

# **COLLECTIVE AGREEMENT**

**Between**

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

**And**

**THE SOCIETY OF ENERGY PROFESSIONALS**

**January 1, 2015 – December 31, 2018**

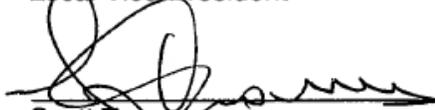
This Collective Agreement is hereby executed by the parties proper signing Officers on this \_\_\_\_ day of \_\_\_\_\_, 2015

**THE SOCIETY OF ENERGY PROFESSIONALS**

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



Mike Gade  
Local Vice-President



Scott Travers  
President



Cathy Sprague  
EVP, Human Resources



Brian Hilbers  
Chief Legal Officer and  
VP, Emergency Management

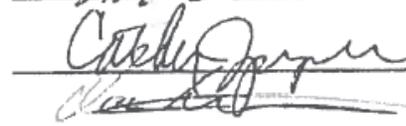
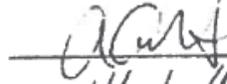
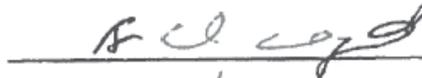
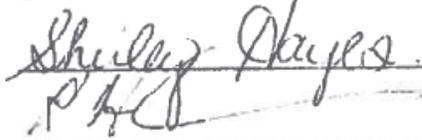
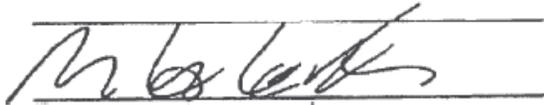
**BRUCE POWER  
LAW DIVISION**  
Approved: JM  
Date: 7/2/15

Memorandum of Settlement signed by the Bargaining Committees on 17 March 2015

**BRUCE POWER  
LABOR  
RELATIONS**  
Approved: [Signature]  
Date: July 7, 2015

**For the Society**

**For Bruce Power**



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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 is committed to providing safe, reliable, affordable, and environmentally sound electricity. 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\* 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 03 (formerly salary schedule 01), 10 (formerly salary schedule 11) and 14.
- b) Employees in Bruce Power whose full-time duties are security FLM work.

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\* Bruce Power 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:

- c) 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.
- d) See also Letter of Understanding #4A - Jurisdiction of Individuals Performing the Executive Assistant Function.

### 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.
  - iv) "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. "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.

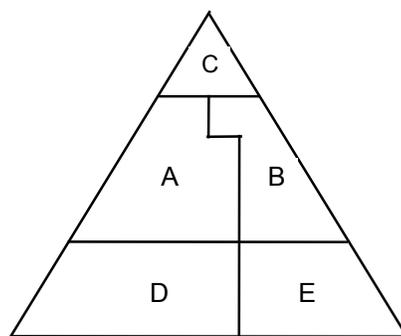
Any conflict of interest involving security staff will be subject to an expeditious internal confidential review/resolution process. If the internal resolution process is not capable of resolving the conflict of interest, then an expeditious external process will be activated.

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.	i) If job leaves Society jurisdiction, documents will be sent to The Society before finalization. ii) If Society jurisdiction does not change, documents will be sent to The Society after finalization.
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. Unless otherwise excluded under the terms of the Voluntary Recognition Agreement, Bruce Power will inform the Society of all new Band G positions established after the date of the execution of this agreement and will provide the relevant job documents for the Society's information.	If jurisdiction changes to Society bargaining unit, documents will be sent to The Society after finalization.
D	Documents for the following new jobs not established as PWU jobs in the past will be sent to The Society before finalization: i) Supervisory jobs. 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.	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
Bruce Power	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 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 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 Manager (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 Consultant 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.

**When an employee is hired directly from temporary to regular status, with no break in service greater than 30 calendar days, time served as a temporary Society represented employee in the same occupation code will count toward the probationary period.**

### 3.2 **Regular Employees**

A regular employee is an employee who has **satisfied Article 3.1**. 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 30 (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 30 (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 30 (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 34.7). 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 **For any assignment exceeding three months' duration, and prior to the assignment taking effect, the details and rationale will be discussed with the applicable Society Unit Director and written notice confirming the details of the assignment will be provided to the Society Unit Director and the employee.**

##### 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 **six** months of the temporary assignment. Dues shall be deducted and remitted to The Society for the **six-month** period. **Following this six month period, The Society will no longer represent the employee until such time as the employee returns to a position inside the bargaining unit.**

5.1.3 Except where otherwise specified in this Agreement, 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 21
- 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.

### 5.2.3 **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 procedure BP-PROC-00316 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 Article 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**

During the term of this Collective Agreement, this Article will be removed as Bruce Power and the Society recognize that as long as Bruce Power remains a one Business Unit Operation, Mid-Term Agreements between Business Units as contemplated by this Article are not applicable. If this situation changes during the Term of this Agreement, this Article will be reinstated and will come into full force and effect.

## **PART III – VOLUNTARY RECOGNITION AGREEMENT**

### **8.0 VRA AMENDMENTS**

A Voluntary Recognition Agreement (VRA) between Ontario Hydro 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.

Bruce Power provided the Society with Notice of Termination of Sections 4.0 and 5.0 of the VRA in June, 2010 as provided for in the Collective Agreement effective at that time. As a result, those Sections no longer apply. Bruce Power will 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 at the conclusion of a subsequent Collective Agreement, it must notify the other party in writing not less than six months prior to the expiry of the current 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 03 (formerly 01) or 10 (formerly 11) who under Plan A “Nature of Supervision” have either Degree 3 (or higher) or its equivalent.
- b) Employees on Schedules 10 (formerly 11), and 14 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, **2015** to December 31, **2018** inclusive and, thereafter, shall be renewed automatically from year to year 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. 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.

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.

## **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.

#### **10.4 A Society representative will be given an opportunity to conduct an orientation session for new probationary/regular employees, or temporary employees with greater than six (6) months service, within regular working hours at a time and of a duration that is mutually agreeable between the Company and the Society. The purpose is to acquaint the new employee with the benefits and duties of union membership.**

### **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.

## **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 Workplace Human Rights and Harassment Policy. An employee who has a harassment or discrimination complaint on the basis of these grounds will have access to Bruce Power Workplace Human Rights and Harassment Complaints resolution process.

Any Society-represented employee involved in Bruce Power Workplace Human Rights and Harassment 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 under Bruce Power's Workplace Human Rights and Harassment Complaints process, 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 by mutual consent and the costs of using them will be shared equally by Bruce Power and The Society.

## **15.0 ARTICLE 15 (FORMERLY COLLECTIVE AGREEMENT NEGOTIATION DISPUTES) HAS BEEN INTENTIONALLY LEFT BLANK**

## **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

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**

- a) 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.
- b) 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.
- c) 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.
- d) 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**

- a) 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.
- b) Prior to 2nd 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.

- c) 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.
- d) 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: George Surdykowski, Jules Bloch, Randy Levinson, **Laura Trachuk, and John Stout** (in that order of rotation). Changes to this list may be made by mutual consent of parties.
- 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 arbitral, 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 C08901 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, 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. The appropriate Society Unit Director will be advised, in advance, of the meeting by Management and the nature of the disciplinary issue, the name of the employee concerned, and the time and the place of the meeting. Prior to the meeting the employee will be advised of their right to have Society representation should he/she wish.

17.3 The Employer shall provide the Society and the employee with an email or written notice at least 48 hours in advance of an interview where discipline is likely to follow for such employee. Such notice shall indicate:

1. his/her right to be accompanied by a Society representative;

2. the purpose of the meeting, including a general outline of the issues involved

Nothing in the disciplinary interview process is intended to interfere with the Company's right to investigate matters or impair the right of employees to Union representation.

- 17.4 Disciplinary penalties resulting in a suspension without pay will not be imposed until a final decision (agreement between Union and Management, or an arbitrator's judgement) has been reached.

## **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's 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 27 will be subject to the Arbitration provisions (Step 3) of Article 16 of the Collective Agreement, for final and binding resolution.

**20.0** THIS ARTICLE HAS BEEN INTENTIONALLY LEFT BLANK.

## **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 Employees must be provided with a written record of the performance appraisal. Employees should receive written confirmation that the performance appraisal has taken place.
- 21.4 As the appraisal form is used as documentation of unsatisfactory performance, changes to the content and format of the appraisal form require the approval of the Society.
- 21.5 If an employee's performance level may result in a reduction in pay step 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.

21.6 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, the employee will be given written notice pursuant to article 21.5. 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.

## **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 Effective January 1, **2015**, salary rates shall be in accordance with Salary Schedules 03 (formerly 01), 10 (formerly 11), and 14 that are part of this Agreement.

The salary schedules shall be increased as follows:

<b>January 1, 2015</b>	<b>2.0%</b>
<b>January 1, 2016</b>	<b>2.0%</b>
<b>January 1, 2017</b>	<b>2.5%</b>
<b>January 1, 2018</b>	<b>2.0%</b>

### 24.0 COST OF LIVING ADJUSTMENT

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.

24.2 Defined as the difference between CPI increase for Ontario (all items 1992=100) for a 12 month period and “x”.

1. Note that for the following term periods, the value of “x” will be as follows:

January 1, **2017** – December 31, **2017**, “x” = **2.5**  
January 1, **2018** – December 31, **2018**, “x” = **2.0**

2. The COLA differential will be calculated to 2 decimal places based on the following formula:

- a) For the period of the agreement covering January 1, **2017** to December 31, **2017**, the COLA differential will be calculated in January **2018** based on the CPI increase for the 12 months ended December 31, **2017**. The payment will be made in the form of a lump sum effective December 31, **2017** and will be retroactive to the first payroll period in **2018**. The wage schedule will be adjusted effective December 31, **2017** for any COLA differential.
- b) For the period of the agreement covering January 1, **2018** to December 31, **2018**, the COLA differential will be calculated in January **2019** based on the CPI increase for the 12 months ended December 31, **2018**. The payment will be made in the form of a lump sum effective December 31, **2018** and will be retroactive to the first payroll period in **2019**. The wage schedule will be adjusted effective December 31, **2018** for any COLA differential.

<b>BRUCE POWER L. P.</b>						<b>01</b>
<b><u>SALARY SCHEDULE 01</u></b>						<b>2015</b>
<b>STANDARD SCHEDULE FOR</b>						
<b><u>MANAGEMENT AND PROFESSIONAL STAFF</u></b>						
<b><u>GRANDFATHERED ON IMPLEMENTATION OF CAREER PAY PLAN SCHEDULES</u></b>						
<b>- DOLLARS PER WEEK</b>						
<b>SALARY GRADE</b>						
<b>PERCENTAGE</b>						
<b>OF REF PT</b>		<b><u>MP2</u></b>	<b><u>MP3</u></b>	<b><u>MP4</u></b>	<b><u>MP5</u></b>	<b><u>MP6</u></b>
<b>Max</b>	115	2,357	2,514	2,680	2,858	3,047
	114	2,337	2,492	2,657	2,833	3,021
	113	2,316	2,470	2,634	2,808	2,994
	112	2,296	2,448	2,610	2,783	2,968
	111	2,275	2,426	2,587	2,758	2,941
	110	2,255	2,404	2,564	2,733	2,915
	109	2,234	2,382	2,540	2,709	2,888
	108	2,214	2,361	2,517	2,684	2,862
	107	2,193	2,339	2,494	2,659	2,835
	106	2,173	2,317	2,470	2,634	2,809
	105	2,152	2,295	2,447	2,609	2,782
	104	2,132	2,273	2,424	2,584	2,756
	103	2,111	2,251	2,400	2,560	2,729
	102	2,091	2,229	2,377	2,535	2,703
	101	2,070	2,208	2,354	2,510	2,676
<b><u>UNROUNDED REFERENCE POINTS</u></b>						
		<b><u>MP2</u></b>	<b><u>MP3</u></b>			
		2,049.9480	2,185.7571			
		<b><u>MP4</u></b>	<b><u>MP5</u></b>	<b><u>MP6</u></b>		
		2,330.5635	2,484.9633	2,649.5921		
<b>Note:</b>	<b>Employees who remained on Schedule 01 on January 1, 2007 did so in accordance with Article 25 of the Society Collective Agreement.</b>					
	<b>This schedule covers a 35-hour workweek.</b>					
						<b>Compensation &amp; Benefits</b>
						<b>Effective: January 1, 2015</b>
						<b>Revised:</b>

BRUCE POWER L. P.

03

2015

SALARY SCHEDULE 03

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

**SALARY GRADE**

<u>STEP</u>	<u>MP2</u>	<u>MP3</u>	<u>MP4</u>	<u>MP5</u>	<u>MP6</u>
16					2,650.00
15					2,598.00
14					2,544.00
13				2,486.00	2,486.00
12				2,435.00	2,435.00
11				2,384.00	2,384.00
10			2,331.00	2,331.00	
9			2,284.00	2,284.00	
8			2,235.00	2,235.00	
7		2,186.00	2,186.00		
6		2,119.00	2,119.00		
5	2,051.00	2,051.00	2,051.00		
4	1,951.00	1,951.00	1,951.00		
3	1,865.00	1,865.00	1,865.00		
2	1,697.00	1,697.00	1,697.00		
1 <sup>(1)</sup>	1,562.00	1,562.00	1,562.00		
0 <sup>(1)</sup>	1,395.00	1,395.00	1,395.00		

**Notes:**

**This schedule covers a 35-hour workweek.**

**Employees will be placed on Steps 0 and 1 on this Schedule in accordance with Article 25.3.2, and 25.3.3 of the Society Collective Agreement.**

**Compensation & Benefits**

**Effective: January 1, 2015**

**Revised:**

BRUCE POWER L. P.

10

2015

SALARY SCHEDULE 10

STANDARD SCHEDULE FOR  
MANAGEMENT AND PROFESSIONAL STAFF

- DOLLARS PER WEEK

SALARY GRADE

<u>STEP</u>	<u>MP2</u>	<u>MP3</u>	<u>MP4</u>	<u>MP5</u>	<u>MP6</u>
16					3,104.00
15					3,042.00
14					2,979.00
13				2,912.00	2,912.00
12				2,852.00	2,852.00
11				2,792.00	2,792.00
10			2,730.00	2,730.00	
9			2,675.00	2,675.00	
8			2,618.00	2,618.00	
7		2,560.00	2,560.00		
6		2,482.00	2,482.00		
5	2,402.00	2,402.00	2,402.00		
4	2,285.00	2,285.00	2,285.00		
3	2,184.00	2,184.00	2,184.00		
2	1,987.00	1,987.00	1,987.00		
1	1,829.00	1,829.00	1,829.00		
0	1,633.00	1,633.00	1,633.00		

**Notes:**

**This schedule covers a 40-hour workweek.**

**Any employee hired into any position identified in Article 25.3.1 will start at a minimum of Step 3 of the MP4 pay scale.**

**Compensation & Benefits**

**Effective: January 1, 2015**

**Revised:**

BRUCE POWER L. P.

11

2015

SALARY SCHEDULE 11

STANDARD SCHEDULE FOR  
MANAGEMENT AND PROFESSIONAL STAFF  
GRANDFATHERED ON IMPLEMENTATION OF CAREER PAY PLAN SCHEDULES

- DOLLARS PER WEEK

SALARY GRADE

<u>PERCENTAGE</u>		<u>MP4</u>	<u>MP5</u>	<u>MP6</u>
<u>OF REF PT</u>				
<b>Max</b>	115	3,140	3,348	3,569
	114	3,112	3,318	3,538
	113	3,085	3,289	3,507
	112	3,058	3,260	3,476
	111	3,030	3,231	3,445
	110	3,003	3,202	3,414
	109	2,976	3,173	3,383
	108	2,948	3,144	3,352
	107	2,921	3,115	3,321
	106	2,894	3,086	3,290
	105	2,867	3,057	3,259
	104	2,839	3,027	3,228
	103	2,812	2,998	3,197
	102	2,785	2,969	3,166
	101	2,757	2,940	3,135

UNROUNDED REFERENCE POINTS

<u>MP4</u>	<u>MP5</u>	<u>MP6</u>
2,730.0887	2,910.9571	3,103.8080

**Note:** Employees who remained on Schedule 11 on January 1, 2007 did so in accordance with Article 25 of the Society Collective Agreement.

**This schedule covers a 40-hour workweek.**

**Compensation & Benefits**  
**Effective: January 1, 2015**  
**Revised:**



		<b>BRUCE POWER L. P.</b>					<b>01</b>
		<b><u>SALARY SCHEDULE 01</u></b>					<b>2016</b>
		<b>STANDARD SCHEDULE FOR</b>					
		<b><u>MANAGEMENT AND PROFESSIONAL STAFF</u></b>					
		<b><u>GRANDFATHERED ON IMPLEMENTATION OF CAREER PAY PLAN SCHEDULES</u></b>					
		<b>- DOLLARS PER WEEK</b>					
		<b>S A L A R Y   G R A D E</b>					
<b>PERCENTAGE</b>							
<b>OF REF PT</b>		<b><u>MP2</u></b>	<b><u>MP3</u></b>	<b><u>MP4</u></b>	<b><u>MP5</u></b>	<b><u>MP6</u></b>	
<b>Max</b>	115	2,405	2,564	2,734	2,915	3,108	
	114	2,384	2,542	2,710	2,890	3,081	
	113	2,363	2,519	2,686	2,864	3,054	
	112	2,342	2,497	2,662	2,839	3,027	
	111	2,321	2,475	2,639	2,813	3,000	
	110	2,300	2,452	2,615	2,788	2,973	
	109	2,279	2,430	2,591	2,763	2,946	
	108	2,258	2,408	2,567	2,737	2,919	
	107	2,237	2,386	2,544	2,712	2,892	
	106	2,216	2,363	2,520	2,687	2,865	
	105	2,195	2,341	2,496	2,661	2,838	
	104	2,175	2,319	2,472	2,636	2,811	
	103	2,154	2,296	2,448	2,611	2,784	
	102	2,133	2,274	2,425	2,585	2,757	
	101	2,112	2,252	2,401	2,560	2,730	
		<b><u>UNROUNDED REFERENCE POINTS</u></b>					
		<b><u>MP2</u></b>	<b><u>MP3</u></b>				
		2,090.9470	2,229.4722				
		<b><u>MP4</u></b>	<b><u>MP5</u></b>	<b><u>MP6</u></b>			
		2,377.1747	2,534.6625	2,702.5839			
<b>Note:</b>		<b>Employees who remained on Schedule 01 on January 1, 2007 did so in accordance with Article 25 of the Society Collective Agreement.</b>					
		<b>This schedule covers a 35-hour workweek.</b>					
		<b>Compensation &amp; Benefits</b>					
		<b>Effective:    January 1, 2016</b>					
		<b>Revised:</b>					

BRUCE POWER L. P.

03

2016

SALARY SCHEDULE 03

STANDARD SCHEDULE FOR  
MANAGEMENT AND PROFESSIONAL STAFF  
 - DOLLARS PER WEEK

SALARY GRADE

STEP	MP2	MP3	MP4	MP5	MP6
16					2,703.00
15					2,649.00
14					2,594.00
13				2,535.00	2,535.00
12				2,483.00	2,483.00
11				2,431.00	2,431.00
10			2,377.00	2,377.00	
9			2,330.00	2,330.00	
8			2,280.00	2,280.00	
7		2,230.00	2,230.00		
6		2,161.00	2,161.00		
5	2,092.00	2,092.00	2,092.00		
4	1,990.00	1,990.00	1,990.00		
3	1,902.00	1,902.00	1,902.00		
2	1,731.00	1,731.00	1,731.00		
1 <sup>(1)</sup>	1,593.00	1,593.00	1,593.00		
0 <sup>(1)</sup>	1,423.00	1,423.00	1,423.00		

**Notes:**

**This schedule covers a 35-hour workweek.**

**Employees will be placed on Steps 0 and 1 on this Schedule in accordance with Article 25.3.2, and 25.3.3 of the Society Collective Agreement.**

**Compensation & Benefits**

**Effective: January 1, 2016**

**Revised:**

BRUCE POWER L. P.

10

2016

**SALARY SCHEDULE 10**

**STANDARD SCHEDULE FOR  
MANAGEMENT AND PROFESSIONAL STAFF**

**- DOLLARS PER WEEK**

**SALARY GRADE**

<b>STEP</b>	<b><u>MP2</u></b>	<b><u>MP3</u></b>	<b><u>MP4</u></b>	<b><u>MP5</u></b>	<b><u>MP6</u></b>
16					3,165.00
15					3,103.00
14					3,038.00
13				2,970.00	2,970.00
12				2,908.00	2,908.00
11				2,847.00	2,847.00
10			2,784.00	2,784.00	
9			2,728.00	2,728.00	
8			2,670.00	2,670.00	
7		2,611.00	2,611.00		
6		2,531.00	2,531.00		
5	2,449.00	2,449.00	2,449.00		
4	2,330.00	2,330.00	2,330.00		
3	2,227.00	2,227.00	2,227.00		
2	2,027.00	2,027.00	2,027.00		
1	1,865.00	1,865.00	1,865.00		
0	1,666.00	1,666.00	1,666.00		

**Notes:**

**This schedule covers a 40-hour workweek.**

**Any employee hired into any position identified in Article 25.3.1 will start at a minimum of Step 3 of the MP4 pay scale.**

**Compensation & Benefits**

**Effective: January 1, 2016**

**Revised:**

BRUCE POWER L. P.

11

2016

SALARY SCHEDULE 11

STANDARD SCHEDULE FOR  
MANAGEMENT AND PROFESSIONAL STAFF  
GRANDFATHERED ON IMPLEMENTATION OF CAREER PAY PLAN SCHEDULES

- DOLLARS PER WEEK

SALARY GRADE

<u>PERCENTAGE</u>					
<u>OF REF PT</u>		<u>MP4</u>	<u>MP5</u>	<u>MP6</u>	
<b>Max</b>	115	3,202	3,415	3,641	
	114	3,175	3,385	3,609	
	113	3,147	3,355	3,577	
	112	3,119	3,325	3,546	
	111	3,091	3,296	3,514	
	110	3,063	3,266	3,482	
	109	3,035	3,236	3,451	
	108	3,007	3,207	3,419	
	107	2,980	3,177	3,387	
	106	2,952	3,147	3,356	
	105	2,924	3,118	3,324	
	104	2,896	3,088	3,293	
	103	2,868	3,058	3,261	
	102	2,840	3,029	3,229	
	101	2,813	2,999	3,198	

UNROUNDED REFERENCE POINTS

<u>MP4</u>	<u>MP5</u>	<u>MP6</u>
2,784.6905	2,969.1762	3,165.8841

**Note:** Employees who remained on Schedule 11 on January 1, 2007 did so in accordance with Article 25 of the Society Collective Agreement.

**This schedule covers a 40-hour workweek.**

**Compensation & Benefits**  
**Effective:** January 1, 2016  
**Revised:**





BRUCE POWER L. P.

03

2017

**SALARY SCHEDULE 03**

**STANDARD SCHEDULE FOR  
MANAGEMENT AND PROFESSIONAL STAFF**

**- DOLLARS PER WEEK**

**SALARY GRADE**

<b>STEP</b>	<b><u>MP2</u></b>	<b><u>MP3</u></b>	<b><u>MP4</u></b>	<b><u>MP5</u></b>	<b><u>MP6</u></b>
16					2,770.00
15					2,716.00
14					2,659.00
13				2,599.00	2,599.00
12				2,545.00	2,545.00
11				2,492.00	2,492.00
10			2,437.00	2,437.00	
9			2,388.00	2,388.00	
8			2,337.00	2,337.00	
7		2,286.00	2,286.00		
6		2,215.00	2,215.00		
5	2,144.00	2,144.00	2,144.00		
4	2,040.00	2,040.00	2,040.00		
3	1,949.00	1,949.00	1,949.00		
2	1,774.00	1,774.00	1,774.00		
1 <sup>(1)</sup>	1,633.00	1,633.00	1,633.00		
0 <sup>(1)</sup>	1,458.00	1,458.00	1,458.00		

**Notes:**

**This schedule covers a 35-hour workweek.**

**Employees will be placed on Steps 0 and 1 on this Schedule in accordance with Article 25.3.2, and 25.3.3 of the Society Collective Agreement.**

**Compensation & Benefits**

**Effective: January 1, 2017**

**Revised:**



BRUCE POWER L. P.

11

2017

SALARY SCHEDULE 11

STANDARD SCHEDULE FOR

MANAGEMENT AND PROFESSIONAL STAFF  
GRANDFATHERED ON IMPLEMENTATION OF CAREER PAY PLAN SCHEDULES

- DOLLARS PER WEEK

SALARY GRADE

**PERCENTAGE**

**OF REF PT**

MP4

MP5

MP6

<b>Max</b>	115	3,282	3,500	3,732
	114	3,254	3,469	3,699
	113	3,225	3,439	3,667
	112	3,197	3,409	3,634
	111	3,168	3,378	3,602
	110	3,140	3,348	3,570
	109	3,111	3,317	3,537
	108	3,083	3,287	3,505
	107	3,054	3,256	3,472
	106	3,026	3,226	3,440
	105	2,997	3,196	3,407
	104	2,968	3,165	3,375
	103	2,940	3,135	3,342
	102	2,911	3,104	3,310
	101	2,883	3,074	3,277

UNROUNDED REFERENCE POINTS

MP4

MP5

MP6

2,854.3077                      3,043.4056                      3,245.0312

**Note:** Employees who remained on Schedule 11 on January 1, 2007 did so in accordance with Article 25 of the Society Collective Agreement.

**This schedule covers a 40-hour workweek.**

**Compensation & Benefits**

**Effective:** January 1, 2017

**Revised:**



		<b>BRUCE POWER L. P.</b>					<b>01</b>
		<b><u>SALARY SCHEDULE 01</u></b>					<b>2018</b>
		<b>STANDARD SCHEDULE FOR</b>					
		<b><u>MANAGEMENT AND PROFESSIONAL STAFF</u></b>					
		<b><u>GRANDFATHERED ON IMPLEMENTATION OF CAREER PAY PLAN SCHEDULES</u></b>					
		<b>- DOLLARS PER WEEK</b>					
		<b>S A L A R Y   G R A D E</b>					
<b>PERCENTAGE</b>							
<b>OF REF PT</b>		<b><u>MP2</u></b>	<b><u>MP3</u></b>	<b><u>MP4</u></b>	<b><u>MP5</u></b>	<b><u>MP6</u></b>	
<b>Max</b>	115	2,514	2,681	2,858	3,047	3,249	
	114	2,492	2,657	2,833	3,021	3,221	
	113	2,470	2,634	2,808	2,994	3,193	
	112	2,448	2,611	2,784	2,968	3,165	
	111	2,427	2,587	2,759	2,941	3,136	
	110	2,405	2,564	2,734	2,915	3,108	
	109	2,383	2,541	2,709	2,888	3,080	
	108	2,361	2,517	2,684	2,862	3,052	
	107	2,339	2,494	2,659	2,835	3,023	
	106	2,317	2,471	2,634	2,809	2,995	
	105	2,295	2,447	2,610	2,782	2,967	
	104	2,274	2,424	2,585	2,756	2,939	
	103	2,252	2,401	2,560	2,729	2,910	
	102	2,230	2,378	2,535	2,703	2,882	
	101	2,208	2,354	2,510	2,676	2,854	
		<b><u>UNROUNDED REFERENCE POINTS</u></b>					
			<b><u>MP2</u></b>	<b><u>MP3</u></b>			
			2,186.0851	2,330.9132			
		<b><u>MP4</u></b>	<b><u>MP5</u></b>	<b><u>MP6</u></b>			
		2,485.3362	2,649.9897	2,825.5515			
<b>Note:</b>	<b>Employees who remained on Schedule 01 on January 1, 2007 did so in accordance with Article 25 of the Society Collective Agreement.</b>						
	<b>This schedule covers a 35-hour workweek.</b>						
						<b>Compensation &amp; Benefits</b>	
						<b>Effective:    January 1, 2018</b>	
						<b>Revised:</b>	





BRUCE POWER L. P.

11

2018

SALARY SCHEDULE 11

STANDARD SCHEDULE FOR  
MANAGEMENT AND PROFESSIONAL STAFF  
GRANDFATHERED ON IMPLEMENTATION OF CAREER PAY PLAN SCHEDULES

- DOLLARS PER WEEK

SALARY GRADE

<u>PERCENTAGE</u>					
<u>OF REF PT</u>		<u>MP4</u>	<u>MP5</u>	<u>MP6</u>	
Max	115	3,348	3,570	3,806	
	114	3,319	3,539	3,773	
	113	3,290	3,508	3,740	
	112	3,261	3,477	3,707	
	111	3,232	3,446	3,674	
	110	3,203	3,415	3,641	
	109	3,173	3,384	3,608	
	108	3,144	3,353	3,575	
	107	3,115	3,322	3,542	
	106	3,086	3,291	3,509	
	105	3,057	3,259	3,475	
	104	3,028	3,228	3,442	
	103	2,999	3,197	3,409	
	102	2,970	3,166	3,376	
	101	2,941	3,135	3,343	

UNROUNDED REFERENCE POINTS

<u>MP4</u>	<u>MP5</u>	<u>MP6</u>
2,911.3938	3,104.2736	3,309.9317

**Note:** Employees who remained on Schedule 11 on January 1, 2007 did so in accordance with Article 25 of the Society Collective Agreement.

**This schedule covers a 40-hour workweek.**

**Compensation & Benefits**

**Effective:** January 1, 2018

**Revised:**



## **25.0 CAREER PAY PLAN**

### **25.1 Annual Progressions**

- 25.1.1 Salary schedules 03 and 10 are time based schedules whereby employees will receive an annual one step increment up to the maximum rate for their job.
- 25.1.2 For all employees who, as of January 1, 2007, are considered regular employees, annual step increments will occur automatically on January 1st of each year. For new employees hired after January 1, 2007, annual step increments will occur on the employee's ECD anniversary date.
- 25.1.3 A progression step may be withheld due to unsatisfactory performance as described in Article 21.

### **25.2 Grandfathering**

- 25.2.1 Salary schedules 01 and 11 represent the salary schedules for those employees whose rate exceeds the maximum rate for their job as of January 1, 2007 (date of implementation of new career pay plan). For greater clarity, it is understood that these employees will not receive step progression but will continue to receive economic increases pursuant to Article 23. Furthermore, it is understood that, for the purposes of the application of all provisions of the collective agreement, these employees will be deemed to be on the equivalent Salary Schedules 03 and 10, respectively.

### **25.3 Initial Placement**

- 25.3.1 The salary entry level for all employees hired on the MP4 scale in all positions other than those formerly known as "Promotion-in-Place" will be a minimum of Step 3 of the new Salary Schedules. (Examples of such positions include, but are not limited to, FLM jobs; Business Analyst - occupation code 748899; Commercial Specialist - Solutions - occupation code 748900; Communications Consultant - occupation code 729095; Ergonomist - occupation code 729077.)
- 25.3.2 New graduates hired in positions formerly known as "Promotion-in-Place" positions will start on step 0 of the appropriate scale. \*\*Note: See list of former Promotion-in-Place positions in Attachment "B" (at the end of the article).
- 25.3.3 Only relevant professional-level work experience is counted in consideration for starting on Step 2 or higher. Note: experience as a student prior to graduation is only considered for selection and not for placement on a higher step.
- 25.3.4 Compensation for Certified Nuclear Operations and Operations Specialist Staff is governed by LOU #8 and Salary Schedule 14.

25.4 **Promotion**

25.4.1 Where a **Society represented** employee is promoted there will be an immediate 1 step increment increase, and subsequent progressions will take place annually on the Position Start Date.

25.4.2 Promotions from PWU to a Society position that directly supervises PWU staff will result in a pay increase which represents at least a 3% pay increase and is not less than the bottom of the appropriate pay scale. **Subsequent progressions will take place annually on the Position Start date.**

25.5 The employer may make individual payments to individual employees above that required by the Plan. (The Society continues to hold representation rights pertaining to payments above the requirements of the Plan; however, The Society agrees to not exercise these rights for the life of the career pay plan on condition that the employer has a fair and transparent policy for such payments.)

**26.0** THIS ARTICLE HAS INTENTIONALLY BEEN LEFT BLANK.

**PROMOTION-IN-PLACE PLANS**

<b>TECHNICAL ENGINEER/SCIENTIST JOB FAMILY</b> Assistant Engineer/Scientist/Technical Officer Associate Engineer/Scientist/Technical Officer Senior Engineer/Scientist Technical Officer	623011 623103 623301	MP2 MP3 MP4
<b>TECHNICAL JOB FAMILY</b> Assistant Technical Engineer/Officer Technical Engineer/Officer Senior Technical Engineer/Officer	670118 670042 670309	MP2 MP3 MP4
<b>NUCLEAR DESIGN ENGINEER</b> Nuclear Design Engineer Nuclear Design Engineer Nuclear Design Engineer	650024 650023 650022	MP2 MP3 MP4
<b>DESIGN ENGINEER/OFFICER</b> Associate Design Engineer Design Engineer Senior Design Engineer	650119 650098 650320	MP2 MP3 MP4
<b>PROJECT ENGINEER/OFFICER</b> Associate Project Engineer Project Engineer Senior Project Engineer	660119 660090 660306	MP2 MP3 MP4
<b>INDUSTRIAL HYGIENE AND HEALTH PHYSICS JOB FAMILIES</b> Assistant Industrial Hygienist Associate Industrial Hygienist Industrial Hygienist	620117 620083 620052	MP2 MP3 MP4
Assistant Health Physicist Assistant Health Physicist Health Physicist	688101 688100 688006	MP2 MP3 MP4
<b>COST &amp; SCHEDULING JOB FAMILY</b> Cost & Scheduling Analyst Cost & Scheduling Analyst Cost & Schedule Analyst	701017 701016 701015	MP2 MP3 MP4
<b>INFORMATION SYSTEMS JOB FAMILY</b> Information Systems Analyst Information Management Analyst Senior Information Systems Analyst	734074 734081 739409	MP2 MP3 MP4

## **27.0 JOB EVALUATION PLANS**

### **27.1 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.

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

27.2.1 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.

27.2.2 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.

27.2.3 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/Bruce Power grievance procedure contained in Article 16 of the Collective Agreement.

27.2.4 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.

27.2.5 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 Article 16 of the Collective Agreement).

Any unresolved issues will proceed through the grievance/arbitration process in Article 16 of the Collective Agreement at Step 2.

27.2.6 The parties agree that the requirement to jointly develop a new job evaluation plan is deferred and requires the consent of both parties to proceed.

27.3 Bruce Power shall provide to the Society up to date job documents, including job descriptions, job specification and Plan "A" job evaluation rating, for positions which require a Plan "A" rating (for clarity this does not include positions for which there is a "struck" rate or "Agreed Upon" rate), for all Active Society-represented positions.

Bruce Power confirms that all job documents, including job description and job specifications, are available to all Society-Represented employees via the HR internet for all Society-represented positions.

**28.0** THIS ARTICLE HAS BEEN INTENTIONALLY LEFT BLANK

**29.0** THIS ARTICLE HAS BEEN INTENTIONALLY LEFT BLANK

**30.0 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 to go beyond 24 months. The impact on employment continuity should be an important consideration in the decision to hire temporary employees.

**30.1 Society Notification**

Bruce Power will discuss the circumstances with the **applicable** Society **Unit Director** prior to hiring a temporary employee. The Society will be **provided with a copy of the temporary hiring form prior to hiring.**

**No temporary employee will be employed for more than a cumulative total of 24 months. At the end of each period of temporary employment, regardless of length, Bruce Power may not offer a subsequent temporary assignment or direct hire contract employment to the employee until 12 months have elapsed since their last period of temporary employment. After these 12 months have elapsed, the accrued cumulative total is reset to zero.**

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

**30.2 Temporary Employees with Less than 12 Months' Service**

**30.2.1 Compensation and Benefits Treatment**

Temporary Employees will only be entitled to the following specific compensation and benefit treatments during their term of employment:

- i) Vacations: **same as Regular employees.**
- ii) Statutory Holidays: **same as Regular employees.**
- 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.

ix) Overtime: same as regular employees.

### 30.2.2 **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.

### 30.3 **Temporary Employees with More than 12 Months Service**

Temporary employees with more than 12 months service are entitled to all items in Section 30.2 above, except for 30.2.1 iv), as well as the following:

- i) Sick leave credits equal to eight days at 100% and 15 days at 75% per annum.
- ii) Performance appraisals.
- iii) Severance pay equal to two weeks' base salary per continuous year of service.
- iv) A lump sum taxable payment(s) totaling \$150 per month beginning during their 13th month of continuous active **Society temporary** service.
- v) A one step increment on the employee's one year position start date anniversary.

### 30.4 **Temporary Employees Working Reduced Hours**

Temporary employees who work reduced hours will have the items listed in Sections 30.2.1 and 30.2.2 pro-rated in accordance with the provisions outlined in Article 71 (Reduced Hours of Work).

## **PART VIII – ABSENCE FROM WORK**

### **31.0 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.

### **31.1 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.

### **31.2 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.

### **31.3 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.

### **31.4 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.

31.5 **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.

31.6 **Sabbaticals**

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

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

**Note:** The process for Sabbaticals is outlined in the policy “Self-Funded Sabbaticals”.

31.7 **Compassionate Care Leave**

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

Legislation was enacted effective January 1, 2004 through the Federal Government to allow employees access to EI benefits to provide care or support to a gravely ill family member with significant risk of death within 26 weeks. The Provincial Government of Ontario has enacted legislation to allow family members leave up to 8 weeks to care for seriously ill family members.

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

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

- a) For those employees on Compassionate Care Leave pursuant to the Employment Insurance Act, the following entitlement will apply: up to 8 weeks, dependent on the length of his/her EI entitlement; equivalent to the difference between the employment insurance benefits the employee is eligible to receive and 93 percent (93%) of the employee’s base pay.
- b) Other earnings received by the employee will be considered so that the total combination of SUB, EI benefits and other earnings will not exceed 93 percent (93%) of the employee’s base pay.

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

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

## **32.0 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 will be 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.

## **33.0 RELEASE OF SOCIETY REPRESENTATIVES**

### **33.1 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.

## 33.2 **Specific Circumstances**

- 33.2.1 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.
- 33.2.2 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.
- 33.2.3 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.
- 33.2.4 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.
- 33.3 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).
- 33.4 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.

- 33.5 Effective 01 July 2011, Bruce Power shall contribute towards the salaries of the elected Society Executive who, at the time of their election to a Society Executive position, are employees of Bruce Power. The Society Executive for this purpose shall include the Principal Officer positions (President, Executive Vice President Policy, Executive Vice President Finance and Executive Vice President Member Services).
- 33.6 Members of the Society Executive shall remain on the payroll of Bruce Power, and Bruce Power shall bill the Society on a quarterly basis for the cost of salary, benefits, pension and other payroll burdens, being the fully burdened cost of salary, for each Society Executive member minus an amount that is established on a per capita basis of Bruce Power Society-represented employees as compared to the total number of persons represented by the Society (the "Total Society membership"). For example, if the number of Bruce Power Society-represented employees equals 10% of the Total Society membership, Bruce Power shall contribute 10% towards the salary of each Society executive. Bruce Power will provide the Society with a breakdown of amounts included in the applicable payroll burdens.
- a) For the purposes of the above calculations, the total number of Bruce Power Society-represented employees shall be based on the number of regular, full-time Society-represented persons employed by Bruce Power at the end of each calendar year. Bruce Power shall provide to the Society the total number of Bruce Power Society-represented employees as at the end of each calendar year by the end of January 31 of the following year. The Society shall provide to Bruce Power the Total Society membership number as at the end of each calendar year by January 31 of the following year.
  - b) The total number of Bruce Power Society-represented employees and the Total Society membership as at the end of each year shall be used as the basis under this article for the next year. For example, the total number of Bruce Power Society-represented employees and Total Society membership for 2010 shall be used to calculate the contributions toward the Society Executive payment for 2011.
- 33.7 It is understood and agreed that the salary paid to the elected members of the Society Executive who, at the time of their election to a Society Executive position, are employees of Bruce Power shall be at the pay rate for the position held by the employee upon election to the Society Executive role. All increases applicable to the position will be made by Bruce Power. If the Society decides to change its pay practices with respect to its Principal Officers, it is understood that the salary paid to the members of the Society Executive, who are employees of Bruce Power, shall be salary specified in writing by the Society.

#### **34.0 VACATIONS**

Whenever possible, vacations will be granted at dates requested by the employees, but in view of the Company's role in providing a vital service at all times, the Company reserves the right to determine the dates when vacations may be taken. The process for approval of vacation shall be as follows:

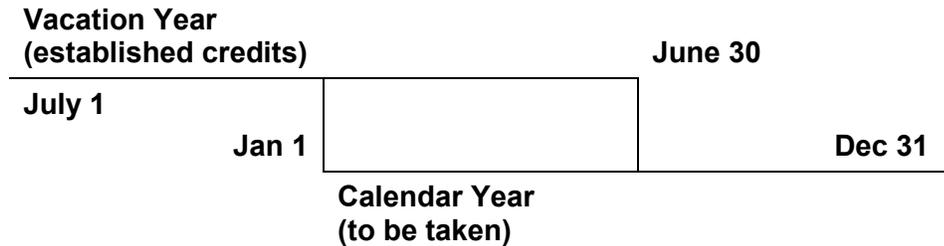
When a request is submitted by the employee to the appropriate supervisor the request must be dispositioned:

- a) within a two (2) week period if the time requested is more than one (1) month from the date the request is given to the supervisor, or

- b) within two (2) days if the time requested is less than one (1) month from the date the request is given to the supervisor.

If the supervisor cannot disposition the request in (a) above, within the given two (2) week period, then a reason for not dispositioning the request in that time period must be given to the employee, in writing. Failure to disposition the vacation request in the time periods mentioned above, is a fit matter for the grievance/arbitration process

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



**34.1 Vacation Entitlement**

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

**34.2 Less Than One Year of Service**

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).

**34.3 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.

**34.4 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.

**34.5 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.

**34.6 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.

**34.7 External Experience Credit**

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

Appointments to Positions Paid from Salary Schedules 03, 10 and 14

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 03,10 and 14 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 03 (formerly Schedule 01)	April 1, 1956
Salary Schedules 14	January 1, 2004
Salary Schedules 10 (formerly Schedule 11)	January 1, 2001

<b>Salary Grade Hired Into</b>	<b>Vacation Credit</b>
MP2	2 years
MP3	3 years
MP4	4 years
MP5	5 years
MP6	6 years

**34.8 Vacation Credit for Prior Service**

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

**34.9 Vacation Without Pay**

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

**34.10 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.

**34.11 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.

- 34.11.1 Employees who reach the 30-week maximum will be required to take their full vacation each year, and the Company will be required to grant such vacation each year, with such vacation being scheduled according to the provisions of Article 34.0. Alternatively, and at the request of the employee, vacation in excess of the 30 weeks may be paid out at the end of each year.
- 34.11.2 Employees who have, as of December 31, 2010, more than 30 weeks' vacation in their bank will be permitted to retain the excess but will not be permitted to accrue any additional banked vacation until such time as their bank drops below the 30-week maximum.

**34.12 Vacation Bonus**

In the calendar year in which a regular employee completes:

- 26 years' service - 1 day's base pay
- 27 years' service - 2 days' base pay
- 28 years' service - 3 days' base pay
- 29 years' service - 4 days' base pay
- 30 years' service - 5 days' base pay
- 31 years' service - 6 days' base pay
- 32 years' service - 7 days' base pay
- 33 years' service - 8 days' base pay
- 34 years' service - 9 days' base pay
- 35 years' service - 10 days' base pay and beyond

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

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

- continue the current method of receiving the money
- OR
- bank the time to a maximum of six (6) weeks, to be used immediately preceding retirement.

If option (b) is chosen, HR Customer Response Center has to be notified by March 31 of the current year.

**34.13 Vacation Entitlement on Retirement/Termination**

**Retirement**

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.

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

- If an employee terminates between July 1, and December 31, he/she receives the following:
  - a) Pay for any unused vacation days earned up to June 30, and not taken during the current calendar year; plus
  - b) 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.
- If an employee terminates between January 1, and June 30, he/she receives the following:
  - a) 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
  - b) 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.

**34.15 Deferment or Interruption of Vacation**

- 34.15.1 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.
- 34.15.2 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.
- 34.15.3 Deferred or interrupted vacation days will be rescheduled at a later date.

**35.0 STATUTORY HOLIDAYS AND FLOATING HOLIDAYS**

35.1 The following days are recognized by Bruce Power as statutory holidays:

New Year's Day	Christmas Day	<b>Family Day</b>
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.

- 35.1.1 When Canada Day falls on a Saturday or Sunday, it shall be observed on the following Monday.
- 35.1.2 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.

35.1.3 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.

35.1.4 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.

35.1.5 **Those employees who are serving or have served in the Canadian Armed Forces, including those who are currently active in the 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.

35.2 **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.

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**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

**Note:** In order to be eligible for the for the SUB plan benefits while on parental leave, please see the clarity note in article 41.3.

- 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

**Clarity Note:** In order to be eligible for SUB Plan payments, an employee must be in receipt of Employment Insurance Benefits and must begin and end their parental leave within 52 weeks in which the child is born or comes into the custody, care and control of the parent for the first time pursuant to the Employment Insurance Act. Employees are advised to consult with the Employment Insurance office to clarify their entitlements.

- 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 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
SUB=93%	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' Safety and Insurance Board (WSIB) (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 WSIB (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.
- 43A.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 members of the Society, Eligible Dependents and Pensioners", January 1 2005, and in accordance with the existing insurance carrier contract for Society-represented staff.

### **46.0 EXTENDED HEALTH BENEFITS (EHB)**

The parties agree to a "universal plan" the same as the current PWU plan as it exists January 1, **2015**. Any amendments in coverage will require the agreement of the Society.

Bruce Power will provide information on the Plan to all Society represented employees and will make this Plan available on the intranet.

- Deductibles - eliminated until December 31, **2018**.

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

46.2 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**

The parties agree to a "universal plan" the same as the PWU Plan as it exists on January 1, **2015**. Any amendments in coverage will require the agreement of the Society.

Bruce Power will provide information on the Plan to all Society represented employees and will make this Plan available on the intranet.

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, with the following exception:

The semi-private differential between ward accommodations (covered by the Ontario Health Insurance Plan (OHIP) and semi-private accommodations in contract (private) hospitals, or in a convalescent/rehabilitative hospital, such as St. John's in Toronto, is limited to a maximum of \$40.00/day, up to a maximum of 365 days per lifetime.

## 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 1st 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.

### 4.9.2 Life Insurance Options

Option	Basic Term Insurance <sup>1</sup>	Additional Term Insurance <sup>2</sup>
I	Two Times Base Salary	Nil
II	Two Times Base Salary	One Times Base Salary

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.

<sup>1</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>2</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.

49.4 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 Bruce Power Pension Plan (Registration #1072594, OSFI Registration #57250) constitutes the present Pension Plan and forms part of this collective agreement. The provisions of the Pension Plan are generally described in the most recent Bruce Power Pension Plan brochure. 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 Plan.

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 **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.

50.5 -

50.10 ARTICLES 50.5 THROUGH 50.10 INCLUSIVE HAVE INTENTIONALLY BEEN LEFT BLANK.

#### 50.11 **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.”

#### 50.12 **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.

#### 50.13 **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.

50.14 **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.

50.15 **Employee Contributions**

**Employee pension plan contributions shall be as follows:**

- **Effective January 1, 2015**
  - **5.5% of base earnings below YMPE (Yearly Maximum Pensionable Earnings)**
  - **7.5% of base earnings above YMPE**

## **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).

### **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 Bruce Power 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 Relocation Manager 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 a 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 or 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**

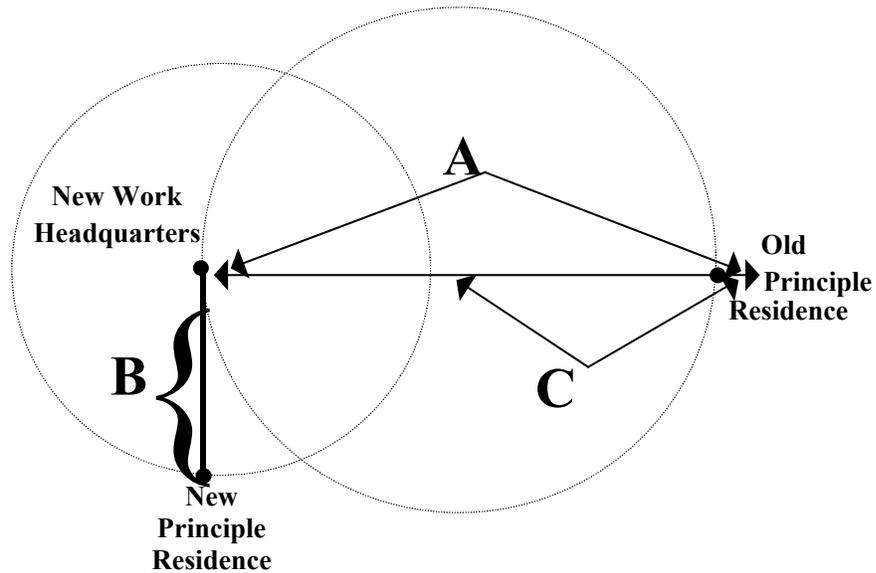
52.2.1 Normally, an employee must move a minimum of 40 radius kilometers closer to the new work location to qualify for relocation assistance (see diagram). However, where an employee believes that this requirement creates a hardship, a joint Society-Management review by the Company shall consider the 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 Company'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 Finance Department (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 Company 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 AND CALLS AT HOME

The following provisions shall apply **when employees are on On-Call or are called at home.**

#### 56.1 On-Call

##### Definition

On-Call 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.

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.

##### Payment

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

- a) There is a regular need for it (e.g., weekly, monthly, annually) and;
- b) The employee **is notified in advance** 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.

The on-call payment for any 16 hour period outside normal work hours is **twenty-four dollars (\$24.00)**.

The on-call payment for any 24 hour period outside normal work hours (i.e., Saturday, Sundays, Statutory Holidays and granted days) is **forty dollars (\$40.00)**.

The maximum on-call payment for a normal work week is **two hundred dollars (\$200.00)**.

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

**The parties agree that all on-call payment amounts, beyond December 31, 2015, that are referred to above, are subject to change based on the same general economic increases that are applied to the wage schedules.**

**An employee on-call will receive the applicable overtime compensation for any time worked. Non-operational issues such as missing keys, misplaced manuals, etc., shall not attract payment.**

## 56.2 Calls at Home

### Definition

**Individuals who have been placed “on-call” will receive payment in accordance with Article 56.1.**

Employees’ regular **time off** is important to their health and well-being. As such, it is expected that calls to employees outside regularly scheduled hours, for work-related purposes, occur only in exceptional circumstances. Managers are required to exhaust all alternatives available to obtain the information they are seeking before contacting the employee at home.

### Payment

In order to attract payment for “call at home” payment, the following conditions must be met:

- a) The telephone call must pertain to substantive operational issues. Non-operational issues such as missing keys, misplaced manuals, etc shall not attract payment;
- b) The telephone call must be authorized by a designated manager within the individual’s line function. For Outage personnel, this will be the Duty Shift Manager and/or the Outage Control Centre Duty Outage Manager, or his/her delegate. Other line or support functions will issue a separate communication to announce the approved delegates for their areas;
- c) Employees must enter their time using the appropriate Tempus pick (under the overtime distribution section) and enter in the “remarks” section who called, the time of the call, duration and nature of the call, and if known, the name of the approving manager.

The following identifies those situations in which a call may be made to a Society employee which does not invoke payment:

- a) Calls to inquire about an employee’s interest in overtime, step-up, or other similar opportunities;
- b) Calls made to shift change an employee or other similar scheduling notifications including contacting an employee who is on leave to discuss issues related to the employee’s leave;
- c) Calls made to provide work direction in anticipation of his/her return to work;
- d) The first two (2) calls within any calendar month made for the purpose of notifying the designated Society representative on the Joint Health and Safety Committee for emergent testing in accordance with the applicable legislation. Third and subsequent calls within any calendar month will attract payment as per above.
- e) Calls made to an employee as a result of the employee’s negligence, error, or misconduct.

56.2.1 **If each of the conditions in Article 56.2 are met, the employee who responds to a call will receive a minimum of one hours' pay at the applicable overtime rate. Subsequent calls received within that one hour period attract no further payment. Subsequent calls received after that one hour period, and each hour thereafter, trigger an additional one hour payment at the applicable overtime rate.**

Alternate compensation arrangements can be made if such arrangements are made in accordance with Article 57.1.1 of the Society Collective Agreement.

56.2.2 If an individual Society employee believes they have been inappropriately denied payment for a telephone call received at home under the terms of this **Article**, the employee is encouraged to discuss their complaint with their direct supervisor or line manager.

**57.0 OVERTIME**

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

57.1.1 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.

**57.1.2 Overtime Cancellation and Minimum Payments**

**All authorized overtime performed or reported for due to lack of notice of cancellation shall result in a minimum payment of four (4) hours at the appropriate premium rate except that overtime arranged during the employee's normal work hours and worked as an extension before and/or after the employee's normal work hours requires no minimum payment.**

**57.2 Day Workers**

<b>Overtime Worked</b>	<b>Overtime Hours</b>	<b>Rate of Payment</b>
Monday to Friday	Authorized overtime beyond normal scheduled hours worked in the day	<b>Two times (2T)</b>
Saturday	Authorized overtime	<b>Two times (2T)</b>
Sunday	Authorized overtime	Two times (2T)
Granted Days	Authorized overtime	<b>Two times (2T)</b>
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: <b>Two times (2T)</b> Sundays and Statutory Holidays: Two times (2T) Granted Days: <b>Two times (2T)</b>
Scheduled Days Off	Authorized overtime on a normally scheduled day off.	Monday to Saturday: <b>Two times (2T)</b> 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: <b>Two times (2T)</b>

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.

57.5 **Recording Overtime**

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

57.6 **Time Change - Shift Workers**

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

- **Employees who are scheduled to work during the affected hours will work a shift which is either shortened or extended by one (1) hour.**
- **Payment for the shortened shift will remain as normal hours worked, reflecting no penalty to employees. Payment for the extended shift will be at the appropriate overtime rate.**

#### 57.7 **Vacation Coverage Overtime**

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

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

#### 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 traveling 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

The parties agree that all shift premium **and shift differential** rates that are referred to in Articles 59, 60 and 61 are subject to change based on the same general economic increases that are applied to the wage schedules.

### 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**

- a) Shift Premiums

Shift work on Saturdays and Sundays per hour worked shall be as follows:

<b>2015</b>	<b>\$31.62</b>
<b>2016</b>	<b>\$32.25</b>
<b>2017</b>	<b>\$33.06</b>
<b>2018</b>	<b>\$33.72</b>

Shift work on statutory holidays per hour worked shall be as follows:

<b>2015</b>	<b>\$63.25</b>
<b>2016</b>	<b>\$64.52</b>
<b>2017</b>	<b>\$66.13</b>
<b>2018</b>	<b>\$67.45</b>

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

- b) Shift Differentials

Differential Paid per hour worked	2015	2016	2017	2018
8-hour afternoon shift (1600 - 2400 hours)	<b>\$0.92</b>	<b>\$0.94</b>	<b>\$0.96</b>	<b>\$0.98</b>
8-hour night shift (0000 - 0800 hours)	<b>\$1.22</b>	<b>\$1.24</b>	<b>\$1.27</b>	<b>\$1.30</b>
12-hour night shift only	<b>\$1.38</b>	<b>\$1.41</b>	<b>\$1.45</b>	<b>\$1.48</b>
10-hour night shift only	<b>\$0.92</b>	<b>\$0.94</b>	<b>\$0.96</b>	<b>\$0.98</b>

**59.4 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 Construction Staff (formerly known as Field Management and Professional Staff)”.

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

Differential Paid per hour worked	2015	2016	2017	2018
First shift – 06:00 – 18:00 hours	None	None	None	None
Second shift – 14:00 – 02:00 hours	<b>\$0.82</b>	<b>\$0.84</b>	<b>\$0.86</b>	<b>\$0.88</b>

c) Shift Premium

**Shift work on Saturdays and Sundays per hour worked shall be as follows:**

<b>2015</b>	<b>\$31.62</b>
<b>2016</b>	<b>\$32.25</b>
<b>2017</b>	<b>\$33.06</b>
<b>2018</b>	<b>\$33.72</b>

**Shift work on statutory holidays per hour worked shall be as follows:**

<b>2015</b>	<b>\$63.25</b>
<b>2016</b>	<b>\$64.52</b>
<b>2017</b>	<b>\$66.13</b>
<b>2018</b>	<b>\$67.45</b>

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.
- e) 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.
- f) 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.

#### **59.5 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.

#### 59.6 **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 “CONSTRUCTION STAFF (FORMERLY KNOWN AS FM&P)”**

##### 60.1 **Intent**

- Assignment of Construction Staff (formerly known as FM&P) 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	<b>\$8.36 (Jan. 1 2016 - \$8.53, Jan. 1 2017 - \$8.74, Jan. 1 2018 - \$8.91). Per hour worked</b>
18:00 - 07:00	<b>\$11.71 (Jan. 1 2016 - \$11.94, Jan. 1 2017 - \$12.24, Jan 1 2018 - \$12.48). Per hour worked</b>

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

06:00 - 10:00	zero differential
10:00 - 06:00	<b>\$11.71 (Jan. 1 2016 - \$11.94, Jan. 1 2017 - \$12.24, Jan 1 2018 - \$12.48). Per hour worked</b>

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 **\$29.28, (Jan. 1 2016 - \$29.87, Jan. 1 2017 - \$30.62, Jan. 1 2018 - \$31.23) per hour worked.**

For scheduled work performed on a statutory holiday, the amount paid equals the employee's base rate plus **\$58.58, (Jan. 1 2016 - \$59.75, Jan. 1 2017 - \$61.24, Jan. 1 2018 - \$62.46) 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) Traveling 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”).

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 Local Executive shall have the right to terminate 12-hour shift work. Written notice must be provided by Labour Relations to The Society Local VP 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 per hour worked will be paid to 12-hour shift employees for each night shift hour worked, in accordance with Article 59.3 b) (“Shift Differentials”).

**61.3 Shift Premium**

Hourly shift allowances shall be paid to shift workers, for hours worked as follows:

Shift work on Saturdays and Sundays	<b>\$31.62 (Jan. 1, 2016 - \$32.25, Jan. 1, 2017 - \$33.06, Jan. 1 2018 - \$33.72) per hour worked</b>
Shift work on statutory holidays	<b>\$63.25 (Jan. 1, 2016 - \$64.52, Jan. 1, 2017 - \$66.13, Jan. 1 2018 - \$67.45) per hour worked</b>

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/Civil/Control Maintenance FLMs.
- 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 Public Safety</i></b>
Employee Health	Reliable Process Systems
Employee Safety	Reliable Safety Systems
Employee Attitude	Multiple Barriers
Attrition	Competent Operators
Overtime Availability	Detect and Correct Failures
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:
  - Maximum of 3 night shifts in a row, except for MAR list needs.
  - 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 JSMC 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>3</sup>;
  - unchanged location;
  - unchanged hours of work;
  - unchanged salary grade.
- 64.3.6 “LATERAL POSITION” shall mean a job paid from:
- a) the same salary schedule and is the same salary grade as the employee's current grade;
- 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%).
- 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>3</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:

###### a) 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.

###### b) 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.

c) **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**

a) 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:

i) The Unit of Application for identification of surplus staff (refer to 64.6.1).

- ii) Development of a process and strategies for redeploying staff within the Unit of Application (refer to 64.6.2).
- b) The second report will include recommendations/decisions with respect to:
  - i) The preparation of seniority lists and identification of surplus staff (refer to 64.6.3).
  - ii) Identification of redeployment tools for the purpose of minimizing involuntary terminations (refer to 64.6.5).
- c) Senior Management (e.g., Directors, General Managers) will be required to:
  - i) approve each report as a package; or
  - ii) request the team to reconsider specific issues and to either confirm or agree to change specific recommendations.
- d) 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.
- e) Continuing Responsibilities of the JRPT
 

Respond to questions and grievances related to its process and decisions.
- f) Local accountabilities for:
  - i) Minimizing surplus.
  - ii) Determining an implementation plan for JRPT redeployment recommendations. This responsibility includes identifying clear accountabilities for the use of the redeployment tools.
  - iii) Testing possible vacancies in the Unit of Application against the surplus employees in the Unit of Application.
  - iv) 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 JRPT's second report.
- g) 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.
- h) 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 JSMC for consideration and resolution. If no jointly agreeable resolution is achieved at the JSMC, 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 JSMC.

- 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 JSMC. The JSMC will make a decision which ensures that employment continuity rights are fairly applied.
- 64.6.1.10 In the event of a change during the term of the agreement that cannot be resolved by the parties, paragraph 1(c) of the dispute resolution process set out in Appendix XIV - Default Units of Application (Adams Decision of September 16, 1997) is amended such that 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)

- a) Employees in a PIP will be retained in their PIP (should it continue to exist) based on seniority, subject to item (d) below.
- b) Employees in non-PIP positions or in other PIPs will be considered for PIP positions subject to the following:
  - i) for lateral or lower-rated levels of the PIP only;
  - ii) must be minimally qualified at the entry level of the PIP;
  - iii) able to achieve the terminal level of the PIP;
  - iv) placement is based on seniority.
- c) Employees in a PIP position will be considered for non-PIP positions for which they are qualified, subject to the following:
  - i) considered for lateral or lower-rated positions;
  - ii) placement is based on seniority.
- d) 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:

- a) Accept job offer; or
- b) Confirm refusal and terminate with 75% of lump sum payments as per Subsection 64.9.2 (a); or
- c) 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.

a) 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.

b) 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; and
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:

- a) 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
- b) 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
- c) 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:

- a) 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; and/or
- b) 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:

- a) displacing the most junior employee as per Section 64.6.4.1.1(a) within his/her current Business Unit;
- b) if (a) above is not available, then the same displacement rights will apply within all split portions of the original organizational unit;

- c) 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; and/or
- d) 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:

- i) Where the vacancy is lower rated than the position that the least senior employee occupies; or,
- ii) 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:

- a) displacing the least senior employee, if that employee is qualified to perform the duties and responsibilities of the vacant position; or
- b) 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:

- a) 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.
- b) The surplus employee will not be considered for a promotion, but may be considered for a promotion-in-place position.
- c) This must result in the withdrawal of surplus status from the surplus employee.

- d) 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.
- e) 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 to 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, and
  - one (1) week per year of service for service greater than five years, and
  - 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:

a) 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".)

b) 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.

c) 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.

d) Other Leaves (e.g., Unpaid Parental Leave, Educational Leave, etc.)

The search/notice period and any associated rights are suspended.

e) 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.

f) 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:

- i) terminate employment with severance pay;

or

- ii) 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:

- a) 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.
- b) 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:

a) **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.

b) **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:

- a) 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.
- b) 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.
- c) 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; and
  - 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.

- d) 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:

- a) 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.
- b) terminated surplus employees will be eligible for recall rights for 12 months from the date of their termination.
- c) 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).
- d) weekly severance payments will cease in the event a terminated former surplus employee is rehired.
- e) severance pay received prior to recall will be subtracted from any future severance pay entitlements under this Article.
- f) persons on recall are not employees and shall not be entitled to any benefits provided to employees except recall rights as noted above.
- g) 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., Atikokan, 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 Society **Unit Director** 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 either 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 one of 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) A regular position currently held by an employee where a job review has resulted in a change in salary schedule and/or salary grade.
  - f) 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.
  - g) 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 Article 64.6.4.1 (Significant Inequity).
- b) Surplus Society-represented applicants for whom the vacancy represents a lateral or demotion including new graduates applying for MP2 or equivalent positions on Salary Schedule 03 who were mixed and matched with Salary Schedule 03 and employees.
- c) New graduate surplus employees who were not mixed and matched with Salary Schedule 03 employees and who have greater seniority than Surplus Applicants on Salary Schedules 03 will have priority consideration for MP2 and equivalent 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, 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) All other regular applicants from Bruce Power (e.g., **Management Function and PWU** represented employees).
- h) Selection on a “best qualified” applicant basis from among temporary Society represented employee applicants hired under Article 30 within Bruce Power.
- i) Applicants 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).

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 a) 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.
- b) **Work checks will only be solicited and considered from those who have had meaningful contact with the applicant. Where work checks are conducted and are the reason for the non-selection, the employee will be advised of the rationale at a post selection interview.**

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 after each step in the process.

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 03 and 10 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 **meet with the Unit Director and employee to discuss the reasons for the delay and an action plan with a committed release date.**

#### 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 the same salary schedule and is a minimum of one salary grade higher than the employee's current job

“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 03 and 10.

“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 pay step which reflects: i) a one step pay increase or, ii) the bottom step of the next higher grade that they are being promoted to.
- 66.2.3 A promoted employee who will directly supervise PWU staff will receive a minimum 3% increase. In the event that this results in the promoted employee being paid less than the highest paid direct report, this situation will only be allowed to occur for a period not to exceed **one (1) year**, at which point the promoted employee will be placed on the applicable pay step which reflects a higher rate than that paid to the highest paid direct report.
- 66.2.4 Subsequent progressions will take place annually on the position Start Date.

### 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 **When** performing in a higher-rated job an employee shall receive:

- a) A one step salary increase when assigned to work in a position one or two grades higher than the employee's normal job;

- b) A two step 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 employee must have the supervisor's approval to act in the higher rated position; 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.

#### 66.5 **Lateral Transfer**

Normally, an employee who is appointed to a lateral position should receive no increase in current pay. Employees who are on 'grandfathered' Salary Schedules 01 and 11 will not be removed from said Schedules when they accept a lateral transfer.

#### 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 pay step 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 (Article 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.

All discussions regarding Society PSA's will be focused on the labour component of the PSA.

### 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.

To ensure that all PSAs are visible, a PSA request will be written and processed for every purchase order or contracting event that pertains to Society jurisdiction labour.

On an annual basis, upon completion of the Business Planning Process, and normally not later than the end of November, Bruce Power will provide the Society with an annual 'PSA Inventory' listing all proposed Society PSAs for the following year. This Inventory will provide supporting details to understand the work for each request along with the proposed number of contractors required. The Parties will meet to approve a final PSA inventory for the upcoming year.

#### 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; and
- 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, except where exemptions exist as noted below. 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.

67.3.7 The following exemption criteria will apply to the decision making process for Purchased Service requirements.

a) Thresholds

Thresholds will be established to remove certain PSAs from the regular approval process. Contracts under the threshold limit will not be subject to approval by the Society. The amount of the threshold is established at \$50,000.00 (labour portion) for the duration of this collective agreement. Any change to the amount of the threshold must be agreed to by the parties at the JWP.

For PSAs valued between \$50,000.00 and \$250,000.00, lack of agreement on obtaining advance resolution will not preclude the work from being performed, neither will it preclude the matter from being resolved under the dispute resolution process referred to in Article 67.4. The Arbitrator shall have the power to award damages.

The Parties agree that for those PSAs exceeding \$250K, the employer will not proceed with work until such time that the Society has approved the PSA or the matter is resolved through the dispute resolution process referred to in Article 67.4.

b) Preferred Suppliers

Bruce Power and the Society agree that work directed to “preferred suppliers” will not be subject to an in-depth PSA review. The names of preferred suppliers, as agreed to by the parties, will be maintained on a separate list, held by the JWP. Any changes to the initially agreed to list of preferred suppliers will require agreement by both parties. The parties further agree that these preferred suppliers will be retained within their current field of expertise as reflected by previously approved PSAs in the current database and/or as reflected by records held since the inception of Bruce Power in May 2001 up to and including December 31, 2004. Any expansion in their scope of work will require the agreement of the Society at the JWP.

67.3.8 Bruce Power will provide the Society with workforce planning information on an annual basis. Discussions about this information will occur at the Joint Working Party.

67.4 **Dispute Resolution Process**

The parties agree that disputes arising out of this process must be resolved internally, where possible. Disputes between the parties about PSAs on the annual PSA inventory and/or emergent work, will be referred to internal arbitration before the Society Local Vice-President and an appointed Bruce Power Executive Team member on an expedited basis. Failing internal resolution, the dispute will be referred to the formal dispute resolution process pursuant to Articles 67.4.1 and 67.4.2.

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 **Society Management 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 an operational plan for approval by the Company and the Society. This operational plan will include:

- An approach for the development and delivery of joint training of decision makers.
- An identification of the type of contracts that are not subject to an in-depth review.

- A guideline for a timetable on how often contracts of a recurring nature must be reviewed under this Article.
- A process for joint review of potential contracts which involve work normally performed by Society represented employees and other stakeholders.
- A process and a time frame for decision-making.

67.6.2 Where a service is obtained from a business organization 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.

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's competitiveness through cost reductions and productivity improvements.

## **68.0 HOURS OF WORK**

68.1 The M&P Salary Schedule (03) 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 (10) applies to 40 hours of work per week with an additional 2.5% for the 40th hour.

68.2 For those employees that work a 37.5 hour work week, they will continue to work and be paid 37.5 hours off of Schedule (03).

68.3 Operations Supervisory Staff schedule 14 applies to 40 hours or work per week.

### **68.4 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.

68.5 Bruce Power will comply with legislative requirements regarding hours of work.

**69.0 REDUCED BASE HOURS OF WORK (40 HOUR WORKERS)**

Effective December 28, 2000 increase salaries for 40-hour workers by 2.5%. This is now represented in Salary Schedules 10.

**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 (see 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.

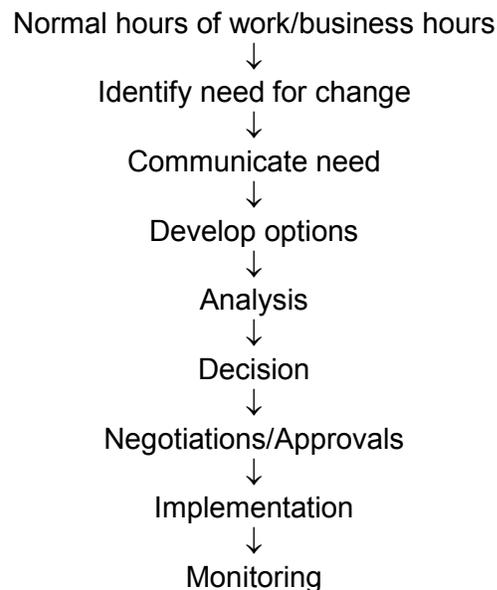
In the absence of any other agreed upon arrangements these are the hours which will be worked. In situations where there is need for 24-hour and/or 7-day/week coverage the hours of work will be a matter of local arrangement.

“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**

Employees working RHOW are regular employees and have equal access to all Bruce Power policies and agreements (e.g., employment continuity).

The RHOW arrangement must be mutually beneficial and acceptable to both the employee(s) and to Bruce Power.

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 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; and c) have access to the Employment Continuity Article 64.

#### 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 Bruce Power 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.

$$20 + 5/2 + 10 = 32.5 \text{ years pensionable service}$$

$$30 + 5/2 \times 2\% = 65\% \text{ pension.}$$

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:

$$(30 + 5/2) \times 2\% = 65\% \text{ pension}$$

$$\text{annualized pension is } \$50,000 \times 65\% = \$32,500/\text{year.}$$

#### 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	11

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:

$$3/5 \times 3 \text{ days} = 1.8 \text{ rounded to nearest half day} = 2 \text{ days}$$

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:

$$20 \times 3/5 = 12 \text{ scheduled days off}$$

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 x 7 hours pay = 84 hours pay.

##### *Example b)*

An employee who works 5 days per week but works only 4 hours per day.

$$20 \times 5/5 = 20 \text{ scheduled days off}$$

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 **Employment 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 (WSIB) 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) by 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.

**79.0 THIS ARTICLE HAS BEEN INTENTIONALLY LEFT BLANK**

**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 Bruce Power 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 1st 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 Bruce Power related business/travel, the rate of reimbursement will be based on the Private Transportation Component of the Canadian CPI as reported by Statistics Canada.
- 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.
- 81.3 If the Bruce Power 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.
- 81.4 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:

### **82.2 Regular and Probationary Employees - Bush Fighting**

Regular and probationary employees will have their normal base pay maintained.

### **82.3 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.

### **82.4 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 Article 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 by 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 Canadian Nuclear Safety Commission (CNSC) 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**

**Bruce Power and The Society acknowledge that support of the activities of the JH&SC Members and Co-Chairs both, under the Occupational Health and Safety Act and the Collective Agreement, are critical to realizing its commitment to "Safety First" and to "continuous improvements in safety and awareness and performance".**

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.

92.2.1 **Joint Committee on Radiation Protection**

**The Society will have two (2) seats on the Bruce Power Joint Committee on Radiation Protection.**

#### 92.2.2 Release for JH&SC Meetings

**Bruce Power acknowledges that the Occupational Health and Safety Act requires that union-represented JH&SC members must receive release time to fulfill their duties. At Bruce Power the company will inform line managers to provide release time “as-required” for all committee members on all site JH&SCs for purposes of participating in all duly-called JH&SC meetings. Participation shall include on an as-required basis: time for meeting prep + time for the meeting + time for the meeting follow-up.**

#### 92.2.3 Base Job and OT Eligibility Continue

**Society-represented employees on assignment within any Health & Safety function are deemed to still be holding their base position. Participation as a JH&SC representative or in the H&S activities, whether part-time or on fulltime basis, will not diminish any right a Society-represented employee has under the Collective Agreement (such as vacation, overtime, or career opportunities) that they would normally have access to in their base position.**

#### 92.2.4 Tools for the Job

**All Society members on all JH&SCs will be eligible to receive upon request, company administrative tools and communications device(s) necessary for the job.**

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 at the direction of the Joint Working Party (JWP) to address issues as they see fit.

#### **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 Technology (IT) 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 IT 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 IT.
- 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.
- 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 a Code of Conduct, it shall apprise The Society and employees of the contents thereof prior to the 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 Company and Society signing authorities.

#### **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, and/or OPGI, to the extent that they are applicable to Bruce Power.

**100.0 THIS ARTICLE HAS BEEN INTENTIONALLY LEFT BLANK**

**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" and/or "OPGI" 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 and/or OPGI, to the extent that they are applicable to Bruce Power.

**102.0 THIS ARTICLE HAS BEEN INTENTIONALLY LEFT BLANK**

**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 **\$300/year**.

**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 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 level of work shall be considered as the “normal expectancy” level for fully qualified and competent engineers, or scientists at Ontario Hydro MP3 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, 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 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 ONTARIO SOCIETY OF PROFESSIONAL ENGINEERS (OSPE) SURVEY**

It is agreed that the method of input to the OSPE 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, who are represented by The Society), including engineering trainees who are registered (or eligible for registration) by the OSPE.

### **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 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 higher.
- ii) Engineers in jobs classified as MP1 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 or MP3 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 or MP5.

#### 2.5 Level E

Engineers in jobs classified as MP6.

### **3.0 Annual Relative Standing**

Bruce Power data will be excluded from the OSPE 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)

Revised by the parties to reflect the January 1 2007 Performance Pay changes.

## APPENDIX IV: APPLICATION OF THE PURCHASED SERVICES AGREEMENT TO AECL

### 1.0 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 Ontario Hydro and AECL and govern the day-to-day transactions between the two companies.

### 2.0 Scope

This Framework Agreement for applying the PSA Ontario Hydro's relationship with AECL applies only to those purchased services which are not funded through the CANDU Owners' Group (COG) Agreement.

### 3.0 Intent

This Agreement describes a decision-making process where only certain decisions regarding the purchase of services by Ontario Hydro 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.

### 4.0 Definition

Work: means a work package which is a clearly defined scope of services that requires the formal approval of Ontario Hydro prior to proceeding.

### 5.0 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 Ontario Hydro proposing that services be purchased from AECL or a Centre of Excellence (i.e., Reactor Engineering Services Department [RESD] 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., RESD or CHEEST), then the PSA will not be applied (see also Section 6.4 e). 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, Ontario Hydro's Management may proceed to issue a contract to AECL:
  - a) *Is the work emergency work?* Emergency situations will be as identified by the Ontario Hydro 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 Ontario Hydro?
- 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 Ontario Hydro Management may proceed to issue a contract to AECL.

## 6.0 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 Society Management Committee (JSMC).

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 JSMC may also convene meetings of the Review Team.

6.4 The Review Team will be responsible for reviewing all transactions between AECL and Ontario Hydro 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 JSMC. 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 JSMC.

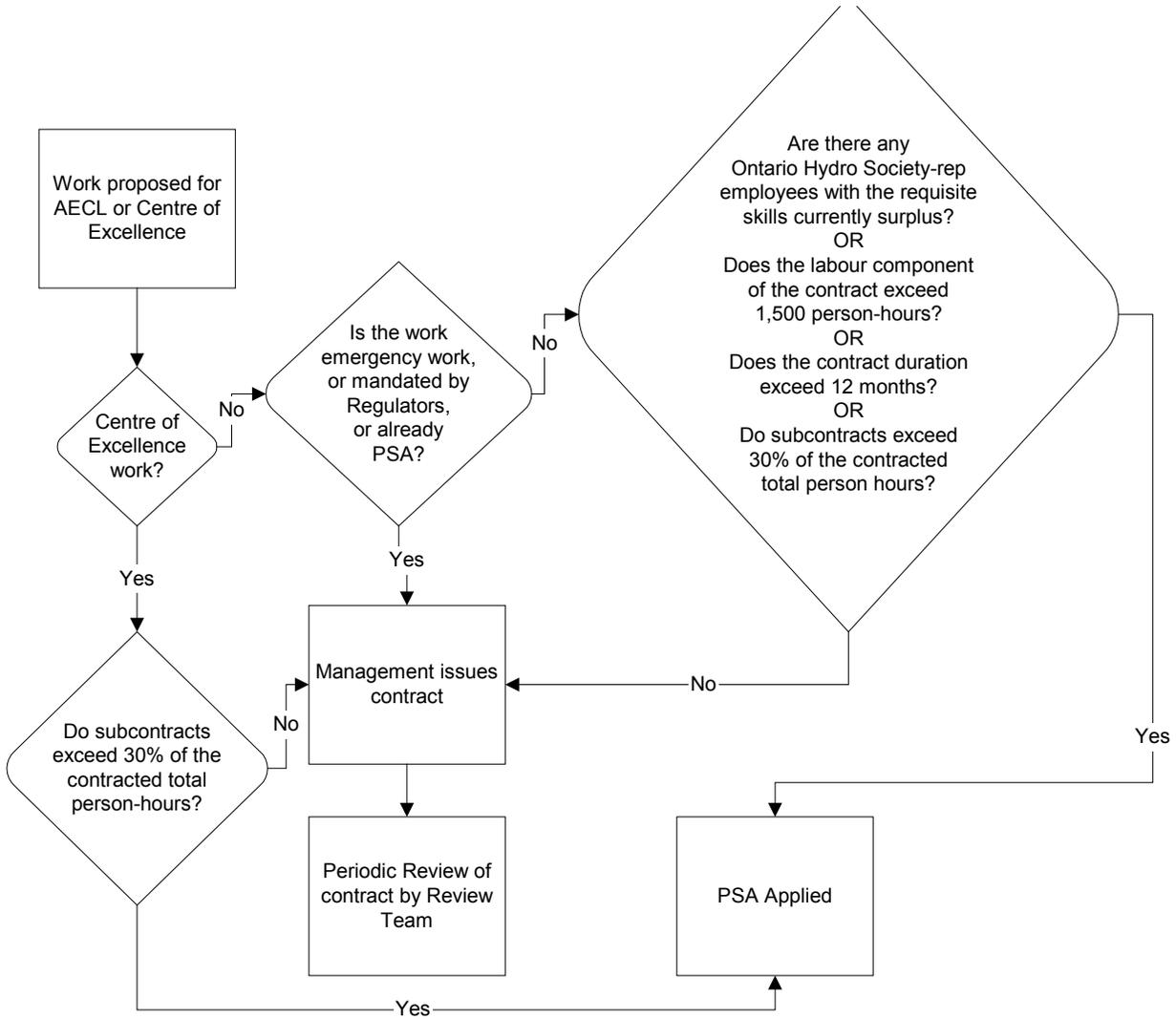
#### 7.0 Grievability/Arbitrability

The lack of application of this Framework Agreement in a given situation is subject to the grievance/arbitration process.

#### 8.0 Effective Date

This Framework Agreement takes effect on the date of signing by the representatives of the parties.

## AECL Purchased Services Model



## **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 mutually agreeable, 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 mutually agreeable, 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, 06, 07, 08, 09, 13 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.

## ADDENDUM B

Occupation Code	Job Title	Salary Schedule	Salary Grade
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:

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 and 09, and 18; and

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 Section 4.0 has been deleted per Bruce Power's notice of termination in June, 2010.
- 5.0 Section 5.0 has been deleted per Bruce Power's notice of termination in June, 2010.
- 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:

Employees on Salary Schedule 01 who have under Plan A "Nature of Supervision" Degree 3 (or higher) or its equivalent;

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 1st, 2010 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 1st, 2010, 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 1st, 2010 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 found 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 Bruce Power 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 guideline 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 rub exists.

Date: 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:

Updated January 1 2007

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, Bruce Power 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 Bruce Power.

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 Bruce Power/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, Bruce Power 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 Bruce Power.

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 Bruce Power/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 XVI: 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 and Article 60 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 JMSC, 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 Bruce Power 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.

**#3 Transfer of FM&P Staff to M&P**

**LETTER OF UNDERSTANDING**

**#3 RE: TRANSFER OF FM&P STAFF TO M&P**

The purpose of this LOU is to amend the collective agreement so that the number of pay schedules are minimized and to move the FM&P staff to the M&P classification. The parties specifically agree to the following:

- 1) This LOU applies to all current Society represented Field Management and Professional Staff. Specifically, but not limiting the generality of the foregoing, this LOU applies to the FLM, Field Engineering (Occ. Code 860801 - currently on Salary Schedule 2) and FLM, Construction (Occ. Code 841711 - currently on Salary Schedule 12), positions.
- 2) The positions identified in Paragraph 1 shall be transferred from Salary Schedules 2 and 12 to Salary Schedules 1 and 11, respectively, effective January 1, 2006. Incumbents in these positions will be placed at the same pay standing level and the equivalent salary grade on the new Salary Schedule(s).
- 3) The parties agree that the current job descriptions for these positions, as noted in Paragraph 1 above, will be updated to reflect the movement from Salary Schedules 2 and 12 to Salary Schedules 1 and 11. No other changes will be made to the job descriptions. A copy of the amended job description reflecting the change in Salary Schedules will be provided to the Society Local.
- 4) The parties agree that the Plan A job evaluation plan will continue to apply to these positions.
- 5) The parties agree that Article 60 and LOU #14 will continue to apply to those employees/positions noted in Paragraph 1 above. The parties agree to amend Article 60 and LOU #14 to remove references to "FM&P" with the next revision of the collective agreement.

  
\_\_\_\_\_  
Rob Stanley  
Society of Energy Professionals

  
\_\_\_\_\_  
David Galvin  
Bruce Power

Nov 29 '05  
Date

## **#4A Jurisdiction of Individuals Performing the Executive Assistant Function**

### **LETTER OF UNDERSTANDING #4A**

**Between**

**BRUCE POWER LP** (the "Company")

**-and-**

**THE SOCIETY OF ENERGY PROFESSIONALS** (the "Society")

## **Jurisdiction of Individuals Performing the Executive Assistant Function**

**Original Date: 21December2009**

The purpose of this Letter of Understanding is to confirm the parties' agreement with respect to the jurisdiction of individuals performing the executive assistant function at Bruce Power. The parties specifically agree:

1. The Company and the Society agree the current LoU #4 'Society Jurisdiction of Executive Assistant Positions' dated 19February 2008 is no longer in effect.
2. All positions whose incumbents perform the executive assistant function (for example, Executive Assistants and Assistant to the Vice President – Strategic Support) are recognized to be management group employees and excluded from Society jurisdiction. This includes:
  - All executive assistant positions to the President and CEO,
  - All executive assistant positions to Executive Vice-Presidents and Senior Vice-Presidents,
  - One executive assistant function position assigned to each Vice-President and Station Plant Manager (maximum 25 within Bruce Power L.P.).
3. This LoU does not apply to Administrative Assistants or Personal Assistants as their work is already excluded from Society jurisdiction.
4. The above agreement is meant to clarify the jurisdictional issues regarding the current executive assistance function. While future business needs may dictate revisions to this structure, the creation of any new positions within this function should not be intended to circumvent the intent of this agreement.
5. Should there be any dispute with respect to the interpretation or application of this LoU, either party may refer the matter to arbitration.

Dated this 22<sup>nd</sup> day of December, 2009.

Signed for the Society

  
Rob Stanley  
Local Vice-President, Bruce Power  
Society of Energy Professionals

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

  
Ken Ellis  
Acting CNO and Executive Vice President

  
Brian Armstrong, Q.C.  
Executive Vice President and General Counsel

## LETTER OF UNDERSTANDING

Between

**BRUCE POWER LP**

-and-

**THE SOCIETY OF ENERGY PROFESSIONALS**

(on Behalf of the Nuclear Bargaining Unit)

**#8: SOC-LoU-008 (R2)**

**Original Date: April 9, 2003**

**Revision Date(s): December 15, 2004**

**Last Revised: [ ] January 1 2007**

To reflect Pay Plan changes

**Obsolete Date: [ ]**

### **Compensation for Certified Nuclear Operations and Operations Specialist Staff**

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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, Non License Training and supervisory functions. Recognizing both the need for flexibility and appropriate compensation for the Control Room Shift Supervisor ("CRSS"), Control Room Shift Supervisor (See Appendix D), Authorization Training Supervisor (See Appendix D), Unit 0 Training Specialist (See Appendix D), Operations Specialist 1 "OS1", Field Shift Operating Supervisors (FSOS), Fuel Handling First Line Managers (F/H FLM), Work Protection Coordinator (WPC), Operations Specialist 2 (OS2), Operator Training Coordinator staff 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 operations 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.

Movement of all Society Operations staff to the new Salary Schedule 14 will be detailed in later sections of this document.

- 2.0 Retention of Certification Policy/Compensation Preamble

There is a requirement that Control Room Shift Supervisors demonstrate, on a continuing basis, the skill and knowledge necessary to retain their certification. Although the primary emphasis will be on individual and team training and development, there is a need to audit individual performance, including regular testing per the Standard for Re-qualification Testing for Certified Control Room Shift Supervisor personnel at Canadian Nuclear Power Plants. The scope, complexity and prolonged additional stress on the individual of 'Retention of Certification' are not recognized in compensation. The compensation portion of the 'Retention of Certification Policy' reflects the following jointly developed principles.

- The scope and difficulty is unique to the Certified Control Room Shift Supervisor, and compensation separate from the base rate should be paid.
- The increasing difficulty for an individual Control Room Shift Supervisor (CRSS) of 'Retention of Certification' and maintaining the initial certification knowledge as time progresses will also be recognized.
- Compensation recognition will consider external and internal utility practices. The amount of average compensation will reflect the 'stressor period' based on the scope & magnitude of 'Retention of Certification' program, currently at 240 hours. Also the intensity of the testing process per the Canadian standard for re-certification testing will also be considered in the compensation process.
- 'Retention of Certification' consists of a discrete set of activities carried out on an ongoing and annual basis. Currently this includes a written test every second year on reactor unit, common unit and supplementary information, two diagnostic tests over 5 year test period on reactor and/or common unit and multiple full scope simulator tests every year. Due to the allotted time frame for training, personnel maintaining a Shift Manger/Control Room Shift Supervisor certification are required to study and prepare on their own time in excess of the allotted training hours and then tested.
- A process will be in place to review this compensation element to recognize future requirements.

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. The bonus will be paid on a monthly basis on the first pay-period in the month.

Effective 01 January 2004, the position of CRSS will be re-classified from MP6 on Salary Schedule 11 to the new Salary Schedule 14 for OS1/CRSS. Movement of all Society Operations staff to the new Salary Schedule 14 will be detailed in a later section of this document.

### 3.0 OS1/UOTS Compensation Preamble

It has been demonstrated that to hire an Authorized Nuclear Operator, ANO, to the OS1 position, the ANOs expect to have all of their bonus reflected in their new wage. Over the years this has lead to personnel being hired into the position on the MP scale above personnel who have held the position for many years. The same pay discrepancy occurs when ANOs perform the OS1 job duties on a rotational basis. Also the changing of the structure of the ANO bonus will make it very difficult to attract personnel to the OS1 position. If Management wish to be able to continue to attract the best personnel to the OS1 position, they must make the position attractive to those personnel.

#### OS1 Compensation Policy

Effective 01 January 2004, the position of OS1 will be re-classified from MP6 on Salary Schedule 11 to the new Salary Schedule 14 for OS1/CRSS. Movement of all Society Operations staff to the new Salary Schedule will be detailed in a later section of this document.

#### 4.0 U0TS Compensation Policy

Effective 01 January 2004, the position of U0TS will be re-classified from MP5 on Salary Schedule 11 to the new Salary Schedule 14 for U0TS). Movement of all Society Operations staff to the new Salary Schedule will be detailed in a later section of this document.

5.0 CRSSs are not eligible for normal (<30 minutes) 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' positions participating in the SSIT program. The Society acknowledges that 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 10.
- ii) Candidates will receive a 4% increase when starting Science Fundamentals.
- iii) Candidates will receive a 5% increase and move to the MP5 scale when starting Level 2 and Specifics.

- iv) Candidates will receive a 5% increase when starting SS Supplemental training.
  - v) Candidates will receive a 4% pay increase when starting Simulator training and Co-Piloting.
  - vi) Candidates will be placed on Step 1 of Salary Schedule 14 as a minimum when certified by the CNSC.
- 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 pay standing until such time as they reach a milestone rate that is in excess of their individual 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 usual pay plan and their 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.
- 6.9 The SSIT program will be monitored by the Operations Staff Issues Team, and appropriate compensation changes made to ensure fair and equitable treatment as compared to their counterparts in training from PWU representation.
- 7.0 In consideration of the compensation changes made above, it is agreed that
- a) The CRSS, UOTS and OS1 classifications will not be eligible to payments under Article 65 - Relief;

- b) Article 67 - Purchased Services Agreement - is amended with respect to work performed by the U0TS and OS1 classifications. The Employer will pay dues to the Society on behalf of any individuals performing the work of U0TS and OS1 employees under a PSA;
- c) The requirement to obtain agreement for training rotations by ANOs and CROs within the Society's jurisdiction for U0TS and OS1 classifications (see Business Unit Mid-Term #14) is suspended;
- d) CRSSs 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 OS1 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, U0TS/OS1 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 U0TS 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 U0TS and OS1 positions will be permanent Society represented staff.

Due to an increased training workload and the availability of adequate numbers of feedstock, it is temporarily necessary to reduce the percentage of permanent Society Staff in the above positions. For a period of 2 years from signing of this revision, the percentage of permanent Society Staff paid from the new Salary Schedule 14 may be reduced from 51% to 25% (as per above). At no time during this period will percentage of PWU represent staff in these positions exceed 49%.

At the end of 2 years from the signing of this revision of LOU 8 (rev 1), the terms of the revised LOU will be reviewed.

All positions covered under the terms of LOU 8 will remain represented by the Society and dues will be remitted for all positions by either the person in the position or by the Corporation, Bruce Power.

9.0 All outstanding grievances with respect to PSA's for OS1 relief, or OS1 rotations, that have been filed prior to the signing of this LOU, are withdrawn by the Society.

10.0 The parties agree to form a joint team, Operations Staff Issues Team ("OSIT") comprised of three members appointed by the Society and three 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 operations training, the ratio of permanent Society positions to rotations, ongoing pay relativity between PWU and Society-represented operations staff, and any other issues related to implementation and administration of this LOU.

- 11.0 The content of this item is included in item 2 above.
- 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, 2006 and shall continue thereafter on a bi-annual basis, subject to 90 days cancellation by either party not before December 31, 2006.
- 14.0 The methods of satisfying the Continuing Training requirements for CRSS Certification will be jointly (Local Training Department, Line Management and Society of Energy Professionals) developed, using input from Control Room Shift Supervisors. This joint process will maintain oversight of the application of this process to ensure fair, meaningful and challenging initial and continuing training program. The Control Room Shift Supervisor(s) must be meaningfully involved in this process.
- 15.0 Maintenance of CRSS Pensionable Earnings Preamble

Bruce Power and the Society mutually agree that a Control Room Shift Supervisor may not be able to maintain certified status to retirement, and will suffer financially as a result.

*This wage maintenance portion of the LOU reflects the following jointly developed principles*

- Control Room Shift Supervisor and individuals formerly classified as Control Room Shift Operating Supervisor's who are unable to retain Certified status are still an extremely valuable asset that Bruce Power can effectively utilize in a number of areas requiring Control Room Shift Supervisor and Control Room Shift Operating Supervisor's Knowledge, skills and experience.
- Personal career decisions that remove a person from the Control Room Shift Supervisor and individuals formerly classified as Control Room Shift Operating Supervisors will not be offered any wage or bonus security.
- Bruce Power and the Society recognize high initial cost, both financially and personally, and high cost both financially and personally to maintain certification.
- *The success of this policy and the detailed recommendations provided will be reviewed periodically.*

#### Maintenance of CRSS Pensionable Earnings Policy

*If it is mutually agreeable that a person can no longer perform the duties of the Control Room Shift Supervisor's and that personal career decisions and/or disciplinary actions are not involved, then one of the following will apply:*

Certification Years	Wage Maintenance 1	Wage Maintenance 2
Less than 10 CRSS or certified Service Years*	Reclassified, reassigned & paid equivalent CRSS base rate and allowed to progress until retirement, unless applies for and accepts a new position	No bonus paid
Greater than or equal to 10 CRSS or 13 years of certified Service Years*	Reclassified, reassigned & paid equivalent CRSS base rate and allowed to progress until retirement, unless applies for and accepts a new position	Paid the individuals current full bonus equivalent until retirement

\*CRSS or certified service years are defined as: are measured with respect to an individual's initial certification (CRSS or otherwise) or certification (as applicable) date and begin on that date and complete each year on the day before the next 'Anniversary' date.

#### 16.0 Operations Non-licensed FLM Position Preamble

The FH/FLM, FSOS, WPC, Operator Training Coordinator and OS2 position is deemed a stressful and career limiting position to potential PWU candidates. When the FH/FLM and FSOS position originated, a pay rate of 12% (minimum) was needed to attract applicants. The position has seen a steady erosion in compensation relative to their direct reports over the last 3 years.

The PWU/Operator mid term signed in January 2002 rolled Operator turnover time (5.96% for SNOs) into the pensionable, base rate. This was subsequently done for the CRSS positions at a later date. The FLMs have been approved and continue to input 0.5 hrs (@2X) overtime to allow for turnover.

CBP (6% MTL) has been the most recent issue to effect differential. With the ratification of the 2004 PWU contract, the differential now sits at 1.5% above that of the top paid direct report (There is no bonus associated with the positions).

The Society is supportive of the proposal to combine the five positions, FH/FLM, FSOS, WPC, Operator Training Coordinator and OS2, under one job document, assuming that compensation is fair and adequately addressed.

#### Compensation for Operations Non-licensed FLM Position Policy

- a) Recognizing the need for flexibility the roles of the non-licensed Society positions, FSOS, F/H FLM, OS2, Operator Training Coordinator and Work Protection Coordinator will be combined under one job document. The new position will be titled "Operations Specialist 2" (OS2).
- b) Effective 01 January 2004 all incumbents will be placed on the new Salary Schedule 14. Movement of all Society Operations staff to the new Salary Schedule will be detailed in later sections of this document.
- c) "Turnover time" will no longer be paid. Turnover time has been considered and incorporated in the new Salary Schedule for the column "OS2".

- d) A single job document will be developed to combine the duties and responsibilities set out in the FH/FLM, FSOS, WPC, Operator Training Coordinator and OS2 positions into one job document. The job document is to be completed by 1 January 2005.

- 17.0 A new Salary Schedule 14 has been developed and includes wage rates for the groups OS2, U0TS and OS1/CRSS. The wages rates for the positions of OS2, U0TS and OS1/CRSS have been divided into eight (8) steps. Individuals will progress to the next higher step on the new Salary Schedule 14 based on a yearly time progression. All steps on this new schedule are fully pensionable.

People in the OS2, U0TS and OS1/CRSS will progress to the next higher step of the new Salary Schedule 14 on the beginning of the first pay period in each calendar year. One week in the previous year will be deemed sufficient to warrant the progression to the next step on the new Salary Schedule 14.

The new Salary Schedule 14 will become part of the Collective Agreement between the Society and Bruce Power and will be subject to economic increases and any other increases as agreed to between the Society and Bruce Power. The new Schedule can be viewed as per Appendix B of this LOU.

Rationale used to develop the new Salary Schedule is contained in Appendix C of this LOU.

- 18.0 Incumbents in the OS2, U0TS and OS1/CRSS groups (this is intended to include all job categories of combined jobs) will be placed on the new Salary Schedule 14.

Employees in the combined job category of OS2 will have their current wage increased by 7.5%. This increased wage rate will then be compared to the new Salary Schedule, to place the employee on the new Schedule - OS2 at the appropriate step. Incumbents that fall between steps when this comparison is made will move to the next higher step on the Salary Schedule. The 7.5% increase includes a wage increase of 5.6% when moving from Schedule 11 to the new Salary Schedule and a 1.9% increase in compensation for rolling in the "Turnover Time" into the base wage as outlined in Article 16c) above.

Employees in the job categories of U0TS, OS1 and CRSS will have their current wage increased by 5.6%. This increased wage rate will then be compared to the rate on the new Salary Schedule, to place the employee on the new Salary Schedule -U0TS or OS1/CRS as applies, at the appropriate step. Incumbents whose weekly rate of pay falls between steps when this comparison is made will move to the next higher step on the Salary Schedule. The 5.6% represents the increase in wages that will apply when moving from Schedule 11 to the new Salary Schedule.

- 19.0 Both parties agree to recommend ratification of this Letter of Understanding to their respective principals. Such ratification will occur as soon as practicable.

**APPENDIX A:**

<b>SSIT STEP</b>	<b>DESCRIPTION</b>	<b>MP SCALE</b>
1	SATS	86%MP4 Minimum
2	SCIENCE FUNDAMENTAL START	90% MP4 4% raise
3	LEVEL 2 SPECIFICS START	89% MP5 5% raise
4	SUPPLEMENTAL START	94% MP5 5% raise
5	SIMULATOR COPILOT START	98% MP5 4% raise
6	CRSS	Step 1 of new Salary schedule (14)

**APPENDIX B:**

NEW SALARY SCHEDULE 14  
SOCIETY OPERATIONS STAFF  
DOLLARS PER WEEK

Values calculated as of September 2004. In future years, wages would be as per the Collective Agreement.

Salary Grade	OS2	U0TS	OS1/CRSS
Step 8	2300	2491	2760
Step 7	2237	2437	2689
Step 6	2174	2382	2617
Step 5	2111	2327	2546
Step 4	2048	2272	2475
Step 3	1985	2218	2404
Step 2	1922	2163	2333
Step 1	1859	2108	2261

The values in this table are dollars per week based on 40 hours per week.

## APPENDIX C:

### Rationale Used to Develop New Salary Schedule

- **OS2**

Step 1 is based on unit SNO + MTL + 3% for promotion [ $\$94000 \times 1.03 = (96820)$  \$97,000]

Step 8 is F/H CRO + 12% (value that original job was above feed stock and value recommended by Mike Burke) + 5% to roll turnover time into job requirements (currently 7%) [ $102000 \times 1.12 \times 1.05 = (119,952)$  120,000]

intermediate steps are 7 equal steps to step 8 (~\$3285.71 a step)

- **U0TS**

Step 1 for U0TS is taken from newly licensed U0 CRO + 5% for first year bonus + 3% for promotion ( $102,000 \times 1.05\%$  for bonus  $\times 1.03$  for promotion or  $\$102000 \times 1.05 \times 1.03 = (110313)$  \$110,000),

Step 8 is a 15 year U0 CRO base wage  $\times 15$  year bonus  $\times 3\%$  for promotion ( $\$102000 \times 1.24 \times 1.03 = (130274)$  \$130,000),

intermediate steps are 7 equal steps to step 8 (~\$2857 a step)

- **OS1/CRSS**

Step 1 for OS1/CRSS is 100% MP6.  $2259 \times 52.1786 = (117871)$  \$118,000

Step 8 is a 15 year ANO with CBP + 3% for promotion (base wage  $\times 15$  year bonus  $\times 3\%$  for promotion or  $\$113000 \times 1.24 \times 1.03 = (144324)$  \$144000),

intermediate steps are 7 equal steps to step 8 (\$3714.29 a step).

**Note:**

- CRSS bonus is in addition to above table.
- The calculations above are based on the approved 2004 PWU rates.

## **APPENDIX D:**

### Note 1:

As outlined AND AGREED UPON in the original version of LOU8 dated April 9, 2003, the positions of Control Room Shift Operating Supervisor and Authorization Training Supervisor were combined with (reclassified to) the Operations Specialist (OS1) position. A new OS1 job document recognizing the reclassification is currently being prepared and will be reviewed by The Society prior to its implementation.

### Note 2:

The reference to U0TS in this revised LOU, is consistent with occupation code 747555 titled Training Supervisor, Simulator Based Training. There are currently two incumbents working within the occupation code 747555.

**LETTER OF UNDERSTANDING**

**Between**

**BRUCE POWER LP**

**-And-**

**The Society of Energy Professionals**

**SOC-LoU-010**

**Original Date: November 12, 2007**

**Revision to Salary Schedule #14**

Without prejudice and without creating a precedent in respect of any other matter, the undersigned parties agree to the following:

Wage Schedule 14 will be revised to include the FLM – Operations Coordination position in the Centre of Site Operations section as a separate salary grade.

The newly established grade on salary schedule 14 will have six steps corresponding with steps 1-6 of salary schedule 14 grade 01. See attached draft by way of example.

The two incumbents will transition to salary schedule step 6 effective July 1, 2005. Newly appointed staff will be placed on the salary schedule at the applicable step pursuant to the collective agreement and will progress through the steps on an annual basis.

This agreement is subject to 90 days cancellation by either party.

Signed for the Society

Signed for Bruce Power LP by its  
General Partner

Rob Stanley  
Local Vice President  
Society of Energy Professionals

Brian Armstrong QC  
Executive Vice President  
General Counsel

Dwight Willett  
Executive Vice President  
Corporate Services

## LETTER OF UNDERSTANDING

Between

**BRUCE POWER LP**

-and-

**THE SOCIETY OF ENERGY PROFESSIONALS**

**Number: SOC-LOU-13 (R1)**

**Original Date: 06 May 2009**

**Revised Date(s): 12 Mar 2015**

**Last Revised:**

**Obsolete Date:**

### **Outage Control Centre**

The purpose of this Letter of Understanding (the "LOU") is to confirm the parties' agreement with respect to the Outage Control Centre (OCC) positions.

#### **Responsibilities & Jurisdiction**

1. The Parties agree that a single OCC job document, being Outage Control Centre Managers (Occ. Code 676300) (the "OCCM"), has been created for the five (5) roles noted below. An employee will not be forced into filling any roles that fall outside of his/her specialized discipline unless the employee and Bruce Power agree that the employee is qualified to do so.

- Operations Outage Manager ("OOM")
- Maintenance Outage Manager ("MOM")
- Engineering Outage Manager ("EOM")
- Outage Specialist/Scheduler ("OS")
- Vault Outage Manager ("VOM")

The OCCM role is in the jurisdiction of the Society.

2. Bruce Power has the sole discretion to determine the number of OCCM roles available.
3. All provisions of the Society Collective Agreement shall apply to individuals working in the OCCM role, except where expressly modified herein.
4. At the request of either party, a joint review of this LOU will occur at the JWP whereby either party may raise issues arising out of the operation of the LOU. The mutual agreement of Bruce Power and the Society is required to change/amend the LOU.
5. This Letter of Understanding shall take effect upon ratification. It shall be maintained for the term of the Collective Agreement.
6. Should there be any dispute with respect to the interpretation, implementation or application of this agreement, either party may refer the matter to the grievance procedure per Article 16.

## **OCC Staffing for Planned Outages**

7. Staffing of the OCCM roles will be on a volunteer basis, through a "Rotations" posting process pursuant to Article 65.5. When employees apply for an OCCM role they are agreeing to perform that role for the duration of the outage.
8. Postings will identify the need for candidates to participate in specific outages in the upcoming year. An expedited selection process will be conducted with Bruce Power having the discretion to select from the candidate list(s) those applicants who they feel meet the qualification criteria and can be released to participate in planned outages. It is specifically understood and agreed that the ability of a candidate to be released to an OCCM role is a mandatory selection criteria. Inability to be released to an OCCM role will result in an automatic denial of the role to a candidate.

If an applicant, who is otherwise deemed qualified for an OCCM role, is not selected to fulfill the role for three (3) consecutive outages, as a result of an inability to be released from his/her base position, the parties shall meet to discuss an appropriate path forward. Such discussions shall take place within ten (10) working days of an employee's request to have such a discussion, following the third rejection notice.

Bruce Power will create a roster of the selected candidates, identifying the specific OCCM role they will occupy during the planned outage (the "OCCM Roster"). This roster will include the names of all individuals performing the OCCM role (including non-Society-represented. The OCCM Roster shall be provided to the selected candidates and the Society for each outage.

9. If there are insufficient qualified volunteers, the Parties agree that Bruce Power will assign non-Society-represented staff to the OCCM roles. It is understood and agreed that PWU-represented individuals assigned to an OCCM role shall not become Society-represented unless required by Article 5.2 of the Society Collective Agreement.
10. It is understood and agreed that no one employee shall be forced to fulfill more than one OCCM role at a time during a planned outage.
11. In the exceptional event that the person selected to an OCCM role is unable to perform in his/her designated role, Bruce Power shall seek backfill from qualified individuals on the OCCM List. Payments outlined in paragraph 20 will apply when an Alternate is mobilized. In the event that the Alternate is unable to fill the designated OCCM role, the Parties agree that Bruce Power will assign non-Society-represented staff to the designated OCCM role.

## **OCC Staffing for Forced Outages**

12. Due to the nature of a forced outage, different rules/practices are required in respect of staffing and working conditions for individuals performing the OCCM roles during a forced outage. Staffing of an OCCM role for forced outages will not be considered a development opportunity.
13. For purposes of staffing a list of Society represented staff to fill OCCM roles in Forced Outages, Bruce Power will seek volunteers from the pool of previously experienced OCCM participants. If there are insufficient volunteers, Bruce Power may approach qualified non-Society represented staff to perform OCC Manager work.

14. It is understood and agreed that during a forced outage no one employee shall be forced to fulfill more than one OCCM role at a time, except during an outage where a VOM has not been assigned. When a VOM is not assigned during a forced outage, all work inside the vault shall be co-ordinated by the MOM.

In the exceptional event that the person selected to an OCCM role is unable to perform in his/her designated role, Bruce Power shall seek backfill from qualified individuals on the OCCM List. If there are insufficient qualified volunteers, the Parties agree that Bruce Power will assign non-Society-represented staff to the OCCM roles. It is understood and agreed that PWU-represented individuals assigned to an OCCM role shall not become Society-represented unless required by Article 5.2 of the Society Collective Agreement.

### **Compensation & Working Conditions**

15. For each hour worked in an OCCM role, the individual will receive a relief rate of 18% of their base hourly rate.
16. Employees whose base position is paid on Salary Schedule 01 or 03 (i.e., a 35 hour workweek) will be put on the same Salary Grade and Pay Step of Salary Schedule 11 or 10 respectively, to compensate for the OCCM role being a 40 hour regularly scheduled workweek (unless Q shift schedule is used in which case the pay treatment in grievance BRPW-2013-2425 prevails).
17. Any hours worked outside of regularly scheduled hours during the outage assignment will be compensated at the appropriate overtime rate.
18. At the end of the outage assignment, negative time balances shall be waived and positive time balances shall be compensated at an appropriate overtime rate.
19. The Society agrees that outage shift schedules currently in use for the OCC are applicable for use by the OCC. Any change to these schedules will require consultation with the Society. Bruce Power agrees to provide the Society with copies of these schedules. The minimum hours off between shifts, pursuant to article 59.2, will apply.
20. Seven days' notice, prior to commencing shift work, will be provided to all Society represented employees who are selected to work in the OCC. Failure to provide notice requires the payment of overtime premiums for all work outside of the employee's normally scheduled hours, until such time as the notice period has elapsed. Wage maintenance will also be paid for an employee's regular schedule shift(s) in their base occupation until such time as the notice period has elapsed.

## LETTER OF UNDERSTANDING

### #14 Re: Hours of Work for Construction Staff (formerly called FM&P)

The undersigned Parties agree to the following changes to hours of work for Society-represented Construction Staff affected by various applicable Building Trade 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 60, 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 hours/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 Bruce Power-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

Revised January 1 2007 to reflect revised article references

**LETTER OF UNDERSTANDING**

**#17 Re: Respecting Inspection and Maintenance Services**

**LOU - #017**

**LETTER OF UNDERSTANDING**

**Between:**

**BRUCE POWER LP**

**-and-**

**THE SOCIETY OF ENERGY PROFESSIONALS**

**Respecting Inspection and Maintenance Services**

It is jointly agreed that the following Letter of Understanding (“LOU”) shall form part of the Collective Agreement between the parties (the Society of Energy Professionals (“the Society”) and Bruce Power LP (“Bruce Power”)):

**Whereas** Ontario Power Generation Inc (OPG) has served notice to terminate existing service contracts with Bruce Power which require OPG to provide Bruce Power with inspection and maintenance services (“IM Services”);

**And Whereas** certain employees currently employed by OPG regularly provide IM Services and have a regular workplace which is located at the Bruce Nuclear Generating Station (“the resident employees”);

**And Whereas** Bruce Power intends to offer employment to all of the resident employees who are in a bargaining unit represented by the Society and who are actively and currently engaged in the provision of IM Services;

**And Whereas** resident employees who elect to accept the offer of employment made by Bruce Power pursuant to the terms of this LOU will cease to be employed by OPG;

**Now therefore** the Parties agree as follows:

**Employment**

1. Bruce Power will employ all of the resident employees who accept Bruce Power’s offer of employment made in accordance with this LOU. Such employment will be in accordance with, and governed by, the Collective Agreement currently binding upon Bruce Power and the Society and expiring December 31, 2010 (the “Collective Agreement”), as modified by this LOU.

**Service**

2. Resident employees who accept Bruce Power’s offer of employment made in accordance with this LOU and who commence employment with Bruce Power under the Collective Agreement, will have their service with OPG recognized in establishing entitlements to benefits including sick leave. The intention is that resident employees who accept Bruce Power’s offer of employment made in accordance with this LOU will not be short-changed nor will they receive a windfall.

Sick days accumulated by such resident employees under the OPG Sick Leave Plan will be recognized in the Bruce Power Sick Leave Plan. Such resident employees will remain on the Sick Leave Plan they were on with OPG after joining Bruce Power. For clarity, if such resident employee were hired by OPG after January 1, 2001, the 'new' sick leave plan will apply at Bruce Power.

3. Resident employees who accept Bruce Power's offer of employment made in accordance with this Agreement and who commence employment with Bruce Power under the Collective Agreement will have their Established Commencement Date (ECD), Service Recognition Date (SRD), External Experience Value (EEV) and Vacation Commencement Date (VCD) adjusted to reflect service with OPG. As vacation pay will have been paid to such employees by OPG in connection with all of part of the period of employment beginning with the VCD and ending with the date the employee commences employment with Bruce Power, no vacation pay will be payable by Bruce Power in connection with that period. For greater clarity, and in the first year of employment with Bruce Power, the individual will receive a pro-rated vacation entitlement based on their VCD for each full month of service with Bruce Power calculated from the date they commence employment with Bruce Power up to and including June 30th of that year. Nothing in this Agreement, will restrict employees in taking time off work that is equivalent to the vacation they would otherwise be entitled to under the terms of the Collective Agreement based on their VCD.

### **Seniority**

4. Resident employees who accept Bruce Power's offer of employment made in accordance with this LOU and who commence employment with Bruce Power under the Collective Agreement will have their seniority accrued under the Collective Agreement between the Society and OPG recognized as seniority under the Collective Agreement.

### **Pension**

5. This section applies to each resident employee who accepts Bruce Power's offer of employment made in accordance with this Agreement and who commences employment with Bruce Power under the Collective Agreement. Each such resident employee will have his pensionable service accrued under the OPG Pension Plan recognized as such under the Bruce Power Pension Plan immediately following the transfer from the OPG Pension Plan to the Bruce Power Pension Plan of assets in respect of the accrued pension liability of such resident member. Each such resident employee will, upon commencement of employment with Bruce Power, begin to accrue pensionable service under the Bruce Power Pension Plan. For clarity, the Bruce Power Pension Plan will not accept partial transfers of individual pension entitlement from the OPG Pension Plan.

### **Salary**

6. Bruce Power will designate job classifications within the Nuclear Maintenance Inspection Services Department at Bruce Power which are comparable to the job classifications the employees were employed in with OPG immediately prior to terminating from OPG and the offers of employment will be made to these classifications. Resident employees who accept Bruce Power's offer of employment made in accordance with this LOU and who commence employment with Bruce Power under the Collective Agreement will be paid the salaries prescribed by the Collective Agreement, subject to:

- a) Bruce Power will ensure that the employee is initially paid a regular salary which is at least equal to the regular salary that he or she had been receiving from OPG at the time he or she terminated from OPG.
- b) If the initial regular salary payable to the resident employee in accordance with paragraph 6(a) of this LOU is greater than the regular salary prescribed by the salary schedule to the Collective Agreement, then, the employee's regular salary shall be green-circled. For clarity, the employee will receive no salary adjustments other than a negotiated economic increase, until such time as an adjustment is required by the Collective Agreement.

**Waive Posting**

- 7. Bruce Power and the Society agree that the offers of employment in the Nuclear Maintenance Inspection Services Department at Bruce Power made to resident employees pursuant to the terms of this LOU and any resulting employment shall not be considered to be a breach of the job posting and selection provisions of the Collective Agreement.

**All Issues**

- 8. This LOU resolves all the issues and claims as between Bruce Power and the Society arising from OPG's election to terminate the service contracts to provide IM Services and Bruce Power's election to develop the internal and external capacities to deliver IM services.

**Conflict**

- 9. Bruce Power and the Society agree that this Agreement operates notwithstanding any provision to the contrary contained in the Collective Agreement and, in the case of conflict between this Agreement and the Collective Agreement, this Agreement will prevail and will operate as a waiver or exception to the terms of the Collective Agreement.

Agreed and acknowledged by the Parties, through their duly authorized representatives at the Town of Tiverton on the 14<sup>th</sup> day of May, 2010.

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

**For the SOCIETY OF ENERGY  
PROFESSIONALS**

Ken Ellis  
Executive Vice President and Chief  
Nuclear Officer Bruce B

Rob Stanley  
Local Vice President  
Society of Energy Professionals

Brian Armstrong QC  
Executive Vice President  
General Counsel

Bob Wells  
Unit Director  
Society – Bruce Local

## LETTER OF UNDERSTANDING

### #19 Re: NRT Fitness bonus

Preamble: This Letter of Understanding applies to Medically Cleared FLMs in the Security Department, overseeing Nuclear Response Team members, are required to pass a mandatory PEAK test with respect to their physical fitness and as required by the Canadian Nuclear Safety Commission (CNSC). Eligible FLMs may opt to also take the PIN test. This Letter of Understanding is intended to provide certain incentives to those FLMs to undertake the PIN test and is not applicable to the mandatory PEAK test required under the regulations.

This Letter of Understanding supercedes all prior understanding and agreements with respect to the PIN test.

The following terms and conditions will apply to eligible Society represented FLMs in the Security department who elect to take the optional PIN test on a voluntary basis:

1. The bonus structure, as laid out in the Letter of Understanding, will be applied upon successful completion of the annual PIN test.
2. The bonus for successful completion of the PIN test (as offered by Bruce Power and not defined by the CNSC) to be paid to eligible FLMs is as follows:
  - a) The bonus is structured based on a year running from September 1<sup>st</sup> to August 31<sup>st</sup> each year (i.e., September to September).
  - b) The bonus is paid out upon the successful completion of the PIN test on the first attempt.
  - c) The annual PIN test will be offered in September of each year and the eligible FLMs will be provided with suitable notice of the date of the test and will be required to indicate their interest in participating.
  - d) The bonus is only paid to individuals who have been employed as FLMs for the entire bonus period (i.e., the previous twelve month period from September 1<sup>st</sup> to August 31<sup>st</sup>).
  - e) If an eligible FLM wishes to undertake the test but is unable to, they will need to advise their Manager in writing no later than two weeks prior to the running of the test and must provide the reasons why they cannot perform the test. Bruce Power reserves the right to determine if the individual will be permitted to undertake the test at a later date. Bruce Power retains the sole discretion to determine when and if the individual will be permitted to take a "make-up" test. Make-up tests will be conducted on the employee's own time without pay.
3. The payment structure upon the successful completion of the PIN test is as follows:
  - a) \$2000.00 per year up to the successful completion of the 3rd year;
  - b) \$2500.00 per year upon the successful completion of the test in the 4th and 5th years;
  - c) \$3000.00 per year for the successful completion of the test in each additional year following the 5th year.

4. The “year”: denotes a consecutive year of successful completion and not years of service. If an individual fails to undertake the test or fails to pass the test on the first attempt, he/she will revert back to the first year on the next annual attempt undertaken.

Dated this \_\_\_ day of June, 2012 at Kincardine Ontario.

**For the SOCIETY OF ENERGY  
PROFESSIONALS**

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

Dave Myette  
Local Vice President

Brian Armstrong QC  
EVP and General Counsel

Shirley Hayes  
Unit 4 Director

John Sauger  
EVP, Project Management and Construction

## Letter of Understanding

**SOC-LOU-00022 Re: SAT/SSIT Intake Process**

The purpose of this Letter of Understanding (the "LOU") is to document special terms pertaining to Shift Advisor Technical (SAT)/Shift Supervisor in Training (SSIT) release provisions under Article 65.6.10 "Release of Employees Selected to a Vacancy."

For the annual SAT/SSIT Intake process, the future start date will be established and advertised in the vacancy posting. The selected candidates will commence their new rate of pay and hours of work on the earlier date of either the day they move into the new position, or the established start date. This provision is conditional on all Regular Society-represented SAT/SSIT selections being offered the position a minimum of 120 days before the advertised start date. If this condition is not met, Article 65.6.10 (b) applies to all Regular Society-represented candidates.

Bruce Power confirms that all qualified applicants will be selected based on Articles 65.6.3 and 65.6.4.

The Recruitment Team will ensure that the Society is informed of the recruitment plan for SSIT vacancies prior to the posting being made active in the recruitment system. The Society will receive regular progress updates and receive a list of Society Represented employees who have been unsuccessful at each stage of the selection process. This will allow time for proactive issue resolution related to the recruitment process, should any be required. This clause is specific to the SSIT recruitment process and does not set a precedent for any other Society vacancy, now or in the future.

This LOU can be revised anytime by mutual consent.

This LOU continues in effect until either party provides six months written notice of withdrawal.

This Letter of Understanding is dated June 14, 2012.

**Signed for the SOCIETY OF ENERGY  
PROFESSIONALS**

Bob Wells  
Unit Director, Unit 3

Mike Gade  
Unit Director, Unit 7

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

Brian Armstrong QC  
Executive VP & General Counsel

Keith Wettlaufer  
Chief Financial Officer & EVP

## LETTER OF UNDERSTANDING

Between

BRUCE POWER LP

-and-

THE SOCIETY OF ENERGY PROFESSIONALS

Number: SOC-LOU-024

Original Date: 12Mar 2015

Revised Date(s):

Last Revised:

Obsolete Date: 31Dec 2035

### Units 3 – 8 Major Component Replacement

Bruce Power and the Society of Energy Professionals (Society) recognize the need to build a positive and mutually beneficial relationship where both parties can agree to work together in building a refurbishment model for Major Component Replacement (MCR) that meets the current needs of the economic climate and allows Bruce Power the ability to seek required investment for extending the life of Units 3 – 8 that will, in turn, help provide long-term stability of employment for Society members until refurbished units meet their end-of-life.

The parties recognize that a critical component of our long term success will be to focus on the core work of the safe and reliable operation of all 8 Units at Bruce Power. Bruce Power will also continue to support activities and assignments that will provide development opportunities for our employees and ensure appropriate involvement in the MCR programs to deliver successful outcomes.

It is with this recognition that Bruce Power and the Society agree to the following:

#### **Definitions**

The following working definitions will apply for the purposes of this LoU and are subject to change to align with the agreement reached with the IESO:

**Refurbishment Investment** – activities that occur within each MCR window (such as Feeder Replacement, Pressure Tube Replacement, Calandria Tube Replacement, Steam Generator Replacement), and enabling/support work (e.g., Bulkheads and Infrastructure)

**Life Cycle/Asset Management (LCAM)** - defined as Asset Management Investment work programs on a Unit's systems or components that are required to extend the design life of that Unit (as defined in Schedule A).

#### **Scope of Agreement**

Article 67 Purchased Services Agreement (including Form 10515) will be suspended for work associated with each Major Component Replacement (MCR) outage on Units 3 – 8. Each Unit will have one MCR outage lasting approximately four years. This will include the planning, preparation and execution of each MCR outage anticipated to take place from January 1, 2015 – December 31, 2035.

This consists of the following:

- Major Component Replacement (MCR) consists of Feeder Replacement, Pressure Tube Replacement, Calandria Tube Replacement, Steam Generator Replacement, and enabling/support work (e.g., Bulkheads and Infrastructure).
- MCR outages will also include currently defined Unit specific Life Cycle/Asset Management (LCAM) work as per Schedule A, provided to SEP on March 12, 2015. The work provided in Schedule A will align with the placement of MCRs as agreed to with the IESO understanding that the timing may change.
- Plant equipment and site infrastructure for all Refurbishment Work Programs, including LCAM work performed prior to, during, and after an MCR.
- Post synchronization activities related to MCR Refurbishment open items, required warranty work, and outstanding documentation updates.

The parties agree that as scope and schedule are finalized, this information will be shared.

### **Jurisdiction**

The Company recognizes the Society's jurisdiction assumed by Bruce Power at its inception.

### **Oversight**

In order to maintain transparency with respect to PSAs for LCAM work that is performed within the MCR, it is agreed that:

- The Company will continue to document Part 1 of every PSA that pertains to this LCAM work using the current format, and the Society will continue to be provided with access to the completed forms.
- The Company will continue to log these PSAs in the format presently being used, and the Society will continue to be provided with access to the log.

CEO/Society Joint Purchased Services Oversight Committee will meet semi-annually to review:

- Project scope, schedule, and status.
- Bruce Power's annual Capital Plans.
- Any MCR schedule changes, consistent with IESO communication, and the impact of these changes, if any.
- Mutually/proactively solve problems pertaining to this LoU.

Semi-annual updates will be provided at the Joint Working Party (JWP) to include:

- Society member involvement to ensure the intent of this LoU is met.
- project scope, schedule, and status.
- Bruce Power's annual Capital Plans.

The JWP will also be empowered to mutually/proactively solve problems pertaining to this LoU.

The Company will also provide access to information related to the terms of this agreement from a standard suite of reports for Society review and audit, and training/access to Passport contracts for LVP and Unit Directors, recognizing limitations due to the privileged nature of some contractual terms.

### **Society Involvement**

It is recognized that there will be a requirement for meaningful involvement of Society represented staff in the preparation, execution, and/or oversight of the MCR work programs. This will include Governance, Oversight and Support (examples are quality assurance, independent review/peer checking, design assurance, setting of standards, prescribing methodology, contract oversight and supervision, etc.).

There will be significant involvement of Society represented staff in Quality Assurance & Commissioning phases to ensure the success of the projects.

The functions currently performed by Outage & Maintenance Services (OMS) and Project Management & Construction (PMC) divisions will continue to have an integral role in the planning and execution of MCR outages and will continue to include regular status Society-represented staff, in addition to augmented staff.

Bruce Power will support activities and assignments that will provide development opportunities for Society-represented employees.

The Company agrees that reassignment within occupation code will follow normal processes including BP-PROC-00151, and filling of vacancies/rotations will follow the principle of best qualified through Article 65.

### **Dispute Resolution/Enforcement Mechanism**

Grievances alleging a breach of this LoU will be reviewed in the following order:

- Step 1 Joint Grievance Review Committee (JGRC).
- Step 2 If not resolved, review by Bruce Power CEO/Society President within 3 months of referral from JGRC.
- Step 3 If not resolved, Expedited Arbitration per Article 16.7.

Items pertaining to individual transactions such as who performs the work, or individual overtime distribution complaints are not a breach of this LoU and may not be referred through this process.

This process will not stop work from progressing, unless required by an Arbitration award.

## **Term**

This LoU shall take effect March 12, 2015 and shall be maintained as long as a Collective Agreement is in force between the parties until December 31, 2035 or completion of Units 3 – 8 Refurbishments, whichever comes first and unless Bruce Power experiences a material change in business circumstances. Examples of a material change will include, but not be limited to:

- a Unit or Units being removed from service indefinitely for reasons other than repair, refurbishment or dispatch off requirements; or
- a shutdown of all or any part of the business due to a serious accident, catastrophic event, or force majeure/natural disaster; or
- refurbishment is discontinued for any Unit; or
- any other circumstance beyond the reasonable control of the Company.

If a Power Purchase Agreement between Bruce Power and the Independent Electrical System Operator (IESO) is not finalized and/or Bruce Power is unable to finalize financial commitments for the refurbishment by September 1, 2015, this agreement becomes null and void.

**Schedule A**

**ASSET MANAGEMENT WORK**

In respect of the components and systems listed below, the activities, including any one or more of inspection, refurbishment, upgrade, testing and replacement of such components and systems, advisable in accordance with Good Engineering Practices for such systems and components to enable the operation of Units 3 to 8, inclusive, for the assumed operating lives thereof following their respective Refurbishment; provided, however, such Asset Management activities will not include the replacement of any particular component or system more than once. Highlighted scope will be executed during an MCR outage.

<b>Component</b>	<b>U0A</b>	<b>U0B</b>	<b>U3</b>	<b>U4</b>	<b>U5</b>	<b>U6</b>	<b>U7</b>	<b>U8</b>
<b>Air Systems and Compressors</b>								
Breathing Air Compressors and Dryers	X	X						
Service Air/ Instrument Air Compressors and Dryers	X	X	X	X	X	X	X	X
Annulus Gas Compressors			X	X	X	X	X	X
Liquid Zone Control Compressors			X	X	X	X	X	X
Moderator Cover Gas Compressors			X	X	X	X	X	X
<b>Battery Banks</b>								
250Vdc Battery Banks	X	X	X	X	X	X	X	X
<b>Buildings and Structures</b>								
Cooling Water Intake Structure	X	X						
Fuel Bays	X	X						
Powerhouse Siding	X	X						
Vacuum Building Roof Seal	X	X						
PHT Pump base structure			X	X				
Reactivity Mechanism Deck Seal			X	X	X	X	X	X
Turbine Tables			X	X	X	X	X	X
<b>Buses, Switches and Switchgear</b>								
13.8 kV Switchgear Buses	X	X	X	X	X	X	X	X
13.8 kV Transfer Buses	X	X						
13.8 kV SST & UST Bus Ducts	X	X	X	X	X	X	X	X
250 Vdc Switchgear and Buses	X	X	X	X	X	X	X	X
4.16 kV Switchgear Buses	X	X	X	X	X	X	X	X
600 Vac Switchgear Buses	X	X	X	X	X	X	X	X
EPS Switchgear Buses		X						
QPS Distribution Equipment			X	X				
<b>Calandria and Shield Tank Assembly</b>								
Calandria and Shield Tank Assembly			X	X	X	X	X	X
Calandria Relief Ducts			X	X	X	X	X	X
Shield Tank Containment Seal			X	X	X	X	X	X

Component	U0A	U0B	U3	U4	U5	U6	U7	U8
<b>Circuit Breakers</b>								
Medium Voltage Circuit Breakers	X	X	X	X	X	X	X	X
250 Vdc Circuit Breakers	X	X	X	X	X	X	X	X
600 V Circuit Breakers	X	X	X	X	X	X	X	X
13 kV Circuit Breakers	X							
<b>Computer Systems</b>								
SSMC MP100s	X	X	X	X	X	X	X	X
SSMC MP200s	X	X	X	X	X	X	X	X
DCC Analog Inputs			X	X	X	X	X	X
DCC Cables and WIBAs			X	X	X	X	X	X
DCC Displays			X	X	X	X	X	X
DCC Scanners			X	X	X	X	X	X
DCC Varian V72 Computers			X	X	X	X	X	X
<b>Cranes</b>								
FMMA Shop Crane	X	X						
Primary Irradiated Fuel Bay Crane	X	X						
Secondary Irradiated Fuel Bay Crane	X	X						
SIFB Dry Storage Crane	X	X						
Turbine Hall Cranes	X	X						
Reactivity Deck Cranes			X	X	X	X	X	X
Vault Cranes			X	X	X	X	X	X
<b>D2O Upgraders</b>								
Heavy Water Upgrader Distillation Towers	X	X						
Heavy Water Upgrader Support Equipment	X	X						
<b>Electrical Cables</b>								
EQ Cables	X	X	X	X	X	X	X	X
High Voltage Power Cables	X	X	X	X	X	X	X	X
I&C Cables	X	X	X	X	X	X	X	X
Low Voltage Power Cables	X	X	X	X	X	X	X	X
Medium Voltage Power Cables	X	X	X	X	X	X	X	X
<b>Fuel Route</b>								
CSA Ball Jacks and Screws	X	X						
RAB Ball Jacks and Screws			X	X	X	X	X	X
D2O Flow Injection Valves	X	X	X	X	X	X	X	X
Fuel Handling Computers	X	X						
Fuel Handling Closure Plugs			X	X	X	X	X	X
Fuel Handling Inverters	X	X						
Fuel Handling Shaft encoders	X	X						
Fuel Port Valves	X	X						

<b>Component</b>	<b>U0A</b>	<b>U0B</b>	<b>U3</b>	<b>U4</b>	<b>U5</b>	<b>U6</b>	<b>U7</b>	<b>U8</b>
Fuel Bay Valves	X	X						
Fuel D2O Vent and Drain Valves	X	X						
Fuel D2O Control Valves	X	X						
Fuel Flow Injection Control Valves	X	X						
Fueling Air Auxiliaries	X	X						
Fueling Machine Air Aux Flow Fuses	X	X						
Fueling Machine Heads	X	X						
Fuelling machine Bridges	X	X	X	X	X	X	X	X
<b>Heat Exchangers</b>								
ECI Heat Exchangers	X	X						
PIFB Heat Exchangers	X	X						
SIFB Heat Exchangers	X	X						
Small Heat Exchangers	X	X	X	X	X	X	X	X
Bleed Condensers			X	X	X	X	X	X
Bleed Coolers			X	X	X	X	X	X
Closed loop Demin Water Heat Exchangers			X	X	X	X	X	X
Condensers			X	X	X	X	X	X
Drain Coolers, LP & HP Feedwater Heaters			X	X	X	X	X	X
End Shield Cooling Heat Exchangers			X	X	X	X	X	X
Maintenance Cooling Heat Exchangers			X	X	X	X	X	X
Moderator Heat Exchangers			X	X	X	X	X	X
Reheaters			X	X				
Shutdown Cooling Heat Exchangers			X	X	X	X	X	X
<b>Instrumentation and Control</b>								
45V DC Power Supplies	X	X	X	X	X	X	X	X
Airpax Alarm Units	X		X	X				
CDF Terminal Blocks	X	X	X	X	X	X	X	X
Condensate Controllers			X	X	X	X	X	X
Control Relays	X	X	X	X	X	X	X	X
F&P Alarm Units	X	X	X	X	X	X	X	X
F&P and Foxboro Pressure Transmitters	X		X	X				
F&P Controllers	X	X	X	X	X	X	X	X
Foxboro Alarm Units	X		X	X				
MCR Panel I&C	X	X	X	X	X	X	X	X
Printed Circuit Cards	X	X	X	X	X	X	X	X
Process Control in FB&R System			X	X	X	X	X	X
Rosemount 1151 Pressure Transmitters	X	X	X	X	X	X	X	X
Rosemount 1152 Pressure Transmitters	X	X	X	X	X	X	X	X
Solenoid Valves	X	X	X	X	X	X	X	X

<b>Component</b>	<b>U0A</b>	<b>U0B</b>	<b>U3</b>	<b>U4</b>	<b>U5</b>	<b>U6</b>	<b>U7</b>	<b>U8</b>
Temperature Bridge Cards	X	X	X	X	X	X	X	X
Temperature Sensors and Reactor Vault Junction Boxes	X	X	X	X	X	X	X	X
Temperature Transmitters	X	X	X	X	X	X	X	X
<b>Inverters, Converters, Rectifiers</b>								
120 Vac Class II Inverters	X	X	X	X	X	X	X	X
48 Vdc Converters	X	X	X	X	X	X	X	X
600 Vac Class II Inverters	X	X	X	X	X	X	X	X
Test Rectifiers	X	X	X	X	X	X	X	X
<b>Isolated Phase Bus</b>								
Isolated Phase Bus and Cooling			X	X	X	X	X	X
<b>Large Power Transformers</b>								
10MVA DSTs	X	X	X	X	X	X	X	X
Station Service Transformers	X	X						
Main Output Transformers			X	X	X	X	X	X
PHT Pump Transformers			X	X	X	X	X	X
CLIII/IV Dry Type Distribution Transformers	X	X	X	X	X	X	X	X
Unit Service Transformers			X	X	X	X	X	X
<b>Main Generators and Auxiliaries</b>								
Excitation System			X	X	X	X	X	X
Generator Hydrogen Cooling System			X	X	X	X	X	X
Generator Monitoring System			X	X	X	X	X	X
Generator Rotor Forging, Windings and Rings			X	X	X	X	X	X
Generator Seal Oil System			X	X	X	X	X	X
Generator Stator Cooling System			X	X	X	X	X	X
Stator Waterboxes			X					
Stator Winding, Core and Frame			X	X	X	X	X	X
<b>Motor Control Centers</b>								
600 V Motor Control Centres	X	X	X	X	X	X	X	X
<b>Motors</b>								
Boiler Feed Pump Motors			X	X	X	X	X	X
Condensate Extraction Pump Motors			X	X	X	X	X	X
Condenser Cooling Water Pump Motors			X	X	X	X	X	X
Low Pressure Service Water Pump Motors			X	X	X	X	X	X
Main Moderator Pump Motors			X	X	X	X	X	X
Maintenance Cooling System Pump Motors			X	X	X	X	X	X
PHT Feed Pump Motors			X	X	X	X	X	X
PHT Pump Motors			X	X	X	X	X	X

<b>Component</b>	<b>U0A</b>	<b>U0B</b>	<b>U3</b>	<b>U4</b>	<b>U5</b>	<b>U6</b>	<b>U7</b>	<b>U8</b>
Shutdown Cooling Pump Motors			X	X	X	X	X	X
Common Service Water Pump Motors	X	X						
Emergency Coolant Injection Pump Motors	X	X						
Emergency Water Supply Pump Motors		X						
Small Motors	X	X	X	X	X	X	X	X
<b>Negative Pressure Containment System Components</b>								
Air Locks & Transfer Chambers Harsh Environment Elastomers	X	X	X	X	X	X	X	X
Air Locks & Transfer Chambers Mechanical Equipment	X	X	X	X	X	X	X	X
Air Locks & Transfer Chambers Mild Environment Elastomers	X	X	X	X	X	X	X	X
Containment Penetration Boiler Seal Bellows			X	X	X	X	X	X
Containment Penetration PHT Pump Seal Bellows			X	X	X	X	X	X
BA Containment Penetration Boiler Feedwater Seal Bellows			X	X	X	X	X	X
Containment Penetration Seal Elastomers	X	X	X	X	X	X	X	X
Passive Autocatalytic Recombiner	X	X	X	X	X	X	X	X
Pressure Relief Valve Adhesive	X	X						
Pressure Relief Valve Elastomers	X	X						
Pressure Relief Valve Mechanical	X	X						
<b>Piping</b>								
Above Ground Piping - Closed Loop Demin	X	X	X	X	X	X	X	X
Above Ground Piping - Common Service Water	X	X	X	X	X	X	X	X
Above Ground Piping - Condensate Make-up	X	X	X	X	X	X	X	X
Above Ground Piping - Condenser Circulating	X	X	X	X	X	X	X	X
Above Ground Piping - Domestic Water	X	X	X	X	X	X	X	X
Above Ground Piping - Emergency Boiler Cooling Water	X		X	X				
Above Ground Piping - Emergency Water		X			X	X	X	X
Above Ground Piping - Emergency Water Supply		X						
Above Ground Piping - Fire Protection	X	X	X	X	X	X	X	X
Above Ground Piping - High Pressure Service Water	X	X	X	X	X	X	X	X

<b>Component</b>	<b>U0A</b>	<b>U0B</b>	<b>U3</b>	<b>U4</b>	<b>U5</b>	<b>U6</b>	<b>U7</b>	<b>U8</b>
Above Ground Piping - Low Pressure Service Water	X	X	X	X	X	X	X	X
Above Ground Piping - Vacuum Priming	X	X	X	X	X	X	X	X
Buried Piping - Air Foam Fire Protection System	X	X						
Buried Piping - Common Service Water	X	X						
Buried Piping - Condenser Circulating Water System			X	X	X	X	X	X
Buried Piping - Conventional Systems	X	X						
Buried Piping - Demineralize Water	X	X						
Buried Piping - Fire Water	X	X						
Buried Piping - Generator Hydrogen Storage & Transfer	X	X						
Buried Piping - Lube Oil Storage & Transfer	X	X						
Buried Piping - Spent Resin Storage & Transfer	X	X						
Buried Piping - Low Pressure Service Water			X	X	X	X	X	X
Standby Generator Fuel Lines	X	X						
Nuclear Piping – other systems	X	X	X	X	X	X	X	X
Nuclear Piping – PHT systems	X	X	X	X	X	X	X	X
Secondary Side Heat Balance Piping			X	X	X	X	X	X
<b>Pressure Vessels &amp; Tanks</b>								
Pressure Vessels & Tanks	X	X	X	X	X	X	X	X
<b>Protective Relays</b>								
Protective Relays	X	X	X	X	X	X	X	X
Auxiliary Relays	X	X	X	X	X	X	X	X
<b>Pumps</b>								
Common Service Water Pumps	X	X						
Emergency Coolant Injection Pumps	X	X						
Emergency Water Supply Pumps		X						
Aux Boiler Feed Pumps			X	X	X	X	X	X
Condensate Extraction Pumps			X	X	X	X	X	X
Condenser Cooling Water Pumps			X	X	X	X	X	X
Low Pressure Service Water Pumps			X	X	X	X	X	X
Main Boiler Feed Pumps			X	X	X	X	X	X
Main Moderator Pumps			X	X	X	X	X	X
Maintenance Cooling System Pumps			X	X	X	X	X	X
PHT Feed Pumps			X	X	X	X	X	X
PHT Pumps			X	X	X	X	X	X
Shutdown Cooling Pumps			X	X	X	X	X	X

Component	U0A	U0B	U3	U4	U5	U6	U7	U8
Small Pumps	X	X	X	X	X	X	X	X
<b>Reactivity Control Units</b>								
Horizontal Flux Detectors			X	X	X	X	X	X
Horizontal Ion Chambers			X	X	X	X	X	X
Horizontal Ion Chamber Detectors			X	X	X	X	X	X
Neutron Over Power Amplifiers			X	X	X	X	X	X
In Core Flux Detector Amplifiers			X	X	X	X	X	X
Shutoff Rod and Control Absorber Assemblies			X	X	X	X	X	X
Vertical Flux Detectors			X	X	X	X	X	X
Vertical Ion Chambers			X	X	X	X	X	X
Vertical Ion Chamber Detectors			X	X	X	X	X	X
Startup Instrumentation			X	X	X	X	X	X
<b>Standby Generators</b>								
QPS Standby Diesel generator Controls	X							
QPS Standby Diesel Generators	X							
QPS Standby Diesel Generator Fuel Tanks	X							
Emergency Power Generator Controls		X						
Emergency Power Generators		X						
Standby Generator Controls	X	X						
Standby Generators	X	X						
<b>Steam Generators and Preheaters</b>								
Preheaters			X	X	X	X	X	X
Steam Drums			X	X				
Steam Generators			X	X	X	X	X	X
<b>Travelling and Trash Bar Screens</b>								
Bar Screens			X	X	X	X	X	X
Trash Racks	X	X	X	X	X	X	X	X
Travelling Screens	X	X	X	X	X	X	X	X
Travelling Screens - Screen Wash	X	X	X	X	X	X	X	X
<b>Turbines and Auxiliaries</b>								
Electro Hydraulic Governing System			X	X	X	X	X	X
FRF System			X	X	X	X	X	X
HP Turbine			X	X	X	X	X	X
LP Turbine			X	X	X	X	X	X
Lube Oil System			X	X	X	X	X	X
Turbine Control Valves			X	X	X	X	X	X
Turbine Exhaust Hood Cooling System			X	X	X	X	X	X
Turbine Gland Steam System			X	X	X	X	X	X
Turbine Turning Gear			X	X	X	X	X	X
Turbo Supervisory Instruments			X	X	X	X	X	X

Component	U0A	U0B	U3	U4	U5	U6	U7	U8
<b>Valves</b>								
Manual Valves	X	X	X	X	X	X	X	X
Check Valves	X	X	X	X	X	X	X	X
Air Operated Valves	X	X	X	X	X	X	X	X
Motor Operated Valves	X	X	X	X	X	X	X	X
Temperature Control Valve	X	X	X	X	X	X	X	X
Control Valves	X	X	X	X	X	X	X	X
Relief Valves	X	X	X	X	X	X	X	X
Pressure Relief Devices	X	X	X	X	X	X	X	X
APRV Actuators		X						
Hydraulic Actuated Valves	X	X	X	X	X	X	X	X
Electric MOVs – EQ	X	X	X	X	X	X	X	X
Electric MOVs – Not EQ	X	X	X	X	X	X	X	X
Containment Dampers			X	X				
CSDV Instrumentation			X	X	X	X	X	X
Digital Positioners			X	X	X	X	X	X
<b>Water Treatment Plant</b>								
Water Treatment Plant	X	X						
<b>Other</b>								
Critical ACUs	X	X	X	X	X	X	X	X
Critical On-line Analyzers	X	X	X	X	X	X	X	X
DN Monitoring Equipment	X	X	X	X	X	X	X	X
Environmental Monitoring Equipment	X	X	X	X	X	X	X	X
Fire Protection Equipment	X	X	X	X	X	X	X	X
Steam Traps	X	X	X	X	X	X	X	X

☒ - LCAM work performed within the MCR – as per current schedule

## LETTER OF UNDERSTANDING

Between

**BRUCE POWER LP**

-and-

**THE SOCIETY OF ENERGY PROFESSIONALS**

**Number: SOC-LOU-025**

**Original Date: 12Mar 2015**

**Revised Date(s):**

**Last Revised:**

**Obsolete Date: 31Dec 2023**

### **Life Cycle/Asset Management**

Bruce Power and the Society of Energy Professionals (Society) recognize the need to build a positive and mutually beneficial relationship where both parties can agree to work together in building a Life Cycle/Asset Management (LCAM) model that meets the current needs of the economic climate and allows Bruce Power the ability to seek required investment for extending the life of Units 3 – 8 that will, in turn, help provide long-term stability of employment for Society members until refurbished units meet their end-of-life.

The parties recognize that a critical component of our long term success will be to focus on the core work of the safe and reliable operation of all 8 Units at Bruce Power. Bruce Power will also continue to support activities and assignments that will provide development opportunities for our employees and ensure appropriate involvement in the LCAM programs to deliver successful outcomes.

The parties further recognize that this LoU is unusual given the protections afforded by Article 67 of the collective agreement that would otherwise apply, and agree that this LoU is only intended to apply to the work described in the Scope of Agreement section of this LoU, as currently defined in Schedule A, understanding that the timing may change.

It is with this recognition that Bruce Power and the Society agree to the following:

#### **Definitions**

The following working definitions will apply for the purposes of this LoU and are subject to change to align with the agreement reached with the IESO:

**Refurbishment Investment** – activities that occur within each MCR window (such as Feeder Replacement, Pressure Tube Replacement, Calandria Tube Replacement, Steam Generator Replacement), and enabling/support work (e.g., Bulkheads and Infrastructure).

**Asset Management Investment** – activities that occur once during a refurbishment MCR window or outside an MCR but required for the life extension of the unit (scope on schedule A provided).

#### **Scope of Agreement**

Article 67 Purchased Services Agreement approval rights will be suspended for Units 3-8 LCAM work anticipated to take place from March 12, 2015 – December 31, 2023.

**This consists of the following:**

- Life Cycle/Asset Management (LCAM) defined as Asset Management Investment work programs on a Unit's systems or components that are required to extend the design life of that Unit.
- The installation of capital modifications to extend the life of a Unit scheduled once per component. The same component may be replaced during the MCR outage.
- LCAM work may occur in outages prior to, during, or after the MCR outage as per LoU 24. It is also understood that some work programs will take place over multiple outages in the same Unit to replace the entire system (e.g., electrical power conversion equipment, feed & bleed & relief controllers), and the suspension relative to that system refurbishment/replacement will remain in place until the entire system is refurbished/replaced. Future occurrences of the same work will not be contracted out unless that work is covered by a specific Article 67 Purchased Service Agreement.
- Inspection and analysis work which is required more than once per unit to determine the optimal scheduling of the LCAM work.
- Activities done in preparation for LCAM (e.g., Engineering, Project Planning, Outage Planning associated with LCAM).
- Post synchronization activities related to Refurbishment open items, required warranty work, and outstanding documentation updates.

*For clarity, as described in LoU #24, Major Component Replacement (MCR) consists of Feeder Replacement, Pressure Tube Replacement, Calandria Tube Replacement, Steam Generator Replacement, and enabling/support work (e.g. Bulkheads and Infrastructure).*

**Jurisdiction**

The Company recognizes the Society's jurisdiction assumed by Bruce Power at its inception.

This agreement is not intended to negatively impact the Society's current role in outage planning/execution.

**Oversight**

In order to maintain transparency with respect to PSAs, it is agreed that:

- The Company will continue to document Part 1 of every PSA that pertains to this LoU using the current format, and the Society will continue to be provided with access to the completed forms.
- The Company will continue to log PSAs in the format presently being used and the Society will continue to be provided with access to the log.

The Company will also provide access to information related to the terms of this agreement from a standard suite of reports for Society review and audit, and training/access to Passport contracts for Unit Directors recognizing limitations due to the privileged nature of some contractual terms.

CEO/Society Joint Purchased Services Oversight Committee will meet semi-annually to review:

- Project scope, schedule, and status.
- Bruce Power's annual Capital Plans.
- Any MCR schedule changes, consistent with IESO communication, and the impact of these changes, if any.
- Mutually/proactively solve problems pertaining to this LoU.

Semi-annual updates will be provided at the Joint Working Party (JWP) to include:

- Society member involvement to ensure the intent of this LoU is met.
- Project scope, schedule, and status.
- Bruce Power's annual Capital Plans.

The JWP will also be empowered to mutually/proactively solve problems pertaining to this LoU.

### **Society Involvement**

There will be meaningful involvement of Society represented staff in the preparation, execution and/or oversight of LCAM work programs. This will include First Line Supervision, Governance, Oversight and Support (examples are quality assurance, independent review/peer checking, design assurance, setting of standards, prescribing methodology, contract oversight and supervision, etc.).

There will be significant involvement through Quality Assurance & Commissioning phases to ensure the success of the projects.

The functions currently performed by Outage & Maintenance Services (OMS) and Project Management & Construction (PMC) divisions will continue to have an integral role in the planning and execution of future outages, including LCAM outages, and will continue to include regular status Society-represented staff in addition to augmented staff.

Bruce Power will support activities and assignments that will provide development opportunities for Society-represented employees.

The Company agrees that reassignment within occupation code will follow normal processes including BP-PROC-00151, and filling of vacancies/rotations will follow the principle of best qualified through Article 65.

### **Dispute Resolution/Enforcement Mechanism**

Grievances alleging a breach of this LoU will be reviewed in the following order:

- Step 1 Joint Grievance Review Committee (JGRC).
- Step 2 If not resolved, review by Bruce Power CEO/Society President within 3 months of referral from JGRC.
- Step 3 If not resolved, Expedited Arbitration per Article 16.7.

Items pertaining to individual transactions such as who performs the work, or individual overtime distribution complaints are not a breach of this LoU and may not be referred through this process.

This process will not stop work from progressing, unless required by an Arbitration award.

## Term

This LoU shall take effect March 12, 2015 and shall be maintained until December 31, 2023 unless Bruce Power experiences a material change in business circumstances. Examples of a material change will include, but not be limited to:

- a Unit or Units being removed from service indefinitely for reasons other than repair, refurbishment or dispatch off requirements; or
- a shutdown of all or any part of the business due to a serious accident, catastrophic event, or force majeure/natural disaster; or
- refurbishment is discontinued for any Unit; or
- any other circumstance beyond the reasonable control of the Company.

If a Power Purchase Agreement between Bruce Power and the Independent Electrical System Operator (IESO) is not finalized and/or Bruce Power is unable to finalize financial commitments for the refurbishment by September 1, 2015, this agreement becomes null and void.

If a Collective Agreement is not in force between the parties due to a strike/lockout of Society-represented employees, for a period greater than 30 days, this LoU is not simply suspended, but becomes null and void.

## LETTER OF UNDERSTANDING

Between

**BRUCE POWER LP**

-and-

**THE SOCIETY OF ENERGY PROFESSIONALS**

**Number: SOC-LOU-026**

**Original Date: 12 Mar 2015**

**Revised Date(s):**

**Last Revised:**

**Obsolete Date: 31 Dec 2018**

### **Suspension of Article 67 Purchased Services Agreements (PSA) Approval**

#### **Preamble**

Article 67 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.

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.

#### **Intent and Scope**

This agreement is a suspension of the requirement for Society approval of Purchased Service Agreements under Article 67. Bruce Power will maintain sole authority to make all decisions regarding contracted services provided the following minimum headcount guarantees are maintained.

#### **Hiring/Headcount Commitments**

- Minimum headcount (actual) of 1,060 regular full-time or part-time status Society-represented employees, and minimum position count of 1,100 regular full-time or part-time Society-represented positions.
- A minimum headcount of 285 in Engineering filled by regular full-time or part-time status Society-represented employees.
- A minimum of 25% of Actual Headcount regular status Society employees will hold MP5/MP6 and/or Schedule 14 positions.

In the event that these minimum headcounts are not maintained, all of the Society's rights to a decision-making role in the processes outlined in Article 67 will be fully reinstated and will continue until such time as the minimum is met.

## **Jurisdiction**

The Company recognizes the Society's jurisdiction assumed by Bruce Power at its inception.

## **Oversight**

In order to maintain transparency with respect to PSAs, it is agreed that:

- The Company will continue to document Part 1 of every PSA that pertains to this LoU using the current format, and the Society will continue to be provided with a copy of each completed form.
- The Company will continue to log PSAs in the format presently being used and the Society will continue to be provided with access to the log.

The Company will also provide access to information related to the terms of this agreement from a standard suite of reports for Society review and audit, and training/access to PASSPORT contracts for Unit Directors recognizing limitations due to the privileged nature of some contractual terms.

Semi-annual updates will be provided at the Joint Working Party (JWP) to include:

- Society member involvement to ensure the intent of this LoU is met.
- Project scope, schedule, and status.
- Bruce Power's annual Capital Plans.

The JWP will also be empowered to mutually/proactively solve problems pertaining to this LoU.

## **Society Involvement**

The Company remains committed to maximizing the use and development of Society represented regular staff.

Within six months of ratification, the parties agree to form a committee and finalize recommendations for a pilot process which will consider available and qualified Society-represented employees to perform work on overtime, which may otherwise be contracted out.

Among other things, the committee will look at opportunities to utilize Society-represented employees where qualified employees seeking such opportunities can identify their interest. They will also investigate any accounting barriers which inhibit the use of overtime as a resourcing strategy. The work done by this committee will in no way impact the timeliness of resource scheduling, planning and/or work execution and will in no way increase overall costs.

The Company retains the right to determine the best resourcing strategy. This will include Overtime, Temporary Employees, Rotations and use of Contractors recognizing regular employees may be considered as a viable alternative where they are currently fully qualified and available to perform the work while competitive from a cost and timing perspective.

## **Dispute Resolution/Enforcement Mechanism**

Grievances alleging a breach of this LoU will be reviewed in the following order:

- Step 1 Joint Grievance Review Committee (JGRC).
- Step 2 If not resolved, review by Bruce Power CEO/Society President within 3 months of referral from JGRC.
- Step 3 If not resolved, Expedited Arbitration per Article 16.7.

Items pertaining to individual transactions such as who performs the work, or individual overtime distribution complaints are not a breach of this LoU and may not be referred through this process.

This process will not stop work from progressing, unless required by an Arbitration award.

## **Employment Security**

There will be no involuntary layoffs of Society represented regular employees for the term of the LoU.

## **Term**

This LOU shall take effect January 1, 2015. It shall be maintained through to December 31, 2018 unless Bruce Power experiences a material change in business circumstances. Examples of a material change will include, but not be limited to:

- a Unit or Units being removed from service indefinitely for reasons other than repair, refurbishment or dispatch off requirements;
- a shutdown of all or any part of the business due to a serious accident, catastrophic event, or force majeure/natural disaster; or
- any other circumstance beyond the reasonable control of the Company.

In such circumstances, the parties will meet to review the Hiring/Headcount Commitments and agree to re-establish the number and adjust to the appropriate ratio and skill mix of the regular workforce. If the parties cannot agree, then the matter will be referred to the CEO/Society Joint Purchased Services Oversight Committee immediately to determine an appropriate path forward.

If a Collective Agreement is not in force between the parties due to a strike/lockout of Society-represented employees, for a period greater than 30 days, this LoU is not simply suspended, but becomes null and void.

## LETTER OF UNDERSTANDING

Between

**BRUCE POWER LP**

-and-

**THE SOCIETY OF ENERGY PROFESSIONALS**

**Number: SOC-LOU-28**

**Original Date: 12 Mar 2015**

**Revised Date(s):**

**Last Revised:**

**Obsolete Date:**

### V Schedule

#### **Intent**

The parties agree to “V” Schedule for the purpose of supervising PWU employees on the same schedule. Principles for this schedule are:

- This outage schedule is intended to be used for Unit Outage work Programs where 24/7 coverage is required.
- Applies only to an employee whose base Occupation Code is a 40 hour/week Shift Work position.
- Maximum assignment per employee – total of 120 days per year (can volunteer for more).
- Time balance provisions, where appropriate, will be utilized to ensure paid hours are not less than 40 base hours per week. At the end of the assignment, negative time balances will be waived and positive time balances shall be compensated at the overtime rate of double time.
  - If the employee prefers, they can have all or a portion of the remaining time balance hours scheduled by Pay Services as Regular Days Off during the current year. To do this, the employee must submit an HR Ticket within two (2) weeks of being assigned to “V” Schedule, specifying the number of hours to be taken off.
- All Shift Change Notices onto the “V” Schedule will be closed Shift Change Notices (include a start and end date).
- Prior to commencing work on “V” Schedule, Society-represented employees will be provided seven (7) days written notice, including shift assignment, start date, and end date. Failure to provide seven (7) days’ notice requires the payment of overtime premiums for all work outside the employee’s normally scheduled hours, until such time as the notice period has elapsed. Wage Maintenance will also be paid for an employee’s regular scheduled shift(s) in their base occupation until such time as the notice period has elapsed.

#### **Duration**

This Letter of Understanding shall take effect March 12, 2015. It shall be maintained for the term of the Collective Agreement.

# 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 the 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, 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 the 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/OPGI 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 OPGI setting out the facts and evidence on which it relies. OPGI 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 OPGI 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; OPGI 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 right 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 OPGI

\_\_\_\_\_  
 Nov. 9/99  
 Date

## 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 OPGI Pension Plan and the OPGI 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 time based progression 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.

---

Lanny Totton  
For The Society

Jim Blair  
For The Society

Tim English  
For Ontario Hydro

## 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**

**OPGI** 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.

---

Date

Date

(Signed by T. English, and J. Blair for The Society - 2000/12/11)

## **PART XVII: BUSINESS UNIT MID-TERM AGREEMENTS**

### **#14 Re: Society Representation of Authorized Nuclear Operators in Rotations**

To implement the OPGI Procedure Authorized Nuclear Operator Staffing of Days Based on Rotational Positions within OPGI Divisions and the tripartite Memorandum of Understanding addressing matters of union representation dated January 11, 1996 (attached), the undersigned Parties agree:

OPGI 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 OHN 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) OHN 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 OHN, dated January 11, 1996.)

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