step 3 - Grievance Mediation and/or Arbitration

- a) Where resolution is not achieved at Step 2, grievance will automatically advance to Step 3A (expedited arbitration) or Step 3B (regular arbitration) unless withdrawn by The Society.
- b) Grievances will advance to expedited mediation/arbitration (Step 3A) unless based on:
  - Termination or Discipline
  - Harassment or discrimination
  - Policy Grievances

Grievances excluded per the above will proceed to regular Arbitration unless both parties agree that the expedited process is appropriate.

- c) **In all cases, a single Mediator and/or Arbitrator will be used as per the following list: Frederik von Veh, George Surdykowski, Jules Bloch and Gail Brent (in that order of rotation).**
- d) **Upon notice, each Mediator and/or Arbitrator will be given the opportunity to schedule a hearing date within a 60-day period. If the Mediator/Arbitrator is unable to schedule a date within the 60-day period, the next Mediator/Arbitrator on the list will be selected. Notwithstanding the above, the parties may at any time MUTUALLY agree to any Mediator/Arbitrator and dates for a hearing.**
- e) **All mediations/arbitrations will take place at or near Bruce Power's Head Office in Tiverton, Ontario subject to agreement of the parties.**
- f) For expedited Arbitration, the parties will exchange briefs one week prior to the Hearing, with a copy to the Arbitrator, outlining their respective positions and proposed resolution. Normally no witnesses will be called unless the Arbitrator so directs. The parties may submit a joint statement of facts. The arbitrator's award shall be delivered within 10 working days following the hearing. Each Party shall assume its own costs of the arbitration proceedings and shall share equally the cost of the arbitrator.
- g) If either party requests an arbitrated outcome at Step 3A, this will be the joint direction to the mediator/arbitrator. Failure to achieve a mediated settlement will not be a consideration in any way at the subsequent arbitration.
- h) An arbitrator shall consider any difference which arises between the parties relating to the interpretation, application or administration of this Agreement, including any question as to whether a matter is arbitrable, or where an allegation is made that this Agreement has been violated. An arbitrator shall also consider any matter of interpretation, application, and administration of policy and practice as may be referred to him/her by employee grievance. An arbitrator shall consider only such evidence as is presented to him/her by representatives of **Bruce Power** or The Society.
- i) The arbitrator shall have the power to settle or decide such matters as are referred to him/her in a fair and equitable manner, and the arbitrator's decision shall be final and binding. An arbitrator shall not have the power to amend or terminate this Agreement, policies, or procedures save only any policies and procedures which may conflict with the terms of this Agreement.

## 16.8 Employment File

- a) Documents communicating discipline and discharge will be maintained in the employee's official employment file (normally 901 file).
- b) Unless otherwise agreed to, after documents communicating discipline have been on an employee's file for a maximum of two years, and there have been no further disciplinary occurrences, then the documents communicating discipline will be removed.

## 16.9 Society Representatives

A Society representative will be granted reasonable time off from normal duties and have normal base earnings maintained while acting as a Society representative in any of the steps of the grievance procedure or when required by Management to be a participant in arbitration proceedings under Articles 16, 19, 20, 64. Requests for time off will be made to Labour Relations, **Bruce Power** Human Resources.

## 17.0 DISCIPLINE AND DISCHARGE

17.1 No employee, except as noted below, shall be disciplined or discharged without just cause.

When disciplining or discharging probationary employees for just cause, it is recognized that the probationary period is an extension of the selection process and that these employees have short service. Therefore, the threshold for discipline and discharge may be less than that of a regular employee in similar circumstances.

17.2 An employee is entitled, prior to the imposition of discipline or discharge, to be notified at a meeting with Management of the reasons for considering such action, unless he/she is a danger to himself/herself or others. A Society representative may be present at such a meeting if the employee so desires. If the employee does wish representation, the Unit Director or The Society Office will be advised in advance by Management of the time and place of the meeting.

17.3 Where an employee is required to participate in an interview in circumstances where discipline is likely to follow for such employee, the employee shall be advised of his/her right to have a Society representative present, and to have such a representative present during the interview if he/she chooses.

## 18.0 PRINCIPLE AND PROCESS OF PRIOR INVOLVEMENT IN JURISDICTIONAL ISSUES/DISPUTES

18.1 **Bruce Power** should advise The Society and provide an opportunity for its involvement at the appropriate organizational level (e.g., **Bruce Power**, Business Unit, Division, Station) prior to making any final decision which could adversely affect The Society's jurisdiction.

The Society's jurisdiction may be adversely impacted by an organizational or operational changes, including technological changes, workload changes, and business process re-engineering. The Society's jurisdiction is adversely impacted by any assignment of functions customarily done by Society-represented employees to persons or employees outside of its bargaining unit and/or reduces the proportion of work customarily performed by Society-represented employees relative to that done by persons or employees outside of its jurisdiction.

18.2 Prior to making a final decision that could adversely impact The Society's jurisdiction, at the request of either party, **Bruce Power** will establish a joint team with The Society which will review relevant facts and issues. In the event that the jurisdiction of another union is affected by this decision, The Society and **Bruce Power** will strive to include a representative of this union in the review team. The criteria considered by the joint or tripartite review team will include the following:

- Representational rights
- Skill and training
- Safety
- Economy and efficiency
- Past practice

18.3 The parties agree to make their best efforts to reach consensus on issues affecting The Society's jurisdiction which will form the basis of recommendations to Senior Management.

18.4 In the event that consensus is not reached on issues affecting The Society's jurisdiction or Senior Management rejects the joint/tripartite team's recommendation(s), **Bruce Power** will make the final decision and will provide written rationale for the decision to The Society.

18.5 The principle and process set out in 18.1 to 18.4 are not grievable with the exception of **Bruce Power** final decision. The recommendations of joint tripartite teams are without prejudice and cannot be relied upon at grievance/arbitration or before any labour relations board.

## 19.0 **JOB CHALLENGES**

Job Challenge disputes not resolved through the normal process or through the process outlined in Article 31 will be subject to the Arbitration provisions (Step 3) of Article 16 of the Collective Agreement, for final and binding resolution.

## 20.0 **PERFORMANCE PAY COMPLAINTS**

20.1 The following complaints may be processed through the grievance/arbitration procedure in accordance with Article 16. These are:

- a) Complaints concerning the interpretation or application of Article 21 ("Performance Appraisal Feedback and Advanced Warning of Reduced Performance Pay Standing").
- b) Complaints from employees whose performance standing is below the reference point (100%) of the job and who have been held at the same level, in the same position, for two successive years.

- c) Complaints from The Society on policy matters concerning the interpretation, application and administration of the Performance Pay Plan.

20.2 In the situation where an employee submits a grievance in accordance with Section 20.1(b) above which ends up going to arbitration, the powers of the arbitrator will be as follows:

An arbitrator appointed to hear a performance appraisal grievance shall have the remedial authority to either remit the matter back for reappraisal or make an award that conforms to the norms of the Performance Pay Plan as applied for the year in question.

20.3 All other complaints concerning an employee's performance appraisal will be heard through an internal resolution process. This process consists of the following three consecutive steps:

Step 1: After a 24 to 48-hour buffer period of receiving the assessment, an employee who disagrees with the assessment should meet with his/her supervisor to attempt to resolve the disagreement.

Step 2: Failing resolution at Step 1, the employee should meet with his/her supervisor, the second-level supervisor and the Human Resources Officer. The Society Delegate (or his/her alternate) may attend this meeting if the employee wishes.

Step 3: Failing resolution at Step 2, if the employee wishes to continue the process, he/she and his/her direct supervisor will make a presentation to the Line Director and The Society Unit Director (or his/her alternate). The Line Director and The Society Unit Director will make every effort to resolve the problem within five (5) working days of the presentation. If a joint resolution cannot be reached, the performance assessment, which includes the employee's comments, will stand as a record of that year's appraisal.

The parties shall endeavour to resolve issues at the lowest possible level.

## **21.0 PERFORMANCE APPRAISAL FEEDBACK AND ADVANCED WARNING OF REDUCED PERFORMANCE PAY STANDING**

### **21.1 Principles**

21.1.1 Supervisors are expected to ensure all employees understand what is expected of them, encourage ambitious goal setting, stress accountability for results, and tolerate honest mistakes but not poor performance.

21.1.2 The Performance Appraisal process will be conducted in an atmosphere of mutual respect and empathy to encourage a positive two-way communication session. The employee should be given adequate notice and time to prepare.

21.1.3 The supervisor will endeavour to provide recognition to employees commensurate with contribution and performance. Performance expectations should be guided by the job document, work program of the unit and the employee's length of service in the job.

21.1.4 The supervisor should communicate on an ongoing basis and counsel the employee toward improved performance. Also, opportunities for improvement, training, performance counseling, assistance and sufficient opportunity and time to raise performance to the level required, should be part of the building blocks for the future.

- 21.1.5 The employee is responsible for recognizing that a problem exists and making a joint commitment to improve performance, or to jointly look at other alternatives, such as job skill match, etc.
- 21.2 Every employee has the right to an annual assessment with written feedback of his/her work over the preceding twelve (12) months.
- 21.3 Employee must be provided with a written record of the performance appraisal. Employees should receive written confirmation that the performance appraisal has taken place, and a statement of the employee's performance pay standing as of the next performance pay adjustment date.
- 21.4 If an employee's performance level may result in a reduction in performance pay standing, the employee will be given written notice at least six (6) months in advance of any contemplated action, setting out as precisely as possible:
- a) The unsatisfactory performance.
  - b) What is required to rectify the unsatisfactory performance.
  - c) The actions that may be taken if improvement does not occur.

## **22.0 ROLE OF SUPERVISORS**

- 22.1 As members of **Bruce Power's** managerial staff, supervisory employees have a role to play in the resolution of disputes in their work units before they reach the grievance/arbitration procedure. In the event that a dispute reaches the grievance/arbitration procedure, The Society agrees not to discriminate against supervisors who represent Management in Society grievances.
- 22.2 The Society will exclude supervisors directly involved in a particular grievance from the decisions on the referral of the grievance through the grievance/arbitration procedure. Supervisors will not act on behalf of The Society in matters associated with a particular grievance where the grievance has been lodged by another member(s) who reports to the particular supervisor.

## PART VII - SALARY

### 23.0 SALARY SCHEDULES

- 23.1 Salary rates shall be in accordance with Salary Schedules 01, 02, 04, 05, 11, 12, and 15 that are part of this Agreement.
- 23.2 The salary schedules shall be increased effective January 01, 2004 by 2.5%; effective July 01, 2004 the salary schedules shall be increased by 1.5%.
- 23.3 Adjustments to Salary Schedules 04 and 18 will be made in accordance with the agreed formulae concurrent with the above mentioned economic increases.

### 24.0 ESCALATOR CLAUSE

- 24.1 In the event that **Bruce Power** and The Society negotiate a Collective Agreement for a term of more than one year, a Cost of Living Adjustment (COLA) escalator clause shall become part of such an Agreement and shall be applicable to all employees covered by that Agreement.





**BRUCE POWER L. P.**

**SALARY SCHEDULE 04**



**MANAGEMENT AND PROFESSIONAL  
DEVELOPMENT SCHEDULE**

**- Dollars per Week**

<b><u>GRADE</u></b>	<b><u>STEP 1</u></b>	<b><u>STEP 2</u></b>	<b><u>STEP 3</u></b>	<b><u>STEP 4</u></b>	<b><u>STEP 5</u></b>	<b><u>STEP 6</u></b>
01	825.00	970.00	1022.00	1073.00	1125.00	1176.00

- Notes: 1. This schedule covers a 35-hour work week.
2. For employees hired at Step 2 and above, Step-to-Step progression is automatic on a semiannual basis unless withheld for performance reasons.
3. For employees hired at Step 1, Step-to-Step progression is automatic at 21 week intervals unless withheld for performance reasons.

Compensation & Benefits

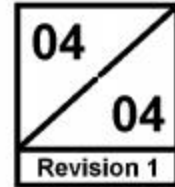
Effective: **January 1, 2004**

Revised:



**BRUCE POWER L. P.**

**SALARY SCHEDULE 04**



**MANAGEMENT AND PROFESSIONAL  
DEVELOPMENT SCHEDULE**

**- Dollars per Week**

<b><u>GRADE</u></b>	<b><u>STEP 1</u></b>	<b><u>STEP 2</u></b>	<b><u>STEP 3</u></b>	<b><u>STEP 4</u></b>	<b><u>STEP 5</u></b>	<b><u>STEP 6</u></b>
01	825.00	970.00	1026.00	1082.00	1137.00	1193.00

Notes: 1. This schedule covers a 35-hour work week.

2. For employees hired at Step 2 and above, Step-to-Step progression is automatic on a semiannual basis unless withheld for performance reasons.
3. For employees hired at Step 1, Step-to-Step progression is automatic at 21 week intervals unless withheld for performance reasons.

Compensation & Benefits  
Effective: **July 1, 2004**  
Revised:



04

BRUCE POWER L. P.

TABLE SHOWING THE ROUNDED REFERENCE POINT WEEKLY DOLLARS FOR SOCIETY SALARY SCHEDULES

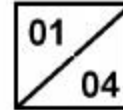
Salary Grade	35 HOUR SCHEDULES			40 HOUR SCHEDULES		
	M&P Standard (01)	FM&P (02)	OSS (05)	M&P Standard (11)	FM&P (12)	OSS (15)
16		1,900			2,225	
15		1,782			2,087	
14		1,671			1,957	
13		1,567			1,836	
12		1,470	1,782		1,722	1,826
11		1,378	1,671		1,615	1,713
10		1,293	1,567		1,514	1,606
09		1,213	1,470		1,567	1,507
08			1,378			1,413
07			1,293			1,325
06	1,900		1,213	2,225		1,243
05	1,782		1,137	2,087		1,166
04	1,671		1,067	1,957		1,093
03	1,567		1,000	1,836		1,025
02	1,470		938	1,722		962
01	1,378		880	1,615		902



BRUCE POWER L. P.

SALARY SCHEDULE 01

STANDARD SCHEDULE FOR  
MANAGEMENT AND PROFESSIONAL STAFF  
- DOLLARS PER WEEK



		SALARY GRADE					
PERCENTAGE		MP1	MP2	MP3	MP4	MP5	MP6
OF REF PT							
<b>Max</b>	115	1,585	1,690	1,802	1,922	2,049	2,185
	114	1,571	1,676	1,787	1,905	2,031	2,166
	113	1,558	1,661	1,771	1,888	2,013	2,147
	112	1,544	1,646	1,755	1,872	1,996	2,128
	111	1,530	1,631	1,740	1,855	1,978	2,109
	110	1,516	1,617	1,724	1,838	1,960	2,090
	109	1,503	1,602	1,708	1,821	1,942	2,071
	108	1,489	1,587	1,693	1,805	1,924	2,052
	107	1,475	1,573	1,677	1,788	1,906	2,033
	106	1,461	1,558	1,661	1,771	1,889	2,014
	105	1,447	1,543	1,646	1,755	1,871	1,995
	104	1,434	1,529	1,630	1,738	1,853	1,976
	103	1,420	1,514	1,614	1,721	1,835	1,957
	102	1,406	1,499	1,599	1,704	1,817	1,938
	101	1,392	1,485	1,583	1,688	1,800	1,919
<b>Ref Pt</b>	<b>100</b>	<b>1,378</b>	<b>1,470</b>	<b>1,567</b>	<b>1,671</b>	<b>1,782</b>	<b>1,900</b>
	99	1,365	1,455	1,552	1,654	1,764	1,881
	98	1,351	1,440	1,536	1,638	1,746	1,862
	97	1,337	1,426	1,520	1,621	1,728	1,843
	96	1,323	1,411	1,504	1,604	1,710	1,824
	95	1,310	1,396	1,489	1,587	1,693	1,805
	94	1,296	1,382	1,473	1,571	1,675	1,786
	93	1,282	1,367	1,457	1,554	1,657	1,767
	92	1,268	1,352	1,442	1,537	1,639	1,748
	91	1,254	1,338	1,426	1,521	1,621	1,729
	90	1,241	1,323	1,410	1,504	1,604	1,710
	89	1,227	1,308	1,395	1,487	1,586	1,691
	88	1,213	1,293	1,379	1,470	1,568	1,672
	87	1,199	1,279	1,363	1,454	1,550	1,653
	86	1,185	1,264	1,348	1,437	1,532	1,634
	85	1,172	1,249	1,332	1,420	1,514	1,615
	84	1,158	1,235	1,316	1,404	1,497	1,596
	83	1,144	1,220	1,301	1,387	1,479	1,577
	82	1,130	1,205	1,285	1,370	1,461	1,558
	81	1,117	1,191	1,269	1,354	1,443	1,539
<b>Min</b>	80	1,103	1,176	1,254	1,337	1,425	1,520

**UNROUNDED REFERENCE POINTS**

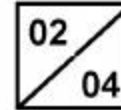
<b>MP1</b>	<b>MP2</b>	<b>MP3</b>
1,378.4872	1,469.8120	1,567.1870
<b>MP4</b>	<b>MP5</b>	<b>MP6</b>
1,671.0131	1,781.7177	1,899.7565

Note: This schedule covers a 35-hour workweek.

Compensation & Benefits  
Effective: January 1, 2004



**BRUCE POWER L. P.**



**SALARY SCHEDULE 02**

**CONSTRUCTION  
FIELD MANAGEMENT AND PROFESSIONAL STAFF  
- DOLLARS PER WEEK**

		<b>SALARY GRADE</b>							
<b>PERCENTAGE</b>		<b>FMP09</b>	<b>FMP10</b>	<b>FMP11</b>	<b>FMP12</b>	<b>FMP13</b>	<b>FMP14</b>	<b>FMP15</b>	<b>FMP16</b>
<b>Max</b>	115	1,394	1,487	1,585	1,690	1,802	1,922	2,049	2,185
	114	1,382	1,474	1,571	1,676	1,787	1,905	2,031	2,166
	113	1,370	1,461	1,558	1,661	1,771	1,888	2,013	2,147
	112	1,358	1,448	1,544	1,646	1,755	1,872	1,996	2,128
	111	1,346	1,435	1,530	1,631	1,740	1,855	1,978	2,109
	110	1,334	1,422	1,516	1,617	1,724	1,838	1,960	2,090
	109	1,322	1,409	1,503	1,602	1,708	1,821	1,942	2,071
	108	1,310	1,396	1,489	1,587	1,693	1,805	1,924	2,052
	107	1,297	1,383	1,475	1,573	1,677	1,788	1,906	2,033
	106	1,285	1,370	1,461	1,558	1,661	1,771	1,889	2,014
	105	1,273	1,357	1,447	1,543	1,646	1,755	1,871	1,995
	104	1,261	1,345	1,434	1,529	1,630	1,738	1,853	1,976
	103	1,249	1,332	1,420	1,514	1,614	1,721	1,835	1,957
	102	1,237	1,319	1,406	1,499	1,599	1,704	1,817	1,938
	101	1,225	1,306	1,392	1,485	1,583	1,688	1,800	1,919
<b>Ref Pt</b>	<b>100</b>	<b>1,213</b>	<b>1,293</b>	<b>1,378</b>	<b>1,470</b>	<b>1,567</b>	<b>1,671</b>	<b>1,782</b>	<b>1,900</b>
	99	1,200	1,280	1,365	1,455	1,552	1,654	1,764	1,881
	98	1,188	1,267	1,351	1,440	1,536	1,638	1,746	1,862
	97	1,176	1,254	1,337	1,426	1,520	1,621	1,728	1,843
	96	1,164	1,241	1,323	1,411	1,504	1,604	1,710	1,824
	95	1,152	1,228	1,310	1,396	1,489	1,587	1,693	1,805
	94	1,140	1,215	1,296	1,382	1,473	1,571	1,675	1,786
	93	1,128	1,202	1,282	1,367	1,457	1,554	1,657	1,767
	92	1,116	1,189	1,268	1,352	1,442	1,537	1,639	1,748
	91	1,103	1,176	1,254	1,338	1,426	1,521	1,621	1,729
	90	1,091	1,164	1,241	1,323	1,410	1,504	1,604	1,710
	89	1,079	1,151	1,227	1,308	1,395	1,487	1,586	1,691
	88	1,067	1,138	1,213	1,293	1,379	1,470	1,568	1,672
	87	1,055	1,125	1,199	1,279	1,363	1,454	1,550	1,653
	86	1,043	1,112	1,185	1,264	1,348	1,437	1,532	1,634
	85	1,031	1,099	1,172	1,249	1,332	1,420	1,514	1,615
	84	1,019	1,086	1,158	1,235	1,316	1,404	1,497	1,596
	83	1,006	1,073	1,144	1,220	1,301	1,387	1,479	1,577
	82	994	1,060	1,130	1,205	1,285	1,370	1,461	1,558
	81	982	1,047	1,117	1,191	1,269	1,354	1,443	1,539
<b>Min</b>	80	970	1,034	1,103	1,176	1,254	1,337	1,425	1,520

**UNROUNDED REFERENCE POINTS**

<b>FMP09</b>	<b>FMP10</b>	<b>FMP11</b>	<b>FMP12</b>
1,212.5081	1,292.8368	1,378.4872	1,469.8120
<b>FMP13</b>	<b>FMP14</b>	<b>FMP15</b>	<b>FMP16</b>
1,567.1870	1,671.0131	1,781.7177	1,899.7565

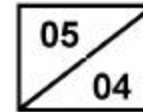
- Note:**
1. This schedule applies to Management and Professional Employees of the Design and Construction Branch who are paid from project or field Construction and Services Division payrolls.
  2. While all grades apply to Management staff, only the top six grades will be used for positions requiring Professional staff.
  3. This schedule covers a 35-hour workweek.

Compensation & Benefits  
Effective: January 1, 2004



BRUCE POWER L. P.

**SALARY SCHEDULE 05**



**OFFICE SUPERVISORY AND SERVICES**  
- DOLLARS PER WEEK

		SALARY GRADE											
PERCENTAGE OF REF PT		OSS 01	OSS 02	OSS 03	OSS 04	OSS 05	OSS 06	OSS 07	OSS 08	OSS 09	OSS 10	OSS 11	OSS 12
<b>Max</b>	115	1,012	1,079	1,150	1,226	1,308	1,394	1,487	1,585	1,690	1,802	1,922	2,049
	114	1,003	1,069	1,140	1,216	1,296	1,382	1,474	1,571	1,676	1,787	1,905	2,031
	113	994	1,060	1,130	1,205	1,285	1,370	1,461	1,558	1,661	1,771	1,888	2,013
	112	985	1,051	1,120	1,194	1,274	1,358	1,448	1,544	1,646	1,755	1,872	1,996
	111	977	1,041	1,110	1,184	1,262	1,346	1,435	1,530	1,631	1,740	1,855	1,978
	110	968	1,032	1,100	1,173	1,251	1,334	1,422	1,516	1,617	1,724	1,838	1,960
	109	959	1,023	1,090	1,163	1,240	1,322	1,409	1,503	1,602	1,708	1,821	1,942
	108	950	1,013	1,080	1,152	1,228	1,310	1,396	1,489	1,587	1,693	1,805	1,924
	107	941	1,004	1,070	1,141	1,217	1,297	1,383	1,475	1,573	1,677	1,788	1,906
	106	933	994	1,060	1,131	1,205	1,285	1,370	1,461	1,558	1,661	1,771	1,889
	105	924	985	1,050	1,120	1,194	1,273	1,357	1,447	1,543	1,646	1,755	1,871
	104	915	976	1,040	1,109	1,183	1,261	1,345	1,434	1,529	1,630	1,738	1,853
	103	906	966	1,030	1,099	1,171	1,249	1,332	1,420	1,514	1,614	1,721	1,835
	102	897	957	1,020	1,088	1,160	1,237	1,319	1,406	1,499	1,599	1,704	1,817
	101	889	947	1,010	1,077	1,149	1,225	1,306	1,392	1,485	1,583	1,688	1,800
<b>Ref Pt</b>	<b>100</b>	<b>880</b>	<b>938</b>	<b>1,000</b>	<b>1,067</b>	<b>1,137</b>	<b>1,213</b>	<b>1,293</b>	<b>1,378</b>	<b>1,470</b>	<b>1,567</b>	<b>1,671</b>	<b>1,782</b>
	99	871	929	990	1,056	1,126	1,200	1,280	1,365	1,455	1,552	1,654	1,764
	98	862	919	980	1,045	1,114	1,188	1,267	1,351	1,440	1,536	1,638	1,746
	97	853	910	970	1,035	1,103	1,176	1,254	1,337	1,426	1,520	1,621	1,728
	96	845	901	960	1,024	1,092	1,164	1,241	1,323	1,411	1,504	1,604	1,710
	95	836	891	950	1,013	1,080	1,152	1,228	1,310	1,396	1,489	1,587	1,693
	94	827	882	940	1,003	1,069	1,140	1,215	1,296	1,382	1,473	1,571	1,675
	93	818	872	930	992	1,058	1,128	1,202	1,282	1,367	1,457	1,554	1,657
	92	809	863	920	981	1,046	1,116	1,189	1,268	1,352	1,442	1,537	1,639
	91	801	854	910	971	1,035	1,103	1,176	1,254	1,338	1,426	1,521	1,621
	90	792	844	900	960	1,023	1,091	1,164	1,241	1,323	1,410	1,504	1,604
	89	783	835	890	949	1,012	1,079	1,151	1,227	1,308	1,395	1,487	1,586
	88	774	826	880	939	1,001	1,067	1,138	1,213	1,293	1,379	1,470	1,568
	87	765	816	870	928	989	1,055	1,125	1,199	1,279	1,363	1,454	1,550
	86	757	807	860	917	978	1,043	1,112	1,185	1,264	1,348	1,437	1,532
	85	748	797	850	907	967	1,031	1,099	1,172	1,249	1,332	1,420	1,514
	84	739	788	840	896	955	1,019	1,086	1,158	1,235	1,316	1,404	1,497
	83	730	779	830	885	944	1,006	1,073	1,144	1,220	1,301	1,387	1,479
	82	721	769	820	875	932	994	1,060	1,130	1,205	1,285	1,370	1,461
	81	713	760	810	864	921	982	1,047	1,117	1,191	1,269	1,354	1,443
<b>Min</b>	80	704	750	800	853	910	970	1,034	1,103	1,176	1,254	1,337	1,425

**UNROUNDED REFERENCE POINTS**

<b>OSS 01</b>	<b>OSS2</b>	<b>OSS3</b>	<b>OSS4</b>	<b>OSS5</b>	<b>OSS6</b>
879.8111	938.0986	1,000.2476	1,066.5140	1,137.1706	1,212.5081
<b>OSS7</b>	<b>OSS8</b>	<b>OSS9</b>	<b>OSS10</b>	<b>OSS11</b>	<b>OSS12</b>
1,292.8368	1,378.4872	1,469.8120	1,567.1870	1,671.0131	1,781.7177

Note: This schedule is applicable to positions established as having -

- (a) a 35 hour basic workweek.
- (b) a 37 1/2 hour workweek.

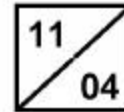
Compensation & Benefits  
Effective: January 1, 2004



BRUCE POWER L. P.

SALARY SCHEDULE 11

STANDARD SCHEDULE FOR  
MANAGEMENT AND PROFESSIONAL STAFF  
- DOLLARS PER WEEK



		SALARY GRADE					
PERCENTAGE OF REF PT		MP1	MP2	MP3	MP4	MP5	MP6
Max	115	1,857	1,980	2,111	2,251	2,400	2,559
	114	1,841	1,963	2,093	2,232	2,379	2,537
	113	1,825	1,946	2,075	2,212	2,358	2,515
	112	1,809	1,928	2,056	2,192	2,338	2,492
	111	1,792	1,911	2,038	2,173	2,317	2,470
	110	1,776	1,894	2,019	2,153	2,296	2,448
	109	1,760	1,877	2,001	2,134	2,275	2,426
	108	1,744	1,860	1,983	2,114	2,254	2,403
	107	1,728	1,842	1,964	2,094	2,233	2,381
	106	1,712	1,825	1,946	2,075	2,212	2,359
	105	1,696	1,808	1,928	2,055	2,192	2,337
	104	1,679	1,791	1,909	2,036	2,171	2,314
	103	1,663	1,773	1,891	2,016	2,150	2,292
	102	1,647	1,756	1,873	1,997	2,129	2,270
	101	1,631	1,739	1,854	1,977	2,108	2,248
Ref Pt	100	<b>1,615</b>	<b>1,722</b>	<b>1,836</b>	<b>1,957</b>	<b>2,087</b>	<b>2,225</b>
	99	1,599	1,705	1,817	1,938	2,066	2,203
	98	1,583	1,687	1,799	1,918	2,045	2,181
	97	1,566	1,670	1,781	1,899	2,025	2,159
	96	1,550	1,653	1,762	1,879	2,004	2,136
	95	1,534	1,636	1,744	1,860	1,983	2,114
	94	1,518	1,618	1,726	1,840	1,962	2,092
	93	1,502	1,601	1,707	1,820	1,941	2,070
	92	1,486	1,584	1,689	1,801	1,920	2,047
	91	1,469	1,567	1,671	1,781	1,899	2,025
	90	1,453	1,550	1,652	1,762	1,878	2,003
	89	1,437	1,532	1,634	1,742	1,858	1,981
	88	1,421	1,515	1,616	1,723	1,837	1,958
	87	1,405	1,498	1,597	1,703	1,816	1,936
	86	1,389	1,481	1,579	1,683	1,795	1,914
	85	1,373	1,464	1,560	1,664	1,774	1,892
	84	1,356	1,446	1,542	1,644	1,753	1,869
	83	1,340	1,429	1,524	1,625	1,732	1,847
	82	1,324	1,412	1,505	1,605	1,711	1,825
	81	1,308	1,395	1,487	1,586	1,691	1,803
Min	80	1,292	1,377	1,469	1,566	1,670	1,780

UNROUNDED REFERENCE POINTS

MP1	MP2	MP3
1,614.7993	1,721.7798	1,835.8477
MP4	MP5	MP6
1,957.4726	2,087.1552	2,225.4292

Note: This schedule covers a 40-hour workweek.

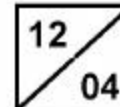
Compensation & Benefits  
Effective: January 1, 2004



**BRUCE POWER L. P.**

**SALARY SCHEDULE 12**

**CONSTRUCTION  
FIELD MANAGEMENT AND PROFESSIONAL STAFF  
- DOLLARS PER WEEK**



		<b>SALARY GRADE</b>							
<b>PERCENTAGE OF REF PT</b>		<b>FMP09</b>	<b>FMP10</b>	<b>FMP11</b>	<b>FMP12</b>	<b>FMP13</b>	<b>FMP14</b>	<b>FMP15</b>	<b>FMP16</b>
<b>Max</b>	115	1,633	1,742	1,857	1,980	2,111	2,251	2,400	2,559
	114	1,619	1,726	1,841	1,963	2,093	2,232	2,379	2,537
	113	1,605	1,711	1,825	1,946	2,075	2,212	2,358	2,515
	112	1,591	1,696	1,809	1,928	2,056	2,192	2,338	2,492
	111	1,577	1,681	1,792	1,911	2,038	2,173	2,317	2,470
	110	1,562	1,666	1,776	1,894	2,019	2,153	2,296	2,448
	109	1,548	1,651	1,760	1,877	2,001	2,134	2,275	2,426
	108	1,534	1,636	1,744	1,860	1,983	2,114	2,254	2,403
	107	1,520	1,620	1,728	1,842	1,964	2,094	2,233	2,381
	106	1,506	1,605	1,712	1,825	1,946	2,075	2,212	2,359
	105	1,491	1,590	1,696	1,808	1,928	2,055	2,192	2,337
104	1,477	1,575	1,679	1,791	1,909	2,036	2,171	2,314	
103	1,463	1,560	1,663	1,773	1,891	2,016	2,150	2,292	
102	1,449	1,545	1,647	1,756	1,873	1,997	2,129	2,270	
101	1,435	1,530	1,631	1,739	1,854	1,977	2,108	2,248	
<b>Ref Pt</b>	<b>100</b>	<b>1,420</b>	<b>1,514</b>	<b>1,615</b>	<b>1,722</b>	<b>1,836</b>	<b>1,957</b>	<b>2,087</b>	<b>2,225</b>
	99	1,406	1,499	1,599	1,705	1,817	1,938	2,066	2,203
	98	1,392	1,484	1,583	1,687	1,799	1,918	2,045	2,181
	97	1,378	1,469	1,566	1,670	1,781	1,899	2,025	2,159
	96	1,364	1,454	1,550	1,653	1,762	1,879	2,004	2,136
	95	1,349	1,439	1,534	1,636	1,744	1,860	1,983	2,114
	94	1,335	1,424	1,518	1,618	1,726	1,840	1,962	2,092
	93	1,321	1,408	1,502	1,601	1,707	1,820	1,941	2,070
	92	1,307	1,393	1,486	1,584	1,689	1,801	1,920	2,047
	91	1,293	1,378	1,469	1,567	1,671	1,781	1,899	2,025
	90	1,278	1,363	1,453	1,550	1,652	1,762	1,878	2,003
	89	1,264	1,348	1,437	1,532	1,634	1,742	1,858	1,981
	88	1,250	1,333	1,421	1,515	1,616	1,723	1,837	1,958
	87	1,236	1,318	1,405	1,498	1,597	1,703	1,816	1,936
	86	1,222	1,302	1,389	1,481	1,579	1,683	1,795	1,914
	85	1,207	1,287	1,373	1,464	1,560	1,664	1,774	1,892
	84	1,193	1,272	1,356	1,446	1,542	1,644	1,753	1,869
	83	1,179	1,257	1,340	1,429	1,524	1,625	1,732	1,847
	82	1,165	1,242	1,324	1,412	1,505	1,605	1,711	1,825
	81	1,150	1,227	1,308	1,395	1,487	1,586	1,691	1,803
<b>Min</b>	80	1,136	1,212	1,292	1,377	1,469	1,566	1,670	1,780

**UNROUNDED REFERENCE POINTS**

<b>FMP09</b>	<b>FMP10</b>	<b>FMP11</b>	<b>FMP12</b>
1,420.3666	1,514.4659	1,614.7993	1,721.7798
<b>FMP13</b>	<b>FMP14</b>	<b>FMP15</b>	<b>FMP16</b>
1,835.8477	1,957.4726	2,087.1552	2,225.4292

- Note: 1. This schedule applies to Management and Professional Employees of the Design and Construction Branch who are paid from project or field Construction and Services Division payrolls.
2. While all grades apply to Management staff, only the top six grades will be used for positions requiring Professional staff.
3. **This schedule covers a 40-hour workweek.**

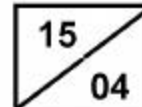
Compensation & Benefits  
Effective: January 1, 2004





**BRUCE POWER L. P.**

**SALARY SCHEDULE 15**



**OFFICE SUPERVISORY AND SERVICES  
- DOLLARS PER WEEK**

		<b>SALARY GRADE</b>											
<b>PERCENTAGE OF REF PT</b>		<b>OSS 01</b>	<b>OSS 02</b>	<b>OSS 03</b>	<b>OSS 04</b>	<b>OSS 05</b>	<b>OSS 06</b>	<b>OSS 07</b>	<b>OSS 08</b>	<b>OSS 09</b>	<b>OSS 10</b>	<b>OSS 11</b>	<b>OSS 12</b>
<b>Max</b>	115	1,037	1,106	1,179	1,257	1,340	1,429	1,524	1,625	1,733	1,847	1,970	2,100
	114	1,028	1,096	1,169	1,246	1,329	1,417	1,511	1,611	1,717	1,831	1,953	2,082
	113	1,019	1,087	1,159	1,235	1,317	1,404	1,497	1,597	1,702	1,815	1,935	2,064
	112	1,010	1,077	1,148	1,224	1,305	1,392	1,484	1,583	1,687	1,799	1,918	2,045
	111	1,001	1,067	1,138	1,213	1,294	1,380	1,471	1,568	1,672	1,783	1,901	2,027
	110	992	1,058	1,128	1,202	1,282	1,367	1,458	1,554	1,657	1,767	1,884	2,009
	109	983	1,048	1,118	1,192	1,271	1,355	1,444	1,540	1,642	1,751	1,867	1,991
	108	974	1,038	1,107	1,181	1,259	1,342	1,431	1,526	1,627	1,735	1,850	1,972
	107	965	1,029	1,097	1,170	1,247	1,330	1,418	1,512	1,612	1,719	1,833	1,954
	106	956	1,019	1,087	1,159	1,236	1,317	1,405	1,498	1,597	1,703	1,816	1,936
	105	947	1,010	1,077	1,148	1,224	1,305	1,391	1,484	1,582	1,687	1,798	1,918
	104	938	1,000	1,066	1,137	1,212	1,293	1,378	1,469	1,567	1,671	1,781	1,899
	103	929	990	1,056	1,126	1,201	1,280	1,365	1,455	1,552	1,655	1,764	1,881
	102	920	981	1,046	1,115	1,189	1,268	1,352	1,441	1,537	1,638	1,747	1,863
	101	911	971	1,036	1,104	1,177	1,255	1,338	1,427	1,522	1,622	1,730	1,845
<b>Ref Pt</b>	<b>100</b>	<b>902</b>	<b>962</b>	<b>1,025</b>	<b>1,093</b>	<b>1,166</b>	<b>1,243</b>	<b>1,325</b>	<b>1,413</b>	<b>1,507</b>	<b>1,606</b>	<b>1,713</b>	<b>1,826</b>
	99	893	952	1,015	1,082	1,154	1,230	1,312	1,399	1,491	1,590	1,696	1,808
	98	884	942	1,005	1,071	1,142	1,218	1,299	1,385	1,476	1,574	1,679	1,790
	97	875	933	994	1,060	1,131	1,206	1,285	1,371	1,461	1,558	1,661	1,771
	96	866	923	984	1,049	1,119	1,193	1,272	1,356	1,446	1,542	1,644	1,753
	95	857	913	974	1,039	1,107	1,181	1,259	1,342	1,431	1,526	1,627	1,735
	94	848	904	964	1,028	1,096	1,168	1,246	1,328	1,416	1,510	1,610	1,717
	93	839	894	953	1,017	1,084	1,156	1,232	1,314	1,401	1,494	1,593	1,698
	92	830	885	943	1,006	1,072	1,143	1,219	1,300	1,386	1,478	1,576	1,680
	91	821	875	933	995	1,061	1,131	1,206	1,286	1,371	1,462	1,559	1,662
	90	812	865	923	984	1,049	1,119	1,193	1,272	1,356	1,446	1,542	1,644
	89	803	856	912	973	1,037	1,106	1,179	1,258	1,341	1,430	1,524	1,625
	88	794	846	902	962	1,026	1,094	1,166	1,243	1,326	1,414	1,507	1,607
	87	785	837	892	951	1,014	1,081	1,153	1,229	1,311	1,398	1,490	1,589
	86	776	827	882	940	1,002	1,069	1,140	1,215	1,296	1,381	1,473	1,571
	85	767	817	871	929	991	1,056	1,126	1,201	1,281	1,365	1,456	1,552
	84	758	808	861	918	979	1,044	1,113	1,187	1,266	1,349	1,439	1,534
	83	748	798	851	907	967	1,032	1,100	1,173	1,250	1,333	1,422	1,516
	82	739	788	841	896	956	1,019	1,087	1,159	1,235	1,317	1,404	1,498
	81	730	779	830	885	944	1,007	1,073	1,144	1,220	1,301	1,387	1,479
<b>Min</b>	80	721	769	820	875	932	994	1,060	1,130	1,205	1,285	1,370	1,461

**UNROUNDED REFERENCE POINTS**

<b>OSS 01</b>	<b>OSS 02</b>	<b>OSS 03</b>	<b>OSS 04</b>	<b>OSS 05</b>	<b>OSS 06</b>
901.8062	961.5509	1,025.2537	1,093.1768	1,165.5998	1,242.8208
<b>OSS 07</b>	<b>OSS 08</b>	<b>OSS 09</b>	<b>OSS 10</b>	<b>OSS 11</b>	<b>OSS 12</b>
1,325.1577	1,412.9494	1,506.5573	1,606.3667	1,712.7884	1,826.2606

**Note:** This schedule is applicable to positions established as having a 40-hour basic workweek.

Compensation & Benefits  
Effective: January 1, 2004



BRUCE POWER L. P.

04  
Rev 1

TABLE SHOWING THE ROUNDED REFERENCE POINT WEEKLY DOLLARS  
FOR SOCIETY SALARY SCHEDULES

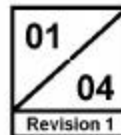
Salary Grade	35 HOUR SCHEDULES			40 HOUR SCHEDULES		
	M&P Standard (01)	FM&P (02)	OSS (05)	M&P Standard (11)	FM&P (12)	OSS (15)
16		1,928			2,259	
15		1,808			2,118	
14		1,696			1,987	
13		1,591			1,863	
12		1,492	1,808		1,748	1,854
11		1,399	1,696		1,639	1,738
10		1,312	1,591		1,537	1,630
09		1,231	1,492		1,442	1,529
08			1,399			1,434
07			1,312			1,345
06	1,928		1,231	2,259		1,261
05	1,808		1,154	2,118		1,183
04	1,696		1,083	1,987		1,110
03	1,591		1,015	1,863		1,041
02	1,492		952	1,748		976
01	1,399		893	1,639		915



BRUCE POWER L. P.

**SALARY SCHEDULE 01**

STANDARD SCHEDULE FOR  
**MANAGEMENT AND PROFESSIONAL STAFF**  
 - DOLLARS PER WEEK



**SALARY GRADE**

PERCENTAGE		<b>SALARY GRADE</b>					
OF REF PT		<b>MP1</b>	<b>MP2</b>	<b>MP3</b>	<b>MP4</b>	<b>MP5</b>	<b>MP6</b>
<b>Max</b>	115	1,609	1,716	1,829	1,950	2,080	2,217
	114	1,595	1,701	1,813	1,934	2,062	2,198
	113	1,581	1,686	1,797	1,917	2,044	2,179
	112	1,567	1,671	1,782	1,900	2,025	2,160
	111	1,553	1,656	1,766	1,883	2,007	2,140
	110	1,539	1,641	1,750	1,866	1,989	2,121
	109	1,525	1,626	1,734	1,849	1,971	2,102
	108	1,511	1,611	1,718	1,832	1,953	2,083
	107	1,497	1,596	1,702	1,815	1,935	2,063
	106	1,483	1,581	1,686	1,798	1,917	2,044
	105	1,469	1,566	1,670	1,781	1,899	2,025
	104	1,455	1,552	1,654	1,764	1,881	2,005
	103	1,441	1,537	1,638	1,747	1,863	1,986
	102	1,427	1,522	1,623	1,730	1,845	1,967
	101	1,413	1,507	1,607	1,713	1,827	1,948
<b>Ref Pt</b>	<b>100</b>	<b>1,399</b>	<b>1,492</b>	<b>1,591</b>	<b>1,696</b>	<b>1,808</b>	<b>1,928</b>
	99	1,385	1,477	1,575	1,679	1,790	1,909
	98	1,371	1,462	1,559	1,662	1,772	1,890
	97	1,357	1,447	1,543	1,645	1,754	1,870
	96	1,343	1,432	1,527	1,628	1,736	1,851
	95	1,329	1,417	1,511	1,611	1,718	1,832
	94	1,315	1,402	1,495	1,594	1,700	1,813
	93	1,301	1,387	1,479	1,577	1,682	1,793
	92	1,287	1,373	1,463	1,560	1,664	1,774
	91	1,273	1,358	1,448	1,543	1,646	1,755
	90	1,259	1,343	1,432	1,526	1,628	1,735
	89	1,245	1,328	1,416	1,510	1,610	1,716
	88	1,231	1,313	1,400	1,493	1,591	1,697
	87	1,217	1,298	1,384	1,476	1,573	1,678
	86	1,203	1,283	1,368	1,459	1,555	1,658
	85	1,189	1,268	1,352	1,442	1,537	1,639
	84	1,175	1,253	1,336	1,425	1,519	1,620
	83	1,161	1,238	1,320	1,408	1,501	1,600
	82	1,147	1,223	1,304	1,391	1,483	1,581
	81	1,133	1,208	1,288	1,374	1,465	1,562
<b>Min</b>	80	1,119	1,193	1,273	1,357	1,447	1,543

**UNROUNDED REFERENCE POINTS**

<b>MP1</b>	<b>MP2</b>	<b>MP3</b>
1,399.1645	1,491.8592	1,590.6949
<b>MP4</b>	<b>MP5</b>	<b>MP6</b>
1,696.0784	1,808.4436	1,928.2530

Note: This schedule covers a 35-hour workweek.

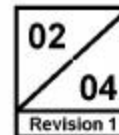
Compensation & Benefits  
 Effective: July 1, 2004



BRUCE POWER L. P.

SALARY SCHEDULE 02

**CONSTRUCTION  
FIELD MANAGEMENT AND PROFESSIONAL STAFF  
- DOLLARS PER WEEK**



		SALARY GRADE							
PERCENTAGE		FMP09	FMP10	FMP11	FMP12	FMP13	FMP14	FMP15	FMP16
<b>Max</b>	115	1,415	1,509	1,609	1,716	1,829	1,950	2,080	2,217
	114	1,403	1,496	1,595	1,701	1,813	1,934	2,062	2,198
	113	1,391	1,483	1,581	1,686	1,797	1,917	2,044	2,179
	112	1,378	1,470	1,567	1,671	1,782	1,900	2,025	2,160
	111	1,366	1,457	1,553	1,656	1,766	1,883	2,007	2,140
	110	1,354	1,443	1,539	1,641	1,750	1,866	1,989	2,121
	109	1,341	1,430	1,525	1,626	1,734	1,849	1,971	2,102
	108	1,329	1,417	1,511	1,611	1,718	1,832	1,953	2,083
	107	1,317	1,404	1,497	1,596	1,702	1,815	1,935	2,063
	106	1,305	1,391	1,483	1,581	1,686	1,798	1,917	2,044
	105	1,292	1,378	1,469	1,566	1,670	1,781	1,899	2,025
	104	1,280	1,365	1,455	1,552	1,654	1,764	1,881	2,005
	103	1,268	1,352	1,441	1,537	1,638	1,747	1,863	1,986
	102	1,255	1,338	1,427	1,522	1,623	1,730	1,845	1,967
	101	1,243	1,325	1,413	1,507	1,607	1,713	1,827	1,948
<b>Ref Pt</b>	<b>100</b>	<b>1,231</b>	<b>1,312</b>	<b>1,399</b>	<b>1,492</b>	<b>1,591</b>	<b>1,696</b>	<b>1,808</b>	<b>1,928</b>
	99	1,218	1,299	1,385	1,477	1,575	1,679	1,790	1,909
	98	1,206	1,286	1,371	1,462	1,559	1,662	1,772	1,890
	97	1,194	1,273	1,357	1,447	1,543	1,645	1,754	1,870
	96	1,181	1,260	1,343	1,432	1,527	1,628	1,736	1,851
	95	1,169	1,247	1,329	1,417	1,511	1,611	1,718	1,832
	94	1,157	1,233	1,315	1,402	1,495	1,594	1,700	1,813
	93	1,145	1,220	1,301	1,387	1,479	1,577	1,682	1,793
	92	1,132	1,207	1,287	1,373	1,463	1,560	1,664	1,774
	91	1,120	1,194	1,273	1,358	1,448	1,543	1,646	1,755
	90	1,108	1,181	1,259	1,343	1,432	1,526	1,628	1,735
	89	1,095	1,168	1,245	1,328	1,416	1,510	1,610	1,716
	88	1,083	1,155	1,231	1,313	1,400	1,493	1,591	1,697
	87	1,071	1,142	1,217	1,298	1,384	1,476	1,573	1,678
	86	1,058	1,129	1,203	1,283	1,368	1,459	1,555	1,658
	85	1,046	1,115	1,189	1,268	1,352	1,442	1,537	1,639
	84	1,034	1,102	1,175	1,253	1,336	1,425	1,519	1,620
	83	1,021	1,089	1,161	1,238	1,320	1,408	1,501	1,600
	82	1,009	1,076	1,147	1,223	1,304	1,391	1,483	1,581
	81	997	1,063	1,133	1,208	1,288	1,374	1,465	1,562
<b>Min</b>	<b>80</b>	<b>985</b>	<b>1,050</b>	<b>1,119</b>	<b>1,193</b>	<b>1,273</b>	<b>1,357</b>	<b>1,447</b>	<b>1,543</b>

UNROUNDED REFERENCE POINTS

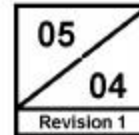
<b>FMP09</b>	<b>FMP10</b>	<b>FMP11</b>	<b>FMP12</b>
1,230.6957	1,312.2293	1,399.1645	1,491.8592
<b>FMP13</b>	<b>FMP14</b>	<b>FMP15</b>	<b>FMP16</b>
1,590.6949	1,696.0784	1,808.4436	1,928.2530

- Note:
1. This schedule applies to Management and Professional Employees of the Design and Construction Branch who are paid from project or field Construction and Services Division payrolls.
  2. While all grades apply to Management staff, only the top six grades will be used for positions requiring Professional staff.
  3. This schedule covers a 35-hour workweek.

Compensation & Benefits  
Effective: July 1, 2004

BRUCE POWER L. P.

SALARY SCHEDULE 05



OFFICE SUPERVISORY AND SERVICES  
- DOLLARS PER WEEK

		SALARY GRADE											
PERCENTAGE		OSS 01	OSS 02	OSS 03	OSS 04	OSS 05	OSS 06	OSS 07	OSS 08	OSS 09	OSS 10	OSS 11	OSS 12
<b>Max</b>	115	1,027	1,095	1,168	1,245	1,327	1,415	1,509	1,609	1,716	1,829	1,950	2,080
	114	1,018	1,085	1,157	1,234	1,316	1,403	1,496	1,595	1,701	1,813	1,934	2,062
	113	1,009	1,076	1,147	1,223	1,304	1,391	1,483	1,581	1,686	1,797	1,917	2,044
	112	1,000	1,066	1,137	1,212	1,293	1,378	1,470	1,567	1,671	1,782	1,900	2,025
	111	991	1,057	1,127	1,202	1,281	1,366	1,457	1,553	1,656	1,766	1,883	2,007
	110	982	1,047	1,117	1,191	1,270	1,354	1,443	1,539	1,641	1,750	1,866	1,989
	109	973	1,038	1,107	1,180	1,258	1,341	1,430	1,525	1,626	1,734	1,849	1,971
	108	964	1,028	1,096	1,169	1,247	1,329	1,417	1,511	1,611	1,718	1,832	1,953
	107	956	1,019	1,086	1,158	1,235	1,317	1,404	1,497	1,596	1,702	1,815	1,935
	106	947	1,009	1,076	1,147	1,223	1,305	1,391	1,483	1,581	1,686	1,798	1,917
	105	938	1,000	1,066	1,137	1,212	1,292	1,378	1,469	1,566	1,670	1,781	1,899
	104	929	990	1,056	1,126	1,200	1,280	1,365	1,455	1,552	1,654	1,764	1,881
	103	920	981	1,046	1,115	1,189	1,268	1,352	1,441	1,537	1,638	1,747	1,863
	102	911	971	1,036	1,104	1,177	1,255	1,338	1,427	1,522	1,623	1,730	1,845
	101	902	962	1,025	1,093	1,166	1,243	1,325	1,413	1,507	1,607	1,713	1,827
<b>Ref Pt</b>	<b>100</b>	<b>893</b>	<b>952</b>	<b>1,015</b>	<b>1,083</b>	<b>1,154</b>	<b>1,231</b>	<b>1,312</b>	<b>1,399</b>	<b>1,492</b>	<b>1,591</b>	<b>1,696</b>	<b>1,808</b>
	99	884	943	1,005	1,072	1,143	1,218	1,299	1,385	1,477	1,575	1,679	1,790
	98	875	933	995	1,061	1,131	1,206	1,286	1,371	1,462	1,559	1,662	1,772
	97	866	924	985	1,050	1,120	1,194	1,273	1,357	1,447	1,543	1,645	1,754
	96	857	914	975	1,039	1,108	1,181	1,260	1,343	1,432	1,527	1,628	1,736
	95	848	905	964	1,028	1,097	1,169	1,247	1,329	1,417	1,511	1,611	1,718
	94	839	895	954	1,018	1,085	1,157	1,233	1,315	1,402	1,495	1,594	1,700
	93	830	886	944	1,007	1,073	1,145	1,220	1,301	1,387	1,479	1,577	1,682
	92	822	876	934	996	1,062	1,132	1,207	1,287	1,373	1,463	1,560	1,664
	91	813	866	924	985	1,050	1,120	1,194	1,273	1,358	1,448	1,543	1,646
	90	804	857	914	974	1,039	1,108	1,181	1,259	1,343	1,432	1,526	1,628
	89	795	847	904	963	1,027	1,095	1,168	1,245	1,328	1,416	1,510	1,610
	88	786	838	893	953	1,016	1,083	1,155	1,231	1,313	1,400	1,493	1,591
	87	777	828	883	942	1,004	1,071	1,142	1,217	1,298	1,384	1,476	1,573
	86	768	819	873	931	993	1,058	1,129	1,203	1,283	1,368	1,459	1,555
	85	759	809	863	920	981	1,046	1,115	1,189	1,268	1,352	1,442	1,537
	84	750	800	853	909	970	1,034	1,102	1,175	1,253	1,336	1,425	1,519
	83	741	790	843	898	958	1,021	1,089	1,161	1,238	1,320	1,408	1,501
	82	732	781	833	888	946	1,009	1,076	1,147	1,223	1,304	1,391	1,483
	81	723	771	822	877	935	997	1,063	1,133	1,208	1,288	1,374	1,465
<b>Min</b>	80	714	762	812	866	923	985	1,050	1,119	1,193	1,273	1,357	1,447

UNROUNDED REFERENCE POINTS

<b>OSS 01</b>	<b>OSS 02</b>	<b>OSS 03</b>	<b>OSS 04</b>	<b>OSS 05</b>	<b>OSS 06</b>
893.0082	952.1700	1,015.2513	1,082.5117	1,154.2281	1,230.6957
<b>OSS 07</b>	<b>OSS 08</b>	<b>OSS 09</b>	<b>OSS 10</b>	<b>OSS 11</b>	<b>OSS 12</b>
1,312.2293	1,399.1645	1,491.8592	1,590.6949	1,696.0784	1,808.4436

Note: This schedule is applicable to positions established as having -  
 (a) a 35 hour basic workweek.  
 (b) a 37 1/2 hour workweek.

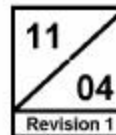
Compensation & Benefits  
 Effective: July 1, 2004



BRUCE POWER L. P.

**SALARY SCHEDULE 11**

STANDARD SCHEDULE FOR  
MANAGEMENT AND PROFESSIONAL STAFF  
- DOLLARS PER WEEK



**SALARY GRADE**

PERCENTAGE OF REF PT		MP1	MP2	MP3	MP4	MP5	MP6
<b>Max</b>	115	1,885	2,010	2,143	2,285	2,436	2,598
	114	1,868	1,992	2,124	2,265	2,415	2,575
	113	1,852	1,975	2,106	2,245	2,394	2,552
	112	1,836	1,957	2,087	2,225	2,373	2,530
	111	1,819	1,940	2,068	2,205	2,351	2,507
	110	1,803	1,922	2,050	2,186	2,330	2,485
	109	1,787	1,905	2,031	2,166	2,309	2,462
	108	1,770	1,887	2,012	2,146	2,288	2,440
	107	1,754	1,870	1,994	2,126	2,267	2,417
	106	1,737	1,852	1,975	2,106	2,246	2,394
	105	1,721	1,835	1,957	2,086	2,224	2,372
	104	1,705	1,818	1,938	2,066	2,203	2,349
	103	1,688	1,800	1,919	2,046	2,182	2,327
	102	1,672	1,783	1,901	2,027	2,161	2,304
	101	1,655	1,765	1,882	2,007	2,140	2,281
	<b>Ref Pt</b>	<b>100</b>	<b>1,639</b>	<b>1,748</b>	<b>1,863</b>	<b>1,987</b>	<b>2,118</b>
	99	1,623	1,730	1,845	1,967	2,097	2,236
	98	1,606	1,713	1,826	1,947	2,076	2,214
	97	1,590	1,695	1,807	1,927	2,055	2,191
	96	1,573	1,678	1,789	1,907	2,034	2,168
	95	1,557	1,660	1,770	1,887	2,013	2,146
	94	1,541	1,643	1,752	1,868	1,991	2,123
	93	1,524	1,625	1,733	1,848	1,970	2,101
	92	1,508	1,608	1,714	1,828	1,949	2,078
	91	1,492	1,590	1,696	1,808	1,928	2,056
	90	1,475	1,573	1,677	1,788	1,907	2,033
	89	1,459	1,555	1,658	1,768	1,885	2,010
	88	1,442	1,538	1,640	1,748	1,864	1,988
	87	1,426	1,520	1,621	1,729	1,843	1,965
	86	1,410	1,503	1,603	1,709	1,822	1,943
	85	1,393	1,485	1,584	1,689	1,801	1,920
	84	1,377	1,468	1,565	1,669	1,780	1,897
	83	1,360	1,451	1,547	1,649	1,758	1,875
	82	1,344	1,433	1,528	1,629	1,737	1,852
	81	1,328	1,416	1,509	1,609	1,716	1,830
<b>Min</b>	80	1,311	1,398	1,491	1,589	1,695	1,807

**UNROUNDED REFERENCE POINTS**

<b>MP1</b>	<b>MP2</b>	<b>MP3</b>
1,639.0213	1,747.6065	1,863.3854
<b>MP4</b>	<b>MP5</b>	<b>MP6</b>
1,986.8347	2,118.4625	2,258.8106

Note: This schedule covers a 40-hour workweek.

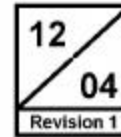
Compensation & Benefits  
Effective: July 1, 2004



**BRUCE POWER L. P.**

**SALARY SCHEDULE 12**

**CONSTRUCTION  
FIELD MANAGEMENT AND PROFESSIONAL STAFF  
- DOLLARS PER WEEK**



		<b>SALARY GRADE</b>							
<b>PERCENTAGE</b>		<b>FMP09</b>	<b>FMP10</b>	<b>FMP11</b>	<b>FMP12</b>	<b>FMP13</b>	<b>FMP14</b>	<b>FMP15</b>	<b>FMP16</b>
<b>Max</b>	115	1,658	1,768	1,885	2,010	2,143	2,285	2,436	2,598
	114	1,644	1,752	1,868	1,992	2,124	2,265	2,415	2,575
	113	1,629	1,737	1,852	1,975	2,106	2,245	2,394	2,552
	112	1,615	1,722	1,836	1,957	2,087	2,225	2,373	2,530
	111	1,600	1,706	1,819	1,940	2,068	2,205	2,351	2,507
	110	1,586	1,691	1,803	1,922	2,050	2,186	2,330	2,485
	109	1,571	1,676	1,787	1,905	2,031	2,166	2,309	2,462
	108	1,557	1,660	1,770	1,887	2,012	2,146	2,288	2,440
	107	1,543	1,645	1,754	1,870	1,994	2,126	2,267	2,417
	106	1,528	1,629	1,737	1,852	1,975	2,106	2,246	2,394
	105	1,514	1,614	1,721	1,835	1,957	2,086	2,224	2,372
104	1,499	1,599	1,705	1,818	1,938	2,066	2,203	2,349	
103	1,485	1,583	1,688	1,800	1,919	2,046	2,182	2,327	
102	1,471	1,568	1,672	1,783	1,901	2,027	2,161	2,304	
101	1,456	1,553	1,655	1,765	1,882	2,007	2,140	2,281	
<b>Ref Pt</b>	<b>100</b>	<b>1,442</b>	<b>1,537</b>	<b>1,639</b>	<b>1,748</b>	<b>1,863</b>	<b>1,987</b>	<b>2,118</b>	<b>2,259</b>
	99	1,427	1,522	1,623	1,730	1,845	1,967	2,097	2,236
	98	1,413	1,506	1,606	1,713	1,826	1,947	2,076	2,214
	97	1,398	1,491	1,590	1,695	1,807	1,927	2,055	2,191
	96	1,384	1,476	1,573	1,678	1,789	1,907	2,034	2,168
	95	1,370	1,460	1,557	1,660	1,770	1,887	2,013	2,146
	94	1,355	1,445	1,541	1,643	1,752	1,868	1,991	2,123
	93	1,341	1,430	1,524	1,625	1,733	1,848	1,970	2,101
	92	1,326	1,414	1,508	1,608	1,714	1,828	1,949	2,078
	91	1,312	1,399	1,492	1,590	1,696	1,808	1,928	2,056
	90	1,298	1,383	1,475	1,573	1,677	1,788	1,907	2,033
	89	1,283	1,368	1,459	1,555	1,658	1,768	1,885	2,010
	88	1,269	1,353	1,442	1,538	1,640	1,748	1,864	1,988
	87	1,254	1,337	1,426	1,520	1,621	1,729	1,843	1,965
	86	1,240	1,322	1,410	1,503	1,603	1,709	1,822	1,943
	85	1,225	1,307	1,393	1,485	1,584	1,689	1,801	1,920
	84	1,211	1,291	1,377	1,468	1,565	1,669	1,780	1,897
	83	1,197	1,276	1,360	1,451	1,547	1,649	1,758	1,875
	82	1,182	1,260	1,344	1,433	1,528	1,629	1,737	1,852
	81	1,168	1,245	1,328	1,416	1,509	1,609	1,716	1,830
<b>Min</b>	80	1,153	1,230	1,311	1,398	1,491	1,589	1,695	1,807

**UNROUNDED REFERENCE POINTS**

<b>FMP09</b>	<b>FMP10</b>	<b>FMP11</b>	<b>FMP12</b>
1,441.6721	1,537.1829	1,639.0213	1,747.6065
<b>FMP13</b>	<b>FMP14</b>	<b>FMP15</b>	<b>FMP16</b>
1,863.3854	1,986.8347	2,118.4625	2,258.8106

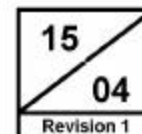
- Note:
1. This schedule applies to Management and Professional Employees of the Design and Construction Branch who are paid from project or field Construction and Services Division payrolls.
  2. While all grades apply to Management staff, only the top six grades will be used for positions requiring Professional staff.
  3. **This schedule covers a 40-hour workweek.**

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BRUCE POWER L. P.

SALARY SCHEDULE 15



OFFICE SUPERVISORY AND SERVICES  
- DOLLARS PER WEEK

		<u>SALARY GRADE</u>											
<u>PERCENTAGE</u>		<u>OSS</u>	<u>OSS</u>	<u>OSS</u>	<u>OSS</u>	<u>OSS</u>	<u>OSS</u>	<u>OSS</u>	<u>OSS</u>	<u>OSS</u>	<u>OSS</u>	<u>OSS</u>	<u>OSS</u>
<u>OF REF PT</u>		<u>01</u>	<u>02</u>	<u>03</u>	<u>04</u>	<u>05</u>	<u>06</u>	<u>07</u>	<u>08</u>	<u>09</u>	<u>10</u>	<u>11</u>	<u>12</u>
<b>Max</b>	115	1,053	1,122	1,197	1,276	1,361	1,451	1,547	1,649	1,759	1,875	1,999	2,132
	114	1,043	1,113	1,186	1,265	1,349	1,438	1,533	1,635	1,743	1,859	1,982	2,113
	113	1,034	1,103	1,176	1,254	1,337	1,425	1,520	1,621	1,728	1,842	1,964	2,095
	112	1,025	1,093	1,166	1,243	1,325	1,413	1,506	1,606	1,713	1,826	1,947	2,076
	111	1,016	1,083	1,155	1,232	1,313	1,400	1,493	1,592	1,697	1,810	1,930	2,058
	110	1,007	1,074	1,145	1,221	1,301	1,388	1,480	1,578	1,682	1,794	1,912	2,039
	109	998	1,064	1,134	1,209	1,290	1,375	1,466	1,563	1,667	1,777	1,895	2,020
	108	989	1,054	1,124	1,198	1,278	1,362	1,453	1,549	1,651	1,761	1,878	2,002
	107	979	1,044	1,113	1,187	1,266	1,350	1,439	1,535	1,636	1,745	1,860	1,983
	106	970	1,035	1,103	1,176	1,254	1,337	1,426	1,520	1,621	1,728	1,843	1,965
	105	961	1,025	1,093	1,165	1,242	1,325	1,412	1,506	1,606	1,712	1,825	1,946
	104	952	1,015	1,082	1,154	1,230	1,312	1,399	1,492	1,590	1,696	1,808	1,928
	103	943	1,005	1,072	1,143	1,219	1,299	1,385	1,477	1,575	1,679	1,791	1,909
	102	934	995	1,061	1,132	1,207	1,287	1,372	1,463	1,560	1,663	1,773	1,891
	101	924	986	1,051	1,121	1,195	1,274	1,358	1,448	1,544	1,647	1,756	1,872
<b>Ref Pt</b>	<b>100</b>	<b>915</b>	<b>976</b>	<b>1,041</b>	<b>1,110</b>	<b>1,183</b>	<b>1,261</b>	<b>1,345</b>	<b>1,434</b>	<b>1,529</b>	<b>1,630</b>	<b>1,738</b>	<b>1,854</b>
	99	906	966	1,030	1,098	1,171	1,249	1,332	1,420	1,514	1,614	1,721	1,835
	98	897	956	1,020	1,087	1,159	1,236	1,318	1,405	1,499	1,598	1,704	1,817
	97	888	947	1,009	1,076	1,148	1,224	1,305	1,391	1,483	1,582	1,686	1,798
	96	879	937	999	1,065	1,136	1,211	1,291	1,377	1,468	1,565	1,669	1,780
	95	870	927	989	1,054	1,124	1,198	1,278	1,362	1,453	1,549	1,652	1,761
	94	860	917	978	1,043	1,112	1,186	1,264	1,348	1,437	1,533	1,634	1,742
	93	851	908	968	1,032	1,100	1,173	1,251	1,334	1,422	1,516	1,617	1,724
	92	842	898	957	1,021	1,088	1,161	1,237	1,319	1,407	1,500	1,599	1,705
	91	833	888	947	1,010	1,077	1,148	1,224	1,305	1,392	1,484	1,582	1,687
	90	824	878	937	999	1,065	1,135	1,211	1,291	1,376	1,467	1,565	1,668
	89	815	869	926	988	1,053	1,123	1,197	1,276	1,361	1,451	1,547	1,650
	88	805	859	916	976	1,041	1,110	1,184	1,262	1,346	1,435	1,530	1,631
	87	796	849	905	965	1,029	1,097	1,170	1,248	1,330	1,419	1,512	1,613
	86	787	839	895	954	1,017	1,085	1,157	1,233	1,315	1,402	1,495	1,594
	85	778	830	885	943	1,006	1,072	1,143	1,219	1,300	1,386	1,478	1,576
	84	769	820	874	932	994	1,060	1,130	1,205	1,284	1,370	1,460	1,557
	83	760	810	864	921	982	1,047	1,116	1,190	1,269	1,353	1,443	1,539
	82	751	800	853	910	970	1,034	1,103	1,176	1,254	1,337	1,426	1,520
	81	741	791	843	899	958	1,022	1,089	1,162	1,239	1,321	1,408	1,501
<b>Min</b>	<b>80</b>	<b>732</b>	<b>781</b>	<b>833</b>	<b>888</b>	<b>946</b>	<b>1,009</b>	<b>1,076</b>	<b>1,147</b>	<b>1,223</b>	<b>1,304</b>	<b>1,391</b>	<b>1,483</b>

UNROUNDED REFERENCE POINTS

<u>OSS 01</u>	<u>OSS 02</u>	<u>OSS 03</u>	<u>OSS 04</u>	<u>OSS 05</u>	<u>OSS 06</u>
915.3336	975.9744	1,040.6327	1,109.5746	1,183.0839	1,261.4632
<u>OSS 07</u>	<u>OSS 08</u>	<u>OSS 09</u>	<u>OSS 10</u>	<u>OSS 11</u>	<u>OSS 12</u>
1,345.0351	1,434.1437	1,529.1557	1,630.4623	1,738.4804	1,853.6547

Note: This schedule is applicable to positions established as having a 40-hour basic workweek.

Compensation & Benefits  
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**25.0 PAY AND BENEFITS TREATMENT OF STAFF PAID FROM SALARY SCHEDULE 04 - MANAGEMENT AND PROFESSIONAL (M&P) DEVELOPMENT SCHEDULE**

**25.1 Pay Treatment**

Salary Schedule 04 will be used for:

- a) The hiring and progression of all employees hired for Management and Professional (M&P) or Field Management and Professional (FM&P) work, when they have less than the following applicable experience requirements after Bachelor graduation:

<b>Job Level</b>	<b>Applicable Experience Requirements</b>
MP1	1.5 years
MP2	2 years
MP3 and over	2.5 years

or;

- b) As a bridging salary schedule for employees who are appointed to entry M&P or FM&P positions from non-M&P/FM&P salary schedules where such employees are not fully qualified or do not meet the minimum experience requirements for the position.

- 25.2 Individuals with advanced degrees or some applicable experience may be given an appropriate time credit when they are placed on Salary Schedule 04.
- 25.3 Salary Schedule 04 will consist of six steps. Step 6 will be equivalent to 80% of MP2 Reference Point, and Step 2 will be established at the estimated average community hiring rate for new engineering graduates. Intervening steps will be in equal dollar increments rounded to the nearest whole dollar. Step 1 will be used, where appropriate, as a hiring rate for non-engineering graduates.
- 25.4 Management will consult with The Society before determining the community hiring rate and a joint data collecting process will be used for setting the average community rate.
- 25.5 Progression from step-to-step on Salary Schedule 04 will be dependent upon satisfactory performance.
- 25.6 Step-to-step progression will be at six-month intervals for graduates hired at Step 2 or above.
- 25.7 Step-to-step progression will be at four equal intervals of 21 weeks plus one further progression to Step 6 at the second anniversary date for graduates hired at Step 1. Progression to Step 6 will not take longer than 24 months for anyone on the 04 Schedule.

25.8 Regardless of the date of appointment to an M&P or FM&P job, individuals will remain on Salary Schedule 04 until they reach the following steps:

Job Level	Minimum Step on Salary Schedule 04
MP1/FMP11	Step 4
MP2/FMP12	Step 5
MP3/FMP13 or higher level	Step 6

On the next regular progression date appointees to an M&P/FM&P job will be transferred to Salary Schedule 01 or 02 and will be paid 80% of the salary grade for their job. Salary progression thereafter will be in accordance with the Performance Pay Plan.

25.9 Employees who have reached Step 6 and have not yet been appointed to an M&P or FM&P job will be treated as special cases to be dealt with on an individual basis by line management.

25.10 A progression step may be withheld due to unsatisfactory performance. In such cases the employee's performance will be reviewed at the next progression date and, if performance has been satisfactory, the employee will progress to the next step. If progression must be withheld due to unsatisfactory performance for two consecutive progression periods, there may be cause for termination. If the employee's performance is satisfactory for one year following the withholding of a progression step the employee will be awarded a two-step increase, thus restoring his/her original progression pattern.

25.11 An absence greater than one month due to illness, pregnancy, parental leave, etc., may result in an extension of a step in the progression process. The original progression dates may be reinstated if satisfactory progress can be shown to have been made during an extension period.

25.12 Vacation provisions that apply to M&P staff on Salary Schedule 01 will also apply to employees on Salary Schedule 04.

25.13 Articles contained in Part XI (Relocation Assistance) will apply to employees paid from Salary Schedule 04 when they are appointed to an M&P or FM&P job.

25.14 Eligibility for other benefits and allowances which apply to regular staff will be granted to employees on Salary Schedule 04 when they are granted regular employee status.

25.15 Shift compensation reference point rate for employees on Salary Schedule 04 hired after January 1, 1993 will be 80 percent of MP2.

25.16 Students

Student employees will be paid in accordance with Schedule 04.

**26.0 FM&P SALARY SCHEDULE 02**

The upper six grades of the FM&P Salary Schedule 02 shall be equivalent to M&P Salary Schedule 01.

**27.0 OFFICE SUPERVISORY AND SERVICES (OSS) SALARY SCHEDULE 05**

The pay rates for OSS 8 to 12 of the OSS Salary Schedule 05 shall be equivalent to MP1 to MP5 on the M&P Salary Schedule 01.

**30.0 TMS AGREEMENTS**

Trades Management Supervisors/Trades Supervisors (TMS/TS) shall receive payments calculated as follows:

30.1 Union Relief Rate (currently 17% or 22%, whichever is applicable in each situation) minus the actual pay differential between the TMS/TS reference point and the base rate of the highest trade group supervised, as per occupational definition, plus 3%.

$$JP \left( URR - \frac{(TMS - JP)}{JP} \times 100 + 3\% \right)$$

- URR = Union Relief Rate (17% or 22% depending on situation)
- JP = Highest Journeyman Rate Supervised
- TMS = Reference Point of Relevant TMS Position

An example of the payment would be: if the differential between the Union journeyman and the TMS = 15%, then the payment would be 17% (appropriate relief rate) minus 15% plus 3% = 5%.

30.2 In addition, where a TMS is supervised by a TMS, the existing salary grade differential will be maintained (6.625% or 13.25%, whichever is applicable in each situation).

- 30.3 a) These payments will be based on CUPE Local 1000 rates effective April 1 of each year and calculated on an annual basis. In addition, the payments will be prorated in situations where a person is promoted to a TMS position during the year.
- b) During the term of the Collective Agreement (January 1, 2004 to December 31, 2004) TMSs whose "base" salary (including any applicable relativity allowance) is less than the equivalent to the applicable URR will receive a "top up" allowance to bring their "base" salary (including any applicable relativity allowance) up to this equivalent level, as a minimum. This "top up" allowance will be treated in accordance with Section 30.4 and will not affect the employee's performance standing. Calculations for these payments will be done annually in April 2004. The "top up" allowance calculated in April may be revised by subsequent performance pay increases.
- c) Incumbents in the Trades Supervisor TMS 02 - Planning Co-ordinator position (Occupation Code 488880) do not meet the eligibility criteria for payments under this Article. As a result of the grievance settlement of May 12, 1993, however, **Bruce Power** agrees to continue payments under this Article to incumbents in this position during the

term of the Collective Agreement or until the results of The Society-Bruce Power Internal Relativity Project are implemented or until this job is no longer rated under the TMS job evaluation plan, whichever is earlier.

- 30.4 Effective April 1, 2004 until March 31, 2005 or unless agreement is reached as per Section 30.5 below, these payments will be paid on a weekly basis and treated like base salary with respect to overtime, pension and other wage-sensitive entitlements including any promotion increase. An employee's performance pay standing will not be affected by this payment.
- 30.4.1 When a TMS position is temporarily given a higher TMS classification or a TMS relieves for a higher-rated TMS for a minimum of five consecutive days or ten cumulative days annually, and in these situations there is a relief rate rub per Sections 30.1 or 30.2, payments will be recalculated to reflect the rub point in the reclassified/relief position and paid on a pro-rated basis for these periods. Under no circumstances will the TMSs pay (base plus any applicable relativity allowance) decrease.

For the sake of clarity by the addition of the TMS Relativity payment formula to Attachment A, Article 7, it is intended that the amount of money available for any change to this formula will be the same as that provided to the applicable Business Unit under Article 30.1 and 30.2. Flexibility is given to negotiate a redistribution of this money to TMSs within the Business Unit. There is no flexibility to modify the amount of money in the "envelope" or to change other provisions in Article 30 e.g., payments must be treated like base pay. Any Business Unit Agreement would be in accordance with Article 7 and also subject to ratification by TMSs in the affected Business Unit. The default would be the formula in Article 30.

- 30.5 The parties agree that a permanent solution to the TMS relativity problem requires the expeditious development of a long-term and credible compensation approach based upon an integrated, single job evaluation plan for all Society-represented staff. They intend to jointly develop this job evaluation plan and a plan for its implementation by January 1, 2001. A Job Evaluation Integration Project team (JEIP) has been established for this purpose. If Agreement on these matters is reached by this date, payments made under the terms of this Article shall continue until the new job evaluation plan is implemented, unless the JEIP team recommends an alternate transitional approach. If Agreement on these matters is not reached by this date, the parties shall review this Article to determine if the continuation of these payments is appropriate.

## **31.0 JOB EVALUATION PLANS**

### **31.1 Job Evaluation Plans**

Job evaluation plans which are used to rate Society-represented jobs form part of this Collective Agreement. These plans are:

- Plan A (revised January, 1988), used to classify all M&P jobs;
  - Plan A Job Evaluation Manual - delete the phrase "Once exclusion from CUPE Local 1000 has been confirmed" on page 3.
- Field Management and Professional Job Evaluation Plan (revised July, 1988), used to classify all FM&P jobs.

- Trades Management Supervisors Job Evaluation Manual (April, 1986), used to classify all TMS jobs.
  - TMS Job Evaluation Manual - delete criteria “(a) qualify for exclusion from union jurisdiction” on page 2.
- Non-Union Clerical-Technical Job Evaluation Manual (reissued January, 1988), used to classify all OSS jobs.
- Hay Plan (July, 1990), used to classify all SEI and Nursing jobs.

## **31.2 Process for Employee Initiated Job Reviews**

- 31.2.1 **An employee or group of employees may request a job review through The Society, indicating a desired rating for the position(s) in question along with a justification for the new rating.**
- 31.2.2 **Management has 30 days from the date of the request to decide whether to perform a job review. If management agrees to perform a job review then it must complete the job review within 60 days of the date of agreement.**

- 31.2.3 **If management decides not to perform the job review, or the job review results in a classification unsatisfactory to the employees involved, the Society may file a grievance within 10 working days of the communication of the decision. All such grievances will be filed at Step 2 of the Society/OPGI grievance procedure contained in Article 16 of the Collective Agreement.**
- 31.2.4 **In the case where a grievance is filed, the parties commit to have a fact-finding pre-meeting to share information and discuss possible resolutions. A standing Pre-Step 2 meeting will be scheduled on a bi-monthly basis to meet one month before the regularly scheduled Step 2 meetings (as specified in Article 16 of the Collective Agreement). The parties, with the aid of job evaluation experts, will exchange information on outstanding job challenges.**
- 31.2.5 **If there is no resolution of the grievance, a Step 2 meeting will be held on the next regularly scheduled standing Step 2 meeting (as specified in the new Article 16 of the Collective Agreement).**
- 31.2.6 **Any unresolved issues will proceed through the grievance/arbitration process in Article 16 of the Collective Agreement at Step 2.**

## **32.0 PERFORMANCE PAY PLAN**

- 32.1 During the term of this Collective Agreement (January 1, 2004 to December 31, 2004), **Bruce Power** will not terminate or alter the terms of the Performance Pay Plan (1978, revised 1987) without the agreement of The Society. The current practice for administering the Plan will continue.
- 32.2 **Bruce Power** will make the following minimum performance payouts:

### **Skills/Competencies**

The Company will make minimum performance payouts of 1.0% of base payroll effective January 1, 2005 (for the performance year 2004).

### **Notes:**

The Skill/Competencies components are based on individual performance and are being developed according to the terms and conditions of the Letter of Understanding dated April 6, 2000 and titled "Settlement of PPM Policy Grievance (December 3, 1996) and Negotiations of New Performance Pay Plan and Job Evaluation Plan."

The above amounts are exclusive of goalsharing.

These amounts will be paid out on the dates specified even if a new plan is not finalized. In such an instance the parties will meet to negotiate the interim pay-out measures and standards using, if necessary, the assistance of George Adams as mediator/arbitrator.

- 32.3 **Bruce Power** will consult with The Society on the performance pay guidelines for any future distribution of performance pay at the **Bruce Power** level and in each Business Unit prior to implementation.
- 32.4 Within 90 days of the implementation of any performance payout, **Bruce Power** shall provide The Society with the following data in electronic format:
- a) Salary information for Society-represented employees as of December 31 of the preceding year and January 1 of the current year with fields identifying employee number, salary schedule, salary grade, and performance standing for each date, Business Unit, Division, department, and location. If there are five or less employees in any organizational unit, their salary information will be included in the next larger organizational unit.
  - b) Statistics regarding distribution of the year's performance pay adjustments, performance pay standings, and company ratios by salary grade and Business Unit for all performance paid staff. If there are five or less employees in any organizational unit, their salary information will be included in the next larger organizational unit.
- 32.5 Nothing in this article amends or abrogates any terms of the Performance Pay Grievance Settlement, dated June 21, 1996 and the Personal Performance Management Grievance Settlement dated April 6, 2000.

### **33.0 PROMOTION-IN-PLACE PLANS**

#### **33.1 Definition**

A "promotion-in-place plan" (PIP) means a developmental plan involving a hierarchy of related jobs, in which employees who meet defined criteria will be promoted without advertising, and where it is the normal expectation that employees will reach the end position.

#### **33.2 Principles**

- 33.2.1 The Society should be involved in the development and periodic review of PIPs.
- 33.2.2 Either The Society or Management may initiate discussions on PIP proposals.

#### **33.3 Conditions**

- 33.3.1 All new and revised PIPs must have the joint agreement of the **JWP**. During the term of the Collective Agreement, a catalogue of existing PIPs will be developed and the **JWP** will determine the schedule for their review upon request by either party.
- 33.3.2 Salary treatment upon promotion within PIP will be in accordance with Section 66.2.

- 33.3.3 Employment continuity treatment of employees with respect to PIPs will be in accordance with Article 64.
- 33.3.4 Vacancies for PIP jobs will be advertised in accordance with Clause 65.6.1 (e).
- 33.3.5 All jobs in a PIP must be evaluated under the applicable job evaluation plan.

### **33.4 Standard Features**

All PIPs must have the following features:

- Based on a developmental plan to an end position.
- Based on the expectation that normally employees in PIP jobs will reach the end position.
- A sunset clause.
- Joint Society-Management Agreement on promotion criteria consistent with the PIP.
- Promotion within PIP based upon the employee meeting defined criteria (e.g., performance measures, experience, breadth of assignments). If an employee has met all of the criteria for a promotion, and the only item preventing the promotion is the individual's performance standing, then the promotion should be implemented.
- Targeted to have sufficient staff in the higher level positions for unit viability.
- Specification of the normal expected time period an employee should take to progress through the various stages of the PIP.
- Provision for employees to have a reasonable opportunity to fulfill requirements to qualify for progression within the normal expected time frame.

### **34.0 TEMPORARY EMPLOYEES**

Intent: Temporary employees are employees hired for short-term work assignments which are not ongoing and/or where there are no available qualified regular employees to perform the work. Such work assignments are not expected to go beyond 12 months, but may be extended up to a maximum period of 24 months with The Society's Agreement. The impact on employment continuity should be an important consideration in the decision to hire temporary employees.

#### **34.1 Society Notification**

**Bruce Power** will discuss the circumstances with the local Society representative prior to hiring a temporary employee. The Society will be informed of the job skill needs, the salary classification for the position, the expected job duties, and the duration of the assignment.



Assignment extension beyond 12 months requires the agreement of The Society. At 24 months, **Bruce Power** will either terminate the employee, advertise the position if there is an ongoing staff requirement, or obtain the agreement of The Society for a further extension. If the position is advertised, and the temporary employee is not selected for the vacancy, the employee will be terminated.

Temporary employees will have their applications for vacancies considered in accordance with Article 65.6.3.

Notwithstanding the above, **Bruce Power** may utilize a temporary employee for up to 36 months with the approval of the appropriate Society Unit Director.

## **34.2 Temporary Employees with Less than 12 Months' Service**

### **34.2.1 Compensation and Benefits Treatment**

- i) Vacations: payment of the prorated amount of 15 days adjusted earnings or 4%, whichever is greater.
- ii) Statutory Holidays:
  - a) Provincially regulated employees: pay for statutory holidays provided the employee has more than three months' accumulated service.
  - b) Federally regulated employees: pay for statutory holidays provided the employee has more than 30 calendar days' service.
- iii) Floating Holidays: three floating holidays after 20 weeks' continuous service.
- iv) Sick Leave: credits for one-half day at 100% pay for each month of accumulated service.
- v) Semi-Private and EHB Plan: optional at employee's cost.
- vi) Remembrance Day; Personal Time Off; Parental Leave (excluding the SUB Plan); Jury Duty; Special Time Off at Christmas: same as regular employees.
- vii) Kilometre Rates: same as regular employees.
- viii) Personal Travel and Accident Benefits: same as regular employees.

### **34.2.2 Termination**

When a temporary employee with less than 12 months' service is terminated for other than cause, he/she will receive at least two weeks' notice in writing.

**34.3 Temporary Employees with More than 12 Months' Service**

Temporary employees with more than 12 months' service are entitled to sick leave credits equal to eight days at 100% and 15 days at 75% per annum, performance appraisals and consideration for performance pay, and severance pay equal to two weeks' base salary per continuous year of service. All items in Section 34.2 above, except for 34.2.1 (iv), will also apply to these employees.

**34.4 Temporary Employees Working Reduced Hours**

Temporary employees who work reduced hours will have the items listed in Sections 34.2.1 and 34.2.2 pro-rated in accordance with the provisions outlined in Article 71 (Reduced Hours of Work).

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## PART VIII - ABSENCE FROM WORK

### 35.0 PAID/UNPAID TIME OFF

Intent: It is recognized that from time-to-time, an employee will be faced with situations that may require him/her to be absent from his/her work. Such time will be either with or without pay, or a combination of both, and will be granted where there is an entitlement under this Agreement, a clear legal or statutory requirement, or where, in the supervisor's judgment, such time off is warranted by specific circumstances. It is further recognized that it is the employee's responsibility to balance his/her need for a leave of absence with the work requirements of his/her unit.

Where the granting of the absence is discretionary, considerations would include: factors beyond an employee's control that prevent him/her from attending work; severity or nature of circumstance; workload of the unit.

The exact amount of time off is at the discretion of Management; however, the entitlements of employees in specific circumstances include those described below.

### 35.1 Jury Duty/Required Attendance at Court

For the duration of the Jury Duty, or required attendance at an Inquest or court (subpoenaed witness), the employee's normal base earnings and benefits will be maintained. The employee is responsible for informing his/her supervisor as to the probable duration of the jury duty.

### 35.2 Funeral Leave

**Should bereavement occur in a regular or temporary employee's family, he/she may request bereavement leave, and he/she shall be granted such time off with pay as is reasonable in the circumstances. A period of up to five (5) days may be granted in the event of the death of the immediate family including parent, parent-in-law, spouse and child. A period of up to three (3) days may be granted in the event of the death of a member of the family including, brother, brother-in-law, sister, sister-in-law, son-in-law, daughter-in-law, grandparents, grandparents-in-law and grandchildren. Factors governing the duration include relationship of the deceased to the employee, location of funeral, and need for the employee to be involved in arrangements or executor duties. In the event of the death of a fellow employee, time off with pay may be granted to attend the funeral.**

### 35.3 Medical and Dental Appointments

An employee may attend a medical consultation, receive dental treatment or be absent because of sickness for less than one-half day without reduction of sick leave credits and/or pay.

## 35.4 Family Care

An employee is entitled to take time off for family care. Normally, up to five (5) days a year may be taken for this purpose. By mutual agreement with his/her supervisor, the employee may pay for this time by using his/her banked overtime, by working back the time over a reasonable period of time, or by taking the time off without pay.

## 35.5 Short Term Absences

**Payment for short-term absences (e.g., vacation, sick leave) will be based on the normal rate paid for scheduled job hours, except as stated elsewhere in this Agreement.**

## 36.0 EMPLOYEES HIRED AS SOCIETY STAFF

At the request of The Society, a leave of absence may be granted to an employee who is offered a Society staff position. During this period The Society will assume:

- Cost of salary.
- **Bruce Power's** cost of contributions to the Pension and Insurance Plan, and the LTD Plan.
- The responsibility and cost of providing Health, Dental and Sick Leave Insurance/coverage.
- The responsibility for any other employee contributions related to employee wages and benefits provided by The Society.

At the end of the leave of absence, **Bruce Power** is obligated to relocate the employee within **Bruce Power** at a salary classification as close as possible to the position held at the time the leave of absence was granted. An employee on leave will be neither advantaged nor disadvantaged in a surplus situation.

## 37.0 RELEASE OF SOCIETY REPRESENTATIVES

### 37.1 Intent

**Bruce Power** will grant elected Society representatives reasonable paid time off from normal duties for purposes of involvement in joint processes and business related to Society/Management relations under this Agreement.

**Bruce Power** recognizes and appreciates the dual responsibility employees elected to hold Society office have to their job and to Society members. Society representatives and their supervisors (those excluded from The Society) are encouraged to pursue a mutually acceptable and cooperative approach to managing the requirement for absences as a result of this dual role. Management recognizes that the need for time off from normal duties will vary with the position that the employee holds within The Society. The higher up in The Society the more will be the demands for time off.

## **37.2 Specific Circumstances**

- 37.2.1 Absence from work due to The Society representative's involvement in joint processes, tripartite processes or with respect to other business related to Society/Management relations under this Agreement, should not negatively impact on his/her performance appraisal.
- 37.2.2 In the expectation that the joint problem solving approach based on the **JWP** principles outlined in Article 1.2 will be mutually beneficial to the relationship between **Bruce Power** and The Society, Management agrees to continue its practice of maintaining base salaries for Society representatives involved in all joint processes up to but not including arbitration unless required by Management to attend.
- 37.2.3 Society Delegates and members of the Board of Directors will be permitted two (2) days per year at their normal base rates to attend Delegates' Council meetings. Members of the Board of Directors will be permitted up to 12 additional days per calendar year at their normal base rates, to attend Society Board meetings.
- 37.2.4 **Bruce Power** will release elected Society representatives from their normal duties without pay for other Society business. The Society will give Management reasonable notice of such releases, and Management will normally release such representatives. From time-to-time there may be unexpected events that prevent such a release, but such situations will be the exception.
- 37.3 When employees are released from their regular positions, these employees will retain the position they had subject to applicable provisions of the Collective Agreement. In addition, such employees are entitled to such reasonable training or reskilling to return to their normal duties as is feasible. In the event that a Society representative is declared surplus, Society responsibilities will be factored in for the purposes of [clause 64.7.1.2](#) (Interruption of Search/Notice Period).**
- 37.4 Management acknowledges that Society Unit Directors (UD) duties may require up to 100 percent paid release time, in recognition of normal UD work plus significant participation in joint and tripartite processes and other business related to Society-Management relations. If a Unit Director is not involved significantly in these kinds of activities and processes then the release time required would normally be 50%.**

**Unit Directors will keep local management apprised of their Society responsibilities and commitments in order to resolve release time issues, to the greatest extent possible, at the local level. Any disputes with respect to whether 50% or 100% release time is required will be resolved at the JWP level.**

**Society Unit Directors will become signatories to the Partnership Agreement between Bruce Power and The Society and Power Workers' Union to reinforce The Society's commitment to maintaining a constructive approach to resolving issues.**

## **38.0 VACATIONS**

### **38.1 Vacation Entitlement**

The combination of Vacation Commencement (VCD) plus External Experience Value (EEV) determines service for vacation entitlement for the purpose of this Article.

**38.2 Less Than One Year of Service by June 30**

One and one-half (1½) days vacation for each full month of service completed between June 30 of the previous year and July 1 of the current year to a maximum of three (3) weeks (15 working days).

**38.3 One to Seven Years of Service**

Fifteen (15) working days (three weeks) annually when an employee has completed from one (1) to seven (7) years of service by the end of the calendar year.

**38.4 From Eight to Fifteen Years of Service**

Twenty (20) working days (four weeks) annually when an employee has completed from eight (8) to fifteen (15) years of service by the end of the calendar year.

**38.5 For Sixteen to Twenty-Four Years of Service**

Twenty-five (25) working days (five weeks) annually when an employee has completed sixteen (16) years to twenty-four (24) years of service by the end of the calendar year.

**38.6 For Twenty-Five or More Years of Service**

Thirty (30) working days (six weeks) annually in the calendar year in which an employee completes twenty-five (25) years of service and in each succeeding year.

**38.7 External Experience Credit**

(Applicable to 4, 5, and 6 Weeks Vacation Entitlement)

**38.7.1 Appointments to Positions Paid from Salary Schedules 01, 02, 05, 11, 12, and 15**

Employees who were or are hired directly into, or within one year of their ECD were, or are, appointed to a Society-represented position and paid from Salary Schedules 01, 02, 05, 11, 12, and 15 will receive the following vacation credits for external experience, applicable to four, five, and six weeks vacation entitlement. Credits are based upon the highest salary grade attained within one year of hiring and are translated into an External Experience Value (EEV).

The effective date of External Experience Credit entitlements will be as follows:

Salary Schedules 01, 02	April 1, 1956
Salary Schedules 05	January 1, 1988
Salary Schedules 11, 12, 15	January 1, 2001

<b>Salary Grade Hired Into</b>	<b>Vacation Credit</b>
MP1/FMP11/TMS1-2/TS1-6/OSS1-8 <sup>1</sup>	1 year
MP2/MF22/FMP12/TMS3/TS7-8/OSS9 <sup>2</sup>	2 years
MP3/MF23/FMP13/TMS4/TS9-10/OSS10	3 years
MP4/FMP14/TMS5/OSS11	4 years
MP5/FMP15/OSS12	5 years
MP6/FMP16	6 years

**38.7.2 Appointments to Positions Paid from Salary Schedules 04 and 18**

An employee hired on or after December 31, 1981 and paid from Salary Schedule 04 or 18, will receive one year's vacation credit.<sup>1</sup>

**38.8 Vacation Credit for Prior Service**

Employees will be entitled to vacation credits for all prior service, including casual employment, regardless of breaks in service.

**38.9 Vacation Without Pay**

Up to one week off without pay may be taken by employees for vacation purposes.

**38.10 Use of Vacation Credits of Succeeding Year at Christmas**

For purposes of taking time off at Christmas (December 15 to December 31) employees will be permitted to utilize earned vacation credits for the succeeding year.

**38.11 Banked Vacation**

Effective January 1, 1993, upon eligibility for 25 working days (five 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.

**38.12 Vacation Bonus**

Employees shall receive one day's base pay (or adjusted earnings) for each year of service beyond twenty-five (25) years, to a maximum of ten (10) days' pay.

**38.13 Vacation Entitlement on Retirement/Termination**

**Retirement**

<sup>1</sup> Relevant work experience of one year or more is required to receive this credit.

<sup>2</sup> Relevant work experience of two years or more is required to receive this credit.

A retiring employee may take part/all of earned vacation for the year in which he/she retires, plus authorized carryover from previous years and banked vacation, or receive cash payment in lieu, plus any vacation bonus.

**38.14 Vacation Pay on Retirement/Termination is as follows:**

- a) If an employee terminates between July 1, and December 31, he/she receives the following:
  - i) Pay for any unused vacation days earned up to June 30, and not taken during the current calendar year; plus
  - ii) 4% of accumulated earnings from July 1, to the date of termination, or the appropriate percentage (determined by vacation entitlement) of base earnings from July 1, to the date of termination; whichever is greater.
- b) If an employee terminates between January 1, and June 30, he/she receives the following:
  - i) 4% accumulated earnings from July 1, to date of termination, or the appropriate percentage (determined by vacation entitlement) of base earnings from July 1, to the date of termination; whichever is greater; minus
  - ii) Vacation taken in the current calendar year.

“Base earnings” in this Section refers to base pensionable earnings for normal scheduled hours of work.

“Accumulated earnings” in this Section refers to base earnings, plus overtime pay, shift allowances, etc.

The appropriate percentages determined by vacation entitlement are as follows:

- 4% of accumulated wages if entitlement is 10 working days or less annually.
- 6% of base earnings or adjusted earnings to date if entitlement is 15 working days annually.
- 8% of base earnings or adjusted earnings to date if entitlement is 20 working days annually.
- 10% of base earnings or adjusted earnings to date if entitlement is 25 working days annually plus any vacation bonus.
- 12% of base earnings or adjusted earnings to date if entitlement is 30 working days annually plus any vacation bonus.

If the reason for termination is the death of an employee, the payment will be made to the estate or beneficiary.

For calculation purposes, the termination date is the employee's last day of work. The employee is removed from payroll on this date.



In cases where the termination is due to causes other than death, the termination date must not be extended to permit use of outstanding vacation credits or lieu days which are paid for in cash on termination.

### **38.15 Deferment or Interruption of Vacation**

- 38.15.1 Reimbursement will be made for out-of-pocket expenses incurred by an employee who, at the request of **Bruce Power**, either defers an approved vacation or returns before the vacation has expired.
- 38.15.2 When an employee is called back from vacation or when an employee's vacation is cancelled at the request of **Bruce Power**, 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.
- 38.15.3 Deferred or interrupted vacation days will be rescheduled at a later date.

### **39.0 STATUTORY HOLIDAYS AND FLOATING HOLIDAYS**

#### **39.1 The following days are recognized by Bruce Power as statutory holidays:**

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

If a statutory holiday falls on a day when an employee is off on sick leave, pay is not charged against sick leave credits for that day. A statutory holiday falling within an employee's vacation period is not counted as part of the vacation, but is taken as an extra day of holiday.

Payment for statutory holidays will be on the basis of straight time for the normal hours of work per day.

- 39.1.1 When Canada Day falls on a Saturday or Sunday, it shall be observed on the following Monday.
- 39.1.2 When Christmas falls on a Friday and Boxing Day on Saturday, a half-holiday will be granted on the preceding Thursday. The days of observance will not be moved.

When Christmas falls on a Saturday and Boxing Day on a Sunday, a half-holiday will be granted on the preceding Friday. Christmas will be observed on Saturday. Boxing Day will be observed on Monday.

If Christmas Day falls on a Sunday, it shall be observed on Monday and Boxing Day on Tuesday.

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

When Christmas falls on a Wednesday and Boxing Day falls on Thursday, the Friday following Boxing Day will be granted as an additional holiday. The days of observance will not be moved.

- 39.1.3 When New Year's Day falls on a Saturday, an additional holiday shall be granted on either the preceding Friday, or the following Monday. The day of observance will not be moved.

When New Year's day falls on a Sunday, it shall be observed on Monday.

- 39.1.4 Holiday Shutdown

**Bruce Power** may authorize a shutdown over the Christmas - New Year period. In order to encourage employees to voluntarily take this time off, employees will be allowed to use up earned vacation from the following calendar year in order to cover the shutdown period.

- 39.1.5 **Employees who are active in the armed forces reserves will be eligible for time off/or payments as described below:**

**If on Remembrance Day eligible employees as described above are:**

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

## 39.2 Floating Holidays

Employees who have completed 20 weeks of continuous service in any calendar year are entitled to three floating holidays. Such days will be taken on dates mutually agreeable to the employee and the supervisor. Floating holidays must be taken in the year they are earned (i.e., there is no carryover for floating holidays).

If an employee terminates after completing 20 weeks of continuous service in a calendar year, **Bruce Power** will make a cash payment in lieu of any unused floating holiday credits.

If an employee terminates prior to the completion of 20 weeks of continuous service in a calendar year, entitlement is as follows:

- An employee not entitled to floating holidays in the previous calendar year is not entitled to floating holidays in the current calendar year. If an employee has been granted a floating holiday(s), **Bruce Power** will recover one day's pay for each floating holiday taken.
- For an employee entitled to floating holidays in the previous calendar year, entitlement will be prorated based on the number of weeks of continuous service in the year of termination. **Bruce Power** will either make a cash payment for any unused floating holiday credit or recover the value of any unearned portion taken.

## 41.0 PREGNANCY/PARENTAL LEAVE

The entitlements in this article are generally described in the brochure “Pregnancy and Parental Leaves – All Society Represented Performance Paid Staff” (April 1, 1999). The Brochure is under revision to reflect the provisions below.

### Definitions

*Pregnancy leave* means a leave of absence of up to 17 weeks for a pregnant employee who has been employed by **Bruce Power** for at least 13 weeks immediately preceding the expected birth date. Unless provided for in this Article, this leave is without pay.

*Parental leave* means a leave of absence for an employee who has been employed by **Bruce Power** for at least 13 weeks and who is the parent of a child. This employee is entitled to a leave of absence following the birth of the child, or the coming of the child into the custody, care and control of the parent for the first time. Unless provided for in this Article, this leave is without pay.

For an employee who takes pregnancy leave, the leave of absence is for a period of up to 35 weeks. For an employee who does not take pregnancy leave, the leave of absence is for a period of up to 37 weeks.

## 41.1 Pregnancy Leave

- a) Start Date: Pregnancy leave may begin at any time during the 17 weeks immediately preceding the expected date of delivery.
- b) End Date: Pregnancy leave normally ends 17 weeks after the pregnancy leave began.
- c) Notice: The employee must give **Bruce Power** as much notice as possible and a certificate from a legally-qualified medical practitioner stating the expected birth date. In no case, however, will the employee provide less than two weeks' written notice of the day the leave is to begin.
- d) Reinstatement: At the end of pregnancy leave, the employee will be eligible to return to the position the employee had prior to the leave, if it still exists, or to a comparable position, if it does not.
- e) Benefits: **Bruce Power** will continue to pay the **Bruce Power** portion of the contributions for Group Dental, Extended Health Benefits, Pension Plan, Life Insurance, and any other type of benefit plan related to the employee's employment as prescribed by the Employment Standards Act for provincially regulated employees, and the Canada Labour Code for federally regulated employees, for the duration of the pregnancy leave, unless the employee gives **Bruce Power** written notice that the employee does not intend to pay the employee portion of the contributions, if any.
- f) Service Credits: Employees on pregnancy leave shall be entitled to normal accumulation of service credits for the duration of the pregnancy leave.
- g) A pregnant employee may continue to work during a normal pregnancy until such time as the duties of her position cannot be reasonably performed.

- h) An employee on pregnancy leave does not qualify for sick leave.

#### 41.2 Parental Leave

- a) Start Date: The parental leave must begin no later than 52 weeks after the day the child is born or comes into the custody, care and control of the parent for the first time for provincially or federally regulated employees.

The parental leave of an employee who takes a pregnancy leave must begin when the pregnancy leave ends unless the child has not yet come into the care and control of the parent for the first time.

- b) End Date: Parental leave normally ends 35 weeks after the parental leave began for an employee who also took pregnancy leave or 37 weeks for an employee who did not take pregnancy leave.
- c) Notice: The employee must give **Bruce Power** as much notice as possible but in no case will there be less than two weeks' written notice of the date the leave is to begin.
- d) Reinstatement: At the end of parental leave, the employee will be eligible to return to the position the employee had prior to the leave, if it still exists, or to a comparable position, if it does not.
- e) Benefits: **Bruce Power** will continue to pay the employer portion of the contributions for Group Dental, Extended Health Benefits, Pension Plan, Life Insurance, and any other type of benefit plan related to the employee's employment as prescribed by the Employment Standards Act for provincially regulated employees, and the Canada Labour Code for federally regulated employees, for the duration of the parental leave, unless the employee gives **Bruce Power** written notice that the employee does not intend to pay the employee portion of the contributions, if any.
- f) Service Credits: Employees on parental leave shall be entitled to normal accumulation of service credits for the duration of the parental leave.
- g) An employee on parental leave does not qualify for sick leave.

#### 41.3 Benefits Under the Supplementary Unemployment Benefit (SUB) Plan

- a) In order to be paid a leave benefit in accordance with the Supplementary Unemployment Benefit Plan, the employee:
  - i) Must provide **Bruce Power** with proof that she/he has applied for, and is eligible to receive unemployment insurance benefits pursuant to the Employment Insurance Act; and,
  - ii) Must be regular and employed by **Bruce Power** for at least 13 weeks immediately preceding the date of delivery/adoption; and,
  - iii) Must (a) be on pregnancy leave, or (b) be on parental leave.

- b) According to the Supplementary Unemployment Benefit Plan, payments will consist of the following:
- i) For the first two (2) weeks, payments equivalent to ninety-three percent (93%) of the employee's base pay (includes parental leaves); and
  - ii) When receiving EI benefits, the employee is eligible to receive payments equivalent to the difference between the EI benefits and ninety-three percent (93%) of the employee's base pay for up to fifteen (15) weeks while on pregnancy leave and for up to **five (5) weeks** while on parental leave. Where the employee's base salary exceeds 1.5 times the Years Maximum Insurable Earnings, the employee will receive an additional \$300 as a lump sum as full compensation for any clawback that may be required by Canada Customs and Revenue Agency or any other government agency.
  - iii) Where an employee becomes eligible for an annual increment/salary schedule adjustment during the period of pregnancy/parental leave, payments under 41.3(b)(i) and 41.3(b)(ii) shall be adjusted accordingly.
- c) An employee who qualifies under Section 41.3(a) shall sign an agreement with **Bruce Power** providing:
- i) That she/he will return to work and remain in **Bruce Power's** employ for a period of six (6) months from the date of return to work.
  - ii) That she/he will return to work on the date of the expiry of pregnancy/parental leave, unless this date is modified with **Bruce Power's** consent or unless the employee is then entitled to a leave extension provided for in this Article.
  - iii) That should the employee fail to return to work as per the provisions of Subsections 41.3(c)(i) and 41.3(c)(ii), the employee recognizes that she/he is indebted to **Bruce Power** for the amount received under the SUB plan.

**41.4 In negotiations with OPGI for the 2001-2003 OPG/Society collective agreement, it was agreed to revise the pregnancy and parental provisions. Subsequent to the Memorandum of Settlement, the Provincial government amended the Employment Standards Act to allow for a longer parental leave.**

**In drafting the language for Article 41(Pregnancy/Parental Leave), the parties had to reconcile the existing agreement language with the new ESA provisions. It was agreed that the new ESA provision for 35 weeks of parental leave was a reasonable leave period and the 4-week unpaid parental leave extension provided under the 1999-2000 collective agreement could be subsumed in the entitlement. In the event that the ESA parental leave provisions are reduced below 35 weeks, Bruce Power agrees to reinstate an extension in the same magnitude as the reduction for all categories in Article 41. The maximum reinstated extension will not exceed 4 weeks.**

## PREGNANCY/PARENTAL LEAVES – TIME LINES

\*Only maximum entitlements available are shown:

Time lines show maximum lengths of leaves which may be available, providing qualifiers/conditions of specific legislation/agreements/policies are met.

EI Benefits show maximum amounts which may be available. Employees should be referred to the nearest EI Office to determine their specific entitlements.

SUB Plan Benefits show maximum amounts which may be available, providing qualifiers/conditions of specific agreements/policies are met.

### PROVINCIAL AND FEDERAL EMPLOYEES

#### Birth Mothers:

Pregnancy	
2 wks	15 wks
93%	EI+SUB=93%*

Plus Parental Leave as outlined below.

All parents who are entitled to Parental Leave and EI benefits in accordance with Employment Standards Act or Canada Labour Code.

Parental Leave		
2-week waiting period (If required*)	5 wks	30 weeks maximum
unpaid	EI*+SUB=93%	EI

Duration of Parental Leave is maximum 35 weeks if the employee has preceded their Parental Leave with Pregnancy Leave. Otherwise, the maximum is 37 weeks.

\* **Note:** A waiting period is not always required, should parents choose to share parental benefits, the parent filing the second claim would not be required to serve a two-week waiting period. There would be one waiting period per birth or adoption.

All parents who are entitled to Parental Leave in accordance with Employment Standards Act or Canada Labour Code, but who are not eligible for EI benefits

Parental Leave (Maximum 35 weeks)
Unpaid

**The value of any Unemployment Insurance Commission (UIC) rebate shall accrue to Bruce Power.**

**42.0 SICK LEAVE PLAN FOR EMPLOYEES HIRED PRIOR TO JANUARY 1, 2001**

- 42.1 The Sick Leave Plan provides for maintenance of an employee's income when he/she is absent from work due to illness or non-occupational injury.
- 42.2 Employees are granted 23 days of sick leave a year - eight (8) days at full pay and 15 days at three-quarter pay. These grants accumulate continuously each year if not used, up to a maximum of 200 days at three-quarter pay and no limit to the number of days at full pay.
- 42.3 In the year in which an employee completes six years of service, all sick leave used in the first year of service will be restored. In the 7th year of service, all sick leave used in the 2<sup>nd</sup> year of service will be restored. This will continue until the employee has completed 15 years of service. In the 16<sup>th</sup> year of service, all sick leave used in the 11<sup>th</sup> through to the 15<sup>th</sup> years of service will be restored. In every year after 16 years of service, sick leave credits will be restored at the end of the year following the year in which they were used. There will be no payout of unused sick leave credits when an employee leaves the service of **Bruce Power**.
- 42.4 An employee will be reimbursed for any doctor's note required by **Bruce Power**.

**42A SICK LEAVE PLAN (FOR EMPLOYEES HIRED ON OR AFTER JANUARY 1, 2001)**

- 42A.1 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.
- 42A.2 When employees have exhausted their sick leave credits and are on sick leave, they will be paid at 75% of their base rate for a period of up to 6 months.
- 42A.3 Employees who are on continuous sick leave for 6 months and who qualify will be placed on Long Term Disability (LTD).
- 42A.4 In the event of denial of LTD benefits, the employee will have their wages maintained at 75% of base wages until completion of a LTD appeal process.
- 42A.5 Employees will be required to submit all Major Medical Absence forms required by management through their personal physician. The Company will compensate the employee for the cost associated with completion of these forms up to a maximum of \$20.00. It is the responsibility of the employee to ensure that the employer receives these forms within a reasonable period of time. If there is an issue with the receipt of this form, the supervisor will contact the employee's Society delegate and the delegate will work with the employee to provide the documentation as soon as possible. If the Major Medical Absence form is still not forthcoming, then the supervisor may discontinue the sick leave entitlement until the form is received.  
  
Employees will be reimbursed for any additional doctor's notes required by **Bruce Power**.
- 42A.6 Regular part-time employees shall receive a pro-rated number of sick leave credits.

## **43.0 LONG TERM DISABILITY FOR EMPLOYEES HIRED PRIOR TO JANUARY 1, 2001**

The Long Term Disability Plan provides financial security and rehabilitative employment features to regular employees during their absence from work due to extended sickness or injury. The benefits and terms and conditions of benefit entitlement of the Long Term Disability Plan are as described in: The Collective Agreement; the brochure entitled "Sick Leave and Long Term Disability Plans, updated April 10, 2000"; and Sections 1 through 7 of "Exhibit A" of the Administrative Services Agreement, dated April 1, 1999 between the company and the carrier. These documents, by reference, form part of the Collective Agreement. The benefits and terms and conditions of benefit entitlement as described in the above documents can be changed by mutual consent only.

### **43.1 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.

### **43.2 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.

### **43.3 Benefits**

During the disability period, the plan will provide an income equal to the lesser of:

- 43.3.1 Sixty-five percent (65%) of base earnings at the end of the qualifying period for LTD benefits, or
- 43.3.2 Seventy-five percent (75%) of base earnings at the end of the qualifying period for LTD benefits less any pension entitlement and/or any supplement from the Workers' Compensation Board (excluding the Non-Economic Loss award) and or the Canada Pension Plan, excluding benefits for dependents.

A person who runs out of sick leave credits during the qualifying period 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 **Bruce Power** Pension Plan, Health and Dental benefits, and the Group Life Insurance Plan.

### **43.4 Other Conditions**

- 43.4.1 **Bruce Power** and/or the insurance carrier reserve the right to periodically obtain necessary proof of continued disability. If at any time an individual who has been declared disabled and placed on LTD is capable of returning to any further service with **Bruce Power**, **Bruce Power** will request and The Society will normally grant a waiver of posting requirements except in the case of redeployment under Employment Continuity.



- 43.4.2 Employees who are in receipt of LTD benefits will have their LTD benefit levels adjusted by the indexation increase which is applied to the **Bruce Power** Pension Plan.
- 43.4.3 Where a position is identified that both **Bruce Power** and the employee on LTD agree he/she can become qualified for through educational retraining, **Bruce Power** will pay tuition fees associated with the retraining, up to a maximum of three years.
- 43.4.4 Employees on LTD must apply for CPP disability benefits after an appropriate period (6 months) unless there are compelling (e.g., medical) reasons that prevent the employee from doing so.

#### **43A LONG TERM DISABILITY (FOR EMPLOYEES HIRED ON OR AFTER JANUARY 1, 2001)**

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. The detailed information is included in the Insurance policy and generally described in the brochure "Sick Leave and Long Term Disability Plans - Society Represented Employees - Updated April 10, 2000".

##### **43A.1 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.

##### **43A.2 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.

##### **43A.3 Benefits**

During the disability period, the plan will provide an income equal to the lesser of:

- 43A.3.1 Sixty-five percent (65%) of base earnings at the end of the qualifying period for LTD benefits, or
- 43A.3.2 Seventy-five percent (75%) of base earnings at the end of the qualifying period for LTD benefits less any pension entitlement and/or any supplement from the Workers' Compensation Board (excluding the Non-Economic Loss award) and or the Canada Pension Plan, excluding benefits for dependents.

A person who runs out of sick leave credits during the qualifying period 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 **Bruce Power** Pension Plan, Health and Dental benefits, and the Group Life Insurance Plan.

#### **43A.4 Other Conditions**

- 43A.4.1 **Bruce Power** and/or the insurance carrier reserve the right to periodically obtain necessary proof of continued disability. If at any time an individual who has been declared disabled and placed on LTD is capable of returning to any further service with **Bruce Power**, **Bruce Power** will request and The Society will normally grant a waiver of posting requirements except in the case of redeployment under Employment Continuity.
- 41A.4.2 Employees who are in receipt of LTD benefits will have their LTD benefit levels adjusted by the indexation increase, which is applied to **Bruce Power's** Pension Plan.
- 43A.4.3 Where a position is identified that both **Bruce Power** and the employee on LTD agree he/she can become qualified for through educational retraining, **Bruce Power** will pay tuition fees associated with the retraining, up to a maximum of three years.
- 43A.4.4 Employees on LTD must apply for CPP disability benefits after an appropriate period (6 months) unless there are compelling (e.g., medical) reasons that prevent the employee from doing so.

#### **44.0 WORKERS' COMPENSATION LEAVE**

An employee awarded a Workers' Compensation grant shall be granted a compensable disability leave with compensation made up of a tax-free Workplace Safety Insurance Board award, and a taxable top-up grant for the duration of Workers' Compensation Disability benefits. The top-up grant will ensure an employee's net pay is maintained.

If the employee is awarded a Future Economic Loss (FEL) award and is unable to perform the essential duties of any available job, the leave and top-up grant will be extended for the first 24 months of the FEL award. If an employee is unable to return to work during the first two years of a FEL award, an application for LTD should be submitted. The qualifying period is waived in these cases, and LTD benefits will be payable at the expiry of the first FEL for a qualifying employee.

**Pending a decision of the Workplace Safety Insurance Board regarding the legitimacy of a claim the employee will receive sick leave. Employees who are receiving Workers' Compensation benefits for claims or injuries suffered while in the employ of an Employer other than Bruce Power are required to notify Bruce Power of being in receipt of those benefits in order to qualify for the top up grant. These employees will not be eligible for sick leave while receiving Workers' Compensation benefits for the top-up grant.**

The top-up grant for compensable disability leave will be withheld if the employee refuses a medically suitable position that she/he is capable of performing, pursuant to the provisions of Article 45 ("Rehabilitation and Re-Employment") of the Collective Agreement. The grant may also be withheld where an employee is subject to appropriate discipline or discharge for cause pursuant to Article 17 ("Discipline and Discharge").

Authority for withholding the supplementary grant is vested in Directors.

## **45.0 REHABILITATION AND RE-EMPLOYMENT**

### **45.1 Application**

This Article applies to **Bruce Power** employees who either have qualified for Long Term Disability (LTD) Plan benefits or have been approved for a Workers' Compensation (**WSIB**) award, and, regular employees who have medical disabilities that prevent them from performing the essential duties of their jobs.

### **45.2 Policy**

The parties seek to ensure that timely vocational rehabilitation and placement assistance is provided to affected employees whose medical impairments prevent performance of the essential duties of their jobs. The goal is re-employment in a continuing capacity which will make maximum use of these employees' capabilities.

Entitlements to rehabilitation and re-employment will be provided pursuant to the terms of the **Bruce Power** Policy 04-03-04, "Rehabilitation and Re-employment", dated August 1991. As applied to Society-represented employees, the Policy will be subject to other provisions of this Collective Agreement and to relevant legislation, and may not be altered except by mutual agreement. The Society will be provided with notice in all circumstances in which notice is given to "the Union" under the Policy.

### **45.3 Rehabilitation**

An employee who is eligible for rehabilitation and is capable of rehabilitative employment is entitled to placement in a medically suitable position.

### **45.4 Re-employment**

An employee who is eligible for re-employment must be given a reasonable job offer in accordance with placement priorities under the Policy. Where more than one job is available, the employee will be offered the job nearest the salary level of the pre-disability position. The job offered should be no more than two salary levels below the pre-disability position. When an employee is placed in a lower rated position following rehabilitative employment, **Bruce Power** will maintain the base salary and benefits of the pre-disability position until the employee's performance standing in the new position exceeds that in the pre-disability position.

### **45.5 Termination of Employment**

In the event an eligible employee refuses reasonable rehabilitative employment or a reasonable job offer for re-employment, the employee shall be terminated without entitlement to LTD benefits. Where an employee grieves termination for medical incapacity an arbitrator shall have jurisdiction to consider relevant post-termination evidence of rehabilitation.

## PART IX - HEALTH BENEFITS

**Bruce Power**, through its claims services provider, shall provide extended health benefits and dental coverage as outlined in the pamphlet entitled "Health & Dental Benefits for Performance Paid Employees, Eligible Dependents and Pensioners", dated April 1, 1999, and in accordance with the existing insurance carrier contract for Society-represented staff.

### 46.0 EXTENDED HEALTH BENEFITS (EHB)

46.1 Effective January 1, 2001 the following applies:

- Where possible the drug card must be used for all drugs purchased. Paper claims for drugs not purchased through the drug card will be accepted on two months per year (October and April).
- Self-Testing Devices (Blood Pressure Kits) may be purchased once every three (3) calendar years.
- There is full coverage for Breathe Easy Strips.
- CPAP Machine and associated equipment including headgear, mask, hose and filters are covered.
- Viagra is covered with a yearly maximum of \$500.00 per person.
- Laser Eye Surgery to a lifetime maximum of \$3000.00 per person.
- Coverage for Chiropractic services is increased from \$500 to \$600 per year.
- Increased coverage for Chronic Care from \$30 per day to \$40 per day.
- Increased coverage for Convalescent/Rehab to 365 days per lifetime.
- TMJ Devices are covered at 85%. After a period of 5 years from the initial date of purchase, on the written recommendation of the attending physician and with the provision of any required supporting evidence, the \$1300 maximum may be reinstated.
- Increased coverage for Paramedical Services from \$500 per year to \$1500 per year.
- Coverage for Shiatsu Therapy when provided by a Registered Massage Therapist (RMT) or a Certified Shiatsu Therapist.
- Private Duty Nursing covered provided it is ordered by the attending physician and only to the extent the patient's medical needs for registered nursing cannot be provided through the Community Care Access Centre (CCAC).
- Increased coverage for Registered Clinical Psychologist from \$2000 annually to \$4000 annually.
- Coverage for Over-The-Counter Vitamins and Minerals is deleted.

- Coverage for food supplements, when prescribed by a physician may be for either Boost or Ensure.
- Coverage for either Synvisc or Orthovisc (but not both).

The parties agree to revise the Health and Dental Benefits for Performance Paid Employees, Eligible Dependants and Pensioners, dated April 1, 1999 brochure as per a sample provided during negotiations.

46.2 **Bruce Power** agrees to offer employees the option of using the Preferred Vision Services (PVS) Plan, subject to its availability.

46.3 **Bruce Power** agrees to investigate using its purchasing power to negotiate a discounted group rate for employees who wish to purchase out of country travel insurance.

#### 47.0 **DENTAL PLAN**

Effective January 1, 2001 the following applies:

- Coverage for Class B Services (excluding orthodontics) – increased from 75% to 85% coverage.
- Dental Predetermination is now valid for 6 months instead of 12 months
- Effective January 1, 2001 there must have been a 9-month period since the date of the last Recall appointment. This does not change entitlement to the units available for scaling and polishing.

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

#### 48.0 **SEMI-PRIVATE HOSPITAL ACCOMMODATION PLAN**

Coverage under the Semi-Private Hospital Accommodation Plan is unchanged.

## PART X - PENSION AND INSURANCE

### 49.0 LIFE INSURANCE

- 49.1 The benefits and terms and conditions of benefit entitlement for group life, living benefit and spousal life insurance for employees are as described in: The Collective Agreement; the brochure entitled "Group Life Insurance, Living Benefit and Spousal Life Insurance, updated April 10, 2000" and, group policies on group life insurance and living benefit and spousal life insurance dated April 1, 1999 between the company and the carrier. These documents, by reference, form part of the Collective Agreement. The benefits and terms and conditions of benefit entitlement as described in the above documents can be changed by mutual consent only.
- 49.1.1 The cost of basic term insurance for employees will be paid by **Bruce Power**.
- 49.1.2 The cost of additional term insurance for employees will be paid by the employees.
- 49.1.3 Upon retirement, term insurance equal to 50% of final base annual earnings will be provided, reducing to 25% ten years after retirement.
- 49.1.4 An employee will become eligible for membership in the plan upon being assigned regular status.
- 49.1.5 In the event that an employee does not make an election, Option I (see 49.2 below) will automatically be designated.
- 49.1.6 After the initial election period, a re-election of option will be permitted only once a year during the month of December.
- 49.1.7 The employee will be required to submit evidence of insurability if a re-election results in total increased insurance coverage.
- 49.1.8 Any re-election shall become effective on the January 1<sup>st</sup> following the year in which the re-election is made or on the date of approval by the insurer of any required evidence of insurability, whichever is later.

### 49.2 Life Insurance Options

Option	Basic Term Insurance <sup>3</sup>	Additional Term Insurance <sup>4</sup>
I	Two Times Base Salary	Nil
II	Two Times Base Salary	One Times Base Salary

<sup>3</sup> Basic Term Insurance is composed of term insurance equal to base annual earnings raised to the next \$500.00 and multiplied by 2.

<sup>4</sup> Additional Term Insurance is the optional term insurance which an employee may elect in addition to the basic insurance coverage. It is equal to base annual earnings raised up to the next \$1,000.00.

49.3 **The Employer will implement options to purchase units of life insurance at four or five times base salary at no cost to the Employer. Medical information will be required to determine eligibility.**

49.4 An employee who meets the following criteria shall be eligible to cash out 50% of his/her total claim value to a maximum of \$50,000.

Criteria:

- The illness must be terminal with death likely to occur within 24 months.
- **Bruce Power's** consent is required.
- The consent of the employee and his/her beneficiary is required.
- The beneficiary must have reached the age of majority.
- The employee must be competent and able to understand a transaction of this nature.

Payments must be processed as a loan and interest charged to avoid making the payment a taxable benefit to the employee.

When death occurs, the advance payment plus accrued interest is deducted from the claim value.

#### **49.5 Spousal Insurance**

49.5.1 Only spouses of active employees are eligible.

49.5.2 The amount will be limited to 50% of the employee's basic coverage.

49.5.3 The entire cost, including administration costs, will be paid by the employee. The employee will pay by payroll deduction.

49.5.4 The participation rate will have to be 20-30% otherwise proof of insurability will be required.

49.5.5 The premium rate will be different from the rate for employees, and will be experience rated. The premiums would then vary from year to year based on the experience of the previous year.

#### **50.0 PENSION PLAN**

The Ontario Electricity Financial Corporation Pension Plan (Registration #0352377) and the successor pension plan of Ontario Power Generation Inc constitute the present Pension Plan and form part of this collective agreement. The provisions of the Pension Plan are generally described in the brochure Ontario Power Generation Inc Pension Plan – Effective January, 2000. Changes to the Pension Plan affecting Society-represented members of the plan, other than legislative changes, shall be made only upon mutual consent.

50.1 All the changes to the Pension Plan heretofore agreed to between The Society and **Bruce Power** have been incorporated into the Pension and Insurance Regulations/Rules.

50.2 The employer shall not request legislation, regulations, or Order-in-Council approval or make rules which would change pension benefits, unless upon mutual consent. Moreover, the employer will not unilaterally seek legislation to change access to surplus unless upon mutual consent.

50.3 **Probationary employees shall become members of the Pension Plan as of their date of hire. A probationary employee who is not made a regular employee shall be refunded his/her Pension Plan contribution with interest upon termination of employment.**

50.4 a) **Pension Indexing and the Notional Account**

The Notional Account will be eliminated in respect of all employees, former employees and beneficiaries of the Plan.

Effective on the date the Notional Account is eliminated, the Plan shall be amended, in respect of employees and former employees who immediately prior to termination of employment were members of The Society, to increase pension benefits on January 1 of each year by 100% of the increase in the Consumer Price Index (CPI), up to a maximum of 8% per year. In the event that the increase in the CPI exceeds 8%, the increase shall be carried forward to future years. In the event that the CPI decreases, the percentage decrease shall be applied in determining subsequent increases in pension benefits. A decrease in the CPI shall not reduce pension benefits in payment.

Changes to indexing as described in this section are subject to the condition precedent that the Notional Account will be eliminated for all members and former members and confirmation thereof.

In the absence of such an amendment and elimination of the Notional Account, the pensions of members and former members who immediately prior to termination of employment were members of The Society will be increased by 100% of the increase in the CPI effective January 1, 1999 and January 1, 2000 and the cost of such indexing shall be charged to the Notional Account in the same way as was done in respect of the increase on January 1, 1998.

b) The Society will withdraw all outstanding litigation, including grievances #512, #533 and proceedings before the Financial Services Commission of Ontario regarding the PWU settlement, dual valuation and partial plan wind-up and the 7<sup>th</sup> amendment rules objection but not individual benefits issues including #515.

50.5 **Buy-Back of Service**

The following shall apply after the Pension Rules are changed.

a) Employees will be able to purchase the following service on an actuarial basis at no cost to **Bruce Power**, provided the employee provides evidence of such service satisfactory to **Bruce Power**:

- i) Summer and co-op students.
- ii) Casual construction.
- iii) Temporary employees.
- iv) Leaves of absences.
- v) Pregnancy/parental leaves.



- vi) Broken service.
- vii) External service (see (b) below).

(iv), (v) and (vi) above are enhancements to current provisions.

- b) This provision will be subject to restrictions of the *Income Tax Act* (Canada) and all applicable provincial or federal pension legislation. (For example, external service prior to 1992 can only be purchased if there was a reciprocal Agreement with the former Employer in existence at the time and still exists.)
- c) For the purposes of this section, "service" shall mean service with Ontario Hydro prior to April 1, 1999 or service with Ontario Hydro successors after April 1, 1999.

## 50.6 Spousal Benefit

Effective July 1, 2000 the survivor benefit maximum shall be increased from 64% to  $66\frac{2}{3}$  rds. This improvement will apply to members whose pensions commence on or after July 1, 2000 and also to pensioners and surviving spouses in receipt of pensions.

## 50.7 Bridging Benefit

1. This benefit is payable to eligible employees who retire after January 1, 1997 and this benefit replaces the existing bridge benefit.

This amendment does not change the amount of pension payable after age 65. The purpose of the amendment is to pay the bridge benefit now payable to members who retire before age 65 with 35 years of credited service to a member retiring after January 1, 1997 before age 65 with 30 years of credited service. For members who retire before age 65 with less than 30 years of credited service, the bridge benefit will be prorated in proportion to credited service.

The bridge benefit will be reduced by the same percentages as is applied to the lifetime pension if a member retires prior to qualifying for an unreduced pension.

2. For people retiring on or after January 1, 1997 the bridge benefit payable when a member eligible for an unreduced pension retires will be increased from:

$$A \times B \times C$$

where:

A equals 0.625%

B equals post 1965 credited services to a maximum of 35 years

C equals the lesser of the member's average earnings in the 60 consecutive months when the earnings were the highest and the average of the YMPEs during the 60 consecutive months when the earnings were the highest.

to;

$A \times D \times C$

where A and C are as above and

D equals 35 times the lesser of 1 and the member's years of credited service divided by 30.

#### **50.8 Rule of 82**

Employees may retire without discount when their age and years of continuous service equals 82 or more.

#### **50.9 Continued Contribution**

Contributions are now allowed beyond 35 years.

#### **50.10 Employee Contribution Holiday**

Employees will be permitted to take a 9-month contribution holiday. The holiday will be for the fiscal weeks 011 (2001) up to week 094 (2001) inclusive.

#### **50.11 Plan Formula**

Effective October 1, 2001 there will be a Reduction of CPP integration adjustment factor from 0.625% to 0.500%. The employee's contributions will increase by 0.5% if and when the assets fall below 106% of the liabilities based upon a solvency valuation.

#### **50.12 Supplementary Plan**

The following language will be included in the supplementary plan:

"Society members of the **Bruce Power** Pension Plan, whose pension income as a pensioner will exceed the limits prescribed by the Income Tax Act (ITA) for pension paid from a registered pension plan, are eligible for the Supplementary Payment Schedule (SPS). The SPS tops up the amount one receives from the **Bruce Power** registered pension plan to the amount one would receive if there were no ITA limits."

#### **50.13 Reciprocal Transfer Agreements**

**Bruce Power** will seriously consider reciprocal transfer agreements with respect to any Change of Employer situations, where the new employer is not a competitor of **Bruce Power**, and where the new employer agrees to a reciprocal transfer agreement.

#### **50.14 Fund Transfer**

The Society shall continue to have access to reasonable pension plan and pension fund information, which shall include reasonable information related to the allocation and transfer of pension funds to a successor pension plan. The Society will have the opportunity for input prior to the filing of any transfer report on new plan text with FSCO. In the event that pensioners or deferred pensioners are to be transferred, The Society will also have access to and input on, such situations.

#### **50.15 Pension Administration**

**It is agreed that normal administrative matters such as changing financial advisors are not considered by the Parties to be changes to the Pension Plan within the meaning of Article 50, subject to any understanding, agreement, or decision to the contrary with the PWU.**

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## PART XI - RELOCATION ASSISTANCE

The following provisions apply to regular employees and are outlined in the brochure entitled "Relocation Assistance Benefits for Performance Paid Staff" (1995). Employees paid from Salary Schedule 04 will receive the treatment contained herein when appointed to regular positions, and required to relocate as a result of **Bruce Power's** business.

### 51.0 HOUSING ASSISTANCE PLAN

#### 51.1 Intent

51.1.1 **Bruce Power's** purchase of an employee's principal place of residence is designed to ensure that an employee who moves will not be forced to endure unreasonable periods of family separation or inconvenience due to inability to sell the employee's home at a fair market price.

51.1.2 It will be the prerogative of **Bruce Power** to reject an employee's application for Housing Assistance if in Management's opinion the property is not an acceptable risk.

51.1.3 The employee must abide by all of the requirements of the Housing Assistance Plan. Failure to do so will result in the employee becoming ineligible for housing assistance from **Bruce Power**.

#### 51.2 Purchase Guarantee

51.2.1 **Bruce Power** 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 the Real Estate Division in conjunction with the employee.

51.2.2 **Bruce Power** will not request appraisals until the employee is ready to list his/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 51.2.4 and Subsection 51.3.1.

51.2.3 The employee must acknowledge acceptance or rejection of **Bruce Power's** Purchase Guarantee within five days of its receipt. If the employee rejects the Purchase Guarantee, **Bruce Power** has no further responsibility with regard to Housing Assistance or the Purchase Guarantee.

51.2.4 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.

#### 51.2.5 Home Appraisal Documentation

**Bruce Power** will provide The Society with an initial six-month report of home appraisal documentation prior to January 1, 1995. Representatives from **Bruce Power** and The Society will meet to discuss the particular form and content of subsequent reports. Upon agreement on the form and content a Letter of Understanding will be developed which will require the report to be given to The Society on a semi-annual basis for the term of this Collective Agreement. Any anomalies in the report may be discussed by The Society and the **Bruce Power** confidentially with full disclosure of information (including appraisals).

### 51.3 Listing of Property

- 51.3.1 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.
- 51.3.2 The employee will retain the right to sell to a third party until such time as the property is turned over to **Bruce Power** for resale.
- 51.3.3 In order to assist the employee to dispose of the property expeditiously and at a fair market value, the employee should notify the Employee Relocation Administrator of all offers to purchase during the listing period. **Bruce Power** 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 **Bruce Power's** Purchase Guarantee and the amount of the offer. The employee's acceptance of any offer less than **Bruce Power'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.

### 51.4 Sale of Property by Bruce Power

- 51.4.1 The employee must be prepared to sign power of attorney authorizing **Bruce Power** 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.
- 51.4.2 **Bruce Power** will pay to the employee the difference between the value of the property to **Bruce Power** (Purchase Guarantee) and all existing encumbrances, including the advance of equity.
- 51.4.3 When an employee applies for assistance under this procedure, he/she must declare under oath, if required by **Bruce Power**, 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.
- 51.4.4 In consideration of the payment to the employee of the amount established in Subsection 51.4.2, 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 **Bruce Power** or its nominee.

### 51.5 Advance of Equity

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 residence at the former location may be loaned to the employee by **Bruce Power**. Advance of equity is interest free for employees who avail themselves of the Purchase Guarantee for 90 days for until the house is turned over to **Bruce Power** or until the closing date of the sale of the house to a third party, whichever comes first. For employees who reject the Purchase Guarantee, the advance of equity is interest free for 90 days. Repayment is as set out in the Relocation Assistance Benefits brochure.

## 52.0 MOVING EXPENSES

### 52.1 Intent

52.1.1 Since **Bruce Power** has province-wide operations, employees may be required to move about the Province as part of their jobs.

52.1.2 **Bruce Power** recognizes that there may be a number of relatively costly expenditures associated with moving and will endeavour to ensure that such expenses will be adequately covered.

52.1.3 **Bruce Power** will not assume responsibility to compensate for any upgrading in an employee's standard of living which may take place as a result of moving.

52.1.4 The Housing Assistance Plan will apply to the employee's principal place of residence and will not cover summer cottages, commercial real estate holdings or other secondary properties.

### 52.2 Minimum Moving Distance

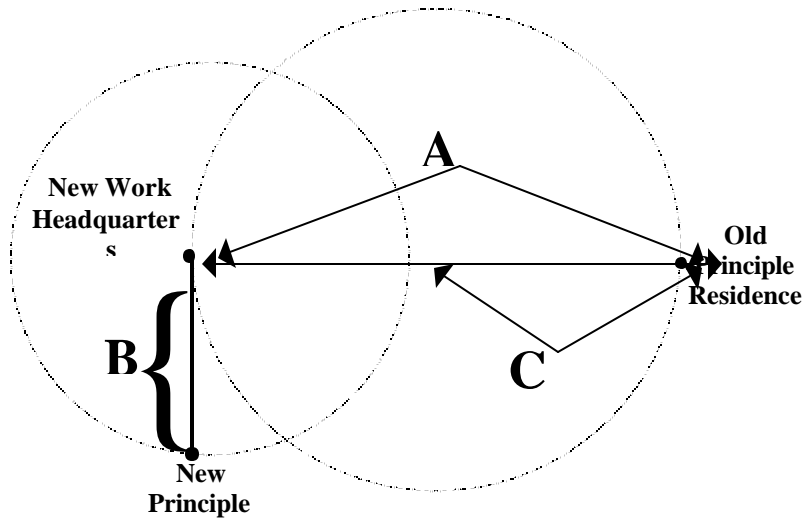
52.2.1 Normally, an employee must move a minimum of 40 radius kilometers closer to the new work location to qualify for relocation assistance (see diagram). However, where an employee believes that this requirement creates a hardship, a joint Society-Management review at the Divisional or Business Unit level of the receiving unit shall consider the individual situation. This review shall consider the following criteria:

- Increase in commuting time.
- Increase in commuting cost.
- Access to public transit.
- Personal family considerations.
- Recognition that **Bruce Power** is not responsible for upgrading the individual's standard of living.
- Permanence of move to the new work location.
- Relationship between road distance and radius distance.
- Comparability of eligibility in comparison to treatment of Society-represented employees in similar circumstances.

The review team will balance the results of this review with the business requirements of the unit and may decide to waive or amend the minimum distance rule. The decision of the review team is final and binding. If the review team is unable to reach consensus, the matter will be referred to the **JWP** which will have the authority to make a decision or to have the issue resolved as they see fit without prejudice.

What is meant by 40 km closer to the new work location is shown in the diagram below.

52.2.2 The provisions set out in Subsection 52.2.1 will apply unless Mid-Term Agreements pursuant to Article 7 are in effect.



**Distance A minus Distance B equals Distance C**

**Distance C must be greater than or equal to 40 radius km**

### 52.3 Expenses for Reimbursement

#### 52.3.1 Household Effects

**Bruce Power** will arrange for and shall pay the cost of packing, moving by freight or truck and insurance charges on household effects.

#### 52.3.2 Home Buying and Legal Fees

Employees shall be reimbursed for legal disbursements and real estate brokerage fees associated with the purchase and/or sale of property valued up to five times the employee's annual base salary in the new location at the time of job transfer as follows:

##### **Legal Fees**

- The employee will advise **Bruce Power** of his/her preferred lawyer. **Bruce Power** will request the lawyer for an estimate on what the fees will be to complete the sale and/or purchase transaction. If **Bruce Power** finds the solicitor's estimate to be unreasonable, **Bruce Power** will ask the employee to recommend another solicitor to close the transaction.
- Legal fees and disbursements actually incurred in selling an old and buying a new residence will be paid by **Bruce Power**.
- Legal fees shall be defined to include fees for arranging or discharging a first mortgage when required and will include land transfer tax.
- Disbursements shall be defined herein as those items paid by a lawyer on behalf of the employee for services in connection with the purchase or sale of the employee's residence

including land transfer tax and land surveys when required, Ontario New Home Warranty Program if required for a new house, GST, and penalty costs to a maximum of three months' interest payments involved in discharging a first mortgage on the residence in the former location when required.

### 52.3.3 Transfer Expenses

A transferred employee is expected to make arrangements to move expeditiously but this should not exceed a period of one year from date of transfer, except where there is a specific agreement between the employee and local management for an extension. The employee must provide in writing his/her intention to move to the supervisor, prior to receiving payment for any applicable living expenses. Reimbursement for actual costs incurred in the move will be allowed as follows:

- All employees who are eligible for moving expenses shall be afforded 12 weeks from the date the employee reports to work in the new location (i.e., date of transfer) to decide whether or not they wish to move. Payment of the following expenses is predicated on the employee maintaining his/her previous principal residence:
  - a) During this 12-week period, the employee shall have the option of either commuting to and from his/her new work location and receiving incremental travel expenses (i.e., additional travel costs beyond the employee's normal travel costs to the old work location), the total cost of which not to exceed living expense equivalent, or being paid living expenses in the new location. If the employee expressly indicates that he/she does not intend to relocate his/her residence, all expenses will cease at that time.
  - b) All expenses will stop at the end of the 12-week decision period unless the employee has provided in writing his/her intention to move within one year of date of transfer. Providing that the employee demonstrates to Management's satisfaction that arrangements to move with employee's family to the new location are being made as quickly as possible, the employee's living expenses in the new location or incremental travel expenses will be paid until such time as the employee moves or for a period not to exceed a further nine months. The time limits mentioned above may be extended by a specific mutual agreement between the employee and line management for a total period not to exceed two years from the date of transfer.
  - c) If an employee, after providing written notification of his/her intention to move fails to do so, all expenses paid on his/her behalf or travel expenses paid to him/her for any period beyond the initial 12 weeks from the date of transfer or the date of his/her written intent to move, whichever comes first, shall be repayable to **Bruce Power**. Repayment shall be made within one month of a written communication stating his/her intention not to move or within one year of date of transfer whichever comes first.
  - d) Exceptions to the repayment requirement should the employee fail to move may be made by reasonable exercise of the Business Leader's discretion (e.g., for reasons of significant unforeseen life hardships, **Bruce Power** transfers, **Bruce Power** international assignments, etc.).
- Transportation to the new location and living expenses while in transit to the new location will be paid for the employee and family (spouse and dependent children) and any other



dependents of the employee's household. A reasonable number of visits by the employee and family, to the new location to assist in the selection of a new principal residence will be paid at the discretion of local Management.

- Living expenses of the employee and family during the period while household effects are in transit will be paid.
- Reasonable upkeep costs including mortgage interest on the old residence will be paid for a period of up to three months after the employee has moved to the new residence but still retains title to the old residence due to an inability to sell. If closure of the sale is imminent, the period may be extended by up to six weeks.
- Time off with pay to a maximum of one day's base earnings if the day of the move falls on a normally scheduled working day.
- Employees may elect, subject to the negotiations of their availability through Business Unit Mid-Term Agreements (Article 7), to receive lump sum payments in lieu of the following:
  - Temporary living expenses.
  - Reimbursement for costs associated with return to residence headquarters.
  - Benefits and expenses associated with house hunting trips.
  - Temporary storage, etc.

#### 52.3.4 Spousal Assistance

An employee will be reimbursed for his/her spouse's job search expenses, supported by receipts, up to a maximum of \$750.

#### 52.3.5 Rental Assistance

An employee who transfers to a higher cost rental area and who rents comparable rental accommodation will be provided with rental assistance by **Bruce Power** as follows. The extent of this assistance will be the lesser of:

- a) The monthly rent in the old location multiplied by **Bruce Power** rental differential;
- or
- b) The amount of the monthly increase in rent.

An employee who rents in the former location and purchases in the new location will be eligible for the equivalent of rental assistance as will the employee who conversely owns a home in the former location and rents in the new location.

Rental assistance will be provided for a five-year period, based on 100% assistance in the first year and decreasing by 10% annually over the next four years.

This assistance will cease if the employee transfers to a new work location, terminates his/her employment with **Bruce Power**, ceases to rent, retires or dies.

### 52.3.6 Rental Management Program

Upon request, **Bruce Power** will arrange for a rental management firm to rent an employee's house when he/she is expected to return within five years and will pay the costs associated with this arrangement if it is in **Bruce Power's** financial interests to do so.

### 52.3.7 Miscellaneous Expenses

Employees will be reimbursed for miscellaneous expenses associated with the move up to the limit of one month's salary based on normal scheduled hours of work. These expenditures are intended to cover items such as:

- Cost of rental search assistance.
- Costs incurred as a result of the move such as, cleaning, painting and decorating costs; adaptation, removal, installation or replacement of house furnishings and appliances.
- Costs for connecting water, natural gas, and electricity to a new house if charged to the employee as purchaser.

Employees will not be reimbursed for capital expenditures which tend to increase the market value of a house, major house repairs or renovations.

### 52.4 Second Related Move

If a suitable residence is not available at time of transfer, an employee may rent temporary premises for up to one year. Under these circumstances, **Bruce Power** will reimburse the employee for costs incurred in accordance with all Sections of this Agreement for either one of the two moves. For the other move, only costs of transportation, moving household effects, and legal fees incurred will be paid.

### 52.5 On Retirement

52.5.1 If **Bruce Power** requires an employee who occupies a house or trailer on **Bruce Power** property or a site under **Bruce Power** control to move on retirement, the employee will be reimbursed as outlined in Section 52.3 for the cost of a move to any location in Ontario in which he/she desires to settle.

52.5.2 If an employee is requested to undertake a change in work headquarters involving a change in principal residence, and is age 55 or older on the date of transfer, consideration shall be given to the reimbursement of some or all of the moving expenses of that individual upon eventual retirement from **Bruce Power**. The extent and terms of the assistance to be provided upon retirement will be determined at the time of transfer.

52.5.3 Only moving expenses within the Province of Ontario or to the nearest exit point from the Province will be eligible for consideration.

### 53.0 FINANCIAL ASSISTANCE PLAN

**Bruce Power** shall contribute towards the interest costs on the increase in capital expenditure for an employee who is transferred to a higher cost housing area. Eligibility for this assistance will be determined by using either:

- a) The current Ontario Residential Locality Differential Chart (see attached chart for provisions in effect April, 2001); OR
- b) If either the employee's former location or his/her new location is not on this chart, a house-for-house comparison conducted by **Bruce Power**.

The amount of assistance will depend upon the:

- Sale price of the residence in the former location.
- Relative value of comparable housing in the new location.
- Actual increase in housing costs (purchase price less sale price).
- Current interest costs.

The locality differential will be based on the differential in effect as of the date of closing of the purchase of the residence in the new location. The interest rate used to calculate the level of assistance will be based on **Bruce Power's** employee housing loan rate for a five year term as published by the Treasury Division (or the actual mortgage rate, whichever is less) as of the date of closing of the purchase of the residence in the new location.

The financial assistance will decrease annually in twenty (20) percent increments over a five-year period.

An employee receiving financial assistance must advise **Bruce Power** if he/she sells or rents his/her house in the new location within five years of purchase. Assistance provided to the employee will be reviewed and revised accordingly.

Financial Assistance ceases upon termination or retirement. However, should an employee die while receiving financial assistance associated with relocation, such assistance may continue as per the original entitlement based on a case-by-case review by the Business Unit providing the following condition is met:

- The designated beneficiary provides affidavits on an annual basis that the principal residence for which the assistance is paid continues to be his/her principal residence and that no new revenues for renting any portion of the residence are being received.

## **54.0 HOUSE EVALUATION AND GUARANTEE PLAN**

Upon subsequent transfer within **Bruce Power**, 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 initial transfer (plus \$1,500 for capital improvements on new homes, \$15,000 for resale homes or minus \$3,000 for 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 **Bruce Power**.

## **55.0 COMPENSATION WHEN ASSIGNED TO TEMPORARY WORK HEADQUARTERS**

### **55.1 Intent**

- a) When there is an assignment to a Temporary Work Headquarters, the employee and his/her supervisor must have a mutual understanding of the terms of the assignment prior to its commencement using the following provisions.
- b) Employees assigned to a Temporary Work Headquarters should not be separated from their families for exceptionally long periods of time due to work requirements and should be compensated for all reasonable out-of-pocket expenses and travel costs.
- c) When an employee is assigned to a Temporary Work Headquarters, the employee will normally remain at the Temporary Work Headquarters. If there is mutual agreement between the supervisor and employee to commute daily, then the employee may do so.
- d) Employees will be reimbursed for all reasonable out-of-pocket expenses associated with being assigned to the Temporary Work Headquarters.
- e) Employees will be reimbursed for any additional travel costs beyond their normal travel costs to their Regular Work Headquarters.
- f) Travel time on the first trip to, and on the last trip from, the Temporary Work Headquarters shall be either during normal scheduled hours or compensated in accordance with Article 58 (Travel Time) if outside normal scheduled hours.
- g) Selections for Temporary Work Headquarters assignments should not be made on the basis of travel cost considerations.

### **55.2 Definitions**

“Regular Work Headquarters”: The location to which the employee normally reports in order to receive work assignments or to perform regular duties.

“Temporary Work Headquarters”: The location to which an employee is directed in order to carry out assigned duties away from Regular Work Headquarters.

“Periodic Return”: The return to the employee's principal residence once every two weeks.

### 55.3 Compensation When Remaining at Temporary Work Headquarters (TWHQ)

- a) When the employee resides at the TWHQ and does not commute, the employee shall be reimbursed for all reasonable out-of-pocket expenses incurred while at the TWHQ.
- b) An employee who resides at the TWHQ will be allowed a periodic return once every two weeks.

The employee shall be reimbursed for travel costs associated with the periodic return for the distance between his/her principal residence and his/her TWHQ, less normal travelling costs. Travel time associated with periodic return, outside normal scheduled hours and in excess of one hour each way, shall also be compensated. Compensation will be either in equivalent time off, or in pay, at straight time rates. Time spent in obtaining a meal will not be compensated.

- c) On intermediate weekends, if the cost of remaining at the TWHQ would be less than the cost of a return trip, the employee may claim actual travel costs up to the cost of remaining at the TWHQ. If the cost of remaining at the TWHQ is greater than the cost of a return trip, the employee may be reimbursed for all travel costs incurred for a return trip on that weekend.
- d) For employees who reside in rental or leased accommodation at the TWHQ, cost of travel on intermediate weekends will be based on the lesser of a per diem rate based on the daily costs of normally used local hotel/motel accommodation (meals included) or actual travel costs (less normal travelling costs).
- e) Travel time will not be paid for return trips to home on intermediate weekends.

55.4 If the temporary assignment appears to cause the employee to reside separately from his/her family for a long duration, and for long distances, i.e., more than 100 kilometers, the supervisor may permit the employee to rent accommodation for his/her family near the TWHQ. In this situation, the employee will be reimbursed for all reasonable out-of-pocket costs, including the difference in rent paid out in the temporary location and any rent received from the principal residence.

### 55.5 Compensation for Daily Commuting To, and From, Temporary Work Headquarters

- a) When an employee and supervisor have mutually agreed that the employee may commute to the TWHQ on a daily basis, the employee shall be compensated for his/her travel time in accordance with the provisions of Article 58 ("Travel Time").

The use of a **Bruce Power** vehicle will be one of the commuting options considered.

If a **Bruce Power** vehicle is not used, the employee shall be compensated for his/her travel costs (i.e., public transportation costs or cents per kilometer, whichever, in the Supervisor's opinion, is the most reasonable considering the travel time and transportation expenses involved) in addition to his/her travel time.

The total amount of reimbursement for the employee's travel time and travel costs will be up to a maximum of the expenses that would have been incurred if the employee were to remain at the Temporary Work Headquarters (lodging and meals). In determining this maximum, consideration will also be given to the expenses that would have been incurred if the employee had used a **Bruce Power** vehicle.

- b) When an employee commutes daily, he/she is required to be at the Temporary Work Headquarters at normal starting time and remain until normal quitting time.

**Note:** Where the planned duration of the assignment at a Temporary Work Headquarters is greater than one year, the employee will be eligible for full relocation assistance.

#### **55.6 Exception**

This Article does not apply to employees who on a daily or short-term basis may be required to work at a number of different work headquarters. In these cases, local management will determine the appropriate compensation treatment, but such compensation will not be less than that applicable to other employees under this Article.

## PART XII - TIME WORKED OUTSIDE NORMAL HOURS

### 56.0 ON-CALL SERVICE

The following on-call service provisions shall apply.

#### 56.1 Definition

On-call service is the requirement to be available outside normal work hours to meet unusual conditions, satisfy needs for assistance or direction, and return to work within a reasonable time, as specified by the supervisor. During the period of assignment, the employee must be capable of responding. Normally, employees are not expected to be on call for a continuous, long-term period. Wherever possible volunteers will be solicited for on-call assignments.

**In the event that an employee is required by the Company to wear a pager and be available outside normal working hours, the employee will be considered to be on call and will be entitled to on-call premiums.**

Normally, an employee will not be expected to be on-call for more than 18 weeks in a calendar year. In the event that the employee is required to be on-call for more than 18 weeks, agreement of The Society and the employee is required.

#### 56.2 Payment

56.2.1 Compensation for on-call service is applicable in the following cases:

- a) There is a regular need for it (e.g., weekly, monthly, annually) and;
- b) The supervisor formally notifies the employee of the on-call assignment in writing (email, memo, etc.).

If the employee is not notified of the assignment in writing, the employee will not be considered to be on-call.

56.2.2 The on-call service payment for any 16-hour period outside normal work hours seventeen dollars and seventy-six cents (**\$17.76**).

56.2.3 The on-call service payment for any 24-hour period outside normal work hours (i.e., Saturday, Sundays, Statutory Holidays and granted days) is thirty dollars and eighty cents (**\$30.80**).

56.2.4 The maximum on-call service payment for a normal work week is one hundred and fifty dollars and thirty-eight cents (**\$150.38**).

56.2.5 The on-call service payments specified above will apply only to the time periods as specified.

### 57.0 OVERTIME

The following provisions shall apply to employees when assigned to work overtime.

57.1 The method of compensation, for authorized overtime, may be money or time off at the appropriate premium rate. The employee or the supervisor may propose the method of payment, but it is the supervisor's responsibility to approve the method of payment most compatible with the unit's needs. Prior understanding between the supervisor and employee is desirable.

**57.2 Day Workers**

Overtime Worked	Overtime Hours	Rate of Payment
Monday to Friday	Authorized overtime beyond normal scheduled hours worked in the day	Time and one half (T-½)
Saturday	Authorized overtime	Time and one-half (T-½)
Sunday	Authorized overtime	Two times (2T)
Granted Days	Authorized overtime	Time and one-half (T-½)
Statutory Holiday	Authorized overtime	Monday to Friday: Two times (2T) for all unscheduled hours plus a Statutory Holiday credit. Saturday: Two times (2T) for all unscheduled hours worked.

**57.3 Shift Workers**

Overtime Worked	Overtime Hours	Rate of Payment
Scheduled Work Days	Authorized overtime beyond normal scheduled hours worked in the day.	Monday to Saturday: Time and one half (T-½) Sundays and Statutory Holidays: Two times (2T) Granted Days: Time and one half (T-½).
Scheduled Days Off	Authorized overtime on a normally scheduled day off.	Monday to Saturday: Time and one-half (T-½). Sunday: Two times (2T). Statutory Holidays (Monday to Friday): Two times (2T) plus a Statutory Holiday credit for hours worked up to normal hours for the day. Statutory Holiday (Saturday): Two times (2T). Granted Days: Time and one-half (T-½)



57.4 For OSS staff required to work overtime and supervise staff receiving a higher overtime rate than that paid under Sections 57.2 and 57.3 above, the treatment shall be as follows: OSS staff receive two times their base hourly rate for all work, as described above, performed outside the first four clock hours after normal quitting time, Monday to Friday, and for all such work performed on Saturday.

57.5 In addition to employees covered under Subsection 57.4, employees who are directly involved in the operation, maintenance or construction of production, transmission or distribution facilities (exclusive of head office staff) and who directly supervise or work beside PWU employees will be compensated with the equivalent to PWU overtime premiums for all overtime worked, including the minimum payments received by PWU staff for both emergency and scheduled overtime. Employees work beside PWU employees if, as a regular part of their job, they are required to work with PWU staff on essentially the same job, under the same general conditions, and their presence at site for the overtime in question is necessary for task progress.

Employees may be designated as eligible under the above on an ongoing basis or on an assignment by assignment basis at the discretion of **Bruce Power**.

#### 57.6 **Recording Overtime**

Management shall record assigned and paid overtime and will report the same to The Society every 6 months.

#### 58.0 **TRAVEL TIME**

The following provisions shall apply to employees who are required to travel on business for **Bruce Power**.

#### 58.1 **General**

Some travelling time outside of normal hours of work to and from work locations, other than the regular work headquarters, is an inherent part of many jobs, for which no additional compensation is normally made.

#### 58.2 **Excessive Travel**

- a) Travel Time in excess of one hour at the beginning and one hour at the end of the normally scheduled day will be compensated at straight time.
- b) When an assignment requires departure from the employee's home the night before, or on a regular day off, time spent in travel will be compensated at straight time.

#### 58.3 **Emergency Overtime Work**

*Non-Prearranged Overtime Work:* Travel time will be paid at the appropriate overtime rates for any work outside and in addition to normally scheduled hours for which there has been no pre-arrangement and an extra trip is required. Notification for prearranged overtime must be given at least 24 hours in advance of the start of such work.

#### 58.4 Attendance at Seminars, Conventions, Etc.

- a) When an employee attends a convention, seminar, training course, or similar function and does not arrive at the destination or depart from it until after normal work hours, no additional time allowance will be paid, i.e., this travel time will be considered as part of the employee's contribution to attendance at a mutually benefiting function of this nature.
- b) Where **Bruce Power** directs an employee to take a training course, travel time will be compensated in accordance with Article 58.2.

#### 58.5 Flexibility

Variations to the provisions of this Article made by agreement between the supervisor and the employee are permitted, subject to Director approval.

#### 59.0 SHIFT WORK (M&P, TMS/TS, OSS)

##### 59.1 Definitions

*Shift:* All scheduled hours of a shift are considered to occur in the calendar day that the shift ends.

*Scheduled Work:* The hours of work assigned as per the shift schedule. Scheduled work cannot include overtime.

*Positive/Negative Time Balances:* Total hours accumulated in a time bank less the product of the normal scheduled hours of work for the position times the number of weeks since the time bank was previously balanced to zero. The result may be positive or negative.

##### 59.2 Shift Workers

Consultation with The Society will occur prior to implementation of any future change to scheduled hours. Hours of Work will not be changed as a result of this Article.

Some jobs are shift work jobs e.g., Shift Operating Supervisors. Management reserves the right to put incumbents in these jobs on shift.

The job evaluation plan used to evaluate M&P jobs will be used as the vehicle to determine the relative worth of M&P shift positions within the shift family of jobs, and to establish appropriate relativity between positions in this family and other non-shift M&P positions.

The requirement to obtain and maintain a licence(s) to hold a shift position shall be identified in the job document (description and specification).

The number of personnel provided per shift position shall be such that no regularly scheduled overtime will be required. Due to the nature of **Bruce Power's** operations, it may be necessary for employees on shift to work some overtime.

Management shall retain the right to place employees in shift positions for training and development purposes provided that the implications of possible classification changes on completion of the shift development phase are fully identified to the incumbent before the shift position is accepted.

Management shall provide an opportunity for input from employees prior to establishing shift schedules.

Management will use reasonable efforts to provide a minimum of seven (7) days' notice for shift workers when their hours of work, as shown on the regular schedule, are to be changed, except in the case of a forced unit outage or for reasons of equipment failure or safety. Management will use reasonable efforts in revising the regular schedule so as to 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.

### **59.3 Shift Allowances (M&P & OSS)**

#### **a) Shift Premiums**

- Shift work on Saturdays and Sundays: 50% of 95% of the MP4 reference point rate per hour worked.
- Shift work on statutory holidays: 95% of the MP4 reference point rate per hour worked.

The statutory holiday shift premium shall be paid on an actual hourly-as-worked basis.

#### **b) Shift Differentials**

- For work on an 8-hour afternoon shift (1600 - 2400 hours) - **90¢** per hour worked.
- For work on an 8-hour night shift (0000 - 0800 hours) - **\$1.20** per hour worked.
- For work on a 12-hour night shift only **\$1.35** per hour worked.
- For work on a 10-hour night shift only - **90¢** per hour worked

### **59.4 Information Management Systems Division (M&P)**

In the Information Management Systems Division (IMSD) where the shift allowance payable to an M&P Shift Supervisor does not amount to at least 112% of the shift-related payments received by the PWU-represented staff working the same shifts, an annual adjustment will be made to the shift allowance for the M&P Shift Supervisor.

Until **Bruce Power** is able to solve the relativity problem in IMSD, M&P shift supervisors shall receive an annual adjustment which would result in a 12% differential between their shift allowance and the shift-related payments received by the CUPE-represented staff working the same shifts. Where a 12% differential exists, no annual adjustment will be made.

Employees in IMSD who either start or leave an M&P shift position during the year will receive a monthly pro-rated allowance. One-half month's tenure is necessary for receipt of the allowance for that month.

## 59.5 Ten Hour Shifts

**Bruce Power** may assign employees covered by this Article to 10-hour shifts, without a vote, with the exception of employees subject to the Letter of Understanding (LOU #14) re "Hours of Work for Field Management and Professional (FM&P) Staff" dated July 2, 1996.

The following conditions shall apply:

### a) Notice

Management will use reasonable efforts in revising the regular schedule so as to provide the following minimum hours off between shifts:

- i) Shift change notices between 10-hour shifts will provide at least 12 hours off.
- ii) Shift change notices between a 10-hour shift to a 12-hour shift or vice versa, will provide at least 12 hours off.
- iii) Shift changes notices from a 10-hour shift to an 8-hour shift or vice versa will provide at least 15 hours off.

### b) Shift Differential

- First shift – 06:00 – 18:00 hours - no shift differential.
- Second shift – 14:00 – 02:00 hours - \$0.80 differential per hour worked.

### c) Shift Premium

- Shift work on Saturdays and Sundays - 50% of 95% of MP4 reference point rate per hour worked.
- Shift work on statutory holidays - 95% of MP4 reference point rate per hour worked.
- The statutory holiday shift premium shall be paid on an actual hourly-as-worked basis.

d) Special Circumstances

Collective Agreement provisions for time off shall apply except as modified for the following Special Circumstances;

On 10-hour day/shifts the following items will be credited for pay purposes on an hour-for-hour basis:

- i) Vacation
- ii) Floating Holidays
- iii) Sick Leave
- iv) Leave of Absence/Unpaid Time Off
- v) Travel Time
- vi) Medical and Dental Consultation - Periods of less than four hours shall not be deducted from sick leave credits.
  - a) In the application of the above-noted items (i) (ii) and (iii), a “days” entitlement will mean eight hours, i.e., a 10-hour day/shift will constitute one day and two hours deducted from credits.
  - b) When an employee is scheduled to work a 10-hour day/shift and one of the under-noted conditions occurs, a “day” will be considered to be 10 hours.
    - i) Jury duty and attendance at court
    - ii) Funerals
    - iii) Moving Day
    - iv) Time Charges for Attendance at Delegates’ Council and meetings of The Society’s Board of Directors.

**59.6 Periodic Shifts for Non-Shift Workers**

1. Periodic shifts for non-shift employees shall be allowed to mirror shifts created under PWU “periodic shift” agreements in force at the time of settlement, when The Society employee(s) provides direct supervision or technical support (including inspection/testing) alongside such PWU-represented employees for:
  - a) Field settings
  - b) Laboratory settings.
2. In the circumstances described in Paragraph 1, above, an employee shall be assigned to periodic shifts for a maximum of 60 working days per fiscal year in the aggregate, (except I&M Technician Supervisors who may be required to work on shift for up to 8 months of the year) under applicable shift provisions of the Collective Agreement including normal shift differentials and premiums.

3. This Article does not alter existing local Agreements in force at the time of settlement, including Agreements reached pursuant to Article 72, and modifications of the provisions of Paragraphs 1 and 2 are negotiable as local Agreements pursuant to Article 7.
4. The **JWP** may review the application and operation of this Article prior to the end of the Collective Agreement.

### **59.7 Assignment to Shift – Station Support and Special Projects**

**Bruce Power** may assign non-shift workers to shift, for station support and special projects, on the following basis:

1. Qualified volunteers will be sought, if insufficient volunteers are available, qualified employees will be assigned.
2. Seven days notice, prior to the commencement of shift will be provided – failure to provide notice requires the payment of overtime premiums for all work outside of the normally scheduled hours, until such time as the notice period has elapsed.
3. Shift work not to exceed 12 weeks per year, and any shift work beyond is voluntary.
4. Employees will be paid per the appropriate shift provisions in this article.
5. Any concerns that arise from the transition and adjustment to shift work will be discussed by management and The Society.

### **60.0 SHIFT WORK (FM&P)**

#### **60.1 Intent**

- Assignment of FM&P staff to shift will normally be on a voluntary basis. However, in the absence of any qualified volunteers, **Bruce Power** reserves the right to appoint specific individuals to perform the work.
- An employee who has volunteered may opt out of a shift arrangement by giving one month's written notice, subject to the above.
- Except in an emergency situation, at least seven days' notice will be given with respect to shift change notices.
- **Bruce Power** will propose shift arrangements and seek The Society's input on proposed shift arrangements.
- A minimum period for a shift is four days.
- **Bruce Power** reserves the right to terminate specific shift arrangements by giving one month's written notice.

**60.2 Definitions (See Article 59)**

**60.3 Shift Differentials**

Scheduled hours worked in shifts commencing during the following hours shall have the following shift differential apply:

a) Two- or three-shift coverage of eight hours or less:

07:00 - 10:00	zero differential
10:00 - 18:00	an amount equal to one-seventh of FM&P 12 reference point rate per hour worked
18:00 - 07:00	an amount equal to one-fifth of FM&P 12 reference point rate per hour worked

b) Two-shift coverage of greater than eight hours:

06:00 - 10:00	zero differential
10:00 - 06:00	an amount equal to one-fifth of FM&P 12 reference point rate per hour worked

**60.4 Shift Premiums**

Scheduled hours worked on Saturday and Sunday will be paid at an amount equal to the employee's base rate plus half of FM&P 12 reference point rate per hour worked.

For scheduled work performed on a statutory holiday, the amount paid equals the employee's base rate plus one times FM&P 12 reference point rate per hour worked. An additional day off will be scheduled in lieu of the statutory holiday.

**60.5 Overtime**

Authorized overtime beyond the normal scheduled shift hours shall be compensated in accordance with the overtime provisions of this Agreement.

**60.6 Time Balancing**

A time bank will be established for each employee to record the total number of scheduled hours worked plus scheduled hours paid for vacation, sick leave, time off in lieu or other approved paid time off. The time bank will be reduced to zero after the duration of the shift schedule.

For positive time balances the employee may elect:

- i) Payment at time and a half for 50% of the hours and double-time for the remainder;  
or
- ii) Time off at straight time.

Negative time balances existing at the end of the shift schedule, or caused by interruption or cancellation, will be written off.

Overtime hours are not counted in the time bank.

### **60.7 Special Circumstances**

In the application of the under-noted items a reference under the appropriate provision to “days” entitlement will mean eight hours. For example, a 12-hour shift will constitute one and one-half days deducted from credits. Items (e) and (f) will be credited, for pay purposes, on an hour-for-hour basis.

- a) Vacation
- b) Floating Holidays
- c) Sick Leave
- d) Leave of Absence
- e) Travelling Time Outside Normal Working Hours
- f) Payment for Relief Work

When an employee is scheduled to work shift and one of the following items applies, a “day” will be considered to be one scheduled shift.

- a) Legal Hearings
- b) Funerals
- c) Moving Day

### **61.0 COMPENSATION AND WORKING CONDITIONS - 12-HOUR SHIFT SCHEDULE**

The following provisions apply to employees in any Business Unit who work a 12-hour shift schedule.

#### **61.1 General Provisions**

- 61.1.1 The 12-hour shift schedule will average the regular scheduled hours per week for employees and will indicate the days and hours of work (shift) for each employee. Payment will be determined in accordance with this Article and as outlined elsewhere in Article 59 (“Shift Work [M&P, OSS]”).
- 61.1.2 The implementation of 12-hour shift work will be on the understanding that its application will not result in any appreciable increase in cost to **Bruce Power**.



61.1.3 **Bruce Power** or The Society Board of Directors shall have the right to terminate 12-hour shift work. Written notice must be provided by the Department Manager to The Society President or vice versa.

- a) If the notice is two months prior to the end of the current schedule, 12-hour shift work will terminate at the end of the current schedule. Reason(s) for termination will be provided by the respective party.
- b) The 12-hour shift schedule may be cancelled immediately by **Bruce Power** should any of the following be adversely affected: safe operation of plant; health of shift workers; public safety.

Appendix I to this Article provides further information about the 12-hour shift monitoring criteria for **Bruce Power**.

- c) When employees at any Department have exercised the right to opt out of time-balanced 12-hour shift work, no new 12-hour shift work may be introduced for those employees without the mutual agreement of local management and the local Society Unit Director.

61.1.4 All policies and agreements which normally apply to employees will continue to apply unless specifically stated otherwise in this Article.

**61.2 Shift Differential**

A shift differential of \$1.25 per hour worked will be paid to 12-hour shift employees for each night shift hour worked, in accordance with Article 59.3 (“Shift Work [M&P & OSS Staff]”).

**61.3 Shift Premium**

Hourly shift allowances shall be paid to M&P and OSS shift workers, for hours worked as follows:

Shift work on Saturdays and Sundays	50% of 95% of the MP4 reference point rate per hour worked.
Shift work on statutory holidays	95% of the MP4 reference point per hour worked.

The statutory holiday shift premium shall be paid on an actual hourly-as-worked basis.

## **61.4 Overtime**

- 61.4.1 Authorized overtime beyond 12 hours of work on scheduled workdays Monday to Saturday inclusive and all hours worked on scheduled days off Monday to Saturday inclusive shall be compensated in accordance with the overtime provisions of this Agreement.
- 61.4.2 Authorized overtime beyond 12 hours of work on scheduled workdays which are Sundays or statutory holidays and all hours worked on scheduled days off which are Sundays or statutory holidays shall be compensated in accordance with the overtime provisions of this Agreement.

## **61.5 On-Call**

On-call service payments will not be applied to those employees on the Minimum Availability Requirement (MAR) list (see Section 61.8).

## **61.6 Special Conditions**

- 61.6.1 The following items will be credited for pay purposes on an hour-for-hour basis:
- a) Vacation
  - b) Floating Holidays
  - c) Sick Leave
  - d) Time Off Without Pay
  - e) Travel Time
  - f) Medical and Dental Consultations - Periods of less than four hours shall not be deducted from sick leave credits.
- 61.6.2 In the application of the above-noted items (a), (b) and (c), a reference under the current provisions of this Article to a "day's" entitlement will mean eight hours. Therefore a 12-hour shift will constitute one and one-half days deducted from credits.
- 61.6.3 When an employee is scheduled to work a 12-hour shift and one of the under-noted conditions occurs, a "day" will be considered to be 12 hours.
- a) Jury duty and attendance at court.
  - b) Funerals.
  - c) Moving Day.
  - d) Time Charges for Attendance at Delegates' Council and meetings of The Society's Board of Directors.
- 61.7 The basic statutory holiday and special time off provisions remain unchanged in that time off and pay entitlements will continue to be calculated on an eight-hour basis.

## **61.8 Minimum Availability Requirement (MAR) List**

- 61.8.1 In order that a sufficient number of shift employees are on duty to maintain and ensure a continuous operation at any Department utilizing 12-hour shifts, a MAR List will be prepared.
- 61.8.2 A sufficient number of employees, by job classification and qualifications, will be determined by **Bruce Power**. Employees will volunteer their willingness to be called in to work in this situation, by placing their name on the MAR List under the day(s) they wish to be called. If there are no volunteers, **Bruce Power** reserves the right to assign employees to the MAR List. Employees will not be placed on the MAR List who are scheduled to work on an adjoining shift.
- 61.8.3 An employee on the MAR List agrees to be available during the Required Availability Period (RAP), to report to work to cover short-term absence. The RAP is the period of time commencing two hours prior to each shift change and ending one hour after each shift change.
- 61.8.4 If an employee whose name is on the MAR List cannot be available for the specified day(s), the employee must arrange for a substitute acceptable to **Bruce Power**, whose name then would be added to the MAR List.
- 61.8.5 Volunteering or being assigned to the MAR List for RAP periods does not entitle the person to any compensation, i.e., on-call pay, etc., nor does it guarantee that overtime will result.
- 61.8.6 In the event that an employee is called to work from the MAR List, he/she will be entitled to overtime premium rates (outlined in Section 61.4) for all hours worked.
- 61.9 Time-balanced 12-hour shift work will be introduced in a **Bruce Power** Department when the following conditions are met:
- 61.9.1 More than fifty percent (50%) of employees who vote in that Department must vote in favour of 12-hour shift work.
- 61.9.2 More than fifty percent (50%) of all eligible shift workers who vote in that Department must vote in favour of the 12-hour shift work.
- 61.9.3 The vote will be determined by a secret ballot scrutinized jointly by appointees of **Bruce Power** and The Society Board of Directors.
- 61.9.4 Employees eligible to vote are those employees normally assigned to shift and may include Shift Supervisors, Shift Supervisors in Training, Shift Operating Supervisors, Shift Maintenance Supervisors and Shift Mechanical/Service Maintenance TMS/TS.
- 61.9.5 Although the content, preparation, costing and administration of shift schedules is the sole responsibility of **Bruce Power**, the preference of the majority of shift workers in a station/department/plant for a particular basic type of schedule will be considered. Such preferences must be made known to **Bruce Power** four months in advance of the starting date of the new schedule. Master Schedule Guidelines are attached as Appendix II.
- 61.9.6 Supernumerary Shifts while working on the 12-hour shift schedule will be 0800 - 1600.

- 61.9.7 Three supernumeraries can be exchanged for working two 12-hour regular days off. Supernumeraries can be shift changed to shift crews on a 3:2 supers to shift crew basis.
- 61.9.8 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.
- Exception: The statutory holiday shift premium shall be paid on an actual hourly-as-worked basis.
- 61.9.9 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.
- 61.9.10 For the day on which an election occurs and up to three days before and after, all employees on a 12-hour schedule will be changed to an eight-hour schedule unless joint agreement is reached to do otherwise.
- 61.10 Twelve-hour shift work may be introduced in other locations when the following conditions are met:
- 61.10.1 If local management determines that a 12-hour shift work arrangement is appropriate, a vote will be held in the affected work unit(s).
- 61.10.2 More than 50% of those eligible to vote in the work unit(s) must vote in favour of 12-hour shift work.
- 61.10.3 The vote will be determined by a secret ballot scrutinized by the appointees of **Bruce Power** and The Society.

**APPENDIX I**

**12-HOUR SHIFT MONITORING CRITERIA**

<b>Non-Public Safety</b>	<b><i>Bruce Power</i> Public Safety</b>	<b>BHWP Public Safety</b>
Employee Health	Reliable Process Systems	Reliable Process Systems
Employee Safety	Reliable Safety Systems	Reliable Release Prevention Systems
Employee Attitude	Multiple Barriers	Reliable Release Identification and Information Systems
Attrition	Competent Operators	Release Mitigation
Overtime Availability	Detect and Correct Failures	Ignition Conversion
Insufficient Notice for Shift Change	Control Zones	
Operating Error	External Training	
Productivity	Emergency Plans and Procedures	
Shift Turnover	Competent Staff	
Cost	Detect and Correct Failures	

## APPENDIX II

### MASTER SCHEDULE GUIDELINES

- 1.0 All work groups must follow the same schedule.
- 2.0 An excessive number of 12-hour shifts cannot be worked in sequence. Three would be the maximum for nights; four would be the maximum for days.
- 3.0 At least 48 hours off will immediately follow each sequence of shifts. At least two regular days off will be scheduled in each week.
- 4.0 Time balances should cycle between +36, with an additional +4 hours as an exception.
- 5.0 Other specific rules in Section 61.9 of the Article should also be noted.

Note:

1. Supernumerary shifts will be worked between the hours of 08:00 and 16:00. These shifts will be spread evenly throughout the year except for July and August. Supernumerary shifts will only be scheduled in July and August if required for outage schedules.
2. For hours actually worked by an individual the following implementation rules apply:
  - 2.1 Maximum of 3 night shifts in a row, except for MAR list needs.
  - 2.2 A minimum of 48 hours off per pay period, except for MAR list needs.

## 62.0 SHIFT TURNOVER

- 62.1 A shift turnover allowance will be paid to employees who have been authorized to perform shift turnovers. **A shift turnover allowance shall be paid at that appropriate/applicable overtime rate.**
- 62.2 Only one person will be paid for each shift turnover, either the incoming or the outgoing shift, but not both.
- 62.3 **Pursuant to the Bruce Power LOU #8 Re: Authorized Staff, employees in the CRSS and CRSOS classifications will not receive any premium for shift turnover, except where the turnover is 30 minutes or longer due to unusual circumstances, e.g., unit outages, planned or unplanned. In unusual circumstances, the CRSS and CRSOS will be paid at the appropriate/applicable overtime rate.**

## 63.0 COMPENSATION FOR AUTHORIZATION AS A NUCLEAR SHIFT SUPERVISOR

- 63.1 An employee who receives initial authorization to act as a Nuclear Shift Supervisor on or after January 1, 1993 will receive a bonus of \$7,000.
- 63.2 An employee who was previously authorized to act as a Nuclear Shift Supervisor and who has become re-authorized to act as a Nuclear Shift Supervisor at a different station after January 1, 1993 will receive a bonus of \$5,000.

## PART XIII - WORKING CONDITIONS

### 64.0 EMPLOYMENT CONTINUITY

#### 64.1 Scope

This Article will apply to all employees except temporary employees, and takes precedence over other provisions of this Collective Agreement with regard to vacancies and job placements unless otherwise specified. Article 34 describes the entitlements for temporary employees. Employees on leave (e.g., LTD) or on foreign assignments will be neither advantaged nor disadvantaged upon return from the leave.

#### 64.1.1 Preference for Regular Employees

Surplus regular employees will be retained in preference to temporary employees under the following conditions:

- Within the same Unit of Application.
- Where the regular employees are qualified to perform the work and are able to perform the job within a reasonable period of time given the length of the assignment.
- Where the work is normally performed by Society-represented employees.

Therefore, when there are both regular and temporary employees within the same Unit of Application and a surplus arises, the surplus regular employees will be retained over the temporary employees, if the conditions above are satisfied.

In situations where there are surplus regular employees, they will be used in preference to temporary employees, if a temporary requirement arises and if the above conditions are satisfied.

#### 64.1.2 Grievability/Arbitrability

Employees may use the grievance/arbitration procedure to appeal decisions of the joint teams referred to in this Article if they believe they have been treated unfairly. JRPT decisions and processes are grievable. It is expected that the parties will support their decisions and recommendations. This is not intended to prevent the parties from jointly agreeing to change their decisions and recommendations. The recommendations and decisions by other Joint Redeployment Planning Teams and other Joint Reasonable Offer Teams are without prejudice and cannot be used as precedents in grievance arbitration. Any agreements reached by the JWP within the scope of Article 64 are neither grievable nor arbitrable.

#### 64.2 Preamble and Principles of Operation

It is intended that the parties will make their best efforts to interpret, apply and administer the provisions of this Article to reflect a balance among the principles set out below and throughout this Article.



**Employment continuity is an element in sustaining a work climate that supports a high level of employee commitment, performance and job satisfaction. The following principles reflect our underlying values and beliefs and provide the direction on which this Article is founded:**

- 64.2.1 Career change should be expected and viewed positively.**
- 64.2.2 Individuals are responsible for their own career decisions and should be involved in developing options affecting their careers.**
- 64.2.3 Bruce Power and the Society recognize the value of retaining, utilizing and enhancing the asset of employee skills and abilities.**
- 64.2.4 Employment continuity issues will be discussed openly and employees and their representatives should be involved in these discussions as early as possible.**
- 64.2.5 Employees will be provided with access to opportunities for learning and development and will take a proactive role in their development to prepare for the future.**
- 64.2.6 It is in the best interests of both our customers and our employees for Bruce Power to be a viable and healthy business entity with operations province wide.**
- 64.2.7 Employment continuity policies must reflect a balance between the fundamental interests of Bruce Power and its employees.**
- 64.2.8 Employees will be treated fairly and with respect and dignity.**
- 64.2.9 Bruce Power and the Society recognize that there will be competing individual interests and will structure redeployment strategies which will minimize the occurrence of that competition and its negative impact.**
- 64.2.10 A commitment to effective short and long range planning is critical to employment continuity.**
- 64.2.11 For a JRPT to operate effectively and efficiently, it is important that it be provided with a pre-determined organizational structure and adequate/appropriate resourcing.**
- 64.3 Definitions**
  - 64.3.1 “BASIC SEARCH/NOTICE PERIOD” shall mean a period of not less than 24 weeks during which a surplus employee has “priority consideration” for vacancies.**
  - 64.3.2 “CONSENSUS” shall mean an agreement on a given issue that all parties to the agreement can live with and publicly support.**
  - 64.3.3 “DECLARED SURPLUS” shall mean that the employee has insufficient seniority and/or qualifications to be matched to an ongoing position that is deemed to be a reasonable offer in his/her unit of application.**

- 64.3.4** “EMPLOYMENT CONTINUITY” shall mean the obligation on Bruce Power's part to provide opportunities and options to maintain productive and rewarding employment within Bruce Power and in the event that such opportunity is not available, to provide fair and reasonable employment adjustment and terms and conditions for departure. It is an obligation on the part of the employee, the Society and Bruce Power to actively participate in the redeployment process.
- 64.3.5** “INCUMBENCY” is a concept that a JRPT may use as a part of its redeployment process. The JRPT may identify an employee as an incumbent only if the position meets the following criteria:
- Substantially unchanged duties and responsibilities<sup>5</sup>.
  - Unchanged location<sup>1</sup>.
  - Unchanged hours of work.
  - Unchanged salary grade.
- 64.3.6** “LATERAL POSITION” shall mean a job paid from:
- The same salary schedule and is the same salary grade as the employee's current grade;
- or
- A different salary schedule in which the salary level is equivalent to the employee's current job measured by salary grade Reference Points (100%).
- 64.3.7** “PRIORITY CONSIDERATION” shall mean an obligation to select the most suitable candidate from amongst the qualified surplus applicants for advertised vacancies for whom the vacancy represents a lateral or lower-rated position. If there are no qualified surplus applicants Management is then obliged to select the most suitable candidate from amongst those surplus applicants who can become qualified in a reasonable period of time. “Priority consideration” is provided to surplus employees.
- 64.3.8** “PROMOTION” shall mean a position in which the demands and responsibilities are greater than in the employee's current job and the position is a minimum of one salary grade higher than the employee's current job if rated on the same salary schedule or the equivalent of one salary grade higher if rated on a different salary schedule.
- 64.3.9** “QUALIFIED” shall mean having the qualifications and experience required to perform the job within a reasonable period of time, normally not expected to exceed six months.
- 64.3.10** “SENIORITY” shall mean all prior service with Ontario Hydro and OPGI or other eligible service pursuant to the transition provisions in Section 9.4 regardless of breaks in employment, employee category and/or bargaining unit/ representational status. Regular employees who currently work reduced hours or have done so in the past, will have such service calculated as if it were full time. In the event that a contractor is determined to be dependent, service shall be counted from the date of a declaration of dependent contractor application to the OLRB or the date of joint agreement between Bruce Power and the Society regarding contractor status.

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<sup>5</sup> The operational meaning as determined by the JRPT.

**64.3.11** “SERVICE” for the purpose of calculating severance shall mean the employee’s Established Commencement Date (ECD) and does not include any external experience credits. Employees who have received severance pay under this Article shall not be entitled to the service used to calculate previous severance pay in any future employment with Bruce Power.

**64.3.12** “SERVICE BASED SEARCH/NOTICE PERIOD” shall mean a search/notice period based on the surplus employee’s Service Recognition Date (SRD) plus External Experience Value (EEV), during which a surplus employee has “priority consideration” for vacancies.

**64.4** Notification and Involvement of the Society

**64.4.1** Principle of Prior Involvement

Prior to making final decisions on significant organizational or operational changes that have an adverse impact on the employment continuity of Society-represented employees, Bruce Power will establish a team in a timely manner which will include representatives appointed by the Society. The team will examine how the organizational or operational change will be implemented and will strive to develop mutually acceptable recommendations in a timely manner for the appropriate level of Management based on this examination. In the event that recommendations are not developed or the recommendations are not accepted, Bruce Power will make the final decision.

**64.4.2** Notification

In the event that a Bruce Power business decision has an adverse impact on the employment continuity of Society represented staff, the Society will be notified as soon as possible.

An adverse impact may arise due to organizational and operational changes that include technological changes, workload changes, and business process re-engineering and all other circumstances where the numbers of Society represented employees are reduced and/or positions with incumbents are either eliminated or significantly changed (e.g., a change to job duties and/or skills/qualifications and/or rate as covered in the job document).

**64.4.3** Involvement

The Society will be involved in all decisions respecting how Society represented employees are treated with respect to this Article.

There are three levels of involvement. They are as follows:

**1. Joint Consultation**

Bruce Power and the Society will discuss the issue and attempt to reach a jointly acceptable course of action.

Failing an agreement, Bruce Power will make the final decision.

## **2. Joint Recommendation**

**Bruce Power and the Society will attempt to reach consensus on an issue which will form the basis of a recommendation to senior management.**

**In the event a consensus is not reached, the issue will be managed in accordance with the negotiated default contained in the relevant provisions of this Article.**

## **3. Joint Decision**

**Bruce Power and the Society are obliged to reach an agreement on the issue.**

### **64.4.4 Voluntary Surplus**

**In circumstances where Management is aware that job loss may occur, Management in its discretion may agree to a voluntary termination by an employee in the affected work group. In such cases, employees who terminate their employment, will be entitled to their own entitlement for search notice and severance, plus an additional week of severance for each completed year of service, to a maximum additional payment of 26 weeks' pay. The combined total of the employee severance entitlement, plus the additional week under this Article cannot exceed 78 weeks.**

### **64.4.5 Annexations and Redeployment**

**In advance of any annexation (as provided for under Section 83.7 of the Power Corporation Act), the parties will meet to discuss and attempt to resolve issues associated with adverse impact and Article 64 of the Collective Agreement. These discussions are without prejudice to the exercise (by an employee or the Society) of rights under Article 64 and do not pre-determine whether or not Article 64 will be triggered.**

### **64.5 Set Up Joint Redeployment and Planning Team**

**Bruce Power shall decide the organizational structure required to carry out approved work programs.**

**Bruce Power and the Society will appoint an equal number of representatives to the Joint Redeployment and Planning Team. This team will develop a redeployment plan which minimizes to the extent possible, the effect on and number of employees to be declared surplus, consistent with the need to carry out Bruce Power's work and be responsible for overseeing its implementation. The team is also responsible for communications to affected staff. The Joint Redeployment and Planning Team will develop its recommendations/decisions by consensus using problem solving techniques.**

**Senior Management (e.g., Directors, General Managers) shall meet to discuss with the Joint Redeployment and Planning Team the number and type of positions that will no longer be required.**

## **64.6 Joint Planning - Responsibilities of the JRPT**

- 1. The Joint Redeployment and Planning Team will review its proposed redeployment plan with the Senior Management (e.g., Directors, General Managers) and Society Unit Director(s) in the work unit in at least two stages. The first report will include recommendations/decisions with respect to:**
  - a) The Unit of Application for identification of surplus staff (Refer to 64.6.1).**
  - b) Development of a process and strategies for redeploying staff within the Unit of Application (Refer to 64.6.2).**
- 2. The second report will include recommendations/decisions with respect to:**
  - a) The preparation of seniority lists and identification of surplus staff (Refer to 64.6.3).**
  - b) Identification of redeployment tools for the purpose of minimizing involuntary terminations (Refer to 64.6.5).**
- 3. Senior Management (e.g., Directors, General Managers) will be required to:**
  - a) Approve each report as a package; or**
  - b) Request the team to reconsider specific issues and to either confirm or agree to change specific recommendations.**
- 4. Failing joint agreement on the team's proposal in full, Senior Management (e.g., Directors, General Managers) will be required to reject the proposal in full and implement a plan based on the defaults in this Article. Differences related to the interpretation, application or administration of the redeployment plan may be submitted to the grievance/arbitration procedure.**
- 5. Continuing Responsibilities of the JRPT**

**Respond to questions and grievances related to its process and decisions.**
- 6. Local accountabilities for:**
  - a) Minimizing surplus**
    - i) Determining an implementation plan for JRPT redeployment recommendations. This responsibility includes identifying clear accountabilities for the use of the redeployment tools.**
    - ii) Testing possible vacancies in the Unit of Application against the surplus employees in the Unit of Application.**
    - iii) Testing rotations in the Unit of Application that are greater than six months against the surplus employees in the Unit of Application.**

**shall be clearly assigned in the JRPTs second report.**

7. The parties agree to the establishment of the Redeployment Information Service which will manage and coordinate information related to placement opportunities for surplus staff and provide support services to local Society and Management representatives.
8. With respect to the application of 64.10.2, ensure that purchased services contracts are reviewed by Bruce Power throughout the redeployment process.

#### **64.6.1 Unit of Application**

##### **64.6.1.1 Definitions**

**Unit of Application shall mean the organizational unit (e.g., Department, Division, Business Unit or a cross corporate grouping) in which seniority and the identification of surplus staff shall be administered.**

**Business Unit shall mean the organizational unit under a Vice-President or General Manager or equivalent.**

**Division shall mean an organizational unit which reports to a Vice-President or General Manager.**

##### **64.6.1.2 Size of the Unit of Application**

**In determining the size of the unit for purposes of identifying who is surplus, the parties will be governed by the following:**

- **The size of the unit will be sufficiently large to provide a fair means for identifying the surplus employee(s).**
- **The size of the unit will be sufficiently small to minimize the disruption to both the employee and the work to be done.**

**A joint recommendation will be made in determining the size of the unit of application.**

##### **64.6.1.3 Default Unit of Application**

**Should the parties not agree to the size of the unit of application for the identification of surplus, then the unit size will be the Business Unit with this exception:**

**Where fewer than 10% of Society-represented employees in a Business Unit, and fewer than 20% of the Society-represented employees in the Division are adversely affected, then the default Unit of Application will be the Division.**

#### **64.6.1.4 Unit of Application Beyond the Business Unit**

A JRPT may jointly recommend to a Vice-President or General Manager (or equivalent) that the Unit of Application should be expanded beyond the Business Unit in a surplus situation. If the recommendation is approved, the recommendation will be jointly discussed with the Business Unit(s) into which expansion of the Unit of Application has been recommended. If no jointly agreeable solution is achieved at this stage, the recommendation may be brought by either party to the JWP for consideration and resolution. If no jointly agreeable resolution is achieved at the JWP, the issue may be taken by either party to the President of Bruce Power and the President of the Society for final resolution. In appropriate circumstances (e.g., Corporate Functions, Multiple Business Unit JRPTs), matters may be directly referred to the JWP.

**64.6.1.5 Notwithstanding Sections 64.6.1.3 and 64.6.1.4 above, the Unit of Application for Society-represented staff in Bruce Power will be as per the NAOP Letter of Understanding dated June 19, 1998.**

**64.6.1.6 Research will be considered to be a Unit of Application.**

**64.6.1.7 Employees covered by the FM&P Letter of Understanding dated July 2, 1996 will have a Unit of Application that consists of Bruce Power.**

**64.6.1.8 All employees will normally be assigned to one and only one unit of application. Exceptions may result from the application of significant inequity rights contained in this Article.**

**64.6.1.9 Where Bruce Power establishes organizational units which do not clearly fit the definitions contained in the unit of application default provisions, the matter of the appropriate unit of application will be reviewed by the JWP. The JWP will make a decision which ensures that employment continuity rights are fairly applied.**

**62.6.1.10 In the event of a change during the term of the agreement that cannot be resolved by the parties, the Business Units in 64.6.1.3, 64.6.1.4 and 64.6.1.5 represent the “updated equivalent balance” referred to.**

#### **64.6.2 Process for Staff Changes - Mix and Match**

The Joint Redeployment and Planning Team will develop the mix and match procedures to fill positions in the new organizational structure from employees within the Unit of Application. The intent is to sort employees within the Unit of Application among the jobs in the new organization on the basis of qualifications and seniority. In the event there are no qualified employees from the Unit of Application, the positions will be advertised in accordance with Article 65.

JRPTs are expected to keep accurate records of the reasons for deeming employees not qualified. Upon request, the employee will be provided with the written reasons for being deemed not qualified.

##### **64.6.2.1 Mix and Match Rules**

- 1. No promotions, i.e., only laterals or demotions are permitted in a mix and match process. (Note: Exceptions are described in 64.6.2.1 (11) and 64.6.3)**

2. **Applies within the affected Unit of Application.**
3. **The process must be open and participatory and involve individual employees in planning and an agreed-upon form of posting within the Unit of Application.**
4. **In the event there are more qualified candidates than positions available in the new organization, then the most senior of the qualified candidates will be selected to fill the positions.**
5. **If a job offer is found to be unreasonable by the Joint Reasonable Offer Team, then the employee will be allowed to refuse it and be declared surplus with full entitlements.**
6. **Employees who accept a lower-rated position or who experience a reduction in hours of work as a direct result of Mix and Match will be entitled to the provisions of 64.8 “Compensation”.**
7. **Pregnancy Leave and Paid Parental Leave**

**The employee should be treated as though he/she is at work.**

**8. Other Leaves/Absences**

- **If the return date is known and it will occur during the Mix and Match (or shortly thereafter), the JRPT should normally include the employee in the Mix and Match.**
- **If the employee’s anticipated return date is not shortly after the conclusion of the Mix and Match, he/she would not normally be included in the Mix and Match. His/her employment continuity rights would be exercised upon his/her return.**
- **Where an employee is not included in the Mix and Match, the JRPT needs to determine whether the position held by that employee prior to the start of the leave/absence will be included in the Mix and Match.**

**The JRPT should consider each circumstance on a case-by-case basis, considering such things as the employee’s availability to participate.**

**9. Out-of-Province Assignments**

**Refer to 6.4 “Employment Continuity during Temporary Out-of-Province Assignments”.**

**10. Temporary Assignments/Rotations**

**Normally, employees will exercise the redeployment rights applicable to their regular positions. Exceptions:**

**There will be a local joint review with respect to the duration of an assignment where it is greater than two years and is outside the Society’s jurisdiction.**



**At the outset of the assignment, the employee will be advised of his/her rights with respect to Employment Continuity as described below:**

- **For assignments of two years or less, the employee will return to the Society's jurisdiction for redeployment.**
- **For any portion of an assignment beyond two years, the employee will remain in the jurisdiction of the assignment position for the purpose of exercising redeployment rights.**

**Employees whose regular positions are outside of the Society's jurisdiction but who have been acting in positions within the Society's jurisdiction for at least two years continuously and who can demonstrate a severe disadvantage by returning to their regular position will be allowed to exercise redeployment rights within the Society's jurisdiction. These situations will be reviewed on a case-by-case basis by Bruce Power and the Society.**

**11. Employees Previously Demoted via Article 64**

**An employee previously demoted through the application of Article 64 is eligible for consideration at up to his/her previous higher level during a subsequent Mix and Match subject to the following:**

- **The subsequent Mix and Match (i.e., upon approval of the first report) must occur within two years of the date that the employee reported to the lower-rated position.**
- **Displacement of another employee at a level higher than their current level is not permitted.**

**12. Promotion-in-Place Programmes (PIP)**

- Employees in a PIP will be retained in their PIP (should it continue to exist) based on seniority, subject to item (d) below.**
- Employees in non-PIP positions or in other PIPs will be considered for PIP positions subject to the following:**
  - For lateral or lower-rated levels of the PIP only.**
  - Must be minimally qualified at the entry level of the PIP.**
  - Able to achieve the terminal level of the PIP.**
  - Placement is based on seniority.**
- Employees in a PIP position will be considered for non-PIP positions for which they are qualified, subject to the following:**
  - Considered for lateral or lower-rated positions.**
  - Placement is based on seniority.**
- Bruce Power may determine a minimum number of employees qualified at the terminal level of the PIP at an appropriate work unit level (e.g., Division, Department, Section).**

### **13. Participation of Surplus Employees**

Surplus employees will participate in any subsequent mix and match process in their appropriate unit of application.

Their search/notice clocks will be stopped at the time the first JRPT report is approved and restarted upon approval of the second JRPT report if the employee is still surplus. An employee will retain priority consideration for any vacancy he/she has applied for prior to stopping of his/her clock.

A surplus employee not placed through a subsequent mix and match will have his/her clock restarted at the point it was stopped.

#### **64.6.2.2 Available Options If Employee Refuses a Job Offer**

The Joint Redeployment and Planning Team will decide during the planning process which options will be available to an employee who rejects an offer that is upheld by the Joint Reasonable Offer Team (refer to 64.7.3) as reasonable. The affected employee must, within 48 hours of being advised of the decision, choose between the option (or options) as made available by the Joint Redeployment and Planning Team. The options are:

1. Accept job offer.
2. Confirm refusal and terminate with 75% of lump sum payments as per Subsection 64.9.2(a).
3. Confirm refusal and be declared surplus with 50% of the normal search/notice period and 50% of the normal severance entitlement.

If there is no agreement by the Joint Redeployment and Planning Team on the options, then (a) and (b) will be available.

Note: While option (a) is always available, the JRPT may choose to provide option (a) in combination with (b) and/or (c).

Exception: Employees who have been demoted as a result of the direct application of Article 64 and who, in a subsequent mix and match, face a demotion again due to the direct application of Article 64 will be allowed to choose between accepting the demotion or being declared surplus with full entitlements. They will not be required to submit to the JROT process.

#### **64.6.2.3 Refusal of an Incumbent Position**

Where an employee has been declared to be an incumbent to a position by the JRPT, he/she will not be entitled to file a challenge with the JROT in relation to the incumbent position. If the employee does not accept a match to his/her incumbent position, he/she may be deemed by Management to have voluntarily terminated his/her employment with Bruce Power.

### **64.6.3 Identification of Surplus Employees**

The Joint Redeployment and Planning Team will compare the seniority of employees performing work which requires substantially the same qualifications and experience. In addition the team will compare the qualifications and experience of displaced employees with the qualifications and experience required by lateral or lower rated positions in the Unit of Application and retain the most senior at that level in descending order. Through this process the Joint Redeployment and Planning Team shall decide by consensus which employees within the Unit of Application have greater seniority and shall be retained to fill the ongoing positions and which employees have least seniority and shall be declared surplus subject to (a) and (b) below.

Seniority rights apply to lateral and lower rated positions but are not applicable to higher rated positions. The exception to this can occur where there are essentially no lateral or demotional positions with respect to which an employee can exercise his/her Employment Continuity rights and where the JRPT believes there are reasonable opportunities for promotion. The JRPT will identify the individual employee(s) or categories of employees facing these circumstances and the positions or categories of positions that represent promotional opportunities. Placement into such positions can only occur in order to fill unmatched positions that could not be filled on a lateral or demotional basis.

Employees who are not supervisors shall not exercise their seniority and displace supervisory employees with respect to supervisory positions unless they have supervisory qualifications. Employees who are not First Line Managers (FLM) shall not exercise their seniority and displace FLM employees with respect to FLM positions unless they have FLM qualifications.

Employees paid from Schedules 04 and 18 will not normally have their seniority considered with employees from Salary Schedules 01 or 02. The Joint Redeployment and Planning Team may decide on exceptions when Salary Schedule 04 and 18 employees have achieved at least Step 5 and have greater seniority than entry level employees on Salary Schedules 01 or 02 or where Salary Schedule 04/18 is being used as a salary bridge for employees selected to Salary Schedules 01 or 02 positions.

For the purposes of Subsection 65.6.3 where the Joint Redeployment and Planning Team has agreed to make exceptions based on the above circumstances, such employees paid from Salary Schedule 04 or 18 will have priority consideration in the same manner as other Salary Schedule 01 or 02 surplus employees. Where the Joint Redeployment and Planning Team does not accept that the circumstances warrant exceptions, surplus employees paid from Salary Schedules 04 or 18 will have priority consideration for MP2 and equivalent or lower rated vacancies following consideration of the surplus regular employees from within the bargaining unit and before the applications of all other employees.

Employees from outside of the bargaining unit shall not displace Society-represented employees.

In the event that the team is unable to reach consensus on the identification of surplus employees, Bruce Power will determine who is declared surplus in accordance with the provisions of Subsection 64.6.3.

## **1. Viability of the Work Unit**

If the ability of the organizational unit to adequately perform its functions is placed in jeopardy by the application of seniority, the Joint Redeployment and Planning Team may decide to protect sufficient lesser service employees to restore the viability of the organizational unit. If the team is unable to reach consensus, then Senior Management (e.g., Directors, General Managers) will decide. In situations where junior staff are protected by the implementation of this Subsection, and where the Unit of Application is smaller than a Business Unit, greater service employees who cannot be placed as a result of such protection shall have the right to have their seniority applied across the Business Unit.

## **2. Employment Equity**

If employment equity programmes will be seriously set back, the Joint Redeployment and Planning Team may by consensus agree to protect sufficient lesser service employees in order to prevent such a set back from happening and extend the same provisions as set out in (a) above. This provision is not intended to further or enhance employment equity initiatives. Where the team has not reached consensus on the need to protect lesser service employees because of employment equity concerns, then the normal rules for identifying surplus employees on the basis of seniority will apply as outlined above in Subsection 64.6.3.

### **64.6.4 Declared Surplus**

Employees declared surplus will receive written notice at the outset of their search notice period. Surplus status can be withdrawn at any time. The written notice shall contain:

- The cause of the surplus.
- A reference to this Article.
- The expected expiration date of the search notice/period (termination date).
- The right to Corporate-wide priority consideration for vacancies in accordance with Subsection 65.6.3.
- The total severance entitlement.
- The anticipated date the employee will vacate his/her position.
- The expectation that the employee is expected to actively pursue internal and external placement opportunities.

#### **64.6.4.1 Declared Surplus - Significant Inequity Rights**

A significant inequity requires:

1. A declared surplus employee with eight or more years' service.

2. An employee not in the surplus employee's unit of application with five or more years' lesser service performing work for which the senior employee is qualified.

A significant inequity can occur:

- Within a Business Unit; or
- Across Business Units; or
- When organizational units have been split.

#### 64.6.4.1.1 Within a Business Unit

The senior employee in the Significant Inequity situation will be offered a choice of:

1. Displacing the most junior employee from a position for which he/she is qualified within two salary grades below his/her position provided the most junior employee has five or more years' lesser seniority. If such a displacement is not available, then the employee may displace the most junior employee in the next lower salary grade in descending order under the same conditions as stated above; or
2. The right to apply with first priority consideration over all other surplus employees to Society vacancies, in accordance with Article 65.6.3, on a lateral or demotion basis; or
3. Voluntary termination with entitlement to the provisions in 64.10.1(a). If the employee has chosen (b) above, he/she may at any time elect (c).

#### 64.6.4.1.2 Corporate Wide

The senior employee in the Significant Inequity situation will be offered, upon self-identification to the JRPT, a choice of:

1. The right to apply with first priority consideration over all other surplus employees to Society vacancies, in accordance with Article 65.6.3, on a lateral or demotion basis.
2. Voluntary termination with entitlement to the provisions in 64.10.1(a). If the employee has chosen (a) above, he/she may at any time elect (b).

#### 64.6.4.1.3 Split Organizational Units

To displace beyond the Business Unit, the following conditions must be satisfied:

1. The senior and junior employees must have been in the same organizational unit within 12 months prior to the date of self-identification to the JRPT.
2. The organizational unit must have been split.
3. The junior employee must not be part of the senior employee's current unit of application.

4. The junior employee must be in a position performing a function that was in the same organizational unit as the senior employee within 12 months of self-identification.

The senior employee will be offered, upon self-identification, the following choices:

1. Displacing the most junior employee as per Section 64.6.4.1.1(a) within his/her current Business Unit.
2. If (a) above is not available, then the same displacement rights will apply within all split portions of the original organizational unit.
3. The right to apply with first priority consideration over all other surplus Society employees to Society vacancies, in accordance with Article 65.6.3, on a lateral or demotion basis.
4. Voluntary termination with entitlement to the provisions in 64.10.1(a). If the employee has chosen (c) above, he/she may at any time elect (d).

#### **64.6.4.1.4 Significant Inequity Bump and Vacancy Issue**

When exercising the option to displace, and a vacancy exists within the unit affected by the significant inequity rights, normally a vacancy will be considered to be the “least senior employee” and the displacement will occur into that vacancy. The exceptions to this are:

1. Where the vacancy is lower rated than the position that the least senior employee occupies; or,
2. Where displacement into the vacancy requires a move that would not otherwise have occurred had the least senior employee been displaced.

When one (or both) of the exceptions applies, the displacing employee has the option of:

1. Displacing the least senior employee, if that employee is qualified to perform the duties and responsibilities of the vacant position; or
2. displacing into the vacancy.

#### **64.6.4.1.5 Rights of Displaced Employees**

An employee who is displaced as a result of the application of this section will be entitled to all of the provisions of Article 64, including the provisions of this section.

#### **64.6.4.1.6 Significant Inequity**

Where an employee has at least 8 years' service and is within one of the following functional groups, such an employee may displace an employee in the same functional group with at least 3 years' less service, who is performing work for which the senior employee is qualified: Finance, Human Resources, Health and Safety, Procurement, Real Estate.

#### **64.6.4.2 Voluntary Surplus**

**An employee from the affected unit of application who would not otherwise be surplus may volunteer to be declared surplus, subject to the following:**

- 1. The withdrawal of surplus status will be offered in seniority order to those surplus employees who are qualified to perform the duties and responsibilities of the position of the employee who is volunteering.**
- 2. The surplus employee will not be considered for a promotion, but may be considered for a promotion-in-place position.**
- 3. This must result in the withdrawal of surplus status from the surplus employee.**
- 4. The employee who is volunteering to be surplus will assume the surplus entitlements of the surplus employee who has his/her surplus status removed. A JRPT may recommend that different entitlements be made available to employees volunteering to be surplus.**
- 5. The exchange of employees arising out of the application of these provisions is subject to the approval of Bruce Power. The decision to approve (or disapprove) will be on the basis of further disruption to the work of the affected work unit.**

#### **64.6.5 Redeployment Tools**

**These would include, but are not limited to, the use of rotations, bridging to retirement, early retirement, retraining, and external placement.**

**These tools are not contractual entitlements but rather are methods for consideration by the Joint Redeployment and Planning Team.**

##### **64.6.5.1 Bridge to Retirement**

**A declared surplus employee who is close to retirement may wish to exchange severance pay for a working bridge to retirement subject to the following conditions:**

- The surplus employee must make a decision to opt for a bridge within 4 weeks of being declared surplus.**
- The period of time that represents the bridge would commence at the end of the search notice period.**
- The time period for which the bridge exists will not exceed the equivalent weeks of severance pay.**
- At the end of the bridging period the employee will terminate employment.**
- This decision is irrevocable.**

#### **64.6.5.2 Bridging for Future Workload**

Surplus employees may be assigned to perform work in temporary positions which bridge them to a point in time where additional ongoing work requirements exist, subject to the following conditions:

- That access to such positions be equitable (e.g., involve some form of advertising).
- Surplus employees shall have their surplus status and rights withdrawn when selected to bridging positions.
- Bridging could also include work sharing and job sharing where there is agreement with the employees involved.

#### **64.6.5.3 Rotations**

Rotational opportunities should be used for developmental purposes and not to replace a legitimate vacancy. The following conditions will apply when rotational opportunities are used as a redeployment tool:

- Posting of rotational opportunities should be in accordance with Article 65.
- The posting should include basic information such as position name, salary level, location, a description of the duties, starting date and proposed duration of the rotation.
- The selection process should use formal selection criteria.
- Interviews will be the responsibility of the receiving unit.
- Rotations will normally be from six (6) months to two (2) years.
- Terms and working conditions while on job rotation will be in accordance with Article 65.
- In the event that the search/notice period continues during the rotation, the surplus employee will not be restricted from applying to vacancies or from subsequently being released in a reasonable period of time, if he/she is the successful applicant.

#### **64.6.5.4 Retraining**

Retraining is intended to enhance the skill and qualifications of the surplus employee thereby increasing his/her marketability. It can include formal classroom training as well as developmental assignment within or external to Bruce Power.

#### **64.6.5.5 Educational Leave**

The intent is provide the surplus employee with the opportunity to enhance his/her potential for redeployment.

Treatment will be in accordance with the Bruce Power policies on Educational Leave (see Article 98).



#### 64.6.5.6 External Placement

External placement assistance may be provided, at Bruce Power's discretion, to a maximum value of two (2) weeks' salary (e.g., Outplacement counseling, legal or financial counselling, external job search expenses.)

#### 64.7 Re-assignment of Declared Surplus Employees

Surplus employees who have not been placed into a regular position will normally be reassigned to work of a different nature within the basic search/notice period. This work should complement and assist the employee's redeployment by ideally providing opportunities to develop skills.

Probationary employees who are not placed within eight weeks of their declared surplus date will be terminated and will be entitled to a payment equal to the amount of time remaining in the basic search/notice period. A probationary employee will not have the time that he/she is declared surplus credited towards the attainment of regular status.

#### 64.7.1 Search Notice Period

##### 64.7.1.1 Procedures

All full-time and reduced-hours employees who are declared surplus will have a search/notice period calculated as follows:

- No less than a 24 week basic search/notice period;  
plus
- Service-based search notice period equal to the sum of:
  - Two (2) weeks per year of service for the first five years of service.
  - One (1) week per year of service for service greater than five years.
  - Employees with relevant previous experience will receive additional service-based job search credits based upon their highest salary grade within one year of hiring in accordance with the following:

Salary Grade Hired Into	Credit
MP1/FMP11/TMS1-2/TS1/TS6/OSS1-8/SCT3	2 weeks
MP2/FMP12/MF22/TMS3/TS7-8/OSS9/SCO1	4 weeks
MP3/FMP13/MF23/TMS4/SEI1/TS9-10/OSS10/SCO2	6 weeks
MP4/FMP14/SEI2/TMS5/OSS11/SCO3	8 weeks
MP5/FMP15/OSS12/SCO4	10 weeks
MP6/FMP16/HO1	12 weeks

- For reduced hours employees, the service-based search/notice period will be calculated as if all service had been worked full time.

The total search/notice period will not exceed 60 weeks.

#### 64.7.1.2 Interruption of Search/Notice Period

**Intent:**

The search/notice period will normally run continuously uninterrupted, except where circumstances seriously impede the employee's ability to search for a new job or interfere with the employee's timely release to accept a new job. In those situations where the search/notice period is suspended, the right to priority consideration is also suspended, except as outlined below.

**Specific Circumstances:**

##### 1. Bruce Power Assignments Outside of Ontario

If the assignment is greater than one year, the surplus employee will be entitled to a 24-week search/notice period or the remainder of his/her search/notice period whichever is greater, upon return. If the assignment is less than one year, the search/notice period will continue unless the employee is not available to search for a new position in which case the search/notice period will be suspended. (See also Article 6 "Employees on Temporary Out-of-Province Assignments".)

##### 2. Secondments

If the term of the secondment is defined, then the surplus employee is given the same treatment as described for out-of-province assignments. If the term of the secondment is undefined, then the employee is considered placed.

##### 3. Pregnancy and Paid Parental Leave

- The search/notice period is suspended when the employee commences the leave. It continues when the employee returns to work.
- The rights associated with being declared surplus do not cease during the leave.

##### 4. Other Leaves (e.g., Unpaid Parental Leave, Educational Leave etc.)

The search/notice period and any associated rights are suspended.

##### 5. Rotations/Temporary Assignments

Normally, surplus employees are expected to continue their job search and be available for placement. However, if the nature of the rotation/ temporary assignment is such that the surplus employee is precluded from reasonably participating in the job search, the search/notice period shall be suspended for the duration of the assignment. Such decisions should be made at the outset of the rotation/temporary assignment.

## **6. WCB/LTD/Long Term Sick Leave**

The Joint Redeployment and Planning Team will examine each case on its own merits and in the context of the intent of this Subsection.

### **64.7.2 Acceptance/Rejection of Job Offers**

**64.7.2.1 A surplus employee will have up to 7 calendar days to accept or refuse an offer of a position.**

#### **64.7.2.2 Assessment of Suitability**

If there is more than one applicant for a vacancy within the Society's jurisdiction, the applicants will be considered in the priority set out in Subsection 65.6.3.

Within each category the most suitable candidate will be selected.

#### **64.7.2.3 Right of Refusal - 24-Week Basic Search Period**

A surplus employee may refuse any offer of employment without penalty.

#### **64.7.2.4 Right of Refusal - Service-Based Search Notice Period**

If the surplus employee refuses a job offer that is within 2 salary grades lower, he/she will either:

- Terminate employment with severance pay;
- or
- Challenge that the offer is not a reasonable one. If the challenge succeeds, the surplus employee will continue on the job search period. If the challenge fails, the surplus employee will accept the offer or be terminated with 50% severance pay.

### **64.7.3 Reasonable Offer Challenge Process**

A Joint Reasonable Offer Team (JROT) will be established for each Unit of Application established under this Article.

This team will resolve employees' appeals arising from offers made during the mix and match process. Offers made subsequent to the final report of the JRPT process shall be subject only to the grievance/ arbitration and not to the JROT process.

The team will meet and make a decision within three (3) working days of receipt of the appeal. The decision will become part of the JRPT final report recommendation.

It will take into consideration items such as job level, geographical location, responsibilities, status, health, family, legal precedents, community standards and past practices.

The team will be made up of two employees representing Bruce Power and two employees representing the Society. The members of the team must be different than

those on the Joint Redeployment and Planning Team. The team's membership composition should avoid conflict of interest.

The surplus employee is responsible for presenting his or her own case.

#### **64.7.4 Legal Notice of Termination of Employment**

It is agreed that the basic search/notice period and the service based search/notice period are sufficient and full notice as per the requirements of the relevant legislation. This Article is the Adjustment Plan as required under the Ontario Labour Relations Act and meets the requirements of the Canada Labour Code, Part III, Division IX, Group Termination, for federally regulated employees.

#### **64.8 Compensation**

##### **64.8.1 Salary Maintenance**

**64.8.1.1** The surplus employee's base rate of pay will be maintained, including economic increases and special allowances in the case of TMS staff (refer to Article 30), until placement or termination.

**64.8.1.2** If the surplus employee accepts a position at the same salary level, salary maintenance will continue as in Clause 64.8.1.1 subject to later performance reviews. Entitlement to special allowances for TMS staff will reflect the conditions of the new position.

**64.8.1.3** If a surplus employee accepts placement in a lower rated position his/her current base salary dollars will be frozen until the employee's current pay entitlement as determined from the salary grade and performance standing exceeds the frozen level. This salary treatment must be conveyed in writing when the offer is made.

##### **Exception:**

A surplus employee who is within three years of eligibility for an undiscounted pension will be entitled to any negotiated economic increases for the period of time prior to qualifying for the undiscounted pension. In the event that the employee does not retire upon qualifying for an undiscounted pension, his/her base salary dollars will be frozen at that time. (This would include any economic increases occurring during the period of time prior to qualifying for an undiscounted pension.) At this point, the normal salary maintenance provisions will apply.

**64.8.1.4** Premiums will be calculated on the basis of the performance standing assessed for the lateral or lower rated job.

##### **64.8.2 Reduction in Hours of Work**

(Applicable to Employees paid from Salary Schedules with base 35-hour work week)

##### **64.8.2.1 Principles**

- Pay should reflect hours worked.
- Pay should reflect the job performed.

**64.8.2.2** Where employees move to positions where the normal weekly hours are less than in their former positions, the following will apply:

- 1.** The Society and Bruce Power will attempt to reach a local agreement on a transition which would allow the affected employees to work additional hours above the 35 hour base for an extended period of time with staged reductions.
- 2.** Local agreements will continue to apply to the affected employees without change (e.g., ENCON, TOB).

**64.8.2.3** Failing agreement in accordance with Clause 64.8.2.2, the following treatment will apply:

The employee's working hours and salary will be frozen for a six-month period at which point they will be reduced on a pro-rated basis by 2.5 hours. They will be further reduced by increments of 2.5 hours every six months thereafter until such time as the hours of work are the same as that of the new position.

## **64.9 Severance, Lump-Sum Payments and Voluntary Resignation**

### **64.9.1 Severance**

Severance pay for the purpose of this Article will be calculated, for employees with less than 20 years' service, at a rate of 2 weeks for each year of service at the termination of employment date. Employees with a minimum of 20 years of service shall receive severance pay of 3 weeks per year of service at the termination of employment date to a maximum of 78 weeks. It will be calculated at the weekly rate for base hours of work for the full-time position (refer to Section 71.2) to the nearest whole month (30 days). Credit will be given on a prorated basis for any service which exceeds a whole year to the nearest whole month (30 days). The relativity allowances paid to TMS staff will be treated as base salary in the calculation of severance for TMS staff.

Severance pay is paid only when employment has terminated.

Persons receiving severance pay will not be considered employees for the purpose of any benefit, service accumulation nor for any other purpose from the day of termination except for recall as per Section 64.12.

The maximum amount of severance is 78 weeks.

### **64.9.2 Lump Sum Payments and Voluntary Resignation**

Surplus employees are entitled to voluntarily resign their employment rather than proceed with redeployment.

Surplus employees will be entitled to the residual search/notice period and severance entitlement in the form of a lump sum payment in lieu of their continued rights in accordance with the following:

- 1.** Voluntary Termination During the Basic Search Notice Period

One hundred percent (100%) of any unused portion of their basic search notice period plus 50% of their service based search notice period plus 100% of their severance pay entitlement.

**2. Voluntary Termination During Service-Based Search Notice Period**

50% of the unused portion of the service based search notice period plus 100% of their severance pay entitlement.

Reduced hours employees will be entitled to lump sum payments which reflect pay for Normal Scheduled Reduced Hours (See Section 71.2).

**64.9.2.1 Previous Severance and Lump Sum Payment**

Surplus employees who have received a payment under Subsection or Clause 64.7.2.4 "Right of Refusal - Service Based Search Notice Period", 64.9 "Severance Lump Sum Payments and Voluntary Resignation", Section 64.10 "Purchased Services", or the predecessor Agreement "S3", will have their severance calculated on the basis of continuous service since the last time severance was paid.

**64.10 Purchased Services**

**64.10.1 Employees who are surplus as a result of purchased services will have the following additional entitlements:**

1. If the surplus employee voluntarily terminates his or her employment prior to the end of the basic search/notice period, he/she will be entitled to 100% of the unused portion of the basic search/notice plus 75% of their service based search/notice period plus 100% severance pay.
2. If the employee is placed into a lower-rated position, then he/she will be entitled to one additional economic increase at his/her former rate prior to having the rate frozen.
3. The employee may be allowed to bid on the work being considered as a purchased service subject to the following conditions:
  - There be no preference for the bid.
  - If the surplus employee is the successful bidder, his/her employment will automatically terminate and he/she will receive severance pay.
  - The surplus employee will be entitled to the equivalent of two weeks' salary if he/she is the successful bidder to assist in setting up his/her business.

Note: (c) will only form part of this Article if in Bruce Power's opinion it is feasible.

4. The surplus employee will be entitled to enhanced outplacement services equivalent to one week's salary guaranteed plus two additional weeks' salary at Bruce Power's discretion.

**64.10.2** Prior to the involuntary termination of surplus employee(s) under this Article and where there are purchased services operating within the Unit of Application, Bruce Power will review the purchased services contract with a view to determining if it would be a sound business decision to terminate the purchased services contract(s) based on consideration of such factors as the cancellation charges in the contract and the cost of the layoff.

**64.11** Termination of Employment

If a surplus employee is not placed by the end of the service based search period, he/she will be terminated with a severance pay entitlement as per Subsection 64.9.1 "Severance".

Throughout this Article, wherever surplus employees eligible to retire terminate their employment voluntarily or involuntarily, such employees will be entitled to full retirement benefits in addition to full entitlements under this Article.

**64.12** Recall Rights

Surplus employees whose employment is about to terminate because their search/notice period has expired are entitled to the following:

1. A terminating surplus employee will be eligible for either:
  - A weekly paid severance payment with entitlements to recall;
  - or
  - A lump sum severance payment with no right to recall.
2. Terminated surplus employees will be eligible for recall rights for 12 months from the date of their termination.
3. Former surplus employees with recall rights will be considered for vacancies in the bargaining unit as per Article 65.6.3 (f), Paragraph 2, including their right to grieve non-selection (refer to Subsection 65.6.3).
4. Weekly severance payments will cease in the event a terminated former surplus employee is rehired.
5. Severance pay received prior to recall will be subtracted from any future severance pay entitlements under this Article.
6. Persons on recall are not employees and shall not be entitled to any benefits provided to employees except recall rights as noted above.
7. Notwithstanding clause (f) above, persons on recall shall be provided with coverage under the Bruce Power Health and Dental Plan from the date the right of recall commences for a period of 6 months or until the commencement of alternative employment whichever comes first.

## **64.13 Relocation and Housing Assistance**

**64.13.1 Bruce Power will restructure the cost of relocation so it mitigates the disincentive in the redeployment of surplus staff.**

**64.13.2 A surplus employee in a community where Bruce Power's presence influences the housing market, e.g., Port Elgin, etc. may avail himself/herself of the House Evaluation and Guarantee Plan in accordance with the Bruce Power policy.**

## **65.0 VACANCIES (RELIEF, ROTATIONS AND SELECTIONS)**

### **65.1 Intent**

To provide open, fair access to career opportunities and enable **Bruce Power** to optimize staffing requirements over time.

### **65.2 Definitions**

“Relief/Rotations” assignments are short assignments where an individual is assigned duties outside their normal job duties.

“Relief” assignments will mean short-term assignments (normally up to 3 months) where an individual is appointed to act temporarily in an ongoing position or which is expected to become an ongoing position. In some cases, the individual may not be required to perform all of the duties and responsibilities of the position.

“Rotations” will mean assignments normally greater than 3 months but not exceeding 2 years in duration in positions which are not expected to be ongoing.

### **65.3 Advance Planning**

Prior to filling the work assignment, Management will meet with the local Society representative to discuss the nature of the requirement (e.g., relief, rotation, **vacancy**) its expected duration, the selection process and whether there is an expectation that the work assignment will result in an ongoing position.

### **65.4 Relief**

**65.4.1** Relief is used to cover (a) short-term absences for vacation, sickness, relief absences, etc., (b) short-term bridging periods for selection or rotation, and (c) short-term emergency situations.

**65.4.2** The process for selecting the employee to fill the relief assignment should be easy and quick and provide a fair opportunity to employees in the work unit to perform relief.



- 65.4.3 If there is mutual agreement between The Society Unit Director and Management prior to the beginning of the relief assignment, the relief assignment and the incumbent(s) can run for a period of up to one year. In the absence of mutual agreement, the relief assignment is limited to 90 days.
- 65.4.4 Relief assignments will not be used continuously to avoid advertising either a rotation or an ongoing position.
- 65.4.5 Pay treatment while on relief will be in accordance with Article 66.

## 65.5 Rotations Within the Bargaining Unit

(This Article does not apply to rotations outside the unit.)

Rotations are used to accomplish work for situations that occur between short-term relief and ongoing positions. At the completion of the rotation, the employee will return to his/her original position or a comparable position normally within the sending unit, except in the circumstances where the employee is surplus (see Article 64).

### 65.5.1 Principles

Job rotations serve many purposes such as:

- a) To provide development opportunities to employees consistent with their career objectives.
- b) To allow Management to meet temporary work programs and work load requirements.
- c) To manage work performance or to test skills and capabilities where it is believed that an employee's skills and capabilities may be better utilized in another position.
- d) To broaden the experience of employees so that they may better perform their regular jobs.
- e) To provide employees with the opportunity to develop new skills for career advancement or to enhance career options in the case of anticipated redeployment or technological change which could result in skill redundancy or obsolescence.
- f) To meet **Bruce Power's** employment equity objectives.
- g) To provide Management with flexibility in resourcing regular positions as a result of employees being provided rotational opportunities and temporary relief assignments.

- 65.5.2 Rotations which are expected to last six (6) months or longer in duration will be posted unless there is agreement with The Society. The scope of the posting will be determined by the receiving unit and may be within the Department, Division/Business Unit or **Bruce Power-wide**.

Unless there is mutual agreement, the rotation will not continue beyond two years except where the position is formally identified as an ongoing training position.

A job rotation posting should include basic information such as the position name and location, salary level, a description of required duties, starting date and proposed duration of the rotation.

- 65.5.3 The optimal selection process is one in which the employee's interest in the job rotation opportunity, the sending unit's ability to release the employee and the receiving unit's interest in the employee coincide. Rotations will be voluntary.

The selection process should include the use of formal selection criteria and interviews will be the responsibility of the receiving unit.

- 65.5.4 Employees selected for rotation will be provided with a letter in advance of the rotation stating the nature, terms and conditions of the assignment, including rotation duration and details of the performance appraisal process. These terms and conditions should be mutually acceptable.

- 65.5.5 An employee, other than those who are surplus, who accepts a job rotation will be given a guarantee by the sending unit that he/she can return to his/her original position, if available, or to a comparable position normally with the sending unit.

- 65.5.6 Terms and working conditions while on a job rotation will comply with all applicable Articles in the Collective Agreement concerning pay treatment, overtime, performance pay plan and appraisal process, moving expenses, travel expenses and related **Bruce Power** policies.

- 65.5.7 Employees should not be restricted from applying to advertised vacancies or from being subsequently released from the rotational assignment if selected where the employee is surplus or the vacancy represents a promotion.

- 65.5.8 Performance feedback is an essential ingredient in any rotational assignment and should be provided during and upon completion of the rotation. A rotation should not normally have a negative effect on an employee's performance pay standing.

## **65.6 Selections for Assignments Other Than Relief or Rotations (i.e., "Vacancies")**

- 65.6.1 All vacancies for assignments which do not fall into the category of relief or rotations shall be advertised **Bruce Power**-wide unless there is Agreement with The Society Unit Director or the following conditions apply:

- a) During implementation of Article 64.
- b) Laterals or demotions in the case of sickness; employees with disabilities or special needs; employees returning from rotations, LTD, leaves of absence, foreign assignments, secondments/assignments outside **Bruce Power**.
- c) Performance management that takes place following consultation with The Society.
- d) Ongoing exceptions in specified organizational units where there has been joint agreement of the **JWP**.

- e) "Promotions" within a promotion-in-place plan or a proposal which has the joint agreement of the **JWP** in accordance with Subsection 33.3.1. Vacancies for positions in a promotion-in-place plan will be advertised in a manner which informs employees that the position is included in a promotion-in-place plan and that where the best candidate does not satisfy the qualifications or experience required for the end position the employee may be offered the position at a lower rate and be promoted in place.

Employees in categories (a) to (e) in Subsection 65.6.3 will be considered at all levels of the PIP prior to those employees in categories (f) to (h) and subject to unit viability. Unit viability which would alter this consideration will be discussed in advance of advertising the PIP.

Exceptions to provide for the advertising of the position at a lower rate than the end position will be permitted by joint agreement between The Society Unit Director and the Business Unit Leader based upon a balanced consideration of:

- Future work planning needs.
- Providing developmental opportunities for lower-rated staff outside of the promotion-in-place plan.
- Current work requirements.
- Unit viability and the need to have sufficient number of staff in the end positions.

In such cases, the vacancy notice will state that the position is part of a PIP Plan and surplus employees will be considered for placement at a lateral level.

- f) A regular position currently held by an employee where a job review has resulted in a change in salary schedule and/or salary grade.
- g) To fill vacancies with the same occupation code within six (6) months of the ongoing posting, in which case Management may select from the previous list of candidates, after checking that surplus employees have not become available for consideration since the vacancy was last advertised.
- h) To meet legislative requirements.

#### 65.6.2 All applications which represent a promotion must be processed.

When an application to an advertised vacancy represents a lateral or demotion to a non-surplus employee, the following will apply:

- a) Applications from employees with less than one year's service in their current position will be processed and considered if the employee's supervisor agrees.
- b) Applications from employees with one to three years' service in their current position will be processed and considered if, in the opinion of the current supervisor and the hiring supervisor, the move on balance would be in the best interest of **Bruce Power** and the employee.

- c) Applications from employees with over three years' service in their current position will normally be processed and considered unless the move would seriously jeopardize the viability of the work unit.

**Under a), b) and c) above, if the decision is made by the Company not to process the application, the Society Unit Director will be notified.**

### **65.6.3 Selection Priority for Vacancies**

If there is more than one applicant for a vacancy within The Society's jurisdiction, the applicants will be considered in the priority set out below:

- a) Surplus Society-represented employees who have elected the priority consideration option in Subsection 64.6.4.1 (Significant Inequity).
- b) Surplus Society-represented applicants for whom the vacancy represents a lateral or demotion including surplus trainees applying for MP2 or equivalent or lower rated positions on Schedules 01 and 02 who have progressed to at least Step 5 and who were mixed and matched with Schedule 01 and 02 employees.
- c) Surplus employees paid from Salary Schedules 04 who were not mixed and matched with Schedule 01 and 02 employees and who have greater seniority than Surplus Applicants on Salary Schedules 01 and 02 will have priority consideration for MP2 and equivalent or lower rated vacancies before the applications from all other individuals other than those in (a) and (b) above.
- d) Surplus applicants from positions in the business organization corresponding to The Society's bargaining unit that are excluded from The Society (i.e., Management Function) and for whom the vacancy represents a lateral or demotion.
- e) Society-represented employees and Management Function applicants from a business unit that has invoked Article 64 and a JRPT has not completed its mix and match for whom the vacancy represents a lateral or demotion.
- f) Selection on a "best qualified" applicant basis from among regular Society-represented applicants, regular Management Function applicants, and applicants with recall rights under Article 64, who are from the business organization corresponding to The Society's **Bruce Power** bargaining unit.

Selection is at this priority when both a Society-represented applicant and the vacancy are in the **Bruce Power**-wide Unit of Application for construction staff pursuant to LOU #14.

- g) Selection on a "best qualified" applicant basis from among regular Society-represented applicants and regular Management Function applicants from the business organization corresponding to another Society **Bruce Power** bargaining unit, and all other regular applicants from **Bruce Power**.
- h) Selection on a "best qualified" applicant basis from among temporary employee applicants with **Bruce Power**.
- i) External to **Bruce Power**.

Assessment of the suitability of a surplus employee for a lateral or lower level placement opportunity will include education, experience, personal contribution factors and potential for training to perform the job requirements within a reasonable period of time (e.g., up to six (6) months). A surplus employee who is placed and who requires additional training to perform the job requirements with assistance to obtain the necessary training and development to perform the new job requirements. **Bruce Power** will restructure the cost of retraining so it mitigates the disincentive in the redeployment of surplus staff.

A determination that none of the applicants in category (a) is qualified or qualifiable with a reasonable period of time is required before considering the applicants from the next category. The same is true with respect to categories (b), (c), (d), and (e).

See Subsection 65.6.1 for priority consideration of applicants to promotion in place plan vacancies.

**Bruce Power** agrees to grant priority to Society-represented employees in the business organization corresponding to The Society's bargaining unit who are surplus and to those who fall within Subsection 65.6.3(e) who apply for positions excluded from all union jurisdictions and for whom the vacancy represents a lateral or demotion, after the consideration of surplus applicants in the business organization corresponding to The Society's bargaining unit who are excluded from all unions for whom the vacancy represents a lateral or demotion and prior to consideration of all other applicants.

- 65.6.4 In determining who is the best qualified candidate for positions, in each category of Subsection 65.6.3, the primary basis for the selection of employees is their assessed capability to perform the necessary work. The selection criteria would normally include but not be limited to the following:
- a) Requirements including skill, knowledge, education, experience, transferable/generic skills such as analytical skills, communications skills, project management skills, consulting skills, self-management skills, accountability, responsibility, etc.
  - b) The candidate's past track record and what she/he brings to the position.
  - c) The candidate's potential to develop competence for more senior positions.
  - d) The need to meet legislative requirements.
  - e) The need to balance the overall requirements of the work unit.
- 65.6.5 Employee selection measures which are used as aids in selection decisions shall be job related and be used in a manner that is fair and equitable to the individuals being assessed. Individuals will be entitled to prior knowledge of the selection criteria and be entitled to information with respect to their performance in the selection process upon request.
- 65.6.6 Some flexibility should be exercised in accepting late applications to advertised vacancies after the closing date in order to permit employees a fair opportunity to continue employment yet still allowing the Business Unit to resource expeditiously.

Where the closing date is FIRM, it must be stated clearly in the vacancy posting that late applications will not be considered.

- a) Surplus and non-surplus employees are normally expected to have made application to a vacancy by the closing date.
- b) It is recognized that in some instances, there will be applications filed after the official closing date. In these cases, unless the closing date is FIRM, late applications must be filed with the advertising location NOT later than the date that the “short list” of applicants is finalized for formal consideration.
- The term “Short List” refers to the first list of applicants who Management plans to interview for a vacancy.
- c) Employees who have applied for vacancies and are later declared surplus have until the “short list” date to notify the advertising location of the change in their status.

65.6.7 Applicants to advertised vacancies are to be advised of the status of the vacancy (and of their applications) within a reasonable period of time for each successive step they qualify for.

65.6.8 When outstanding vacancies remain unfilled for longer than six months, employees in the work unit concerned should be advised of the reason for not filling such vacancies.

65.6.9 All positions on salary schedules 01, 02, 04, 05, 11, 12, and 15, which are excluded under the Recognition Clause and first-level ESR vacancies including rotational opportunities expected to last longer than six months will be posted on appropriate bulletin boards (and through electronic means where possible).

65.6.10 Release of Employees Selected to a Vacancy

Intent:

- a) **Bruce Power** will strive to facilitate the expeditious release of employees who are selected to a vacancy.
- b) Normally, employees should be released within 90 days of the vacancy selection, **and in any event, the employee shall receive his or her new rate of pay from the earliest of either the day he or she commences work in the new position or thirty (30) days following the date he or she has accepted the offer.** In the event that a release date greater than 90 days appears likely, Management will discuss the reasons for the delay and a release date with The Society.

**65.7 Lateral Application Blocking**

If blocking is implemented, the Society Unit Director will be notified.

**66.0 SALARY TREATMENT FOR PROMOTIONS, TEMPORARY ASSIGNMENTS, LATERAL TRANSFERS AND DEMOTIONS**

**66.1 Definitions**

“Promotion”:

This occurs when an employee is appointed to a position in which the demands and responsibilities are greater than in the employee's current job and the position is a minimum of one salary grade higher than the employee's current job if rated on the same salary schedule or the equivalent of one salary grade higher if rated on a different salary schedule.

“Higher-Rated” Job:

A job paid from:

- a) The same salary schedule and is a minimum of one salary grade higher than the employee's current job; or
- b) A different salary schedule in which the salary level is greater than in the employee's current job, measured by salary grade reference points (100%), except when moving between 01 and 11, 02 and 12, or 05 and 15.

“Lateral Transfer”:

This occurs when an employee is appointed to a job paid from:

- a) The same salary schedule and is the same salary grade as the employee's current job; or
- b) A different salary schedule in which the salary level is equivalent to the employee's current job, measured by salary grade reference points (100%) including when moving between 01 and 11, 02 and 12, or 05 and 15.

“Demotion”:

This occurs when an employee is appointed to a position in which the demands and responsibilities are less than in the employee's current job and the job is a minimum of one salary grade lower than the employee's current job if rated on the same salary schedule or the equivalent of one salary grade lower if rated on a different salary schedule.

## **66.2 Promotion**

66.2.1 It is normally expected that an employee will receive a salary increase upon promotion to compensate for the greater demands and responsibilities of the new, or revised job.

66.2.2 A promoted employee will be placed at the performance standing which reflects a reasonable expectation of his/her performance in the new or revised job.

66.2.3 Any salary increase received by an employee upon promotion should not be less than any approved, but not yet implemented, performance pay recommendation.

## **66.3 Reclassification as a Result of a Job Re-evaluation**

66.3.1 Reclassification may occur under several circumstances:

- a) When the salary grade for a job increases with no change in the employee's actual job duties/responsibilities.

- b) When the employee has been and will continue to perform additional job duties/responsibilities.
- c) When additional job duties/responsibilities are to be added to the job.
- d) **When a job reclassification results in an increase of hours, an employee's pay will increase on a prorated basis to reflect the increase in the employee's hourly rate with the new hours.**

Reclassification as a result of (a) or (b) above will result in the employee being placed in the same performance standing in the higher salary grade.

Reclassification as a result of (c) above will be considered as a promotion. However, at the next performance appraisal the employee will be eligible to be placed in the same performance standing as before the reclassification.

66.3.2 Short-term increases in the employee's actual job duties/responsibilities do not require reclassification but may be subject to the relief provisions of this Collective Agreement.

66.3.3 Retroactive payments, if any, that result from reclassification either because of a Management or employee-initiated job review will be limited to a maximum of one year prior to the date of the job review request. The employee must have performed the relevant duties and responsibilities which resulted in the reclassification during this period in order to qualify for retroactivity.

66.3.4 Retroactivity which results from a reclassification decision will be paid within 60 calendar days of the final decision on the rating.

#### **66.4 Temporary Assignment in a Higher-Rated Job**

66.4.1 After fifteen (15) cumulative working days performing in a higher-rated job during a calendar year, an employee (other than an OSS) shall receive:

- a) A minimum of a 3% salary increase when assigned to work in a position one or two grades higher than the employee's normal job.
- b) A minimum of a 5% salary increase when assigned to work in a position more than two grades higher than the employee's normal job.

To be eligible for these payments:

- a) The position must be filled to satisfy operating requirements; and
- b) The employee must perform all or most of the normal job duties of the position as expected during the course of the assignment.

Where a temporary assignment to a higher-rated position is discretionary and optional for the employee, pay treatment is also discretionary. Discretionary means that the temporary assignment is not required to be filled to satisfy operating requirements, in the opinion of **Bruce Power**, and represents a developmental opportunity.



66.4.2 Office Services Supervisors (OSS) who supervise trades will receive a salary increase after five (5) consecutive days when temporarily relieving in a higher-rated position or after 10 cumulative working days. Where such increases occur, they will be paid retroactive to the first day of relief. The amount of increase should reflect the increase in job demands and responsibilities.

#### **66.5 Lateral Transfer**

Normally, an employee who is appointed to a lateral position should receive no increase in current pay.

#### **66.6 Demotions**

An employee who voluntarily accepts placement in a lower rated position will have his/her current base salary dollars frozen until the employee's current pay entitlement as determined by the salary grade and performance standing exceeds the frozen level. An employee may apply to The Society in advance of submitting a job application and/or acceptance of a job offer for an exemption from this provision. Exceptions that occur as a result of performance management (Clause 65.6.1 (c)) require advance consultation with The Society.

### **67.0 PURCHASED SERVICES AGREEMENT (PSA)**

#### **67.1 Scope**

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

What follows is based upon the belief that there is value and benefit to the employee, the Company and the customer if:

- There is a greater involvement and therefore responsibility by employees in all aspects of the decision making process.
- There is an improved understanding as to why purchased services are used.
- Employment security and career opportunities are enhanced by a productive, healthy and cost effective organization.
- We collectively strive for excellence by continuously improving whatever we do and by fully utilizing the capabilities of all employees.
- The Society and Management work together and act responsibly balancing the interests of the customer, the Company and the employee in decisions relating to the use of purchased services.

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

## 67.2 Assignment of Work

### 67.2.1 Philosophy

It is the Company's intent to use Society represented staff to perform most of its work where they are able to perform it well and effectively. Furthermore, the Company will strive to provide regular staff with stability of employment.

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

### 67.2.2 Principles

The following principles apply to the relationship between the Company and The Society with respect to the work performed by Society represented staff.

- a) We will within **Bruce Power** have all work conducted as effectively as possible.
- b) We will measure the effectiveness of all work by its impact on staff, on the business, on the environment and by its ultimate impact on our customers.
- c) We will do most work with Society represented employees if they can perform it well and effectively.
- d) We will determine when work is to be done by non-Society represented staff through a joint decision making process and the results of these decisions will be a joint responsibility.
- e) We will use the enhanced surplus staff agreement for employees who are surplus as a result of contracting the work they normally would have performed.
- f) We will use a team and consensus approach when making decisions and any issues arising will be resolved internally, where possible.
- g) We will consult and make timely decisions consistent with the need to get work done.
- h) We will develop, implement and continue a joint process of communications and education.
- i) We will achieve consistency through the use of these principles versus policy and procedure.

## 67.3 Decision Process

### 67.3.1 Responsibility for Decisions

The persons who are responsible for applying the decision process, including making timely decisions and taking responsibility for them are the Company representative with the appropriate decision authority and The Society representative designated by The Society. It is recognized that a given decision may require the involvement of more than these two persons.

### **67.3.2 Opportunity**

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

### **67.3.3 Definition of Need**

The parties will consider what work must be done and why and include such dimensions as:

- When it must commence and the duration of the work.
- The quantity of resources required.
- The quality of the results.
- The skills required and their availability internally and externally.
- Safety requirements.

### **67.3.4 Alternatives**

The parties will consider such alternatives as:

- Do the work internally;
- Do the work internally and plan to do it externally in future;
- Do part of the work internally and part externally;
- Do the work externally and agree to acquire capability to do the work internally in future; or
- Do the work externally.

### **67.3.5 Evaluation**

The parties will evaluate the alternatives considering the impact on the customer, employees and the business. The total effectiveness of the alternatives will be evaluated considering both the short and long-term impacts. In given situations, certain criteria may be given a greater or lesser degree of importance. Such criteria as:

- Reliability of service to the customer.
- Responsiveness to customers.
- Community impact.
- Corporate relations impact.
- External stakeholder interests.
- Employment continuity.
- Career opportunities.
- Ability to perform work.
- Degree of overtime required for the work.
- Availability of resources.
- Cost.
- Timeliness.
- Quality.
- Need for control over results.
- Safety.
- Impact on environment.

will be assessed.

- 67.3.6 Decisions to use purchased services will be made on a consensus basis. Both parties must consider all the relevant criteria with the mutual goal of selecting the most effective option. When appropriate, consideration should be given to developing implementation plans.

The parties agree that disputes arising out of this process must be resolved internally, where possible. Where the parties cannot reach agreement, the parties will apply the dispute resolution process set out in 67.4.

## **67.4 Dispute Resolution Process**

### **67.4.1 Joint Resolution Committee (JRC)**

The purpose of this Joint Committee is to resolve disagreements or disputes between the parties on a consensus basis in a timely and expeditious manner. In its deliberations, the JRC will consider the factors in items 67.1, 67.2 and 67.3.

Prior to a meeting of the JRC, the Company will provide The Society with the following information related to the proposed purchased service.

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

### **67.4.2 Membership**

The membership of the JRC shall be as follows:

- a) William Kaplan shall act as Chairperson of the JRC and as a facilitator/arbitrator. The Chairperson shall assist the parties to resolve all issues of application and interpretation of this Article with the power and authority of an arbitrator under the Ontario Labour Relations Act but not subject to the Arbitrators' Act.
- b) One Management and one Society representative plus additional resources as required.
- c) In the event of the parties not being able to reach a consensus decision the facilitator/arbitrator will have the power to make decisions and will have the authority to make such orders as he/she deems appropriate to give full affect to his/her decision(s) and to deal with any consequences his/her decision(s) might have in the workplace.
- d) Where either party wishes to proceed with a Purchased Services discussion, the parties will endeavour to complete discussion within 10 days of notice to The Society in the prescribed form and that full resolution, including review by the JRC, will occur within 30 days of notification.

- e) Where the Company proceeds unilaterally on the basis that an emergency exists, The Society may request that the JRC and/or the facilitator/arbitrator review the matter, provided that a request for review is made within 3 days of receipt of the information as per 67.4.1 above. If the facilitator/arbitrator determines that an emergency did not exist he/she may impose such remedy as may be appropriate in the circumstances.
- f) The Society will not be prejudiced in any subsequent case by a particular purchase of services. Similarly, the Company will not be prejudiced by any decision not to purchase services.

67.4.3 It is understood that emergencies are in a different category. In the case of an emergency, the joint decision provisions of this Article need not be applied. The Company will notify The Society as soon as it has determined that an emergency exists and that it will proceed unilaterally. The JRC and/or the facilitator/arbitrator may review the decisions made by the Company that an emergency existed.

## 67.5 Structure

### 67.5.1 Joint Working Party (JWP)

The **JWP** has overall responsibility for this Article and its success. It is responsible for ensuring that the Article is implemented and applied in a manner which is consistent with the philosophy and principles outlined in Sections 67.2.1 and 67.2.2. It will conduct a periodic assessment and evaluation of this Article and determine the need for any improvements and changes. The committee will strive for continuous improvement of the process contained herein.

### 67.5.2 Joint Purchased Services Team

The Joint Purchased Services Team will assist the **JWP** in achieving its mandate relative to the use of purchased services. It will be responsible for developing and delivering training and awareness programs and ongoing measurement of the process and results.

## 67.6 Application

67.6.1 The parties will jointly develop implementation plans for approval by the senior management of the Company and The Society. These implementation plans will include a plan for training employees involved in the decision process.

67.6.2 Where a service is obtained for a business organization corresponding to one **Bruce Power** bargaining unit from another business organization corresponding to another **Bruce Power** bargaining unit, or a business which has Society-represented employees who are providing the service, The Society will agree to waive the application of Article 67 (Purchased Services Agreement – PSA) provided that such purchased service does not directly result in a surplus of Society-represented staff in **Bruce Power**. Article 67 shall be applied in the service provider bargaining unit or business where the service provider wishes to purchase external services in order to provide service to another **Bruce Power** bargaining unit.

67.6.3 **Bruce Power** and The Society agree to consider waivers of Article 67 for those organizations, partnerships and service providers who will in the long term enhance **Bruce Power** competitiveness through cost reductions and productivity improvements.

## 68.0 HOURS OF WORK

- 68.1 The M&P Salary Schedule (01) applies to 35 hours of work per week, with regular scheduled hours between 35 and 39 hours per week paid on a prorated basis. Schedule 11 applies to 40 hours of work per week with an additional 2.5% for the 40<sup>th</sup> hour.
- 68.2 The FM&P Salary Schedule (02) applies to 35 hours of work per week, with regular scheduled hours between 35 and 39 hours per week paid on a prorated basis. Schedule 12 applies to 40 hours of work per week with an additional 2.5% for the 40<sup>th</sup> hour.
- 68.3 The OSS Salary Schedule (05) applies to 35 hours of work per week. Schedule 15 applies to 40 hours of work per week with an additional 2.5% for the 40<sup>th</sup> hour.
- 68.4 The M&P Development Schedule (04) applies to 35 hours of work per week.

## 68.5 Reduction of Hours of Work

Where Management reduces the standard hours of work for a position, the following will apply:

- a) The Society and **Bruce Power** will attempt to reach a local agreement in advance of the change on a transition which would allow the affected employees to work additional hours above the 35-hour base for an extended period of time with staged reductions.
- b) Failing agreement in accordance with (a), the following treatment will apply:
  - i) Where an employee is within 3 years of eligibility for an undiscounted pension, the employee's normal hours of work will not be reduced for 3 years, or until such time the employee is eligible for an undiscounted pension if earlier, and the employee will continue to receive economic pay adjustments. If the employee does not retire upon qualifying for an undiscounted pension, then their hours of work and base rate will be immediately reduced to the hours and rate of the position.
  - ii) For other employees than those in category (i), the employee's working hours and salary will be frozen for a six-month period at which point they will be reduced on a pro-rated basis by 2.5 hours. They will be further reduced by increments of 2.5 hours every six months thereafter until such time as the hours of work are the same as that of the new position.

## 68.6 Bruce Power will comply with legislative requirements regarding hours of work.

## 69.0 REDUCED BASE HOURS (40 HOUR WORKERS)

Effective December 28, 2000 increase salaries for 40-hour workers by 2.5%. This is now represented in Salary Schedules 11, 12 and 15.

**Note:** Control Room Shift Supervisors (CRSS) and Control Room Shift Operating Supervisors (CRSOS) are excluded from this Article and are covered by a separate Letter of Understanding dated **April 9, 2003 (Bruce Power LOU #8)**.

## **70.0 ALTERNATE HOURS OF WORK ARRANGEMENTS**

### **70.1 Principles**

- 70.1.1 That any alternative arrangements will positively affect our customers. That cost, quality, service and value are key to our success.
- 70.1.2 That work is best achieved when individuals manage their own time and accept the accountability and the responsibility for the results.
- 70.1.3 That processes for negotiating and establishing hours of work arrangements will be uniform across **Bruce Power**, and accessible to all. The processes will be designed to ensure equitable treatment. However the results of applying the processes may differ from location to location and unit to unit.
- 70.1.4 That decisions should be made at the most appropriate level that is closest to the work being done.
- 70.1.5 That individual concerns will be factored into group proposals and wherever possible, participation in changed hours of work will be on a voluntary basis.

### **70.2 Application**

The procedure described in this Article applies to all forms of alternate hours of work arrangements.

### **70.3 Definitions**

“STANDARD HOURS OF WORK” are to be worked to provide coverage for the business hours. For people assigned to day work, the standard hours of work shall not begin before 7:00 a.m. nor end after 6:00 p.m. They are:

- For 35 hour/week staff - Monday through Friday, 7 hours per day.
- For 37.5 hour/week staff - Monday through Thursday, 8 hours/day and 5.5 hours on Friday.
- For 40 hour/week staff - 8 hours per day, Monday through Friday.

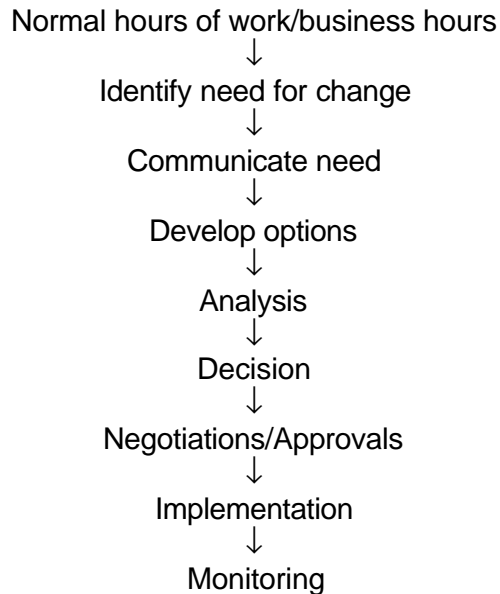
In the absence of any other agreed upon arrangements these are the hours which will be worked. In situations where there is need for 24-hour and/or 7-day/week coverage the hours of work will be a matter of local arrangement.

“NORMAL HOURS OF WORK” are either the standard hours of work or another arrangement as agreed upon using this process.

“STANDARD BUSINESS HOURS” are determined by the needs of the business and the customers.

“NORMAL BUSINESS HOURS” are either the standard business hours or another arrangement as agreed upon using this process. The normal business hours are just a variation on the standard business hours. They would normally arise from a change in customer needs.

#### FLOW CHART OF THE PROCESS



#### **70.4 Overtime**

Hours worked in excess of the normal hours of work will be considered to be overtime except where there has been agreement between the supervisor and the employee for the employee to work in excess of normal hours to make up time.

The pay treatment for Saturday and Sunday will form part of the Agreement which establishes the normal hours of work.

#### **70.5 Process**

##### **70.5.1 Identify Need for Change**

Identification of the desire for change can come from Management, an individual or a group. A request to change business hours would normally come from Management whereas a request to change working hours would normally come from an individual or group. Where a change to the hours of work for a group is being considered, The Society will be informed and involved in the discussions.

##### **70.5.2 Communicate Need for Change**

A request for a change should be communicated to the other party in order that deliberations can begin. Requests will be actively considered by the other party within a reasonable period of time. The process will be joint (Society and Management) and will use a collaborative approach in which the needs and interests of the parties are discussed in an open and honest manner and decisions are made by consensus.



### **70.5.3 Develop Options**

A list of options will be jointly developed and agreed upon. As a minimum, the following criteria will be considered when analyzing the options:

- customer needs
- business needs
- maximum/minimum number of hours that can be worked daily
- overtime/premium provisions
- employee needs
- health and safety considerations
- legal and contractual considerations

### **70.5.4 Analysis**

All options should be analyzed using appropriate tools and measures. The analysis should include a discussion of the options considered, their relative merits and the rationale for the recommendation.

### **70.5.5 Decision**

All decisions will be reached by consensus. If consensus is not achieved then the existing “normal” hours remain in effect.

Consensus means everyone can live with and publicly support the outcome.

### **70.5.6 Negotiations/Approvals**

Negotiations and/or approvals should occur at the appropriate level closest to the situation. The line Director will determine the appropriate level of Management approval and in all cases the Management approval must be outside of the bargaining unit. If necessary, Mid-Term Agreements will be established between Management and The Society to document normal hours of work or normal business hours.

All parties to negotiations under Article 70 should negotiate with the support of principals who will ultimately approve negotiated conditions.

### **70.5.7 Implementation**

Implementation will be on a trial basis initially for an agreed upon length of time and with appropriate cancellation provisions. Criteria for success/failure must be established.

### **70.5.8 Monitor**

The trial will be monitored and evaluated against the criteria. The accountable manager is responsible for monitoring the arrangement.

Following a successful trial period the hours (business hours of work) used in the trial period will become the new normal hours.

Monitoring of key indicators will continue to ensure that the arrangement remains viable.

In the event that the viability ceases to be realized, as determined by either party, the hours of work will revert to the previous “normal” hours unless the parties can jointly find another mutually acceptable alternative. When either party is making a determination about viability it must consider the previously established criteria for success/failure.

## **71.0 REDUCED HOURS OF WORK (RHOW) ARRANGEMENTS**

### **71.1 Principles**

71.1.1 Employees working RHOW are regular employees and have equal access to all **Bruce Power** policies and agreements (e.g., employment continuity).

71.1.2 The RHOW arrangement must be mutually beneficial and acceptable to both the employee(s) and to **Bruce Power**.

71.1.3 The benefit entitlement will be prorated, wherever possible and appropriate.

### **71.2 Definitions**

A “REDUCED HOURS OF WORK (RHOW) AGREEMENT” is a formal arrangement which individual employees can enter into with Management to perform work over a period of time by working less than the base hours for a full-time position. A RHOW agreement could apply to one individual or two or more in a job sharing arrangement.

“WORK UNIT” is an organizational grouping of employees and may be as small as a crew or as large as a Business Unit.

“BASE HOURS” are used to establish the rate for a full-time position; such as 35, 37.5, or 40 hours per week.

“NORMAL (SCHEDULED REDUCED) HOURS” are the agreed upon reduced hours of work, which are less than the base hours, and form the basis for prorating benefits.

### **71.3 Guidelines**

In determining if a RHOW arrangement is acceptable, the following factors will be considered:

Productivity levels will be maintained or improved. There should be identification of how this change will potentially affect the productivity of the work unit (including assumptions and rationale used to assess the impact), and identification of the proposed method for follow-up and measurement of productivity impact(s) resulting from the change.

The need to maintain staff capability on an ongoing basis is to be taken into account. Identification of the staff capabilities required by the work unit to maintain effective operations, and how the reduced hours of work arrangement will accommodate or improve this capability should occur.

The appropriate level of service to both external customers and internal customers/clients should be provided. There should be identification of the customers/clients of the work unit and the service provided by the work unit to these customers/clients, and anticipation of the impact of the reduced hours of work arrangement on the service provided.

Effective work flow among work units will be maintained. Other work units impacted by the change, and the anticipated impact of the reduced hours of work arrangement on the work flow among the work units should be identified.

Requirements for supervision must be taken into account. Potential issues relating to supervision (e.g., span of hours), and how the work unit plans to deal with these issues should be determined.

The change to reduced hours should be agreeable to both Management and the employee(s) involved. A written Reduced Hours of Work Agreement must be signed to confirm that this matter has been agreed upon by the parties involved.

#### **71.4 General Conditions - Reduced Hours Arrangements**

##### **71.4.1 Advertised Vacancies, Performance Pay, and Employment Continuity**

Employees who are on Reduced Hours are regular employees and will be treated accordingly. Therefore, they will be: (a) eligible to apply and be considered for advertised vacancies; (b) given annual performance reviews; (c) where applicable, participate in the Performance Pay process; and (d) have access to the Employment Continuity Article.

##### **71.4.2 Established Commencement Date (ECD)**

ECD will be manually adjusted at the beginning of each year, to reflect the normal (scheduled reduced) hours worked in the previous year while on Reduced Hours, or at such intervals as may be necessary, to reflect the equivalent full years worked. ECD will not be adjusted for sick leave purposes.

##### **71.4.3 Vacation Credit Date (VCD)**

The VCD will not be adjusted. It will reflect calendar years. This date affects vacation bonus entitlement for all eligible staff and includes all Hydro service regardless of breaks. It may be different from the ECD.

##### **71.4.4 Service Recognition Date (SRD)**

For recognition of 5, 15, 25, and 40 years of service with **Bruce Power**, the SRD will not be adjusted.

##### **71.4.5 Wages**

Reduced hours employees will be paid for normal (scheduled reduced) hours worked, based on the hourly rate for their base hours. Wages will be prorated based on the proportion of the normal (scheduled reduced) hours of work compared to the base hours of the work unit or the appropriate full-time position.

Example: Base Hours = 35 per week.

Base Salary = \$700.00 per week.

Normal (Scheduled Reduced) Hours = 21 per week.

Normal (Scheduled Reduced) Hours Salary =  $\$700.00 \times 21/35 = \$420.00$  per week.

## 71.4.6 Pension Plan

### 71.4.6.1 Pension Plan Membership

New employees working reduced hours must apply for membership in the Pension Plan after completing 24 months of continuous service, subject to the following conditions:

- Accumulated earnings, including overtime, must equal 35% of the Year's Maximum Pensionable Earnings (YMPE);  
and/or
- All accumulated hours, including overtime, must equal 700 (scheduled reduced) hours in each of the two previous calendar years.

### 71.4.6.2 Pension Plan Deductions

Once qualified as above, Pension Plan deductions for Regular Reduced Hours employees will be based on base earnings for the position and then pro-rated in proportion to the ratio of normal (scheduled reduced) hours to base hours.

Example:	Base rate (earnings)	\$45,000
	Base hours	35
	Normal hours	20
	YMPE for year	\$32,000

Calculate 4% of the base earnings up to the first \$32,000 ( $4/100 \times \$32,000 = \$1,280$ )

Calculate 6% of the portion of base earnings exceeding the first \$32,000 ( $\$45,000 - \$32,000 = \$12,800$ ) ( $6/100 \times \$12,800 = \$768$ )

Calculate proportional Pension Plan contributions ( $\$1,280 + \$768 = \$2,048$ ) ( $20/35 \times \$2,048 = \$1,170.29$ ).

Calendar service will be used to determine eligibility for retirement and death benefits (currently for pension purposes as Eligible Service or Continuous Employment).

Service credit to define the years of Pension Plan membership (years of membership in the Pension Plan) for pension calculation purposes (currently defined by the Effective Date on Pension and Insurance) is prorated. See pension calculation example below.

The Service Credit starts from the date of joining the Pension Plan.

Service for termination benefits is to be credited on a calendar basis starting with the date of hire and is not prorated.

### 71.4.6.3 Pension Calculation

The following is an example of how the pension of an employee in a Reduced Hours of Work arrangement would be calculated. Assume an employee has the following years of employment: 20 years full-time, followed by 5 years of 50% part-time, and then 10 years full-time.

For pension eligibility purposes the employee has 35 years' service, i.e., 20 + 5 + 10 to calculate the amount of pension to be received the part-time years are pro-rated.

$20 + 5/2 + 10 = 32.5$  years pensionable service

$30 + 5/2 \times 2\% = 65\%$  pension.

If the reduced hours years were the last five years, i.e., 30 years full-time + 5 last years at 50% part-time, the part-time earnings would be annualized as follows, assuming the part-time earnings are \$25,000 or 50% of the yearly rate of \$50,000 for the last three years of employment.

The calculation is as follows:

$(30 + 5/2) \times 2\% = 65\%$  pension  
annualized pension is  $\$50,000 \times 65\% = \$32,500/\text{year}$ .

### 71.4.7 Life Insurance

Coverage is dependent upon being a member of the Pension & Insurance Plan. The basic insurance (2 times salary) plus any additional term insurance will be prorated in accordance with the prorating of wages above.

### 71.4.8 Health and Dental Benefits

Employees will have the option of receiving full benefit coverage for semi-private hospital, extended health benefits, and/or dental benefits, by using payroll deduction to reimburse **Bruce Power** the cost consistent with the appropriate pro-ration. For example:

If an employee works 21 hours per week, he/she would be subsidized for 21/35 or 60% of the costs and he/she would pay the remaining 40%. If an employee chooses not to pay the remaining prorated percentage, there will be no coverage.

### 71.4.9 Sick Leave

Restoration of sick leave credits for days used will be in accordance with the Sick Leave Plan provisions.

Sick leave should accumulate at the regular times (January 1 or July 1). While ECD is adjusted for other purposes, sick leave accumulation and restoration dates should remain unchanged.

Annual sick leave credits will be prorated, based on normal hours worked.

*Example*

#### 100% Entitlement Accumulation

- Employee works 21 hours per week  $21/35 \times 8 \text{ days} = 4.8 \text{ days}$ , rounded to 5 days.

#### 75% Entitlement Accumulation

- Employee works 21 hours per week  $21/35 \times 15 = 9 \text{ days}$ .

Rounding should be to the nearest half day. Time Reporting for vacation, sickness, accident and overtime, etc. will be the same as for any other regular employee.

#### 71.4.10 Long Term Disability (LTD)

LTD is dependent upon being a member of the Pension & Insurance Plan and benefits will be based on the employee's normal (scheduled reduced) earnings, excluding overtime and allowances.

#### 71.4.11 Accident Insurance

Employees are eligible for 100% benefit.

#### 71.4.12 Statutory Holidays

Both the entitlement to statutory holidays and the payment for the statutory holidays will be prorated. The following table illustrates the entitlement:

Days Worked Per Week	Number of Days Entitled to Per Year
1	2
2	4
3	8
4	8 (9 for Federally-Regulated Employees)
5	10

The pay on a statutory holiday will be equal to the pay for the average daily hours of the RHOW employee. For example:

An employee works 4 days per week @ 5 hours per day. In accordance with the entitlement table above the employee is entitled to 8 statutory holidays per year. Payment for each statutory holiday will be for 5 hours since that is the average of the 4 days per week the employee works.

#### 71.4.13 Floating Holidays

These will be prorated in the same manner as statutory holidays, i.e., both the entitlement and the payment on the days will be prorated. For example, an employee who works 3 days per week and 7 hours on each day worked will receive:

$3/5 \times 3 \text{ days} = 1.8$  rounded to nearest half day = 2 days

The payment for each day will be for at 7 hours since that is the average hours per day the employee works.

#### **71.4.14 Vacation**

- A. Less than 1 year - 4% of accumulated wages.
- B. For one year, or more:

Vacation entitlement will be based on calendar years (i.e., VCD). The entitlement in any given year will be prorated based on the average number of days worked per week and the actual payment for those days will be based on the average number of hours worked per day.

##### *Example - (a)*

A regular full-time employee who commences RHOW on January 1 and who otherwise would be entitled to 20 days' vacation, contracts to work 3 days per week at 7 hours per day (21 hours per week), for the full vacation year, while the remainder of the work unit works 35. The vacation entitlement will then be:

$20 \times 3/5 = 12$  scheduled days off.

The payment on each of the 12 days would be for 7 hours pay since that is the average number of hours the employee works per day. Therefore the total pay will be 12 days @ 7 hours pay = 84 hours pay.

##### *Example (b)*

An employee who works 5 days per week but works only 4 hours per day.

$20 \times 5/5 = 20$  scheduled days off

The payment for each day would be for 4 hours since that is the average number of hours the employee works per day. Therefore the total pay will be 20 days x 4 hours pay = 80 hours pay.

#### **71.4.15 Overtime**

The normal lieu time provisions will apply. Overtime will be paid at appropriate rates for:

- Hours worked beyond the base full-time hours on a day (unless additional hours are part of the RHOW arrangement).
- Hours worked beyond the base full-time hours in a week.
- Hours worked on a Saturday, Sunday or statutory holiday that is not a normally scheduled day.

#### **71.4.16 Pregnancy/Parental Leave**

Employees will be eligible for pregnancy/parental benefits. Coverage will be based on normal (scheduled reduced) earnings and normal (scheduled reduced) hours.

#### **71.4.17 Unemployment Insurance Contributions**

This is based on gross earnings (which includes overtime premiums, shift differential, etc.).

#### **71.4.18 Canada Pension Plan (CPP)**

CPP contributions are based on gross earnings.

#### **71.4.19 Workers' Compensation Benefits**

Entitled to 90% of normal weekly net earnings, plus a supplementary grant (total is 100% of normal weekly net earnings).

#### **71.5 Termination of the RHOW Agreement**

The initial period of a RHOW arrangement will be considered to be a trial period. The length of the trial period is to be determined by the parties but will not normally be longer than 1 year. If problems are encountered during this period, the employee(s) and the supervisor will attempt to find a solution(s). In the event that these efforts are not successful the RHOW arrangement can be cancelled by either party with 30 days' notice.

After the trial period, situations may arise where the RHOW is no longer working or the workload has increased or decreased. In such situations alternate arrangements can be tried. These could include offering additional hours/days (if there is some) to the RHOW employee, or advertising another RHOW arrangement to make up any difference.

In situations where the workload increases, the employee working the reduced hours will have the first option of working the additional hours. The employee could choose not to work the additional hours. If satisfactory alternative arrangements are not found, Article 64 will be applied.

An employee who wishes to terminate the arrangement has the same rights to vacancies as full-time employees. If unsuccessful in obtaining another position or in negotiating a new arrangement with Management, and the employee terminates the arrangements, the employee will be considered to have resigned from **Bruce Power**.



**(SAMPLE) REDUCED HOURS OF WORK AGREEMENT**

To: \_\_\_\_\_ Department: \_\_\_\_\_ Effective date: \_\_\_\_\_

Type of Arrangement:  Individual  Job Sharing  Temporary Work

The following information is pertinent to your Reduced Hours of Work Agreement with **Bruce Power**.

1. Hours of work: \_\_\_\_\_ days (\_\_\_\_\_ hours) per week, \_\_\_\_\_ hours per day.

2. Salary: \_\_\_\_\_ per week based on scheduled \_\_\_\_\_ Grade \_\_\_\_\_  
Weekly \_\_\_\_\_ reduced hours of per week at Schedule \_\_\_\_\_  
salary will be \$ \_\_\_\_\_

3. Health and Dental Benefits:

Indicate, by circling the appropriate "yes" or "no", whether or not you are exercising the option of receiving full benefit coverage for semi-private hospital coverage, extended health benefits, and/or dental benefits, using payroll deductions to reimburse **Bruce Power** for the cost consistent with the appropriate proration. Should you elect health and/or dental benefits, the monthly cost will be as follows:

Elected Coverage:

Semi-private hospital coverage	_____ %	\$ _____	Yes / No _____
Extended Health Benefits	_____ %	\$ _____	Yes / No _____
Dental Benefits	_____ %	\$ _____	Yes / No _____

4. All other terms and conditions will be in accordance with the Article on Reduced Hours of Work for Society Represented staff.

The trial period will be for \_\_\_\_\_ months. The parties agree that the Agreement can be terminated with one month's notice during this trial period in the event the arrangement is unsuccessful.

If you agree with the conditions set out above, please sign one copy of this Agreement for your Personnel File. Also, please indicate if you wish to be covered by any, or all, of the above health and dental benefits.

Manager: \_\_\_\_\_ Employee: \_\_\_\_\_  
Date signed: \_\_\_\_\_ Date signed: \_\_\_\_\_

cc: Human Resources office Society Unit Director

## 71.6 Responsibilities

### *The Employee(s):*

The employee(s) should discuss his/her interest in a Reduced Hours of Work Agreement with the manager/supervisor. An employee who wishes to work Reduced Hours should prepare a proposal for doing so. The proposal should include a current job description and ways in which the job requirements could be met under a Reduced Hours of Work Agreement. It should include suggestions for methods of communication among Regular staff members, their managers/supervisor, customers and clients with whom the job interfaces, as per the Guidelines (Section 71.3).

### *The Manager/Supervisor:*

The Manager/Supervisor is responsible for determining if a Reduced Hours of Work Agreement is appropriate and in certain instances may initiate action to implement such an arrangement. The Manager/Supervisor will discuss the possibility of a Reduced Hours of Work Agreement with interested employees to assist them in establishing appropriate arrangements. The Manager/Supervisor will identify issues specific to the job which need to be addressed, inform employees of their entitlements and approve the proposed Reduced Hours of Work Agreement after the appropriate review.

The Manager/Supervisor is responsible for ensuring that the productivity in the work unit does not deteriorate as the result of a Reduced Hours of Work Agreement. If productivity is seen to decline, the supervisor should work with the incumbent(s) to identify ways to improve the situation.

## 72.0 PEAK DEMAND HOURS ARRANGEMENTS/PROJECT CREWS

### 72.1 Intent – Peak Demand Hours

The intent of this Article is to establish a framework of treatment of employees who by the nature of their jobs, are likely required to work Peak Demand Hours that are more than their normal work week and/or hours different from their normal hours during peak work load periods of the year, and less than the total hours in a normal work week during other parts of the year.

Once it has been decided to apply this Article within a business unit, Management will meet with The Society to jointly agree on the formation of a joint team. The application of this Article will be done by local joint teams which will determine how best to apply these guidelines in their particular situation. The local teams are not required to rigidly adhere to the guidelines below and may revise them as they deem appropriate.

Any disputes concerning the application or implementation of Article 72 shall be referred to the **JWP** for resolution. Any resolution by the **JWP** shall be final and binding but if the **JWP** is unable to resolve the issues, either party might refer the item to “interest” arbitration for resolution.

**The following are definitions and guidelines for the implementation of peak demand hour arrangements.**

## Definitions

**Normal Work Week:** For purposes of this Article, a normal work week will mean the total of the standard hours normally worked during a pay period, outside of the peak work load periods.

**Normal Hours:** Normal hours worked outside of a peak work load period (as per [Article 70](#)).

**Peak Work Load Period(s):** One or more periods during the year in which the expected magnitude or nature of the work to be performed reasonably requires employees to work more than their normal work week, and/or hours different from their normal hours. Peak work load periods may be the result of a need to minimize equipment downtime, or other factors which are expected to occur every year.

**Peak Demand Workers:** Employees who are likely required to work more than their normal work week, and/or hours different from their normal hours during peak work load periods, and less than their normal work week during other periods of the year.

## Intent

- a) Peak demand workers may be required to work normal hours, or scheduled hours on a work and/or shift schedule which are different from their normal hours, and which, in total, may exceed their normal work week during peak work load periods. Scheduled hours worked in excess of the normal work week will be “banked” and taken as time off (consistent with the conditions outlined in this article), during periods of the year when the work load may not require all of the normal hours available.
- b) Work and/or shift schedules, and all other administrative matters regarding the hours of work for peak demand workers will be determined within the business unit, subject to the conditions contained in this article.
- c) The design of work and/or shift schedules and other hours of work arrangements will give consideration of the requirement to perform work in the most effective, efficient and safe manner.
- d) The design of work and/or shift schedules and other hours of work arrangement will give consideration of the need to maintain good working relationships within the affected group and the relativity to other employees not covered by this Article.

## Conditions

- a) The peak work load periods will be declared prior to the start of the year for the entire year. The declared peak work load periods for the year will not be less than four weeks' cumulative duration (or normal conditions for the employee will apply). The declared peak work load periods will not exceed 26 weeks of the year cumulative duration. For purposes of this Article, the year may be any designated fiscal year which will not be changed for the work group once established.

- b) **Peak demand workers may be assigned to normal hours, work and/or shift schedules that average more than the normal work week during the declared peak work load periods. Other articles in this Collective Agreement regarding shift work, hours of work, and standard hours do not apply during declared peak work load periods, except:**
- **Articles [59.3](#), [60.4](#), [61.2](#) and [61.3](#) regarding shift allowance for work schedules on weekends, and nights; and**
  - **special conditions for 12 hour shifts as per [Article 61.6](#).**
- c) **Management will strive to provide at least seven days' notice of an assignment to a work or shift schedule that requires work outside of normal hours during the declared peak work load periods. However, any hours worked outside of normal hours without at least three days' notice will not be considered scheduled work for purposes of this Article.**
- d) **Work performed outside of scheduled hours is overtime and will be compensated at the appropriate overtime rate(s).**
- e) **During the declared peak work load periods, an amount equal to the number of scheduled hours worked each week in excess of the normal work week will be "banked". The banked time will be taken as time off at straight time during times of the year outside of the declared peak work load periods, subject to meeting work requirements. When possible, the time off will be scheduled by mutual agreement between the employee and Management. If work requirements have prevented an employee from taking his/her "banked" time off, the time remaining will be compensated as follows: for positive balances in the time bank remaining at the end of the year, the employee will receive payment at time and one-half for 50% of the hours and double-time for the balance.**
- f) **An employee's base wages will be maintained throughout the year, regardless of the number of scheduled hours worked per week during the declared peak work load periods, or hours taken off at straight time from the time balance "bank" during other periods of the year.**
- g) **The design of work and/or shift schedules used during the declared peak work load periods will be flexible to meet work requirements and consistent with the limitations of the appropriate legislation. Specific rules to be adopted for the design of work and/or shift schedules for peak demand workers may include:**
1. **The length of a scheduled shift or extended work day cannot exceed 12 hours.**
  2. **No more than 48 hours of work may be scheduled (i.e., exclusive of overtime) in a week.**
  3. **The start of a scheduled shift or work period must be at least 24 hours following the start of the previous scheduled shift or work period.**
  4. **At least eight hours of time off will be provided between work periods including overtime.**

5. **Although the content, preparation, costing and administration of work and/or shift schedules is the sole responsibility of the Corporation, the preference of the majority of peak demand workers to be assigned in the affected work group will be considered in designing the work and/or shift schedule.**
6. **Every attempt will be made to assign employees from those in the appropriate work group, to a work and/or shift schedule under this Article, on a voluntary basis. However, in the absence of sufficient qualified volunteers, the Corporation may assign specific individuals to perform the work.**

## **72.2 Intent - Project Crews**

The intent of this Article is to establish the treatment of employees who are required to work on Project Crews.

Once it has been decided to apply this Article within a business unit, Management will meet with The Society to discuss how best to apply these guidelines in their particular situation.

**The following are the provisions in establishing the implementation of Project Crews.**

1. **Employees on Project Crews are considered to be regular employees with all the terms and conditions and benefits as per the collective agreement, except as noted in these provisions.**
2. **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 basis as a non-Project Crew employee.**
3. **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.**
4. **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.**
5. **Shift differential and payment for scheduled work on weekends and statutory holidays will be paid out on an as worked basis.**
6. **Management will establish the amount of overtime required in the year. E.g., 50 hours, 100 hours, 150 hours, etc. 30 percent of this overtime will be at 1.5 times and 70 percent at 2 times. This overtime will be paid out in equal installments in each pay-cheque. In addition this clause will be considered to have met the commitments identified in [Article 57.5](#).**
7. **Any overtime above that required in 6 above will be paid at the appropriate premium rate.**
8. **Management will post the schedule September 1 for the following year showing when the majority of the work will be required (i.e., peak work to meet project schedules). Employees will be given 7 days notice if the project schedules are**

adjusted to meet system demands. The adjustment can be no more than 14 days in either direction. Failure to give notice would result in appropriate penalty payments.

9. Employees will be entitled to establish blocks of time, up to vacation allowance, when they will be unavailable for work assignment(s), this time off cannot conflict with the likely periods required for them to work.
10. Management will post (locally) September 30 for positions in the projects in the following year. Where possible, selections will be on a voluntary senior qualified basis. Should there be insufficient volunteers, management will first post-rotational opportunities and then, after consultation with The Society, force the junior qualified employee.

### 73.0 WORK SHARING

- 73.1 "Work sharing" occurs when sufficient members of a work unit agree to work fewer hours for reduced compensation in order to accommodate a temporary reduction in work load and to help maintain employment continuity in the event of an adverse impact situation under Article 64 - Employment Continuity.
- 73.2 Work sharing is a temporary arrangement. A work sharing arrangement will normally not exceed one year in duration but can be extended by mutual agreement. Beyond a period of one year, a work share arrangement will normally be governed by the terms and conditions of Article 71 - Reduced Hours of Work (RHOW) Arrangements.
- 73.3 The Society will be involved in the discussion and negotiation of the work sharing arrangement.
- 73.4 The size of the work unit involved in the work share will be the subject of joint agreement between **Bruce Power** and The Society. The agreement of the employees participating in the work sharing arrangement must be obtained prior to implementation. A sufficient number of employees in the work unit must participate in order to make the work share a viable working arrangement.
- 73.5 Either party to a work sharing arrangement will have the right to terminate it with 30 days' written notice. Following termination of a work sharing arrangement, the previous hours of work arrangement will be reinstated. Reduction in the number of employees in a work sharing arrangement through attrition, promotion, etc. will result in a joint review in order to ascertain the continued viability of the work share.
- 73.6 Employees participating in a work sharing arrangement remain regular employees.
- 73.7 Reduction in hours of work pursuant to a work sharing arrangement will not exceed 20% of regular hours and will be matched by an equivalent reduction in salary for a maximum of one year.

- 73.8 Employees participating in a work sharing arrangement will retain full benefits coverage during the term of the work sharing arrangement up to a maximum period of one year.
- 73.9 Pension, life insurance and LTD coverage will continue to be calculated against regular base earnings during the term of a work sharing arrangement up to a maximum period of one year.
- 73.10 Employees will continue to participate in the performance pay process while participating in a work sharing arrangement.
- 73.11 Employees will not be declared surplus while participating in a work sharing arrangement. This section will be suspended during the operation of Article 64.

**74.0 ASSIGNMENT OF NON-BARGAINING UNIT WORK DURING A STRIKE/LOCKOUT**

Normally, **Bruce Power** shall not assign an employee to perform non-bargaining unit work unless this work is essential work. It is agreed that the following provisions govern the assignment of essential work, ordinarily performed by employees in another bargaining unit, to Society-represented employees in the event that the members of that bargaining unit are in a lawful strike/lockout situation.

- 74.1 If a job/function is not performed, it is considered “essential work” if it would result in:
- a) A dangerous or unsafe situation for employees or the public.
  - b) A threat to the environment.
  - c) Damage to equipment, systems or property.
  - d) The violation of licences, regulations or other statutory requirements as applicable in (a), (b) and (c) above.
  - e) Activities going undone which are required to support employees who are performing essential work in accordance with (a), (b), (c) and (d) above.
  - f) Such other condition or concern as may be reasonable in the circumstances.

- 74.2 The process for identifying and assigning work will be a joint process involving a Management representative(s) designated by the Business Unit and The Society Unit Director/designate(s) of the Business Unit. As a part of this process, an employee will advise the Management Representative(s) and The Society Unit Director/designate(s) in a timely manner as to whether he/she will accept the tentative work assignment. Due consideration will be given to family or extenuating personal circumstances raised by an individual employee prior to assigning essential work.
- 74.3 In the event that The Society claims that an activity is not “essential”, it may make a claim before George Adams as facilitator/arbitrator, who shall make a ruling on an expedited basis.
- 74.4 **Bruce Power** may assign work involuntarily to Society-represented staff if no MF/ESR or qualified Society volunteers are available. There is no obligation to assign MF/ESR before seeking a Society volunteer.
- 74.5 Any proposed shift schedules which may be worked by Society-represented employees during assignment to non-bargaining unit work shall be reviewed by the appropriate Society Unit Director/designate prior to the official issuance of the shift schedule.
- 74.6 Employees assigned to essential work will have the appropriate skills and training to perform the duties.
- 74.7 The terms and conditions of compensation for performing essential work are described in the Letter of Understanding (LOU #1) entitled “Compensation and Working Conditions - Essential Duty Assignments” dated June 27, 1994.

## 75.0 TELEWORKING

### 75.1 Definition of Teleworking:

Telework refers to a **Bruce Power** employee who:

- Is working out of an office in his/her home.
- Does not normally have another office at **Bruce Power**.
- Is not working at home on an occasional or casual basis.

### 75.2 Collective Agreement Standards:

Where **Bruce Power** determines that teleworking may be implemented, the following provisions will apply:

- a) The arrangement will be mutually agreed upon and will be documented prior to commencement of teleworking.
- b) The terms and conditions of the Collective Agreement will apply except where modified by agreement among **Bruce Power**, The Society and the employee.
- c) Teleworkers will not be required to meet with customers or other **Bruce Power** employees in their home.



- d) Teleworking arrangements will be voluntary, and are subject to cancellation as locally agreed.
- e) Teleworking will not change the employment status of the teleworker.
- f) **Bruce Power** will provide appropriate health & safety advice and guidance to the teleworker.
- g) **Bruce Power** will provide appropriate business and personal security advice to the teleworker.
- h) **Bruce Power** shall provide all furnishings/equipment it deems necessary to meet job expectations.
- i) **Bruce Power** will pay for additional insurance costs, if required.
- j) If the teleworking arrangement is terminated then the employee will be entitled to relocation assistance as provided in the Collective Agreement.
- k) It is agreed that The Society represents employees who fall within The Society recognition clause of the Collective Agreement and who are teleworking.
- l) **Bruce Power** will provide in a timely manner The Society with the names, business phone number and business address of teleworkers.

### **75.3 Local Agreements**

Local management, the employee and The Society will agree on these items as part of a local agreement:

- Performance measures
- Relevant terms and conditions (e.g., travel)
- Training where appropriate
- Sunset (with a minimum term)
- Cancellation

### **76.0 DIRECT DEPOSIT**

Employees will be paid weekly by means of electronic deposit. Time exceptions (e.g., overtime) will continue to have a time lag. Such time lag will only be for the period required for the effective operation of the time reporting centers and pay processes.

Effective on a mutually agreeable date, employees will be paid bi-weekly. If the pay cycle can't be reduced to one week to absorb the impact, then employees will be provided with an advance to cover the first week without pay, and recover it over 6 months.

### **77.0 CROSSING PICKET LINES OF OTHER UNIONS**

- 77.1 Employees will be required to cross picket lines of other unions in order to perform work at their regular/temporary work headquarters.

77.2 During such picket action, some flexibility with respect to the normal scheduled hours of work on the part of both Management and the employee is particularly desirable.

77.3 Normally, an employee who is prevented from arriving at work for his/her normal starting time due to such picket action will have his/her salary maintained without the requirement to make up the hours missed, subject to the following guidelines:

- a) An employee is expected to make a reasonable attempt to arrive at work at their normal starting time.
- b) If an employee who is late for work should have been able to cross the picket line without being late, the no work - no pay principle will apply.

## 78.0 THE PROVISION OF FRENCH LANGUAGE SERVICES

This Article provides the terms and conditions under which **Bruce Power** complies with the French language Services Act (RSO 1986) as it applies to employees in the bargaining unit.

### 78.1 Designated Positions

**Bruce Power** will designate positions that require French language capability, to the extent required by the Act. **Bruce Power** shall determine the actual number of positions to be designated and which positions will be designated.

Changes to the designated positions require joint agreement between the local Contact Supervisor/Human Resources Manager and the Unit Director. Whenever a change is made to the designated positions list, the Contact Supervisor/Human Resources Manager will provide written notification of the addition to The Society office and Labour Relations, **Bruce Power** Human Resources. Labour Relations, **Bruce Power** Human Resources will issue an up-to-date version of the designated positions list annually to The Society. A position can only be removed or modified when it is vacant.

### 78.2 Job Security

The implementation and operation of this Article will not result in any declarations of surplus, lay-offs, displacements, forced geographic relocations or financial losses.

### 78.3 Training

**Bruce Power** will not impose any mandatory training for the purpose of complying with the Act. Any person wishing to take optional external training to obtain French language capability will be provided 100% financial support, so long as the request is in accordance with Article 85 - Extramural Training. In locations where extramural training in French is not available, **Bruce Power** will provide, at no cost to the employee(s), self-paced learning packages in order to assist interested staff to become qualified in French.

#### 78.4 Posting and Selection

French language capability is deemed to be a legitimate selection criterion, in addition to the normal selection criteria, for officially designated positions. The job documents for designated positions will not be amended to include French language proficiency as a duty and/or evaluation factor pending future discussions with The Society.

A notice of posting for a designated position will contain the following wording:

“This position requires the ability to communicate in French. This ability is deemed to be a qualification for the purposes of selection.”

French language capability will only be used as a selection criterion when the number of qualified incumbents in a designated position falls below the number specified in this Article. Specific qualifications and requirements must be posted and reasons given for non-selection in writing.

In cases where a location has more than the required number of qualified incumbents in a designated position, the officially designated employee(s) shall be those who are senior and qualified.

#### 78.5 Surplus Staff

When a surplus employee applies to a designated position he/she shall receive the selection priorities established in Article 65 to the extent that the organizational unit retains the capability to meet the requirements of the Act.

#### 78.6 Allowance

**Bruce Power** will pay an allowance of \$18.00 gross weekly. It is recognized that the allowance may be paid to all qualified employees in a designated position in a location, rather than just the employees who officially occupy the designated position. This allowance is the same regardless of the number of hours an employee works per week.

The allowance will be paid only while the incumbent is in a designated classification. The payment of this allowance will cease once the employee has been absent for two months. Transfer to an undesignated position, or removal of a position from the designated positions list, will cause immediate stoppage of the allowance.

An employee who relieves in a designated position must have the French language capability required by the position in order to receive the allowance.

#### 80.0 SPECIAL CLOTHING

80.1 Employees are responsible for providing, at their own expense, suitable clothing for the performance of their regular duties. Subject to certain conditions, outlined below, special clothing may be obtained at the expense of **Bruce Power** for issue to employees.

80.2 **Bruce Power** will make bulk purchases of certain types of work clothing, for resale to employees, on the most favourable terms possible.

- 80.3 A limited number of rainproof coats and hats may be obtained and kept available at construction headquarters etc., for persons who normally work indoors, but who are occasionally required to work out of doors under adverse weather conditions.
- 80.4 Safety items that are designed exclusively for such safety purposes will be provided to employees required to perform certain types of work, at no cost to the employee.
- 80.5 All clothing issued by **Bruce Power** will remain the property of **Bruce Power**. Employees may be required to replace item(s) lost or destroyed as a result of their own carelessness.
- 80.6 Staff will be reimbursed for the cost of up to two pairs of protective footwear per year where such footwear is required by Hydro as follows:
- Safety boots/shoes - 50% of actual cost to a maximum of \$75/pair.
  - Electric Shock Resistant Footwear - **100%** of actual cost to maximum of **\$175/pair**.
- 80.7 Requests for special items of clothing not specifically mentioned, but which might be reasonably supplied under the conditions set out above, will be considered, each case on its own merits. Such clothing must be kept available for any employee who may require it for **Bruce Power** work.
- 80.8 Employees in the FLM Security and SERM classifications who are required to wear uniforms will receive an annual \$200.00 per year cleaning allowance, to be paid by January 1<sup>st</sup> of each year.**
- 81.0 PAYMENT FOR USE OF PERSONAL VEHICLE**
- 81.1 Where an employee is authorized to use his/her personal vehicle for Hydro related business/travel, the rate of reimbursement will be based on the Private Transportation Component of the Canadian CPI as reported by Statistics Canada. The rate of \$0.41 per kilometre will take effect on March 1, 2001.
- 81.2 Future increases of one cent/km will occur with each additional 10% increase in the Private Transportation Index - 1986 = 100. A decline in the Index below a previously surpassed trigger point for two or more consecutive months will result in a reduction by the appropriate amount of the rate paid.
- If the Hydro business/travel involves the hauling of household trailers, an additional \$0.09/km will be paid. For the hauling of smaller trailers (Camper, Ski-doo, boat etc.), the amount will be \$0.03/km. The above rates will apply on a province-wide basis.
- 81.3 By virtue of receiving the above kilometre rates, the employee is responsible for any expenses incurred involving his/her vehicle while on **Bruce Power** business. This would include such items as insurance premiums, licence fees, traffic/parking violations, maintenance costs, any repairs or replacement of parts, fuel, lubricants and the like. The employee is further responsible for informing his/her insurance company that the vehicle is being used for business purposes, and for paying any additional premium that the insurance company deems fit.

## **82.0 BUSH FIRE FIGHTING AND VOLUNTEER FIRE BRIGADES**

82.1 Employees who are conscripted by the Ministry of Natural Resources for bush fire fighting or employees who participate in local Fire Brigades may be granted time off work with pay subject to the following conditions:

### **82.1.1 Regular and Probationary Employees - Bush Fighting**

Regular and probationary employees will have their normal base pay maintained.

### **82.1.2 Temporary Employees - Bush Fighting**

Temporary employees will have their normal base pay maintained for a maximum of five working days or to the end of the intended employment period, whichever comes first. If the fire fighting period extends beyond five working days, the employee will be placed on an unpaid leave of absence until he/she returns to work, or to the end of the originally intended employment period.

### **82.1.3 Volunteer Fire Brigades**

Employees who are registered volunteer fire fighters may be granted leave of absence with pay if called to service while at work.

## **83.0 RETIREMENT BONUS**

Employees who have completed 10 years or more of continuous employment shall be given, upon retirement, a cash bonus equal to one month's pay. The retirement bonus may be paid in cash or by transfer to an employee's Registered Retirement Savings Plan (RRSP), at the employee's option.

## **84.0 EXTREME WINTER WEATHER CONDITIONS**

In the event of extreme winter weather conditions, employees will normally receive pay for hours worked.

### **84.1 Make Up Time**

Employees who, due to extreme winter weather conditions, arrive late, miss work or receive approval to leave early, may seek approval to make up lost time by working back the missed hours by:

- a) Using a vacation day.
- b) Using a floating holiday.
- c) Using a lieu day (or banked time where applicable).

84.1.1 For employees who receive approval to work back the lost time, their pay will be maintained for the number of normal scheduled daily hours lost, provided there is work available to be performed.

84.1.2 Employees will work at straight time rate of pay while working back the lost hours.

84.1.3 Time lost due to extreme weather conditions will be worked back within the pay week period. Any lost time not worked back by the end of the pay period will be deducted from the employee's pay.

84.1.4 Senior Management at the location have the discretion to maintain some or all of an employee's normal base pay if they are satisfied that every reasonable effort was made to report to work on time.

## 84.2 Closure

Employees included in an authorized closure will have their pay maintained for the number of hours between closure and normal quitting time.

## 84.3 Stranded Employees

Employees who are confined at a regular work location which is an acceptable shelter, will have their normal base pay maintained for their normal scheduled hours of work.

84.3.1 Payment for time worked in excess of normal scheduled hours will be made only if approval was given in advance for such work.

84.3.2 Employees will be reimbursed for reasonable expenses for food and shelter, and will have normal base pay maintained when stranded away from their residence headquarters while on **Bruce Power** business.

84.3.3 Employees working in a location where a minimum level of acceptable shelter does not exist shall be considered as still being at work until acceptable shelter can be reached.

## 85.0 EXTRAMURAL TRAINING

In order to enhance a regular employee's job performance now, or in the future, **Bruce Power** may provide financial support for external training activities consistent with **Bruce Power** Policy, subject to the following conditions:

- a) The employee is expected to obtain prior approval from his/her supervisor prior to registering in the training course.
- b) The external training should normally be completed outside normal working hours. Where this is not possible, time off with pay to attend external training programs will be at the discretion of the employee's supervisor. In no circumstances will the external training exceed six weeks if the employee is required to be absent from work.
- c) 100% of reasonable costs paid by the employee for external training courses will be reimbursed where:
  - The training course will create or maintain the employee's capability related to current job performance.
  - The training course develops an employee's capability for a position identified in a succession, retraining, or redeployment plan.

- d) 75% of registration/tuition fees and learning material costs will be paid for external training courses which improve an employee's capability for future jobs within **Bruce Power**.
- e) An employee will be reimbursed for reasonable costs subject to:
  1. Satisfactory course completion and a passing grade where applicable, except where the course is taken upon the request of Management.
  2. Costs will not be reimbursed if the employee has given notice of resignation prior to completion of the course.
  3. All approved costs will be reimbursed for courses which cannot be completed due to the employee being transferred to another location.

### **86.0 MEAL EXPENSES**

Normally, employees are expected to provide their own meals. Where there is a requirement for a meal as a result of legitimate business functions, employees will be entitled to be reimbursed for reasonable out-of-pocket expenses.

## PART XIV - ADMINISTRATION

### 87.0 REPRESENTATION ON BRUCE POWER COMMITTEES

The parties recognize the roles and responsibilities of appointees to committees and task forces, i.e., as a representative of Management on the one hand, and The Society, on the other. When an employee represented by The Society is appointed by Management, his/her responsibility is to Management. When he/she is appointed by The Society, his/her responsibility is to The Society. This role distinction should be made clear at the time of appointment. Notwithstanding the above, and in keeping with Subsection 2.4 (Supervisory Employees - Code of Ethics), Management will endeavour to appoint its representatives having regard to The Society's interests in effective representation.

### 88.0 GUIDELINES FOR SOCIETY REPRESENTATIVES ON BUSINESS IMPROVEMENT (BI) TEAMS

In a spirit of mutual trust and co-operation, these guidelines have been jointly developed by The Society and Management to assist the parties when there is involvement by Society-represented employees in business improvement (**BI**) processes.

- 88.1 Society-represented employees have a legitimate role to play in the development and operation of business improvement process teams at **Bruce Power**.
- 88.2 When employees representing The Society are to be included on a **BI** team, they will be officially appointed by the appropriate Unit Director or The Society Executive following discussions with the appropriate line managers. The Society will normally be provided with a task description or problem identification, including an estimate of the time required, as well as with selection criteria to assist in the selection of appropriate nominees for the activities at hand. The Society retains the right to make the final appointment.
- 88.3 Employees representing The Society on **BI** teams will be given the opportunity to be involved in all aspects of the team activity; i.e., joint communications, joint training and education, etc.
- 88.4 Only conclusions that have been reached by consensus will be included in the final recommendations of the team.
- 88.5 The Society Board of Directors and appropriate Management staff should be kept informed regarding implications for any **JWP** Agreements between Bruce Power and The Society as the **BI** team progresses. Recommendations which impact on **JWP** Agreements will only be implemented when approved by the parties.



- 88.6 If innovative practices resulting from **BI** team recommendations are tested/piloted, it is without setting precedent.
- 88.7 The Society and the local Human Resources office will be advised in advance of a quality improvement team implementing any innovative work practices, compensation schemes, etc. that challenge agreements between **Bruce Power** and The Society. Sufficient time will be allotted for feedback before any such ideas are implemented.
- 88.8 Performance appraisals should support **BI** processes. Toward that end, participation by Society-represented employees in **BI** activities should be considered in a positive light when conducting performance appraisals providing their contribution to the **BI** team has been useful.
- 88.9 Society-represented staff will be reimbursed for reasonable costs related to participation in **BI** initiatives by **Bruce Power**.
- 88.10 As a last resort, any issues relating to quality improvement that cannot be resolved locally should be referred to the **Joint Working Party (JWP)** for further discussion.

**89.0 TRIPARTITE AGREEMENT ON JOINT HEALTH AND SAFETY COMMITTEES**

**Bruce Power** and The Society agree to adhere to the Tripartite Agreement below:

TRIPARTITE AGREEMENT ON JOINT HEALTH AND SAFETY COMMITTEES

PRINCIPLES OF AGREEMENT between the employer, the Power Workers Union and The Society concerning the establishment or modification of Joint Health and Safety Committees to meet the requirements and intent of The Occupational Health and Safety Act, as amended by Bill 208.

1. SIZE AND COMPOSITION OF JOINT HEALTH AND SAFETY COMMITTEES

That the size of JHSCs will be determined through discussions and agreement between the three parties.

That the PWU and The Society shall comprise a minimum of 75% of the JHSC membership with the relative percentage of PWU and Society JHSC members being determined by these two parties based on criteria including but not limited to representation by population and historical make-up. Neither union shall have less than 25% of the total number of Committee representatives nor more than 50%. Disputes regarding numbers shall be referred to the Executive level of the PWU and Society for resolution and if agreement is not reached, to an arbitrator mutually agreed upon by the parties for binding resolution.

That Management's Committee representatives will be from outside of PWU and Society jurisdiction.

That the status, rights and treatment of all representatives on the JHSCs will be equal.

That the meetings of the JHSC will be chaired on a rotating basis by the Co-Chair of each party represented on the committee.

## 2. TRAINING AND CERTIFICATION

That all JHSC members will be trained and certified. Training and certification will be jointly determined and in accordance with legal requirements and the PWU and Society Authority to Stop Work Agreements, with the costs to be borne by the employer.

## 3. POLICY COMMITTEE (NON-LEGISLATED)

That a corporate-level Health and Safety Policy Committee shall be established to participate in the formation and evaluation of health and safety strategy and policy, to resolve policy-level issues impacting on tripartite health and safety initiatives including the Work Protection Code and Corporate Safety Rules

That the Policy Committee be comprised of an equal number of senior representatives from The Society, the PWU and Management.

That the parties will each select their respective committee members.

That the Policy Committee shall meet at least once per quarter.

That the employer shall provide the resources and training that the Policy Committee deems necessary with costs to be borne by the employer. Training development and delivery will be jointly determined.

That the Policy Committee shall receive a formal response to its input to policies/programming within 30 days.

## 4. ANNUAL EXPERIENCE REVIEW

That each year, upon request by any one of the parties to this Agreement, an experience review be undertaken by the parties of the benefits and difficulties of implementation of the Agreement and the impacts of organizational changes.

## 5. AMENDMENTS TO THE AGREEMENT

Amendments to the Agreement may be made at any time by the parties with mutual agreement in writing. If mutual agreement cannot be reached, the parties will refer to an arbitrator, mutually agreed upon by the parties, for binding resolution.

## 90.0 AUTHORITY TO STOP WORK

### 90.1 Definitions

“Where an Employee's health and safety is in immediate danger” (refer to 90.4.3), “immediate danger” shall mean, “conditions that pose an immediate threat to life or health, or conditions that pose an immediate threat of severe exposure to contaminants such as radioactive materials which are likely to have adverse or cumulative or delayed effects on health.”

## **90.2 Intent**

“Responsibilities and Accountability” are intended to reinforce the fact that this is a joint policy for which both parties are jointly responsible, i.e., we are in this together.

## **90.3 Introduction**

Effectively involving employees and Employers in Joint Health and Safety Committee activities can enhance workplace health and safety. Under the Occupational Health and Safety Act, the use of Joint Health and Safety Committees (JHSC) is part of the legislative process which has been labeled as the “Internal Responsibility System” (IRS). Within this participatory management concept, the JHSCs have been given specific rights and responsibilities under the Act such that, with their involvement, the right to know, the right to participate and the right to refuse unsafe work is further enhanced.

The employer and The Society of Energy Professionals (“The Society”) agree that all unsafe work must be stopped. This Article on health and safety for the authority to stop work will further enhance the activities of the JHSCs and the IRS concept.

Changes to this Article can only be made by mutual agreement of the Joint Working Committee on Health and Safety. Where no agreement can be reached, the matter will be referred to the **Joint Working Party (JWP)** for resolution.

## **90.4 Authority to Stop Work**

90.4.1 Where a workplace is unsafe, a Certified Society and Management member of the local JHSC can jointly prevent the start of the work or stop the work.

90.4.2 Where there is a disagreement between the Certified Society or Certified Management member of the local JHSC that the workplace is unsafe, the issue shall be immediately presented to the local JHSC for review and resolution.

90.4.3 Where an employee's health or safety is in immediate danger, a Certified Society or Management member of the local JHSC can stop the work. After calling the work stoppage, the Certified Society or Management member must contact the respective counterpart immediately and seek to obtain joint agreement on the stoppage as soon as possible. If joint agreement cannot be reached, the issue shall be presented to the local JHSC for review and resolution.

90.4.4 In cases where the JHSC cannot resolve issues arising from 2 or 3 above, the Ministry of Labour Inspector or the Atomic Energy Control Board shall be called in for resolution.

## **90.5 Training/Certification**

90.5.1 The Society Joint Health and Safety Working Committee shall fully participate in the development of a specialized training program for all members of the Joint Health and Safety Committees.

90.5.2 The Society Joint Health and Safety Working Committee shall fully participate in the development, putting in place, and administration of testing and re-testing standards for all members of the JHSCs.

- 90.5.3 The Society Joint Health and Safety Working Committee shall fully participate in the establishment of a specific Training/Certification program for members of the JHSCs.
- 90.5.4 The Society Joint Health and Safety Working Committee shall fully participate in the development, implementation and administration of testing and re-testing standards for accrediting JHSC members into the Certification program. Such standards shall not be less than those established by the regulatory agencies or deemed to be equivalent to the intent of the regulatory standards.

**90.6 Responsibility and Accountability**

There shall be a shared responsibility and accountability by The Society and Management for the actions of their Certified members of the JHSCs.

**90.7 Compensation and Discipline**

It is understood that employees directly or indirectly affected by the application of this Agreement will not suffer any loss of wages or disciplinary action.

**90.8 Decertification**

Should a Certified member fail to act in good faith, The Society Joint Health and Safety Working Committee shall review the representative's action and make appropriate decisions.

Where there is disagreement regarding the action of the Certified member, the issue shall be taken to **JWP** for resolution.

**90.9 Assessment**

The Joint Working Committee on Health and Safety shall be responsible for assessing the effectiveness of this Agreement from time-to-time.

**91.0 HEALTH AND SAFETY DISPUTES**

- 91.1 Except for disputes involving the principles set out in the Tripartite Agreement on Joint Health and Safety Committees, all other disputes involving allegations that the employer has violated the provisions of the Occupational Health and Safety Act (OHSA) will not be subject to the provisions of the grievance/arbitration procedure except where provided for by the legislation itself. The parties will attempt to resolve such disputes at the lowest level possible. Failing resolution, the dispute may be forwarded to the Ministry of Labour for final resolution.
- 91.2 Disputes which involve interpretations about Sections of the OHSA, or any of its associated regulations will be resolved in accordance with the procedure set out in the joint agreement "Handling Legislative and Regulatory Impasses Pertaining to the Occupational Health and Safety Act and its Associated Regulations" dated December 5, 1991.

## 92.0 JOINT HEALTH AND SAFETY COMMITTEES

92.1 The employer will provide a Joint Policy Committee in which Society representatives are able to address the health and safety concerns of employees with Management of various levels.

92.2 All Society-represented employees are entitled to representation on Joint Health and Safety Committees and to associated training.

92.3 There are to be three levels of representation:

- **Bruce Power/Board level (JWP)**
- Corporate Health and Safety/Society working committee level (based on the following Terms of Reference)
- Local workplace level Health and Safety Committees

### Terms of Reference - September 27, 1989 Joint Working Committee on Health and Safety

#### 1.0 Goal

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

#### 2.0 Personnel

Director, Safety, and other Management staff as deemed necessary from time-to-time.

Chairperson of Society Health and Safety Committee and other Society members or a staff advisor to a maximum of five.

The Chair will rotate between the Director, Safety, and Chair of The Society Health and Safety Committee.

#### 3.0 Function

Participate in the identification and resolution of problems and issues of **Bruce Power** significance in employee health and safety policy and practice.

Participate in the development, promotion and implementation of **Bruce Power** health and safety programs.

Meet the provisions of 90.5, 90.8 and 90.9.

The Committee will meet quarterly or as mutually agreed.

**Bruce Power** will pay the expenses related to jointly agreed projects undertaken by or on behalf of the Joint Working Committee on Health and Safety.

## 92.4 Employee Health and Wellness

The parties are currently involved in a tripartite Corporate Health Team that is examining and implementing recommendations related to employee wellness. If this committee disbands, a joint sub-team will be established to provide information and recommendations to **JWP** on employee health and wellness.

## 92.5 Employee Family Assistance Program (EFAP)

The Society will have input into management's review of EFAP programs.

92.6 **Bruce Power** agrees to consult with The Society regarding new health and safety policies and procedures and regarding changes to existing health and safety policies or procedures except where provided for by the legislation itself. The Society will be given a reasonable amount of time to comment prior to implementation.

## 93.0 JOINT WORKING PARTY (JWP)

Negotiations between **Bruce Power** and The Society shall take place through a **Joint Working Party (JWP)** to which each body will appoint an equal number of representatives. Negotiations shall be conducted in good faith and both parties shall make every reasonable effort to reach agreement on matters of mutual interest as expeditiously as possible.

## 94.0 PROBLEM-SOLVING TEAMS

94.1 The parties agreed that during the term of the Collective Agreement, problem-solving teams will be established in order to examine the following issues:

a) Performance Pay

Task - A joint team is committed to develop a new performance pay plan.

b) Benefits

Task – A joint team will examine and make recommendations on the administration of employee benefits, including cost management of the plans, and for presenting data on employee benefits items as assigned by the **JWP**. This joint team will provide a forum for dialogue on employee benefits during the term of the renewed Collective Agreement.

Team Membership - Three representatives and one staff resource from each party plus additional resources as may be needed from time-to-time.

c) Job Evaluation Integration Project (Formerly Internal Relativity Project)

Task - **Bruce Power** and The Society reaffirm their intention to complete the Job Evaluation Integration Project (JEIP) on the basis of the **JWP** approved terms of reference for this project.

d) Total Compensation

Task - The parties will hereby undertake to continue work as per Article 15 and Subsection 97.2 (f) on developing appropriate internal comparisons, an external community for comparison and criteria for measuring total compensation.

Team Membership - Three representatives and one resource from each party and additional resources as may be needed from time-to-time.

Due Date - The team will file its joint report with the **JWP**. Failing such agreement either party may refer the outstanding differences to an arbitrator for a final and binding decision.

e) Pension Governance and Control

The parties agree to establish a committee to have access to reasonable pension plan and pension fund information (subject to the understanding that certain confidential information will not be available, and such confidential information that is supplied will be maintained in confidence by the committee/resource persons), and to explore the feasibility and advisability of:

- i) A new governance framework.
- ii) Creation of a pension plan/fund for Society members only.
- iii) Obtaining information that may be relevant to successorship issues.
- iv) Obtaining information provided to the Board Finance and Audit Committee dealing with the Pension Plan and Fund.

The committee shall be composed of six members, three to be selected by **Bruce Power** and three to be selected by The Society. Each party shall have the right to have resource persons attend meetings and assist the members of the committee with their deliberations.

f) Rehabilitation

Task - A joint team will be established to conduct an experience review of the “rehabilitation and re-employment” policy and to ensure that practice is consistent with the Collective Agreement, specifically with respect to the conditions that apply to permanently disabled employees who are able to return to work only on a permanent part-time basis. On the basis of this review, the team will make recommendations to the **JWP** within 90 days of the settlement of the terms of this Collective Agreement. The **JWP** will determine the terms of reference for this team.

## 95.0 PUBLICATION OF COLLECTIVE AGREEMENT

**This Collective Agreement shall be printed on site in a timely manner and made available by Bruce Power to The Society in sufficient quantities. The cost of printing the copies that are required (to be determined by joint agreement) will be shared on the following basis: 50% Bruce Power, 50% Society).**

**The Collective Agreement will also be placed on the Intranet and The Society will encourage electronic use**

## 96.0 USE OF BRUCE POWER COMPUTER FACILITIES

96.1 The Society may make use of any of the services provided by Information Systems Group to **Bruce Power** line units.

- 96.2 The Society will be treated identically to **Bruce Power** line with respect to service standards, procedures and support.
- 96.3 The price charged for the service will be the published rates of the Computer Centre plus the charge for administration, referred to as General Overhead which may change.
- 96.4 Information regarding these services, e.g., technical support, manuals, billing structure, training, etc., may be obtained from the ISG.
- 96.5 The Society will seek approval from the appropriate authorities prior to accessing or attempting to access any line units application programs or data. Any infringement of this condition by a Society member will be grounds for cancellation of this Article.
- 96.6 The services provided under this Article are to be used only for the purposes of assisting in the conduct of normal Society business and for provisions of service to its members.
- 96.7 Society data and programs may be protected from access by others by taking advantage of existing password mechanisms. It is The Society's responsibility to make arrangements to utilize such mechanisms.

## **97.0 STATUS OF CERTAIN CORPORATE POLICIES AND PROCEDURES**

- 97.1 **Bruce Power** will not terminate or alter the terms of the **Bruce Power** policies and procedures listed below without the agreement of The Society during the term of this Agreement. Prior to December 31, 2000, the parties will review the language of these policies and procedures for possible inclusion in the Collective Agreement.
- 97.2 The following policies and procedures are subject to the grievance/arbitration provision of the Collective Agreement (Article 16).

The corresponding Human Resources Policies and Procedures reference and policy date are given in parentheses.

- a) Personal Accident Insurance Plan (03-05-01, December 1988).
- b) Remembrance Day (02-02-01, p. 5, May 1981).
- c) World Class Sports Events (02-03-13, May 1979).
- d) Educational Leave (02-03-02, October 1982).
- e) Annual Training - Reserve Forces (02-03-10, August 1991).
- f) Report and Recommendations of Total Compensation Team (October 1992).
- g) Self-funded Sabbaticals (08-02-03, October 1987).

## **98.0 CODE OF CONDUCT**

Where Bruce Power develops a Code of Conduct, **or amends the Code of Conduct**, it shall appraise The Society and employees of the contents thereof prior to implementing the same.



## 99.0 LETTERS OF UNDERSTANDING & MID-TERM AGREEMENTS

99.1 Letters of Understanding and Mid-Term Agreements will form part of this Collective Agreement. Letters of Understanding are found in Part XVI. Mid-Term Agreements are found in Part XVII.

### 99.2 Letter of Understanding

#### 99.2.1 Intent

A Letter of Understanding may serve the following purposes:

- Amend or add to the current provisions of the Agreement.
- Elaborate/clarify the intentions of a provision of the Collective Agreement.
- Establish provisions for issues not covered by the Agreement.

#### 99.2.2 Grievance/Arbitration

Letters of Understanding are subject to the same grievance and arbitration provisions as are other items in the Collective Agreement.

#### 99.2.3 Approval

Letters of Understanding must bear the signatures of both the Co-Chairs of the **JWP** or their designates.

#### 99.2.4 Duration

The parties agree that, for the most part, Letters of Understanding should contain “sunset clauses”. In those cases where such a clause has not been put into a Letter of Understanding, The Society and **Bruce Power** will at some time during Collective Agreement negotiations determine the status of each such Letter of Understanding (e.g., incorporate in to the Collective Agreement, delete it, extend it, etc.).

### 99.3 Mid-Term Agreements

Article 7 sets out the principles, grievance/arbitration status, approvals and duration of Mid-Term Agreements. Items which are not subject to Mid-Term Agreements at the Business Unit level may be referred by the Business Unit to the **JWP**. Any Agreements approved by the **JWP** through this process will be set out in a Letter of Understanding.

### 99.4 Note to Letters of Understanding and Mid-Term Agreements

**Bruce Power** and The Society have not amended all Letters of Understanding or Mid-Term Agreements to reflect the separate Collective Agreement status of **Bruce Power**. It is agreed, however, that the commitments, terms and conditions in these Letters of Understanding and Mid-Term Agreements will be binding on **Bruce Power** in the same manner as they were applied to Ontario Hydro, to the extent that they are applicable to **Bruce Power**.

**101.0 NOTE TO PART XV - APPENDICES**

The Appendices dealing with the Voluntary Recognition Agreement and subsequent amendments are historic documents and, therefore, references to “**Ontario Hydro**” have been maintained. It is agreed, however, that the commitments, terms and conditions in these Appendices shall apply to **Bruce Power** in the same manner as they were applied to **Ontario Hydro**, to the extent that they are applicable to **Bruce Power**.

**103.0 PROFESSIONAL FEES**

**Any employee with a professional engineer’s designation, e.g., P. Eng., who is a member of the Professional Engineers of Ontario (PEO) and any employee with an accounting designation, e.g., C.A., C.M.A., C.G.A., where such designation or accreditation is a preferred or required requirement for the job, shall have his/her professional fees paid by the Employer up to a maximum of \$200/yr.**

**104.0 HEALTH PHYSICIST BONUS**

**Employees in the Health Physicist classification will receive a one-time initial authorization payment of \$7,000 effective January 1, 2004.**

## PART XV - APPENDICES

### APPENDIX I - RE: UTILIZATION AND ADVANCEMENT OF PROFESSIONAL ENGINEERS AND SCIENTISTS

**Ontario Hydro** and The Society agree the following principles will govern the utilization and advancement of professional engineers and scientists at **Ontario Hydro**.

- 1.0 The terms “professional engineers” and “scientists” shall include the employees' categories identified in Attachment A.
- 2.0 The MP2/FMP12 level of work shall normally be considered as a developmental stage for professional engineers and scientists performing engineering or scientific work.
- 3.0 The MP4/FMP14 level of work shall be considered as the “normal expectancy” level for fully qualified and competent engineers, or scientists at **Ontario Hydro** MP3/FMP13 may continue to be a “journeyman” level for engineers and scientists in some areas of activity.
- 4.0 Every effort should be made to provide professional engineers and scientists with an opportunity for advancement to MP4/FMP14, when they are capable of performing work at this level and such work is available.
- 5.0 Where an individual has demonstrated the willingness and capability to advance, and where advancement is impeded by lack of opportunity in the work area, every effort should be made to assist the individual in career advancement. This could include specific action steps such as training, job transfers, and rotations which will provide greater promotional opportunity.
- 6.0 Greater emphasis is required on the screening of professional staff at an early stage in their careers for both their potential capability to perform work at the MP4/FMP14 level and their suitability for further employment in **Ontario Hydro**.

(Signed by W. G. Morison for Management and F. R. Greenholtz for The Society, February 27, 1984)

## ATTACHMENT A

### UTILIZATION AND ADVANCEMENT OF PROFESSIONAL ENGINEERS AND SCIENTISTS

#### ***Professional Engineers***

Incumbents of jobs with 600000 or 860000 occupation codes who are:

- a) Licensed to practice engineering by the Association of Professional Engineers of Ontario (APEO)  
or
- b) University graduates in one of the following engineering disciplines:

Aeronautical Engineering (Aero Space, etc.)	Engineering General
Agricultural Engineering	Engineering Science (Physics)
Chemical Engineering	Geological Engineering
Civil Engineering	Mechanical Engineering
Electrical Engineering	Mining Engineering
Electrical Engineering	Metallurgy & Material Science
Electronics Engineering	Nuclear Engineering
Engineering Business (Industrial)	Water Resources Engineering

#### ***Scientists***

Incumbents of jobs with 600000 or 860000 occupation codes who are university graduates in one of the Natural Sciences, the Applied Sciences, Mathematics or Computer Science and who are not classified as professional engineers.

## **Appendix II - Re: Input To Association of Professional Engineers of The Province of Ontario (APEO) Salary Survey**

It is agreed that the method of input to the APEO Salary Survey of Employers and the analysis and use of the survey shall be in accordance with the following.

### **1.0 Data Input**

- 1.1 The salary rates input to the survey shall be the rates paid for normally scheduled hours of work.
- 1.2 Such salaries shall be input for all **Bruce Power** engineers at Bachelor and/or post-graduate levels in engineering disciplines, who are engaged in engineering or scientific work (incumbents of M&P 600000 series jobs and of FM&P 860000 series jobs, who are represented by The Society), including engineering trainees who are registered (or eligible for registration) by the APEO.

### **2.0 Method of Input**

#### **2.1 Level A**

Engineers whose Bachelor graduation occurred during the current or two previous calendar years, who are not incumbents of jobs classified as MP4 and FMP14 or higher.

#### **2.2 Level B**

- i) Engineers whose Bachelor graduation occurred during the third, fourth or fifth calendar year prior to the current year, who are not incumbents of jobs classified as MP4 or FMP14 or higher.
- ii) Engineers in jobs classified as MP1 and FMP11 who have sufficient years of experience to exempt them from eligibility for input to Level A.

#### **2.3 Level C**

Engineers in jobs classified as MP2, MP3, FMP12 or FMP13 who have sufficient years of experience to exempt them from the requirement to be input to Levels A or B.

#### **2.4 Level D**

Engineers in jobs classified as MP4, MP5, FMP14, FMP15.

#### **2.5 Level E**

Engineers in jobs classified as MP6, FMP16.

### **3.0 Annual Relative Standing**

Bruce Power data will be excluded from the APEO survey data when making comparisons of Bruce Power's position relative to the community.  
(signed by J.R. O'Connor for Management and B.A. Green for The Society, November 29, 1984 - revised in 1992/1994 Collective Agreement)

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## APPENDIX IV - APPLICATION OF THE PURCHASED SERVICES AGREEMENT TO AECL

### 1. Preamble

As a part of the approval process of the Purchased Services Agreement (PSA), the parties agreed to develop a Framework Agreement which would recognize the special status of the relationship between **Bruce Power** and AECL and govern the day-to-day transactions between the two companies.

### 2. Scope

This Framework Agreement for applying the PSA to **Bruce Power**'s relationship with AECL applies only to those purchased services which are not funded through the CANDU Owners' Group (COG) Agreement.

### 3. Intent

This Agreement describes a decision-making process where only certain decisions regarding the purchase of services by **Bruce Power** from AECL are subject to the full transactional application of the PSA. Those decisions which are not subject to a full transactional application of the PSA are subject to the periodic review process described in Section 6.

### 4. Definition

Work: means a work package which is a clearly defined scope of services that requires the formal approval of **Bruce Power** prior to proceeding.

### 5. Decision-Making Process

- 5.1 The decision-making process described in this section is also presented in diagram form (diagram included as a part of this Agreement). Should there be inconsistencies between the written and diagrammatic descriptions of the decision-making process, the written description will take precedence.
- 5.2 The process begins with **Bruce Power** proposing that services be purchased from AECL or a Centre of Excellence (i.e., Reactor Engineering Services Department [RESA] or the Centre for Heat Exchanger Engineering Sciences and Technology [CHEEST]).
- 5.3 If the work is to be assigned to a Centre of Excellence (i.e., RESA or CHEEST), then the PSA will not be applied (see also Section 6.4e). The Centre of Excellence would not be permitted to subcontract more than 30 percent of the labour component of the work.
- 5.4 If the answer to one or more of the following questions is in the affirmative, **Bruce Power** Management may proceed to issue a contract to AECL:
- a) *Is the work emergency work?* Emergency situations will be as identified by the **Bruce Power** manager with the appropriate decision-making authority. The review of such decisions will form a part of the scope of the periodic review process (see Section 6).

- b) Is there a regulatory requirement (e.g., from the Ministry of Consumer and Commercial Relations or the Atomic Energy Control Board) that the work must be performed by AECL?
- c) Has the PSA already been applied to the work?

5.5 If work is not assigned to a Centre of Excellence (per 5.3) and all of the questions in Section 5.4 are answered in the negative, but the answer to one or more of the following questions is in the affirmative, the PSA will be fully applied to the work on a transactional basis:

- a) Are there surplus Society-represented employees with the requisite skill sets in **Bruce Power**?
- b) Does the labour component of the proposed work exceed 1,500 person hours?
- c) Does the duration of the proposed work exceed twelve (12) months?
- d) Does a sub-contract(s) need 30 percent of the total person hours of the work?

If none of the questions in 5.5 a) - d) is answered affirmatively, then **Bruce Power** Management may proceed to issue a contract to AECL.

## 6. Periodic Review

6.1 The parties agree to establish an AECL Purchased Services Review Team (Review Team) within ten (10) working days of this Agreement coming into effect.

6.2 The Review Team will be composed of three Management representatives and three Society representatives to be appointed by the parties through the **Joint Working Party (JWP)**.

6.3 The Review Team initially will meet quarterly, but may change the frequency of its meetings by mutual agreement of the team members. With reasonable notice, the **JWP** may also convene meetings of the Review Team.

6.4 The Review Team will be responsible for reviewing all transactions between AECL and **Bruce Power** which have taken place since the last meeting of the team to confirm that the intent of this Agreement continues to be met. All the documentation necessary to facilitate this review will be collected and made available to the Review Team. The review specifically will include:

- a) The extent to which the criteria (see 5.3, 5.4 and 5.5) in the decision-making process are being met.
- b) Whether the criteria (see 5.3, 5.4, and 5.5) in the decision-making process continue to be the appropriate ones based on experience.
- c) The extent to which contracts which were issued to AECL were specific to AECL's nuclear capabilities.



- d) An assessment of any work placed by emergency decision (per Section 5.4 a) or mandated by regulators (per Section 5.4 b).
- e) Any changes to the Terms of Reference of existing Centres of Excellence (i.e., CHEEST or RESD) or any request that a new Centre of Excellence be added to Section 5.3.
- f) An assessment of whether there has been any misuse of the decision-making process.
- g) An assessment of the overall effectiveness of this Agreement and its decision-making process.

6.5 The Review Team will make any recommendations it may have for changes to this Agreement to the **JWP**. Any such recommendations will be arrived at by consensus. If consensus cannot be reached, the team will report the divergent views of the members of the team to the **JWP**.

7. Grievability/Arbitrability

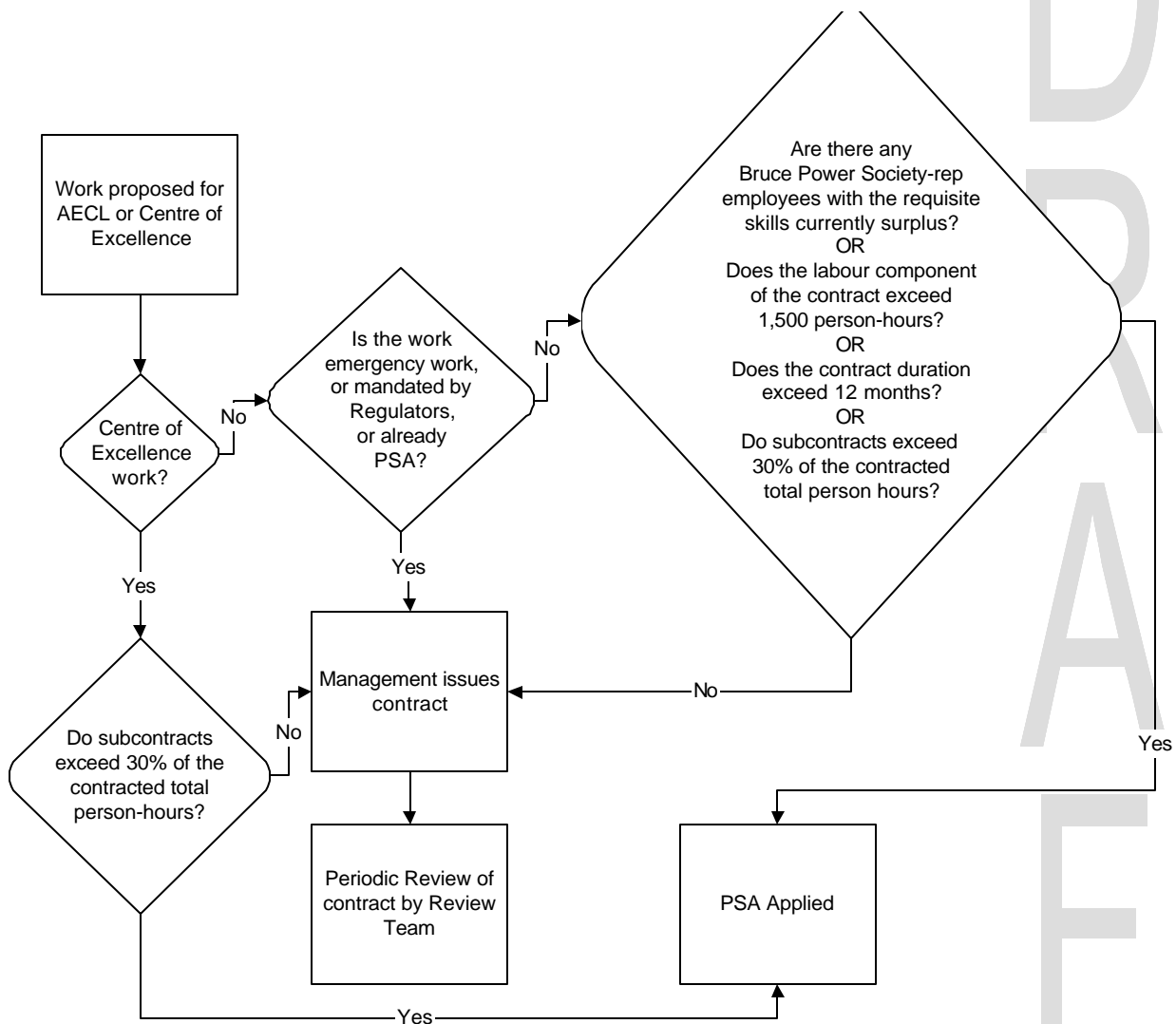
The lack of application of this Framework Agreement in a given situation is subject to the grievance/arbitration process.

8. Effective Date

This Framework Agreement takes effect on the date of signing by the representatives of the parties.

(Signed by Chris Cragg for The Society and Brian Story for **Ontario Hydro**, December 20, 1994)

### AECL Purchased Services Model



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**APPENDIX V -  
RE: LIST OF MEDIATORS AND ARBITRATORS (INCOMPLETE)**

Pursuant to Section 14.2, the parties submit the following individuals to be used as mediators/arbitrators if mutually agreed to:

Kevin Burkett  
Pamela Picher  
Michel Picher  
Robert Howe

Professor Ken Swan  
George Adams  
Jane Devlin

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## **APPENDIX VII - RE: OUTLINE OF NEGOTIATING PROCESS FOR COLLECTIVE AGREEMENT**

The parties agreed to make their best efforts to adhere to the following schedule for negotiating amendments to the Collective Agreement. Failure to adhere to this schedule shall not jeopardize the bargaining rights of either party. Dates refer to the calendar year in which Collective Agreement expires.

1. The **JWP** will meet prior to January 31, of the last year of the agreement to prepare a detailed work plan for negotiating the outstanding tasks set out in the Agreement (Articles 94, 97, etc.). The work plan will include a schedule of priority items, target dates, primary responsibilities, and resources.
2. By June 1, the parties will:
  - a) Select their representatives for the main negotiating committee.
  - b) Determine the schedule for main committee negotiating meetings.
  - c) Select a mediator-arbitrator and determine the dates for mediation-arbitration.
  - d) Receive progress reports on items under (1) above.
3. By August 1, the parties will:
  - a) Identify those issues which will be referred to sub-committees.
  - b) Establish the terms of reference for the sub-committees and the target dates these sub-committees are to submit their final reports/recommendations to the main committee.
  - c) Select their representatives on the sub-committees. The parties shall each appoint at least one representative from their main negotiating committee to serve on these sub-committees.
4. Sub-committees will begin meeting no later than September 1 and submit progress reports by October 15 and a final report no later than October 31 (unless specifically provided with a time extension by the **JWP**).
5. Main committee negotiations will begin no later than October 15.
6. Main committee negotiations will conclude no later than December 1.
7. Mediation meetings with the mediator-arbitrator, if necessary, will conclude no later than December 15, unless further meetings are required to address issues which arise in the course of drafting contract language or if a tentative settlement fails ratification.
8. If necessary, an Arbitration Hearing will be conducted prior to January 31, in the year after the agreement expires.

**APPENDIX VIII -  
RE: AMENDMENT TO THE VOLUNTARY RECOGNITION AGREEMENT  
(VRA)**

In light of major changes that have occurred since the Voluntary Recognition Agreement (VRA) came into effect on January 14, 1992, including significant Corporate restructuring, the parties' agreement to conduct a joint internal relativity project, and the need to clarify The Society's historical jurisdiction, The Society and **Ontario Hydro** agree to replace Sections 1.0 and 2.0 of the VRA with Article 2 of their Collective Agreement as amended by the Framework Agreement dated October 4, 1994.

The parties further confirm that the terms of the VRA as amended in the Collective Agreement remain applicable in all respects, including the agreed upon dispute resolution processes, to all provincially and federally regulated employees, subject only to previously agreed amendments and this amendment.

(Signed by B. R. Story and C. B. Cragg - October 4, 1994)

## APPENDIX IX - RE: ARTICLE 2 – RECOGNITION CLAUSE

**Ontario Hydro** and The Society confirm the following understanding with respect to their agreement to amend Article 2 (“Recognition Clause”) of their Collective Agreement:

1. The parties agree that the Voluntary Recognition Agreement (Attachment A), subsequent amendments to the VRA and correspondence between the parties concerning jurisdictional matters will be admissible in the event of any future interpretation disputes concerning The Society’s recognition clause.
2. The parties agree that the intent of these amendments is to clarify The Society’s historic jurisdiction as the exclusive bargaining representative for the broad mix of professional and supervisory employees that comprise the M&P/FM&P and TMS/TS/OSS/SEI salary classifications on salary schedules 01, 02, 03, 04, 05, 06, 07, 08, 09, 13 and 18 except where such persons are performing managerial functions or are employed in a confidential capacity. As such, these amendments constitute a reconfirmation by **Ontario Hydro** of the commitments made by D. B. MacCarthy regarding The Society’s jurisdiction in his April 18, 1994 letter to P. T. Suchanek, Registrar of the Canadian Labour Relations Board.
3. The Society acknowledges that **Ontario Hydro** has consented to the deletion of the following subparagraphs from the bargaining unit description on the basis of the assurance of The Society contained in Paragraph 4 below:
  - Those persons included on the Executive Salary Roll and above.
  - Employees whose full-time duties are security work.
  - Employees in the Executive Office.
  - Employees in the Office of the General Counsel and Secretary including the Law Division except Corporate Official Records Analysts, Corporate Archivists and Corporate Records Centre Supervisors.
4. The Society assures **Ontario Hydro** that this Agreement, to delete the sub-paragraphs contained in Paragraph 3 above, does not extend the previously agreed upon jurisdiction of The Society, except upon consent of the parties, beyond that jurisdiction identified in the Voluntary Recognition Agreement. However, should jurisdictional claims be made by any other bargaining agent for the classifications referred to in Paragraph 3 above, The Society may assert a parallel or related claim.
5. The parties acknowledge that there are thirteen jurisdictional grievances filed by The Society pending resolution (listed in Addendum A) and that these amendments are not intended to prejudice the outcome of these disputes.
6. The parties acknowledge that the definition “associated employees” in Subsection 2.3.2 includes, but is not limited to, positions listed in Addendum B, and other similar positions created in the future.

(Signed by B. R. Story and C. B. Cragg - October 4, 1994)

**ADDENDUM B**

<b>Occupation Code</b>	<b>Job Title</b>	<b>Salary Schedule</b>	<b>Salary Grade</b>
748042	Vault Officer	01	01
748836	Recruitment and Training Officer	01	01
739055	Organization and Systems Analyst	01	01
748105	Recruitment and Training Officer	01	01
752215	International Project Administrator	01	01
741051	Co-ordinator - Area Office Practices	01	02
719010	LAN Administrator	01	02
741050	Co-ordinator - Customer Service Practices	01	02
748252	Assistant Training Officer	01	02
734075	Business Systems Analyst	01	02
753063	Trade Development Officer	01	02
741845	Transportation Field Co-ordinator	01	02
753847	Material Systems Officer	01	02
734080	Information Systems Support Analyst	01	02
739008	Regional Office LAN Administrator	01	02
623013	Materials and Procurement Services Officer	01	02
730844	Facilities and Services Analyst	01	02
759090	Team Leader - Transportation Planning	01	02
753860	Administrative Services Officer	01	02
752046	Business Planning Co-ordinator	01	02
729051	Transportation of Dangerous Goods Specialist	01	02
719009	LAN Administrator	01	02
734078	Information Systems Specialist	01	02
734079	Office Systems Analyst	01	02
748867	Business Systems and Training Officer	01	02
748850	Emergency Preparedness Officer	01	02
741817	Service Co-ordinator - Kipling Complex	01	03
741072	Co-ordinator - Lines Work Methods	01	03
729056	Building Maintenance Officer	01	03
748865	Field Training Officer	01	03
753403	Senior Employment Officer - Nuclear Operations	01	03
710007	Digital Mapping Co-ordinator	01	03
759026	Training Officer	01	03
741828	Operating & Maintenance Projects Co-ordinator	01	03
741827	Service Co-ordinator	01	03
729043	Building & Facilities Disposal Officer	01	04
741841	Production Co-ordinator	01	04
729014	Maintenance Specialist - Mechanical	01	04

## ATTACHMENT A VOLUNTARY RECOGNITION AGREEMENT

This Agreement including the accompanying Framework Agreement, included as Schedule A, resolves all issues raised during proceedings at the Ontario Labour Relations Board, regarding The Society's Applications for Certification (dated November 5, 1986 and October 2, 1990) or otherwise arising as to the status of the Master Agreement as a Collective Agreement before such Board or the Courts. This Voluntary Recognition Agreement is entered pursuant to the Ontario Labour Relations Act and is acknowledged to be enforceable pursuant to that Act. The parties agree that the Memorandum of Agreement, June 19, 1991, known as the Letter of Understanding, is no longer in force or effect.

### 1.0 Recognition Clause

Pursuant to Section 16(3) of the Ontario Labour Relations Act, **Ontario Hydro** agrees to recognize The Society as the exclusive bargaining agent for the "employees" defined as follows:

"All employees employed by **Ontario Hydro** in the Province of Ontario as supervisors, professional engineers, engineers-in-training, scientists, professional, administrative and associated employees save and except:

- a) Those persons included on the Executive Salary Roll and above.
- b) Employees in bargaining units for which any trade union holds bargaining rights as of the signing of this Agreement.
- c) Those persons who perform managerial functions as distinct from supervisory functions. An employee is performing managerial functions if:
  - i) She/he performs managerial functions such as hiring, promotion, performance increase, discharge, etc. over other employees in the bargaining unit and;  
  
She/he is required to spend the majority of his/her time performing managerial duties and;  
  
She/he supervises at least seven (7) employees (directly or indirectly) on a regular and continuous basis.
  - ii) She/he supervises employees who are excluded from The Society under (c) (i), (d), (e) or (f);
- d) Employees who are primarily employed in a confidential capacity affecting the terms and conditions of employment for **Ontario Hydro** staff.
- e) Employees whose full-time duties are security work.
- f) Employees who are members of a profession entitled to practice in Ontario and who are employed in a professional capacity where the Ontario Labour Relations Act excludes such persons from coming under the Act by virtue of their profession."



## 2.0 Clarity Notes

For the purposes of clarity, the bargaining unit set out above:

### 2.1 Includes:

- a) All regular, probationary, part-time and temporary employees whose functions are included in the classifications paid from Salary Schedules 01, 02, 04, 05, 07, 08, 09, and 18; and
- b) All employees paid from Salary Schedule 13 (Nurses), Salary Schedule 03 (System Control Operators) and Salary Schedule 06 (Helicopter Operator Supervisors), except employees excluded by virtue of 1.0 of this Agreement, will be entitled to vote to determine if they wish to be represented by The Society. If the majority of eligible employees voting on any schedule vote in favour of being represented by The Society, eligible employees on that schedule will be represented by The Society. The vote will be conducted by The Society and **Ontario Hydro** by secret ballot.

### 2.2 Excludes employees in accordance with 1.0 (c) above as follows:

- a) M&P (Schedule 01) - in salary classification MP4 (or higher) rated by the Plan A Point System of Job Evaluation January 1988 ("Plan A"), or its equivalent, carrying "Nature of Supervision" Degree 4 (or higher) or its equivalent and "Numbers Supervised" Degree 3 (or higher) or its equivalent who normally supervise other Society represented employees.
- b) FM&P (Schedule 02) - who normally supervise other FM&P employees and who normally supervise at least seven (7) employees directly or indirectly.
- c) TMS and TS (Schedules 08 and 07) - who normally supervise other TMS or TS positions and who normally supervise at least seven (7) employees directly or indirectly.
- d) OSS (Schedule 05) - who normally supervise other OSS positions and who normally supervise at least seven (7) employees directly or indirectly.
- e) Supervising Electrical Inspectors (Schedule 09) - who normally supervise other SEI positions and who normally supervise at least seven (7) employees directly or indirectly.
- f) Area Managers.

### 2.3 Excludes employees in accordance with 1.0 (d) above as follows:

- a) Employees paid from Salary Schedule 01 rated under Plan A as having "Staff Responsibility" Degree 4 (or higher) or its equivalent and MP6 employees as having "Staff Responsibility" Degree 3 (or higher) or its equivalent.
- b) Employees in the Executive Office.
- c) Employees in the Office of the General Counsel and Secretary including the Law Division except Corporate Official Records Analysts.
- d) Positions currently listed in Agreement RS-1 dated October 11, 1990.

e) Human Resource trainee positions on Schedule 04.

3.0 The grievance and arbitration procedure may be used to challenge any unreasonable, arbitrary or bad faith action taken by **Ontario Hydro** which results in the exclusion of any employee or position from the bargaining unit.

#### 4.0 Arbitration

Future contract negotiations disputes shall be resolved by binding arbitration in accordance with Section 38 of the Ontario Labour Relations Act and the negotiating process for resolving such disputes shall be set out in full in the Collective Agreement.

The dispute resolution process shall be mediation-arbitration using the same individual as both the mediator and arbitrator.

The mediator-arbitrator shall consider the following issues as relevant to the determination of the award on monetary issues:

- a) A balanced assessment of internal relativities, general economic conditions, external relativities.
- b) **Ontario Hydro's** need to retain, motivate and recruit qualified staff.
- c) The cost of changes and their impact on total compensation.
- d) The financial soundness of **Ontario Hydro** and its ability to pay.

A mediator-arbitrator shall have the power to settle or decide such matters as are referred to mediation-arbitration in any way he/she deems fair and reasonable based on the evidence presented by representatives of **Ontario Hydro** or The Society in light of the criteria in items (a) to (d) and his/her decision shall be final and binding.

4.2 The parties will hereby undertake to develop appropriate internal comparisons, an external community for comparison and criteria for measuring total compensation by no later than September 1, 1992 and failing such agreement either party may refer the outstanding differences to an arbitrator for a final and binding decision. This undertaking and its referral to arbitration shall be enforceable under the Arbitrations Act.

#### 5.0 No Strike/No Lockout

The Collective Agreement will recognize that The Society, employees within the scope of the bargaining unit, and the Corporation are pledged to the effective and efficient operation of **Ontario Hydro** and that they pledge themselves, individually and collectively, to refrain from taking part in strikes, lockouts or sympathy strikes and other interference with work or production as long as the terms and conditions in Section 4.0 continue.

## 6.0 Supervisory Employees

For the purposes of Section 9.0, the parties agree that Supervisory positions are those that are not excluded under Section 1.0 above and that satisfy the following criteria:

- a) Employees on Salary Schedule 01 who have under Plan A “Nature of Supervision” Degree 3 (or higher) or its equivalent;
- b) Employees on Schedules 07, 08, 02, 05 and 09 on condition they normally supervise other employees.

## 7.0 Enforcement

The primary method of enforcement of this Agreement shall be pursuant to the grievance and arbitration provision of the parties' Collective Agreement. However, should the Collective Agreement not be in operation or applicable to the dispute, either party shall have the right to refer to final and binding arbitration any differences between the parties arising from the interpretation, application, administration or alleged violation of this Voluntary Recognition Agreement, including any question as to whether a matter is arbitrable.

The arbitrator shall have all of the powers of an arbitrator pursuant to Section 44 of the Ontario Labour Relations Act or the Arbitrations Act as the case may be.

Subject to the conditions of this Agreement, if a mediator or arbitrator is not appointed within 30 days of a matter being referred to mediation and/or arbitration, either The Society or **Ontario Hydro** shall have the right to refer the matter to the Minister of Labour or the Chief Justice of the Ontario Court of Justice and the Minister or Chief Justice shall appoint a mediator and/or arbitrator.

## 8.0 Selection of Mediators and Arbitrators

Mediators and arbitrators shall be selected from a list of mutually acceptable persons which are to be set out in the Collective Agreement and the costs of using them will be shared equally by **Ontario Hydro** and The Society.

## 9.0 Duration

The Agreement shall come into effect on the date of ratification and shall remain in effect thereafter except for Section 4.0 and 5.0 which may be terminated by written notice by either party not less than six months prior to the expiry of the Collective Agreement in operation on January 1, 2001 or any subsequent Collective Agreement. In the event that The Society provides notice of termination of Sections 4.0 and 5.0, **Ontario Hydro** may require that the supervisors defined in this Agreement form a separate bargaining unit for which The Society shall be recognized as the bargaining agent and for which there shall be a separate Collective Agreement. In addition, The Society shall continue to be recognized as the bargaining agent for non-supervisory staff defined in this Voluntary Recognition Agreement. Disputes on the identification of supervisors shall be submitted to a mutually acceptable arbitrator for settlement. If the parties fail to agree to appoint an arbitrator, either party may refer the matter to the Minister of Labour or the Chief Justice who shall appoint an arbitrator. If **Ontario Hydro** provides notice of termination of Sections 4.0 and 5.0, it shall continue to recognize The Society as representing all employees in one bargaining unit per this Voluntary Recognition Agreement and ensuing Collective Agreements.

In the event that either party desires to amend this Agreement on or after January 1, 2001, it must notify the other party in writing not less than six months prior to the expiry of the Collective Agreement in effect on January 1, 2001 or thereafter six months prior to the expiration of any subsequent Collective Agreement. In such circumstances the parties will have the right, if either party so chooses, to appoint a mutually-agreeable mediator for the purpose of reaching a settlement of the issues and where there is mutual agreement the mediator shall arbitrate outstanding matters in dispute.

Notwithstanding the above, the parties may mutually agree to amend this Agreement at any time.

#### 10.0 Federal Jurisdiction

In the event that nuclear workers are found to be covered under the Canada Labour Code and The Society applies to represent these employees, **Ontario Hydro** will not oppose certification for any employee represented by The Society under this Agreement.

#### 11.0 Ratification

The Society Executive recommends acceptance of this Agreement to its members and the Agreement shall become effective upon the date of ratification. Persons eligible to vote will include all employees who will be represented by The Society under this Voluntary Recognition Agreement. The vote will be conducted by secret ballot.

12.0 Effective upon the date of ratification or as soon as reasonably practical, **Ontario Hydro** undertakes to make available to those employees excluded under 1.0(c) and 1.0(d) an enhanced Redress Procedure for Management Function staff, which includes the right to representation of their choice, and as a final step in the process, to binding arbitration by an external third party acceptable to the employee and to **Ontario Hydro**.

13.0 Until the terms of a first Collective Agreement are reached, **Ontario Hydro** agrees to adhere to the terms and conditions of employment found in the existing Master Agreement, Subsidiary Agreements and Memoranda of Understanding with respect to the agreed upon bargaining unit. Applicable sections of the Manual of Human Resources Policies and Procedures will act as a supplement to the aforementioned joint documents.

14.0 Effective the first month following the date of ratification, **Ontario Hydro** shall deduct dues from each employee in the unit and remit this amount to The Society forthwith.

This Agreement was arrived at with the assistance of and under the auspices of George Adams as mediator.

(Signed by C. Cragg for W. Hirst [Society] and W. S. O'Neill [**Ontario Hydro**] November 13, 1991.)

## SCHEDULE A

### Memorandum of Understanding for a Framework Agreement

**Ontario Hydro** and The Society of **Ontario Hydro** Professional and Administrative Employees agree as part of the Voluntary Recognition Agreement to be bound by the following principles and practices and agree that the negotiation and operation of all Collective Agreements ensuing from the Voluntary Recognition Agreement will be in accordance with this memorandum unless otherwise mutually agreed.

#### 1.0 Society Interests vs. Corporate Interests

The object of this Agreement is to promote harmonious relations between employer and employees consistent with the preamble of the Ontario Labour Relations Act and in recognition of the need for the successful accomplishment of the public purposes for which **Ontario Hydro** has been established as set forth in the Power Corporation Act and enunciated in the Corporate Direction.

The objective of the parties is to facilitate the peaceful adjustment of salaries and benefits, working conditions, issues of fair treatment, all disputes and grievances, and to prevent inefficiencies and avoidable expenses and to reduce unnecessary delays.

**Ontario Hydro's** mission is to contribute to the enhancement of the quality of life of the people of Ontario by serving their energy needs. The Society's mission is to strive to ensure the best rewards, career opportunities and working conditions for its members. The Society recognizes a responsibility for providing an essential service to the people of Ontario and in working towards the continued viability and continuity of **Ontario Hydro** as the provincial electrical utility. Both parties recognize the fundamental importance of service to the Corporation's customers.

The parties recognize that situations may arise where their missions, objectives, or actions come into conflict. These conflicts may impact on the bargaining unit and particularly on supervisory employees represented by The Society. The parties agree that supervisors will be able to participate fully as members and perform supervisory responsibilities without fear of reprisal or recrimination by either party.

Provided nothing in this Framework Agreement is intended to interfere with the exercise of lawful economic sanctions by any member of the bargaining unit or bargaining units as the case may be or by The Society itself should either party to the Agreement elect to terminate Sections 4.0 and 5.0 of the Voluntary Recognition Agreement.

#### 2.0 Collective Agreement

The Collective Agreement between the parties will include Sections 1.0, 2.0, 3.0, 4.0, 5.0, 6.0, 8.0 of the Voluntary Recognition Agreement, in addition to Section 1.0 of Schedule A and the principles set out in Sections 3.0 to 7.0 as noted below.

### 3.0 Supervisory Employees - Code of Ethics

**Ontario Hydro** agrees to include supervisory employees in the bargaining unit on the condition that the parties recognize that supervisory employees will continue to exercise key functions in the control and operation of **Ontario Hydro**. As members of **Ontario Hydro's** managerial staff, supervisors use judgment to express and make operative the decisions of Management. They are responsible for fostering a healthy work environment. The parties recognize the responsibility of supervisors to discharge their supervisory duties in good faith. The Society and **Ontario Hydro** will identify, minimize and/or avoid the conflicts/perceived conflicts of interest that may arise concerning the relationship between supervisors, The Society and **Ontario Hydro**.

It is recognized that supervisory employees may be disciplined for failure to act in good faith as a representative of Management and fulfilling their responsibilities including abuse of supervisory position and breach of trust.

### 3.1 Grievance Procedure

The Collective Agreement will have a grievance procedure which will recognize:

- Access by either party for disputes arising from the administration of the Collective Agreement and from the application of Section 1.0. If such disputes proceed to arbitration, the arbitrator will consider the principles contained in Section 1.0.
- The role of supervisors in resolving disputes before they reach the formal procedure.
- That The Society agrees not to discriminate against supervisors who represent Management in Society grievances.
- That The Society will exclude supervisors directly involved in a particular grievance from the decisions on the referral of the grievance through the formal process.
- That supervisors will not act on behalf of The Society in matters associated with a particular grievance where the grievance has been lodged by another member(s) who reports to the particular supervisor.

### 4.0 Representation on Corporate Committees

The Collective Agreement will recognize the roles and responsibilities of appointees to committees and task forces, i.e., as a representative of Management on the one hand, and The Society, on the other. When an employee represented by The Society is appointed by Management, his/her responsibility is to Management. When he/she is appointed by The Society, his/her responsibility is to The Society. This role distinction should be made clear at the time of appointment. Notwithstanding the above, and in keeping with Section 3.0, Management will endeavour to appoint its representatives having regard to The Society's interests in effective representation.

### 5.0 Selection of Supervisors

The Collective Agreement will incorporate the existing practices for selecting the "best qualified candidate" in filling supervisory positions.

6.0 Membership in The Society

The Society agrees to permit members to withdraw membership in The Society.

7.0 Dues Deduction (Rand Formula)

The Collective Agreement will provide for Society dues, as prescribed by the Constitution, or an equivalent amount, to be deducted monthly (or more frequently if agreed) by **Ontario Hydro** by compulsory payroll deductions from all Society-represented employees and to be forwarded to The Society on their behalf with a list of appropriate employee information.

The Society confirms it will respect the provision of Section 47 of the Ontario Labour Relations Act with respect to bona fide religious convictions or beliefs.

(Signed by C. Cragg for W. Hirst [Society] and W. S. O'Neill [**Ontario Hydro**], November 13, 1991)

**APPENDIX X -  
RE: CONFLICT OF INTEREST – SECURITY STAFF**

February 24, 1995

Mr. C. Cragg  
President  
The Society of **Ontario Hydro**  
Professional and Administrative Employees  
Suite 630, 525 University Avenue  
Toronto, Ontario  
M5G 2L3

Dear Chris:

**Conflict of Interest - Security Staff**

This will confirm the intent of the internal and external confidential review/resolution process in Article 2, Subsection 2.4. This process does not deny the parties access to the grievance/arbitration process but recognizes that conflict of interest situations may require an alternate forum for resolution. The issues that may give rise to a conflict of interest between the duties and responsibilities of the Security Staff and their membership in The Society may involve sensitive and confidential security matters that would not be appropriate to the usual grievance/arbitration process. The parties may desire to deal with these issues *in camera* or with the immediate involvement of other representatives who are not usual participants in the grievance/arbitration process. The employee is entitled to Society representation in this process and in the event that the process is not successful or results in discipline or other actions directly affecting any of the parties, all parties would maintain the right to pursue these actions through the grievance/arbitration process.

(Signed by B. R. Story - February 24, 1995)



## **APPENDIX XII - GUIDELINES FOR APPLYING BURKETT OVERTIME AWARD**

As a result of continuing questions concerning the Burkett overtime award, The Society and **Ontario Hydro** have agreed to issue these guidelines to assist local representatives in interpreting this award.

Employees found eligible for compensation under this award are entitled to receive compensation equivalent to PWU overtime premiums for all overtime worked, retroactive to January 1, 1993. This entitlement applies to all PWU overtime premiums, including double-time Saturdays, double-time for all work performed outside of their first four clock hours after normal quitting time Monday to Friday inclusive and minimum payments for emergency and scheduled overtime. It does not apply to travel time outside of normal scheduled hours.

To determine compensation eligibility under this award:

First, determine which employees are eligible to receive the PWU equivalent overtime premium. A list of eligible employees should be developed locally using the statement of intent in Part A and the employee eligibility guidelines set out in Part B. Local Society representatives should be involved in developing the list of eligible employees to minimize the possibility of disputes.

Second, decide whether an employee deemed eligible in step one will be compensated with PWU equivalent overtime premiums on an ongoing or on an assignment-by-assignment basis. This decision is Management's prerogative. If the decision is made to compensate on an assignment-by-assignment basis, the guidelines set out in the statement of intent in Part A and the guidelines in Parts C and D should be followed to determine when an eligible Society-represented employee qualifies to receive the applicable PWU equivalent overtime premium. Local Society representatives should be involved in the development of local adaptations of these guidelines to ensure fair and consistent employee treatment and to minimize disputes.

### **Part A - Intent of the Award**

The intent of the award is to correct the internal "relativity rub" that arises when Society-represented staff are required to directly supervise or work beside PWU-represented employees performing overtime work in a field environment or facility while receiving less providential overtime provisions than these employees. It is not intended to address internal relativity problems other than those that specifically arise when members of both employee groups work overtime.

### **Part B - Conditions of Employee Eligibility**

1. The following conditions must be satisfied before an employee is eligible to receive award compensation:
  - a) An employee must work in a field environment/facility (= "field condition");
  - and
  - b) He/she must directly supervise or work beside PWU-represented employees (= "interface condition").
2. To meet the "field condition", an employee must be "directly involved in the operations, maintenance or construction of production, transmission, or distribution facilities".

3. "Head office" refer to non-production, non-transmission or non-distribution facilities and, as of January 1,1993, includes the following locations: 700 University, 393 University, Murray Street, College Park, Place Nouveau and the Atrium. When performing overtime work at these locations, employee do not meet the "field condition". Local Society and Management representatives should assess whether or not employees, when performing overtime work at other locations, meet the "field condition" on a case-by-case basis, by examining the nature of the employee's work in light of the statement of intent in Part A and the guidelines contained in this section. In the event of disagreements, the matter should be referred to the **JWP**.
4. Employees whose regular work headquarters are "field" locations (i.e., those *not* included under guideline #2 above) and who train PWU-represented staff meet the "field condition". Employees who satisfy this condition include those who work at the Orangeville C&D Centre and the Nuclear and Thermal training centres.
5. Employees whose overtime work at their regular work headquarters does not meet the "field condition" (e.g., head office staff) shall be deemed to meet this condition for overtime work performed at "field" locations when they directly supervise or work beside employees involved in the operation, maintenance or construction of production, transmission or distribution facilities (e.g., research, telecommunications or information systems work performed at stations).
6. Employees "work beside" PWU-represented staff if they work at the same time as PWU-represented staff on the same projects/task assignments and this is a normal feature of their work and necessary to carry out their job responsibilities (e.g., P&C Engineers). To determine employee eligibility in this regard, the nature of The Society-represented employee's job responsibilities, rather than the frequency of his/her actual contact with PWU-represented staff, should be the primary consideration.

### **Part C - Conditions That Trigger Award Compensation**

*(Management has the discretion to compensate employees who are deemed eligible under Part B above with the equivalent to PWU overtime premiums on an ongoing or on an assignment-by-assignment basis. If Management chooses to compensate on an ongoing basis, the sole condition that must be satisfied for award compensation to trigger is the eligible employee's performance of overtime work. If Management chooses to compensate on an assignment-by-assignment basis, then the guidelines below apply. NB. An individual guidelines does not stand alone: all conditions set out in this Part must be satisfied before an eligible employee qualifies for award compensation.)*

1. Both The Society-represented employee and the PWU-represented employee whom he/she supervises or works beside must be on overtime. Example: if a Society-represented employee who normally works days Monday to Friday works on a Saturday with a PWU-represented employee who is working on his/her normal scheduled shift (and does not work beyond the scheduled hours), The Society-represented employee does not qualify for award compensation.
2. Award compensation applies to the period of time when The Society-represented employee is "rubbed" by an unfavourable overtime premium differential. Example: if a Society-represented employee who normally works days Monday to Friday works on a Saturday from 7:00 a.m. to 3:00 p.m. with a PWU-represented shift employee (for whom the Saturday is a scheduled work day) whose shift ends at 7:00 a.m. but who continues to work (on overtime) until 3:00 p.m., The Society-represented employee qualifies for double-time from 11:00 a.m. until 3:00 p.m., i.e., when the PWU-represented employee received double-time for overtime work.

3. The presence of a Society-represented employee for the overtime in question must be necessary for the work to progress (i.e., if the employee was not there, then the task could not proceed). In most cases, this condition is met if the other conditions set out in the Part are also satisfied.
4. A direct supervisory or “working beside” interface must exist between Society-represented and PWU-represented employees during the overtime in question. The mere presence of a PWU-represented employee on overtime at the same location and at the same time as a Society-represented employee is working overtime does not trigger the award. Example: if a number of eligible Society-represented supervisors work overtime at the same time as PWU-represented employee works overtime, only the supervisor to whom the PWU-represented employee reports during the overtime in question qualifies for award compensation.
5. This, however, does not preclude another Society member who is not a supervisor but meets the “working beside” criteria from receiving this compensation.

#### **Part D - Clarifications**

1. Even if only one PWU-represented employee is on overtime for a particular assignment, and the other (PWU-represented) members of his/her crew or task group are not, assuming the other conditions are met, The Society-represented employee on overtime with him/her qualifies for award compensation.
2. Normal shift turnover work of less than 30 minutes does not qualify for coverage under this award, but rather is compensated in accordance with Article 62 (“Shift Turnover”) in the Collective Agreement. Shift turnover work of 30 minutes or longer performed outside of normal working hours, however, as well as work other than shift turnover work an employee is required to perform prior to normal starting time are eligible for compensation under this award provided that: a) the employee directly supervises or works beside a PWU-represented employee; and b) both are on overtime; and c) an overtime premium rate exists.

(Dated February 28, 1994)

## APPENDIX XIII - CLARIFICATION NOTES FOR ARTICLE 74

### Purpose of These Notes:

- To clarify the contractual language in Article 74 to reflect the intent of the parties during negotiations.
- To permit clarifications to be understood for use during the contingency planning process.
- These notes do not alter or amend Article 74 but should be added to the Article.

### Clarifications:

#### 1. Section 74.2

- a) Should the parties, as outlined, be unable to come to joint agreement on whether work is essential, then a decision will be made by a jointly agreed to third party. This person may be internal or external to OPGI, and will make a decision within 6 hours of the dispute referral by either party. Decisions made by the third party will be binding for the purposes of work assignment. This decision may be subject to the grievance process at a later date.

The third party will be *George Adams*.

- b) It was the intent of this Section that requests to employees to accept essential work assignments will contain as much information about the assignment as possible, such as work location, training schedules, etc. It is expected that Management will request work assignments as close to employee home locations as possible.

#### Section 74.2 and 74.4

Within these Sections, the assignment of work occurs when an employee accepts Management's request for an essential work assignment and any training, if required. All agreements and legislative conditions with respect to work refusal on the grounds of health and safety, etc., continue to apply under this Article.

#### Section 74.4

One possible situation under this Section may be when there are outstanding essential work assignments once the pool of available and qualified ESR and MF staff has been exhausted and Society-represented employees acceptances have been received. In this emergency situation, Management will assign essential work to Society-represented employees who either have or will obtain the appropriate skills and training. This clarification was necessary because both parties recognize the legal obligations of OPGI to ensure essential work is carried out. Management will also take into account personal circumstances before assigning work under this particular emergency situation. Normal Management rights apply to these work assignments.

Signed December 21, 1995:

Mario Germani  
President Asst.  
The Society

Eric Preston  
Vice President  
Labour Relations

**REVISED TEMPLATE FOR LETTER REQUESTING A  
SOCIETY-REPRESENTED EMPLOYEE TO  
ACCEPT AN ESSENTIAL WORK ASSIGNMENT**

Employee Name \_\_\_\_\_

Date \_\_\_\_\_

**Request to Perform Essential Work**

The Business Unit Name and Society Unit Director have now completed their assessment of work required to maintain essential services should the Power Workers' Union (PWU) withdraw the services of its members following expiry of the current Collective Agreement.

Based on your background and experience, OPGI is asking you to perform essential work as follows:

Location: \_\_\_\_\_

Position: \_\_\_\_\_

The exact commencement date of this assignment is dependent on the outcome of negotiations between the PWU and OPGI.

The training, if required, for this position will be provided as follows:

Location: \_\_\_\_\_

Time: \_\_\_\_\_

Please complete the form below and return this letter to your supervisor within 1 week from the date of the request.

You will be contacted by Contingency Planning Contact or their designate, who will provide you with information about the assignment, compensation, working conditions, expenses and any details associated with training. A copy of the relevant portions of the OPGI /Society Collective Agreement is attached for your reference.

R2 signature \_\_\_\_\_

cc Human Resources

I accept the assignment

I wish to request a change to this assignment

I do not wish to volunteer for this assignment

**TEMPLATE FOR LETTER ASSIGNING  
ESSENTIAL WORK TO  
SOCIETY-REPRESENTED EMPLOYEE**

Employee Name \_\_\_\_\_

Date \_\_\_\_\_

Assignment to Perform Essential Work in an Emergency

The Business Unit Name and Society Unit Director have now completed their assessment of work required to maintain essential services should the Power Workers Union (PWU) withdraw the services of its members following expiry of the current Collective Agreement.

Based on your background and experience, OPGI is assigning you to perform emergency essential work, due to insufficient resources, as follows:

Location: \_\_\_\_\_

Position: \_\_\_\_\_

The exact commencement date of this assignment is dependent on the outcome of negotiations between the PWU and OPGI.

The training, if required, for this position will be provided as follows:

Location: \_\_\_\_\_

Time: \_\_\_\_\_

If, for extenuating personal circumstances, you want to request a change to this assignment, efforts will be made to try to accommodate your request.

You will be contacted by Contingency Planning Contact or their designate, who will provide you with information about the assignment, compensation, working conditions, expenses and any details associated with training. A copy of the relevant portions of the OPGI /Society Collective Agreement is attached for your reference.

R2 Signature \_\_\_\_\_

cc Human Resources

## APPENDIX XIV - SIDE LETTER

December 4, 1998  
Mr. John Wilson, President  
The Society of [Ontario Hydro](#) Professional  
and Administrative Employees  
525 University Avenue, Suite 630  
Toronto, Ontario  
M5G 2L3

Dear Mr. Wilson:

This will confirm certain understandings reached during collective bargaining, concerning the Pension Plan:

- a) The employees represented by The Society constitute a separate class within the [Ontario Hydro](#) Pension Plan;
- b) The committee established as a result of the Memorandum of Settlement for the 1997-1998 Collective Agreement shall continue to have access to reasonable pension plan and pension fund information, which shall include reasonable information related to the allocation and transfer of pension funds from the [Ontario Hydro](#) Financial Corporation Pension Plan to a successor pension plan as contemplated by S. 100 of the Energy Competition Act. Prior to its publication, the committee will review any brochure, which provides a summary of the pension plan and any specific provisions and entitlements of The Society pension class;
- c) In the event of a division of the [Ontario Hydro](#) Pension Plan into two or more successor pension plans, the provisions of this letter are applicable in respect of each successor pension plan.
- d) The employer confirms it remains responsible in respect of all rights and. benefits under Article 50 of the Collective Agreement.

Yours truly,  
Steve Strome  
Vice President, Labour Relations  
Corporate Human Resources

## **PART XIII - LETTERS OF UNDERSTANDING**

### **#1 Re: Compensation and Working Conditions - Essential Duty Assignments**

It is agreed that the following provisions will govern the compensation and working conditions applicable to Society-represented staff who are assigned essential service duties.

#### **1.0 General Provisions**

- 1.1** All policies and practices and terms of the Collective Agreement which normally apply to Society-represented staff will continue to apply during a strike/lock-out unless modified, replaced or set aside in accordance with this Agreement.
- 1.2** All employees, including employees not assigned to work of another bargaining unit, will continue to receive their normal pay rate, including performance standing, for their regular job.
- 1.3** For those employees who normally work shifts, all existing shift schedule arrangements, including time-balanced schedules, will be suspended from the date the work stoppage commences until the work stoppage ends. Compensation treatment will be equitable for all employees assigned to essential duties during the work stoppage.
- 1.4** All employees assigned to essential duties will be compensated based on a 35-hour work week. As a minimum, employees will continue to receive pay equivalent to their normal base earnings. For employees whose rate is normally based on a 37.5-hour or 40-hour week, a premium of 0.5 times the hourly rate will apply after 35 hours in a week until their normal hours of work (i.e., 37.5 or 40) is reached. Overtime beyond this will be compensated at the appropriate overtime rate.  
  
A positive time balance will be paid at the termination of the essential service assignment and a negative time balance will be written off.
- 1.5** For situations involving the crossing of picket lines, refer to Article 77 of the Collective Agreement ("Crossing Picket Lines of Other Unions").

#### **2.0 Compensation - General**

##### **2.1 Scheduled Work on Weekdays**

- 2.1.1** Employees assigned to essential work will be compensated at straight time rates for the first seven (7) hours of work. The following seven (7) hours worked shall be compensated at time-and-one-half subject to treatment for employees normally working 37.5 or 40 hours a week as outlined in Section 1.4.



- 2.1.2** All hours worked in excess of fourteen (14) continuous hours shall be compensated at:
- a) double-time; or
  - b) straight time plus an hour off for each hour worked in excess of fourteen (14) hours.

**2.2 Scheduled Work on Saturdays, Sundays, and Statutory Holidays**

- 2.2.1** All employees assigned to work shifts and scheduled to work on Saturdays and Sundays will receive straight time pay for the first seven hours worked as part of a normal scheduled work week.
- 2.2.2** All employees assigned to work shifts will receive straight time pay for the first seven hours worked on a statutory holiday as part of their normal scheduled work week. One hour off for each hour worked up to the statutory holiday credit (seven hours) will be given at a later date acceptable to the employee and Management.
- 2.2.3** The appropriate shift allowances as per Article 59 (“Shift Work [M&P, TMS, TS, OSS]”) and Article 60 (“Shift Work [FM&P]”) will be paid to all employees required to work shifts.

**2.3 Overtime Worked on Saturdays, Sundays and Statutory Holidays**

- 2.3.1** Employees shall be compensated at time-and-one-half for the first fourteen (14) hours worked on a Saturday.
- 2.3.2** Employees shall be compensated at double-time for the first fourteen (14) hours worked on a Sunday.
- 2.3.3** Employees shall be compensated at double-time for the first fourteen (14) hours worked on a statutory holiday. In addition, one hour off for each hour worked up to the statutory holiday credit (seven hours) will be given at a later date acceptable to the employee and Management.
- 2.3.4** All hours worked in excess of fourteen (14) hours on a Saturday, Sunday or statutory holiday will be compensated at:
- a) double-time; or
  - b) straight time plus an hour off for each hour worked in excess of fourteen (14) hours.

**2.4 Time Off in Lieu**

Employees may choose to be compensated in money, paid time off, or a combination of both for overtime worked while assigned to essential work. Scheduling of time off will be subject to agreement of the regular supervisor following the end of the work stoppage.

**3.0 Travel Time**

All travel time except time spent in travel when called out for any emergency overtime, will be compensated at straight time. Travel time for emergency overtime will be considered as overtime.

#### **4.0 Expenses**

- 4.1 Reimbursement will be made for appropriate out-of-pocket expenses incurred as a result of undertaking assignments during a strike situation. As such employees should not profit from reimbursement of expenses. Appropriate expenses include, but are not limited to, travel, meals, accommodation, cancellation of vacations, increased child care, and damage or loss of private property.
- 4.2 Expenses incurred during a temporary assignment will be submitted to the temporary supervisor for approval.

#### **5.0 Essential Work Rating Scale**

- 5.1 The Essential Work Rating Scale set out in Attachment A forms part of this Letter of Understanding and will be updated by the **Joint Working Party**, prior to application.

(Signed by Brian Story, Co-Chair for **Ontario Hydro** Management and Chris Cragg, Co-Chair for Society, dated June 27, 1994.)

## ATTACHMENT A

### Essential Work Rating Scale

#### (A) WORKING CONDITIONS

Employees who are assigned to essential work will automatically receive credit for this factor. It is assumed the individual will be subjected to pressures, demands or unfavourable/hazardous working conditions which deviate significantly from the norms of the regular position. Employees/supervisors whose work responsibility will increase significantly as a result of a work stoppage may be assigned to special duties by their respective line management.

Payment per Day: \$30.00

#### (B) SHIFT ASSIGNMENT

Employees who are assigned to work a shift schedule will automatically receive credit for this factor for each day they work the shift schedule.

Payment per Day: \$30.00

#### (C) SPECIFIC ALLOWANCES

The following allowances are to compensate for situations where employees are required to perform essential work under specific working conditions.

An employee can receive compensation for only one of the following allowances.

##### **24- Hour Availability**

An employee who is required or elects to remain at a designated place, other than home (e.g., motel) in readiness to proceed immediately to the work location on a 24-hour basis.

Hours worked by an employee are included in this 24-hour period.

Payment per Day: \$46.00

OR

##### **Remaining at Ontario Hydro Facilities on 24-Hour Basis**

An employee is required to remain/live at the work location for a 24-hour period.

Payment per Day: \$120.00

### **On-Call Service**

An employee is permitted to remain at home following his/her scheduled work but is required to be available to work outside normal working hours.

(Reference: Article 56 - "On-Call Service")

Note: Employees who are required to live at the work location on a continuing 24-hour basis and will be paid for only those hours worked plus the applicable allowances.

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## LETTER OF UNDERSTANDING

### **#8 Re: Need for Flexibility and Appropriate Compensation for the Control Room Shift Supervisor (“CRSS”), Control Room Shift Operating Supervisor (“CRSOS”), Authorized Training Supervisor (“ATS”), Unit 0 Training Specialist (“U0TS”), Operations Specialist 1 “OS1” and Shift Supervisor in Training (“SSIT”) positions**

The parties acknowledge a mutual interest in Bruce Power’s ongoing compliance with regulatory and licensing requirements, the need to maintain and develop the numbers of authorized nuclear operations and training staff, and the need to provide fair and appropriate salary relativity as between PWU represented nuclear operating staff and Society-represented positions carrying out authorized training and supervisory functions. Recognizing both the need for flexibility and appropriate compensation for the Control Room Shift Supervisor (“CRSS”), Control Room Shift Operating Supervisor (“CRSOS”), Authorized Training Supervisor (“ATS”), Unit 0 Training Specialist (“U0TS”), Operations Specialist 1 “OS1” and Shift Supervisor in Training (“SSIT”) positions, the parties agree to the following:

- 1.0 Prior to the implementation of all the provisions set out below, all Society authorized staff who are currently paid from Salary Schedule 1 and are scaled up to 40 hours per week, will move to Salary Schedule 11 on a point-to-point basis.
- 2.0 Effective January 1, 2003, the monthly bonus paid to CRSSs and CRSOSs under LOU #84 will be increased to 14% of base annual pay (based on 52.1786 weeks per calendar year) and made pensionable. Employees selected to the CRSS and CRSOS positions during a calendar year will receive the monthly bonus in the month they commence work in these classifications, pro-rated to the nearest full week worked. No employee currently licensed as a CRSS or CRSOS shall be required to surrender their authorized status unless they fail to maintain their license, voluntarily elect to surrender their license, or voluntarily move to a position where management does not agree to maintaining of authorization status. The bonus will be paid on a monthly basis on the first pay-period in the month.
- 3.0 Effective January 2, 2003, the positions of Authorized Training Supervisor (“ATS”), Operational Specialist 1 (“OS1”), and CRSOS positions will be re-classified from MP5 on Salary Schedule 11 to a struck rate of MP6 on Salary Schedule 11. A single MP6-rated job document will be developed to combine the duties and responsibilities set out in the ATS, OP1, CRSOS and Shift Outage Manager (“SOM”) positions into one job document. All current incumbents in those positions shall receive a point-to-point increase to their performance pay standing, retroactive to January 2, 2003. The bonus paid to ATS who were formerly authorized (see LOU #99) will be deleted from the Collective Agreement.
- 4.0 Effective January 2, 2003, the Unit 0 Training Specialist (“U0TS”) position will be reclassified from MP4 on Schedule 11 to a struck rate of MP5 on Salary Schedule 11. All current incumbents will receive a point-to-point increase to their performance pay standing, retroactive to January 2, 2003.

- 5.0** For the purposes of performance pay eligibility, the CRSS position shall not be limited to 100%, but Article 20.1(b) of the Collective Agreement will apply to 104% of the pay scale. All current incumbents in the CRSS position shall receive a 4% increase to their performance pay standing, retroactive to January 1, 2003. CRSOS and CRSS will no longer be eligible for normal turnover pay.
- 6.0** Shift Supervisor in Training (“SSIT”) Role
- 6.1** Due to the current shortage of licensed Authorized Nuclear Operators, Bruce Power is currently unable to release ANO and ANOIT employees to full-time Society vacancies due to the fact that such employees are required to maintain their authorized status (and thereby remain within the PWU) in order to work in the nuclear control room. The parties acknowledge the following shared interests:
- The attraction of the best candidates to the SSIT program.
  - Re-establishing an appropriate pay relativity between the employees in the Authorized Nuclear Operator training program (“ANOIT”) and employees on the Shift Supervisor In Training (SSIT”) program.
  - Maintaining the morale of employees currently on the program.
  - Making the SSIT program a desirable career path for staff to aspire to.
- 6.2** Bruce Power hereby acknowledges and reaffirms that the Society has bargaining unit jurisdiction over all employees participating in the SSIT program. The Society acknowledges that the employees currently in the Authorized Nuclear Operator (“ANO”) position or on the ANO training program (“ANOIT”) are suitable candidates for the SSIT program. Article 6.3 below is designed to provide a clear access to the SSIT program for employees classified as ANO’s and currently represented by the Power Workers Union, while ensuring that the Society maintains jurisdiction over the SSIT program.
- 6.3** In order to permit ANO employees to retain their license to operate the panel in a nuclear control room, the Society agrees to permit ANO’s to begin training on the SSIT program and remain classified as ANOs within the PWU jurisdiction, up to the point the ANO commences the co-piloting stage of SSIT progression. During such period, the ANO will continue to be represented by the PWU with respect to all labour relations issues, and Bruce Power will remit dues to the Society on behalf of each ANO on the SSIT program.

- 6.4 The Milestones for Progression as established in LOU #84 of the Collective Agreement shall be amended and increased retroactive to January 2003 as follows:**
- I. SSIT assigned to the Shift Advisor Technical Support (“SATS”) role will be paid a minimum of 86% MP4, on Salary Schedule 11.**
  - II. Candidates will receive a 4% increase to their performance pay standing when starting Science Fundamentals.**
  - III. Candidates will receive a 5% increase to their performance pay standing and move to the MP5 scale when starting Level 2 and Specifics.**
  - IV. Candidates will receive a 5% increase to their performance pay standing when starting SS Supplemental training.**
  - V. Candidates will receive a 4% pay increase when starting Simulator training and Co-Piloting.**
  - VI. Candidates will receive a 5% pay increase and move to the MP6 salary band when certified by the CNSC. Minimum pay for certified CRSS will be 97% MP6 on Salary Schedule 11.**
- 6.5 The Milestones for Authorization Bonus Payments shall be as follows, and shall have retroactive application to January 2, 2002 for all current SSIT candidates, and for any CRSS on the SSIT program as of January 2, 2002:**
- I. Candidates will receive a bonus of \$2,500.00 each time Science Fundamentals are successfully written.**
  - II. Candidates will receive bonus of \$7500.00 each time both the CNSC specific exam and simulator exam are successfully completed.**
  - III. Candidates will receive a bonus of \$2,500.00 each time the SS Supplemental exam is successfully written.**
- 6.6 In recognition of the many unpaid hours candidates must devote to their studies, candidates will be granted 2 weeks paid vacation upon successful completion of the SSIT certification/re-certification program. This payment is made each time a certification program/re-certification program is completed. The individual may elect to take this vacation entitlement in time or as pay.**

- 6.7** The table attached as Appendix “A” to this agreement outlines the wage progression of individuals moving through the stages of the program. Maintenance of wage rates achieved is dependent upon the employee continuing in the SSIT program. If the individual withdraws from the program prior to achieving CRSS status, their rate of pay will revert to the salary standing they had achieved immediately prior to commencement of the program. Employees entering the SSIT program at a rate of pay higher than 86% MP4 will remain at their individual performance pay standing until such time as they reach a milestone rate that is in excess of their individual performance pay standing. (e.g., Employee commencing the program at 90% MP4 receives no increase until he or she commences Level 2 Specifics). During the period of time the individual is on the SSIT training program they will be removed from the performance pay plan and their performance pay standing will be adjusted as per Article 6.4 above.
- 6.8** It is agreed that candidates in the SSIT program will normally spend no longer than one year in the SATS role before starting classroom training in preparation for writing the Science Fundamentals exam.
- 7.0** In consideration of the compensation changes made above, it is agreed that:
- a) The CRSS, CRSOS, UOTS, ARTS and OS1 classifications will not be eligible to payments under Article 65 – Relief.
  - b) Article 67 – Purchased Services Agreement – is suspended with respect to work performed by the UOTS, ATS and OS1 classifications. The Employer will pay dues to the Society on behalf of any individuals performing the work of UOTS, ATS and OS1 employees under a PSA.
  - c) The requirement to obtain agreement for rotations by ANOs within the Society’s jurisdiction for ATS, UOTS and OS1 classifications (see Business Unit Mid-Term #14) is suspended.
  - d) CRSSs and CRSOSs may be rotated into training positions. Management will first seek volunteers to fill these rotations. In addition, management positions such as Shift Managers may be rotated into the ATS position in order to provide a mentoring, testing and evaluation role for shift managers or shift supervisors.
  - e) Letter of Understanding #99 will be amended to include the following proposed shift: “8 or 10 hour shifts which start at or after 12 noon and finish at or before 12 midnight”. When shift coverage is not required for direct employee training, UOTS/ATS may revert to normal day shift hours (8:00 a.m. – 4:00 p.m.). It is understood that this shift will not be implemented unless it is previously agreed to and implemented by the employees in the PWU.
- 8.0** With respect to Article 7(b) and 7(c) above, for the purposes of dues tracking and administration the Employer agrees to notify the appropriate Society Unit Director in writing of any and all rotations of PWU-represented employees, or employees working under a purchased services agreement, in the UOTS, ATS and OS1 positions. Such notice must set out the name of the employee filling the rotational or PSA assignment and the expected duration of the assignment. It is agreed that normally at least 51% of the staff carrying out the functions of the ATS, UOTS and OS1 positions will be permanent Society staff.



- 10.0** The parties agree to form a joint team Authorized Issues Team (“AIT”) comprised of two members appointed by the Society and two members appointed by Management. Commencing no later than April 1, 2003, the joint team will meet on a quarterly basis to discuss issues relating to the delivery of authorized training, the ratio of permanent Society positions to rotations, ongoing pay relativity between PWU and Society-represented authorized staff, and any other issues related to implementation and administration of this LOU.
- 11.0** It is understood that the proposed 14% bonus for CRSS and CRSOS employees outlined in Article 2 above is based in part on the requirement to complete 192 training hours per year. Should there be an increase in required training hours the CRSS and CRSOS bonus will be reviewed accordingly.
- 12.0** Except as expressly modified herein, all relevant provisions of the Society’s Collective Agreement shall continue to apply.
- 13.0** This LOU operates until December 31, 2004 and shall continue thereafter on a bi-annual basis, subject to 90 days cancellation by either party not before December 31, 2004.
- 14.0** Both parties agree to recommend ratification of this letter of understanding to their respective principals. Such ratification will occur as soon as practicable.

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**D. Galvin**  
For Bruce Power

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**R.G. Sheppard**  
For The Society

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**Date**

Appendix A

<b>SSIT STEP</b>	<b>DESCRIPTION</b>	<b>MP SCALE</b>
<b>1</b>	<b>SATS</b>	<b>86% MP4 Minimum</b>
<b>2</b>	<b>SCIENCE FUNDAMENTAL START</b>	<b>90% MP4 4% raise</b>
<b>3</b>	<b>LEVEL 2 SPECIFICS START</b>	<b>89% MP5 5% raise</b>
<b>4</b>	<b>SUPPLEMENTAL START</b>	<b>94% MP5 5% raise</b>
<b>5</b>	<b>SIMULATOR COPILOT START</b>	<b>98% MP5 4% raise</b>
<b>6</b>	<b>CRSS</b>	<b>97% MP6 5% raise</b>

## LETTER OF UNDERSTANDING

### #9 Re: Expediting Redeployment Grievances and Arbitrations

The undersigned Parties agree as follows:

#### Complaint and Grievance Procedure

1. This Agreement applies to grievances arising from the administration of Employment Continuity provisions of the Collective Agreement (Article 64.1.2), including the redeployment process in each Unit of Application, non-selection to positions in the mix and match and non-selection of employees entitled to priority placement in the search/notice period, and to decisions of JROTs.
2. Except as specified in this Agreement, all provisions and practices established in relation to the Complaint and/Grievance/Arbitration Procedure apply to these grievances.
3. An employee's complaint must be submitted no later than 20 working days after completion of the Mix and Match, e.g., final approval of the JRPT Second Report or equivalent, the JROT decision, or the selection process that includes the decision he/she feels is unfair.
4. At Step 1 of the grievance procedure, The Society will submit complaints within the scope of this Agreement to the relevant JRPT, JROT, and/or line management through **Human Resources Management** and The Society will be given 10 working days to attempt to resolve the grievance. The Society's position on the grievance is not prejudiced by that of Society members of JRPTs or JROTs.
5. Failing resolution at Step 1, The Society may advance the grievance to Step 2 of the grievance procedure within a further 10 working days.
6. The Parties will appoint regular and backup members to at least one Standing Redeployment Grievance Team, which will act as a Second Step Grievance Committee according to the terms of the Collective Agreement. The Committee will meet within ten days of a grievance being filed to attempt to resolve the grievance.
7. Failing resolution at Step 2, The Society may refer the grievance to arbitration within 20 working days. The Parties will designate and retain one arbitrator for grievances under this Agreement.

#### Arbitration

8. The parties will review case by case the appropriateness of the following expedited arbitration process for grievances arising from the Expedited Redeployment Grievance process.
9. Mr. Joseph W. Samuels, or another arbitrator acceptable to the parties, will be retained as arbitrator for Employment Continuity grievances and he will be asked to deal with agreed-upon cases according to the terms of point 10, below. The arbitrator shall control the proceedings and retain jurisdiction to require further submissions of fact or argument as he deems necessary to determine the matter.
10. The expedited arbitration process will require the following:
  - Each grievance can be heard on one day, more than one grievance may be scheduled per day subject to the arbitrator's direction.

- The parties will prepare and sign a Joint Statement of the facts giving rise to the dispute, the facts in dispute (to the extent practicable), and any agreement as to the issues to be decided by the arbitrator. The Joint Statement must be developed prior to scheduling the hearing date.
  - Each party will present three copies of a Case Statement at the outset of the hearing. The Case Statement will state the issues to be determined, the facts on which the party relies, and a summary of the position of the party, supported by documentary exhibits and references to the Collective Agreement, jurisprudence or other authorities.
  - Witnesses may be called where the arbitrator rules that there is a material factual dispute and determines which parts of the evidence sought to be called appear relevant and material to the determination of the grievance. Witnesses will be under oath and subject to examination and cross-examination.
  - Oral argument will be limited to the position of the party set out in the Case Statement and the rebuttal of the other party's argument.
  - The arbitrator will determine the matter as soon as possible, with a written decision issued to the parties within ten working days of the hearing date. Failure to meet a time limitation under this process will be deemed a technicality that does not invalidate the proceedings or the award.
11. Where the parties do not agree that a case is appropriate for this procedure, it will be dealt with by the same arbitrator as a conventional referral to arbitration.

(Signed by B. R. Story and M. Germani - June 13, 1995)

## LETTER OF UNDERSTANDING

### **#14 Re: Hours of Work for Field Management and Professional (FM&P) Staff**

The undersigned Parties agree to the following changes to hours of work for Society-represented FM&P staff affected by the 1995-98 EPSCA agreements. The assignment of employees to the provisions under this Agreement will be done by Management on a project-site basis.

1. All relevant policies and agreements, including Article 69, which apply to employees will continue to apply unless specifically stated otherwise in this Agreement.
2. Normal hours of work shall consist of forty hours per week, worked between Monday and Friday, on the following terms:
  - a) Normal hours of work may be scheduled as 5 days by 8 hours/day or as 4 days by ten hours/day either Monday – Thursday or Tuesday – Friday, but not concurrently on the same project.
  - b) Each project site will notify The Society Unit Director of the hours of work that the site has elected to work (4 days by 10 ours/day or 5 days by 8 hours/day). Normal hours of work will be established for a minimum period of thirty (30) days. If a project site intends to change the normal hours of work, a minimum of fifteen (15) days written notice shall be sent to the Unit Director.
  - c) Day Work  
  
The standard start-time for the day work shall be 8:00 a.m. with a possible one hour variance either way.
  - d) Shift Work  
  
Shift work assignments shall be in accordance with Article 60.
3. Collective Agreement provisions for time off shall apply except as modified for the following Special Circumstances:  
  
On 10-hour day/shifts the following items will be credited for pay purposes on an hour-for-hour basis:
  - i) Vacation
  - ii) Floating Holidays
  - iii) Sick Leave
  - iv) Leave of Absence/Unpaid Time Off
  - v) Travel Time

- vi) Medical and Dental Consultations – Periods of less than four hours shall not be deducted from sick leave credits.
  - a) In the application of the above-noted items (i), (ii) and (iii), a “day’s” entitlement will mean eight hours, i.e., a 10-hour day/shift will constitute one day and two hours deducted from credits.
  - b) When an employee is scheduled to work a 10-hour day/shift and one of the under-noted conditions occurs, a “day” will be considered to be 10 hours.
    - i) Jury duty and attendance at court
    - ii) Funerals
    - iii) Moving Day
    - iv) Time Charges for Attendance at Delegates’ Council and meetings of The Society’s Board of Directors.
  - c) On a 10-hour day/shift, basic statutory holiday and special time off provisions remain unchanged in that time off and pay entitlements will continue to be calculated on an eight-hour basis. Staff shall be given the opportunity to recover two hours when a statutory holiday falls on a scheduled 10-hour day/shift and the employee is not given the opportunity to work. Such hours shall be worked at straight time and shall be scheduled by mutual agreement between the employee and his/her supervisor.
  - d) On a 10-hour day/shift, authorized overtime beyond 10 hours work on scheduled workdays and all hours worked on scheduled days off shall be compensated in accordance with the overtime provisions of the Collective Agreement (Article 57).
- 4. Any local modification to the conditions surrounding the scheduling of normal hours of work shall be by mutual agreement according to the terms of Article 70.
- 5. General Foremen, Supervising Field Technicians, and Field Engineers who are redeployed as a result of Article 64 will do so on the following terms:
  - a) The Unit of Application shall be OPGI-wide.
  - b) The Parties agree to formation of a standing JRPT to expedite occasional or ongoing redeployment of the above.
- 6. This Agreement operates until December 31, 2000 and shall continue thereafter subject to 90 days written notice of cancellation by either party not before October 1, 2000.
- 7. This Agreement is without prejudice to either Party’s position, and does not create a precedent, in respect of the fairness or appropriateness of any future unit of application, rights relating to hours of work, or any other matter.

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J. Wilson  
For The Society

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S. Strome  
For OPGI-Nuclear

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Date

## LETTER OF UNDERSTANDING

### #15 Re: Article 20.1(b) Performance Pay Grievance Process

1. This process applies to individual Complaints and Grievances arising under Article 20.1(b) of the Collective Agreement. Except as modified by this Agreement, the provisions of Article 16 of the Collective Agreement continue to apply.
2. Time limits for filing a Society Complaint under Article 20.1(b) expire 30 working days from the later of
  - a) January 1 of the year for which the pay increase is sought, or
  - b) The date on which the employee should reasonably be aware of performance pay standing for the year in which the pay increase is sought.
3. At Step 1, line management and The Society advocate for each grievor should undertake a fact-finding review and attempt to resolve the Complaint, in accordance with the principles of the Performance Pay Plan.
4. The Society may advance unresolved Complaints to Step 2 as grievances in accordance with Article 16. The parties shall appoint a corporate Step 2 Committee consisting of a Management representative and a Society representative, to review and attempt to resolve grievances based on the criteria in Paragraph 3 and the submissions of line management and The Society advocate, with support from HR Client Services and Society Staff. It is intended that the Committee will schedule multiple grievances to be heard at each meeting. A consensus decision of the Team shall be final and binding.
5. If the Team cannot reach consensus, The Society may advance the grievance to arbitration as per Article 16.
6. Unless otherwise agreed to, the payment of any performance increase approved under this process shall be retroactive to January 1 of the year for which the performance increase is being sought.

(Signed by Lorraine Irvine for **Ontario Hydro** and Edik Zwarenstein for The Society, July 15, 1996)

LETTER OF UNDERSTANDING

**#19 Re: First Line Management Supervisory Positions (TMS)**

The parties agree to maintain commitments with respect to the jurisdiction of First Line Management Supervisory positions (TMS) as set out in the following Letter of Understanding, which is in other respects terminated as complete:

- a) Implementation of the Retail Systems Agreement (August 16, 1995).
- b) Interim agreement on the Reclassification of Hydroelectric BU TMSs (January 30, 1996).
- c) The Implementation of the Grid System Agreement on TMS (January 30, 1996).
- d) The Reclassification of the Heavy Water & Support Services Division (HWSSD) Trades Management Supervisors (TMSs) and Trades Supervisors (TSs) (December 3, 1997).
- e) Fossil Business Unit Local Agreement on Implementation of Requisite Organization (November 19, 1996).

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J. Wilson  
For The Society

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S. Strome  
For OPGI-Nuclear

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Date



## LETTER OF UNDERSTANDING

### #20 Re: Incentive Plan

Without prejudice and without creating a precedent regarding any other matter, the undersigned parties agree to continue, on a trial basis, the Incentive Pay Plan ("the Plan") with the following elements:

1. Payments made under the Plan are over and above other forms of compensation for employees (i.e., it is a "top hat" plan). A third party (e.g., an interest mediator-arbitrator) cannot factor in the Plan in determining the award on monetary issues during collective bargaining.
2. The Plan will be put in place on a trial basis and will cover the period from January 1, 1999 until December 31, 2000, unless otherwise agreed. At the end of this period, the parties will conduct a joint experience review of the concept and the measures used to determine payout eligibility under this Plan. The concept and the measures will be freshly negotiable during the next round of Collective Agreement renewal bargaining.
3. Payouts made under the Plan will be distributed as universal (i.e., OPGI-wide) equal dollar payments to all Society-represented employees.
4. Paragraphs 5 to 11 apply to the operation of the Plan in 1999. By December 1, 1999, the parties will establish a joint committee to address issues associated with the design, operation and implementation of the Plan, including performance criteria, for the year 2000.
5. The measures used to determine payout eligibility under the Plan in 1999 shall be:
  - **Net Income Before Financing Charges ("modified net income")**, defined as "total revenues less the sum of OM&A, fuel including power purchases and water rentals, variable used nuclear fuel disposal provisions and proxy property tax adjustments during 1999". This measure is also known as Earnings Before Interest, Taxes, Depreciation and Amortization (EBITDA).
  - **Accident Severity Rate (ASR)**, defined as "number of days lost or charged due to accidents (temporary total disabilities, permanent disabling injuries and fatalities) per million hours worked from July 1, 1999 to December 31, 1999".
  - **Y2K Readiness**, defined as "no Y2K induced disruption of electricity supply to customers related to that portion of the Bulk Electricity System associated with OPG".
6. The measures used for 1999 apply across OPGI (i.e., to both nuclear and non-nuclear portions of the company).
7. The targets for 1999 are as follows:
  - Modified Net Income
    - The minimum or threshold target shall be a 1.25% improvement over the 1999 business plan goal. This minimum must be achieved to generate funding for the plan.
    - The optimum target shall be a 2.5% improvement over the 1999 business plan goal.
    - The exceptional target shall be a 5% improvement over the 1999 business plan goal.
  - The target for the ASR measure is 28 days for the last six months of 1999.
  - Y2K readiness is a critical measure that is either attained or not.

8. Modified Net Income results will be subject to independent auditing.
9. Payouts made under this Plan for 1999 are contingent on achieving Y2K readiness.
10. Payouts made under this Plan for 1999 will be reduced by 40% if the ASR target is not met.
11. (For 1999) Subject to paragraphs 9 and 10, the achievement of the minimum target for modified net income will generate an incentive pot (for distribution to employees) of 1.0% of the Society base payroll (approximately \$3 million). Achievement of the optimum target for this measure will generate an incentive pot of 2.0% of Society base payroll (approximately \$6 million). Achievement of the exceptional target for this measure will generate an incentive pot of 4.0% of Society base payroll (approximately \$12 million). Payments will be made if the minimum modified net income target is achieved. Achievements of modified net income improvements beyond the minimum, optimum and exceptional targets will increase the size of the incentive pot as a linear function (e.g., if an improvement of 2.0% is reached, then an incentive pot of 1.6% of Society base payroll is generated). There will be no cap on payments (e.g., if a modified net income improvement of 6% is reached, then an incentive pot of 4.8% of Society base payroll will be generated). All the money in the incentive pot will be paid out to employees in April 2000.

**Examples (for 1999 purposes only)**

	Minimum	Optimum	Exceptional
Target Percent Improvement in Modified Net Income	1.25%	2.5%	5.0%
Size of Incentive Pot (% of Base Payroll)	1.0%	2.0%	4.0%
Size of Incentive Pot (% of Base Payroll) if ASR target is <b>not</b> achieved	.6%	1.2%	2.4%

12. Either party may cancel the Plan on 90 days written notice to the other party.
13. This Letter of Understanding terminates on December 31, 2000.

Brian Story Gary Knowles  
**Ontario Power Generation Inc. The Society**

Oct. 29/99  
 Date

LETTER OF UNDERSTANDING

#22 Re: Workplace Harassment and Human Rights

Complaint Process

OPGI and The Society agree to the following Letter of Understanding:

- a) When a complainant or respondent to a human rights or harassment complaint files a request for representation by The Society, the parties will attempt to agree on the terms for a Step 1A before the Complaint is advanced to Step 2 of the Complaint and Grievance/Arbitration Procedure.
- b) At Step 1A the parties will first attempt to agree on a fact-finding process that may include:
  - i) The use of neutral investigator agreeable to both parties.
  - ii) Consideration of reports from preceding investigations.
  - iii) Interviews with affected employees.

With the consent on the affected employees and the parties, mediation may be appropriate in the circumstances. Failing this, The Society may advance a grievance directly to Step 2.

- c) The Society and OPGI will attempt to agree upon a list of neutral investigators for use at Step 1A where required.
- d) Where a Step 1A process is agreed to, the parties will attempt to agree on a statement of facts based on the findings of the investigation. Failing agreement, The Society may advance a grievance directly to Step 2.
- e) Based on the fact-finding exercise at Step 1A, Management will determine the course of action it will take and will inform The Society of its decision in a timely manner. If The Society does not agree with Management’s decision, it may advance a grievance directly to Step 2.
- f) Where the parties agree on a statement of facts at Step 1A, it may be relied upon by either party at Step 2 and subsequent arbitration. Both parties retain the right to introduce additional facts and issues at Step 2. There will also be an attempt to consolidate at Step 2 any other grievance issues that may be related to the human rights or harassment allegations and to balance the interests of affected employees.
- g) These provisions shall remain in effect until May 15, 2000 and continue thereafter subject to termination by either party on 90 days’ written notice.

\_\_\_\_\_  
OPGI - Nuclear

\_\_\_\_\_  
The Society

\_\_\_\_\_  
Date

## LETTER OF UNDERSTANDING

### **#23 Re: Redeployment of Society-Represented Employees in Bruce Power During NAOP**

The undersigned Parties agree to the following Letter of Understanding without prejudice and without establishing a precedent in respect of any other matter:

#### Conditions for Expedited Nuclear Redeployment

1. Attachment 1 shall be the process for redeployment of Society-represented employees (as per Article 3.1 and 3.2) in the Nuclear Unit of Application for the duration of this Letter of Understanding, subject to the following:
  - a) Unplaced employees shall be bridged to future workload through productive or developmental work assignments in functional Nuclear work units, and no employee is to be declared surplus;
  - b) Demoted employees shall be entitled to consideration for any position at or below their previous salary grade in the next Mix and Match;
  - c) Priority selection status for corporately posted vacancies under Article 65.6.3(e) shall not apply for the purposes of the process contemplated under Attachment 1;
  - d) Attachment 1 shall be locally agreed and subject to incorporation in this Letter of Understanding, and further changes shall be subject to approval as Business Unit Mid-Term Agreements (Article 7).

#### Unit of Application

2. For the duration of this Letter of Understanding the default Unit of Application:
  - a) For any redeployment under Attachment 1 shall be Nuclear; or
  - b) For any redeployment under Article 64 shall be according to the Business Unit Mid-Term Agreement "Re: Nuclear Unit of Application – Future Downsizing" dated November 17, 1993;
  - c) The Unit of Application shall not include employees who are identified as members of a different Unit of Application pursuant to provisions of the Collective Agreement in effect at the time.

#### Joint Redeployment and Planning Team

3. Nuclear shall form a standing Joint Redeployment Planning Team (JRPT) which shall be activated from time-to-time for purposes of redeploying staff under either Attachment 1 or Article 64 on the following basis:
  - a) Management shall provide timely notice of a planned reduction or downgrade of positions at any location; and

- i) Whenever Management confirms the conditions set out in Paragraph 1 will be met, the JRPT shall apply the redeployment process in Attachment 1, or
  - ii) If any conditions of Paragraph 1 is not met the JRPT shall plan and implement the redeployment process under the provisions of Article 64.
- b) An employee who has been matched through the operation of Attachment 1 or Article 64 and whose position is subsequently downgraded prior to December 31, 1999 shall be subject to redeployment at the previously matched level under either Attachment 1 or Article 64, as applicable in the circumstances.
  - c) The JRPT shall have a continuing responsibility to review and match surplus or unplaced employees on the basis of seniority and qualifications to any lateral or lower rated Nuclear Society vacancy posting.
  - d) Where Attachment 1 is being implemented, the JRPT shall operate by consensus and provide a consensus report including all currently planned redeployment outcomes, which shall be subject to approval of the Chief Nuclear Officer or designate.

### **Dispute Resolution**

- 4. Where the JRPT reaches impasse in implementing Attachment 1 or does not agree whether Attachment 1 applies in the circumstances, the impasse shall be resolved as follows and the JRPT shall continue with the redeployment thereafter:
  - a) After giving 48 hours written notice of any issues it considers in dispute, either Party may refer these issues for final and binding resolution to the arbitrator designated under the Letter of Understanding "re: Expediting Redeployment Grievances and Arbitrations", who shall rule within 24 hours of hearing, with written reasons to follow.
  - b) The arbitrator shall have the powers of an arbitrator under the Labour Relations Act, with jurisdiction to determine procedure and make such orders as required to resolve disputed issues consistent with this Letter of Understanding and the Collective Agreement.
  - c) This procedure does not apply to complaints regarding qualifications or reasonable offer challenges of individual employees or positions, which if not resolved by the JRPT shall be dealt with by the grievance procedure.
  - d) Individual employees and The Society reserve Article 64.1 grievance rights with regard to the outcome of the process in Attachment 1, but the decision of the arbitrator under this section shall not be the subject of a grievance.

### **Relocation Assistance**

- 5. An employee who owns a home and who is selected or transferred from the Bruce site to either Darlington, Pickering or Nuclear Head Office under the terms of this Letter of Understanding, will be eligible for the following additional incentive to compensate for the decline in real estate value at the Bruce site.

A forgivable advance equal to the greater of \$24,000 or twenty-five percent (25%) of the approved current value of your principal residence minus appropriate statutory deductions.

This advance will be forgivable at the rate of 1/24<sup>th</sup> per month over a period of twenty-four (24) months for each month the employee remains in the employ of Bruce Power. Unforgiven amounts must be repaid to **Bruce Power** within 60 days of the employee's termination.

The above advance would be paid when the employee is actually transferred to the new location under this Letter of Understanding.

6. For employees receiving living expenses, rather than commuting, during the transition period of a relocation or while on a relief or rotational assignment, Bruce Power shall pay mileage expenses for a weekly trip home if the employee utilizes it.

### **Related Agreements**

7. The provisions of the Letter of Understanding "re: Expediting Redeployment Grievances and Arbitrations (June 13, 1995) shall apply to any grievances arising under this Letter of Understanding.
8. Except as expressly modified by this Letter of Understanding or Attachment 1, all provisions of the Collective Agreement shall continue to be applicable.

### **Operation and Future Consideration**

9. This Letter of Understanding and Attachment 1 shall operate within Nuclear or a successor thereof, effective the date of signature, until December 31, 2002 and shall continue thereafter subject to 90 days written notice of cancellation by either Party.
10. Employees from the Bruce site selected to regular positions in *Nuclear* on or after September 1, 1997 to the date of signing this Letter of Understanding shall have the retroactive benefit of Paragraph 5.
11. Agreement on this Letter of Understanding is subject to ratification by The Society's Board of Directors.

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J. Wilson  
For The Society

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G. M. McTavish  
For **Ontario Hydro**

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June 19, 1998  
Date

## Letter

June 19, 1998

John Wilson  
President  
The Society of **Ontario Hydro**  
Professional and Administrative Employees  
525 University Avenue Suite 630  
Toronto, Ontario M5G 2L3

Dear John

### **Bruce Nuclear Redeployment**

This will confirm certain agreements reached during Framework Negotiations regarding the application of Paragraph 5 of the Letter of Understanding regarding Redeployment of Society-Represented Employees in Nuclear during NAOP, and Part XI of the Collective Agreement:

- a) Subject to (b), all other applicable relocation assistance (Part XI) provisions as stated in the current Collective Agreement shall apply;
- b) Notwithstanding (a), an employee who is entitled to the benefit of Paragraph 5 of the Letter of Understanding, and who also has entitlement under the Housing Evaluation and Guarantee Plan, shall receive the greater of the two benefits, but not both;
- c) Paragraph 5 of the Letter shall apply to employees who are redeployed or accept a job offer from Bruce site to the Nuclear locations referred to;
- d) It is understood that all Nuclear work locations shall be considered to be adjuncts of one of the locations referred to in Paragraph 5 for the purpose of that paragraph;
- e) The “approved current value” shall mean the Purchase Guarantee price under 51.2 of the Collective Agreement;
- f) The incentive shall be forgiven for each month the employee remains an employee of **Ontario Hydro** or a successor thereof;
- g) The repayment obligation shall apply only in the event of voluntary resignation from **Ontario Hydro** or a successor thereof, or termination for cause, but not to all termination pursuant to “voluntary surplus” under Articles 64.4.4, 64.6.4.2 or 64.9.2;
- h) The date the employee is “actually transferred” refers to the date the employee is required to report for duty at the new work location for employees electing \$24,000 and the earlier of date of payment under the Purchase Guarantee or closing date for employees electing 25%;
- i) The \$24,000 commitment shall apply to persons transferred from the Bruce site who do not sell their homes, and they shall be entitled to transitional costs where applicable;

- j) The \$24,000 commitment and applicable transitional costs shall apply to a person who owns a principal residence as described in Section 1.2, Note 5 of the “Relocation Assistance Benefits” Brochure 1995, and is transferred from the Bruce site as contemplated in Paragraph 5 of the Letter of Understanding;
- k) The above is entered into on Management’s undertaking that relativity is being maintained with the PWU in respect of relocation assistance during NAOP, and Paragraph 5 shall be interpreted to result in an entitlement of Society-represented employees that is not in any respect less than exists under the PWU Mid-Term “Agreement on Lateral Transfer” (May 29, 1998), the related joint Question and Answer document dated June 12, 1998 or the 1998 PWU contract renewal process.

This letter has the status of an agreement pursuant to the Collective Agreement, effective for the duration of the above cited Letter of Understanding.

Yours truly,

G. M. McTavish  
Vice President – Labour Relations  
Corporate Human Resources

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**ONTARIO HYDRO REDEPLOYMENT PROCESS**

Submitted by: JRPT Team:

Management Representatives:

\_\_\_\_\_  
Brien Stewart

\_\_\_\_\_  
Doris Myers

\_\_\_\_\_  
Gary Gough

\_\_\_\_\_  
Bob Morrison

\_\_\_\_\_  
Ivars Starasts

Society Representatives:

“Andrew Muller”

“Andrew Muller” for Bob Wells

“Andrew Muller” for Dave Tomlinson

“Robin Manley”

“Trevor Gibbs

“Blaine Donais”

(Signed by **Ontario Hydro** by G. M. McTavish and L. McRae June 19, 1998)

Approved by:

\_\_\_\_\_  
Chief Nuclear Officer

G. Carl Andognini

Date:

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## 1. Introduction

The redeployment of employees from the old organization to the new organization requires the full cooperation of everyone involved. The JRPT has designed this process on the assumption that employees will be able to provide sufficient details on their qualifications that will allow the JRPT and ultimately Management to make objective decisions with respect to the employee's suitability for positions.

Employees are responsible for completing the required forms and submitting forms to the JRPT.

Management will be responsible for:

- Developing job documents for the purposes of assessing qualifications
- Assessing qualifications for given positions and determining who is qualified for a given position under consideration by the JRPT.

The Joint Redeployment Planning Team will:

- Manage the process described below.
- Ensure conformance with the process and deal with exceptional matters as they arise.
- Match the employees to available positions as set out in the below process.
- Communicate relevant information at appropriate milestones.
- Prepare a report describing the outcome of the mix and match process.
- Prepare a list of the names of all employees and their respective placements.

The JRPT will review critical positions (as described by Management) for advance posting and filling. These positions will be subject to 2.2.10.

## 2. Redeployment Process

2.1 Pre-Steps (steps taken prior to the Mix and Match process)

2.1.1 **Ontario Hydro** Management will provide details on the new organizational structure at a detail level that will indicate the classification, location, number of positions in the new organization and priority of staffing the position. A listing of existing staff by category and location will be provided. Management will provide an up-to-date **Bruce Power** employee database. Management will identify (in writing) the qualifications and selection criteria for positions without incumbents.

2.1.2 The redeployment team will consider promotions on the basis of Article 64.6.3, 2<sup>nd</sup> paragraph. Groups and salary grades to be determined by the JRPT.

2.1.3 All employees will be required to submit a Fact Sheet and a list of irrevocable location and job preferences. The template will be provided by the JRPT.

## 2.2 Redeployment Process Steps

The Redeployment process will take the following steps:

### 2.2.1 Determine Incumbents/Non Incumbents/Vacancies

Management to prepare list of employees, list of positions, designate incumbents, review with Site Joint Implementation Team (JIT). The JITs will consist of equal numbers of Society and **Bruce Power** representatives and shall make decisions on a consensus basis as defined in The Society Collective Agreement. The incumbency rules will be as follows:

#### Incumbency Rules

- Salary Grade (same)
- Similar Job Duties (Majority of duties and responsibilities that you were doing in your base position).
- Hours of Work (same)
- Work Location Unchanged

i.e., Headquarters

Bruce Site

Pickering Site

Darlington Site

### 2.2.2 Confirm Incumbents (NO JROT)

The JRPT will confirm all incumbency decisions made by the Site Joint Implementation Teams. The Main Team will review all issues brought to it by the JITs and make final decisions with regard to who is an incumbent. Incumbents will not be allowed a JROT although the decision to make them incumbent is subject to grievance under The Society Collective Agreement

### 2.2.4 Notify Incumbents/Non Incumbents (Appeal Process to Main Team after review by Site JIT)

The incumbents and non-incumbents will be notified of their status. They must appeal within 24 hours. Appeal based upon ensuring the job meets the definition of incumbency rules in 2.2.1 and to ensure suitability of the person for the duties and responsibilities.

### 2.2.4 Match Non Incumbents to Lateral Same Site Vacancy (Senior Qualified)

As a first step all non-incumbents will be matched to lateral vacancies in their home site organizations at their base location (i.e., Bruce, Darlington, Pickering, and Headquarters).

## Matching Rules

In addition to the rules set out in the Collective Agreement, the following rules will apply to matching for same site vacancies:

- Location (same)
- Hours of work (same, then different)
- Equal Salary Grade (e.g., TMS3/MP2/OSS9)
- Possibly different duties but qualified
- Start with MP6 (Most Senior)

### 2.2.5 Work Unit Viability\* Check – All Locations

Determine viability needs of non-Bruce sites. Check to determine if staff who volunteered to relocate from Bruce site can be released to off-site positions.

### 2.2.6 Match Releasable Bruce site Volunteers to Off-site Lateral Vacancy

Those on the Bruce site who have volunteered to transfer off-site will be matched to off-site vacancies on a senior and qualified basis.

### 2.2.7 Match Releasable Bruce site volunteer demotions to off-site vacancies.

Those volunteers who have not been matched to lateral off-site vacancies and who volunteered to take a demotion to move off-site will be matched to demotional vacancies.

### 2.2.8 Match Unmatched Bruce to Bruce Lateral Vacancy (Senior Qualified)

After the releasable volunteers have been matched, remaining unmatched employees will be matched to positions vacated by the releasable volunteers in the Bruce on a senior and qualified basis.

### 2.2.9 East Unit Viability Check

Determine if the volunteer matches from above, have resolved any of the viability concerns identified in 2.2.5.

### 2.2.10 Forced Matching

- a) Force match unmatched non-volunteers Bruce site staff to off-site lateral vacancies on a junior basis.

The most junior employees who remain unmatched to positions at the Bruce will be matched to lateral vacancies off-site.

- b) Force match remaining unmatched staff at all locations into demotion vacancies. This will be done on a reverse order of seniority (junior) basis.

Parts a and b will be run concurrently. The JRPT will have to ensure the outcome of this step respects Seniority and Qualifications.

2.2.11 Viability Check\* – Bruce Site

\*Viability Check as defined in Article 64.6.3(a) of the Collective Agreement. Requires detailed written explanation by line management as to why they are making the request of the Joint Team.

The JRPT will agree on how to meet viability requirements and will act to do so. If a viability concern continues to exist after the Mix and Match process is complete, the JRPT will then attempt to address the concern using one or more of the following options prior to forced matches: call for specific volunteers; Corporate-wide vacancies; hiring externally; forced rotations and/or relief assignments in order to bridge for training; external contractors.

Those employees who are force matched from the Bruce Site and are eligible for assistance under Article 52 will not be force matched again through this work unit viability process in a way that would make them eligible for Article 52, for the duration of the Letter of Understanding.

Those employees who are on forced rotation for viability reasons from or to the Bruce during this LOU will be allowed to work the equivalent of 10 days in a 9-day period.

In the event of an unresolved dispute the JPRT will utilize the expedited dispute resolution process to determine the viability issue and to meet viability based on a balance of fairness to affected employees and business needs of **Bruce Power**.

2.2.12 Employment Equity Check

As in Article 64.6.3(b) of the Collective Agreement.

2.2.13 Issue Letters to staff identifying placement

After the process is complete staff will be issued letters identifying their placement.

**3. Joint Reasonable Offer Team Process (Art. 64.7.3)**

A Joint Reasonable Offer process will be established so that employees have an avenue to appeal offers made during the mix-and-match process. The JROT will meet to render a decision within 3 working days of receipt of the appeal (Art. 64.7.3). There will be no surplus entitlements if an offer is found to be unreasonable. Instead, offers determined to be unreasonable will be substituted with a reasonable position by the JIT.

**4. Schedule**

Both parties will make their best efforts to complete the redeployment process as expeditiously as possible. The following schedule consists of target dates for completion of the process. It is recognized that many variables may affect the completion dates and the team will amend the target dates where it considers it necessary. Failure to meet these target dates are not to be construed as justification for invoking the defaults under Article 64.

4.1 Report #1 completed by the JRPT Members June 18, 1998

4.2 Report #1 reviewed and accepted by C.N.O. June 18, 1998

- |     |                                |                 |
|-----|--------------------------------|-----------------|
| 4.3 | Incumbency Process Complete    | July 6, 1998    |
| 4.4 | Mix and Match Process Complete | August 6, 1998  |
| 4.5 | JROT Complete                  | August 14, 1998 |
| 4.6 | Report #2 Signed by JRPT       | August 21, 1998 |
| 4.7 | Report #2 Approved             | August 28, 1998 |

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## LETTER OF UNDERSTANDING

### #24 Re: Reimbursement for BNPD Home Equity Loss

Without prejudice and without establishing a precedent in respect of any other matter, the undersigned Parties agree to the following regarding Paragraph 5 of the Letter of Understanding “re: Redeployment of Society-Represented Employees in **Bruce Power** during NAOP” (“NAOP Benefit”):

1. In order to qualify as a “housing loss” in this Letter of Understanding:
  - a) The loss must be realized by selling the residence to an “arm’s length” person.
  - b) The loss is equal to the employee’s purchase cost of his/her residence plus applicable capital improvements minus the sale proceeds.
  - c) The employee must provide appropriate documentation of his loss to **Bruce Power**.
  - d) The employee must start work at a new **Bruce Power** location.
  - e) The employee’s new domicile must be 40 kilometers closer to the new **Bruce Power** work location than the former residence.
2. Where an employee is entitled to a reimbursement under the HEGP in the Collective Agreement in force at that time:
  - a) Reimbursement under the HEGP will be considered before any entitlement is determined under the NAOP Benefit.
  - b) The employee’s entitlement under the NAOP Benefit will be reduced by any reimbursement made under HEGP.
3. Any amount paid under the HEGP that meets the criteria in Paragraph 1 above, will be subject to statutory withholding as a “housing loss”, on the following terms:
  - a) Where the amount reimbursed under the existing HEGP is more than or equal to the benefit calculated under the NAOP Benefit, the employee will not be entitled to any payment under the NAOP Benefit.
  - b) Where the amount reimbursed under the HEGP is less than the benefit calculated under the NAOP Benefit, the employee will be entitled to an amount equal to the difference between the benefit calculated under the NAOP Benefit and the amount reimbursed under the HEGP<sup><</sup> hereinafter the “difference”.
4. The entitlement to the “difference” in Paragraph 3, above, will be satisfied under either (a) or (b) below, as applicable:
  - a) Where an employee has realized a “housing loss” greater than the amount reimbursed under the HEGP.
    - i) The employee has an “excess housing loss” which is equal to the lesser of either (1) the amount by which the “housing loss” exceeds the amount reimbursed under the HEGP or (2) the “difference”.

- ii) The employee may request reimbursement of this “excess housing loss” which will be subject to statutory withholding as a “housing loss”, and if the reimbursement of “excess housing loss” is less than the “difference”, the balance of the “difference” will be paid to the employee subject to full statutory deductions.
- b) Where the employee has not incurred an “excess housing loss” as under (a) above, the amount of the “difference” will be paid to the employee subject to full statutory deductions.
5. Where an employee is not entitled to a reimbursement under the existing HEGP in the Collective Agreement, payment shall be as follows:
- a) If the employee has incurred a “housing loss” as defined in Paragraph 1, above, the employee can claim a reimbursement of the “housing loss” not to exceed the entitlement allowed under the NAOP Benefit, which will be subject to statutory withholding as a “housing loss”.
- b) If the “housing loss” in (a) above is less than the full amount of the entitlement under the NAOP Benefit, the balance will be paid to the employee subject to full statutory deductions.
- c) If the employee has not incurred a “housing loss”, the entitlement allowed under the NAOP Benefit will be paid to the employee subject to full statutory deductions.
6. Any payment or reimbursement by the employer is subject to the Income Tax Act and each Party will bear its own costs related to any redetermination.
7. This Letter of Understanding operates for the duration of the LOU “re: Redeployment of Society-Represented Employees in **Bruce Power** during NAOP” and G. M. McTavish’s letter dated June 19, 1998, all provisions of which remain in force unless expressly modified herein.

(Signed by Steve Strome for **Ontario Hydro** and John Wilson for The Society on November 4, 1998)



## LETTER OF UNDERSTANDING

### #26 Re: Allocation of Society Staff to Successor Companies

All employees of **Ontario Hydro** on payroll at December 2, 1998 shall be allocated to the successor companies/bargaining units: Genco Non-Nuclear, Genco Nuclear, Servco, IMO, ESA.

#### 1998 Allocation Process

1. The allocation process will not be a downsizing exercise. All employees will be allocated to a successor company/bargaining unit.
2. Following consultation with The Society, management shall identify the number of employees to be allocated to each successor company/bargaining unit, as follows:
  - 2.1. When employees are to be allocated between or among successor companies/bargaining units the following rules will apply:
    - 2.1.1. Where a group of employees are to be allocated to more than one company/bargaining unit, the employees in that group will be given an opportunity to declare their preference for allocation.
    - 2.1.2. The employees will be given three days to declare their preference for allocation; where preference can be given and there is no impact on unit viability, seniority will be the determining factor.
    - 2.1.3. If the application of the above rules reduces the capability in a given unit or classification below that required for the effective continued operation or causes serious personal impact (i.e., not Article 64 "adverse impact") the parties will meet to determine what, if any, adjustments should be made.
  - 2.2. If management determines that one successor company/bargaining unit ("service provider") will continue to provide a service to one or more successor companies/bargaining units ("service recipient"), management will determine the number of FTEs required to provide the service, in consultation with The Society, and the employees allocated to positions providing the service shall be subject to the following:
    - 2.2.1. If the service arrangement is later terminated, a number of employees equivalent to the number of FTEs identified above shall be allocated to the service recipient on the basis of seniority and preference, subject to work unit viability and reasonableness as in Paragraph 2.1.2 above.
    - 2.2.2. An employee who does not wish to resign employment with the service provider may remain with the company/bargaining unit subject to applicable redeployment provisions of The Society's Collective Agreement with that company/bargaining unit.
    - 2.2.3. An employee who is offered a position under this subsection shall be entitled, as an employee of the service recipient, to relocation assistance on such terms as it exists in the Collective Agreement that applies to the receiving organization at the time of reallocation under this section.

3. Employees who are on the attached list<sup>6</sup>, shall be given a choice of successor companies/bargaining units, consistent with the allocation of FTEs in 2 above, to which to be allocated.
4. At the conclusion of the process management shall provide each employee with a letter confirming the outcome of the allocation process for the employee. Disputes may be lodged by The Society or by a Society-represented employee within a 5-day window, after receipt of the letter.
5. At the conclusion of this process management shall provide The Society with the complete allocation database for review and agreement.
6. Any disputes that may arise over the implementation of this Agreement shall be resolved by Arbitrator W. Kaplan within five (5) working days following written notice by either Party, and normal grievance/arbitration procedures in respect of such disputes are waived. The arbitrator shall have all the powers of an arbitrator under the Labour Relations Act. The arbitrator's award shall be final and binding on any successor company/bargaining unit, and shall not be the subject of further complaint or grievance.
7. This Letter of Understanding shall operate for the duration of and shall apply to any service arrangement or reallocation between successor companies/bargaining units as contemplated in Paragraph 2.2, herein.
8. Without prejudice and without creating a precedent in respect of either Party's position in any other matter, this Settlement constitutes a final and binding resolution of the current Finance JRPT grievances, the implementation of the TS & NPD arbitration award, and any related complaints and grievances excepting non-selection grievances.

This Agreement is without prejudice and does not constitute a precedent in respect of any other matter and unless expressly stated herein all relevant Collective Agreement provisions shall continue to be applicable.

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J. Wilson  
For The Society

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S. Strome  
For **Ontario Hydro**

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Date

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<sup>6</sup> The list comprises employees who are “unplaced” as a result of an incomplete Article 64 process.

LETTER OF UNDERSTANDING

**#27 Re: Performance Compensation**

The parties agreed in negotiations for the 1999-2000 Collective Agreement to the following commitments with respect to performance compensation:

1. A commitment to continue JEIP;
2. A commitment to development of a new performance pay plan;
3. A commitment to development of different compensation arrangements for certain unique classes of employees (e.g., traders' group and sales and marketing), in recognition of the competitive environment in which **Bruce Power** must exist, in the following basis:
  - 3.1 A new compensation scheme will be developed for the classes of employees listed above, and for such other classes as may be agreed;
  - 3.2 The new compensation scheme will combine an adjusted base pay with an incentive/commission arrangement based on performance, with an enhanced ability to earn increased income; elements of the scheme could include:
    - a) Adjusted base pay plus commission.
    - b) Adjusted base pay plus enterprise or business-based bonuses.
    - c) Adjusted base pay plus individual and/or enterprise or business based bonuses.
    - d) Banking and/or accrual of commissions or bonuses.
  - 3.3 A task force (two **Bruce Power**, two Society) will be formed to explore and make recommendations regarding the design and implementation of the new compensation scheme; recommendations will be made no later than February 1, 1999;
  - 3.4 If recommendations are not agreed upon by February 1, 1999, George Adams will facilitate and/or arbitrate the new scheme, which will be effective April 1, 1999; the facilitator/arbitrator will furnish the parties with dates in February, 1999, which will be cancelled if agreed-upon recommendations are arrived at by the parties.
  - 3.5 Notwithstanding 3.3 and 3.4 above, the parties may agree to longer timeframes for the task force and/or the facilitation/arbitration as may be appropriate.

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J. Wilson  
For The Society

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S. Strome  
For **Bruce Power**

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February 23, 1999  
Date

## LETTER OF UNDERSTANDING

### #30 Re: Process for Updating the Drug Formulary to December 31, 2000

#### NEW DRUGS REQUIRING A PRESCRIPTION BY LAW

1. New “generic substitutes” for “name brand drugs” already listed on the Formulary will automatically be added to the Formulary as soon as they are approved for use in Canada.
2. New “strengths/dosages/forms” for drugs listed on the Formulary will automatically be added to the Formulary as soon as they are approved for use in Canada.
3. Out-of-country drugs with the same chemical base as drugs listed on the Formulary will automatically be added to the Formulary as the need arises.
4. The Chief Physician (or other employer-designated decision-maker) shall review all drugs that have been newly approved for use in Canada and advise the employer whether the drug is commonly and customarily recognized throughout the physician’s profession as appropriate in the treatment of a patient’s diagnosed sickness, injury or condition. The employer will make all reasonable efforts to make this determination as soon as possible after the drug has been approved for use in Canada. When a drug is deemed by the Chief Physician (or other employer-designated decision-maker) to meet this criteria, the drug shall be added to the formulary.
5. Any drug on the Formulary that is no longer approved for use in Canada will automatically be deleted from the Formulary effective the date federal approval is withdrawn.

#### A. OVER-THE-COUNTER (OTC) PRODUCTS

1. A new OTC product (excluding Vitamins and Minerals) that has been approved for use in Canada, that falls into the following categories.
  - a) For allergies.
  - b) For chronic illness.
  - c) Considered life sustaining.
  - d) Previously “requiring a prescription by law’ and already on the Formulary.
  - e) Different strengths or repackaging of products already on the Formulary (same product/same company).

- f) Products already on the Formulary whose DINs may have changes as a result of a company takeover or reorganization shall be reviewed by the Chief Physician (or other employer-designated decision-maker). The Chief Physician (or other employer-designated decision-maker) will advise the employer whether (a) the OTC product is commonly and customarily recognized throughout the physician's profession as appropriate in the treatment of a patient's diagnosed sickness, injury or condition; and, (b) Best Average Pricing (i.e., Manufacturer's wholesale price to the carrier) is available for the product. When the OTC product is deemed by the Chief Physician (or other employer-designated decision-maker) to meet this criteria, the product shall be added to the formulary.

When Best Average Pricing information is not available for an OTC product, a paper claim will be reimbursed subject to determination by the Chief Physician (or other employer-designated decision-maker) that there is no reasonable alternative product on the existing formulary and that the product is commonly and customarily recognized throughout the physician's profession as appropriate in the treatment of a patient's diagnosed sickness, injury or condition.

2. Vitamins and Minerals which have been approved for use in Canada and which have the same chemical base as items currently on the Formulary will be added to the Formulary effective the date Best Available Pricing information is made available to the Carrier (i.e., Manufacturers' wholesale price).

## **B. MISCELLANEOUS**

1. The Corporation agrees to provide the following to The Society: a full and complete copy of the list of new drugs approved for use in Canada, as received from the Carrier (usually monthly); a list of (prescription and OTC) items added to the Formulary (including, where applicable, what country it applies to); and, upon written request from The Society, a written rationale for not including a drug on the formulary.
2. Notification of the employer's decision to not add a drug to the Formulary, and any ensuing discussion with respect to the employer's rationale for not doing so:
  - Shall not be deemed to trigger timelines under Article 16 of the Collective Agreement
  - Shall be without prejudice to The Society's position with respect to whether the drug meets the "reasonable and Customary" standard; and,
  - Shall not prejudice The Society's entitlement, or the entitlement of any Society-represented employee(s), to grieve the employer's decision at a later date.
3. The Corporation agrees to provide The Society with an electronic copy of the complete Drug Formulary on a quarterly basis (calendar year).
4. The Corporation agrees to install, and update on a quarterly basis, the complete Drug Formulary on the Intranet.

## LETTER OF UNDERSTANDING

### #73 Re: Expediting Society/Bruce Power Jurisdictional Arbitrations (Nuclear)

Without prejudice and without creating a precedent in respect of any other matter, the undersigned Parties agree to the following:

1. This Agreement applies to jurisdictional grievances advanced by The Society pursuant to Articles 2 and 16.3 and other relevant provisions of the Nuclear Collective Agreement which do not involve the interests of any intervening trade union.
2. The referral to arbitration shall be made by The Society delivering a brief to **Bruce Power** setting out the facts and evidence on which it relies. **Bruce Power** shall deliver a responding brief within 20 business days thereafter, and The Society may file a reply brief within a further 10 business days after receipt of the responding brief.
3. If a party does not deliver a brief within the above time lines it may only file a brief and lead evidence at arbitration with leave of the arbitrator, on such terms as the arbitrator may impose.
4. Arbitrations will be held in an expedited med./arb. format. The arbitrators will be selected from the following group:
  - a) Jules Bloch
  - b) William Kaplan
  - c) George Surdykowski

This roster of arbitrators will be reviewed by the parties every year that this agreement continues. Prehearing issues may be referred to Jules Bloch or his designate for resolution

5. Arbitrations will be based primarily on written briefs, which are prima facie evidence of the truth of their contents. Oral evidence will be limited to matters on which the arbitrator so directs, and no party shall introduce oral evidence of matters that are not contained in their brief, except with leave of the arbitrator. Prior settlements made without prejudice and without precedent shall not be determinative of any grievance.
6. In addition to jurisdiction under the collective agreement under which the dispute was filed, the arbitrator shall have the jurisdiction set out in s. 99 of the Ontario Labour Relations Act, 1995, except that the arbitrator shall not have power to alter a Society bargaining unit as determined in a certificate and/or defined in the Voluntary Recognition Agreement or an applicable collective agreement.
7. Arbitration awards will be precedent setting.

8. The parties agree that arbitrator George Adams shall decide the issues raised in the "Referral to Arbitration - Policy Grievance re Excluded 'Individual Contributor' Positions" (December 10, 1997) at a hearing scheduled (SUBJECT TO CONFIRMATION - February 29, 2000) or his first available date thereafter, and shall issue a pattern-setting award on the following terms:
  - a) On or before November 15, 1999 The Society will identify up to four reference positions to provide a factual foundation and by November 26, 1999 **Bruce Power** will provide all current and predecessor job documentation (including TIRRs and TARRs where applicable), current organization charts, and any other current documentation of the nature and function of the work organization relevant to these positions.
  - b) The Society will file its Primary Brief by the later of December 10, 1999 or within 15 business days of receiving the complete reference material; **Bruce Power** will file a Responding Brief by the later of January 28 or within 30 business days of receiving The Society's Primary Brief, and The Society will file its Reply Brief by the later of February 15 or within 10 business days of receipt of the Responding Brief.
  - c) Arbitrator Adams will have jurisdiction as set out in other provisions of this Agreement except that either party, on request, shall have the fight to oral evidence including proof of documents and cross-examination.
  - d) If either party intends to call oral evidence it will provide the other party with a will-say statement of all such evidence not less than ten days prior to the hearing.
  - e) Any individual contributor grievances which are not expressly decided by arbitrator Adams award may be referred by The Society to another arbitrator under the provisions of this Agreement.
9. Except as expressly modified herein, all relevant provisions of The Society's Collective Agreement shall continue to apply.
10. Either party may withdraw from this agreement on six months written notice to the other party.

\_\_\_\_\_  
 J. Wilson  
 On behalf of The Society

\_\_\_\_\_  
 B. Story  
 On behalf of **Bruce Power**

\_\_\_\_\_  
 Nov. 9/99  
 Date

## LETTER OF UNDERSTANDING

### #74 Re: Employee Eligibility for Incentive Plan (LOU #20)

Without prejudice and without creating a precedent regarding any other matter, the undersigned parties agree that the eligibility of employees for payouts under the corporate incentive plan (“the plan”) for 1999 established pursuant to LOU #20 shall be as follows:

1. Subject to Paragraph 2, all regular employees in base (i.e., not relief or rotations) Society-represented positions in 1999 are eligible to receive incentive payments.<sup>(1)</sup>
2. Employees terminated for cause or employees whom the parties have explicitly agreed to exempt from the plan<sup>(2)</sup> are ineligible to receive incentive payments.
3. An eligible reduced-hours employee will have any incentive payment prorated to his/her normal (scheduled reduced) hours.
4. Where an eligible employee during 1999 enters or exits The Society's jurisdiction as a result of an appointment to a base position<sup>(3)</sup>, takes an extended leave of absence (i.e., more than six months), dies, retires, goes on LTD, quits and becomes an employee of another **Bruce Power** successor company<sup>(4)</sup> or is terminated pursuant to Article 64, the incentive payment will be prorated.<sup>(5)</sup> Prorated payments will be rounded to the nearest month (e.g., if an employee left on September 15 or later, he/she will receive payment for nine months; if he/she left on September 14 or earlier, he/she will receive payment for eight months).
5. Where an eligible employee dies during a plan year, any incentive payment owing will be made to his/her beneficiary or estate on a prorated basis.
6. This Letter of Understanding terminates on December 31, 2000.

<sup>(1)</sup> For the sake of clarity, a “virtual” employee (i.e., who is unplaced as a result of an incomplete Article 64 process) is eligible for payment, but a person whose base position is not Society-represented but may have relieved or was on rotation in a Society-represented position is ineligible for payment.

<sup>(2)</sup> Exempted employees are “full plan” members under the “Special Compensation Plan for Commercial Operations” Letter of Understanding, dated June 25, 1999. Payments will be prorated for employees who move in or out of these “full plan” positions from or to other ongoing Society-represented jobs in **Bruce Power**.

<sup>(3)</sup> Payment will not be pro-rated when an eligible employee is on a relief or rotational assignment outside of The Society's jurisdiction.

<sup>(4)</sup> Payment will not be pro-rated if the employee receives an incentive payment from another **Bruce Power** successor company under a parallel provision for the same period of time (i.e., for when he/she was a **Bruce Power** employee). For the sake of clarity, an employee who quit employment with **Bruce Power** in 1999 (except pursuant to Article 64) but who did not take up employment with another **Bruce Power** successor company is ineligible for payment.



<sup>(5)</sup> Payment will not be pro-rated when an eligible employee is absent from work for short-term personal leaves (e.g., funeral leaves or jury duty) or health related reasons, including sick leave and the first six weeks of pregnancy leave but not including LTD.

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Gary Knowles  
The Society

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Brian Story  
**Bruce Power**

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Jun. 12, 2000  
Date

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## SETTLEMENT AGREEMENT

### **#77 Re: Settlement of PPM Policy Grievance (December 3, 1996) and Negotiation of New Performance Pay Plan and Job Evaluation Plan**

Without prejudice and without establishing a precedent in any other matter, the undersigned Parties agree to the following in full and final settlement of the above-referenced grievance:

The parties agree to “freeze” the current administration of the Performance Pay Plan during the year 2000 while they negotiate and, if necessary, arbitrate a new performance pay plan.

#### **Interim (i.e., for performance pay year 2000, and thereafter if necessary)**

1. The following constitute The Society's Performance Pay Plan in **Bruce Power** and cannot be altered except by mutual agreement:
  - a) All current negotiated agreements\*;
  - b) The Performance Pay Plan 1978 (revised 1987).
2. In addition, in the **Bruce Power** Bargaining Unit, the existing **Bruce Power** Procedure “Performance Planning and Review” (N-PROC-HR-0014-R00), including forms and worksheets (“PPR”) will be frozen until a new plan is implemented.
3. Disputes regarding the Annual Review of Performance shall continue to be subject to Article 20.3 of the **Bruce Power**/Society Collective Agreements.
4. Reductions in Performance Pay Standing for Society represented employees shall continue to be treated according to Article 21 of the **Bruce Power**/Society Collective Agreements.
5. Any disputes regarding the administration of the Performance Pay Plan or this settlement agreement shall be first referred to the **Bruce Power**/Society **JWP** for resolution. In the absence of resolution, either party may refer the dispute to arbitrator Jane Devlin for full and binding resolution.

\*For clarity, this is the 1999-2000 collective agreement and any other grievance or arbitration settlements which have on-going commitments during the term of the 1999-2000 agreement. This does not include the size of the performance payout amount beyond the amount agreed to in the 1999-2000 collective agreement.

#### **New Plan for the Nuclear and Non-Nuclear Collective Agreements**

6. The Parties undertake to immediately enter into good faith negotiation of a new performance pay plan consistent with Article 94.1(a) of the Collective Agreement, which shall include negotiation of design, mechanics of application, administration, documentation and pay-out process. The parties further agree to enter into good faith negotiation of a new job evaluation plan in accordance with Letter of Understanding #27.
7. Any new performance pay plan and/or job evaluation plan agreed to in negotiation can only be changed by joint agreement.

8. If agreement on a new performance pay plan and/or job evaluation plan, save for implementation aspects, is not reached by October 1, 2000 either party may refer unresolved issues to arbitrator Devlin to facilitate or for final and binding arbitration. The parties may extend this time limit by mutual agreement. Implementation disputes, if any, will be subject to the mediation-arbitration process in renewal negotiations.
9. This agreement shall operate until there is written agreement that a new performance pay plan and job evaluation plan supercedes the existing performance pay plan and job evaluation plan.

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Gary Knowles  
On behalf of  
The Society

Jim Blair  
On behalf of  
The Society

Brian Story  
On behalf of **Bruce  
Power**

April 6, 2000

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Date

LETTER OF UNDERSTANDING

**#82 Re: Transfer of Nurses to Plan A**

The purpose of this LOU is to modify the collective agreement so that the Plan A job evaluation plan applies to all Society represented nursing jobs. The parties specifically agree as follows:

1. This LOU applies to all Society represented nursing jobs. Specifically, but not limiting the generality of the foregoing, this LOU applies to the Occupational Health Nurse and Occupational Health Nurse - Supervisor positions.
2. The positions identified in Paragraph 1 shall be transferred from salary Schedule 13 to salary Schedule 1 and shall be evaluated in accordance with the Plan A job evaluation plan. The parties confirm that any retroactive pay treatment, arising out of a job challenge to the initial grade determined under Plan A, shall be limited to a maximum of one year prior to the date of the job review request. The employee must have performed the relevant duties and responsibilities during this period in order to qualify for retroactivity. Retroactivity entitlements will not be effected by the fact that the payments relate to time periods prior to the signing of this agreement.
3. Article 31 of the collective agreement is hereby amended in accordance with the provisions of this LOU.

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Lanny Totton  
For The Society

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Brian Story  
For **Bruce Power**

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May 24, 2000

Date

## LETTER OF UNDERSTANDING

### #84 Re: Compensation for CRSSs, CRSOsSs and SSITs

**Bruce Power** and The Society agree to the following changes to the compensation of Control Room Shift Supervisors (CRSSs), Control Room Shift Operating Supervisors (CRSOSs) and Shift Supervisors In Training (SSITs).

1. CRSSs will move point-to-point from MP5 to MP6 and will be entitled to a \$1000 monthly, non-pensionable bonus. CRSSs will not be eligible for Reduced Work week Entitlement (RWE) as per Article 69 from the date of signing this agreement. Any incremental RWE time taken before the date of signing of this LOU, but earned after the date of signing, will be re-couped by **Bruce Power** from the monthly bonus, from the employee's remaining vacation entitlement or in any way that is acceptable to the employee and the supervisor. The CRSSs shall receive retroactive pay back to January 1, 2000 for both the point-to-point increase and the \$1000 monthly bonus.
2. CRSOSs will move point-to-point from MP4 to MP5 and will be entitled to a \$1000 monthly, non-pensionable bonus. CRSOSs will not be eligible for Reduced Work week Entitlement (RWE) as per Article 69 from the date of signing this agreement. Any incremental RWE time taken before the date of signing of this LOU, but earned after the date of signing, will be re-couped by **Bruce Power** from the monthly bonus, from the employee's remaining vacation entitlement or in any way that is acceptable to the employee and the supervisor. The CRSOSs shall receive retroactive pay back to January 1, 2000 for both the point-to-point increase and the \$1000 monthly bonus. \*SEE ATTACHED NOTE.
3. Control Room SSITs would move through the training program on the following basis and subject to the caps set out below. Their RWE will remain unchanged as a result of this LOU.
  - a) Upon successful completion of the Generals, SSITs would move to MP5 and receive a 3% promotional increase. For those who are already at MP5, they will be given a 3% performance pay increase. This increase will be capped at 98% of MP6.
  - b) Upon successful completion of the Written Specifics, SSITs will receive a 3% performance pay increase. This increase will be capped at 98% of MP6.
  - c) When authorized by the AECB, SSITs will be moved to MP6 with a promotional increase and receive a one-time, non-pensionable incentive payment of \$7,000 in accordance with Article 63 of the Collective Agreement. This increase will be capped at 98% of MP6.
4. SSITs will receive retroactive pay back to January 1, 2000 for any promotional and/or performance pay increases arising out of this agreement.
5. There will be no disputes where Shift Managers are only performing SAVH coverage for CRSSs.

**Note:** There is a recent SOS at Pickering who is at 109% of MP4. This person will move to the MP5 scale on a dollar-for-dollar basis.

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Jim Blair  
For The Society

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Brian Story  
For **Bruce Power**

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## LETTER OF UNDERSTANDING

### #91 Re: Policy #04-03-04 - “Rehabilitation and Reemployment” (Nuclear)

1. Employees in receipt of LTD benefits, who are determined to be medically able to return to work, shall be provided with appropriate rehabilitation services. Such services shall be set out in a rehabilitation plan developed in accordance with the LTD and Rehabilitation and Re-employment policy. It is understood that a six-month period of rehabilitation employment may be insufficient for an LTD benefit recipient returning to work and that, therefore, the rehabilitation plan may provide for a period of rehabilitation employment that is reasonable in the circumstances. The ultimate goal of the rehabilitation plan is continuing employment in a full-time position. However, it is recognized that some employees have medical disabilities that may not be supportive of working full time.
2. Where the rehabilitation process identified reduced hours (minimum of 14 hours, maximum of 28 hours) as a permanent medical restriction (as supported by medical evidence), the employee will be re-employed, and accommodated, in an available and suitable on-going position while retaining his/her LTD status. This re-employment will be in accordance with the terms set out in article 45 of the Collective Agreement.
3. Employees under this arrangement (as set out above) shall:
  - a) In accordance with their LTD status, continue to receive full (i.e., full-time) service credit during this period and have full coverage (i.e., in accordance with the Pension Plan; with no pro-rating) maintained in, but will not be required to contribute to, the **Bruce Power** Pension Plan and the **Bruce Power** Group Life Insurance Plan;
  - b) Receive the greater of; the appropriate salary level for hours worked; or LTD benefit entitlement; and,
  - c) Be eligible for performance pay increases and the performance appraisal process, where medical restrictions do not preclude its application, shall take into account medical restrictions with respect to establishing goals and measuring achievements. For clarity, Article 43.4.1 of the collective agreement continues to apply to employees covered by this consent award.
4. This Letter of Understanding satisfies the commitment of the parties as set out in the “Joint Society-Hydro Report to Mediator-Arbitrator Justice Adams on Consented Items reached to Date during 1997 Collective Agreement Renewal Negotiations,” dated April 14, 1997.

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Lanny Totton  
For The Society

Jim Blair  
For The Society

Tim English  
For **Bruce Power**

## LETTER OF UNDERSTANDING

### **#99 Re: TSSD Authorization Training Supervisors (ATs) and Discussion of the Training Supervisor - Simulator Based Training (U0 TSs) Positions for the Purpose of Conducting Simulator-Based Training Courses on Shift**

**Bruce Power** and The Society agree to the following changes to the compensation and working conditions of TSSD Authorization Training Supervisors (ATs). It is also agreed that the Parties will meet to discuss the compensation of the Training Supervisor - Simulator Based Training (U0 TSs).

**The policy grievance filed by The Society will be withdrawn.**

1. The ATS position will receive a struck rate of MP5, without prejudice to the Plan A Job Evaluation scheme.
2. Current ATS staff will receive a 4% increase from MP4 to MP5 effective January 4, 2001.
3. An initial one-time, non-pensionable payment of \$4,500 will be made for all current ATS employees who have been in the position prior to January 1, 2000.
4. All ATS employees who were formerly ANOs will receive a yearly payment, to be input for payment on December 1 of the calendar year as a retention bonus. Such payment shall be equal to \$1,000.00 per completed year of service in the ATS position, to a maximum of \$3,000 per year. The first of these payments will be payable in December 2001. Such payment shall be pro-rated, based on months of employment in the ATS position, and shall be non-pensionable.
5. The parties to this agreement acknowledge that the Unit 0 Training Specialist U0 TS position is part of the authorized training job family, and that these employees are responsible for training PWU represented Unit 0 Control Room Supervising Nuclear Operators (CR-SNOs). The parties acknowledge that there is an ongoing process before arbitrator Teplitsky with respect to the compensation of the CR-SNO position. The parties agree that within 30 days of the issuance of a final award or negotiated agreement of the CR-SNO matter, the parties will meet to discuss issues related to internal compensation relativities between the CR-SNO and U0 TS positions.

#### **Shift work provisions for Bruce Power TSSD Authorization Training Specialists**

##### **Intent**

The position of Authorization Training specialist will be classified as a "shift position".

- **Bruce Power** will propose shift arrangements for employees and seek The Society's input on proposed shift arrangements.
- Assignment of TSSD Authorization Training Specialists to shift will normally be on a voluntary basis. However, in the absence of any qualified volunteers, **Bruce Power** reserves the right to appoint specific individuals to perform the work.
- An employee who has volunteered to work a scheduled series of shifts may request a change in work assignment. Management will consider such a request.



- Except in an emergency situation at least seven days' notice will be given with respect to shift change notices.
- There are no posting or voting requirements with respect to shift scheduled.
- Normal Days
  - Monday to Friday 7:45 to 4:15
- Proposed Shifts will be as follows:
 

10 Hour Shifts - Days

  - Monday to Thursday 8:00 to 6:00
  - Tuesday to Friday 8:00 to 6:00

10 Hour Shifts - Afternoons

  - Monday to Thursday 2:00 to 12:00
  - Tuesday to Friday 2:00 to 12:00

8 Hour Shifts - Afternoons

  - Monday to Friday 4:00 to 12:00
  - Monday to Friday 2:00 to 10:00

There will be no shifts other than those set out above without the prior agreement of The Society.

**Shift Differentials**

Scheduled shift hours-worked shall have the following shift differential apply:

- a) Two shift coverage.

Shift Differentials:

- For work on an 8-hour afternoon shift (1400 - 2400 hours) - \$0.80 cents per hour worked
- For work on a 10-hour afternoon shift (1400 - 2400 hours) - \$0.80 cents per hour worked

**Overtime**

Authorized overtime beyond the normal scheduled shift hours shall be compensated in accordance with the overtime provisions of this Agreement.

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For The Society

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For **Bruce Power**

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Date

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Date

(Signed by T. English, and J. Blair for The Society - 2000/12/11)

## LETTER OF UNDERSTANDING

### #107 Re: Changes to Letter of Understanding #20 "Incentive Plan"

Without prejudice and without creating a precedent regarding any other matter, the undersigned parties agree to amend Letter of Understanding#20 "Incentive Plan" (LOU#20) with respect to the operation of this Plan in 1999 as follows:

1. The measures used to determine payout eligibility under the Incentive Pay Plan shall be:
  - **Net Income Before Financing Charges ("modified net income")**, defined as "total revenues less the sum of OM&A, fuel including power purchases and water rentals, variable used nuclear fuel disposal provisions and proxy property tax adjustments during 1999". This measure is also known as Earnings Before Interest, Taxes, Depreciation and Amortization (EBITDA).
  - **Accident Severity Rate (ASR)**, defined as 'number of days lost or charged due to accidents (temporary total disabilities, permanent disabling injuries and fatalities) per million hours worked from July 1, 1999 to December 31,1999".
  - **Y2K Readiness**, defined as "no Y2K induced disruption of electricity supply to customers related to that portion of the Bulk Electricity System associated with OPG".
2. The measures apply across OPGI (i.e., to both nuclear and non-nuclear portions of the company).
3. The targets for these measures are as follows:
  - Modified Net Income
    - The minimum or threshold target shall be a 1.25% improvement over the 1999 business plan goal. This minimum must be achieved to generate funding for the plan.
    - The optimum target shall be a 2.5% improvement over the 1999 business plan goal.
    - The exceptional target shall be a 5% improvement over the 1999 business plan goal.
  - The target for the ASR measure is 28 days for the last six months of 1999.
  - Y2K readiness is a critical measure that is either attained or not.
4. Modified Net Income results will be subject to independent auditing.
5. Payouts made under this Plan are contingent on achieving Y2K readiness.
6. Payouts made under this Plan will be reduced by 40% if the ASR target is not met.
7. Subject to paragraphs 5 and 6, the achievement of the minimum target for modified, net income will generate an incentive pot (for distribution to employees) of 1.0% of the Society base payroll (approximately \$3 million). Achievement of the optimum target for this measure will generate an incentive pot of 2.0% of Society base payroll (approximately \$6 million). Achievement of the exceptional target for this measure will generate an incentive pot of 4.0% of Society base payroll

(approximately \$12 million). Payments will be made if the minimum modified net income target is achieved. Achievements of modified net income improvements beyond the minimum, optimum and exceptional targets increases the size of the incentive pot as a linear function (e.g., if an improvement of 2.0% is reached, then an incentive pot of 1.6% of Society base payroll is generated). There will be no cap on payments (e.g., if a modified net income improvement of 6% is reached, then an incentive pot of 4.8% of Society base payroll will be generated). All the money in the incentive pot will be paid out to employees in April, 2000.

**Examples**

	Minimum	Optimum	Exceptional
Target Percent Improvement in Modified Net Income	1.25%	2.5%	5.0%
Size of Incentive Pot (% of Base Payroll)	1.0%	2.0%	4.0%
Size of Incentive Pot (% of Base Payroll) if ASR target is <b>not</b> achieved	.6%	1.2%	2.4%

- 8. Except as expressly modified in this Letter of Understanding, all provisions in LOU#20 and the Collective Agreement shall continue to apply.

Brian Story  
For OPGI

Gary Knowles  
For The Society

Oct. 29/99  
Date

**PART XVII  
- BUSINESS UNIT MID-TERM AGREEMENTS**

**#14 Re: Society Representation of Authorized Nuclear Operators in Rotations**

To implement the **Bruce Power** Procedure Authorized Nuclear Operator Staffing of Days Based on Rotational Positions within **Bruce Power** Divisions and the tripartite Memorandum of Understanding addressing matters of union representation dated January 11, 1996 (attached), the undersigned Parties agree:

**Bruce Power** will remit to The Society on a quarterly basis, a dollar amount equal to the weekly dues requirement in effect for Society represented staff.

The funds will be remitted for each week an Authorized Nuclear Operator is on rotational assignment to a position within The Society's jurisdiction, ending at the conclusion of the rotational assignment.

In addition to its jurisdiction over the position, The Society's representational rights and its Collective Agreement shall apply to any employee grievance for which the PWU does not have representational rights under the Memorandum of Understanding.

(Signed by D. Ivany for **Ontario Hydro** and J. Wilson for The Society, dated January 1, 1996)

## MEMORANDUM OF UNDERSTANDING

The Authorized Nuclear Operator Career Path Team produced an **Ontario Hydro** Nuclear (OHN) Procedure titled, "Authorized Nuclear Operator Staffing of Days Based Rotational Positions within **Bruce Power** Divisions". Contained in this procedure was a process for determining applicants to be selected for a rotational assignment to a position within The Society's jurisdiction. This Memorandum will address the matters of union representation and compensation to the unions.

### 1.0 CONDITIONS OF THE AGREEMENT

- a) Except as expressly modified in representation (Item 3), below, the Collective Agreement signed between **Ontario Hydro** and the Power Workers Union and **Ontario Hydro** and The Society apply.
- b) This Memorandum of Understanding is without prejudice to any Party's position in any other matter between the Parties and does not constitute a precedent.
- c) This Memorandum of Understanding is revocable upon one (1) year's written notice by any Party.

### 2.0 GENERAL PRINCIPLES

- a) Agreement must be reached with the responsible Society Unit Director to fill a position within the Jurisdiction of The Society on a rotational basis.
- b) Power Workers Union represents the individual Authorized Nuclear Operator as well as the position of Authorized Nuclear Operator.
- c) **Bruce Power** regularly requires an Authorized Nuclear Operator on a rotational assignment within The Society's jurisdiction to perform Power Workers Union jurisdiction work.

### 3.0 REPRESENTATION

When an Authorized Nuclear Operator is selected to fill a rotational assignment within the jurisdiction of The Society the following will apply:

- a) The Society represents the position.
- b) The employee is represented by the Power Workers' Union except for representation with respect to established working conditions for the position as set out in LOU #27 ("Re: Article 5 'Established Working Conditions' for Employees Temporarily Included in The Society's Jurisdiction") of The Society Collective Agreement.

(Signed by T. Pigeau for the Power Workers' Union, J. Wilson for The Society, and

D. Ivany for **Bruce Power**, dated January 11, 1996.

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