

# COLLECTIVE AGREEMENT

BETWEEN

The logo for Nuclear Waste Management Organization (NWMO) features the lowercase letters 'nwm' in a bold, black, sans-serif font, followed by a blue circle that serves as the letter 'o'.

NUCLEAR WASTE  
MANAGEMENT  
ORGANIZATION

SOCIÉTÉ DE GESTION  
DES DÉCHETS  
NUCLÉAIRES

NUCLEAR WASTE MANAGEMENT ORGANIZATION

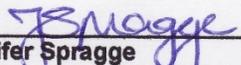
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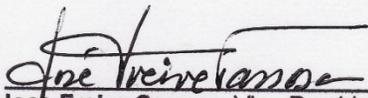


THE SOCIETY OF ENERGY PROFESSIONALS

JANUARY 1, 2015 – DECEMBER 31, 2016

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

  
\_\_\_\_\_  
**Jennifer Spragge**  
Vice-President, Human resources  
Nuclear Waste Management Organization

  
\_\_\_\_\_  
**Jose Freire-Canosa, Vice-President**  
NWMO Bargaining Group  
The Society of Energy Professionals



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**PART I - PREAMBLE****1 Society and Corporate Interests**

The object of this Agreement is to promote harmonious relations between Nuclear Waste Management Organization (NWMO) and employees consistent with the Canada Labour Code and in recognition of the need for the successful accomplishment of the public purposes for which NWMO 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.

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**

NWMO 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 to guide the conduct of the Joint Society Management Committee (JSMC) in negotiations and in its ongoing relationship. The parties are 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** 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.
- 1.2.6** An honest attempt will be made to resolve all problems/issues internally.
- 1.2.7** By virtue of adherence to the above principles, the JSMC will endeavour to act as an example to the whole organization to show how using those principles, can create a harmonious relationship.

<b>PART II - RECOGNITION</b>
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<b>2 Recognition Clause</b>
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- 2.1 Nuclear Waste Management Organization (NWMO) recognizes The Society as the exclusive bargaining agent for a bargaining unit comprised of the following:**

**All employees employed by NWMO 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 January 1, 2009.**

**2.2 Clarity Notes**

**2.2.1.1** For the purposes of clarity, the bargaining units set out above include:

- a) all regular, probationary, graduate students, reduced-hours, and temporary employees whose functions are included in the classifications paid from Salary Schedules 01 and 02.
- b) employees in NWMO whose full-time duties are security staff work performing the same security work as Security Staff who were formerly OSS staff paid from schedules 05 and 15 and who are paid from Salary **Schedule 01 and 2** (Security Staff).

**2.2.1.2 Exclude:**

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

functions or being employed in a confidential capacity with respect to labour relations.

### 2.2.2 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 **the province in which he or she is 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) "Engineer-in-training" means an employee who has completed a course of specialized instruction in engineering sciences and graduated from a university or similar institution, who has not satisfied all the requirements for practicing as a professional engineer and who is on a structured training program to partially satisfy these requirements.
- d) "Scientists" means employees who are university graduates in the Natural Sciences, the Applied Sciences, Mathematics or Computer Sciences, who are not classified as professional engineers, and who are engaged in the application of this specialized knowledge in the course of their employment. This definition includes all incumbents in positions identified under the heading of "Scientists" listed in Attachment A to Appendix I entitled "Utilization and Advancement of Professional Engineers and Scientists" in this Agreement. "Scientists" includes employees who satisfy these criteria and who are required to perform supervisory functions.

- e) "Professional employee" means an employee who:
- i) in the course of his/her employment is engaged in the application of specialized knowledge ordinarily acquired by a course of instruction and study resulting in graduation from a university or similar institution; and
  - ii) is eligible to be a member of a professional organization that is authorized by statute to establish the qualifications for membership in the organization; or
  - iii) performs the functions, but lacks the qualifications of a professional employee.

"Professional employees" include employees who satisfy these criteria and who are required to perform supervisory functions.

- f) "Administrative employee" means an employee who normally supervises persons engaged in office administration, construction, security or maintenance work who are represented by another trade union. This definition includes employees who share a community of interest with "supervisors".
- g) "Associated employees" means employees in positions which normally require a university degree or equivalent education or experience. This definition encompasses employees who share a community of interest with "professional engineers", "scientists" or "professionals" and includes, but is not limited to, Nurses and System Control Operators. "Associated employees" includes employees who satisfy these criteria and who are required to perform supervisory functions.

### **2.3 Supervisory Employees - Code of Ethics**

NWMO 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 NWMO. As members of NWMO 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 NWMO will identify, minimize and/or avoid the conflicts/perceived conflicts of interest that may arise concerning the relationship between supervisors, The Society and NWMO.

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.

#### **2.4 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. NWMO 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.

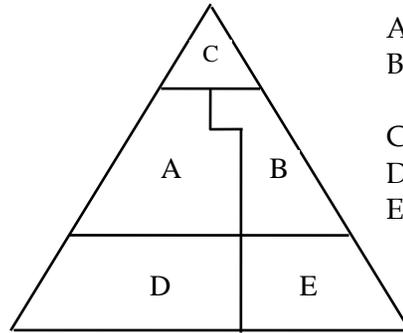
Any conflict of interest involving security staff will be subject to an expeditious internal confidential review/resolution process. If the internal resolution process is not capable of resolving the conflict of interest, then an expeditious external process will be activated.

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.

#### **2.5 Exclusions Process**

NWMO 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 - "Society Equivalent" MG Jobs (Formerly MF)
- C - Borderline Society/ESR Jobs
- D - Borderline Society/PWU Jobs
- E - "PWU Equivalent" MG Jobs (Formerly MS)

Scenario	New Jobs	Revised Jobs
A	Documents will be sent to The Society after finalization.	<ul style="list-style-type: none"> <li>i) If job leaves Society jurisdiction, documents will be sent to The Society before finalization.</li> <li>ii) If Society jurisdiction does not change, documents will be sent to The Society after finalization.</li> </ul>
B	Documents for new "Society Equivalent" MG (formerly MF) jobs will be sent to The Society before finalization.	If jurisdiction changes to Society bargaining unit, documents will be sent to The Society after finalization.
C	Documents for new first-level ESR jobs will be sent to The Society before finalization.	If jurisdiction changes to Society bargaining unit, documents will be sent to The Society after finalization.
D	Documents for the following new jobs not established as PWU jobs in the past will be sent to The Society before finalization: <ul style="list-style-type: none"> <li>i) supervisory jobs, and</li> <li>ii) non-supervisory jobs which report to a Society-represented position and are paid at the final step rate at or above MP2 Step 9.</li> </ul>	If jurisdiction changes to Society bargaining unit, documents will be sent to The Society after finalization.

2. If there is disagreement concerning jurisdiction of a position, The Society will notify Labour Relations, NWMO 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.*

<b>Date</b>	<b>Job Title</b>	<b>Schedule/Grade</b>
<b>Business unit</b>	<b>Division</b>	<b>Department</b>

This is a:  new document

code:  revised and previously excluded document - existing occupation

code:  revised and previously included document - existing occupation

Managerial Exclusion       Confidential Exclusion

Within Another Trade Union       Greater than 335 points

**SOCIETY UNIT DIRECTOR**

Agreed       Disagreed

If disagreed, why?

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Society Unit Director (signature)

\_\_\_\_\_

Date: \_\_\_\_\_

**SOCIETY STAFF OFFICER**

Agreed       Disagreed

If disagreed, why?

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Society Staff Officer (signature)

\_\_\_\_\_

Date: \_\_\_\_\_

***(The Society's agreement to exclude any position from its jurisdiction is without prejudice to challenge this exclusion at a later point.)***

Line Management (signature)	Human Resources Department (signature)
_____	_____
Date: _____	Date: _____

*Note: See Article 2 of The Society-NWMO Collective Agreement for the complete Recognition Clause and Appendix VIII & IX. For clarification or information regarding exclusion, please contact your Human Resources Officer or Labour Relations - Corporate HR or The Society Office or a Society Unit Director.*

## 2.6 Successor Rights

- 2.6.1** NWMO 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.
- 2.6.2** 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 **Ontario** Labour Relations Board **or Canada Industrial Relations Board, as the case may be**, and nothing herein is intended to affect the jurisdiction of the **those Boards** to resolve disputes related to the application of the provisions of the **applicable** 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 **Industrial** 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 Employee Classifications

### 3.1 Probationary Employees

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

### 3.2 Regular Employees

A regular employee is an employee who has either served the required probationary term or has previously been employed in one of the other categories and has satisfactorily met the job requirements. The employee

occupies a position that is considered part of the ongoing organization of NWMO.

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

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

## **3.3 Temporary Employees**

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

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

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

### **3.3.3 Student Employees**

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

## **4 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;

(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 **NWMO** employment. All employees who currently work reduced hours or have done so in the past, will have such service calculated as if were full-time.

(VCD is used to determine vacation bonus.)

**4.3 External Experience Value (EEV)**

The EEV represents a vacation credit quantity expressed in number of years, months and days for external work experience granted to qualifying regular employees (Section 38.7). The EEV and VCD determine total years credit for vacation entitlement (days) and the length of service based search notice period (Section 64.21 - Search Notice Period).

EEV is only applicable to the initial hire with **NWMO** and does not apply to any rehire, save and except those employees that have been forced to another employer through a "Change of Employer" under Part C of Article 64, formerly Article 102, on or after January 1, 2005 and have been rehired after 3 years.

#### **4.4 Service Recognition Date (SRD)**

The SRD for regular employees represents all service while an **NWMO** 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 NWMO 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

##### **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 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 **NWMO** 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 Temporary Assignments**

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

In such instances, the parties agree that:

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

- 5.1.1** The Society shall be given prior notice of any temporary assignment exceeding three months' duration that NWMO considers outside the bargaining unit, along with a rationale for the proposed exclusion.
- 5.1.2** The Society shall continue to represent employees who have been temporarily removed from their regular positions to perform work outside the bargaining unit for the first three months of the temporary assignment. Dues shall be deducted and remitted to The Society for the three-month period.
- 5.1.3** Except where otherwise specified in this Agreement, Society-represented employees who are temporarily assigned to positions outside the bargaining unit shall have access to all benefits, plans or entitlements under Part IX (Health Benefits), Part X (Pension and Insurance), Part XI (Relocation Assistance), and Articles 64 (Employment Continuity), and 65 (Vacancies) of the Collective Agreement for the full duration of the assignment.

## **5.2 Employees Temporarily Included in Society Jurisdiction**

- 5.2.1** NWMO personnel from outside The Society's bargaining unit who are temporarily assigned work within Society jurisdiction shall be represented by The Society for that portion of the assignment extending beyond three months, and dues shall be deducted for the period beyond three months.
- 5.2.2** During the period of Society representation, temporarily included employees shall be subject to the provisions of the Collective Agreement, but the following shall not apply:
- Article 20 (Performance Appraisals and Reduced Pay Standing Complaints), 21 (Performance Appraisal Feedback and Advanced Warning of Reduced Pay Standing) excluding 21.4, 32 (Re-earnable Incentive Plan), 33 (Progression-In-Place Plans)
  - 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 (Compensation for Authorization as a Nuclear Shift Supervisor)
  - Part XIII (Working Conditions)
  - Other provisions or Agreements to the extent they concern the above

## **5.3 Grievance**

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

## **6 Employees on Temporary Out-of-Province Assignment**

### **6.1 Terms and Conditions of Employment During Assignment**

- a) When a Society-represented employee accepts a temporary assignment outside Ontario, the employee:
- a) retains his/her status as an employee of NWMO;

- b) continues to accrue service credit for all purposes under Article 4, Service Credit Definitions, of the Collective Agreement;
- c) is required to pay Society dues during the term of any assignment.

**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. NWMO will advise The Society after a personal services contract with a Society-represented employee is signed.

**6.1.3** NWMO 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. OPG's "Employee Indemnification Policy" (08-03-01) will apply unless indemnification provisions specific to a given contract or project are identified in the personal services contract.

## **6.2 Filling the Pre-Assignment Position**

Before the employee commits to the assignment, Management will determine whether it intends to fill the position on a temporary or regular basis and discuss the decision and rationale with the employee. NWMO 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 NWMO 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 NWMO 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 an NWMO 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 NWMO posting requirements, consistent with Subsection 65.6.1 (b).

**6.3.5** When there is a reasonable expectation that an employee will be placed in a different position upon return from a temporary out-of-province assignment, NWMO 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; and
- b) the employee will not be matched in the redeployment; then the employee will be entitled to treatment under Section 6.3 above.

## PART III - VOLUNTARY RECOGNITION AGREEMENT

### 8 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 Ontario Hydro and The Society is found in Appendix IX. The VRA, as amended in this Article, is applicable to NWMO. The VRA shall remain in effect thereafter except for Sections 4.0 and 5.0 of the VRA (outlined in Articles 14 and 15 of this Agreement) which may be terminated by written notice by either party not less than twelve months prior to the expiry of the Collective Agreement in operation on January 1, 2019 or any subsequent Collective Agreement. In the event that The Society provides notice of termination of Sections 4.0 and 5.0 of the VRA, NWMO may require that the supervisors defined in Section 8.1 form a separate bargaining unit for which The Society shall be recognized as the bargaining agent and for which there shall be a separate Collective Agreement. In addition, The Society shall continue to be recognized as the bargaining agent for non-supervisory staff defined in the VRA. Disputes on the identification of supervisors shall be submitted to a mutually acceptable arbitrator for settlement. If the parties fail to agree to appoint an arbitrator, either party may refer the matter to the **federal** Minister of Labour who shall appoint a single arbitrator **in accordance with the Canada Labour Code**. The arbitrator will have the power accorded arbitrators under the Canada Labour Code. If NWMO provides notice of termination of Sections 4.0 and 5.0 of the VRA, it shall continue to recognize The Society as representing all employees in one bargaining unit as per the VRA and ensuing Collective Agreements.

In the event that either party desires to amend the VRA on or after January 1, 2019, it must notify the other party in writing not less than twelve months prior to the expiry of the Collective Agreement in effect on January 1, 2019 or thereafter twelve months prior to the expiration of any subsequent Collective Agreement. In such circumstances the parties will have the right, if either party so chooses, to appoint a mutually agreeable mediator for the purpose of reaching a settlement of the issues and where there is mutual agreement the mediator shall arbitrate outstanding matters in dispute.

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

#### 8.1 Supervisory Employees

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

- a) Employees on Salary Schedule 01 or 02 who under Plan A "Nature of Supervision" have either Degree 3 (or higher) or its equivalent;

**PART IV - COLLECTIVE AGREEMENT TERM - NO STRIKE/NO LOCKOUT****9 Collective Agreement Term - No Strike/No Lockout**

**9.1** This Collective Agreement shall remain in effect from January 1, **2015** to December 31, **2016** inclusive and, thereafter, shall be renewed automatically from year to year, subject to Section 4.0 of the Voluntary Recognition Agreement (VRA) as amended in the Collective Agreement, unless either Party notifies the other in writing not less than 90 days prior to the expiration of the Collective Agreement that it desires to amend the Collective Agreement. As long as Sections 4.0 as amended and 5.0 of the VRA remain in effect, where notice to amend the Collective Agreement is given, the provisions of this Collective Agreement shall continue in force until a new Collective Agreement is signed.

**9.2 No Strike/No Lockout**

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

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

## **PART V - UNION SECURITY**

### **10 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 NWMO 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 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 selected to Society represented vacancies, will be copied to the appropriate Unit Director, 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
- d) Upon written request provide to a Unit Director applicant information to specified Society represented vacancies.

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

**PART VI - DISPUTE RESOLUTION PROCESSES****12 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 NWMO Human Rights Policy. An employee who has a harassment or discrimination complaint on the basis of these grounds will have access to NWMO Human Rights and Complaints resolution process.

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

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

**12.2 Union Activity**

NWMO 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 Employee Indemnification**

**13.1** NWMO will provide assistance and financial indemnification to an employee who, as a consequence of performing the normal duties of his/her job for NWMO, 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, NWMO will not provide financial indemnification to an employee considered by NWMO to have acted with dishonesty, bad faith, or with intentional or reckless disregard for the best interests of NWMO.

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 OPG policy.

## **14 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 NWMO shall have the right to refer the matter to the **federal** Minister of Labour and the Minister shall appoint a mediator and/or arbitrator **in accordance with the Canada Labour Code**. The arbitrator will have the power accorded under the Canada Labour Code.

### **14.2 Selection of Mediators and Arbitrators**

Mediators and arbitrators shall be selected from the list of mutually acceptable persons which include those set out below and the costs of using them will be shared equally by NWMO and The Society.

List of Mediators and Arbitrators (incomplete)

The parties submit the following individuals to be used as mediators/arbitrators if mutually agreed to:

Kevin Burkett  
Pamela Picher  
Michel Picher  
Robert Howe

Professor Ken Swan  
George Adams  
Jane Devlin

## **15 Collective Agreement Negotiation Disputes**

Future contract negotiations disputes shall be resolved by binding arbitration.

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

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

- a) a balanced assessment of internal relativities, general economic conditions, external relativities;
- b) NWMO's need to retain, motivate and recruit qualified staff;
- c) the cost of changes and their impact on total compensation;
- d) the financial soundness of NWMO and its ability to pay.

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

## **16 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 NWMO 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 NWMO 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 NWMO 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 NWMO 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

NWMO may present to the Joint Society-Management Committee 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.

The scope of the Complaint and Grievance/Arbitration process includes policies listed in Article 97 "Status of Certain Policies and Procedures".

The grievance/arbitration procedure may be used to challenge any unreasonable, arbitrary or bad faith action taken by NWMO 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. NWMO 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 Step 2 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, the Society may refer a grievance to Step 3A (expedited arbitration) or Step 3B (regular arbitration) within 30 working days. Grievances not referred within the time limits above shall be considered to be withdrawn.

- 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. The parties will agree, on an annual basis, to arbitrators for both the expedited (Step 3A) and regular (Step 3B) arbitration procedures, and may on joint agreement engage other arbitrators on a case by case basis. A back up arbitrator will be agreed on for the Step 3A process.
- d) The parties will agree on a special arbitrator to hear all grievances related to benefits.
- e) Dates will be arranged as follows:
- expedited mediation/arbitration will be scheduled, in advance, bi-monthly
  - regular arbitration hearings will be scheduled, in advance, tri-monthly
- f) For expedited Arbitration, the parties will exchange briefs one week prior to the Hearing, with a copy to the Arbitrator, outlining their respective positions and proposed resolution. Normally no witnesses will be called unless the Arbitrator so directs. The parties may submit a joint statement of facts. The arbitrator's award shall be delivered within 10 working days following the hearing. Each Party shall assume its own costs of the arbitration proceedings and shall share equally the cost of the arbitrator.
- g) If either party requests an arbitrated outcome at Step 3A, this will be the joint direction to the mediator/arbitrator. Failure to achieve a mediated settlement will not be a consideration in any way at the subsequent arbitration.
- h) An arbitrator shall consider any difference which arises between the parties relating to the interpretation, application or administration of this Agreement, including any question as to whether a matter is arbitrable, or where an allegation is made that this Agreement has been violated. An arbitrator shall also consider any matter of interpretation, application, and administration of policy and practice as may be referred to him/her by employee grievance. An arbitrator shall consider only such

evidence as is presented to him/her by representatives of NWMO or The Society.

- i) The arbitrator shall have the power to settle or decide such matters as are referred to him/her in a fair and equitable manner, and the arbitrator's decision shall be final and binding. An arbitrator shall not have the power to amend or terminate this Agreement, policies, or procedures save only any policies and procedures which may conflict with the terms of this Agreement.

#### **16.8 Employment File**

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

#### **16.9 Society Representatives**

A Society representative will be granted reasonable time off from normal duties and have normal base earnings maintained while acting as a Society representative in any of the steps of the grievance procedure or when required by Management to be a participant in arbitration proceedings under Articles 16 "Complaint/Grievance Arbitration Procedure", 19 "Job Challenges", 20 "Performance Appraisals and reduced Pay Standing Complaints", and 64 "Employment Continuity". Requests for time off will be made to the employee's supervisor.

#### **16.10 Mediators/Arbitrators**

The following are agreed to arbitrators under Article 16. With mutual agreement the parties may use other arbitrators who are not found on these lists:

<u>Expedited Arbitration</u>	<u>Regular Arbitration</u>
- Jules Bloch	- Owen Shime
- William Kaplan	- Ken Swan
- Owen Shime	- Louisa Davie
	- Jane Devlin

## **16.11 Expediting Redeployment Grievances and Arbitrations**

### **16.11.1 Complaint and Grievance Procedure**

- a) This Article, Expediting Redeployment Grievances and Arbitration, applies to grievances arising from the administration of Employment Continuity provisions of the Collective Agreement (Article 64.3), including the redeployment process in each Unit of Application, non-selection to positions in the mix and match and non-selection of employees entitled to priority placement in the search/notice period, and to decisions of JROTs.
- b) Except as specified in this Article 16.11 Expediting Redeployment Grievances and Arbitration, all provisions and practices established in relation to the Complaint and/Grievance/Arbitration Procedure apply to these grievances.
- c) An employee's complaint must be submitted no later than 20 working days after completion of the Mix and Match, e.g. final approval of the JRPT Second Report or equivalent, the JROT decision, or the selection process that includes the decision he/she feels is unfair.
- d) At Step 1 of the grievance procedure, The Society will submit complaints within the scope of Article 16.11 Expediting Redeployment Grievances and Arbitrations to the relevant JRPT, JROT, and/or line management through Labour Relations. Management and The Society will be given 10 working days to attempt to resolve the grievance. The Society's position on the grievance is not prejudiced by that of Society members of JRPTs or JROTs.
- e) Failing resolution at Step 1, The Society may advance the grievance to Step 2 of the grievance procedure within a further 10 working days.
- f) The Parties will appoint regular and backup members to at least one Standing Redeployment Grievance Team, which will act as a Second Step Grievance Committee according to the terms of the Collective Agreement. The Committee will meet within ten days of a grievance being filed to attempt to resolve the grievance.
- g) Failing resolution at Step 2, The Society may refer the grievance to arbitration within 20 working days. The Parties will designate and retain one arbitrator for grievances under Article 16.11 Expediting Redeployment Grievances and Arbitrations.

### **16.11.2 Arbitration**

- a) The parties will review case by case the appropriateness of the following expedited arbitration process for grievances arising from the Expedited Redeployment Grievance process.

- b) An arbitrator acceptable to the parties, will be retained as arbitrator for Employment Continuity grievances and he will be asked to deal with agreed-upon cases according to the terms (c) below. The arbitrator shall control the proceedings and retain jurisdiction to require further submissions of fact or argument as he deems necessary to determine the matter.
- c) The expedited arbitration process will require the following:
  - i. each grievance can be heard on one day, more than one grievance may be scheduled per day subject to the arbitrator's direction.
  - ii. the parties will prepare and sign a Joint Statement of the facts giving rise to the dispute, the facts in dispute (to the extent practicable), and any agreement as to the issues to be decided by the arbitrator. The Joint Statement must be developed prior to scheduling the hearing date.
  - iii. each party will present three copies of a Case Statement at the outset of the hearing. The Case Statement will state the issues to be determined, the facts on which the party relies, and a summary of the position of the party, supported by documentary exhibits and references to the Collective Agreement, jurisprudence or other authorities.
  - iv. witnesses may be called where the arbitrator rules that there is a material factual dispute and determines which parts of the evidence sought to be called appear relevant and material to the determination of the grievance. Witnesses will be under oath and subject to examination and cross-examination.
  - v. oral argument will be limited to the position of the party set out in the Case Statement and the rebuttal of the other party's argument.
  - vi. the arbitrator will determine the matter as soon as possible, with a written decision issued to the parties within ten working days of the hearing date. Failure to meet a time limitation under this process will be deemed a technicality that does not invalidate the proceedings or the award.
- d) Where the parties do not agree that a case is appropriate for this procedure, it will be dealt with by the same arbitrator as a conventional referral to arbitration.

## **17 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**

**17.2.1** Prior to the imposition of any disciplinary penalty, the employer shall conduct a disciplinary interview.

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

**17.3** The employer shall provide the Society Unit Director and the employee with an email or written notice two (2) business days in advance of any interview where discipline is likely to follow for such employee. Such notice shall indicate:

- a) his/her right to be accompanied by a Society representative;
- b) the purpose of the meeting including a general outline of the issues;

An email notice will be sent to the Society Office. This shall be considered a confirmation of receipt of the notice above.

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

The above is contingent upon the following:

- a) The case is heard at the next JGRC, respecting timelines for brief exchange
- b) If unresolved, heard at the next available arbitration date

## **18 Principle and Process of Prior Involvement in Jurisdictional Issues/Disputes**

**18.1** NWMO should advise The Society and provide an opportunity for its involvement at the appropriate organizational level (e.g., NWMO, 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, NWMO 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 NWMO 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), NWMO 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 NWMO 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 Job Challenges**

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

### **19.1 Employee Initiated Job Reviews**

- a) 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.
- b) 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.
- c) 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/NWMO grievance procedure contained in Complaint and Grievance/Arbitration Procedure in Article 16 of the Collective Agreement.
- d) 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. The parties, with the aid of job evaluation experts, will exchange information on out-standing job challenges.
- e) If there is no resolution of the grievance, a Step 2 meeting will be held on the next regularly scheduled standing Step 2 meeting (as specified in the Complaint and Grievance/Arbitration Procedure in Article 16 of the Collective Agreement.)
- f) Any unresolved issues will proceed through the grievance/arbitration process in the Complaint and Grievance/Arbitration Procedure in Article 16 of the Collective Agreement at Step 3.

## **20 Performance Appraisals and Pay Standing Complaints**

**20.1** Complaints concerning the interpretation or application of Article 21 ("Performance Appraisal Feedback and Advanced Warning of Reduced Pay Standing") and any warning of reduced pay standing may be processed through the grievance/arbitration procedure in accordance with Article 16.

**20.2** Complaints concerning any disagreement of the assessment in an employee's performance appraisal will be heard through an internal resolution process. This process consists of the following three consecutive steps:

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

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

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

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

## **21 Performance Appraisal Feedback and Advanced Warning of Reduced 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** If an employee's performance may result in a reduction in step on the band, the employee will be given written notice at least six (6) months in advance of any contemplated action, setting out as precisely as possible:
- a)** the unsatisfactory performance;
  - b)** what is required to rectify the unsatisfactory performance;
  - c)** the actions that may be taken if improvement does not occur.

## **22 Role of Supervisors**

- 22.1** As members of NWMO 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 Salary Schedules and Progression**

**23.1** Salary rates shall be in accordance with Salary Schedules **01 and 02** that are part of this Agreement.

The top of the band for Salary Schedules **01 and 02** is the cap for all employees except for grandfathered employees. Similarly, no employee shall be placed below the initial step of the bands.

**23.2** Employees hired on or after January 1, 2006 will be placed directly on the applicable Salary Schedule (**01 or 02**) and annual progressions shall be in accordance with Article 23.6 and 23.8. For greater clarity, all employees who are either hired into or enter a Progression-In-Place Plan position on or after January 1, 2006 will be placed on the MP-4 band.

**23.3** Those employees at or above 103% at the time of placement on the bands, in 2007, will be green circled. For greater clarity these employees will be entitled to all negotiated economic increases.

**23.4** The Salary Schedules shall be increased effective January 1, **2015** by **2.0%**.

**23.5** The Salary Schedules shall be increased effective January 1, **2016** by **2.5%**.

**23.6** Employees on Schedules **01 and 02** will normally progress from step to step on an annual basis on the date they were placed on the Band/Step unless otherwise specified in this Article.

The annual progression dates for employees are set as follows:

- a) Employees who were transitioned to Salary Schedules 03 and 09 in January 2007 as set out in Article 23.4 of the 2006-2010 Collective Agreement will have their progression date set to the date of transition.
- b) Employees placed on the bands in 2006 per LOU #177 (Treatment of Schedule 04 Management and Professional Trainees) will have their progression date set per LOU #177.
- c) Hire dates will be used for employees hired on or after January 1, 2006.
- d) Notwithstanding Article 23.6 a), b) and c) above, job changes resulting in a change of step and/or band will reset the annual progression date to the effective date in the position.

**23.7** Movement through the band can be restricted where:

- a) the employer demonstrates a performance problem. For clarity progression restrictions are grievable;
- b) for employees who are in a Progression-In-Place they will not be able to progress beyond the Qualifying Accomplishment Step unless they have met the Qualifying Accomplishments;

**23.8** Movement through the band can be accelerated where management deems it appropriate.

## **24 Escalator Clause**

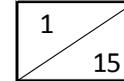
24.1 The parties have agreed for the two year term of this Collective Agreement to include an escalator clause applicable in the last year of the contract. This provision will terminate as of December 31, **2016** and will not be automatically renewed in any subsequent collective agreement. This escalator clause is designed to generate a maximum of one wage increase on January 1, **2017** and none thereafter.

24.2 In the second year of the Collective Agreement, namely January 1, **2016** to December 31, **2016**, the following formula shall apply:

- (a) An increase of more than **2.5%** in the Ontario All Items index (2002 = 100) published by Statistics Canada in November **2016** (published in December **2016**) over the index for November **2015** (published in December **2015**) will activate the escalator clause.
- (b) On January 1, **2017**, base rates and band rates will be increased by an amount equivalent to the amount by which the increase in the Index exceeds **2.5%** in the 12 month period specified in (a) above but in no case shall the amount of such increase exceed **2.5%**.
- (c) This wage increase would be implemented effective January 1, **2017** at the same time as any negotiated wage increase for **2017** referred in Article 23.5. There will be no compounding of these wage increases.

24.3 In the calculation of fractions, the simple 5/4 method of rounding will be used. That is, .00001 to .00499 rounds to down and .00500 to .00999 rounds up. This rounding methodology is to be used in the calculation of wage rates.

24.4 The availability of the escalator shall depend upon the continued availability of the Index calculated on its present base and in its present form. If the Index is not available, the parties will meet and agree on an appropriate alternative conversion of the Index.

**NWMO****SALARY SCHEDULE 01**

STANDARD 35 HOURS PER WEEK SCHEDULE

DOLLARS PER WEEK

SALARY GRADE

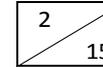
<b><u>STEP</u></b>	<b><u>MP2</u></b>	<b><u>MP3</u></b>	<b><u>MP4</u></b>	<b><u>MP5</u></b>	<b><u>MP6</u></b>
<b>23</b>					2,651.54
<b>22</b>					2,584.74
<b>21</b>					2,547.10
<b>20</b>				2,486.54	2,486.54
<b>19</b>				2,459.27	2,459.27
<b>18</b>				2,409.08	2,409.08
<b>17</b>				2,383.54	2,383.54
<b>16</b>				2,357.76	2,357.76
<b>15</b>			2,332.04	2,332.04	2,332.04
<b>14</b>			2,284.91	2,284.91	2,284.91
<b>13</b>			2,236.45	2,236.45	
<b>12</b>		2,188.00	2,188.00	2,188.00	
<b>11</b>		2,119.91	2,119.91	2,119.91	
<b>10</b>	2,051.83	2,051.83	2,051.83		
<b>9</b>	1,990.00	1,990.00	1,990.00		
<b>8</b>	1,919.73	1,919.73	1,919.73		
<b>7</b>	1,856.99	1,856.99	1,856.99		
<b>6</b>	1,797.58	1,797.58	1,797.58		
<b>5</b>	1,722.29	1,722.29	1,722.29		
<b>4</b>	1,647.01	1,647.01	1,647.01		
<b>3</b>	1,571.72	1,571.72	1,571.72		
<b>2</b>	1,521.53	1,521.53	1,521.53		
<b>1</b>	1,359.15	1,359.15	1,359.15		

Note: This schedule is applicable to positions established as having a 35-hour basic workweek.

Total Compensation  
 Effective: January 1, 2015  
 Revised: January 1, 2015

**NWMO**

SALARY SCHEDULE 02



STANDARD 40 HOURS PER WEEK SCHEDULE

DOLLARS PER WEEK

SALARY GRADE

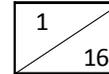
<u>STEP</u>	<u>MP2</u>	<u>MP3</u>	<u>MP4</u>	<u>MP5</u>	<u>MP6</u>
23					3,105.91
22					3,027.83
21					2,983.74
20				2,913.40	2,913.40
19				2,880.85	2,880.85
18				2,822.07	2,822.07
17				2,792.14	2,792.14
16				2,761.95	2,761.95
15			2,732.71	2,732.71	2,732.71
14			2,676.61	2,676.61	2,676.61
13			2,619.85	2,619.85	
12		2,562.47	2,562.47	2,562.47	
11		2,483.32	2,483.32	2,483.32	
10	2,404.06	2,404.06	2,404.06		
9	2,331.14	2,331.14	2,331.14		
8	2,248.84	2,248.84	2,248.84		
7	2,175.34	2,175.34	2,175.34		
6	2,105.72	2,105.72	2,105.72		
5	2,017.54	2,017.54	2,017.54		
4	1,929.35	1,929.35	1,929.35		
3	1,841.15	1,841.15	1,841.15		
2	1,782.38	1,782.38	1,782.38		
1	1,592.15	1,592.15	1,592.15		

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

Total Compensation

Effective: January 1, 2015

Revised: January 1, 2015

**NWMO**SALARY SCHEDULE 01

STANDARD 35 HOURS PER WEEK SCHEDULE

DOLLARS PER WEEK

SALARY GRADE

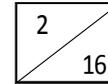
<u>STEP</u>	<u>MP2</u>	<u>MP3</u>	<u>MP4</u>	<u>MP5</u>	<u>MP6</u>
23					2,717.83
22					2,649.36
21					2,610.78
20				2,548.71	2,548.71
19				2,520.75	2,520.75
18				2,469.31	2,469.31
17				2,443.12	2,443.12
16				2,416.70	2,416.70
15			2,390.34	2,390.34	2,390.34
14			2,342.04	2,342.04	2,342.04
13			2,292.36	2,292.36	
12		2,242.70	2,242.70	2,242.70	
11		2,172.91	2,172.91	2,172.91	
10	2,103.13	2,103.13	2,103.13		
9	2,039.75	2,039.75	2,039.75		
8	1,967.73	1,967.73	1,967.73		
7	1,903.42	1,903.42	1,903.42		
6	1,842.51	1,842.51	1,842.51		
5	1,765.34	1,765.34	1,765.34		
4	1,688.18	1,688.18	1,688.18		
3	1,611.01	1,611.01	1,611.01		
2	1,559.57	1,559.57	1,559.57		
1	1,393.13	1,393.13	1,393.13		

Note: This schedule is applicable to positions established as having a 35-hour basic work week.

Total Compensation

Effective: January 1, 2016

Revised: January 1, 2016

**NWMO****SALARY SCHEDULE 02**

STANDARD 40 HOURS PER WEEK SCHEDULE

DOLLARS PER WEEK

SALARY GRADE

<u>STEP</u>	<u>MP2</u>	<u>MP3</u>	<u>MP4</u>	<u>MP5</u>	<u>MP6</u>
23					3,183.56
22					3,103.52
21					3,058.33
20				2,986.24	2,986.24
19				2,952.87	2,952.87
18				2,892.62	2,892.62
17				2,861.94	2,861.94
16				2,830.99	2,830.99
15			2,801.03	2,801.03	2,801.03
14			2,743.53	2,743.53	2,743.53
13			2,685.35	2,685.35	
12		2,626.54	2,626.54	2,626.54	
11		2,545.40	2,545.40	2,545.40	
10	2,464.16	2,464.16	2,464.16		
9	2,389.42	2,389.42	2,389.42		
8	2,305.06	2,305.06	2,305.06		
7	2,229.72	2,229.72	2,229.72		
6	2,158.36	2,158.36	2,158.36		
5	2,067.98	2,067.98	2,067.98		
4	1,977.59	1,977.59	1,977.59		
3	1,887.18	1,887.18	1,887.18		
2	1,826.94	1,826.94	1,826.94		
1	1,631.96	1,631.96	1,631.96		

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

Total Compensation

Effective: January 1, 2016

Revised: January 1, 2016

**25 Pay and Benefits Treatment of Management and Professional Trainees Paid on Steps 1 or 2 of the MP2, MP3 or MP4 Bands**

- 25.1** Individuals with advanced degrees or some applicable experience may be given an appropriate time credit when they are placed on either step 1 or 2 of the MP 2, MP 3 or MP 4 bands.
- 25.2** Individuals with advanced degrees or some applicable experience may be given an appropriate time credit when they are placed on either step 1 or 2 of the MP 2, MP 3 or MP 4 bands.
- 25.3** Management may appoint individuals to a regular position upon successful completion of Step 2. Such individuals will be given a letter (copy to the Society) six (6) months prior to the completion of the training program indicating the location of their final appointment.
- 25.4** Employees who have reached Step 3 and have not yet been appointed to an M&P job will be treated as special cases to be dealt with on an individual basis by line management.
- 25.5** Progression from step 1 to step 3 of MP2, MP3 or MP4 will be dependent upon satisfactory performance. A progression step may be withheld where NWMO can demonstrate unsatisfactory performance. In such cases the employee's performance will be reviewed in six months and, if performance has been satisfactory, the employee will progress to the next step. If progression must be withheld due to unsatisfactory performance for a twelve month period, there may be cause for termination. If the employee's performance is satisfactory for one year following the withholding of a progression step the employee will be awarded any withheld step increase, thus restoring his/her original progression pattern.
- 25.6** An absence greater than one month due to illness, pregnancy, parental leave, etc., may result in an extension of a step in the progression process. The original progression dates may be reinstated if satisfactory progress can be shown to have been made during an extension period.
- 25.7** Vacation provisions that apply to M & P staff will also apply to employees on steps 1 or 2 of either the MP 2, MP 3 or MP 4 Bands .
- 25.8** Articles contained in Part XI (Relocation Assistance) will not apply to Management and Professional Trainees in the Nuclear business organization, except as noted below:

- i) Management and Professional Trainees in the Nuclear business organization will be paid for any additional travel costs when assigned to a temporary work headquarters for short duration assignments (ie. meetings, conferences, seminars, or similar type of functions ) as long as these are job assignments requested by Management. Additional travel costs are defined as the mileage to the new work location minus the mileage to the normal work location.
- ii) Articles contained in Part XI (Relocation Assistance) will apply to Management and Professional Trainees when they are appointed to an M&P or are progressed to Step 3 on either the MP 2, MP 3 or MP 4 band.
- iii) Any other reimbursement for expenses for Management and Professional Trainees will be at management's discretion.

**25.9** Eligibility for other benefits and allowances which apply to regular staff will be granted to employees on steps one or two when they are granted regular employee status.

**25.10** Shift compensation rates for developmental staff are as follows:

For work on Saturdays and Sundays:

**January 1, 2015: \$22.77**  
**January 1, 2016: \$23.34**

For work on statutory holidays:

**January 1, 2015: \$45.52**  
**January 1, 2016: \$46.66**

Beyond December 31, 2012 the shift premiums are subject to the same general base wage increases that are applied to wage schedules.

**25.11** Student employees will be paid at either Step 1 or 2 of the MP 2 Band.

**26 DELETED**

**27 DELETED**

**28 DELETED****29 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.

**30 DELETED****31 Job Evaluation Plans**

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

**31.1** 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.

**32 DELETED****33 Progression-In-Place Plans****33.1 Definition**

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

**33.2 Principles**

**33.2.1** The Society should be involved in the development and periodic review of PIPs.

**33.2.2** Either The Society or Management may initiate discussions on PIP proposals.

### 33.3 Conditions

- 33.3.1** All new and revised PIPs must have the joint agreement of the JSMC. During the term of the Collective Agreement, a catalogue of existing PIPs will be developed and the JSMC will determine the schedule for their review upon request by either party.
- 33.3.2** Salary treatment upon progression for employees who are in PIPs and are on Salary Schedule **01 or 02**, will be as per Article 23, Salary Schedules, with the exception of progressions from steps 9 to 10 and 11 to 12 which are subject to meeting defined criteria as per 33.4 f).
- 33.3.3** Employment continuity treatment of employees with respect to PIPs will be in accordance with Article 64.11, Employment Continuity.
- 33.3.4** Vacancies for PIP jobs will be advertised in accordance with Article 65.6.1 (e).
- 33.3.5** All jobs in a PIP must be evaluated under the applicable job evaluation plan.

### 33.4 Standard Features

All PIPs must have the following features:

- a) based on a developmental plan to an end position;
- b) based on the expectation that normally employees in PIP jobs will reach the end position;
- c) a sunset clause;
- d) joint Society-Management Agreement on progression criteria consistent with the PIP;
- e) For employees on annual step based progression: progression from steps 9 to 10 and 11 to 12 within PIP is based upon the employee meeting defined criteria (e.g., performance measures, experience, breadth of assignments). For employees who meet the defined criteria for progression to step 10 or 12 prior to reaching the indicated step, that employee will not be required to re-qualify upon reaching said step;
- f) targeted to have sufficient staff in the higher level positions for unit viability;

- g) specification of the normal expected time period an employee should take to progress through the various stages of the PIP;
- h) provision for employees to have a reasonable opportunity to fulfill requirements to qualify for progression within the normal expected time frame.

- 33.5** There will be separate MP-2, MP-3 and MP-4 designation/Job Documents for all purposes under the Collective Agreement, but employees in a PIP position will be placed on the MP-4 band.
- 33.6** There will be no promotional increase when an employee is progressed-in-place. Annual progressions are not accelerated nor steps skipped when an employee achieves the Qualifying Accomplishments for transition to the next level of the PIP.
- 33.7** Employees may be either promoted or hired into a PIP at any step.

## **34 Temporary Employees**

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

### **34.1 Society Notification**

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

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

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

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

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

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

- i) Vacations: payment of the prorated amount of 15 days adjusted earnings or 4%, whichever is greater. . Unpaid time off for vacation may be scheduled upon mutual agreement between the Temporary Employee and their supervisor as part of the hiring process or during the course of their employment.
- ii) Statutory Holidays:
  - a) Provincially regulated employees: pay for statutory holidays provided the employee has more than three months' accumulated service.
  - b) Federally regulated employees: pay for statutory holidays provided the employee has more than 30 calendar days' service.
- iii) Floating Holidays: three floating holidays after 20 weeks' continuous service.
- iv) Sick Leave: credits for one-half day at 100% pay for each month of accumulated service.
- v) Semi-Private and EHB Plan: optional at employee's cost.
- vi) Remembrance Day; Personal Time Off; Parental Leave (excluding the SUB Plan); Jury Duty; Special Time Off at Christmas: same as regular employees.
- vii) Kilometre Rates: same as regular employees.
- viii) Personal Travel and Accident Benefits: same as regular employees.
- ix) Temporary employees are entitled to annual progressions.

### **34.2.2 Termination**

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

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

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

**34.4 Temporary Employees Working Reduced Hours**

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

**PART VIII - ABSENCE FROM WORK****35 Paid/Unpaid Time Off**

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

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

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

**35.1 Jury Duty/Required Attendance at Court**

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

**35.2 Funeral Leave**

- a) An employee will be granted leave of absence on any of his/her normal working days during the three days immediately following the death of a member of his/her "immediate" family. Base earnings will be maintained for employees who have completed at least 3 consecutive months of continuous service.

"Immediate" family shall be as defined in the Canada Labour Code: spouse, including common-law; father and mother of employee; spouse of father and mother, including common-law; children; brothers and sisters; father-in-law; mother-in-law; spouse of father-in-law and of mother-in-law, including common law and relative of employee who resides permanently in the employee's household or with whom the employee resides.

- b) An employee may be granted leave of absence with pay of up to 3 days in the event of the death of the following family members: brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandparents, grandparents-in-law, and grandchildren.

- c) In the event of the death of a fellow employee, time off with pay may be granted to attend the funeral.

### **35.3 Medical and Dental Appointments**

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

### **35.4 Family Care**

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

## **36 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;
- NWMO's cost of contributions to the Pension and Insurance Plan, and the LTD Plan;
- The responsibility and cost of providing Health, Dental and Sick Leave Insurance/coverage;
- The responsibility for any other employee contributions related to employee wages and benefits provided by The Society.

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

## **37 Release of Society Representatives**

**Note: Please also see Letter Re: Clarification of Article 37 in Appendix XIV.**

**37.1 Intent**

NWMO 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.

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

**37.2 Specific Circumstances**

**37.2.1** Absence from work due to The Society representative's involvement in joint processes, tripartite processes or with respect to other business related to Society/Management relations under this Agreement, should not negatively impact on his/her performance appraisal.

**37.2.2** In the expectation that the joint problem solving approach based on the JSMC principles outlined in Article 1.2 will be mutually beneficial to the relationship between NWMO and The Society, Management agrees to continue its practice of maintaining base salaries for Society representatives involved in all joint processes up to but not including arbitration unless required by Management to attend.

**37.2.3** Society Delegates and members of the Board of Directors will be permitted two (2) days per year at their normal base rates to attend Delegates' Council meetings. Members of the Board of Directors will be permitted up to 12 additional days per calendar year at their normal base rates, to attend Society Board meetings.

**37.2.4** NWMO will release elected Society representatives from their normal duties without pay for other Society business. The Society will give Management reasonable notice of such releases, and Management will normally release such representatives. From time-to-time there may be unexpected events that prevent such a release, but such situations will be the exception.

**37.2.5** When employees are released from their regular positions under this Article, 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 normal duties as is feasible. In the event a

Society representative is declared surplus, Society responsibilities will be factored in for the purposes of clause 64.21.2 (Interruption of Search/Notice Period).

## **38 Vacations**

### **38.1 Vacation Entitlement**

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

### **38.2 Less Than One Year of Service**

#### **a. Less Than One Year of Service by June 30 (Hired Prior to January 1, 2011)**

One and one-half (1-1/2) 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).

#### **b. Less Than One Year Service in a Calendar Year (Hired After December 31, 2010)**

One and one-half (1-1/2) days vacation for each full month of service completed in their first calendar year to a maximum of three (3) weeks (15 working days).

### **38.3 One to Seven Years of Service**

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

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

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

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

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

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

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

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

**38.7 External Experience Credit**

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

**38.7.1 Appointments to Positions Paid from Salary Schedules 01 and 02**

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 the new Salary Schedules 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 band attained within one year of hiring and are translated into an External Experience Value (EEV).

<b>Salary Band Hired Into</b>	<b>Vacation Credit</b>
<b>MP2<sup>1</sup></b>	<b>2 years</b>
<b>MP3</b>	<b>3 years</b>
<b>MP4</b>	<b>4 years</b>
<b>MP5</b>	<b>5 years</b>
<b>MP6</b>	<b>6 years</b>

**38.7.2 Management and Professional Trainees**

An employee hired as a Management and Professional Trainee pursuant to Article 25 will receive one year's vacation credit.<sup>2</sup>

**38.8 Vacation Credit for Prior Service**

Employees will be entitled to vacation credits for all prior service, including casual employment, regardless of breaks in service. (See Section 9.3 Transition Provisions of the 2006-2010 Collective Agreement).

**38.9 Vacation Without Pay**

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

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

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

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

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

**38.11 Banked Vacation**

Upon eligibility for 25 working days (five weeks) of annual vacation, employees may defer and accumulate any vacation entitlement beyond 15 days per year. A maximum of 30 weeks' vacation may be banked. Banked vacation may be taken at a later date, subject to the supervisor's approval, or may be taken as a cash payment upon retirement.

**38.12 Vacation Bonus**

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

**38.13 Vacation Entitlement on Retirement/Termination****Retirement**

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

**38.14 Vacation Pay on Retirement/Termination is as follows:****For employees hired prior to January 1, 2011:**

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

by vacation entitlement) of base earnings from July 1, to the date of termination; whichever is greater; minus

- ii) vacation taken in the current calendar year.

**For employees hired after December 31, 2010:**

- c) **pay for any unused vacation days earned and not taken during the current calendar year**

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

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

The appropriate percentages determined by vacation entitlement are as follows:

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

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

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

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

**38.15 Deferment or Interruption of Vacations**

- 38.15.1** Reimbursement will be made for out-of-pocket expenses incurred by an employee who, at the request of NWMO, either

defers an approved vacation or returns before the vacation has expired.

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

**38.15.3** Deferred or interrupted vacation days will be rescheduled at a later date.

**38.16 Carryover Vacation**

Employees not entitled to "bank" vacation as per Article 38.11 are eligible to carryover up to 10 days of vacation per year, with the approval of their manager. Any days of vacation carried over must be taken in the year into which it was carried over.

**38.17 Pre-retirement Transition**

**38.17.1** The purpose of this article is to a) assist employees in the transition from employment to retirement when an employee makes a decision to retire and b) assist management in workforce planning.

**38.17.2** An employee who is within six months of an undiscounted pension may choose to use their current year's entitlement of vacation leave and any banked vacation leave to reduce his or her work week.

**38.17.3** The employee shall notify his or her supervisor, in writing of his or her retirement date and the date on which they wish to commence using their vacation to reduce their work week. The pre-retirement transition period will not be longer than six months and not less than three months, unless otherwise agreed between the employee and the manager. The employee shall also notify their supervisor if he or she wishes to reduce their work week to either three or four days per week or such other arrangement as agreed to between manager and employee.

**38.17.4** Should an employee be unable to retire on the date indicated in 38.17.3 due to unforeseen life changing events he or she shall notify their manager in writing as soon as possible and include the reason why. Any request to modify or cancel his or her retirement will not be unreasonably denied.

**38.17.5** The parties will investigate and report to JSMC within six months of the signing of the collective agreement the availability of seminars, information or other opportunities (e.g. retirement/lifestyle, financial

planning, etc..) that may be provided in order to assist employees planning to retire.

### **39 Statutory Holidays and Floating Holidays**

The parties agree that Article 39 meets the requirements of Part III, Division V, General Holidays of the Canada Labour Code and that the Civic Holiday is substituted for November 11 (Remembrance Day).

**39.1** The following days are recognized by NWMO as statutory holidays:

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

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

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

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

**39.1.2** When Christmas falls on a Friday and Boxing Day on Saturday, a half holiday will be granted on the preceding Thursday. The days of observance will not be moved.

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

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

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

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

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

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

**39.1.4 Holiday Shutdown**

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

**39.2 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, NWMO 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), NWMO 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. NWMO will either make a cash payment for any unused floating holiday credit or recover the value of any unearned portion taken.

**40 Employment Insurance Commission Rebate**

The value of any **Employment** Insurance Commission (**EIC**) rebate shall accrue to NWMO.

## 41 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 NWMO 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 NWMO 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.

In the event that the Employment Standards Act parental leave provisions are reduced below 35 weeks, NWMO 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.

### 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 NWMO 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: NWMO will continue to pay the NWMO 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 Canada Labour Code for the duration of the pregnancy leave, unless the employee gives NWMO written notice that the employee does not intend to pay the employee portion of the contributions, if any.

- f) Service Credits: Employees on pregnancy leave shall be entitled to normal accumulation of service credits for the duration of the pregnancy leave.
- g) A pregnant employee may continue to work during a normal pregnancy until such time as the duties of her position cannot be reasonably performed.
- h) An employee on pregnancy leave does not qualify for sick leave.

#### **41.2 Parental Leave**

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

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

- b) End Date: Parental leave normally ends 35 weeks after the parental leave began for an employee who also took pregnancy leave or 37 weeks for an employee who did not take pregnancy leave.
- c) Notice: The employee must give NWMO 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: NWMO 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 Canada Labour Code for the duration of the parental leave, unless the employee gives NWMO written notice that the employee does not intend to pay the employee portion of the contributions, if any.

- f) Service Credits: Employees on parental leave shall be entitled to normal accumulation of service credits for the duration of the parental leave.
- g) An employee on parental leave does not qualify for sick leave.

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

- a) In order to be paid a leave benefit in accordance with the Supplementary Unemployment Benefit Plan, the employee:
  - i) must provide NWMO 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 NWMO 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; *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 if a clawback is required by Canada 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 NWMO providing:

- i) that she/he will return to work and remain in NWMO'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 NWMO'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 NWMO for the amount received under the SUB plan.

#### 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.

#### 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 the Canada Labour Code

Parental Leave		
2 week waiting period (If required*)	5 wks	32 weeks maximum
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 the Canada Labour Code, but who are not eligible for EI benefits

Parental Leave (Maximum 35 weeks)
Unpaid

**42 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 NWMO.
- Employees who have been approved for LTD (Article 43) shall be entitled to receive one re-accumulation prior to receiving LTD benefits. When an employee returns from any approved LTD they shall re-accumulate their sick leave in the normal fashion.
- 42.4** An employee will be reimbursed for any doctor's note required by NWMO.
- 42.5** In keeping with **Article 2.3**, Society Supervisors will be responsible for the administration of the sick leave plan. However, the final determination with regard to discipline related to misuse of sick leave will be the responsibility of management.

**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 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 an 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 NWMO.
- 42A.6** Regular part-time employees shall receive a pro-rated number of sick leave credits.
- 42A.7** In keeping with **Article 2.3**, Society Supervisors will be responsible for the administration of the sick leave plan. However, the final determination with regard to discipline related to misuse of sick leave will be the responsibility of management.

#### **43 Long Term Disability for employees hired prior to January 1, 2001**

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

**43.1 Qualifying Period**

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

**43.2 Disability Period**

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

**43.3 Benefits**

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

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

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

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

**43.4 Other Conditions**

**43.4.1** NWMO 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 NWMO, NWMO 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 NWMO Pension Plan.

- 43.4.3** Where a position is identified that both NWMO and the employee on LTD agree he/she can become qualified for through educational retraining, NWMO will pay tuition fees associated with the retraining, up to a maximum of three years.
- 43.4.4** Employees on LTD must apply for CPP disability benefits after an appropriate period (6 months) unless there are compelling (e.g., medical) reasons that prevent the employee from doing so.

#### **43A Long Term Disability (For Employees Hired On Or After January 1, 2001)**

The Long Term Disability (LTD) Plan provides financial security and rehabilitative employment features to regular employees during their absence from work due to extended sickness or injury. The detailed information is included in the Insurance policy and generally described in the brochure "Sick Leave and Long Term Disability Plans - Society Represented Employees - Updated April 10, 2000"

##### **43A.1 Qualifying Period**

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

##### **43A.2 Disability Period**

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

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

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

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

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

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

- 43A.4.1** NWMO 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 NWMO, NWMO 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 NWMO's Pension Plan.
- 43A.4.3** Where a position is identified that both NWMO and the employee on LTD agree he/she can become qualified for through educational retraining, NWMO 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 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 Workers' Compensation 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 NWMO are required to notify NWMO 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 Rehabilitation and Re-Employment**

### **45.1 Application**

This Article applies to NWMO employees who either have qualified for Long Term Disability (LTD) Plan benefits or have been approved for a Workers' Compensation (WCB) 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 OPG 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, NWMO will maintain the base salary and benefits of the pre-disability position until the employee's Incremental Pay Step 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

NWMO, through its claims services provider, shall provide extended health benefits and dental coverage as outlined in the brochure entitled "**Group Benefit Plan Nuclear Waste Management Organization**" **January 1, 2009** and in accordance with the existing insurance carrier contract for Society-represented staff.

### 46 Extended Health Benefits (EHB)

#### 46.1 Effective February 9, 2015, the following applies:

- Orthotics (arch supports) prescribed by a podiatrist, chiropodist, chiropractor, orthopedic surgeon, or a general medical practitioner, are covered for one pair of hard/regular orthotics made out of plastic (including semi-rigid) every **two calendar years** up to a maximum of \$450.00. Soft orthotics (leather or cork), sport orthotics, or fashion orthotics are not covered. However, they will be considered if the individual has a medical condition preventing the wearing of hard orthotics, if supported by justification from the licensed practitioner.

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

**46.3** NWMO 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 Dental Plan

NWMO, through its claims services provider, shall provide extended health benefits and dental coverage as outlined in the brochure entitled "**Group Benefit Plan Nuclear Waste Management Organization**" **January 1, 2009** and in accordance with the existing insurance carrier contract for Society-represented staff.

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.

Effective January 1, 2006, the following applies:

- The following dental codes will be added as class "B" coverage 25731, 25732 and 25733
- Dental Implants and Dental Inlays will be covered based on least costly alternative
- The parties agree to conduct a Dental Code Review

Effective May 13, 2013, the following applies:

- Dental implant or inlay will be covered by the health and dental plan, if the individual's treating dentist advises it is the effective treatment choice. Such coverage will be up to the ODA fee guide.
- Orthodontic coverage benefit is increased to \$5,500 lifetime maximum per individual, paid at 75%.

**48      Semi-Private Hospital Accommodation Plan**

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

**PART X - PENSION AND INSURANCE****49 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 NWMO.
- 49.1.2** The cost of additional term insurance for employees will be paid by the employees.
- 49.1.3** Upon retirement, term insurance equal to 50% of final base annual earnings will be provided, reducing to 25% ten years after retirement.
- 49.1.4** An employee will become eligible for membership in the plan upon being assigned regular status.
- 49.1.5** In the event that an employee does not make an election, Option I (see 49.2 below) will automatically be designated.
- 49.1.6** After the initial election period, a re-election of option will be permitted only once a year during the month of December.
- 49.1.7** The employee will be required to submit evidence of insurability if a re-election results in total increased insurance coverage.
- 49.1.8** Any re-election shall become effective on the January 1<sup>st</sup> following the year in which the re-election is made or on the date of approval by the insurer of any required evidence of insurability, whichever is later.

**49.2 Life Insurance Options**

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

**49.3** The maximum additional term insurance that may be purchased by an employee shall be referred to a tripartite (Society, Management and PWU) forum for further consideration.

**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;
- NWMO's consent is required;
- the consent of the employee and his/her beneficiary is required;
- the beneficiary must have reached the age of majority; and
- 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** Insurance is available in units of \$10,000 to a maximum of \$150,000 (15 units).

**49.5.3** The entire cost, including administration costs, will be paid by the employee. The employee will arrange payment with the insurer and payment will be the direct responsibility of the employee.

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

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

- 49.5.4** 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 Pension Plan**

The **NWMO Pension Plan (Registration #1207158)** forms part of this Collective Agreement. The provisions of the Pension Plan are generally described in the **NWMO Pension Plan Employee Handbook – Revision effective July 1, 2011**. Changes to the Pension Plan affecting Society-represented members of the plan, other than legislative changes, shall be made only upon mutual consent.

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.

- 50.1** All the changes to the Pension Plan heretofore agreed to between The Society and NWMO have been incorporated into the Pension Rules/text.
- 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**
- Probationary employees shall commence Pension Plan membership on their first day of work.
- 50.4 Spousal Benefit**
- Effective July 1, 2000 the survivor benefit maximum shall be increased from 64% to 66 2/3rds. This improvement will apply to members whose pensions commence on or after July 1, 2000 and also to pensioners and surviving spouses in receipt of pensions.
- 50.5 Bridging Benefit**
1. This benefit is payable to eligible employees who retire after January 1, 1997 and this benefit replaces the existing bridge benefit.

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

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

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

$A \times B \times C$

where:

A equals 0.625%

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

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

to;

$A \times D \times C$

where A and C are as above and

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

#### **50.6 Rule of 82**

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

#### **50.7 Continued Contribution**

Contributions are now allowed beyond 35 years.

**50.8 Employee Contribution Holiday**

At any time during the period that this Collective Agreement is in effect and that either NWMO or the PWU members stop their contributions to the pension plan, the Society will be given the opportunity to stop contributions by Society represented pension plan members for an equivalent period.

**50.9 Plan Formula**

Effective January 1, 2006 the employee's contributions will be increased to 7% below and above the YMPE.

Effective July 1, 2016 contributions by Society represented employees shall increase by 0.67 percent to 7.67 percent of Base Annual Earnings subject to the following two conditions:

1. Society represented employees will only be required to make the increased contributions, to 7.67 percent of Base Annual Earnings, if the Management Group make increased contributions of at least 0.67 percent of Base Annual Earnings and PWU groups make increased contributions of at least 0.67 percent of Base Earnings (below and above YMPE) by July 1, 2016. If the increases for one or both of these groups takes place in 2016 but on a date later than July 1, 2016 but on or prior to December 31, 2016 resulting in both groups having increased their contributions by at least 0.67 percent (below and above YMPE), then the increase for Society represented employees will take effect on the later of those dates.
2. The increased contributions by the management and PWU groups must not be subject to any conditions.

**50.10 Supplementary Plan**

The following language will be included in the supplementary plan:

"Society members of the NWMO 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 NWMO registered pension plan to the amount one would receive if there were no ITA limits."

**50.11 Reciprocal Transfer Agreements**

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

**50.12 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 or 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.

**50.13 Annual Valuation Report**

**NWMO will meet with The Society on an annual basis to review the annual pension valuation report prepared by NWMO's actuary.**

**PART XI - RELOCATION ASSISTANCE**

The following provisions apply to regular employees and are outlined in the brochure entitled "Relocation Assistance Benefits for Performance Paid Staff" (1995). Employees who are Management and Professional Trainees pursuant to Article 25 will receive the treatment contained herein when appointed to regular positions, and required to relocate as a result of NWMO business.

**51 Housing Assistance Plan****51.1 Intent**

- 51.1.1** NWMO'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 NWMO 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 NWMO.

**51.2 Purchase Guarantee**

- 51.2.1** NWMO will provide a purchase guarantee based on an appraisal of the property's current worth by a group of up to three appraisers, to be selected by the Real Estate Division in conjunction with the employee.
- 51.2.2** NWMO 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 NWMO's Purchase Guarantee within five days of its receipt. If the employee rejects the Purchase Guarantee, NWMO 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**

NWMO will provide The Society with an initial six month report of home appraisal documentation prior to January 1, 1995. Representatives from NWMO 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 NWMO 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 NWMO for resale.

**51.3.3** In order to assist the employee to dispose of the property expeditiously and at a fair market value, the employee should notify the Employee Relocation Administrator of all offers to purchase during the listing period. NWMO 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 NWMO's Purchase Guarantee and the amount of the offer. The employee's acceptance of any offer less than NWMO'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 NWMO**

**51.4.1** The employee must be prepared to sign power of attorney authorizing NWMO 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** NWMO will pay to the employee the difference between the value of the property to NWMO (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 NWMO, 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 NWMO 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 NWMO. Advance of equity is interest free for employees who avail themselves of the Purchase Guarantee for 90 days for until the house is turned over to NWMO 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 Moving Expenses**

### **52.1 Intent**

- 52.1.1** Employees may be required to move about the Province as part of their jobs.
- 52.1.2** NWMO 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** NWMO 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 road kilometers closer to the new work location to qualify for relocation assistance. Distances on which calculations will be made are land distances by the most direct route. However, where an employee believes that this requirement creates a hardship, a joint Society-Management review at the Divisional or Business Unit level of the receiving unit shall consider the individual situation. This review shall consider the following criteria:

- increase in commuting time;
- increase in commuting cost;
- access to public transit;
- personal family considerations;
- recognition that NWMO is not responsible for upgrading the individual's standard of living;
- permanence of move to the new work location;
- 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 JSMC which will have the authority to make a decision or to have the issue resolved as they see fit without prejudice.

## **52.3 Expenses for Reimbursement**

### **52.3.1 Household Effects**

NWMO 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 NWMO of his/her preferred lawyer. NWMO will request the lawyer for an estimate on what the fees will be to complete the sale and/or purchase transaction. If NWMO finds the solicitor's estimate to be unreasonable,

NWMO 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 NWMO.
- 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) or being paid living expenses in the new location. If the employee chooses to receive travel expenses the employee must travel farther than their previous commute and will receive the mileage to the new work location minus the mileage to the old work location, the total cost of which not to exceed living expense equivalent, 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 NWMO. Repayment shall be made within one month of a written communication stating his/her intention not to move or within one year of date of transfer whichever comes first.
  - d) Exceptions to the repayment requirement should the employee fail to move may be made by reasonable exercise of the Business Leader's discretion (e.g., for reasons of significant unforeseen life hardships, NWMO transfers, NWMO international assignments, etc.).
  - e) Employees shall be entitled to only one move per household per redeployment or transfer.
- 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 a LOU 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 NWMO as follows. The extent of this assistance will be the lesser of:

- a)** the monthly rent in the old location multiplied by NWMO 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 NWMO, ceases to rent, retires or dies.

#### **52.3.6 Rental Management Program**

Upon request, NWMO 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 NWMO'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, NWMO 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 NWMO requires an employee who occupies a house or trailer on NWMO property or a site under NWMO 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 NWMO. 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 Financial Assistance Plan**

NWMO 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 as of January 2006,; 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 NWMO.

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.

Locality Differential Chart as of October 2005 - 2 Storey

TO:		Ajax	Barrie	Brampton	Burlington	Dundas	Quepsh	Hamilton	Kingston	London	Markham	Mississauga	Newmarket/Courice	Newmarket	North Bay	Niagara Falls	Niagara-on-the-Lake	Oakville	Oshawa	Peterborough	Pickering	Port Dover	Sarnia	Simcoe	St. Catharines	Stoney Creek	Thornhill / R. Hill	Thunder Bay	Toronto East	Toronto Central	Toronto West	Uxbridge	Whitby					
FROM:	\$305,000	\$305,000	\$305,000	\$305,000	\$305,000	\$305,000	\$305,000	\$305,000	\$305,000	\$305,000	\$305,000	\$305,000	\$305,000	\$305,000	\$305,000	\$305,000	\$305,000	\$305,000	\$305,000	\$305,000	\$305,000	\$305,000	\$305,000	\$305,000	\$305,000	\$305,000	\$305,000	\$305,000	\$305,000	\$305,000	\$305,000	\$305,000	\$305,000	\$305,000				
Barrie	\$250,000																																					
Brampton	\$320,000																																					
Burlington	\$320,000																																					
Dundas	\$315,000																																					
Quepsh	\$320,000																																					
Hamilton	\$320,000																																					
Kingston	\$320,000																																					
London	\$270,000																																					
Markham	\$410,000																																					
Mississauga	\$300,000																																					
Newmarket/Courice	\$255,000																																					
Newmarket	\$355,000																																					
North Bay	\$255,000																																					
Niagara Falls	\$255,000																																					
Niagara-on-the-Lake	\$310,000																																					
Oakville	\$425,000																																					
Oshawa	\$200,000																																					
Peterborough	\$270,000																																					
Pickering	\$325,000																																					
Port Dover	\$325,000																																					
Sarnia	\$265,000																																					
Simcoe	\$290,000																																					
St. Catharines	\$200,000																																					
Stoney Creek	\$255,000																																					
Thornhill / R. Hill	\$450,000																																					
Thunder Bay	\$290,000																																					
Toronto East	\$400,000																																					
Toronto Central	\$710,000																																					
Toronto West	\$270,000																																					
Uxbridge	\$315,000																																					
Whitby	\$300,000																																					

Page 1

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 NWMO's employee housing loan rate for a five year term as published by the Treasury Division (or the actual mortgage rate, whichever is less) as of the date of closing of the purchase of the residence in the new location.

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

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

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

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

#### **54 House Evaluation and Guarantee Plan**

Upon subsequent transfer within NWMO, 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 NWMO.

#### **55 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 an NWMO vehicle will be one of the commuting options considered.

If an NWMO 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 an NWMO 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.

<b>PART XII - TIME WORKED OUTSIDE NORMAL HOURS</b>
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<b>56 On-Call Service</b>
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The following on-call service provisions shall apply.

**56.1 Definition**

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

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

**56.2 Payment**

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

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

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

**56.2.2** The on-call service payment for any 16-hour period outside normal work hours twenty one dollars and fifty six cents (\$21.56).

**56.2.3** The on-call service payment for any 24-hour period outside normal work hours (i.e., Saturday, Sundays, Statutory Holidays and granted days) thirty seven dollars and thirty eight cents (\$37.38).

**56.2.4** The maximum on-call service payment for a normal work week is one hundred and eighty two dollars and fifty cents (\$182.50).

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

**56.2.6** Where an employee (whether on-call or not) received an approved call while not at work the employee shall be paid at the appropriate overtime rate for all work performed prior to his or her next scheduled shift, save and except where the total of all work performed in such period is one-half hour or less, the employee shall receive a fixed amount of \$35.00 for such work.

**57 Overtime**

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

**57.1** The method of compensation, for authorized overtime, may be money or time off at the appropriate premium rate. If the employee elects for time off, the time for such time off will be subject to their supervisor's approval, which will be granted unless NWMO's operational needs are such as to make the time off unreasonably difficult. If approval is not granted, the method of compensation will be money.

**57.2 Day Workers**

Overtime Worked	Overtime Hours	Rate of Payment
Monday to Friday	Authorized overtime beyond normal scheduled hours worked in the day	Time and one half (T-1/2)
Saturday	Authorized overtime	Time and one-half (T-1/2)
Sunday	Authorized overtime	Two times (2T)
Granted Days	Authorized overtime	Time and one-half (T-1/2)
Statutory Holiday	Authorized overtime	Monday to Friday: Two times (2T) for all unscheduled hours plus a Statutory Holiday credit. Saturday: Two times (2T) for all unscheduled hours worked.

**57.3 Shift Workers**

Overtime Worked	Overtime Hours	Rate of Payment
Scheduled Work Days	Authorized overtime beyond normal scheduled hours worked in the day.	Monday to Saturday: Time and one half (T-1/2) Sundays and Statutory Holidays: Two times (2T) Granted Days: Time and one half (T-1/2).
Scheduled Days Off	Authorized overtime on a normally scheduled day off.	Monday to Saturday: Time and one-half (T-1/2). Sunday: Two times (2T). Statutory Holidays (Monday to Friday): Two times (2T) plus a Statutory Holiday credit for hours worked up to normal hours for the day. Statutory Holiday (Saturday): Two times (2T). Granted Days: Time and one-half (T-1/2)

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

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

- b)** Effective July 1, 2008, where a PWU employee working on shift receives "Penalty" payment for insufficient notice of a shift change, their direct shift supervisor will be entitled to the equivalent "Penalty" treatment. For clarity, where both the Society shift supervisor and the

PWU crew member(s) have received insufficient notice of the shift change, the Society shift supervisor shall receive the equivalent premium rates as the PWU employee for work performed on shift until the notice has expired.

#### **57.5 Recording Overtime**

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

**57.6** Effective May 13, 2008, where management directs a Society-represented employee to attend a training course where other NWMO employees are on the same training, and those other NWMO employees receive overtime payment for hours spent in training beyond their standard hours of work, the Society-represented employee will be entitled to overtime pay on the equivalent basis.

### **58 Travel Time**

The following provisions shall apply to employees who are required to travel on business for NWMO.

#### **58.1 General**

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

#### **58.2 Excessive Travel**

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

#### **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 NWMO 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 Shift Work (M&P)****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.

*Regular Shift Schedule:* A 12 month time balanced rotating shift schedule that covers the fiscal year ending on the last day of the fiscal month of December and posted as part of the station's Master shift schedule 30 days prior to commencement.

*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.

*Periodic Shifts* – are shifts for non-shift workers who are assigned to shift for a limited amount of time. The shift schedule can be either a time balanced or non-time balanced shift schedule.

**59.2 Shift Workers**

Meaningful consultation with the Society will occur prior to the implementation of any new shift schedule.

An employee's base 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 license(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 NWMO'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 and non-shift workers working on shift, when their hours of work, as shown on the regular schedule, are to be changed, except in the case of a forced unit outage or for reasons of equipment failure or safety. Management will use reasonable efforts in revising the regular schedule so as to provide the following minimum hours off between shifts:

- a) Shift change notices between 12-hour shifts will provide at least 12 hours off.
- b) Shift change notices from a 12 hour shift to an eight hour shift will provide at least 12 hours off.
- c) Shift change notices from an eight hour shift to a 12 hour shift will provide at least 15 hours off.
- d) Shift change notices between eight hour shifts will provide at least 15 hours off.

**59.3 Shift Allowances (M&P)****a) Shift Premiums**

- Shift work on Saturdays and Sundays shall be as follows per hour worked:
- Shift work on Saturdays and Sundays shall be as follows per hour worked:
  - **January 1, 2015: \$30.74**
  - **January 1, 2016: \$31.51**
- Shift work on statutory holidays shall be as follows per hour worked:
  - **January 1, 2015: \$61.44**
  - **January 1, 2016: \$62.98**

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

Beyond December 31, 2010 the Shift Premium Rates above are subject to change based on the same general base wage increases that are applied to the wage schedules.

**b) Shift Differentials**

- For work on an 8-hour afternoon shift (1600 - 2400 hours) - 80¢ per hour worked
- For work on an 8-hour night shift (0000 - 0800 hours) - \$1.10 per hour worked
- For work on a 12-hour night shift only \$1.25 per hour worked.
- For work on a 10 hour night shift only - 80¢ per hour worked

**59.4 Ten Hour Shifts**

**NWMO** may assign employees covered by this Article to 10 hour shifts, without a vote.

The following conditions shall apply:

**a) Notice**

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

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

**b) Shift Differential**

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

**c) Shift Premium**

- Shift work on Saturdays and Sundays shall be as follows per hour worked:
  - **January 1, 2015: \$30.74**
  - **January 1, 2016: \$31.51**
- Shift work on statutory holidays shall be as follows per hour worked:
  - **January 1, 2015: \$61.44**
  - **January 1, 2016: \$62.98**

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

Beyond December 31, 2010 the Shift Premium Rates above are subject to change based on the same general base wage increases that are applied to the wage schedules.

**d) Special Circumstances**

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

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

- i) Vacation
- ii) Floating Holidays
- iii) Sick Leave
- iv) Leave of Absence/Unpaid Time Off
- v) Travel Time

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

#### **59.5 Periodic Shifts for Non-Shift Workers**

- a) Periodic shifts for non-shift employees shall be allowed to mirror shifts created under PWU "periodic shift" agreements in force January 01, 2005, when The Society employee(s) provides direct supervision or technical support (including inspection/testing) alongside such PWU-represented employees for:
  - i) field settings
  - ii) laboratory settings.
- b) In the circumstances described in paragraph 1, above, an employee shall be assigned to periodic shifts for a maximum of 13 weeks for each calendar year under applicable shift provisions of the Collective Agreement including normal shift differentials and premiums.
 

The exception to the above is the I&M Technician Supervisors who may be required to work on shift for up to 8 months of the year.
- c) Shift assignment shall be in accordance with Article **59.6**.
- d) This Article does not alter existing local Agreements in force at the time of settlement, including modifications of the provisions of paragraphs a) and b) are negotiable as Letters of Understanding.
- e) The JSMC may review the application and operation of this Article prior to the end of the Collective Agreement.

**59.6 Assignment to Shift – Non-Shift Workers**

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

- a) Qualified volunteers will be sought, if insufficient volunteers are available, qualified employees will be assigned. Non time balanced shift schedules shall be staffed by volunteers only.
- b) 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.
- c) Shift work not to exceed 13 weeks for each calendar year. Any shift work beyond the periods indicated above is voluntary.
- d) Employees will be paid per the appropriate shift provisions in this article.
- e) Any concerns that arise from the transition and adjustment to shift work will be discussed by management and The Society.

**59.7 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. Where there is a positive time balance at the end of a periodic shift schedule for an employee, on an M & P pay schedule, management will endeavour to time balance within sixty (60) days.

If at the end of the 60 day period, mentioned above, a positive time balance remains it shall be reduced to zero as follows:

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 DELETED****61 Compensation and Working Conditions - 12-Hour Shift Schedule**

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

**61.1 General Provisions**

**61.1.1** The 12-hour shift schedule will average the regular scheduled hours per week for employees and will indicate the days and hours of work (shift) for each employee. Payment will be determined in accordance with this Article and as outlined elsewhere in Article 59 ("Shift Work (M&P, TMS/TS)").

**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 NWMO.

**61.1.3** NWMO or The Society Local Vice-President shall have the right to terminate 12-hour shift work. Written notice must be provided by the Department Manager to The Society Local Vice-President or vice versa.

**a)** If the notice is two months prior to the end of the current schedule, 12-hour shift work will terminate at the end of the current schedule. Reason(s) for termination will be provided by the respective party.

**b)** The 12-hour shift schedule may be cancelled immediately by NWMO 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 NWMO.

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

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

**61.2 Shift Differential**

A shift differential of \$1.25 per hour worked will be paid to 12-hour shift employees for each night shift hour worked, in accordance with Article 59.3 ("Shift Work (M&P, TMS/TS)").

**61.3 Shift Premium**

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

- Shift work on Saturdays and Sundays shall be as follows per hour worked:
  - **In 2013: \$29.46**
  - **January 1, 2014: \$29.90**
  - **July 1, 2014: \$30.14**
  
- Shift work on statutory holidays shall be as follows per hour worked:
  - **In 2013: \$58.87**
  - **January 1, 2014: \$59.76**
  - **July 1, 2014: \$60.24**

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

Beyond December 31, 2010 the Shift Premium Rates above are subject to change based on the same general base wage increases that are applied to the wage schedules.

**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 NWMO. 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, NWMO 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 NWMO, 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 an NWMO 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 NWMO and the Local Vice-President of The Society.
  - 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, Control Room Shift Supervisors, Control Room Shift Operating Supervisors, Authorized Training Supervisors, First Line Manager (FLM) and TMS.
  - 61.9.5** Although the content, preparation, costing and administration of shift schedules is the sole responsibility of NWMO, 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 NWMO 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 NWMO and The Society.

**APPENDIX I****12-Hour Shift Monitoring Criteria**

<b>Non-Public Safety</b>	<b>NWMO Public Safety</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 schedule in each week.
- 4.0 Time balances should cycle between +36, with an additional +4 hours as an exception.
- 5.0 Other specific rules in Section 61.9 of the Article should also be noted.

Note:

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

**62 DELETED**

**63 DELETED**

## **PART XIII - WORKING CONDITIONS**

### **64 Employment Continuity**

- There are three separate and distinct parts to Article 64:
  1. Part A Redeployment Surplus
  2. Part B Non-Surplus Redeployment of Society Staff
  3. Part C Decontrol/Change of Employer
- In accordance with Article 64.32 Article 64 Part B is applicable in non-surplus situations that necessitate the redeployment of Society represented employees, except as follows:
  - In the Nuclear Unit of Application, where employees who are in an over complement situation at their work headquarters and can be accommodated at another work headquarters that is under complement on the basis of same job classification (i.e. like to like) Article 105.5 will apply;
  - In the Fossil Unit of Application, where there is a “closure”<sup>5</sup> of a Fossil location announced by the government LOU #166 “Coal Plant Closure” will apply.
- For Surplus redeployment as outlined in Article 64.34 Article 64 Part A is applicable.
- Notwithstanding the above, in the event where there is decontrol or change of employer the parties agree Article 64 Part C will apply.

## **PART A – REDEPLOYMENT SURPLUS**

### **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 “Temporary Employees” 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.

### **64.2 Preference for Regular Employees**

When a surplus arises, surplus regular employees will be retained, and used for temporary work, in preference to temporary employees if the conditions below are satisfied:

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<sup>5</sup> **Clarity Note: The term “closure” applies to both full and partial station closures (e.g. unit closure or fuel conversion).**

- 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.

### **64.3 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.

### **64.4 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:

- 64.4.1** Career change should be expected and viewed positively.
- 64.4.2** Individuals are responsible for their own career decisions and should be involved in developing options affecting their careers.
- 64.4.3** NWMO and The Society recognize the value of retaining, utilizing and enhancing the asset of employee skills and abilities.
- 64.4.4** Employment continuity issues will be discussed openly and employees and their representatives should be involved in these discussions as early as possible.

- 64.4.5** 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.
- 64.4.6** It is in the best interests of both our customers and our employees for NWMO to be a viable and healthy business entity with operations province wide.
- 64.4.7** Employment continuity policies must reflect a balance between the fundamental interests of NWMO and its employees.
- 64.4.8** Employees will be treated fairly and with respect and dignity.
- 64.4.9** NWMO 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.
- 64.4.10** A commitment to effective short and long range planning is critical to employment continuity.
- 64.4.11** 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.

#### **64.5 Definitions**

- 64.5.1** "ADVERSE IMPACT" shall mean that 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).
- 64.5.2** "BASIC SEARCH/NOTICE PERIOD" shall mean a period of not less than 24 weeks during which a surplus employee has "priority consideration" for vacancies.
- 64.5.3** "BUSINESS UNIT" shall mean the organizational unit under a Vice-President or equivalent.
- 64.5.4** "CONSENSUS" shall mean an agreement on a given issue that all parties to the agreement can live with and publicly support.
- 64.5.5** "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.

**64.5.6** "DIVISION" shall mean an organizational unit which reports to Vice-President.

**64.5.7** "EMPLOYMENT CONTINUITY"

For employees in the Nuclear Business Organization shall mean the obligation on NWMO's part to provide opportunities and options to maintain productive and rewarding employment within the Nuclear Business Organization 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 the obligation on the part of the employee, The Society and NWMO to actively participate in the redeployment process.

For employees in the Fossil, Hydroelectric and Corporate Business Organizations shall mean the obligation on NWMO's part to provide opportunities and options to maintain productive and rewarding employment within the combined Non-Nuclear Business Organizations 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 the obligation on the part of the employee, The Society and NWMO to actively participate in the redeployment process.

**64.5.8** "Employment Equity", for the purposes of this Article, shall mean if employment equity programs will be seriously set back through the application of this Article, 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. This provision is not intended to further or enhance employment equity initiatives.

**64.5.9** "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>6</sup>;  
unchanged location<sup>12</sup>  
unchanged hours of work;  
unchanged salary band.

**64.5.10** "LATERAL POSITION" shall mean a job paid from:

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<sup>6</sup> *The operational meaning as determined by the JRPT.*

a) the same salary schedule and is the same salary band as the employee's current grade;

or

b) the same band on a different salary schedule;

or

c) For employees on Salary Schedules 03 or 09:

either Salary Schedule and is the same salary band as the employee's current salary band

**64.5.11** "PRIORITY CONSIDERATION" is provided to surplus employees and 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.

**64.5.12** "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 band higher than the employee's current job if rated on the same salary schedule or the equivalent of one salary band higher if rated on a different salary schedule.

**64.5.13** "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.

**64.5.14** "SENIORITY" shall mean all prior service with Ontario Hydro, OPG and NWMO or other eligible seniority as per the transition provisions in Section 9.3 of the 2006 – 2010 Collective Agreement 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 NWMO and The Society regarding contractor status.

**64.5.15** "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 NWMO.

**64.5.16** "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.

**64.5.17** "UNIT OF APPLICATION" shall mean the organizational unit (e.g., Department, Division, Business Unit or a cross Nuclear Business Organization grouping or a cross Fossil/Hydroelectric/Corporate grouping) in which seniority and the identification of surplus staff shall be administered.

**64.5.18** "VIABILITY OF THE WORK UNIT" shall mean if the ability of the organizational unit to adequately perform its functions is placed in jeopardy by the application of seniority.

#### **64.6 Notification and Involvement of The Society**

##### **64.6.1 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, NWMO 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, NWMO will make the final decision.

##### **64.6.2 Notification**

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

##### **64.6.3 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**

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

Failing an agreement, NWMO will make the final decision.

**b) Joint Recommendation**

NWMO 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 this Article.

**c) Joint Decision**

NWMO and The Society are obliged to reach an agreement on the issue.

**64.6.4 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.

**64.7 Set Up Joint Redeployment and Planning Team**

NWMO shall decide the organizational structure required to carry out approved work programs.

NWMO 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 NWMO'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, Vice Presidents) shall meet to discuss with the Joint Redeployment and Planning Team the number and type of positions that will no longer be required.

**64.8 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, Vice Presidents) 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 64.9)
  - ii) Development of a process and strategies for redeploying staff within the Unit of Application (refer to 64.10).
- b) The second report will include recommendations/decisions with respect to:
  - i) The preparation of seniority lists and identification of surplus staff (refer to 64.15).
  - ii) Identification of redeployment tools for the purpose of minimizing involuntary terminations (refer to 64.19).
- c) Senior Management (e.g. Directors, Vice Presidents) 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, Vice Presidents) 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 64.28.2, ensure that purchased services contracts are reviewed by NWMO throughout the redeployment process.

## **64.9 Unit of Application**

### **64.9.1 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.

### **64.9.2 The Unit of Application for Society-represented staff in Nuclear Business Organization will be as follows:**

Division U of A Default	Business Unit Default
Pickering (including 700 University and work sites listed in Article 105.1)	Nuclear
Darlington (including work sites listed in Article 105.2, 105.3 and 105.4)	Nuclear
Nuclear Waste	Nuclear
IMS	Nuclear

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

**64.9.3 Default Unit of Application for Fossil, Hydroelectric and Corporate Functions Business Organizations**

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.

**64.9.4 Unit of Application Beyond the Business Unit**

A JRPT may jointly recommend to a Vice-President (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 NWMO 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

**64.9.5 The Unit of Application for Society-represented staff in NWMO Fossil and Hydroelectric Business Organizations will be as follows:**

Division U of A Default	Business Unit Default
Electricity Production Central Office Staff	Electricity Production
Fossil	
Hydroelectric	

**64.9.6** The Unit of Application for Society-represented staff in NWMO Corporate Business Organization will be as follows:

Division U of A Default	Business Unit Default
CIO	CIO
Finance Function	Finance
Human Resources Function	Human Resources
Real Estate & Services Function	Real Estate
Supply Chain Function	Supply Chain
Customer Solutions And Trading & Portfolio Management	Customer Solutions And Trading & Portfolio Management
Corporate Units –such as Corporate and Environmental Affairs, Communications and Business Development	Corporate Groups

**64.9.7** Employees covered by the FM&P Letter of Understanding 14 dated July 2, 1996 will have a Unit of Application that consists of NWMO.

**64.9.8** 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.

**64.9.9** Where NWMO 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.

**64.9.10 Unit of Application Dispute Resolution Process**

In the event of a change during the term of the Agreement, with respect to a default units of application issue, that cannot be resolved by the parties, shall be resolved as follows:

**64.9.10.1** Where no decision of the JSMC is reached on a proposed change to default units of applications, within 10 working

days of the JSMC's consideration of the matter, the parties shall exchange written briefs.

- 64.9.10.2** The matter will be determined prior to the mix and match by a designated, mutually agreed arbitrator within 10 working days after the briefs have been exchanged.
- 64.9.10.3** The arbitrator shall hear the matter in the most expeditious manner possible, and shall only hear oral evidence where he/she determines that it cannot be determined on the basis of the written briefs and oral submissions. The arbitration decision shall be based on an updated equivalent balance of the Units of Application of this Article as of January 1, 2006.
- 64.9.10.4** The arbitrator shall issue an award within 5 working days of the hearing, setting out the default unit of application.
- 64.9.10.5** The arbitrator has all the powers under the applicable Labour Relations Act.
- 64.9.10.6** The JRPT shall continue to function and develop other elements of its first report pending determination of the default unit of application through this process, and the outcome of this process does not preclude the JRPT from achieving consensus on a unit of application notwithstanding the arbitrator's award.
- 64.9.10.7** This process does not prejudice or waive any grievance rights under Article 64.3 but the arbitrator's award on the default unit of application cannot be grieved.

#### **64.10 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.

## **64.11 Mix and Match Rules**

**64.11.1** No promotions, i.e., only laterals or demotions are permitted in a mix and match process. (Note: Exceptions are described in 64.11.10 and 64.15).

**64.11.2** Applies within the affected Unit of Application.

**64.11.3** 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.

**64.11.4** 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.

**64.11.5** 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 64.25 "Compensation".

### **64.11.6 Pregnancy Leave and Paid Parental Leave**

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

### **64.11.7 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.

### **64.11.8 Out-of-Province Assignments**

Refer to the Article 6.4 "Employment Continuity during Temporary Out-of-Province Assignments".

**64.11.9 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 **NWMO** and The Society.

**64.11.10 Employees Previously Demoted via Article 64**

An employee previously demoted through the application of Article 64, or its predecessors, 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.

**64.11.11 Progression-in-Place Programs (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) NWMO 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).

**64.11.12 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.

**64.11.13 Vacancy Process**

In the application of a mix and match, the JRPT may consider an expedited priority selection to vacancy process at each

salary grade/Band level in descending order with the expectation of making additional positions available for the process.

#### **64.11.14 Boundary Issues**

The JRPT will identify all X, Y and Z positions in accordance with LOU #5 "Society-Management Function/ESR Boundary Issues". The JRPT will ensure that positions so identified will be treated in accordance with the procedure outlined in the LOU unless agreed to otherwise by the parties.

#### **64.12 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 64.23) 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 64.27.2 (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.

#### **64.13 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 NWMO.

#### **64.14 Pre-Mix and Match Surplus Declarations**

##### **Intent**

To provide a fair opportunity to retain employment for those employees who are at a substantial risk of being declared surplus within the Unit of Application of those JRPTs yet to conclude their mix and match.

##### **Process**

- a) Employees who are a part of a Unit of Application that has not yet concluded its mix and match and who wish to apply for corporate vacancies may request that they be granted surplus status subject to the following:
- b) Employees will submit their request to be accorded surplus status to their JRPT. The JRPT will only extend surplus status to those employees who are at real risk of being declared surplus or, subject to confirmation by the JROT, at real risk of not receiving a reasonable job offer. The JSMC will be advised of such employees.
- c) Employees who are extended surplus status by their JRPT will be provided with a surplus letter as is described in the Employment Continuity provisions.
- d) The search notice period of an employee who is extended surplus status will begin upon written receipt of his/her Declared Surplus letter.
- e) This surplus status will be automatically removed when the employee is selected to or placed in an ongoing position. Surplus status will also be withdrawn, at the employee's request, if Management withdraws the vacancy notice in which the employee was seeking priority consideration. In such circumstances, the surplus status will be withdrawn from the date it was issued.
- f) An employee who is provided with surplus status as described above will be entitled to the same rights as those employees who have been Declared Surplus as a result of a mix and match procedure. Such employees will also be entitled to fully participate in the mix and match process within their own Unit of Application.
- g) JRPTs will have the responsibility to monitor and update a list of employees to whom they extended "at risk" surplus status.

#### **64.15 Identification of Surplus Employees**

**64.15.1** 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 64.15.7 and 64.15.8 below.

- 64.15.2** 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.
- 64.15.3** 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.
- 64.15.4** Employees who are Management and Professional Trainees will not normally have their seniority considered with employees who are not Management and Professional Trainees. The Joint Redeployment and Planning Team may decide on exceptions when employees who are Management and Professional Trainees have greater seniority than entry level employees who are not Management and Professional Trainees and who are on the same band.

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 who are Management and Professional Trainees will have priority consideration in the same manner as other Salary Schedule 03 or surplus employees. Where the Joint Redeployment and Planning Team does not accept that the circumstances warrant exceptions, surplus employees who are Management and Professional Trainees will have priority consideration for MP2 and equivalent vacancies following consideration of the surplus regular employees from within the bargaining unit and before the applications of all other employees.

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

**64.15.6** In the event that the team is unable to reach consensus on the identification of surplus employees, NWMO will determine who is declared surplus in accordance with the provisions of Subsection 64.15.

**64.15.7 Viability of the Work Unit**

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, Vice Presidents) will decide. In situations where junior staff are protected by the implementation of viability of the work unit, 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.

**64.15.8 Employment Equity**

In situations of employment equity concerns, The Joint Redeployment and Placement 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 64.15.7 above. 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 64.15.

**64.16 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 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.

**64.17 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.

**64.17.1 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 64.28.1(a). If the employee has chosen (b) above, he/she may at any time elect (c).

**64.17.2 Beyond the Business Unit**

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 64.28.1(a). If the employee has chosen (a) above, he/she may at any time elect (b).

**64.17.3 Split Organizational Units**

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

- a) 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.
- b) The organizational unit must have been split.
- c) The junior employee must not be part of the senior employee's current unit of application.
- d) 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:

- i) displacing the most junior employee as per Section 64.17.1(a) within his/her current Business Unit;
- ii) if (a) above is not available, then the same displacement rights will apply within all split portions of the original organizational unit;
- iii) 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
- iv) voluntary termination with entitlement to the provisions in 64.28.1(a). If the employee has

chosen (iii) above, he/she may at any time elect (iv).

**64.17.4 Significant Inequity Bump and Vacancy Issue**

- a) 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.
- b) When one (or both) of the exceptions applies, the displacing employee has the option of:
  - i) displacing the least senior employee, if that employee is qualified to perform the duties and responsibilities of the vacant position; or
  - ii) displacing into the vacancy.

**64.17.5 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.

**64.17.6 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.

**64.18 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 Progression-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 NWMO. The decision to approve (or disapprove) will be on the basis of further disruption to the work of the affected work unit.

#### **64.19 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.

##### **64.19.1 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:

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

### **64.19.2 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:

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

### **64.19.3 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:

- a) Posting of rotational opportunities should be in accordance with Article 65 (Vacancies (Relief, Rotations and Selections)).
- b) 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.
- c) The selection process should use formal selection criteria.
- d) Interviews will be the responsibility of the receiving unit.
- e) Rotations will normally be from six (6) months to two (2) years.
- f) Terms and working conditions while on job rotation will be in accordance with Article 65 (Vacancies (Relief, Rotations and Selections)).
- g) 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.

**64.19.4 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 NWMO.

**64.19.5 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 NWMO policies on Educational Leave (see Article 97 (Status of Certain Policies and Procedures)).

**64.19.6 External Placement**

External placement assistance may be provided, at NWMO's discretion, to a maximum value of two (2) weeks' salary (e.g. Outplacement counseling, legal or financial counseling, external job search expenses.).

**64.20 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.

In situations where a Plant Closure has been identified as a cause for the adverse impact, unplaced employees at the Plant identified for closure, who are declared surplus, will not be entitled to reassignment during the search/notice period. In such situations the employee will be terminated. The employee will be paid the cash equivalent of basic search/notice + 100% service based search notice + severance (as outlined in 64.27.1). Such employees will be entitled to recall per Article 64.30.

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.

**64.21 Search Notice Period**

**64.21.1 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 (who are not hired as Trainees) 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 Band Hired Into	Credit
MP-2	4 weeks
MP-3	6 weeks
MP-4	8 weeks
MP-5	10 weeks
MP-6	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.

**64.21.2 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) NWMO 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 to NWMO. 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) WSIB/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.

**64.21.3 Extension Beyond Search/Notice Period****Intent:**

To allow surplus employees who are on rotation to extend their employment beyond the expiration of their search/notice period.

- a) It is possible for employees who are on rotation to continue employment with NWMO beyond the expiration of their search/notice period when the expected duration of their rotational assignment goes beyond the expiry date of their search/notice period.
- b) The decision to extend employment beyond the expiry of the search/notice period and the responsibility for the employee will be assumed by the receiving unit (i.e., the unit with the rotational assignment).
- c) Normally, the extension will be for the expected duration of the rotational assignment. Where the line management of the receiving unit deems it necessary, a cancellation provision (minimum of 30 calendar days) can be included as one of the terms of the rotational assignment. This cancellation provision would be identified prior to the commencement of that portion of the rotation beyond the expiry of the employee's search/notice period.
- d) For the period of employment, following the expiration of the search/notice period, employees will be considered per Article 65.6.3.1(f) and will not have priority consideration for corporate vacancies.
- e) The extension of employment beyond the expiration of the search/notice period shall not be used for the calculation of any other entitlement (i.e., severance, notice of termination, lump sum payments and voluntary resignation) under Article 64.
- f) With the exception of the limitations stated in sections (d) and (e) above, employees whose employment has been extended beyond the expiration of their search/notice period will be treated as regular employees and will be covered by all of the other provisions of the Collective Agreement.

## **64.22 Acceptance/Rejection of Job Offers**

**64.22.1** A surplus employee will have up to 7 calendar days to accept or refuse an offer of a position.

### **64.22.2 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.

### **64.22.3 Right of Refusal - 24-Week Basic Search Period**

A surplus employee may refuse any offer of employment without penalty.

### **64.22.4 Right of Refusal - Service-Based Search Notice Period**

If the surplus employee refuses a job offer that is within 2 salary Bands 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.

## **64.23 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 NWMO 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/her own case.

Members of the JROT may request assistance from either the Society or NWMO.

In the event that the JROT is unable to reach a decision within the three (3) working days the appeal will be heard by a standing arbitrator within three (3) days. In the case of extenuating medical circumstances the three (3) days for the appeal may be extended to thirty (30) days to complete the entire process.

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.

#### **64.24 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.

#### **64.25 Compensation**

##### **Salary Maintenance**

**64.25.1** The surplus employee's base rate of pay will be maintained, including economic increases and special allowances, until placement or termination.

**64.25.2** If the surplus employee accepts a position at the same salary level, salary maintenance will continue as in Clause 64.25.1.

**64.25.3** 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 band and step 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.

**64.25.4** Premiums will be calculated on the basis of the Incremental Pay Step assessed for the lateral or lower rated job.

**64.26 Reduction in Hours of Work**

**Principles**

- Pay should reflect hours worked.
- Pay should reflect the job performed.

**64.26.1** Where employees move to positions where the normal weekly hours are less than in their former positions The Society and NWMO 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.

**64.26.2** Failing agreement in accordance with Clause 64.26.1 the following treatment will apply:

**a) Voluntariness of Application**

Employees who wish to immediately work a 35 hour work week can do so. Their rate would be reduced immediately to the 35 hour rate upon starting the 35 hour work week position.

**b) Employees within 3 Years of Undiscounted Pension**

On the day of reporting to the new position an employee who is within 3 years of an undiscounted pension will not have normal hours of work reduced for 3 years or until such time as the employee is eligible for an undiscounted pension, if earlier. The employee will continue to receive economic pay adjustments. If the employee does not retire upon qualifying for an undiscounted pension, then the hours of work and base rate

will be immediately reduced to the hours and rate of the position.

**c) Start Date of Freeze and Reduction**

All employees impacted by the freeze and reduction decision will be treated as follows:

Employees previously working 40 hours:

Employees reporting to new positions will have their pay frozen according to the current salary schedule. Their hours of work will be reduced to 39 hours the first fiscal day of the next fiscal year. In all subsequent years, hours of work will be reduced by 1 hour per week, effective the first day of the fiscal year. The employee will be unfrozen after reaching 35 hours, or when their pay equates to the Incremental Pay Step for 35 hours.

Employees previously working 37.5 hours:

Employees reporting to their new positions will have their pay frozen according to the current salary schedule. Their hours of work will be reduced to 36.5 hours on the first fiscal day of the next fiscal year and finally to 35 hours on the first fiscal day of the following year. The employee will be unfrozen after reaching 35 hours, or when their pay equates to the Incremental Pay Step for 35 hours (see paragraph e) below).

**d) Promotions, Demotions, and Laterals**

This article covers Promotions and Laterals only. Promoted employees will have promotional increases, if any, applied to their rate and Incremental Pay Step before it is frozen. There will be no demotions into positions that result in reduced hours of work.

**e) Incremental Pay Steps**

The Incremental Pay Step (IPS) will be used for employees on salary schedules 03 and 09. The IPS will be used as the salary rate on the 35 hour/week schedule. This is determined by applying the person's existing rate to the new schedule (i.e. a person at step 12 of MP-4 on a 40 hour week/schedule will be at Step 12 MP4 on the 35 hour/week schedule). The Incremental Pay Step will be subject to annual step progressions as per the collective agreement.

**f) Completion of Process**

When the salary rate becomes unfrozen the person is eligible for economic and step progression increases to their actual pay rate.

Hours of work will be reduced until either the ramp period has expired or the person's Incremental Pay Step is reached. If after the ramp period has expired, the employee's Incremental Pay Step has not reached their frozen level, the frozen dollars shall be applied to the new salary schedule to determine an equivalent level which becomes the employees new unfrozen pay standing. The employee will then be eligible for future step progressions and economic increases.

**g) Definition of "Day"**

During the reduction of hours process employees will have daily hours of work that vary between 7 and 8 hours per day. For the purposes of vacation, sick leave, floating holidays and leave of absence/unpaid time off, a "day" will mean any work day between 7 and 8 hours in the work week.

**64.27 Severance, Lump-Sum Payments and Voluntary Resignation****64.27.1 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 Article 71.2 "Reduced Hours of Work (RHOW) Arrangements") 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).

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 64.30.

The maximum amount of severance is 78 weeks.

### 64.27.2 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 Article 71.2 ("Reduced Hours of Work (RHOW) Arrangements").

### 64.27.1 Previous Severance and Lump Sum Payment

Surplus employees who have received a payment under Subsection or Clause 64.22.4 "Right of Refusal - Service Based Search Notice Period", 64.27 "Severance Lump Sum Payments and Voluntary Resignation", Section 64.28 "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.

## 64.28 Purchased Services

64.28.1 Employees who are surplus as a result of purchased services will have the following additional entitlements:

- a) If the surplus employee voluntarily terminates his/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 NWMO'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 NWMO's discretion.

**64.28.2** Prior to the involuntary termination of surplus employee(s) under this Article and where there are purchased services operating within the Unit of Application, NWMO 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.

#### **64.29 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 64.27.1 "Severance".

Throughout of 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 of this Article.

**64.30 Recall Rights**

Surplus employees whose employment is about to terminate because their search/notice period has expired, or who terminated from a Plant identified for closure per Article 64.20, 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 65.6.3.1(f) of the Collective Agreement, 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 NWMO 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.

**64.31 Relocation and Housing Assistance**

**64.31.1** NWMO will restructure the cost of relocation so it mitigates the disincentive in the redeployment of surplus staff.

**64.31.2** A surplus employee in a community where NWMO'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 NWMO policy.

**PART B NON-SURPLUS REDEPLOYMENT OF SOCIETY REPRESENTED STAFF**

**64.32 Conditions for Expedited Non-Surplus Redeployment**

Attachment 1 shall be the process for redeployment of Society-represented employees (as per Article 3.1 and 3.2). The foregoing is subject to the following:

- a) Unplaced employees shall be bridged to future workload through productive or developmental work assignments in the applicable unit of application (Nuclear, Corporate, Hydroelectric or Fossil), and no employee is to be declared surplus;
- b) Demoted employees shall be entitled to consideration for any position at or below their previous salary Band in the next Mix and Match;
- c) Priority selection status for corporately posted vacancies under Article 65.6.3 (e) shall not apply for the purposes of the process contemplated under Attachment 1.
- d) Attachment 1 shall be incorporated in Part B, and further changes shall be subject to approval of the parties.

**64.33 Unit of Application**

- a) The default Unit of Application for any redeployment under Attachment 1 shall be:
  - i. Nuclear for employees within the Nuclear Business Organization;
  - ii. Corporate for employees within the Corporate Business Organization;
  - iii. Hydroelectric for employees within the Hydroelectric Business Organization;
  - iv. Fossil for employees within the Fossil Business Organization.
- b) The default Unit of Application for any redeployment under Part A of Article 64 shall be according to Article 64.9.2 for Nuclear employees, and according to Article 64.9.3, 64.9.4, 64.9.5 and 64.9.6 for Corporate, Hydroelectric and Fossil employees;
- c) The Unit of Application shall not include employees who are identified as members of a different Unit of Application pursuant to provisions of the Collective Agreement in effect at the time.

**64.34 Joint Redeployment and Planning Team**

The parties shall form standing Joint Redeployment Planning Teams (JRPTs) in each of the Nuclear, Corporate, Hydroelectric and Fossil Business Organizations, which shall be activated from time-to-time for

purposes of redeploying staff under either Attachment 1 or Article 64 on the following basis:

- a) Management shall provide timely notice of a planned reduction or downgrade of positions at any location; and
  - i. whenever Management confirms the conditions set out in Article 64.32 will be met, the JRPT(s) shall apply the redeployment process in Attachment 1, or
  - ii. if any conditions of Article 64.32 are not met the JRPT(s) shall plan and implement the redeployment process under the provisions of Part A of Article 64.
- b) an employee who has been matched through the operation of Attachment 1 or Part A of Article 64 and whose position is subsequently downgraded within 18 months shall be subject to redeployment at the previously matched level under either Attachment 1 or Part A of Article 64, as applicable in the circumstances;
- c) the JRPT(s) shall have a continuing responsibility to review and match surplus or unplaced employees on the basis of seniority and qualifications to any lateral or lower rated Nuclear Society vacancy posting.
- d) where Attachment 1 is being implemented, the JRPT(s) shall operate by consensus and provide a consensus Report including all currently planned redeployment outcomes, which shall be subject to approval of the Chief Nuclear Officer or designate, or the approval of the Senior Executive in the appropriate Business Organization or designate.

#### **64.35 Dispute Resolution**

Where the JRPT reaches impasse in implementing Attachment 1 or does not agree whether Attachment 1 applies in the circumstances, the impasse shall be resolved as follows and the JRPT shall continue with the redeployment thereafter:

- (a) after giving 48 hours written notice of any issues it considers in dispute, either Party may refer these issues for final and binding resolution to the arbitrator designated under Article 16.11, "Expediting Redeployment Grievances and Arbitrations", who shall rule within 24 hours of hearing, with written reasons to follow;
- (b) the arbitrator shall have the powers of an arbitrator under the Labour Relations Act, with jurisdiction to determine procedure and

make such orders as required to resolve disputed issues consistent with this Article and the Collective Agreement;

- (c) this procedure does not apply to complaints regarding qualifications or reasonable offer challenges of individual employees or positions, which if not resolved by the JRPT shall be dealt with by the grievance procedure;
- (d) individual employees and The Society reserve Article 64.3 grievance rights with regard to the outcome of the process in Attachment 1, but the decision of the arbitrator under this section shall not be the subject of a grievance.

#### **64.35 Relocation Assistance**

For employees receiving living expenses, rather than commuting, during the transition period of a relocation or while on a relief or rotational assignment, NWMO shall pay mileage expenses for a weekly trip home if the employee utilizes it.

#### **64.36 Related Agreements**

Except as expressly modified by this Article or Attachment 1, all provisions of the Collective Agreement shall continue to be applicable.

#### **64.37 Operation and Future Consideration**

Part B of this Article and Attachment 1 shall operate within the Nuclear, Corporate, Hydroelectric and Fossil Business Organizations or a successor thereof, effective the date of the Collective Agreement.

### **Attachment 1**

#### **Introduction**

The redeployment of employees from the old organization to the new organization requires the full cooperation of everyone involved. The JRPT has designed this process on the assumption that employees will be able to provide sufficient details on their qualifications that will allow the JRPT and ultimately Management to make objective decisions with respect to the employee's suitability for positions.

Employees are responsible for completing the required forms and submitting forms to the JRPT.

Management will be responsible for:

- Developing job documents for the purposes of assessing qualifications;

- Assessing qualifications for given positions and determining who is qualified for a given position under consideration by the JRPT.

The Joint Redeployment Planning Team will:

- Manage the process described below;
- Ensure conformance with the process and deal with exceptional matters as they arise;
- Match the employees to available positions as set out in the below process;
- Communicate relevant information at appropriate milestones;
- Prepare a report describing the outcome of the mix and match process;
- Prepare a list of the names of all employees and their respective placements.

The JRPT will review critical positions (as described by Management) for advance posting and filling. These positions will be subject to 2.2.10.

## **1 Redeployment Process**

### **1.1 Pre-Steps (steps taken prior to the Mix and Match process)**

#### **2.1.1**

**NWMO** Management will provide details on the new organizational structure at a detail level that will indicate the classification, location, number of positions in the new organization and priority of staffing the position. A listing of existing staff by category and location will be provided. Management will provide an up-to-date employee database for the applicable Unit of Application. Management will identify (in writing) the qualifications and selection criteria for positions without incumbents.

#### **2.1.2**

The redeployment team will consider promotions on the basis of Article 64.15.2. Groups and salary grades to be determined by the JRPT.

#### **2.1.3**

All employees will be required to submit a Fact Sheet and a list of irrevocable location and job preferences. The template will be provided by the JRPT.

### **2.2 Redeployment Process Steps**

The Redeployment process will take the following steps:

#### **2.2.1 Determine Incumbents/Non Incumbents/Vacancies**

Management to prepare list of employees, list of positions, designate incumbents, review with Site Joint Implementation Team (JIT). The JIT's will consist of equal

numbers of Society and management representatives and shall make decisions on a consensus basis. The incumbency rules will be as follows:

Incumbency Rules

Salary Grade (same)  
 Similar Job Duties (Majority of duties and responsibilities that you were doing in your base position).  
 Hours of Work (same)  
 Work Location Unchanged

i.e. **NUCLEAR**

Bruce site  
 700 University Ave  
 Nuclear East Sites as defined in Article 105

**FOSSIL**

Nanticoke  
 Lambton  
 Lennox  
 Thunder Bay  
 Atikokan  
 GTA

**HYDROELECTRIC**

Niagara Plant Group  
 Northwest Plant Group  
 Northeast Plant Group  
 Evergreen  
 Saunders GS  
 Ottawa ST. Lawrence Plant Group (less Saunders)  
 GTA

**CORPORATE**

The site locations for Corporate will be all the locations defined for Nuclear, Fossil, and Hydroelectric where there are staff that report to Corporate Groups.

**2.2.2 Confirm Incumbents (NO JROT)**

The JRPT will confirm all incumbency decisions made by the Site Joint Implementation Teams. The Main Team will review all issues brought to it by the JIT's and make final decisions with regard to who is an incumbent. Incumbents will not be allowed a JROT although the decision to make them incumbent is subject to grievance under The Society Collective Agreement.

**2.2.3 Notify Incumbents/Non Incumbents (Appeal Process to Main Team after review by Site JIT)**

The incumbents and non-incumbents will be notified of their status. They must appeal within 24 hours. Appeal based upon ensuring the job meets the definition of incumbency rules in 2.2.1 and to ensure suitability of the person for the duties and responsibilities.

#### **2.2.4 Match Non Incumbents to Lateral Same Site Vacancy (Senior Qualified)**

As a first step all non-incumbents will be matched to lateral vacancies in their home site organizations at their base location. (e.g. 700 University Ave, Nuclear East sites as defined in Article 105, Saunders, Nanticoke)

##### **Matching Rules**

In addition to the rules set out in the Collective Agreement, the following rules will apply to matching for same site vacancies:

Location (same)  
 Hours of work (same, then different)  
 Equal Salary Band (e.g. FMP12/MP2)  
 Possibly different duties but qualified  
 Start with MP6 (Most Senior)

#### **2.2.5 Work Unit Viability Check – All Locations**

Determine viability needs of receiving site. Check to determine if staff who volunteered to relocate from sending site can be released to off-site positions.

#### **2.2.6 Match Releasable Sending site Volunteers to Off-site Lateral Vacancy**

Those on the sending site who have volunteered to transfer off-site will be matched to off-site vacancies on a senior and qualified basis.

#### **2.2.7 Match Releasable sending site volunteer demotions to off-site vacancies.**

Those volunteers who have not been matched to lateral off-site vacancies and who volunteered to take a demotion to move off-site will be matched to demotional vacancies.

#### **2.2.8 Match Unmatched Lateral Vacancy (Senior Qualified) On Sending Site**

After the releasable volunteers have been matched, remaining unmatched employees will be matched to positions vacated by the releasable volunteers in the sending site on a senior and qualified basis.

#### **2.2.9 Receiving Unit Viability Check**

Determine if the volunteer matches from above, have resolved any of the viability concerns identified in 2.2.5.

**2.2.10 Forced Matching**

- a) Force match unmatched non volunteers sending site staff to off-site lateral vacancies on a junior basis.  
The most junior employees who remain unmatched to positions at the sending site will be matched to lateral vacancies off-site.
- b) Force match remaining unmatched staff at all locations into demotion vacancies. This will be done on a reverse order of seniority (junior) basis.

Parts a) and b) will be run concurrently. The JRPT will have to ensure the outcome of this step respects Seniority and Qualifications.

**2.2.11 Viability Check – Sending Site**

The JRPT will agree on how to meet viability requirements and will act to do so. If a viability concern continues to exist after the Mix and Match process is complete, the JRPT will then attempt to address the concern using one or more of the following options prior to forced matches: call for specific volunteers; Corporate-wide vacancies; hiring externally; forced rotations and/or relief assignments in order to bridge for training; external contractors.

Those employees who are force matched from the sending site and are eligible for assistance under Article 52 will not be force matched again through this work unit viability process in a way that would make them eligible for Article 52, for the duration of Part B of Article 64.

Those employees who are on forced rotation for viability reasons during the life of the collective agreement will be allowed to work the equivalent of 10 days in a 9 day period.

In the event of an unresolved dispute the JPRT will utilize the expedited dispute resolution process, Article 16.11, "Expediting Redeployment Grievances and Arbitrations", to determine the viability issue and to meet viability based on a balance of fairness to affected employees and business needs of NWMO.

**2.2.12 Employment Equity Check**

As in Article 64.15.8 of the Collective Agreement.

**2.2.13 Issue Letters to staff identifying placement**

After the process is complete staff will be issued letters identifying their placement.

**2.2.14 Joint Reasonable Offer Team Process (Art. 64.23)**

A Joint Reasonable Offer process will be established so that employees have an avenue to appeal offers made during the mix-and-match process. The JROT will

meet to render a decision within 3 working days of receipt of the appeal. The JROT process will be per Article 64.23 except that there will be no surplus entitlements if an offer is found to be unreasonable. Instead, offers determined to be unreasonable will be substituted with a reasonable position by the JIT.

### **2.2.15 Schedule**

Both parties will make their best efforts to complete the redeployment process as expeditiously as possible. The following schedule consists of milestones for the completion of the redeployment process. The parties will agree on target completion dates for each of the milestones below. It is recognized that many variables may affect the completion dates and the team will amend the target dates where it considers it necessary. Failure to meet these target dates are not to be construed as justification for invoking the defaults under Part A of Article 64.

<b>Milestones</b>	<b>Timetable</b>
<b>Activation of standing JRPT</b>	<b>X</b>
<b>Report #1 completed by the JRPT Members</b>	<b>Y</b>
<b>Report #1 reviewed and accepted by the C.N.O. or by Business Unit Vice-President</b>	<b>Y</b>
<b>Incumbency Process Complete</b>	<b>Y + 18 days</b>
<b>Mix and Match Process Complete</b>	<b>Y + 49 days</b>
<b>JROT Complete</b>	<b>Y + 57 days</b>
<b>Report #2 Signed by JRPT</b>	<b>Y + 64 days</b>
<b>Report #2 Approved</b>	<b>Y + 71 days</b>

**X = first day of activation of standing JRPT**

**Y = X +Z**

**Z = the period the standing JRPT agrees is required to produce report #1**

## **PART C DECONTROL/ CHANGE OF EMPLOYER**

**64.38** Part C shall apply to any sale, lease, transfer or any other transaction between the Company and any other entity, by virtue of which the

ownership or control over any part of the Company's business or assets becomes held by such other entity and some or all of the Company's employees become employees of a new employer as part of the commercial transaction.

**64.39** The company recognizes the importance of securing for employees' opportunity for continuing employment with a new employer and are committed to securing such opportunity for employees in a business or asset to be decontrolled.

**64.40** In addition to Article 11, the Company further agrees that it shall provide in writing to The Society at the earliest possible time prior to the transaction, but in any event at least sixty days before the transaction closure, all available information relating to the new employer that is relevant to employees to the extent that circumstances reasonably permit. The Society agrees that confidentiality will be maintained.

**64.41** Sequence of Events

Effective on the date the Company officially announces an intent to conduct a transaction in accordance with Article 64.38, the following will apply:

- a) Until such time as staff positions and numbers to be transferred to the new employer are provided to The Society, employees may apply to vacancies in accordance with the collective agreement. All applications from employees in the affected businesses or assets for laterals and demotions will be processed and considered unless the move would seriously jeopardize the viability of the work unit. Applications for promotions will not be blocked under any circumstances. Disputes arising out of the blocking of applications will be dealt with via an expedited process.
- b) Commencing on the date that affected staff, positions and numbers to be transferred to the new employer are provided to The Society, displacements into and selections into or out of the businesses or assets affected will cease.
- c) The Company will make Article 64.6.4 (Voluntary Surplus) as applied to 64.27 available to employees in businesses or assets where the number of employees exceeds the new employer's needs. With the agreement of The Society, Management may offer other voluntary separation incentives such as focused pension incentives, retirement bridges, etc.
- d) The Company will make available a voluntary separation option to employees eligible for an undiscounted pension with a retirement allowance of 52 weeks.

- e) Employees affected by the change of employer will be asked to state in writing their intention to accept continuing employment with the new employer.
- f) Employees who indicate their willingness to accept continuing employment with the new employer but where there are fewer positions available than willing employees, will be placed through an expedited mix and match process involving the following steps with a viability check after each step:
  - i) Incumbent matching
  - ii) Matching to lateral vacancies in the same location (Volunteer/Force)
  - iii) Volunteering for location change and/or a demotion.
- g) Employees who indicate their willingness to accept continuing employment and for whom a position is available will transfer to the new employer.
- h) Employees who have indicated their willingness to accept continuing employment with the new employer and for whom there is no position available will be treated in accordance with Part A of Article 64.
- i) Employees who indicate that they are not willing to continue employment with the new employer will be entitled to severance of two weeks per year of service, not to exceed 26 weeks. Employees may elect to take such severance as a lump sum amount, or in weekly amounts, during which time they will have recall rights to the company. Weekly payments will cease on the date an employee is recalled. Employees with recall rights will be considered for vacancies in the bargaining unit as per Article 65.6.3.1(f) of the Collective Agreement, including their right to grieve non-selection (refer to Subsection 65.6.3). Severance pay received prior to recall will be subtracted from any future severance pay entitlements under this Article.

All employees in this sub-section (i) will also be entitled to the following:

- i) Coverage under NWMO's Health and Dental Plan for a period of six (6) months from the date of termination of employment or until the commencement of alternate employment whichever occurs first;
- ii) Reimbursement for tuition fees and other associated expenses up to a maximum of \$5000.00 upon production of

receipts from an approved educational program within 12 months of his/her termination;

- iii) Reimbursement of outplacement services up to a maximum value of two weeks salary (e.g. Outplacement counselling, legal or financial counselling, external job search expenses.), upon production of receipts.
- j) Management may, in consultation with The Society, offer the voluntary severance package under Article 64.6.4 (voluntary surplus) as applied to 64.27 to an employee to avoid a displacement.

**64.42** If, within eighteen months of the transfer, the new employer reduces the number of employees and the transferred employee is declared surplus and terminated the employee(s) laid off will be entitled to a one time lump sum payment of one week per year of service with NWMO and the new employer. The obligation to pay the laid off employee is contingent upon the employee being severed from employment without recall rights with the new employer.

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

- i. Strike
- ii. Lockout
- iii. Accident or catastrophic event
- iv. Force Majeure/natural disaster
- v. Temporary Plant shutdown

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

For employees in a Change of Employer situation where the new employer is not a competitor of NWMO who are subject to involuntary layoff by the new employer, in addition to the cash payment of one week per year of service, the employee may have recall rights in NWMO for 26 weeks. Employees recalled within the 26 weeks must pay back the balance of any cash payments based on their service and the date of recall (e.g. a 20 year employee who is recalled at the 5 week mark would pay back 15 weeks).

## **65 Vacancies (Relief, Rotations and Selections)**

### **65.1 Intent**

To provide open, fair access to career opportunities and enable NWMO to optimize staffing requirements over time.

## **65.2 Definitions**

"Relief/Rotations" assignments are short assignments where an individual is assigned duties outside their normal job duties.

"Relief" assignments will mean short-term assignments (normally up to 3 months) where an individual is appointed to act temporarily in an ongoing position or which is expected to become an ongoing position. In some cases, the individual may not be required to perform all of the duties and responsibilities of the position.

"Rotations" will mean assignments normally greater than 3 months but not exceeding 2 years in duration in positions which are not expected to be ongoing.

## **65.3 Advance Planning**

Prior to filling the work assignment, Management will meet with the local Society representative to discuss the nature of the requirement (e.g., relief, rotation) its expected duration, the selection process and whether there is an expectation that the work assignment will result in an ongoing position.

## **65.4 Relief**

**65.4.1** Relief is used to cover (a) short-term absences for vacation, sickness, relief absences, etc., (b) short-term bridging periods for selection or rotation, and (c) short-term emergency situations.

**65.4.2** The process for selecting the employee to fill the relief assignment should be easy and quick and provide a fair opportunity to employees in the work unit to perform relief.

**65.4.3** If there is mutual agreement between The Society Unit Director and Management prior to the beginning of the relief assignment, the relief assignment and the incumbent(s) can run for a period of up to one year. In the absence of mutual agreement, the relief assignment is limited to 90 days.

**65.4.4** Relief assignments will not be used continuously to avoid advertising either a rotation or an ongoing position.

**65.4.5** Pay treatment while on relief will be in accordance with Article 66.

## **65.5 Rotations Within the Bargaining Unit**

(This Article does not apply to rotations outside the Society jurisdiction. Article 5 applies to rotations outside the Society jurisdiction.)

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 NWMO'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 NWMO-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 appraisal process, moving expenses, travel expenses and related NWMO 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 Incremental Pay Step.

## **65.6 Selections for Assignments Other Than Relief or Rotations**

**65.6.1** All vacancies for assignments which do not fall into the category of relief or rotations shall be advertised NWMO-wide unless there is agreement with The Society Local Vice-President or the following conditions apply:

- a) during implementation of Article 64;
- b) laterals or demotions in the case of sickness; employees with disabilities or special needs; employees returning from rotations, LTD, leaves of absence, foreign assignments, secondments/assignments outside NWMO;

- 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 JSMC;
- e) "Progression" within a Progression-In-Place Plan or a proposal which has the joint agreement of the JSMC in accordance with Subsection 33.3.1. Vacancies for positions in a Progression-In-Place Plan will be advertised in a manner which informs employees that the position is included in a Progression-In-Place Plan and that where the best candidate does not satisfy the qualifications or experience required for the end position the employee may be offered the position at a lower rate and be progressed in place.

Employees in categories (a) to (e) in subsection 65.6.3 will be considered at all levels of the PIP prior to those employees in categories (f) to (h) and subject to unit viability. Unit viability which would alter this consideration will be discussed in advance of advertising the PIP.

Exceptions to provide for the advertising of the position at a lower rate than the end position will be permitted by joint agreement between The Society Unit Director and the Business Unit Leader based upon a balanced consideration of:

- future work planning needs
- providing developmental opportunities for lower-rated staff outside of the Progression-In-Place Plan
- current work requirements
- unit viability and the need to have sufficient number of staff in the end positions.

In such cases, the vacancy notice will state that the position is part of a PIP Plan and surplus employees will be considered for placement at a lateral level.

- f) a regular position currently held by an employee where a job review has resulted in a change in Salary Band;
- g) to fill vacancies with the same occupation code within six (6) months of the ongoing posting, in which case Management may select from the previous list of candidates, after checking

that surplus employees have not become available for consideration since the vacancy was last advertised;

h) to meet legislative requirements.

**65.6.2** All applications which represent a promotion must be processed.

When an application to an advertised vacancy represents a lateral or demotion to a non-surplus employee, the following will apply:

- a) Applications from employees with less than three years' service in their current position will be processed and considered where the supervisor determines that the move on balance would be in the best interest of NWMO and the employee.
- b) Applications from employees with over three years' service in their current position will normally be processed and considered unless the move seriously jeopardizes the viability of the work unit.
- c) Applications to an advertised vacancy which represent a demotion with an increase in base hours of work to a non-surplus employee will be processed where the employee's Director determines that the move on balance would be in the best interest of NWMO and the employee.

**65.6.3 Selection Priority for Vacancies**

**65.6.3.1 Selection Priority for Vacancies**

If there is more than one applicant for a vacancy within The Society's jurisdiction, the applicants will be considered in the priority set out below:

- a) Surplus Society-represented employees who have elected the priority consideration option in Subsection 64.17 (Declared Surplus - Significant Inequity Rights).
- b) Surplus Society-represented applicants for whom the vacancy represents a lateral or demotion including surplus trainees applying for MP2 or equivalent and who were mixed and matched with employees who are not Management and Professional Trainees.
- c) Surplus employees who are Management and Professional Trainees who were not mixed and matched with employees who are not Management and Professional Trainees and who have greater seniority than Surplus Applicants who are not

Management and Professional Trainees 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) Society-represented employees 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.
- e) Selection on a “best qualified” applicant basis from among regular Society-represented applicants, and applicants with recall rights under Article 64.30 or 64.41 (i).
- f) Selection on a “best qualified” applicant basis from among Society-represented temporary employee with NWMO.
- g) Selection on a “best qualified” applicant basis from among all other regular applicants from NWMO.
- i) External to NWMO.

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. NWMO 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 within a reasonable period of time is required before considering the applicants from the next category. The same is true with respect to categories (b), (c), (d), and (e).

See subsection 65.6.1 for priority consideration of applicants to Progression-In-Place Plan vacancies.

NWMO agrees to grant priority to Society-represented employees in the business organization corresponding to The Society's bargaining unit who are surplus and to those who fall within subsection 65.6.3(e) who apply for positions excluded from all union jurisdictions and for whom the vacancy represents a lateral or demotion, after the consideration of surplus applicants in the business organization corresponding to The Society's bargaining unit who are excluded from all unions for whom the vacancy

represents a lateral or demotion and prior to consideration of all other applicants

**65.6.4** In determining who is the best qualified candidate for positions, in each category of subsection 65.6.3, the primary basis for the selection of employees is their assessed capability to perform the necessary work. The selection criteria would normally include but not be limited to the following:

- a) requirements including skill, knowledge, education, experience, transferable/generic skills such as analytical skills, communications skills, project management skills, consulting skills, self-management skills, accountability, responsibility, etc.;
- b) the candidate's past track record and what she/he brings to the position;
- c) the candidate's potential to develop competence for more senior positions;
- d) the need to meet legislative requirements;
- e) the need to balance the overall requirements of the work unit.

**65.6.5** Employee selection measures which are used as aids in selection decisions shall be job related and be used in a manner that is fair and equitable to the individuals being assessed. Individuals will be entitled to prior knowledge of the selection criteria and be entitled to information with respect to their performance in the selection process upon request.

**65.6.6** Some flexibility should be exercised in accepting late applications to advertised vacancies after the closing date in order to permit employees a fair opportunity to continue employment yet still allowing the Business Unit to resource expeditiously.

Where the closing date is FIRM, it must be stated clearly in the vacancy posting that late applications will not be considered.

- a) Surplus and non surplus employees are normally expected to have made application to a vacancy by the closing date.
- b) It is recognized that in some instances, there will be applications filed after the official closing date. In these cases, unless the closing date is FIRM, late applications must be filed with the advertising location NOT later than the date that the "short list" of applicants is finalized for formal consideration.

- The term “Short List” refers to the first list of applicants who Management plans to interview for a vacancy.

c) Employees who have applied for vacancies and are later declared surplus have until the “short list” date to notify the advertising location of the change in their status.

**65.6.7** Applicants to advertised vacancies are to be advised of the status of the vacancy (and of their applications) within a reasonable period of time for each successive step they qualify for.

**65.6.8** When outstanding vacancies remain unfilled for longer than six months, employees in the work unit concerned should be advised of the reason for not filling such vacancies.

**65.6.9** All positions on Salary Schedules 01 **and** 02 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) NWMO 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. In the event that a release date greater than 90 days appears likely, Management will discuss the reasons for the delay and a release date with The Society.

**66 Salary Treatment For Promotions, Temporary Assignments, Lateral Transfers and Demotions**

**66.1 Definitions**

Band Hierarchy (low to high): MP-2, MP-3, MP-4, MP-5, MP-6

**For further clarity:**

- Schedules 01 and **02** shall be treated as lateral pay schedules for the purpose of movement of employees between these two schedules under the Collective Agreement when considering two positions at the same salary band/step.

- A change of position that results in a change in step and/or band will be considered “a job change” per Article 23 and will reset the annual progression date to the effective date in the position.

**"Promotion":**

This occurs when an employee is appointed to a position in a higher band.

**"Lateral Transfer":**

This occurs when an employee is appointed to a position in the same band.

**"Demotion":**

This occurs when an employee is appointed to a position in a lower band

The parties recognize that employees in PIP positions accepting positions outside of their present PIP family will receive the equivalent treatment in so far as promotions, lateral transfer and demotions as if their status in their PIP (MP 2, MP 3 or MP 4) was on the corresponding band. The parties further agree that progression in a PIP will not be considered a promotion.

**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 grandfathered employee may receive a promotional increase when selected to a position in a higher band, and this increase may result in the employee being still above the band in the new position.

**66.3 Reclassification as a Result of a Job Re-evaluation**

**66.3.1 Reclassification may occur under several circumstances:**

- a) when the salary band 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) Reclassification as a result of (a) or (b) above will result in the employee being placed in the step nearest to a 6.6% increase in the higher salary band.
- e) Reclassification as a result of (c) above will be considered a promotion.

However, at his/her next automatic annual progression the employee will be eligible to be placed at the appropriate step as before the reclassification, that represents a salary increase at the step nearest to a 6.6% increase in the higher salary band.

- f) A grandfathered employee shall receive the reclassification increases in points d) and e) above. These increases may result in the employee being still above the band in the reclassified position.
- g) Positions reclassified under this Article shall retain their previous automatic progression date.

**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** From the first working day performing in a higher-rated job shall receive:

- a) a salary increase whereby, as a minimum, the employee is placed on the step nearest to a 3% increase when assigned to work in a position one or two bands higher than the employee's normal job;

- b) a, salary increase whereby, as a minimum, the employee is placed on the step nearest to a 5% increase when assigned to work in a position more than two bands higher than the employee's normal job.

**66.4.2** To be eligible for the payments above:

- a) the position must be filled to satisfy operating requirements; and
- b) the employee must perform all or most of the normal job duties of the position as expected during the course of the assignment.

Where a temporary assignment to a higher-rated position is discretionary and optional for the employee, pay treatment is also discretionary. Discretionary means that the temporary assignment is not required to be filled to satisfy operating requirements, in the opinion of NWMO, and represents a developmental opportunity.

**66.5 Lateral Transfer**

Normally, an employee who is appointed to a lateral position should receive no increase in current pay.

**66.6 Demotions**

An employee who voluntarily accepts placement in a lower rated position will result in an individual being brought across at the same step in the new band. In the event that the employee is paid above the top step of the band the individual will have his/her current base salary dollars frozen until the employee's current pay entitlement as determined by the salary band and 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 (Clause 65.6.1 (c)) require advance consultation with The Society.

**67 Purchased Services Agreement (PSA)**

For the term of **LOU #1.1 Article 67 is suspended and** no employee will be declared surplus as a direct result of contracting out.

Notwithstanding the suspension of this Article, subsection 67.6.2 still applies.

Management will provide the Society with a list of work being contracted to business organizations under 67.6.2.

### **67.1 Scope**

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

What follows is based upon the belief that there is value and benefit to the employee, the Company and the customer if:

- There is a greater involvement and therefore responsibility by employees in all aspects of the decision making process.
- There is an improved understanding as to why purchased services are used.
- Employment security and career opportunities are enhanced by a productive, healthy and cost effective organization.
- We collectively strive for excellence by continuously improving whatever we do and by fully utilizing the capabilities of all employees.
- The Society and Management work together and act responsibly balancing the interests of the customer, the Company and the employee in decisions relating to the use of purchased services.

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

### **67.2 Assignment of Work**

#### **67.2.1 Philosophy**

It is the Company's intent to use Society represented staff to perform most of its work where they are able to perform it well and effectively. Furthermore, the Company will strive to provide regular staff with stability of employment.

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

### **67.2.2 Principles**

The following principles apply to the relationship between the Company and The Society with respect to the work performed by Society represented staff.

- a) We will within NWMO have all work conducted as effectively as possible.
- b) We will measure the effectiveness of all work by its impact on staff, on the business, on the environment and by its ultimate impact on our customers.
- c) We will do most work with Society represented employees if they can perform it well and effectively.
- d) We will determine when work is to be done by non-Society represented staff through a joint decision making process and the results of these decisions will be a joint responsibility.
- e) We will use the enhanced surplus staff agreement for employees who are surplus as a result of contracting the work they normally would have performed.
- f) We will use a team and consensus approach when making decisions and any issues arising will be resolved internally, where possible.
- g) We will consult and make timely decisions consistent with the need to get work done.
- h) We will develop, implement and continue a joint process of communications and education.
- i) We will achieve consistency through the use of these principles versus policy and procedure.

### **67.3 Decision Process**

#### **67.3.1 Responsibility for Decisions**

The persons who are responsible for applying the decision process, including making timely decisions and taking responsibility for them are the Company representative with the appropriate decision authority and The Society representative designated by The Society. It is recognized that a given decision may require the involvement of more than these two persons.

**67.3.2 Opportunity**

The parties recognize that work may be done more effectively internally or externally. Opportunities for the application of this Article to new or existing work can be initiated by Management and/or The Society. It is intended that joint discussion should commence as soon as possible and before detailed definition of the need to have new or existing work done by purchased services.

**67.3.3 Definition of Need**

The parties will consider what work must be done and why and include such dimensions as:

- when it must commence and the duration of the work;
- the quantity of resources required;
- the quality of the results;
- the skills required and their availability internally and externally; 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, and
- impact on environment will be assessed.

**67.3.6** Decisions to use purchased services will be made on a consensus basis. Both parties must consider all the relevant criteria with the mutual goal of selecting the most effective option. When appropriate, consideration should be given to developing implementation plans.

The parties agree that disputes arising out of this process must be resolved internally, where possible. Where the parties cannot reach agreement, the parties will apply the dispute resolution process set out in 67.4.

#### **67.4 Dispute Resolution Process**

##### **67.4.1 Joint Resolution Committee (JRC)**

The purpose of this Joint Committee is to resolve disagreements or disputes between the parties on a consensus basis in a timely and expeditious manner. In its deliberations, the JRC will consider the factors in items 67.1, 67.2 and 67.3.

Prior to a meeting of the JRC, the Company will provide The Society with the following information related to the proposed purchased service.

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

##### **67.4.2 Membership**

The membership of the JRC shall be as follows:

- (a) William Kaplan shall act as Chairperson of the JRC and as a facilitator/arbitrator. The Chairperson shall assist the parties to resolve all issues of application and interpretation of this

Article with the power and authority of an arbitrator under the **Canada Labour Code** 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 effect to his/her decision(s) and to deal with any consequences his/her decision(s) might have in the workplace.
- (d) Where either party wishes to proceed with a Purchased Services discussion, the parties will endeavour to complete discussion within 10 days of notice to The Society in the prescribed form and that full resolution, including review by the JRC, will occur within 30 days of notification.
- (e) Where the Company proceeds unilaterally on the basis that an emergency exists, The Society may request that the JRC and/or the facilitator/arbitrator review the matter, provided that a request for review is made within 3 days of receipt of the information as per 67.4.1 above. If the facilitator/arbitrator determines that an emergency did not exist he/she may impose such remedy as may be appropriate in the circumstances.
- (f) The Society will not be prejudiced in any subsequent case by a particular purchase of services. Similarly, the Company will not be prejudiced by any decision not to purchase services.

**67.4.3** It is understood that emergencies are in a different category. In the case of an emergency, the joint decision provisions of this Article need not be applied. The Company will notify The Society as soon as it has determined that an emergency exists and that it will proceed unilaterally. The JRC and/or the facilitator/arbitrator may review the decisions made by the Company that an emergency existed.

## **67.5 Structure**

### **67.5.1 Joint Society Management Committee (JSMC)**

The JSMC 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 JSMC in achieving its mandate relative to the use of purchased services. It will be responsible for developing and delivering training and awareness programs and ongoing measurement of the process and results.

#### **67.6 Application**

- 67.6.1** The parties will jointly develop implementation plans for approval by the senior management of the Company and The Society. These implementation plans will include a plan for training employees involved in the decision process.
- 67.6.2** Where a service is obtained for the NWMO bargaining unit from a business which has Society-represented employees who are providing the service, The Society will agree to waive the application of Article 67 (Purchased Services Agreement – PSA) provided that such purchased service does not directly result in a surplus of Society-represented staff in NWMO. Article 67 shall be applied in the service provider bargaining unit or business where the service provider wishes to purchase external services in order to provide service to another NWMO bargaining unit.
- 67.6.3** NWMO and The Society agree to consider waivers of Article 67 for those organizations, partnerships and service providers who will in the long term enhance NWMO competitiveness through cost reductions and productivity improvements.

### **68 Hours of Work**

- 68.1** The Salary Schedule **01** applies to 35 hours of work per week, with regular scheduled hours between 35 and 39 hours per week paid on a prorated basis. Schedule **02** applies to 40 hours of work per week.

Schedules **01** and **02** shall be treated as lateral pay schedules for the purpose of movement of employees between these two schedules under the Collective Agreement when considering two positions at the same salary band/step.

- 68.2** NWMO will comply with legislative requirements regarding hours of work.

**68.3 Reduction of Hours of Work**

An employee who is selected to a vacancy having less hours than their present position, or the standard hours of their present position are reduced by management, shall have their hours of work reduced in accordance with article 64.26.2.

**69 DELETED****70 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 NWMO, 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:

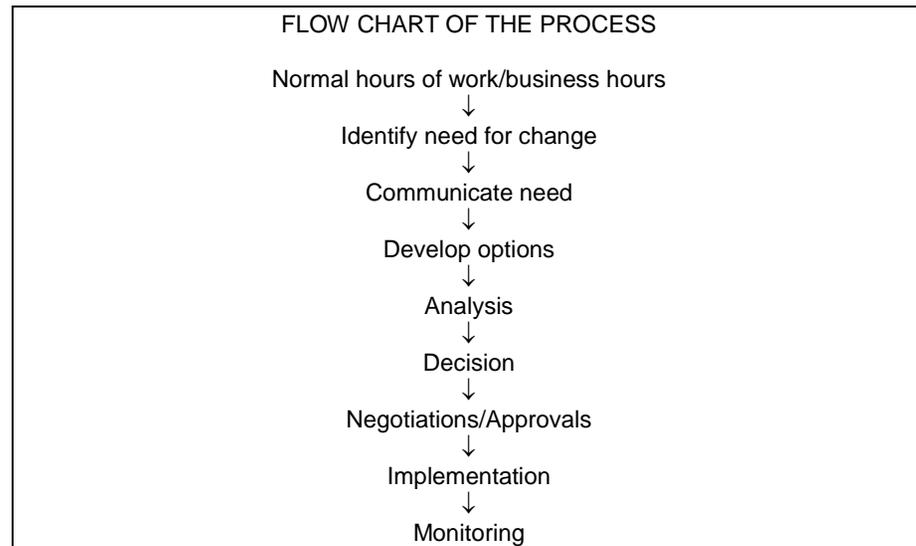
- for 35 hour/week staff - Monday through Friday, 7 hours per day; and
- for 40 hour/week staff - 8 hours per day, Monday through Friday.

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.



#### **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, Letters of Understanding 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 Reduced Hours of Work (RHOW) Arrangements**

### **71.1 Principles**

- 71.1.1** Employees working RHOW are regular employees and have equal access to all NWMO policies and agreements (e.g. employment continuity).
- 71.1.2** The RHOW arrangement must be mutually beneficial and acceptable to both the employee(s) and to NWMO.
- 71.1.3** The benefit entitlement will be prorated, wherever possible and appropriate.

### **71.2 Definitions**

A "REDUCED HOURS OF WORK (RHOW) AGREEMENT" is a formal arrangement which individual employees can enter into with Management to perform work over a period of time by working less than the base hours for a full-time position. A RHOW agreement could apply to one individual or two or more in a job sharing arrangement.

"WORK UNIT" is an organizational grouping of employees and may be as small as a crew or as large as a Business Unit.

"BASE HOURS" are used to establish the rate for a full-time position; such as 35, 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; (c) have access to the Employment Continuity Article.

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

ECD will be manually adjusted at the beginning of each year, to reflect the normal (scheduled reduced) hours worked in the previous year while on Reduced Hours, or at such intervals as may be necessary, to reflect the equivalent full years worked. ECD will not be adjusted for sick leave purposes.

##### **71.4.3 Vacation Credit Date (VCD)**

The VCD will not be adjusted. It will reflect calendar years. This date affects vacation bonus entitlement for all eligible staff and includes all **NWMO** service regardless of breaks. It may be different from the ECD.

##### **71.4.4 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.

#### **71.4.5 Pension Plan**

##### **71.4.5.1 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

##### **71.4.5.2 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 7% of the base earnings ( $7/100 \times \$45,000 = \$3150$ )

Calculate proportional Pension Plan contributions (\$3,150) ( $20/35 \times \$3,150 = \$1,800$ ).

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.

#### **71.4.5.3 Pension Calculation**

The following is an example of how the pension of an employee in a Reduced Hours of Work arrangement would be calculated. Assume an employee has the following years of employment: 20 years full-time, followed by 5 years of 50% part-time, and then 10 years full-time.

For pension eligibility purposes the employee has 35 years' service, i.e.  $20 + 5 + 10$  to calculate the amount of pension to be received the part-time years are pro-rated.

$20 + 5/2 + 10 = 32.5$  years pensionable service  
 $30 + 5/2 \times 2\% = 65\%$  pension.

If the reduced hours years were the last five years, i.e. 30 years full-time + 5 last years at 50% part-time, the part-time earnings would be annualized as follows, assuming the part-time earnings are \$25,000 or 50% of the yearly rate of \$50,000 for the last three years of employment.

The calculation is as follows:

$(30 + 5/2) \times 2\% = 65\%$  pension  
 annualized pension is  $\$50,000 \times 65\% = \$32,500/\text{year}$ .

**71.4.6 Life Insurance**

Coverage is dependent upon being a member of the Pension Plan and Insurance Plan. The basic insurance (2 times salary) plus any additional term insurance will be prorated in accordance with the prorating of wages above.

**71.4.7 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 NWMO 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.

**71.4.8 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.

**71.4.9 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.

**71.4.10 Accident Insurance**

Employees are eligible for 100% benefit.

**71.4.11 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	9
5	10

The pay on a statutory holiday will be equal to the pay for the average daily hours of the RHOW employee. For example:

An employee works 4 days per week @ 5 hours per day. In accordance with the entitlement table above the employee is entitled to 8 statutory holidays per year. Payment for each statutory holiday will be for 5 hours since that is the average of the 4 days per week the employee works.

**71.4.12 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.

**71.4.13 Vacation**

A. Less than 1 year - 4% of accumulated wages.

B. For one year, or more:

Vacation entitlement will be based on calendar years (i.e. VCD). The entitlement in any given year will be prorated based on the average number of days worked per week and the actual payment for those days will be based on the average number of hours worked per day.

*Example - (a)*

A regular full-time employee who commences RHOW on January 1 and who otherwise would be entitled to 20 days' vacation, contracts to work 3 days per week at 7 hours per day (21 hours per week), for the full vacation year, while the remainder of the work unit works 35. The vacation entitlement will then be:

$20 \times 3/5 = 12$  scheduled days off.

The payment on each of the 12 days would be for 7 hours pay since that is the average number of hours the employee works per day. Therefore the total pay will be 12 days @ 7 hours pay = 84 hours pay.

*Example (b)*

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

$20 \times 5/5 = 20$  scheduled days off

The payment for each day would be for 4 hours since that is the average number of hours the employee works per day. Therefore the total pay will be 20 days x 4 hours pay = 80 hours pay.

**71.4.14 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.

**71.4.15 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.

**71.4.16 Unemployment Insurance Contributions**

This is based on gross earnings (which includes overtime premiums, shift differential, etc.).

**71.4.17 Canada Pension Plan (CPP)**

CPP contributions are based on gross earnings.

**71.4.18 Workers' Compensation Benefits**

Entitled to 90% of normal weekly net earnings, plus a supplementary grant (total is 100% of normal weekly net earnings).

**71.5 Termination of the RHOW Agreement**

The initial period of a RHOW arrangement will be considered to be a trial period. The length of the trial period is to be determined by the parties but will not normally be longer than 1 year. If problems are encountered during this period, the employee(s) and the supervisor will attempt to find a solution(s). In the event that these efforts are not successful the RHOW arrangement can be cancelled by either party with 30 days' notice.

After the trial period, situations may arise where the RHOW is no longer working or the workload has increased or decreased. In such situations alternate arrangements can be tried. These could include offering additional hours/days (if there is some) to the RHOW employee, or advertising another RHOW arrangement to make up any difference.

In situations where the workload increases, the employee working the reduced hours will have the first option of working the additional hours. The employee could choose not to work the additional hours. If satisfactory alternative arrangements are not found, Article 64 will be applied.

An employee who wishes to terminate the arrangement has the same rights to vacancies as full-time employees. If unsuccessful in obtaining another position or in negotiating a new arrangement with Management, and the employee terminates the arrangements, the employee will be considered to have resigned from **NWMO**.

**(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 **NWMO**.

1. Hours of work: \_\_\_\_\_ days ( \_\_\_\_\_ hours) per week, \_\_\_\_\_ hours per day.
2. Salary: Weekly salary will be \$ \_\_\_\_\_ per week based on scheduled reduced hours of per week at Schedule \_\_\_\_\_ Grade \_\_\_\_\_.
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 **NWMO** 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 DELETED**

**73 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 NWMO 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 not be declared surplus while participating in a work sharing arrangement. This section will be suspended during the operation of Article 64.

#### **74 DELETED**

#### **75 Teleworking**

##### **75.1 Definition of Teleworking:**

Telework refers to an NWMO employee who:

- Is working out of an office in his/her home;
- Does not normally have another office at NWMO;
- Is not working at home on an occasional or casual basis.

##### **75.2 Collective Agreement Standards:**

Where NWMO 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 NWMO, The Society and the employee;
- c) Teleworkers will not be required to meet with customers or other NWMO 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) NWMO will provide appropriate health & safety advice and guidance to the teleworker;
- g) NWMO will provide appropriate business and personal security advice to the teleworker;
- h) NWMO shall provide all furnishings/equipment it deems necessary to meet job expectations;
- i) NWMO 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) NWMO 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 Direct Deposit**

- 76.1** Employees will be paid bi-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.

## **77 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 The Provision of French Language Services**

This Article provides the terms and conditions under which NWMO complies with the French language Services Act (RSO 1986) as it applies to employees in the bargaining unit.

### **78.1 Designated Positions**

NWMO will designate positions that require French language capability, to the extent required by the Act. NWMO 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, NWMO Human Resources. Labour Relations, NWMO 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**

NWMO 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, NWMO 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**

NWMO 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 DELETED****80 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 NWMO for issue to employees.
- 80.2** 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.
- 80.3** 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.
- 80.4** All clothing issued by NWMO will remain the property of NWMO. Employees may be required to replace item(s) lost or destroyed as a result of their own carelessness.
- 80.5** **Staff will be reimbursed for the cost of safety boots/shoes to a maximum of \$150 every two (2) years where such footwear is required by NWMO.**

**An employee shall be permitted to request early replacement of his or her footwear, up to the limits set forth above, where the employee's immediate supervisor agrees that there was defective material or workmanship, or accelerated wear which occurred through no fault of the employee.**

- 80.6** 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 NWMO work.

**81 Payment for Use of Personal Vehicle**

- 81.1** Where an employee is authorized to use his/her personal vehicle for NWMO related business/travel, the rate of reimbursement will be based on

the Private Transportation Component of the Canadian CPI as reported by Statistics Canada, **on a monthly basis.**

- 81.2** Future increases of one cent/km will occur with each additional 10% increase in the Private Transportation Index - 1986 = 100. A decline in the Index below a previously surpassed trigger point for two or more consecutive months will result in a reduction by the appropriate amount of the rate paid.

If the NWMO business/travel involves the hauling of household trailers, an additional \$0.09/km will be paid. For the hauling of smaller trailers (Camper, Ski-doo, boat etc.), the amount will be \$0.03/km. The above rates will apply on a province-wide basis.

- 81.3** By virtue of receiving the above kilometre rates, the employee is responsible for any expenses incurred involving his/her vehicle while on NWMO business. This would include such items as insurance premiums, license 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 Bush Fire Fighting and Volunteer Fire Brigades**

- 82.1** Employees who are conscripted by the Ministry of Natural Resources for bush fire fighting or employees who participate in local Fire Brigades may be granted time off work with pay subject to the following conditions:

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

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

### **82.1.2 Temporary Employees - Bush Fighting**

Temporary employees will have their normal base pay maintained for a maximum of five working days or to the end of the intended employment period, whichever comes first. If the fire fighting period extends beyond five working days, the employee will be placed on an unpaid leave of absence until he/she returns to work, or to the end of the originally intended employment period.

### **82.1.3 Volunteer Fire Brigades**

Employees who are registered volunteer fire fighters may be granted leave of absence with pay if called to service while at work.

**83 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 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 NWMO 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 Extramural Training**

In order to enhance a regular employee's job performance now, or in the future, NWMO may provide financial support for external training activities consistent with **NWMO policy**, subject to the following conditions:

Reasonable costs for the purpose of this Article are defined as registration/tuition fees and costs for textbooks.

- 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 NWMO.

- 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 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.

<b>PART XIV - ADMINISTRATION</b>
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<b>87 Representation on NWMO Committees</b>
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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 2.3** (Supervisory Employees - Code of Ethics), Management will endeavour to appoint its representatives having regard to The Society's interests in effective representation.

<b>88 DELETED</b>
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<b>89 Tripartite Agreement on Joint Health and Safety Committees</b>
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NWMO and The Society agree to adhere to the Tripartite Agreement below:

**TRIPARTITE AGREEMENT ON JOINT HEALTH AND SAFETY COMMITTEES**

PRINCIPLES OF AGREEMENT between the employer, the Power Workers Union and The Society concerning the establishment or modification of Joint Health and Safety Committees to meet the requirements and intent of The Occupational Health and Safety Act, as amended by Bill 208.

**1. SIZE AND COMPOSITION OF JOINT HEALTH AND SAFETY COMMITTEES**

That the size of JHSCs will be determined through discussions and agreement between the three parties.

That the PWU and The Society shall comprise a minimum of 75% of the JHSC membership with the relative percentage of PWU and Society JHSC members being determined by these two parties based on criteria including but not limited to representation by population and historical make-up. Neither union shall have less than 25% of the total number of Committee representatives nor more than 50%. Disputes regarding numbers shall be referred to the Executive level of the PWU and Society for resolution and if agreement is not reached, to an arbitrator mutually agreed upon by the parties for binding resolution.

That Management's Committee representatives will be from outside of PWU and Society jurisdiction.

That the status, rights and treatment of all representatives on the JHSCs will be equal.

That the meetings of the JHSC will be chaired on a rotating basis by the Co-Chair of each party represented on the committee.

## 2. TRAINING AND CERTIFICATION

That all JHSC members will be trained and certified. Training and certification will be jointly determined and in accordance with legal requirements and the PWU and Society Authority to Stop Work Agreements, with the costs to be borne by the employer.

## 3. POLICY COMMITTEE (NON-LEGISLATED)

That a corporate-level Health and Safety Policy Committee shall be established to participate in the formation and evaluation of health and safety strategy and policy, to resolve policy-level issues impacting on tripartite health and safety initiatives including the Work Protection Code and Corporate Safety Rules

That the Policy Committee be comprised of an equal number of senior representatives from The Society, the PWU and Management.

That the parties will each select their respective committee members.

That the Policy Committee shall meet at least once per quarter.

That the employer shall provide the resources and training that the Policy Committee deems necessary with costs to be borne by the employer. Training development and delivery will be jointly determined.

That the Policy Committee shall receive a formal response to its input to policies/programming within 30 days.

## 4. ANNUAL EXPERIENCE REVIEW

That each year, upon request by any one of the parties to this Agreement, an experience review be undertaken by the parties of the benefits and difficulties of implementation of the Agreement and the impacts of organizational changes.

## 5. AMENDMENTS TO THE AGREEMENT

Amendments to the Agreement may be made at any time by the parties with mutual agreement in writing. If mutual agreement cannot be reached, the parties will refer to an arbitrator, mutually agreed upon by the parties, for binding resolution.

**90 Authority to Stop Work****90.1 Authority to Stop Work**

- 90.1.1 Where a workplace is unsafe, a certified worker and management member of the local Joint Health and Safety Committee (JHSC) can jointly prevent the start of the work or stop the work.
- 90.1.2 Where there is a disagreement between the certified worker 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.
- 90.1.3 Where **danger** exists, **as defined in s. 122 of the Canada Labour Code**, a certified worker or management member of the local JHSC can stop the work. After calling the work stoppage the certified worker 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.
- 90.1.4 In cases where the JHSC cannot resolve issues arising from 2 or 3 above, the **health and safety officer under Part II of the Canada Labour Code** shall be called in for resolution. Where necessary, the **health and safety officer** may call the Canadian Nuclear Safety Commission (CNSC).

**90.2 Training/Certification**

- 90.2.1 The Joint Health and Safety Working Committee shall fully participate in and approve the development of any specialized training program for all members of the Joint Health and Safety Committees (JHSCs).
- 90.2.2 The Joint Health and Safety Working Committee shall fully participate in and approve the development, implementation and administration of testing and re-testing standards for all members of the JHSCs.
- 90.2.3 The Joint Health and Safety Working Committee shall fully participate in and approve the establishment of a specific Training/Certification program for members of the JHSCs.
- 90.2.4 The Joint Health and Safety Advisory Working Committee shall fully participate in and approve the development, implementation and administration of testing and re-testing standards for accrediting JHSC members into the Certification program. Such standards shall be equal to or greater than those established by regulatory standards.

**90.3 Responsibility and Accountability**

There shall be a shared responsibility and accountability by the unions and Management for the actions of the certified members of the JHSCs.

#### **90.4 Compensation and Discipline**

It is understood that employees directly or indirectly affected by the application of this policy will not suffer any loss of wages or disciplinary action.

#### **90.5 Decertification**

Should a certified member fail to act in good faith, the 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 at the Joint Health and Safety Working Committee, the issue shall be taken to the Tripartite Health and Safety Policy Committee for resolution.

#### **90.6 Assessment**

The Tripartite Health and Safety Policy Committee shall authorize the assessment of the effectiveness of this agreement from time to time.

### **91 Deleted**

### **92 Joint Health and Safety Committees**

**92.1** The employer will provide a Joint Policy Committee in which Society representatives are able to address the health and safety concerns of employees with Management of various levels.

**92.2** All Society-represented employees are entitled to representation on joint health and safety committees and to associated training.

**92.3** There are to be three levels of representation:

- NWMO/Board level (JSMC)
- 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 NWMO 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 NWMO significance in employee health and safety policy and practice.

Participate in the development, promotion and implementation of NWMO health and safety programs.

Meet the provisions of 90.5, 90.8 and 90.9.<sup>7</sup>

The Committee will meet quarterly or as mutually agreed.

NWMO 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 JSMC on employee health and wellness.

**92.5 Employee Family Assistance Program (EFAP)**

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<sup>7</sup> These references are now 90.2, 90.5 and 90.6 respectively

The Society will have input into management's review of EFAP programs.

**92.6** NWMO 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.

**92.7** It is understood that Health and Safety representatives will be afforded the necessary time to perform duties in accordance with **Part II of the Canada Labour Code**, Letters of Understanding and all other relevant documents which may or may not form part of the collective agreement (such as Tripartite Agreements and Corporate Policies) without loss of wages.

Absence from work due to the representative's involvement should not negatively impact on his/her performance appraisal.

**92.8 Incident Rating**

i) The union representatives on the Joint Health and Safety Committee shall be provided with the opportunity for input into incident Maximum Reasonable Potential for Harm (MRPH) ratings.

ii) Where the rating of an incident is in dispute, line management or Joint Health and Safety Committee members can seek timely resolution of the dispute through adjudication by the Director, Corporate Safety.

**92.9 Incident Investigation**

All incidents shall be investigated. Whenever a team is appointed to investigate an incident, the affected bargaining units shall be invited to participate on the investigation team, and shall select their representative.

**93 Joint Society-Management Committee (JSMC)**

Negotiations between NWMO and The Society shall take place through a Joint Society-Management Committee (JSMC) 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. This Committee shall meet quarterly unless otherwise agreed to by the parties. **The parties will discuss any changes to the organization and realignments as necessary.**

**94 DELETED****95 Publication of Collective Agreement**

All Society-represented staff should have personal access to a copy of the Collective Agreement. The preferred method is to provide access to this Agreement via an electronic basis such as Intranet. Where there is no access to Intranet the document could be distributed via disc.

NWMO agrees to print sufficient copies for distribution to all elected Society representatives and to those employees without access to computer technology. The cost of printing the copies that are required (to be determined by joint agreement) will be shared on the following basis: 75% NWMO; 25% (Society).

**96 Use of NWMO Computer Facilities**

- 96.1** The Society may make use of any of the services provided by Information Systems Group to NWMO line units.
- 96.2** The Society will be treated identically to NWMO line with respect to service standards, procedures and support.
- 96.3** The price charged for the service will be the published rates of the Computer Centre plus the charge for administration, referred to as General Overhead which may change.
- 96.4** Information regarding these services, e.g., technical support, manuals, billing structure, training, etc., may be obtained from the ISG.
- 96.5** The Society will seek approval from the appropriate authorities prior to accessing or attempting to access any line units application programs or data. Any infringement of this condition by a Society member will be grounds for cancellation of this Article.
- 96.6** The services provided under this Article are to be used only for the purposes of assisting in the conduct of normal Society business and for provisions of service to its members.
- 96.7** Society data and programs may be protected from access by others by taking advantage of existing password mechanisms. It is The Society's responsibility to make arrangements to utilize such mechanisms.

## **97 Status of Certain Corporate Policies and Procedures**

**97.1** NWMO will not terminate or alter the terms of the OPG policies and procedures listed below without the agreement of The Society during the term of this Agreement. Prior to December 31, 2000, the parties will review the language of these policies and procedures for possible inclusion in the Collective Agreement.

**97.2** The following policies and procedures are subject to the grievance/arbitration provision of the Collective Agreement (Article 16).

The corresponding Human Resources Policies and Procedures reference and policy date are given in parentheses.

- a) Personal Accident Insurance Plan (03-05-01, December 1988)
- b) Remembrance Day (02-02-01, p.5, May 1981)
- c) World Class Sports Events (02-03-13, May 1979)
- d) Educational Leave (02-03-02, October 1982)
- e) Annual Training - Reserve Forces (02-03-10, August 1991)
- f) Report and Recommendations of Total Compensation Team (October 1992)
- g) Self-funded Sabbaticals (08-02-03, October 1987)

## **98 Code of Conduct**

Where NWMO develops a Code of Conduct, it shall make reasonable efforts to apprise The Society and employees of the contents thereof prior to implementing the same.

## **99 Letters of Understanding**

**99.1** Letters of Understanding will form part of this Collective Agreement. Letters of Understanding are found in Part XVI.

### **99.2 Letter of Understanding**

#### **99.2.1 Intent**

A Letter of Understanding may serve the following purposes:

- amend or add to the current provisions of the Agreement;
- elaborate/clarify the intentions of a provision of the Collective Agreement;
- establish provisions for issues not covered by the Agreement.

**99.2.2 Grievance/Arbitration**

Letters of Understanding are subject to the same grievance and arbitration provisions as are other items in the Collective Agreement.

**99.2.3 Approval**

Letters of Understanding must bear the signatures of both the Co-Chairs of the JSMC or their designates.

**99.2.4 Duration**

The parties agree that, for the most part, Letters of Understanding should contain "sunset clauses". In those cases where such a clause has not been put into a Letter of Understanding, The Society and NWMO 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.).

**99.4 Note to Letters of Understanding**

NWMO and The Society have not amended all Letters of Understanding to reflect the change to NWMO. It is agreed that the commitments, terms and conditions in these Letters of Understanding will be binding on NWMO in the same manner as they were applied to Ontario Hydro and OPG, to the extent that they are applicable to NWMO.

**100 DELETED**

**101 Note to Part XV - Appendices**

NWMO and The Society have not amended all the Appendices in Part XV to reflect the change to NWMO. In particular, the Appendices dealing with the Voluntary Recognition Agreement and subsequent amendments are historic documents and, therefore, references to "Ontario Hydro" have been maintained. It is agreed, however, that the commitments, terms and conditions in these Appendices shall apply to NWMO in the same manner as they were applied to Ontario Hydro and OPG, to the extent that they are applicable to NWMO.

**102 DELETED**

**103 Change of Employer Transition Provisions**

On or after January 1, 2005, any employee who is made subject to a "Change of Employer" under Article 64 Part C and who is a successful applicant to a position in NWMO within three years of being transferred to the new employer shall be entitled to restoration of the following:

Sick Leave Credits and entitlement to LTD (under their previous Sick Leave/LTD plan);  
Restoration of ECD and SRD and all entitlements which are linked to service credits except as noted below;

Restoration will be based on the value or length of service as of the date of transfer to the new employer, plus service and sick leave credits accrued with the new employer. For further clarity, the total of such service and credits would not exceed the amount the employee would have if they had remained with NWMO.

The employee's EEV, if any, shall be based on their original date of hire with NWMO. Furthermore, the employee will not be required to serve a probationary period.

Pension transferability will be governed by Reciprocal Pension transfer agreements, if any.

**104 DELETED**

**105 DELETED**

**106 DELETED**

**107 DELETED**

**PART XV - APPENDICES****Appendix I - Re: Utilization and Advancement of Professional Engineers and Scientists**

OPG and The Society agree the following principles will govern the utilization and advancement of professional engineers and scientists in OPG.

- 1.0** The terms "professional engineers" and "scientists" shall include the employees' categories identified in Attachment A.
- 2.0** The MP2/FMP12 level of work shall normally be considered as a developmental stage for professional engineers and scientists performing engineering or scientific work.
- 3.0** The MP4/FMP14 level of work shall be considered as the "normal expectancy" level for fully qualified and competent engineers, or scientists in OPG. MP3/FMP13 may continue to be a "journey person" level for engineers and scientists in some areas of activity.
- 4.0** Every effort should be made to provide professional engineers and scientists with an opportunity for advancement to MP4/FMP14, when they are capable of performing work at this level and such work is available.
- 5.0** Where an individual has demonstrated the willingness and capability to advance, and where advancement is impeded by lack of opportunity in the work area, every effort should be made to assist the individual in career advancement. This could include specific action steps such as training, job transfers, and rotations which will provide greater promotional opportunity.
- 6.0** Greater emphasis is required on the screening of professional staff at an early stage in their careers for both their potential capability to perform work at the MP4/FMP14 level and their suitability for further employment in OPG.

(signed by W.G. Morison for Management and F.R. Greenholtz for The Society, February 27, 1984 – **revised in 2006-2010 Collective Agreement**)

<b>ATTACHMENT A</b>
---------------------

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 PROFESSIONAL ENGINEERS OF THE PROVINCE OF ONTARIO  
(PEO) SALARY SURVEY**

It is agreed that the method of input to the **PEO** 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 **NWMO** 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 PEO.

**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**

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.

**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, MP5.

**2.5 Level E**

Engineers in jobs classified as MP6.

**3.0 Annual Relative Standing**

**NWMO** data will be excluded from the PEO survey data when making comparisons of **NWMO's** position relative to the community.

**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 JSMC 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;
  - c) determine the schedule for main committee negotiating meetings;
  - d) select a mediator-arbitrator and determine the dates for mediation-arbitration;
  - e) receive progress reports on items under (1) above.
3. By August 1, the parties will, if required:
  - 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 JSMC).
5. Main committee negotiations will begin no later than October 15.
6. Main committee negotiations will conclude no later than December 1.
7. Mediation meetings with the mediator-arbitrator, if necessary, will conclude no later than December 15, unless further meetings are required to address issues which arise in the course of drafting contract language or if a tentative settlement fails ratification.
8. If necessary, an Arbitration Hearing will be conducted prior to January 31, in the year after the Agreement expires.

**Appendix VIII - Re: Amendment to the Voluntary Recognition Agreement (VRA)**

In light of major changes that have occurred since the Voluntary Recognition Agreement (VRA) came into effect on January 14, 1992, including significant Corporate restructuring, the parties' agreement to conduct a joint internal relativity project, and the need to clarify The Society's historical jurisdiction, The Society and OPG 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 - **revised in 2006-2010 Collective Agreement**)

### Appendix IX - Re: Article 2 - Recognition Clause

OPG and The Society confirm the following understanding with respect to their agreement to amend Article 2 ("Recognition Clause") of their Collective Agreement:

1. The parties agree that the Voluntary Recognition Agreement (Attachment A), subsequent amendments to the VRA and correspondence between the parties concerning jurisdictional matters will be admissible in the event of any future interpretation disputes concerning The Society's recognition clause.
2. The parties agree that the intent of these amendments is to clarify The Society's historic jurisdiction as the exclusive bargaining representative for the broad mix of professional and supervisory employees that comprise the M&P/FM&P and TMS/TS/OSS/SEI salary classifications on salary schedules 01, 02, 03, 04, 05, 06, 07, 08, 09, 13 and 18 except where such persons are performing managerial functions or are employed in a confidential capacity. As such, these amendments constitute a reconfirmation by OPG 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 OPG 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 OPG 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 2.2.2** includes, but is not limited to, positions listed in Addendum B, and other similar positions created in the future.

(signed by B.R. Story and C.B. Cragg - October 4, 1994) - **Revised in 2006-2010 Collective Agreement**

**ADDENDUM B**

<b>Occupation Code</b>	<b>Job Title</b>	<b>Salary Schedule</b>	<b>Salary Grade</b>
748042	Vault Officer	01	01
748836	Recruitment and Training Officer	01	01
739055	Organization and Systems Analyst	01	01
748105	Recruitment and Training Officer	01	01
752215	International Project Administrator	01	01
741051	Co-ordinator - Area Office Practices	01	02
719010	LAN Administrator	01	02
741050	Co-ordinator - Customer Service Practices	01	02
748252	Assistant Training Officer	01	02
734075	Business Systems Analyst	01	02
753063	Trade Development Officer	01	02
741845	Transportation Field Co-ordinator	01	02
753847	Material Systems Officer	01	02
734080	Information Systems Support Analyst	01	02
739008	Regional Office LAN Administrator	01	02
623013	Materials and Procurement Services Officer	01	02
730844	Facilities and Services Analyst	01	02
759090	Team Leader - Transportation Planning	01	02
753860	Administrative Services Officer	01	02
752046	Business Planning Co-ordinator	01	02
729051	Transportation of Dangerous Goods Specialist	01	02
719009	LAN Administrator	01	02
734078	Information Systems Specialist	01	02
734079	Office Systems Analyst	01	02
748867	Business Systems and Training Officer	01	02
748850	Emergency Preparedness Officer	01	02
741817	Service Co-ordinator - Kipling Complex	01	03
741072	Co-ordinator - Lines Work Methods	01	03
729056	Building Maintenance Officer	01	03
748865	Field Training Officer	01	03
753403	Senior Employment Officer - Nuclear Operations	01	03
710007	Digital Mapping Co-ordinator	01	03
759026	Training Officer	01	03
741828	Operating & Maintenance Projects Co-ordinator	01	03
741827	Service Co-ordinator	01	03
729043	Building & Facilities Disposal Officer	01	04
741841	Production Co-ordinator	01	04
729014	Maintenance Specialist – Mechanical	01	04

**ATTACHMENT A****VOLUNTARY RECOGNITION AGREEMENT**

This Agreement including the accompanying Framework Agreement, included as Schedule A, resolves all issues raised during proceedings at the Ontario Labour Relations Board, regarding The Society's Applications for Certification (dated November 5, 1986 and October 2, 1990) or otherwise arising as to the status of the Master Agreement as a Collective Agreement before such Board or the Courts. This Voluntary Recognition Agreement is entered pursuant to the Ontario Labour Relations Act and is acknowledged to be enforceable pursuant to that Act. The parties agree that the Memorandum of Agreement, June 19, 1991, known as the Letter of Understanding, is no longer in force or effect.

**1.0 Recognition Clause**

Pursuant to section 16(3) of the Ontario Labour Relations Act, Ontario Hydro agrees to recognize The Society as the exclusive bargaining agent for the "employees" defined as follows:

"All employees employed by Ontario Hydro in the Province of Ontario as supervisors, professional engineers, engineers-in-training, scientists, professional, administrative and associated employees save and except:

- a) those persons included on the Executive Salary Roll and above;
- b) employees in bargaining units for which any trade union holds bargaining rights as of the signing of this Agreement;
- c) those persons who perform managerial functions as distinct from supervisory functions. An employee is performing managerial functions if:
  - i) she/he performs managerial functions such as hiring, promotion, performance increase, discharge, etc. over other employees in the bargaining unit and;
    - she/he is required to spend the majority of his/her time performing managerial duties and;
    - she/he supervises at least seven (7) employees (directly or indirectly) on a regular and continuous basis.
  - ii) she/he supervises employees who are excluded from The Society under (c) (i), (d), (e) or (f);
- d) employees who are primarily employed in a confidential capacity affecting the terms and conditions of employment for Ontario Hydro staff;

- e) employees whose full-time duties are security work;
- f) employees who are members of a profession entitled to practice in Ontario and who are employed in a professional capacity where the Ontario Labour Relations Act excludes such persons from coming under the Act by virtue of their profession.”

## **2.0 Clarity Notes**

For the purposes of clarity, the bargaining unit set out above:

### **2.1 Includes:**

- a) All regular, probationary, part-time and temporary employees whose functions are included in the classifications paid from Salary Schedules 01, 02, 04, 05, 07, 08, 09, and 18; and
- b) All employees paid from Salary Schedule 13 (Nurses), Salary Schedule 03 (System Control Operators) and Salary Schedule 06 (Helicopter Operator Supervisors), except employees excluded by virtue of 1.0 of this Agreement, will be entitled to vote to determine if they wish to be represented by The Society. If the majority of eligible employees voting on any schedule vote in favour of being represented by The Society, eligible employees on that schedule will be represented by The Society. The vote will be conducted by The Society and Ontario Hydro by secret ballot.

### **2.2 Excludes employees in accordance with 1.0 (c) above as follows:**

- a) M&P (Schedule 01) - in salary classification MP4 (or higher) rated by the Plan A Point System of Job Evaluation January 1988 (“Plan A”), or its equivalent, carrying “Nature of Supervision” Degree 4 (or higher) or its equivalent and “Numbers Supervised” Degree 3 (or higher) or its equivalent who normally supervise other Society represented employees.
- b) FM&P (Schedule 02) - who normally supervise other FM&P employees and who normally supervise at least seven (7) employees directly or indirectly.
- c) TMS and TS (Schedules 08 and 07) - who normally supervise other TMS or TS positions and who normally supervise at least seven (7) employees directly or indirectly.
- d) OSS (Schedule 05) - who normally supervise other OSS positions and who normally supervise at least seven (7) employees directly or indirectly.

- e) Supervising Electrical Inspectors (Schedule 09) - who normally supervise other SEI positions and who normally supervise at least seven (7) employees directly or indirectly.
- f) Area Managers.

**2.3** Excludes employees in accordance with 1.0 (d) above as follows:

- a) Employees paid from Salary Schedule 01 rated under Plan A as having "Staff Responsibility" Degree 4 (or higher) or its equivalent and MP6 employees as having "Staff Responsibility" Degree 3 (or higher) or its equivalent.
- b) Employees in the Executive Office.
- c) Employees in the Office of the General Counsel and Secretary including the Law Division except Corporate Official Records Analysts.
- d) Positions currently listed in Agreement RS-1 dated October 11, 1990.
- e) Human Resource trainee positions on Schedule 04.

**3.0** The grievance and arbitration procedure may be used to challenge any unreasonable, arbitrary or bad faith action taken by Ontario Hydro which results in the exclusion of any employee or position from the bargaining unit.

**4.0 Arbitration**

**4.1** Future contract negotiations disputes shall be resolved by binding arbitration in accordance with Section 38 of the Ontario Labour Relations Act and the negotiating process for resolving such disputes shall be set out in full in the Collective Agreement.

The dispute resolution process shall be mediation-arbitration using the same individual as both the mediator and arbitrator.

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

- a) a balanced assessment of internal relativities, general economic conditions, external relativities;
- b) Ontario Hydro's need to retain, motivate and recruit qualified staff;
- c) the cost of changes and their impact on total compensation;

- d) the financial soundness of Ontario Hydro and its ability to pay.

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

- 4.2** The parties will hereby undertake to develop appropriate internal comparisons, an external community for comparison and criteria for measuring total compensation by no later than September 1, 1992 and failing such agreement either party may refer the outstanding differences to an arbitrator for a final and binding decision. This undertaking and its referral to arbitration shall be enforceable under the Arbitrations Act.

**5.0 No Strike/No Lockout**

The Collective Agreement will recognize that The Society, employees within the scope of the bargaining unit, and the Corporation are pledged to the effective and efficient operation of Ontario Hydro and that they pledge themselves, individually and collectively, to refrain from taking part in strikes, lockouts or sympathy strikes and other interference with work or production as long as the terms and conditions in section 4.0 continue.

**6.0 Supervisory Employees**

For the purposes of section 9.0, the parties agree that Supervisory positions are those that are not excluded under section 1.0 above and that satisfy the following criteria:

- a) Employees on Salary Schedule 01 who have under Plan A "Nature of Supervision" Degree 3 (or higher) or its equivalent;
- b) Employees on Schedules 07, 08, 02, 05 and 09 on condition they normally supervise other employees.

**7.0 Enforcement**

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

The arbitrator shall have all of the powers of an arbitrator pursuant to section 44 of the Ontario Labour Relations Act or the Arbitrations Act as the case may be.

Subject to the conditions of this Agreement, if a mediator or arbitrator is not appointed within 30 days of a matter being referred to mediation and/or arbitration, either The Society or Ontario Hydro shall have the right to refer the matter to the Minister of Labour or the Chief Justice of the Ontario Court of Justice and the Minister or Chief Justice shall appoint a mediator and/or arbitrator.

#### **8.0 Selection of Mediators and Arbitrators**

Mediators and arbitrators shall be selected from a list of mutually acceptable persons which are to be set out in the Collective Agreement and the costs of using them will be shared equally by Ontario Hydro and The Society.

#### **9.0 Duration**

The Agreement shall come into effect on the date of ratification and shall remain in effect thereafter except for section 4.0 and 5.0 which may be terminated by written notice by either party not less than six months prior to the expiry of the Collective Agreement in operation on January 1, 2001 or any subsequent Collective Agreement. In the event that The Society provides notice of termination of sections 4.0 and 5.0, Ontario Hydro may require that the supervisors defined in this Agreement form a separate bargaining unit for which The Society shall be recognized as the bargaining agent and for which there shall be a separate Collective Agreement. In addition, The Society shall continue to be recognized as the bargaining agent for non-supervisory staff defined in this Voluntary Recognition Agreement. Disputes on the identification of supervisors shall be submitted to a mutually-acceptable arbitrator for settlement. If the parties fail to agree to appoint an arbitrator, either party may refer the matter to the Minister of Labour or the Chief Justice who shall appoint an arbitrator. If Ontario Hydro provides notice of termination of sections 4.0 and 5.0, it shall continue to recognize The Society as representing all employees in one bargaining unit per this Voluntary Recognition Agreement and ensuing Collective Agreements.

In the event that either party desires to amend this Agreement on or after January 1, 2001, it must notify the other party in writing not less than six months prior to the expiry of the Collective Agreement in effect on January 1, 2001 or thereafter six months prior to the expiration of any subsequent Collective Agreement. In such circumstances the parties will have the right, if either party so chooses, to appoint a mutually-agreeable mediator for the purpose of reaching a settlement of the issues and where there is mutual agreement the mediator shall arbitrate outstanding matters in dispute.

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

**10.0 Federal Jurisdiction**

In the event that nuclear workers are found to be covered under the Canada Labour Code and The Society applies to represent these employees, Ontario Hydro will not oppose certification for any employee represented by The Society under this Agreement.

**11.0 Ratification**

The Society Executive recommends acceptance of this Agreement to its members and the Agreement shall become effective upon the date of ratification. Persons eligible to vote will include all employees who will be represented by The Society under this Voluntary Recognition Agreement. The vote will be conducted by secret ballot.

**12.0** Effective upon the date of ratification or as soon as reasonably practical, Ontario Hydro undertakes to make available to those employees excluded under 1.0(c) and 1.0(d) an enhanced Redress Procedure for Management Function staff, which includes the right to representation of their choice, and as a final step in the process, to binding arbitration by an external third party acceptable to the employee and to Ontario Hydro.

**13.0** Until the terms of a first Collective Agreement are reached, Ontario Hydro agrees to adhere to the terms and conditions of employment found in the existing Master Agreement, Subsidiary Agreements and Memoranda of Understanding with respect to the agreed upon bargaining unit. Applicable sections of the Manual of Human Resources Policies and Procedures will act as a supplement to the aforementioned joint documents.

**14.0** Effective the first month following the date of ratification, Ontario Hydro shall deduct dues from each employee in the unit and remit this amount to The Society forthwith.

This Agreement was arrived at with the assistance of and under the auspices of George Adams as mediator.  
[signed by C. Cragg for W. Hirst (Society) and W.S. O'Neill (Ontario Hydro),  
November 13, 1991.]

**Schedule A****Memorandum of Understanding for a Framework Agreement**

Ontario Hydro and The Society of Ontario Hydro Professional and Administrative Employees agree as part of the Voluntary Recognition Agreement to be bound by the following principles and practices and agree that the negotiation and operation of all Collective Agreements ensuing from the Voluntary Recognition Agreement will be in accordance with this memorandum unless otherwise mutually agreed.

**1.0 Society Interests vs. Corporate Interests**

The object of this Agreement is to promote harmonious relations between employer and employees consistent with the preamble of the Ontario Labour Relations Act and in recognition of the need for the successful accomplishment of the public purposes for which Ontario Hydro has been established as set forth in the Power Corporation Act and enunciated in the Corporate Direction.

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

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

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

Provided nothing in this Framework Agreement is intended to interfere with the exercise of lawful economic sanctions by any member of the bargaining unit or bargaining units as the case may be or by The Society itself should either party to the Agreement elect to terminate sections 4.0 and 5.0 of the Voluntary Recognition Agreement.

**2.0 Collective Agreement**

The Collective Agreement between the parties will include sections 1.0, 2.0, 3.0, 4.0, 5.0, 6.0, 8.0 of the Voluntary Recognition Agreement, in addition to

section 1.0 of Schedule A and the principles set out in sections 3.0 to 7.0 as noted below.

### **3.0 Supervisory Employees - Code of Ethics**

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

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

### **3.1 Grievance Procedure**

The Collective Agreement will have a grievance procedure which will recognize:

- access by either party for disputes arising from the administration of the Collective Agreement and from the application of section 1.0. If such disputes proceed to arbitration, the arbitrator will consider the principles contained in section 1.0;
- the role of supervisors in resolving disputes before they reach the formal procedure;
- that The Society agrees not to discriminate against supervisors who represent Management in Society grievances;
- that The Society will exclude supervisors directly involved in a particular grievance from the decisions on the referral of the grievance through the formal process;
- that supervisors will not act on behalf of The Society in matters associated with a particular grievance where the grievance has been lodged by another member(s) who reports to the particular supervisor.

### **4.0 Representation on Corporate Committees**

The Collective Agreement will recognize the roles and responsibilities of appointees to committees and task forces, i.e., as a representative of

Management on the one hand, and The Society, on the other. When an employee represented by The Society is appointed by Management, his/her responsibility is to Management. When he/she is appointed by The Society, his/her responsibility is to The Society. This role distinction should be made clear at the time of appointment. Notwithstanding the above, and in keeping with section 3.0, Management will endeavour to appoint its representatives having regard to The Society's interests in effective representation.

**5.0 Selection of Supervisors**

The Collective Agreement will incorporate the existing practices for selecting the "best qualified candidate" in filling supervisory positions.

**6.0 Membership in The Society**

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

**7.0 Dues Deduction (Rand Formula)**

The Collective Agreement will provide for Society dues, as prescribed by the Constitution, or an equivalent amount, to be deducted monthly (or more frequently if agreed) by Ontario Hydro by compulsory payroll deductions from all Society-represented employees and to be forwarded to The Society on their behalf with a list of appropriate employee information.

The Society confirms it will respect the provision of section 47 of the Ontario Labour Relations Act with respect to bona fide religious convictions or beliefs.

(signed by C. Cragg for W. Hirst [Society] and W.S. O'Neill [Ontario Hydro],  
November 13, 1991)

**Appendix X - Re: Conflict of Interest - Security Staff**

February 24, 1995

Mr. C. Cragg  
President  
The Society of Ontario Hydro  
Professional and Administrative Employees  
Suite 630, 525 University Avenue  
Toronto, Ontario  
M5G 2L3

Dear Chris:

**Conflict of Interest - Security Staff**

This will confirm the intent of the internal and external confidential review/resolution process in Article 2, **Subsection 2.3**. 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 – Re: Guidelines for Applying Burkett Overtime Award**

As a result of continuing questions concerning the Burkett overtime award, The Society and OPG 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, employees 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 JSMC.
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.)*

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.

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.

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 this Part are also satisfied.

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.

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.

(dated February 28, 1994 – revised in the 2006-2010 Collective Agreement)

**Appendix XIV – Re: Side Letters**

Letter from Brian Story to Jim Blair and Gary Knowles  
The Society of Energy Professionals  
525 University Avenue, Suite 630  
Toronto, Ontario  
M5G 2L3

**Re: Clarification of Article 37**

This is to clarify our understanding about the application of Article 37 of The Society's Collective Agreement, Release of Society Representatives.

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 JSMC level.

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

Brian Story  
Vice President, Labour Relations  
Corporate Human Resources

**APPENDIX XV – RE: Tripartite Agreement with Respect to Jurisdictional Disputes**

**Between  
The Power Workers' Union ("The PWU")  
and  
Ontario Power Generation Inc. ("OPGI") and  
The Society of Energy Professionals ("The Society")**

1. Each of the PWU and the Society may refer any grievance filed under its collective agreements, or any issue arising from a grievance, that concerns competing claims by the PWU and Society to the assignment of work or positions, to the expedited arbitration process described herein.
2. The referral shall be made by the referring union delivering a brief to the other parties setting out the facts and evidence on which it relies. Responding parties shall deliver responding briefs within 30 days thereafter, and the referring union may file a reply brief within a further 10 days after receipt of the responding briefs.
3. If a party does not deliver its brief within these time lines, it may only file its 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:

Jules Bloch  
Gerald Charney  
Robert Herman
5. 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.
6. 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.

7. 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 Labour Relations Act, 1995, except the arbitrator shall not have power to alter a bargaining unit determined in a certificate or defined in a collective agreement, or otherwise amend the collective agreement.
8. Arbitration awards will be precedent setting.
9. The arbitrator's fees and associated costs shall be shared equally by OPGI and the referring union.
10. Any party may withdraw from this agreement on six months notice to the other parties.

Brian Story  
Blair  
Ontario Power Generation Inc.

Gary Knowles and Jim  
The Society

May 2000

**Appendix XVI – Re: “Shime Award” Re: Jurisdictional Issues**

In the matter of a Mediation/Arbitration

- Between –

Ontario Power Generation Inc.

-and-

The Society of Energy Professionals

Owen B. Shime Q.C., Chair

This is my award to fully and finally resolve all matters in dispute reflected in the Memorandum of Agreement dated August 22, 2003 regarding jurisdictional issues.

1. Where OPG changes a Society position or creates a new borderline ESR position so that it is excluded from the bargaining unit, the following shall apply:
  - a. Management shall advise the appropriate Society Local Vice-President at least five (5) working days before (b) below that they intend to either create a new borderline ESR position or change the jurisdiction of an existing Society position. During this period Management will be available to meet with the Society and share all documentation and information related to the position in question. The parties will endeavour to come to an agreement on any issues in dispute on the applicable position.
  - b. Failing agreement management shall fax to the Society Local Vice-President any revisions to the job document, Plan “A” rating including rationale, an approved current and proposed organizational chart, request for exclusion form (**Article 2.5**), Plan ‘A” relativity list and a cover letter that differ from those delivered at step 1a. above or will notify The Society Local Vice-President that there are no revisions.
  - c. On or before the expiry of 10 working days after receipt of the job document and documentations referred to in (b), the Society shall provide its arbitration brief to the VP Compensation and Benefits in support of its position that the position is properly within the bargaining unit; if no brief is provided within the 10 working day period, the position shall be deemed to be a non-bargaining-unit position;
  - d. On or before the expiry of 10 working days after receipt of the Society’s brief as referred to in (c) above OPG shall provide its arbitration brief to the Society-designated contact in support of its position that the position is properly a non-bargaining unit position; if no brief is provided within the 10 working day period, the position shall be deemed to be a bargaining unit position;
  - e. After the exchange of briefs, the matter shall be referred to expedited arbitration as provided in LOU #179. The Arbitrator shall hear the matter





<b>PART XVI - LETTERS OF UNDERSTANDING</b>
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**NWMO-SOCIETY LETTER OF UNDERSTANDING****#1.1 RE: PURCHASED SERVICES AGREEMENT (PSA)**

For the term of this Letter of Understanding Article 67 is suspended, subject to the exceptions set out below.

Part I

1. Without prejudice or precedent, this agreement relates to work of an ongoing nature performed by Society represented staff. This work includes, but is not limited to, geo-technical and engineering functions, program planning, cost analysis, safety case analysis, social research and public engagement, lifecycle cost analysis and finance.
2. The Parties agree that there shall be a PSA envelope of **\$10 Million** in **2014** and **\$12 Million** in **2015**.
3. The parties, consisting of the Joint Society Management Committee (JSMC) shall meet semi-annually to review the following:
  - Society actual and planned staffing levels;
  - A report on the status of the PSA envelope;
  - details of the work contracted out to which the PSA envelope applies, including actual versus planned
  - total work contracted out, including actual versus planned.
4. NWMO shall provide the PSA plan and approved business plan for the current year.
5. For the term of this LOU there shall be no involuntary layoff of any Society represented employee as a direct result of contracting out. This provision does not apply to Project Hires defined in **LOU 3** of the Collective Agreement.
6. Notwithstanding the suspension of Article 67, Article 67.6.2 still applies. The employer will provide the Society with a list of work being contracted to business organizations under Article 67.6.2.
7. This Letter of Understanding takes effect on January 1, **2014** and shall expire on December 31, **2015** unless there is agreement by the parties to renew it by September 30, **2015**. In the event that there is no agreement to renew this Letter of Understanding, Article 67 shall apply to any work to be contracted out after expiration of this LOU.

8. Should there be a dispute with respect to the interpretation or application of this agreement, either party may refer the matter to arbitration pursuant to article 16.
9. The following work can be contracted out without being included in the PSA envelope:
  - a. work performed under a manufacturer's warranty
  - b. Any work required to be performed as a condition of ISO or similar certification or for regulatory or statutory compliance.
  - c. Any work that only a vendor or their licensee can perform because they have built or supplied a system or retain the sole right to do repairs or work on the system after it is built or supplied.

Part II Benefit Improvements

1. Benefit improvements will be made and shall continue for the term of this LOU in the following areas:
  - a) Dispensing fees coverage shall be increased from \$5.00 to \$11.00
  - b) All deductibles shall be eliminated.

**LETTER OF UNDERSTANDING****#2 RE: NWMO TRANSITION**

1. It is expected that on or about January 1, 2009, certain designated staff from OPG will be transferred to and will become employees of the Nuclear Waste Management Organization (NWMO). It is understood that should such a transfer of staff occur, it will be conducted in accordance with Article 102 of the OPG/Society Collective Agreement. As a result of such a transfer of staff:
  - NWMO will apply the OPG/Society Collective Agreement as a successor employer;
  - The Society will continue to be the bargaining agent of the Society represented employees who transfer to the NWMO;
  - The NWMO will establish a pension plan and benefit plans that will conform with the Collective Agreement and;
  - The Society will not make a related employer application with respect to the NWMO and OPG.
2. The NWMO will not involuntarily terminate any regular Society represented employees (except for cause) during the term of the existing Collective Agreement – i.e. to December 31, 2010.
3. The NWMO will have a reciprocal pension transfer agreement with OPG for a period of two years after the transition date.
4. Any OPG employee who is a successful applicant to a position in the NWMO within two years of the transition date shall be entitled to the following:
  - Sick Leave Credits and entitlement to Long Term Disability (LTD) (under his/her previous Sick Leave/LTD plan) earned with OPG;
  - Transfer of the employee's Established Commencement Date (ECD) and Service Recognition Date (SRD) with OPG and all entitlements which are linked to service credits except as noted below:
    - The employee's External Experience Value (EEV), if any, shall be based on his/her original date of hire with OPG or Ontario Hydro. Furthermore, the employee will not be required to serve a probationary period.
    - Pension transferability will be governed by the Reciprocal Pension Transfer agreement, if any.

5. Article 8 (VRA Amendments) will be amended in the NWMO – Society Collective Agreement to change January 1, 2016 to January 1, 2019. This change has the effect of extending the use of mediation-arbitration dispute resolution process.
6. Effective on the transition date a new employee classification will be established for Society represented employees called Regular – Special Rated. This classification will apply to OPG employees who are on the transfer list, who chose to transfer to the NMWO effective the transition date and who are eligible for an undiscounted pension<sup>8</sup> on or before the transition date, and who choose to retire from the NMWO within two months of the transition date. Except as expressly modified herein, all relevant provisions of the Society Collective Agreement shall continue to apply to Regular-Special Rated employees.
7. NWMO will offer employment to all employees who meet the above conditions at the same pay schedule grade and step as they were in prior to the transition date, and to be effective the day after their retirement date. For employees currently paid above grade, the base rate will be the current above grade base pay. There will not be a requirement to post the position(s) in the NWMO.
8. Regular-Special Rated employees will be considered to be new employees in every way except for the following:
  - They will not be required to serve a probationary period with the NWMO.
  - The service recognition dates for Regular-Special Rated employees shall be as follows:
    - ECD will be the rehire date;
    - SRD will be the rehire date;
    - VCD will be unchanged from before the employee retired;
    - EEV will be unchanged from before the employee retired;
    - "Eligibility Service" or "Continuous Employment" for Pension Purposes is not applicable.
  - Regular-Special Rated employees will not be members of the NMWO's Health, Dental and Pension and Life Insurance plans as Regular-Special Rated employees. (The Pension Plan will be modified to exclude employees in the Regular – Special Rated classification.) In lieu of these benefits the base rate for these employees will be increased by 15% above the appropriate pay grade and step for the job.

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<sup>8</sup> Employees are eligible for an Undiscounted Pension refers to employees who have rule of 82; 35 years of continuous service or are age 65.

9. For the purposes of applying LOU #175 to the NWMO, the PSA envelope will be \$18 Million for 2009 and \$18 Million for 2010.

## NWMO-SOCIETY LETTER OF UNDERSTANDING

**#3 RE: PROJECT HIRE EMPLOYEES**

The undersigned parties agree to the following Letter of Understanding without prejudice and without establishing a precedent in respect of any other matter:

1. **Term Employees hired under this LOU shall be covered by all rights as outlined below except where specifically modified, i.e., APM Term Employees and DGR Term Employees.**
2. The APM Siting Project Hire Employees shall be referred to as “APM Term Employees” for the purposes of this LOU.
3. LILW Deep Geologic Repository (DGR) Construction Project Hires shall be referred to as “DGR Term Employees” for the purpose of this LOU.
4. APM Term Employees shall be hired for a period of no longer than the duration of the Siting Process or the identification of a Single Siting Community, whichever occurs first.
5. DGR Term Employees shall be hired for no longer than the duration of the DGR Construction Project, at site only.
6. The parties agree that the number of APM Term Employees hired as a result of this LOU shall not exceed 30 employees. Management may exceed this number with the agreement of The Society
7. Term Employees’ benefits and working conditions shall be the same as Regular employees with the exception of Articles 43A [Long Term Disability (For Employees Hired On Or After January 1, 2001)], 50 (Pension Plan), 64 (Employment Continuity) and 65 (Vacancies). **For Selections for Assignments Other Than Relief or Rotations (65.6), Term Employees will be considered at 65.6.3.1 (f) for any vacancy at their Regular Work Headquarters, as designated in their employment letter. For an APM Term Employee who is assigned to the NWMO’s Toronto office but is carrying out engagement activities in siting areas outside of Toronto, the Employer may designate a siting area as the Regular Work Headquarters.**
8. The termination of a Term Employee is not an involuntary layoff for any purpose.
9. Should NWMO terminate **a Term Employee’s contract, other than a DGR Term Employee**, prior to the expiry date of their contract, the Term Employee

shall be entitled one month severance per year or part year performed. **A Term Employee accepting a position through the operation of Article 65.6.3.1 (f) as outlined in point 7 above shall not trigger a severance payment under this section.**

10. For the purposes of the Collective Agreement Term Employee shall have the same meaning as Temporary Employee except as modified by this LOU.
11. **Notwithstanding points 2 and 3 above the parties may agree to hire employees for short-term work assignments which are not ongoing and/or where there are no available qualified regular employees to perform the work as Term Employees under this LOU.**
  - a. **Management shall identify, discuss and seek Society agreement on work assignment they wish to fill as a Term employee in accordance with article 65.3.**
  - b. **No employee shall be hired under this section of the LOU without the agreement of The Society. Any agreement shall be without prejudice or precedent.**

**LETTER OF UNDERSTANDING****#4: SERVICE CREDITS**

The undersigned parties agree to the following Letter of Understanding without prejudice and without establishing a precedent in respect of any other matter:

1. For those employees who were transitioned from OPG to NWMO on or about January 1, 2009 in accordance with LOU #2, Management will provide each employee with the following Service Credit information:
  - Established Commencement Date (ECD)
  - Vacation Credit Date (VCD)
  - External Experience Value (EEV)
  - Service Recognition Date (SRD)
  - “Eligibility Service” or “Continuous Employment” for pension purposes (ES)

A copy of the above information will be provided to The Society.

2. Employees will have 20 working days to accept or dispute the above noted Service Credit information provided to them. If an employee is on leave, their 20 days will commence upon his/her return from leave. If the employee fails to respond or dispute the dates provided within the 20 working days the dates provided will be considered correct. The parties agree to resolve any disputed dates as expeditiously as possible.
3. Once all Service Credit dates have been finalized, Management will provide The Society with a final list of the Service Credit dates for the employees covered by this LOU.
4. The final Service Credit dates in point 3 above shall be used by the employees so listed for the Service Credits dates so indicated in the Collective Agreement.

## OPG-SOCIETY LETTER OF UNDERSTANDING

**#5 Re: Society-Management Function/ESR Boundary Issues****Intent**

This LOU seeks to clarify employee rights during the operation of Article 64 related to positions at or near to the boundary between The Society and Management Function and provide an equitable means for employees to participate in competitions or a mix and match and follow their work where it has been transferred in or out of The Society's jurisdiction as a result of a reorganization. It is not intended to provide enhanced employment continuity rights in comparison to employees whose work has not changed jurisdiction.

**The Problem**

1. Position X is in the old organization and is in The Society. The duties change very little in the new organization but the change is sufficient to alter the jurisdiction of the position (e.g., the span of supervision and control is expanded and there will be more Society direct reports).

Under the current rules The Society-represented employees currently in position X will not be permitted to compete for the position in the new organization during a mix and match.

2. There is a converse of 1. Position Y is currently excluded from The Society (i.e., MF or ESR). In the new organization the position is substantially the same but the jurisdiction of the job will move to The Society's jurisdiction. Once again, the change is minimal (e.g., there is reduced supervision and fewer or no Society direct reports).
3. Position Z is being formed in the new organization. It appears that it will be excluded/included but there is uncertainty about some factors (e.g., the number of direct reports). Therefore, the jurisdiction is uncertain and may eventually change.

In this case, Management could make an arbitrary designation as excluded and The Society could challenge the designation later. If Management were to do this, then The Society-represented employees would not be able to compete for the position during a mix and match process. If the ultimate jurisdiction was within The Society, it could be that the selection process would have to be repeated.

If Management were to designate the position as included in The Society then MF and ESR would be excluded from a mix and match process. A similar result could occur, if the jurisdiction were to subsequently change.

**The Solution**

A joint process for identifying positions X, Y and Z will be established as follows:

1. Management will identify the X, Y and Z positions and identify the employees who could be adversely affected. The Society will have approval/veto rights. (Note: This is intended to ensure X, Y and Z positions are legitimate and not intended to increase the opportunities for MF and ESR employees or reduce the opportunities for Society represented employees to exercise their seniority rights in the mix and match process.)
2. Category X - These positions will be filled in the MF mix and match or advertised OPG wide using the normal vacancy process if not filled in the mix and match. Society represented employees identified under paragraph 1 will be treated equally to MF employees during a mix and match but may only be selected for Position X. If the position is advertised OPG wide, then the employee will be treated preferentially (i.e., be granted the same priority as surplus MF or ESR) for the specified position only. If the employee is not selected, then the employee can exercise all of his/her normal rights under Article 64. Where the employee is not selected for the position, The Society and the employee will be advised of the selection criteria and provided with reasons for non selection.
3. Category Y - These positions will be filled in The Society mix and match or advertised OPG wide using the normal vacancy process if not filled in the mix and match. MF or ESR employees identified under paragraph 1 will be treated equally to Society employees during a mix and match but can only be selected providing they meet the senior qualified criteria for Position Y (i.e., such employees cannot be placed in any other position or displace Society-represented employees). If the position is advertised OPG wide, then the employee will be treated preferentially (i.e., be granted the same priority as surplus Society) for the specified Y position only. If the employee is not selected, then the employee will be treated similarly to other MF/ESR staff in all other respects and have no additional rights.
4. Category Z - The parties will attempt to reach consensus on the jurisdiction of the position based on all available information (which will include an organization chart showing reporting relationships, selection criteria, and description of duties) prior to the selection process. Where consensus is not reached, Management will determine the jurisdiction and The Society will have the right to grieve.
5. The rights of The Society to grieve the jurisdiction of positions are unaffected by agreements reached under this process.

6. This Letter of Understanding expires December 31, 2000.

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J. Wilson  
for The Society

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S. Strome  
for OPGI-Nuclear

**Revised in the 2006-2010 Collective Agreement**

**OPG-SOCIETY LETTER OF UNDERSTANDING  
#10 Re: Extended Health Benefits**

The undersigned parties recognize and accept the fact that OPG's Extended Health Benefits (EHB) plan is a negotiated plan which can only be revised through negotiations. In an attempt, however, to overcome the inflexibility of this plan on a case by case basis, and on a "without prejudice" basis, the parties also recognize that there may be some situations where a business case can be made that an alternative/different treatment to that allowed by the strict wording of the plan may be mutually beneficial.

As such, the parties agree that where a business case supports such action, and where it is mutually agreeable between OPG and The Society, OPG and individual employees may enter into agreements signed by the employee and a Society Principal Officer or Society Staff Officer on a "without prejudice" basis, whereby, for a limited period of time, employees may waive their rights under the EHB Plan and opt for a different or alternative treatment as agreed to by the parties. It is the intention of both parties that this would be done infrequently and only in cases where special requests have been made by individual employees for a different type of coverage. It is further agreed that while employees have no negotiated right to such treatment, the Tripartite Health and Benefits Committee Terms of Reference [i.e. (c)] would allow it to review the experience under this Letter of Understanding when considering adding or subtracting specific entitlements under the EHB Plan in keeping with the progress of medical science. It is further agreed that this Letter of Understanding would not restrict OPG from considering special treatment on an individual basis in the case of serious hardship.

**The individual agreements should contain the following information:**

1. the duration of the arrangement;
2. current coverage under the EHB plan;
3. the option chosen;
4. where appropriate, a clear statement to the effect that the employee is aware that they are opting out of specific items of coverage under the EHB Plan in lieu of alternative or different treatment;
5. that the arrangement is being entered into on a "without prejudice" basis.

As stated earlier, this Letter of Understanding does not bestow on employees any right under the Collective Agreement to special arrangements, but merely serves to allow, on a case by case basis, where there is mutual agreement, for special requests to be accommodated without increasing the cost of, or entitlements under, the EHB Plan. As such, neither the provisions within the individual agreements or a decision by any party not to enter into such an arrangement are grievable.

This Letter of Understanding expires on December 31, 2000.

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J. Wilson (for The Society)

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S. Strome (for OPGI-Nuclear)

**OPG-SOCIETY LETTER OF UNDERSTANDING****#30 Re: Process for Updating the Drug Formulary to December 31, 2000****NEW DRUGS REQUIRING A PRESCRIPTION BY LAW**

- 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.
- 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.
- 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.
- The Chief Physician (or other employer-designated decision-maker) shall review all drugs that have been newly approved for use in Canada and advise the employer whether the drug is commonly and customarily recognized throughout the physician's profession as appropriate in the treatment of a patient's diagnosed sickness, injury or condition. The employer will make all reasonable efforts to make this determination as soon as possible after the drug has been approved for use in Canada. When a drug is deemed by the Chief Physician (or other employer-designated decision-maker) to meet this criteria, the drug shall be added to the formulary.
- Any drug on the Formulary that is no longer approved for use in Canada will automatically be deleted from the Formulary effective the date federal approval is withdrawn.

**A. OVER-THE-COUNTER (OTC) PRODUCTS**

1. A new OTC product (excluding Vitamins and Minerals) that has been approved for use in Canada, that falls into the following categories.
  - (a) for allergies
  - (b) for chronic illness
  - (c) considered life sustaining
  - (d) previously “requiring a prescription by law” and already on the Formulary
  - (e) different strengths or repackaging of products already on the Formulary (same product/same company)
  - (f) products already on the Formulary whose DINs may have changes as a result of a company takeover or reorganization shall be reviewed by the Chief Physician (or other employer-designated decision-maker). The Chief Physician (or other employer-designated decision-maker) will advise the employer whether” (a) the OTC product is commonly

and customarily recognized throughout the physician's profession as appropriate in the treatment of a patient's diagnosed sickness, injury or condition; and, (b) Best Average Pricing (ie, Manufacturer's wholesale price to the carrier) is available for the product. When the OTC product is deemed by the Chief Physician (or other employer-designated decision-maker) to meet this criteria, the product shall be added to the formulary.

When Best Average Pricing information is not available for an OTC product, a paper claim will be reimbursed subject to determination by the Chief Physician (or other employer-designated decision-maker) that there is no reasonable alternative product on the existing formulary and that the product is commonly and customarily recognized throughout the physician's profession as appropriate in the treatment of a patient's diagnosed sickness, injury or condition.

1. 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 (ie. 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.

**OPG-SOCIETY LETTER OF UNDERSTANDING  
# 91 Re: Policy #04-03-04 - "Rehabilitation and Reemployment"**

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 (ie full-time) service credit during this period and have full coverage (ie in accordance with the Pension Plan; with no pro-rating) maintained in, but will not be required to contribute to, the Ontario Power Generation Pension Plan and the Ontario Power Generation 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 Incremental Pay Step increase 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 Consensed Items reached to Date during 1997 Collective Agreement Renewal Negotiations," dated April 14, 1997.

Tim English  
For Ontario Power Generation

Jim Blair  
For The Society

Lanny Totton  
For The Society

**OPG-SOCIETY LETTER OF UNDERSTANDING**  
**#156 Workplace Harassment and Human Rights Complaint Process**

**OPG and The Society agree to the following Letter of Understanding:**

- (a)** If an employee engages this procedure, he/she shall not be able to engage the grievance procedure until such a time as the steps of this procedure have been exhausted and an acceptable resolution has not been arrived at.
- (b)** A complaint may be filed with either Human Resources or Line Management. In either event, there will be mutual notification of the complaint within two (2) working days. An exchange of all the particulars of the complaint including documentation necessary to formulate a response will be exchanged between the parties within ten (10) working days of notification.
- (c)** Within five (5) working days following receipt of the particulars, the Manager and the Society Unit Director(s) shall meet in order to determine if there is any method of resolving the complaint through discussion between the complainant and the respondent.
- (d)** If there is no resolution in (c) above, the parties will meet within five (5) working days and attempt to agree on the terms for a Step 1A before the Complaint is advanced to Step 2 of the Complaint and Grievance/Arbitration Procedure.
- (e)** At Step 1A the parties will first attempt to agree on a third party investigation process that may include:
  - i.** The use of a neutral investigator agreeable to both parties. The Investigator shall be empowered with the authority to interview any and all witnesses he/she may deem appropriate in order to conduct a full investigation;
  - ii.** Consideration of reports from preceding investigations;
  - iii.** Interviews with affected employees.

With the consent of the affected employees and the parties, mediation may be appropriate in the circumstances. Failing agreement on a third party investigation process, the Society may advance a grievance directly to Step 2 or use the process in (f) below.

- (f)** If the parties are unable to agree to a third party investigation, within five (5) working days of disagreement at Step 1A the parties will exchange written briefs with all particulars regarding their respective positions. A third party mediator will hold a hearing within three (3) days of the brief exchange and will

recommend/not recommend the use of an external investigator based on the merits presented.

- (g) The Society and OPG will attempt to agree upon a list of neutral investigators for use at Step 1A where required. The third-party mediator, drawn from the agreed to Tripartite list of investigators, will not be used as a neutral investigator in any case that they hear under step (f).
- (h) Where a Step 1A process is agreed to or recommended the parties will attempt to agree on a statement of facts based on the findings of the investigation. If there is no third-party recommendation to use an investigator the complaint will be considered settled for all purposes under this LOU and Article 16, unless the complaint deals with allegations of breaches under the Ontario Human Rights Act prohibited grounds or the imposition of discipline.
- (i) Based on the third-party investigation at Step 1A, Management will consult with The Society prior to determining the course of action it will take and will inform The Society of its decision in a timely manner. If The Society does not agree with Management's decision, it may advance a grievance directly to Step 2.
- (j) Where the parties agree on a statement of facts at Step 1A, it may be relied upon by either party at Step 2 and subsequent arbitration. Both parties retain the right to introduce additional facts and issues at Step 2. There will also be an attempt to consolidate at Step 2 any other grievance issues that may be related to the human rights or harassment allegations and to balance the interests of affected employees.
- (k) These provisions shall remain in effect until December 31, 2005 and continue thereafter subject to termination by either party on 90 days' written notice.

Glenn Gurba  
Ontario Power Generation Inc.

Joe Fierro & Olaf Heilandt  
The Society

March 4, 2005  
Date

**Revised in the 2006-2010 Collective Agreement**

**OPG-SOCIETY LETTER OF UNDERSTANDING  
#171 Re: Dental Codes**

This will confirm that the attached\* are the dental codes agreed to by the Society of Energy Professionals and Ontario Power Generation as referenced in the "Health and Dental Benefits – Understanding Your Plan" brochure dated January 1, 2006 and residing on the OPG Internal Web.

Any changes to this list will be agreed to by the parties.

\_\_\_\_\_  
**Ontario Power Generation Inc.**

\_\_\_\_\_  
**The Society**

\_\_\_\_\_  
Date

(signed by Chris Davy, Ontario Power Generation and Joe Fierro for the Society - 04/02/2007)

\*Clarity Note: Please note that the full list of dental codes has not been included in the Collective Agreement, but the full list can be accessed through the OPG Intranet.

## OPG-SOCIETY Letter of Understanding

### #179 Re: Expediting Society/OPG Jurisdictional Arbitrations

*\*This LOU replaces the former LOU #73 Re: Expediting Society/OPG Jurisdictional Arbitrations.*

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 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 OPG setting out the facts and evidence on which it relies. OPG 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. 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 OPG 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; OPG 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.

John Wilson  
On behalf of the Society

Brian Story  
On behalf of OPGI

Nov. 9/99  
Date