

**COLLECTIVE AGREEMENT**

**BETWEEN**



**NEW HORIZON SYSTEM SOLUTIONS**

**AND**



**THE SOCIETY OF ENERGY PROFESSIONALS**

**January 1, 2015 – December 31, 2016**

This Collective Agreement between New Horizon System Solutions and The Society of Energy Professionals is a successor agreement, inherited from Ontario Power Generation Inc. (Non-Nuclear Bargaining Unit), modified by Collective Bargaining and Letters of understanding. The text of this agreement is a culmination of the text of the January 1, 2001 — December 31, 2003 Collective Agreement between Ontario Power Generation Inc. (Non-Nuclear Bargaining Unit) and The Society of Energy Professionals and subsequently negotiated provisions. References to Ontario Power Generation Inc. and Ontario Hydro as the employer remain unchanged in certain instances in this version of the agreement, however, Ontario Power Generation Inc. and Ontario Hydro have ceased, in every and all aspects, to be the employer of the individuals covered by this Collective Agreement.

References to either Ontario Power Generation Inc. or Ontario Hydro are to be read as and understood as references to New Horizon System Solutions. The provisions of this Collective Agreement apply only as between New Horizon Systems Solutions and The Society of Energy Professionals.

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



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Peter Watson – Senior Director  
Labour Relations & Human Resources  
New Horizons Systems Solutions



Andrew Stock – Local Vice President  
NHSS Bargaining Unit  
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 New Horizon System Solutions (NHSS) and employees consistent with the preamble of the Ontario Labour Relations Act and the Canada Labour Code and in recognition of the need for the successful accomplishment of the public purposes for which NHSS 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.

NHSS'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 NHSS. Both parties recognize the fundamental importance of service to NHSS customers.

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

#### **1.1 Principles**

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

**1.2** The following principles were developed by the Joint Society Management Committee (JSMC) to guide its conduct in negotiations and in its ongoing relationship. NHSS is encouraged to use these principles at the local level.

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

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

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

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

### **1.3 Partnership Principles**

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

The parties agree to the establishment of joint committees, as determined by the parties to which both the Society and NHSS will appoint an equal number of representatives.

Recognizing the dynamic business environment in which the parties work and compete for business, these committees will, as the need arises, negotiate new provisions to address emerging issues of concern to the Company and the Union.

Other than major changes to the Collective Agreement, it is agreed that the ratification of this Collective Agreement shall be deemed to be ratification of amendments to this Collective Agreement made pursuant to this provision.

## PART II - RECOGNITION

### 2 RECOGNITION CLAUSE

#### 2.1 Provincial Jurisdiction

New Horizons System Solutions (NHSS) recognizes The Society as the exclusive bargaining agent for a bargaining unit comprised of:

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

#### 2.2 Federal Jurisdiction

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

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

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

#### 2.3 Clarity Notes

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

- a) all regular, probationary, graduate students, reduced-hours and temporary employees whose functions are included in the classifications paid from Salary Schedules 01 and 11.
- b) employees in NHSS whose full-time duties are security staff work.

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

Exclude:

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

### 2.3.2 Definitions

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

and who is on a structured training program to partially satisfy these requirements.

- d) “Scientists” means employees who are university graduates in the Natural Sciences, the Applied Sciences, Mathematics or Computer Sciences, who are not classified as professional engineers, and who are engaged in the application of this specialized knowledge in the course of their employment. This definition includes all incumbents in positions identified under the heading of “Scientists” listed in Attachment A to Appendix I entitled “Utilization and Advancement of Professional Engineers and Scientists” in this Agreement. “Scientists” includes employees who satisfy these criteria and who are required to perform supervisory functions.
- e) “Professional employee” means an employee who:
  - i) in the course of his/her employment is engaged in the application of specialized knowledge ordinarily acquired by a course of instruction and study resulting in graduation from a university or similar institution; and
  - ii) is eligible to be a member of a professional organization that is authorized by statute to establish the qualifications for membership in the organization; or
  - iii) performs the functions, but lacks the qualifications of a professional employee.

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

## 2.4 Supervisory Employees - Code of Ethics

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

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

## **2.5 Conflict of Interest - Security Staff**

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

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

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

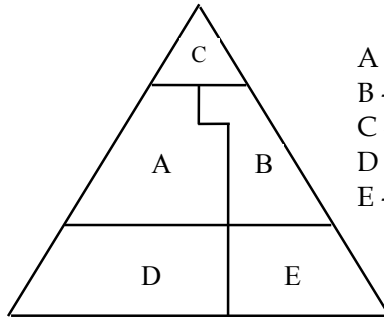
Any conflict of interest involving security staff will be subject to an expeditious internal confidential review/resolution process. If the internal resolution process is not capable of resolving the conflict of interest, then an expeditious external process will be activated.

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

## **2.6 Exclusions Process**

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

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



A - Society Jobs

B - MF Jobs

C - Borderline Society/ESR Jobs

D - Borderline Society/PWU Jobs

E - MS Jobs

Scenario	New Jobs	Revised Jobs
A	Documents will be sent to The Society after finalization.	i) If job leaves Society jurisdiction, documents will be sent to The Society before finalization. ii) If Society jurisdiction does not change, documents will be sent to The Society after finalization.
B	Documents for new MF jobs will be sent to The Society before finalization.	If jurisdiction changes to Society bargaining unit, documents will be sent to The Society after finalization.
C	Documents for new first-level ESR jobs will be sent to The Society before finalization.	If jurisdiction changes to Society bargaining unit, documents will be sent to The Society after finalization.
D	Documents for the following new jobs not established as PWU jobs in the past will be sent to The Society before finalization:  i) supervisory jobs, and  ii) non-supervisory jobs which report to a Society-represented position and are paid at the final step rate at or above MP1 reference point.	If jurisdiction changes to Society bargaining unit, documents will be sent to The Society after finalization.

2. If there is disagreement concerning jurisdiction of a position, The Society will notify NHSS 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  
 revised and previously excluded document - existing occupation code:  
 revised and previously included document - existing occupation code:  
 Managerial Exclusion     Confidential Exclusion     Within Another Trade Union

**SOCIETY UNIT DIRECTOR**

Agreed                       Disagreed

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

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

## **2.7 Successor Rights**

- 2.7.1** The NHSS agrees that it will not directly or indirectly request government to exempt the Company or The Society from the successor rights provisions of the applicable labour relations legislation.
- 2.7.2** The successor rights provisions of the applicable labour relations statute shall be incorporated by reference into this Collective Agreement. No board of arbitration established pursuant to the grievance and arbitration provisions of this contract has jurisdiction to make any decision within the jurisdiction of the Labour Relations Board and nothing herein is intended to affect the jurisdiction of the Labour Board to resolve disputes related to the application of the provisions of the statute. For purposes of s.48 of the Ontario Labour Relations Act and s. 57 of the Canada Labour Code, the Ontario Labour Relations Board or the Canada Labour Relations Board shall be deemed to be a Board of Arbitration for the resolution of disputes related to the interpretation, application, administration or alleged violation of this provision of the Collective Agreement. The remedial powers of the Labour Board shall be as set out in the relevant statutory provisions governing successor rights.

## **3 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 working conditions are the same as regular employees with exceptions identified in the provisions where different treatment has been agreed to. As of January 1, 2007 Probationary employees shall not be entitled to benefit eligibility or coverage.

### **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 NHSS.

#### **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).

### **3.4 Special Rated Employees**

**3.4.1** A Special Rated Employee is an employee who has retired from an NHSS Society represented position and is hired into the Special Rate classification by the employer in accordance with this article. For clarity, a Special Rated Employee may be hired by the employer as one of the options considered by the parties in accordance with Article 65.3

**3.4.2** The Special Rated classification shall apply only to former NHSS Society represented retirees who are rehired by the employer in accordance with Article 3.4.1

**3.4.3** A Special Rated Employee shall be paid at a salary step rate from an MP salary band but will not progress through the steps on the salary band. Special Rated employees will not be covered by Part VIII (Absence from Work), Part IX (Health Benefits) or Part X (Pension and Insurance) but will receive the Statutory holidays listed in Article 39.1 and 10 days vacation with pay (at 4% of base salary) upon each completed year of service.

**3.4.4** Article 64 and 102 do not apply to Special Rated employees. A Special Rated employee may be hired for a specific term of employment of less than 2 years unless mutually agreed otherwise. Notwithstanding Article 17.1, a Special Rated employee hired for a

specific term may be terminated with two weeks' notice and a Special Rated employee hired for an indefinite term may be terminated by payment of two week's pay for each complete year of service as a special rate employee. Such payments are agreed to be in full satisfaction of all entitlements to notice and/or severance at law.

While the Special Rated employee incumbents occupying positions within Society jurisdiction will receive only the entitlements listed in the above paragraph, the positions occupied by those special rated incumbents are included for the purpose of determining available positions for the "mix and match" process under Article 64/102. The joint redeployment planning team (JRPT) will review each position to determine whether it is temporary or full time.

- 3.4.5 Former Society-represented employees who have retired from NHSS and who have been subsequently rehired as a temporary or contract employee by the employer in 2014 may be converted, at the employer's discretion, to a Special Rated employee.
- 3.4.6 Employees who retire with less than 3 months notice to the employer may, at the employer's discretion, be excluded from consideration for hire as a Special Rated Employee. For greater clarity, it is agreed that no employee has a right to be rehired as a Special Rated Employee and the decision to rehire into the Special Rated classification is at the sole discretion of the company.
- 3.4.7 Rates paid to the Special Rated employees may not be raised or referred to by either party in interest arbitration for any reason including with respect of the rate to be paid to another classification.
- 3.4.8 The employer shall deduct Society Dues from the Special Rated Employees and remit them to the Society in the same manner as all regular 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. (See Article 9.4 Transition Provisions)

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

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

**a) Regular**

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

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

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

**b) Temporary**

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

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

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

**4.2 Vacation Credit Date (VCD)**

The VCD represents all service regardless of breaks. While a regular employee, service credits shall be based on the current ECD and adjusted for all previous periods of OPGI 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 102.7.1 - Search Notice Period).

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

The SRD for regular employees represents all service while an OPGI 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 OPGI employment. All employees who currently work reduced hours or have done so in the past, will have such service calculated as if it were full-time (it should never be pro-rated).

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

##### **a) Personal Leaves of Absence**

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

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

##### **b) Pregnancy/Parental Leaves**

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

##### **c) Job Sharing**

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

##### **d) Work Sharing**

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

(SRD has an impact on recognition of employee service at years 25 and 40, Quarter Century Club Membership and seniority (Article 102).)

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

### **5.3 Grievance**

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

## **6 EMPLOYEES ON TEMPORARY OUT-OF-PROVINCE ASSIGNMENT**

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

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

- a) retains his/her status as an employee of NHSS;
- b) continues to accrue service credit for all purposes under Article 4 of the Collective Agreement;
- c) is required to pay Society dues during the term of any assignment beginning on or after January 1, 1995.

**6.1.2** The employee remains represented by The Society until he/she begins this assignment. When an employee accepts a personal services contract, that contract together with this Article shall constitute the employee's complete terms and conditions of employment for the full term of the assignment. NHSS will advise The Society after a personal services contract with a Society-represented employee is signed.

**6.1.3** NHSS 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. OPGI's "Employee Indemnification Policy" (08-03-01) will apply unless



indemnification provisions specific to a given contract or project are identified in the personal services contract.

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

Before the employee commits to the assignment, Management will determine whether it intends to fill the position on a temporary or regular basis and discuss the decision and rationales with the employee. NHSS 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 NHSS 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 NHSS no longer exists or has been filled regularly, and the employee is not surplus by operation of Article 102, the employee shall be placed in an NHSS 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 102.

**6.3.4** Placements under Subsection 6.3.3 (a), (b) or (c) above are exceptions to NHSS 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, NHSS 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 102.

## **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 102, the employee will be redeployed in accordance with Article 102.

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 102 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.

## **7 MID-TERM AGREEMENTS - BUSINESS UNITS**

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

### **7.1 Principles**

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

### **7.2 Issues That May be the Subject of Business Unit Mid-Term Agreements**

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

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

### **7.3 Approvals**

Mid-Term Agreements on items listed in Attachment A will be signed by the Business Unit leader (or equivalent) and the Unit Director(s) whose unit encompasses The Society members in the Business Unit or a Principal Officer from

within the Business Unit, subject to the normal internal review and ratification process. Other items developed at the Business Unit level are subject to JSMC approvals as set out in Section 99.2.

#### **7.4 Scope**

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

#### **7.5 Duration**

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

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

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

#### **7.6 Responsibilities**

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

## Attachment A

Item	Collective Agreement Reference
Performance Pay Complaints (administration only)	Section 21.3
Holiday Shutdown	Section 39.1.4
Minimum Moving Distance (eligibility only)	Section 52.2
Extension of 12 Week Decision Period (Relocation)	Subsection 52.3.3
Lump Sum Payments in Lieu of Expenses	Subsection 52.3.3
Compensation When Assigned to Temporary Work Headquarters	Article 55
On-Call Service	Article 56
Travel Time	Article 58
Shift Work	Article 59 (except 59.3)
Compensation and Working Conditions - 12 Hour Shift Schedule	Article 61 (except 61.2 and 61.3)
Shift Turnover	Article 62
Compensation for Authorization as a Nuclear Shift Supervisor	Article 63
Alternate Hours of Work Arrangements	Article 70
Reduced Hours of Work (RHOW) Arrangements	Article 71
Work Sharing	Article 73
Assignment of Non-Bargaining Unit Work During a Strike/Lockout	Section 74.2
Teleworking	Article 75
Preferred Parking Arrangements	Article 79
Special Clothing	Article 80
Personal Time Off	02-03-04 June 1989 HRPP
Bush Fire/Volunteer Fire Fighting	Article 82
Deferral/Interruption of Vacation	Article 38.15
Extreme Winter Weather Conditions	Article 84
Commuting Allowance	04-02-06 January 1992 HRPP p.4 & p.21
Business Unit Mid-Term Agreement Nuclear Unit of Application Future Downsizing (November 17, 1993)	MT #2

<b>PART III - VOLUNTARY RECOGNITION AGREEMENT</b>
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<b>8 VRA AMENDMENTS</b>
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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 OPGI. The VRA shall remain in effect thereafter except for Sections 4.0 and 5.0 of the VRA (outlined in Articles 14 and 15 of this Agreement) which may be terminated by written notice by either party not less than six months prior to the expiry of the Collective Agreement in operation on **January 1, 2017** 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, NHSS may require that the supervisors defined in Section 8.1 form a separate bargaining unit for which The Society shall be recognized as the bargaining agent and for which there shall be a separate Collective Agreement. In addition, The Society shall continue to be recognized as the bargaining agent for non supervisory staff defined in the VRA. Disputes on the identification of supervisors shall be submitted to a mutually acceptable arbitrator for settlement. If the parties fail to agree to appoint an arbitrator, either party may refer the matter to the Minister of Labour (provincial or federal) or the Chief Justice of the Ontario Court of Justice who shall appoint a single arbitrator. The arbitrator will have the power accorded arbitrators under the Ontario Labour Relations Act and the Canada Labour Code. If NHSS 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, **2017**, 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, **2017** or thereafter six months prior to the expiration of any subsequent Collective Agreement. In such circumstances the parties will have the right, if either party so chooses, to appoint a mutually agreeable mediator for the purpose of reaching a settlement of the issues and where there is mutual agreement the mediator shall arbitrate outstanding matters in dispute.

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

### **8.1 Supervisory Employees**

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

- a) Employees on Salary Schedule 01 or 11 who under Plan A "Nature of Supervision" have either Degree 3 (or higher) or its equivalent;
- b) Employees on Schedules 02, 05, 07, 08, 10, 11, 12, 13, 15 on condition they normally supervise other employees.

<b>PART IV - COLLECTIVE AGREEMENT TERM - NO STRIKE/NO LOCKOUT</b>
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<b>9 COLLECTIVE AGREEMENT TERM - NO STRIKE/NO LOCKOUT</b>
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**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 NHSS are pledged to the effective and efficient operation of NHSS and they pledge themselves, individually and collectively, to refrain from taking part in strikes, lockouts or sympathy strikes and other interference with work or production as long as the terms and conditions in Section 4.0 of the VRA continue.

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

**9.3 Operation of the Collective Agreements**

**9.3.1** Notwithstanding Section 9.1 above, the operation of this Collective Agreement shall consist of two phases as follows:

From January 1, 1999 to March 31, 1999, the Collective Agreements between Ontario Power Generation Inc. (Nuclear), Ontario Power Generation Inc. (Non-Nuclear), Ontario Hydro Services Company Inc., Independent Market Operator and Electrical Safety Authority shall operate as one. The Collective Agreement for this period shall consist of the 1997-1998 Ontario Hydro/Society Collective Agreement in conjunction with and subject to the Memorandum of Settlement dated December 4, 1998 and any new, renewed or amended Letters of Understanding or Business Unit Mid-Term Agreements as provided for under the Memorandum of Settlement.

From April 1, 1999 to December 31, 2000, the OPGI (Nuclear) and the OPGI (Non-Nuclear) Collective Agreements are separate Collective Agreements.

- 9.3.2** The Parties have agreed that The Society will not challenge the above separate successor companies to Ontario Hydro under the successor rights or common employer provisions of the Ontario Labour Relations Act.

#### **9.4 Transition Provisions**

- 9.4.1** The following transitional provisions have no application to any person who was not an employee on January 1, 1999.
- 9.4.2** The term “bargaining unit” for the purposes of Section 9.4 herein (“this Section”) will mean The Society bargaining unit with one of Ontario Power Generation Inc. (Nuclear), Ontario Power Generation Inc. (Non-Nuclear), Ontario Hydro Services Company Inc., Independent Market Operator or Electrical Safety Authority.
- 9.4.3** Applications to vacancies which were posted on or before March 31, 1999 shall be given consideration according to applicable provisions of the single Collective Agreement, in accordance with paragraph 9.3.1, above.
- 9.4.4** Until December 31, 2002, an employee in a bargaining unit who is declared surplus, who is eligible to exercise rights under LOU #4 (“Pre-Mix and Match Surplus Declarations”) or who has recall rights is eligible to apply to posted vacancies in another bargaining unit. An Employer receiving such application will select applicants in accordance with the provisions of its Collective Agreement which govern selections to vacancies. Such applicants will be considered as equal to non-surplus regular employees (i.e. According to Article 65.6.3(f)). A successful applicant will transfer his/her service to the new Employer in accordance with paragraph 9.4.7, below. A successful applicant will not be entitled to any relocation or moving expenses under the provisions of any Collective Agreement.
- 9.4.5** After December 31, 2002, an employee in a bargaining unit who is declared surplus, who is eligible to exercise rights under LOU #4 (“Pre-Mix and Match Surplus Declarations”) or who has recall rights is eligible to apply to posted vacancies in another bargaining unit. Such applicant will be given fair and objective consideration for employment before new hires. A successful applicant will transfer his/her service to the new Employer in accordance with paragraph 9.4.7, below. No employee hired under this provision will be entitled to any relocation or moving expense under the provisions of any Collective Agreement.
- 9.4.6** An employee in a bargaining unit, to the extent he/she is not subject to other selection – provisions in this Section, may apply for posted vacancies and placement in another bargaining unit as an external applicant on the basis of Article 65.6.3(i).



- 9.4.7** Any successful applicant to a position in another bargaining unit shall transfer all accumulated service, vacation, seniority, pension, and sick leave credits as set out in Articles 4 (“Service Credits”), 42 (“Sick Leave Plan”) and 102 (“Employment Continuity”) to the new employer. The employee shall be reimbursed by the former employer for all his/her outstanding accumulated vacation, including current year, bonus, banked and deferred vacation, as applicable under Article 38 (“Vacations”) according to the Collective Agreement with the former employer. The provisions of this paragraph apply to employees changing bargaining units as a result of paragraph 2.2 of the LOU #26 “re: Allocation of Society Staff to Successor Companies” (December 4, 1998).
- 9.4.8** Any dispute arising in respect of paragraphs 9.4.4 and 9.4.5 of this Section shall be dealt with under the timelines in the procedure in LOU #9, “re: Expediting Redeployment Grievances and Arbitrations”.
- 9.4.9** Transitional relativity in substance and term will be maintained with the PWU Collective Agreement with regard to this Section for the duration of this Agreement. If and when PWU changes are agreed to, NHSS and The Society will attempt to agree on equivalent provisions for Society-represented employees. In the event of a dispute, George Adams will remain seized to determine a final and binding solution.

<b>PART V - UNION SECURITY</b>
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<b>10 SOCIETY MEMBERSHIP AND DUES DEDUCTION</b>
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**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 NHSS by compulsory payroll deductions from all Society-represented employees and shall be forwarded to The Society on their behalf with a list of appropriate employee information.

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

**10.3 Bargaining Unit Information**

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

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

<b>11 PRINCIPLES REGARDING INVOLVEMENT WITH RESPECT TO SUCCESSOR RIGHTS</b>
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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 NHSS 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 NHSS.

- c) NHSS agrees to apprise any external third party involved in negotiations that NHSS has employees represented by The Society and NHSS 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 OPGI Human Rights Policy. An employee who has a harassment or discrimination complaint on the basis of these grounds will have access to OPGI Human Rights and Complaints resolution process.

Any Society-represented employee involved in OPGI 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 NHSS's Human Rights and Complaints process or with the Human Rights Commission, The Society will not make such a complaint or NHSS process the subject of a grievance on the employee's behalf.

#### 12.2 Union Activity

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

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 OPGI 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 NHSS shall have the right to refer the matter to the Minister of Labour (provincial or federal) or the Chief Justice of the Ontario Court of Justice and the Minister or Chief Justice shall appoint a mediator and/or arbitrator. The arbitrator will have the power accorded under the Ontario Labour Relations Act and the Canada Labour Code.

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

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

## **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) NHSS need to retain, motivate and recruit qualified staff;
- c) the cost of changes and their impact on total compensation;
- d) the financial soundness of NHSS 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 NHSS or The Society in light of the criteria in items (a) to (d) and his/her decision shall be final and binding.

<b>16 COMPLAINT AND GRIEVANCE/ARBITRATION PROCEDURE</b>
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### **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 NHSS 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 NHSS 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 NHSS 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 NHSS 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

NHSS 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

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

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

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

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

The grievance/arbitration procedure may be used to challenge any unreasonable, arbitrary or bad faith action taken by NHSS 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. NHSS 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 2<sup>nd</sup> Step the Parties will use their best efforts to identify the issue(s), the basis of the grievance and areas of agreement and disagreement. One week before each Step 2 meeting, the parties will exchange briefs outlining the issues, providing the facts and information relevant to the grievance, and containing proposals for settlement of the grievances scheduled for the meeting.
- c) The parties will form a standing Joint Grievance Resolution Committee that will meet on a pre-booked, bi-monthly basis. Each party will appoint

two standing members to this Committee. These appointees must be representatives with decision-making authority.

- d) A Step 2 grievance may be resolved by written agreement of the JGRC. Such resolution shall be final and binding on the Parties. The JGRC may, on consensus, refer a grievance back to local parties for resolution with additional guidance and/or information. Nevertheless, if resolution is not achieved before the date of the next Step 3A meeting, the grievance will be automatically referred to arbitration.

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

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

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

- c) In all cases a single Mediator and/or Arbitrator will be used. 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 NHSS 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) The employee should be advised in writing before any documents are placed on the employee's personal file and when documents are removed from the employee's personal file. 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 eighteen (18) months, and there have been no further disciplinary occurrences, then the documents communicating discipline will be removed.

## **16.9 Society Representatives**

A Society representative will be granted reasonable time off from normal duties and have normal base earnings maintained while acting as a Society representative in any of the steps of the grievance procedure or when required by Management to be a participant in arbitration proceedings under Articles 16, 19, 20, 64 and 102. Requests for time off will be made to Labour Relations, NHSS Human Resources.

## **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** An employee is entitled, prior to the imposition of discipline or discharge, to be notified at a meeting with Management of the reasons for considering such action, unless he/she is a danger to himself/herself or others. A Society representative may be present at such a meeting if the employee so desires. If the employee does wish representation, the Unit Director or The Society Office will be advised in advance by Management of the time and place of the meeting. The employee will be given 72 hours to obtain Society representation and if he/she chooses not to the Unit Director will be notified 72 hours in advance of any meeting.
- 17.3** Where an employee is required to participate in an interview in circumstances where discipline is likely to follow for such employee, the employee shall be advised of his/her right to have a Society representative present, and to have such a representative present during the interview if he/she chooses. The employee will be given 72 hours to obtain Society representation.
- 17.4** A verbal reprimand shall not be considered as a disciplinary measure and shall not be reported in the personal file of the employee.

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

- 18.1** NHSS should advise The Society and provide an opportunity for its involvement at the appropriate organizational level (e.g., NHSS, 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, NHSS 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 NHSS 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), NHSS 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 NHSS 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 in LOU#112 will be subject to the Arbitration provisions (Step 3) of Article 16 of the Collective Agreement, for final and binding resolution.

## **20 PERFORMANCE PAY COMPLAINTS**

- 20.1** The following complaints may be processed through the grievance/arbitration procedure in accordance with Article 16. These are:
- a)** complaints concerning the interpretation or application of Article 21 ("Performance Appraisal Feedback and Advanced Warning of Reduced Performance Pay Standing") including failure to move an employee to the next step or moving an employee to a lower step.
  - b)** complaints from The Society on policy matters concerning the interpretation, application and administration of the Performance Pay Plan.
- 20.2** In the situation where an employee submits a grievance in accordance with Section 20.1(b) above which ends up going to arbitration, the powers of the arbitrator will be as follows:
- An arbitrator appointed to hear a performance appraisal grievance shall have the remedial authority to either remit the matter back for reappraisal or make an award that conforms to the norms of the Performance Pay Plan as applied for the year in question.
- 20.3** All other complaints concerning an employee's performance appraisal will be heard through an internal resolution process. This process consists of the following three consecutive steps:

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

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

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

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

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

### **21.1 Principles**

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

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

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

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

**21.1.5** The employee is responsible for recognizing that a problem exists and making a joint commitment to improve performance, or to jointly look at other alternatives, such as job skill match, etc.

**21.2** Every employee has the right to an annual assessment with written feedback of his/her work over the preceding twelve (12) months.

- 21.3** Employee must be provided with a written record of the performance appraisal. Employees should receive written confirmation that the performance appraisal has taken place, and a statement of the employee's performance pay standing as of the next performance pay adjustment date.
- 21.4** If an employee's performance level may result in a reduction in performance pay standing, the employee will be given written notice at least six (6) months in advance of any contemplated action, setting out as precisely as possible:
- a)** the unsatisfactory performance;
  - b)** what is required to rectify the unsatisfactory performance;
  - c)** the actions that may be taken if improvement does not occur.

## **22** **ROLE OF SUPERVISORS**

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

<b>PART VII - SALARY</b>
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<b>23 SALARY SCHEDULES</b>
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- 23.1** Salary rates shall be in accordance with Salary Schedules 01 and 11, which are part of this Agreement. (Attached **2015 and 2016**).
- 23.2** The salary schedules shall be increased effective January 1, **2015** by **1.75%** and the salary schedules shall be increased effective January 1, **2016** by **1.5%**
- 23.3** Subject to the provisions of this Article, effective the start of the first pay period following January 1, 2011, existing bargaining unit employees will be placed on the new 2011 salary schedule (the “step progression salary schedule”) and regular employees will progress through the pay grade’s steps in accordance with the following:

Regular active employees employed by the Company as of January 1, 2011

(i)(a) Regular active employees (i.e. employees who have not been absent for any reason for six months or more as of January 1, 2011) will be placed on the salary step within their job grade which is closest to, but not less than their salary step as of December 31, 2010. Subject to the provisions in this Article, employees who are placed on the step progression salary schedule will progress to the next step in their salary grade each subsequent year on the date that is the start of the pay period which is nearest to, but not earlier than, the anniversary of their placement on the step progression salary schedule.

(i)(b) An Employee who has been absent from work for any reason for greater than six (6) months as of January 1, 2011, will be placed on the step progression salary schedule upon their return to work. The employee will be placed on the salary step within their job grade which is closest to, but not less than, their salary step at the commencement of their absence, subject to the provisions of the Ontario Employment Standards Act. Subject to the provisions of the Article, employees who are placed on the step progression salary schedule will progress to the next step in their salary grade each subsequent year on the date that is the start of the pay period which is nearest to, but not earlier than, the anniversary of their placement on the step progression salary schedule.

Similarly, employees who, following January 1, 2011, are absent for greater than six months for any reason will have their progression through the steps of their salary grade suspended until their return to work, subject to provisions of the Ontario Employment Standards Act.



Employees hired after January 1, 2011

(ii)(a) Employees who are hired after January 1, 2011 will be placed by management, in its sole discretion, on a step of the salary grade of their job. Subject to the provisions of this Article, the employees will progress to the next step in their salary grade each subsequent year on the date that is the start of the pay period which is nearest to, but not earlier than, the anniversary of their placement on the step progression salary schedule.

23.4 Employees who are placed at the top step of a salary grade in January 2011, or who subsequently attain the top step of a salary grade, will be “green circled” for the duration of the 2011-2013 Collective Agreement.

23.5 NHSS may deny an employee’s annual progression where the Company demonstrates that the employee’s performance in the preceding year does not warrant movement to the next step in the salary grade in accordance with Article 21. A management decision to restrict an employee’s progression to the next pay step is grievable. Management, in its sole discretion, may also accelerate an employee through the steps in a salary grade.

23.6 Employees in a PIP program as of December 31, 2010 will be placed on the step progression at their existing salary grade and in accordance with paragraph 23.3 above. The PIP plan and the employee’s participation in the PIP plan will terminate effective December 31, 2010. On July 1, 2011, employees in the PIP Plan who were placed into the MP2 or MP3 salary grade will be moved laterally to the MP4 salary grade and will then be moved up one step in that salary grade. For those employees, the anniversary date for step progression (as defined in Article 23.3(i)(a)) will become July 1st of each year.

23.7 In consideration of being placed on the Step Based salary schedule no performance pay will be paid to employees for the 2010 performance pay year and the performance pay plan is deemed to have expired December 31, 2009.

23.8 Upon promotion into a higher salary grade, employees will be moved to the same step on the new grade and then immediately progressed to the next highest step.

23.9 NHSS and the Society agree that the introduction of the step progression salary schedule is not intended to provide any additional entitlement to employees other than as is contemplated by this Article. A committee comprised of a maximum of two Society and two NHSS representatives shall be established to review the Collective Agreement to determine what provision of the Collective Agreement must be deleted or amended to give effect to the foregoing (e.g. Collective Agreement provisions which refer to reference points in the salary schedules in the 2010 Collective Agreement). Any disagreements of the committee with respect to such questions shall be referred to Arbitrator Herman for determination.

23.10 Temporary employees will be placed on the step progression salary schedule in accordance with Article 23.3. However, and notwithstanding anything in this article, temporary employees will not thereafter progress through the steps of their salary grade on an annual basis.

**SALARY SCHEDULE TO BE AGREED BASED ON AN END POINT EQUAL TO 100% OF THE RELEVANT SALARY SCALE.**

**Schedule 01 Weekly - 35 hours per week**

**Step Progression Weekly Salary Schedule 2015**

	MP2	MP3	MP4	MP5	MP6
Step 19					\$ 2,553.82
Step 18					\$ 2,500.91
Step 17					\$ 2,448.03
Step 16				\$ 2,395.15	\$ 2,395.15
Step 15				\$ 2,345.54	\$ 2,345.54
Step 14				\$ 2,295.94	\$ 2,295.94
Step13			\$ 2,246.33	\$ 2,246.33	\$ 2,246.33
Step12			\$ 2,199.79	\$ 2,199.79	\$ 2,199.79
Step11			\$ 2,153.27	\$ 2,153.27	\$ 2,153.27
Step10		\$ 2,106.76	\$ 2,106.76	\$ 2,106.76	\$ 2,106.76
Step9		\$ 2,043.06	\$ 2,043.06	\$ 2,043.06	\$ 2,043.06
Step8	\$ 1,975.85	\$ 1,975.85	\$ 1,975.85	\$ 1,975.85	
Step7	\$ 1,916.11	\$ 1,916.11	\$ 1,916.11	\$ 1,916.11	
Step6	\$ 1,864.35	\$ 1,864.35	\$ 1,864.35		
Step5	\$ 1,797.07	\$ 1,797.07	\$ 1,797.07		
Step4	\$ 1,741.25	\$ 1,741.25	\$ 1,741.25		
Step3	\$ 1,685.41	\$ 1,685.41	\$ 1,685.41		
Step2	\$ 1,633.05	\$ 1,633.05	\$ 1,633.05		
Step1	\$ 1,580.68	\$ 1,580.68	\$ 1,580.68		
Student Step 2	\$ 1,458.80	\$ 1,458.80	\$ 1,458.80		
Student Step 1	\$ 1,336.68	\$ 1,336.68	\$ 1,336.68		

Effective January 1, 2015

**Schedule 01 Weekly - 35 hours per week**  
**Step Progression Weekly Salary Schedule 2016**

	MP2	MP3	MP4	MP5	MP6
Step 19					\$ 2,592.13
Step 18					\$ 2,538.42
Step 17					\$ 2,484.75
Step 16				\$ 2,431.08	\$ 2,431.08
Step 15				\$ 2,380.72	\$ 2,380.72
Step 14				\$ 2,330.38	\$ 2,330.38
Step13			\$ 2,280.02	\$ 2,280.02	\$ 2,280.02
Step12			\$ 2,232.79	\$ 2,232.79	\$ 2,232.79
Step11			\$ 2,185.57	\$ 2,185.57	\$ 2,185.57
Step10		\$ 2,138.36	\$ 2,138.36	\$ 2,138.36	\$ 2,138.36
Step9		\$ 2,073.71	\$ 2,073.71	\$ 2,073.71	\$ 2,073.71
Step8	\$ 2,005.49	\$ 2,005.49	\$ 2,005.49	\$ 2,005.49	
Step7	\$ 1,944.85	\$ 1,944.85	\$ 1,944.85	\$ 1,944.85	
Step6	\$ 1,892.32	\$ 1,892.32	\$ 1,892.32		
Step5	\$ 1,824.03	\$ 1,824.03	\$ 1,824.03		
Step4	\$ 1,767.37	\$ 1,767.37	\$ 1,767.37		
Step3	\$ 1,710.69	\$ 1,710.69	\$ 1,710.69		
Step2	\$ 1,657.55	\$ 1,657.55	\$ 1,657.55		
Step1	\$ 1,604.39	\$ 1,604.39	\$ 1,604.39		
Student Step 2	\$ 1,480.68	\$ 1,480.68	\$ 1,480.68		
Student Step 1	\$ 1,356.73	\$ 1,356.73	\$ 1,356.73		

Effective January 1, 2016

**Schedule 11 Weekly - 40 hours per week  
Step Progression Weekly Salary Schedule 2015**

	MP2	MP3	MP4	MP5	MP6
Step 19					\$ 2,991.61
Step 18					\$ 2,929.64
Step 17					\$ 2,867.69
Step 16				\$ 2,805.74	\$ 2,805.74
Step 15				\$ 2,747.63	\$ 2,747.63
Step 14				\$ 2,689.53	\$ 2,689.53
Step13			\$ 2,631.42	\$ 2,631.42	\$ 2,631.42
Step12			\$ 2,576.90	\$ 2,576.90	\$ 2,576.90
Step11			\$ 2,522.41	\$ 2,522.41	\$ 2,522.41
Step10		\$ 2,467.91	\$ 2,467.91	\$ 2,467.91	\$ 2,467.91
Step9		\$ 2,393.30	\$ 2,393.30	\$ 2,393.30	\$ 2,393.30
Step8	\$ 2,314.57	\$ 2,314.57	\$ 2,314.57	\$ 2,314.57	
Step7	\$ 2,244.58	\$ 2,244.58	\$ 2,244.58	\$ 2,244.58	
Step6	\$ 2,183.95	\$ 2,183.95	\$ 2,183.95		
Step5	\$ 2,105.14	\$ 2,105.14	\$ 2,105.14		
Step4	\$ 2,039.75	\$ 2,039.75	\$ 2,039.75		
Step3	\$ 1,974.34	\$ 1,974.34	\$ 1,974.34		
Step2	\$ 1,913.00	\$ 1,913.00	\$ 1,913.00		
Step1	\$ 1,851.66	\$ 1,851.66	\$ 1,851.66		
Student Step 2	\$ 1,708.88	\$ 1,708.88	\$ 1,708.88		
Student Step 1	\$ 1,565.82	\$ 1,565.82	\$ 1,565.82		

Effective January 1, 2015

**Schedule 11 Weekly - 40 hours per week**  
**Step Progression Weekly Salary Schedule 2016**

	MP2	MP3	MP4	MP5	MP6
Step 19					\$3,036.48
Step 18					\$2,973.58
Step 17					\$2,910.71
Step 16				\$2,847.83	\$2,847.83
Step 15				\$2,788.84	\$2,788.84
Step 14				\$2,729.87	\$2,729.87
Step13			\$2,670.89	\$2,670.89	\$2,670.89
Step12			\$2,615.55	\$2,615.55	\$2,615.55
Step11			\$2,560.25	\$2,560.25	\$2,560.25
Step10		\$2,504.93	\$2,504.93	\$2,504.93	\$2,504.93
Step9		\$2,429.20	\$2,429.20	\$2,429.20	\$2,429.20
Step8	\$2,349.29	\$2,349.29	\$2,349.29	\$2,349.29	
Step7	\$2,278.25	\$2,278.25	\$2,278.25	\$2,278.25	
Step6	\$2,216.71	\$2,216.71	\$2,216.71		
Step5	\$2,136.72	\$2,136.72	\$2,136.72		
Step4	\$2,070.35	\$2,070.35	\$2,070.35		
Step3	\$2,003.96	\$2,003.96	\$2,003.96		
Step2	\$1,941.70	\$1,941.70	\$1,941.70		
Step1	\$1,879.43	\$1,879.43	\$1,879.43		
Student Step 2	\$1,734.51	\$1,734.51	\$1,734.51		
Student Step 1	\$ 1,589.31	\$ 1,589.31	\$ 1,589.31		

Effective January 1, 2016

Note: This schedule covers a 40 hour work week. It represents a 2.5% increase over the hourly rate (represented as a weekly rate in this schedule) over salary schedule 01. This difference in rate was negotiated in the 2000 OPG agreement in exchange for the elimination of Article 69 of the agreement (the Reduced Workweek Entitlement RWE). The 2000 OPG Agreement succeeded to NHSS in 2001.

## **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.

## **31 JOB EVALUATION PLANS**

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

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

## **32 PERFORMANCE PAY PLAN**

**32.1** During the term of this Collective Agreement, NHSS will not terminate or alter the terms of the Performance Pay Plan (1978, revised 1987) without the agreement of The Society. The current practice for administering the Plan will continue.

**32.2** Nothing in this article amends or abrogates any terms of the Performance Pay Grievance Settlement, dated June 21, 1996 and the Personal Performance Management Grievance Settlement dated April 6, 2000.

## **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**

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

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

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

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

### **34.2.2 Termination**

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

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

Temporary employees with more than 12 months' service are entitled to sick leave credits equal to eight days at 100% and 15 days at 75% per annum, performance appraisals and consideration for performance pay, and severance pay equal to two weeks' base salary per continuous year of service. Within 10 days of his/her 12 month anniversary date of employment, the temporary employee may make a one time election, for EHB Plan coverage entirely at his/her cost. 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).



<b>PART VIII - ABSENCE FROM WORK</b>
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<b>35 PAID/UNPAID TIME OFF</b>
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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) Provincially Regulated Employees**

In the event of the death of a family member, including parent, parent-in-law, step-parent, brother, brother-in-law, step-brother, sister, sister-in-law, step-sister, husband, wife, son, son-in-law, daughter, daughter-in-law, grandparents, grandparents-in-law, and grandchildren, an employee may be granted leave of absence with pay. The supervisor will take into consideration the relationship of the deceased, the distance that the employee has to travel, and the need for the employee to attend to arrangements when deciding how much time is to be granted. Usually a period of up to three days is an adequate amount of time. In the event of the death of a fellow employee, time off with pay may be granted to attend the funeral.

#### **b) Federally Regulated Employees**

i) 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.

- ii) 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.
- iii) 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

Normally employees will be expected to arrange routine medical or dental appointments during non-working hours. Where such appointments cannot be arranged during non-working hours the time shall be charged against an employee’s sick leave time, unless that employee has less than 100 accumulated sick day credits.

An employee who does not have 100 accumulated sick day credits 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 **ten (10)** days a year may be taken for this purpose. By mutual agreement with his/her supervisor, the employee may pay for this time by using his/her banked overtime, by working back the time over a reasonable period of time, or by taking the time off without pay.

### 35.5 Government Declared Emergency

In the event of a Government Declared Emergency where non-essential workers are ordered to stay at home, the essential workers who are required to come in will be compensated with an additional 1 day of paid vacation per day worked.

## 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;
- NHSS'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, NHSS is obligated to relocate the employee within NHSS 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**

NHSS 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.

NHSS 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.

Representatives will inform their supervisor when they are leaving their regular work location and will provide an estimate for how long they will be away from their regular work location.

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. Pre-approved absence from work for Society business will be viewed by the employer as positive contribution to the company and positively reflected in the employee's 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 NHSS 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** NHSS 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.

## **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 by June 30**

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).

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

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

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

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

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

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

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

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

**38.7 External Experience Credit**

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

**38.7.1 Appointments to Positions Paid from Salary Schedules 01 and 11**

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

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

Salary Schedules 01, 02	April 1, 1956
Salary Schedules 05, 07, 08	January 1, 1988
Salary Schedules 03, 13	January 1, 1992
Salary Schedules 11, 12, 15	January 1, 2001

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

**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 9.4 Transition Provisions).

**38.9 Vacation Without Pay**

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

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

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

**38.11 Banked Vacation**

Effective January 1, 1993, upon eligibility for 25 working days (five weeks) of annual vacation, employees may defer and accumulate any vacation entitlement beyond 15 days per year. A maximum of 30 weeks' vacation may be banked. Banked vacation may be taken at a later date, subject to the supervisor's approval, or may be taken as a cash payment upon retirement.

**38.12 Vacation Bonus**

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

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

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

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

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

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

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

The appropriate percentages determined by vacation entitlement are as follows:

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

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

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

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

### **38.15 Deferment or Interruption of Vacations**

**38.15.1** Reimbursement will be made for out-of-pocket expenses incurred by an employee who, at the request of NHSS, 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 NHSS, the employee shall receive premium rates of pay for all normal hours worked on cancelled vacation days for which seven calendar days' notice has not been given up to a maximum of seven calendar days.

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

### **39 STATUTORY HOLIDAYS AND FLOATING HOLIDAYS**

For federally regulated employees, 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 NHSS as statutory holidays:

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

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

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

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

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

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

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

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

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

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

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



### 39.1.4 Holiday Shutdown

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

## 40 UNEMPLOYMENT INSURANCE COMMISSION REBATE

The value of any Unemployment Insurance Commission (UIC) rebate shall accrue to NHSS.

## 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).

### Definitions

***Pregnancy leave*** means a leave of absence of up to 17 weeks for a pregnant employee who has been employed by NHSS 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 NHSS for at least 13 weeks and who is the parent of a child. This employee is entitled to a leave of

absence following the birth of the child, or the coming of the child into the custody, care and control of the parent for the first time. Unless provided for in this Article, this leave is without pay.

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

#### **41.1 Pregnancy Leave**

- a) Start Date: Pregnancy leave may begin at any time during the 17 weeks immediately preceding the expected date of delivery.
- b) End Date: Pregnancy leave normally ends 17 weeks after the pregnancy leave began.
- c) Notice: The employee must give NHSS 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: NHSS will continue to pay the NHSS portion of the contributions for Group Dental, Extended Health Benefits, Pension Plan, Life Insurance, and any other type of benefit plan related to the employee's employment as prescribed by the Employment Standards Act for provincially regulated employees, and the Canada Labour Code for federally regulated employees, for the duration of the pregnancy leave, unless the employee gives NHSS 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 NHSS 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: NHSS will continue to pay the employer portion of the contributions for Group Dental, Extended Health Benefits, Pension Plan, Life Insurance, and any other type of benefit plan related to the employee's employment as prescribed by the Employment Standards Act for provincially regulated employees, and the Canada Labour Code for federally regulated employees, for the duration of the parental leave, unless the employee gives NHSS written notice that the employee does not intend to pay the employer 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 NHSS 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 NHSS 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 (pregnancy leaves only, not parental leaves); and

- ii) when receiving EI benefits, the employee is eligible to receive payments equivalent to the difference between the EI benefits and ninety-three percent (93%) of the employee's base pay for up to fifteen (15) weeks while on pregnancy leave and for up to three (3) weeks while on parental leave. Where the employee's base salary exceeds 1.5 times the Years Maximum Insurable Earnings, the employee will receive an additional \$300 as a lump sum as full compensation for any clawback that may be required by Canada Customs and Revenue Agency or any other government agency.
  - iii) where an employee becomes eligible for an annual increment/salary schedule adjustment during the period of pregnancy/parental leave, payments under 41.3(b)(i) and 41.3(b)(ii) shall be adjusted accordingly.
- c) An employee who qualifies under Section 41.3(a) shall sign an agreement with NHSS providing:
- i) that she/he will return to work and remain in NHSS'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 NHSS'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 NHSS 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.

## PROVINCIAL AND FEDERAL EMPLOYEES

**Birth Mothers:**

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

Plus Parental Leave as outlined below.

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

Parental Leave		
2 week waiting period (If required*)	3 wks	32 weeks maximum
Unpaid	EI*+SUB=93%	EI

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

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

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

Parental Leave (Maximum 35 weeks)
Unpaid

**42 SICK LEAVE PLAN FOR TO EMPLOYEES HIRED PRIOR TO JANUARY 1, 2001 OR COVERED BY THE TRANSITION PROVISIONS IN ARTICLE 9**

- 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 7<sup>th</sup> 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 NHSS.
- 42.4** An employee will be reimbursed for any doctor's note required by NHSS.

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

- 42A.1** The Company's Sick Leave Plan will provide probationary and regular employees with substantial income protection regardless of their seniority. Probationary and Regular Employees will accumulate 8 sick leave credits (a credit equals 8 hours, 7.5 or 7 hours, whichever applies to the employee) per year of service at 100% of the employee's base pay.
- 42A.2** When employees have exhausted their sick leave credits and are on sick leave, they will be paid at 75% of their base rate for a period of up to 6 months.
- 42A.3** Employees who are on continuous sick leave for 6 months and who qualify will be placed on Long Term Disability (LTD).
- 42A.4** In the event of denial of LTD benefits, the employee will have their wages maintained at 75% of base wages until completion of 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 NHSS.

**42A.6** Regular part-time employees shall receive a pro-rated number of sick leave credits.

**43 LONG TERM DISABILITY FOR EMPLOYEES HIRED PRIOR TO JANUARY 1, 2001 OR COVERED BY THE TRANSITION PROVISIONS IN ARTICLE 9**

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 New Horizon System Solutions Pension Plan, Health and Dental benefits, and the Group Life Insurance Plan.

#### **43.4 Other Conditions**

- 43.4.1** NHSS 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 NHSS, NHSS 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 NHSS Pension Plan.
- 43.4.3** Where a position is identified that both NHSS and the employee on LTD agree he/she can become qualified for through educational retraining, NHSS 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 New Horizon System Solutions Pension Plan, Health and Dental benefits, and the Group Life Insurance Plan.

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

- 43A.4.1** NHSS 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 NHSS, NHSS 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 NHSS's Pension Plan.
- 43A.4.3** Where a position is identified that both NHSS and the employee on LTD agree he/she can become qualified for through educational retraining, NHSS 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 NHSS are required to notify NHSS 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 NHSS 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 OPGI 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, NHSS will maintain the base salary and benefits of the pre-disability position until the employee's performance standing in the new position exceeds that in the pre-disability position.

**45.5 Termination of Employment**

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

<b>PART IX - HEALTH BENEFITS</b>
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NHSS, through its claims services provider, shall provide extended health benefits and dental coverage as outlined in the pamphlet entitled "Health & Dental Benefits for Performance Paid Employees, Eligible Dependents and Pensioners", dated April 1, 1999, and in accordance with the existing insurance carrier contract for Society-represented staff. Management will advise The Society when the health and dental benefits brochure is amended to reflect negotiated changes.

<b>46 EXTENDED HEALTH BENEFITS (EHB)</b>
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Effective January 1, 2011 the following applies :

- *Where possible the drug card must be used for all drugs purchased. Paper claims for drugs not purchased through the drug card will be accepted on two months per year (October and April).*
- *Self-Testing Devices (Blood Pressure Kits) may be purchased once every three (3) calendar years.*
- *There is full coverage for Breathe Easy Strips.*
- *CPAP Machine and associated equipment including headgear, mask, hose and filters are covered*
- *Viagra is covered with a yearly maximum of \$500.00 per person.*
- *Laser Eye Surgery to a lifetime maximum of \$3000.00 per person.*
- *Coverage for Chiropractic services is increased from \$600 to \$650 per year.*
- *Increased coverage for Chronic Care from \$30 per day to \$40 per day.*
- *Increased coverage for Convalescent/Rehab to 365 days per lifetime.*
- *TMJ Devices are covered at 85%. After a period of 5 years from the initial date of purchase , on the written recommendation of the attending physician and with the provision of any required supporting evidence, the \$1300 maximum may be reinstated*
- *Increased coverage for Paramedical Services from \$500 per year to \$1500 per year*
- *Coverage for Shiatsu Therapy when provided by a Registered Massage Therapist (RMT) or a Certified Shiatsu Therapist.*
- *Private Duty Nursing covered provided it is ordered by the attending physician and only to the extent the patient's medical needs for registered nursing cannot be provided through the Community Care Access Centre (CCAC)*
- *Increased coverage for Registered Clinical Psychologist from \$2000 annually to \$4000 annually.*
- *Coverage for Over-The-Counter is deleted except for life sustaining drugs*
- *Coverage for food supplements, when prescribed by a physician may be for either Boost or Ensure.*
- *Coverage for either Synvisc or Orthovisc (but not both).*
- *Coverage for orthotics shall be increased to \$450 per person every three years.*
- *Employees shall fill prescriptions and purchase drugs using generic brands whenever a generic brand is available. If an employee's prescription is for a brand name drug where a generic brand is available, the employee will be responsible for the difference in cost.*
- *Drug dispensing fees shall be reimbursed to a maximum of \$9.00 per prescription.*
- *Coverage for vision care increased to \$500 per two years.*
- *Current learning disability testing shall be expanded to include aptitude testing for eligible dependents, under the age of 18 for active employees.*

- *IUD Birth control will be covered under this Plan.*
- *Wig coverage extended to include burn patients and those who suffer from alopecia.*
- *Include coverage for Osteopathy under paramedical coverage.*

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

- 46.2** NHSS agrees to offer employees the option of using the Preferred Vision Services (PVS) Plan, subject to its availability.
- 46.3** NHSS agrees to investigate using its purchasing power to negotiate a discounted group rate for employees who wish to purchase out of country travel insurance.
- 46.4** NHSS and the Society will investigate, using their purchasing power, to negotiate a reduced rate for dispensing fees at major Pharmacies.

#### **47 DENTAL PLAN**

Effective January 1, 2011 the following applies:

- Coverage on Class A dental increased to 100% paid by employer.
- Coverage for Class B Services (excluding orthodontics) – increased to 90% paid by employer.
- Dental Predetermination is now valid for 6 months instead of 12 months.
- Effective January 1, 2001 there must have been a 9 month period since the date of the last Recall appointment. This does not change entitlement to the units available for scaling and polishing.
- Coverage for orthodontic services shall be increased to \$4500 (75% co-insurance to remain the same).
- Coverage for major dental restoration (e.g. crowns, etc.) shall be subject to a lifetime maximum of \$50,000.00.
- Dental implants will be covered up to the amount of the least costly alternative treatment.

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

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

Private/Semi-private hospital coverage shall be limited to a maximum of \$350.00 for Private and \$280.00 for Semi-private per night.

<b>PART X - PENSION AND INSURANCE</b>
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<b>49 LIFE INSURANCE</b>
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**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 NHSS.

**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**

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

<sup>1</sup> *Basic Term Insurance is composed of term insurance equal to base annual earnings raised to the next \$500.00 and multiplied by 2.*

<sup>2</sup> *Additional Term Insurance is the optional term insurance which an employee may elect in addition to the basic insurance coverage. It is equal to base annual earnings raised up to the next \$1,000.00.*

**49.3** 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;
- NHSS'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** The amount will be limited to 50% of the employee's basic coverage.

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

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

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

**50 PENSION PLAN**

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

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

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

**50.3 Probationary Employees**

Probationary employees will become members of the Pension Plan on the first day of the month following their hire date.

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

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

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

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

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

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



### 50.5 Buy-Back of Service

The following shall apply after the Pension Rules are changed.

- a) Employees will be able to purchase the following service on an actuarial basis at no cost to NHSS, provided the employee provides evidence of such service satisfactory to NHSS:
  - i) summer and co-op students;
  - ii) casual construction;
  - iii) temporary employees;
  - iv) leaves of absences;
  - v) pregnancy/parental leaves;
  - vi) broken service;
  - vii) external service (see (b) below)
 (iv), (v) and (vi) above are enhancements to current provisions.
  
- b) This provision will be subject to restrictions of the *Income Tax Act* (Canada) and all applicable provincial or federal pension legislation. (For example, external service prior to 1992 can only be purchased if there was a reciprocal Agreement with the former Employer in existence at the time and still exists.)
  
- c) For the purposes of this section, “service” shall mean service with Ontario Hydro prior to April 1, 1999 or service with Ontario Hydro’s successors after April 1, 1999.

### 50.6 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. Eliminate post-retirement spouse as eligible/qualified dependant for all benefits, including health and dental benefits, unless provided with survivor pension benefits.

### 50.7 Bridging Benefit

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

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

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

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

$$A \times B \times C$$

where:

A equals 0.625%

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

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

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

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

#### **50.9 Continued Contribution**

Contributions are now allowed beyond 35 years.

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

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

#### **50.11 Plan Formula**

Effective October 1, 2001 there will be a Reduction of CPP integration adjustment factor from .625% to .500%. Effective January 1, 2011, if the assets **exceed** 106% of the liabilities based upon a solvency valuation (including indexation), then the employee's contribution will be reduced by 0.5% and employee's contributions

will increase by 0.5% if and when assets subsequently fall below 106% of the liabilities based upon a solvency valuation (including indexation). Further, NHSS agrees not to take a contribution holiday where the assets are below 106% of the liabilities based upon a solvency valuation (including indexation). With respect to providing additional pension security during the term of this Collective Agreement and in the event the pension plan assets are below 106% of the liabilities based upon a solvency valuation (including indexation), NHSS will fund Company current service costs up to the maximum tax deductible contribution based on a solvency valuation that includes indexation.

**Effective January 1, 2015 the employee contributions to the NHSS Pension Plan shall increase from 5.5% and 7.5% below and above YMPE respectively to 7.0% and 9.0% below and above YMPE.**

#### **50.12 Supplementary Plan**

The following language will be included in the supplementary plan:

“Society members of the NHSS 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 NHSS registered pension plan to the amount one would receive if there were no ITA limits.”

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

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

#### **50.14 Fund Transfer**

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

#### **50.15 Probationary Employees**

Probationary employees will become members of the Pension Plan on the first day of the month following their hire date.

**50.16** NHSS will conduct solvency and going concern valuations annually, the results of which will be shared with the Society through the NHSS Society Pension Committee.

**50.17 Post Retirement Benefits**

**Effective April 2 2014, employees who retire must have 10 years of credited service with NHSS to qualify for post-retirement benefits (OPEB).**

**After April ,11 2014, after becoming eligible to retire under the terms of the pension plan, those who take the full commuted value of their pension benefit will not be eligible for post-retirement benefits (OPEB).**

## **PART XI - RELOCATION ASSISTANCE**

The following provisions apply to regular employees and are outlined in the brochure entitled "Relocation Assistance Benefits for Performance Paid Staff" (1995).

### **51 HOUSING ASSISTANCE PLAN**

#### **51.1 Intent**

- 51.1.1** NHSS'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 NHSS 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 NHSS.

#### **51.2 Purchase Guarantee**

- 51.2.1** NHSS 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** NHSS 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 NHSS's Purchase Guarantee within five days of its receipt. If the employee rejects the Purchase Guarantee, NHSS 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**

NHSS will provide The Society with an initial six month report of home appraisal documentation prior to January 1, 1995. Representatives from NHSS 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 NHSS 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 NHSS 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. NHSS 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 NHSS's Purchase Guarantee and the amount of the offer. The employee's acceptance of any offer less than NHSS'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 NHSS**

- 51.4.1** The employee must be prepared to sign power of attorney authorizing NHSS 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** NHSS will pay to the employee the difference between the value of the property to NHSS (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 NHSS, 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 NHSS 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 NHSS. 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 NHSS 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.

### **51.6 House Evaluation and Guarantee – Atikokan Thermal Generating Station (TGS)**

**51.6.1** Employees at Atikokan TGS who are declared surplus and terminated may avail themselves of the Housing Evaluation Guarantee provisions outlined in Article 54.

## **52 MOVING EXPENSES**

### **52.1 Intent**

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

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

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

### **52.2 Minimum Moving Distance**

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

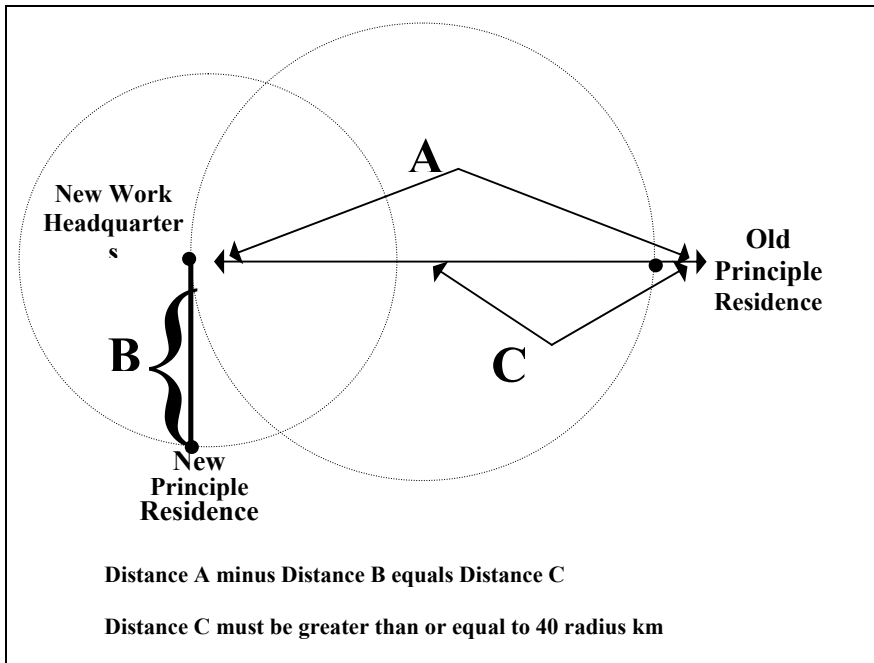
- increase in commuting time;
- increase in commuting cost;
- access to public transit;

- personal family considerations;
- recognition that NHSS is not responsible for upgrading the individual's standard of living;
- permanence of move to the new work location;
- relationship between road distance and radius distance;
- comparability of eligibility in comparison to treatment of Society-represented employees in similar circumstances.

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

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

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





## **52.3 Expenses for Reimbursement**

### **52.3.1 Household Effects**

NHSS 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 NHSS of his/her preferred lawyer. NHSS will request the lawyer for an estimate on what the fees will be to complete the sale and/or purchase transaction. If NHSS finds the solicitor's estimate to be unreasonable, NHSS 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 NHSS.
- Legal fees shall be defined to include fees for arranging or discharging a first mortgage when required and will include land transfer tax.
- Disbursements shall be defined herein as those items paid by a lawyer on behalf of the employee for services in connection with the purchase or sale of the employee's residence including land transfer tax and land surveys when required, Ontario New Home Warranty Program if required for a new house, GST, and penalty costs to a maximum of three months' interest payments involved in discharging a first mortgage on the residence in the former location when required.

### **52.3.3 Transfer Expenses**

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

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

a new principal residence will be paid at the discretion of local Management.

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

#### **52.3.4 Spousal Assistance**

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

#### **52.3.5 Rental Assistance**

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

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

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

Upon request, NHSS 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 NHSS'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, NHSS 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 NHSS requires an employee who occupies a house or trailer on NHSS property or a site under NHSS 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 NHSS. 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**

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

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

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 April 2001 - 2 Storey

FROM:	TO:																											
	Ajax	Barrie	Belleville	Brampton	Kincardine	Kingston	London	Mississauga	Napanee	Newcastle	Newmarket	North Bay	Oakville	Oshawa	Ottawa	Peterborough	Pickering	Pt. Dover / Simcoe	Port Elgin	Sarnia	Sudbury	Timmins	Thornhill / Richmond Hill	Thunder Bay	Toronto East	Toronto Central	Toronto West	Whitby
Ajax							1.14		1.10			1.22					1.10					1.32		1.30	2.06	1.69		
Barrie	1.16		1.11			1.32		1.27	1.41	1.09	1.27											1.53		1.50	2.38	1.95	1.09	
Belleville	1.32	1.14	1.27			1.51		1.46	1.61	1.16	1.24		1.46	1.06								1.75		1.72	2.72	2.23	1.24	
Brampton						1.19		1.15	1.27		1.15											1.38		1.35	2.15	1.76		
Kincardine	1.71	1.48	1.29	1.64		1.26	1.32	1.95	1.06	1.23	1.88	1.16	2.09	1.51	1.61	1.34	1.88	1.37		1.23	1.20	1.16	2.26	1.34	2.23	3.53	2.89	1.61
Kingston	1.36	1.17	1.30			1.55		1.49	1.66	1.20	1.28	1.06	1.49	1.09								1.79	1.06	1.77	2.80	2.29	1.28	
London	1.30	1.13	1.25			1.48		1.43	1.59	1.15	1.22		1.43									1.72		1.69	2.68	2.20	1.22	
Mississauga											1.07											1.16		1.14	1.81	1.48		
Napanee	1.61	1.39	1.22	1.55		1.19	1.24	1.84	1.16	1.77	1.10	1.97	1.42	1.52	1.26	1.77	1.29		1.16	1.13	1.10	2.13	1.26	2.10	3.32	2.72	1.52	
Newcastle/Courtice	1.39	1.20	1.05	1.33		1.07	1.58		1.53	1.69	1.22	1.31	1.08	1.53	1.11							1.83	1.08	1.81	2.86	2.34	1.31	
Newmarket											1.11											1.20		1.18	1.87	1.53		
North Bay	1.47	1.27	1.11	1.41		1.08	1.13	1.68	1.06	1.62		1.79	1.29	1.38	1.15	1.62	1.18		1.06			1.94	1.15	1.91	3.03	2.48	1.38	
Oakville																						1.08		1.07	1.69	1.38		
Oshawa	1.14		1.09			1.30		1.25	1.39	1.07	1.25											1.50		1.48	2.34	1.92	1.07	
Ottawa	1.06					1.21		1.17	1.30		1.17											1.40		1.38	2.19	1.80		
Peterborough	1.28	1.11	1.23			1.46		1.41	1.56	1.13	1.21		1.41									1.69		1.67	2.64	2.16	1.21	
Pickering											1.11											1.20		1.18	1.87	1.53		
Pt. Dover/Simcoe	1.25	1.08	1.20			1.43		1.38	1.53	1.10	1.18		1.38									1.65		1.63	2.58	2.11	1.18	
Port Elgin	1.71	1.48	1.29	1.64		1.26	1.32	1.95	1.06	1.23	1.88	1.16	2.09	1.51	1.61	1.34	1.88	1.37		1.23	1.20	1.16	2.26	1.34	2.23	3.53	2.89	1.61
Sarnia	1.39	1.20	1.33			1.07	1.58		1.53	1.69	1.22	1.31	1.08	1.53	1.11							1.83	1.08	1.81	2.86	2.34	1.31	
Sudbury	1.43	1.23	1.08	1.37		1.10	1.63		1.57	1.74	1.26	1.34	1.11	1.57	1.14							1.89	1.11	1.86	2.94	2.41	1.34	
Timmins	1.47	1.27	1.11	1.41		1.08	1.13	1.68	1.06	1.62		1.79	1.29	1.38	1.15	1.62	1.18		1.06			1.94	1.15	1.91	3.03	2.48	1.38	
Thornhill / R. Hill																										1.56	1.28	
Thunder Bay	1.28	1.11	1.23			1.46		1.41	1.56	1.13	1.21		1.41									1.69		1.67	2.64	2.16	1.21	
Toronto East																										1.58	1.30	
Toronto Central																												
Toronto West																											1.22	
Whitby	1.06					1.21		1.17	1.30		1.17											1.40		1.38	2.19	1.80		

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 NHSS'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 NHSS 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 NHSS, 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 NHSS.

#### **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 NHSS vehicle will be one of the commuting options considered.

If an NHSS 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 NHSS 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. Volunteers will be solicited for on-call assignments. For clarity, and subject to the limitations on hours set out below, where volunteers cannot be solicited or obtained, on-call will be assigned on a “Senior Choice/Junior Force” basis among the employees with the skill and ability to perform the work required.

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, which agreement shall not be unreasonably withheld. In workgroups where there are insufficient numbers of employees to ensure on-call coverage throughout the year, employees will be assigned on-call for equal periods of time.

**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 ½ hour of the top step of MP4 rounded to the nearest dollar.

**56.2.3** The on-call service payment for any 24-hour period outside normal work hours (i.e., Saturday, Sundays, Statutory Holidays and granted days) is 1 hour of the top step of MP4 rounded to the nearest dollar.

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

**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. The employee or the supervisor may propose the method of payment, but it is the supervisor's responsibility to approve the method of payment most compatible with the unit's needs. Prior understanding between the supervisor and employee is desirable.

**57.2 Day Workers**

Overtime Worked	Overtime Hours	Rate of Payment
Monday to Friday	Authorized overtime beyond normal scheduled hours worked in the day	Time and one half (T-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 Deleted

57.5 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 NHSS.

#### 57.6 **Recording Overtime**

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

### 58 TRAVEL TIME

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

#### 58.1 **General**

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

#### 58.2 **Excessive Travel**

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

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

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

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

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

#### 59.1 Definitions

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

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

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

#### 59.2 Shift Workers

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

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

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

The requirement to obtain and maintain a 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 NHSS's operations, it may be necessary for employees on shift to work some overtime.

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

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

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

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

### **59.3 Shift Allowances**

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

- Shift work on Saturdays and Sundays: 50% of the top step of MP4 95% of the top step of the MP4 salary schedule –rate per hour worked.
- Shift work on statutory holidays: 95% of the top step of the MP4 salary schedule rate per hour worked.

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

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

- For work on an 8-hour afternoon shift (1600 - 2400 hours) - 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 Information Management Systems Division**

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

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

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

#### **59.5 Ten Hour Shifts**

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

**d) Special Circumstances**

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

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

- i) Vacation
  - ii) Floating Holidays
  - iii) Sick Leave
  - iv) Leave of Absence/Unpaid Time Off
  - v) Travel Time
  - vi) Medical and Dental Consultation - Periods of less than four hours shall not be deducted from sick leave credits, unless an employee has 100 or more accumulated sick day credits.
- a) In the application of the above-noted items (i) (ii) and (iii), a “days” entitlement will mean eight hours, i.e. a 10-hour day/shift will constitute one day and two hours deducted from credits.
  - b) When an employee is scheduled to work a 10-hour day/shift and one of the under-noted conditions occurs, a “day” will be considered to be 10 hours.
    - i) Jury duty and attendance at court
    - ii) Funerals
    - iii) Moving Day
    - iv) Time Charges for Attendance at Delegates’ Council and meetings of The Society’s Board of Directors.

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

- 1) Periodic shifts for non-shift employees shall be allowed to mirror shifts created under PWU "periodic shift" agreements in force at the time of settlement, when The Society employee(s) provides direct supervision or



technical support (including inspection/testing) alongside such PWU-represented employees for:

- a) field settings
  - b) laboratory settings.
- 2) In the circumstances described in paragraph 1, above, an employee shall be assigned to periodic shifts for a maximum of 60 working days per fiscal year in the aggregate, (except I&M Technician Supervisors who may be required to work on shift for up to 8 months of the year) under applicable shift provisions of the Collective Agreement including normal shift differentials and premiums.
  - 3) This Article does not alter existing local Agreements in force at the time of settlement, including Agreements reached pursuant to Article 72, and modifications of the provisions of paragraphs 1 and 2 are negotiable as local Agreements pursuant to Article 7.
  - 4) The JSMC may review the application and operation of this Article prior to the end of the Collective Agreement.

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

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

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

### **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 ").

**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 NHSS.

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

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

- 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 ").

**61.3 Shift Premium**

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

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

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

**61.4 Overtime**

**61.4.1** Authorized overtime beyond 12 hours of work on scheduled workdays Monday to Saturday inclusive and all hours worked on scheduled days off Monday to Saturday inclusive shall be compensated in accordance with the overtime provisions of this Agreement.

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

**61.5 On-Call**

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

**61.6 Special Conditions**

**61.6.1** The following items will be credited for pay purposes on an hour-for-hour basis:

- a) Vacation
- b) Floating Holidays
- c) Sick Leave
- d) Time Off Without Pay
- e) Travel Time
- f) Medical and Dental Consultations - Periods of less than four hours shall not be deducted from sick leave credits, unless an employee has 100 or more accumulated sick day 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 NHSS. 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, NHSS 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 NHSS, 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 NHSS 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 NHSS and The Society Board of Directors.
- 61.9.4** Employees eligible to vote are those employees normally assigned to shift and may include Shift Supervisors, Shift Supervisors in Training.
- 61.9.5** Although the content, preparation, costing and administration of shift schedules is the sole responsibility of NHSS, 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 NHSS 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 NHSS and The Society.

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

<b>Non-Public Safety</b>	<b><i>OPGI-Nuclear Public Safety</i></b>
Employee Health	Reliable Process Systems
Employee Safety	Reliable Safety Systems
Employee Attitude	Multiple Barriers
Attrition	Competent Operators
Overtime Availability	Detect and Correct Failures
Insufficient Notice for Shift Change	Control Zones
Operating Error	External Training
Productivity	Emergency Plans and Procedures
Shift Turnover	Competent Staff
Cost	Detect and Correct Failures

**APPENDIX II****Master Schedule Guidelines**

- 1.0 All work groups must follow the same schedule.
- 2.0 An excessive number of 12-hour shifts cannot be worked in sequence. Three would be the maximum for nights; four would be the maximum for days.
- 3.0 At least 48 hours off will immediately follow each sequence of shifts. At least two regular days off will be 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 SHIFT TURNOVER**

- 62.1** A shift turnover allowance will be paid to employees who have been authorized to perform shift turnovers, based on the criteria in Sections 62.2 and 62.3 and in compliance with the chart below.
- 62.2** Only one person will be paid for each shift turnover, either the incoming or the outgoing shift, but not both.
- 62.3** Rights to overtime are waived in favour of the above allowance when performing normal shift turnovers. The exception to this is in cases where the turnover is 30 minutes or longer due to unusual circumstances. In such cases all time beyond normal working hours will be compensated according to the overtime provisions of this Agreement in place of the allowance.

## **PART XIII - WORKING CONDITIONS**

### **64 EMPLOYMENT CONTINUITY**

For the term of the **2015-2016** collective agreement, Article 64 (as set out in the 1999-2000 collective agreement) is suspended. Article 102 will be used during the term of the **2015-2016** agreement. This Article will apply where there is a change of employer or where there is adverse impact out of a change of employer or any other reason.

References to Article 64 have been replaced with references to Article 102 for the term of this agreement.

### **65 VACANCIES (RELIEF, ROTATIONS AND SELECTIONS)**

#### **65.1 Intent**

To provide open, fair access to career opportunities and enable NHSS 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 unit.)

Rotations are used to accomplish work for situations that occur between short-term relief and ongoing positions. At the completion of the rotation, the employee will return to his/her original position or a comparable position normally within the sending unit, except in the circumstances where the employee is surplus (see Article 102).

Opportunities for Society-represented rotational opportunities shall be available to regular Society represented employees in both BU's. NHSS will post all Inergi rotational opportunities on the NHSS website. Applicants will be considered in the following priority order: a) regular employees from the "home" BU; b) regular employees from the other BU; c) temporary employees from the "home" BU; d) temporary employees from the other BU; e) other TSDC applicants.

This provision is subject to the following conditions:

- The employee will retain the rights of the collective agreement of his/her "home" BU.
- Reciprocal rights will apply to employees in both BUs.

- The Society NHSS BU confirms that the provisions of this subsection apply to Society-represented employee of Inergi subject to reciprocal rights for NHSS employees

### **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 NHSS'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 NHSS-wide. Unless there is mutual agreement, the rotation will not continue beyond two years except where the position is formally identified as an ongoing training position.

A job rotation posting should include basic information such as the position name and location, salary level, a description of required duties, starting date and proposed duration of the rotation.

**65.5.3** The optimal selection process is one in which the employee's interest in the job rotation opportunity, the sending unit's ability to release the employee and the receiving unit's interest in the employee coincide. Rotations will be voluntary.

The selection process should include the use of formal selection criteria and interviews will be the responsibility of the receiving unit.

- 65.5.4** Employees selected for rotation will be provided with a letter in advance of the rotation stating the nature, terms and conditions of the assignment, including rotation duration and details of the performance appraisal process. These terms and conditions should be mutually acceptable.
- 65.5.5** An employee, other than those who are surplus, who accepts a job rotation will be given a guarantee by the sending unit that he/she can return to his/her original position, if available, or to a comparable position normally with the sending unit.
- 65.5.6** Terms and working conditions while on a job rotation will comply with all applicable Articles in the Collective Agreement concerning pay treatment, overtime, performance pay plan and appraisal process, moving expenses, travel expenses and related NHSS policies.
- 65.5.7** Employees should not be restricted from applying to advertised vacancies or from being subsequently released from the rotational assignment if selected where the employee is surplus or the vacancy represents a promotion.
- 65.5.8** Performance feedback is an essential ingredient in any rotational assignment and should be provided during and upon completion of the rotation. A rotation should not normally have a negative effect on an employee's performance pay standing.

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

- 65.6.1** All vacancies for assignments which do not fall into the category of relief or rotations shall be advertised NHSS-wide unless there is Agreement with The Society Unit Director or the following conditions apply:
  - a) during implementation of Article 102;
  - 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 NHSS;
  - 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) a regular position currently held by an employee where a job review has resulted in a change in salary schedule and/or salary grade;

- f) to fill vacancies with the same occupation code within six (6) **months of the ongoing posting, in which case Management may** select from the previous list of candidates, after checking that surplus employees have not become available for consideration since the vacancy was last advertised;
  - g) to meet legislative requirements.
- A successful applicant to an ongoing vacancy in the other BU will become an employee of the “hiring” BU. The employee will retain service credits for all purposes (e.g., seniority, sick leave, vacation, pension) under Article 4 as a result of this transfer.
  - The Society NHSS BU confirms that the provisions of this sub-section apply to Society-represented employees of Inergi subject to provision of reciprocal rights for NHSS employees.

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

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

- a) Applications from employees with less than one year's service in their current position will be processed and considered if the employee's supervisor agrees.
- b) Applications from employees with one to three years' service in their current position will be processed and considered if, in the opinion of the current supervisor and the hiring supervisor, the move on balance would be in the best interest of NHSS and the employee.
- c) Applications from employees with over three years' service in their current position will normally be processed and considered unless the move would seriously jeopardize the viability of the work unit.

**65.6.3** Selection Priority for Vacancies

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

- a) Surplus Society-represented employees who have elected the priority consideration option in Subsection 64.6.4.1 (Significant Inequity).
- b) Surplus Society-represented applicants for whom the vacancy represents a lateral or demotion including surplus trainees applying for MP2 or equivalent or lower rated positions on Schedules 01 and 02 who have progressed to at least Step 5 and who were mixed and matched with Schedule 01 and 02 employees.

- c) Society-represented applicants from a business unit that has invoked Article 102 and a JRPT has not completed its mix and match for whom the vacancy represents a lateral or demotion.
- d) Selection on a “best qualified” applicant basis from among regular Society-represented applicants and applicants with recall rights under Article 102.11, who are from the business organization corresponding to The Society’s NHSS bargaining unit. This includes applicants from another Society bargaining unit with selection priority pursuant to transition provisions in Article 9.
- e) Regular Society-represented applicants from the Inergi bargaining unit.
- f) Temporary employees and employees temporarily included in the Society’s NHSS bargaining unit while paying Society dues..
- g) Society-represented temporary employees of Inergi and employees temporarily included in the Society’s Inergi bargaining unit paying Society dues.
- h) Members of other non-Society represented bargaining units who are active employees of either NHSS or Inergi.
- i) Non-represented regular or surplus employees of either NHSS or Inergi.
- j) External to NHSS or Inergi.

The Society NHSS BU confirms that the provisions of this subsection apply to Society-represented employees of Inergi subject to provision of reciprocal rights for NHSS employees.

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. NHSS will restructure the cost of retraining so it mitigates the disincentive in the redeployment of surplus staff.

A determination that none of the applicants in category (a) is qualified or qualifiable with a reasonable period of time is required before considering the applicants from the next category. The same is true with respect to categories (b), (c), (d), (e), (f), (g), (h), (i) and (j).

See subsection 65.6.1 for priority consideration of applicants to promotion in place plan vacancies.

NHSS 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 11 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) NHSS 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.

## **65A CROSS COMPANY RESOURCING**

**65A.1** Temporary Assignment to another Bargaining Unit (BU)

The employer may assign an employee in one BU to do work in another BU for a period of up to 18 consecutive months (“temporary assignment”), subject to the following conditions:

65A.1.1.1 The employee retains all rights under the collective agreement of their “home” BU.

- 65A.1.1.2 The employee's incentive plan shall be those of his/her "home" BU.
- 65A.1.1.3 A temporary assignment may be either a full-time or part-time. (N.B. May only result in reduced hours for the employee where reduced hours agreement pursuant to Article 71 is in effect).
- 65A.1.1.4 Temporary assignments shall be consistent with the employee's job document.
- 65A.1.1.5 Extensions beyond an 18-month period are subject to mutual agreement between Inergi and the Society.
- 65A.1.1.6 Reciprocal rights apply to employees in both BUs. The Society NHSS BU confirms that reciprocal rights apply to Society-represented employees of Inergi performing NHSS work.

## **65A.2 Ongoing Shared Service Work**

### **65A.2.1 NHSS may assign an employee to perform work for more than one BU on an ongoing basis, subject to the following conditions:**

- 65A.2.1.1 The employee retains all rights under the collective agreement of their "home" BU.
- 65A.2.1.2 The employee's incentive plan will be those of his/her "home" BU.
- 65A.2.1.3 Vacancies for existing positions providing Shared Services shall be advertised in the position's original "home" BU.
- 65A.2.1.4 Vacancies for new positions providing Shared Services shall be allocated to the BU that possesses the skills and capabilities to do the work most effectively consistent with the historical distribution of the Shared Services work by function (e.g. finance, human resources) between the two BU's
- 65A.2.1.5 The historical distribution will be calculated as of December 31st, 2004.
- 65A.2.1.6 These assignments shall be consistent with the employee's job document.
- 65A.2.1.7 Reciprocal rights apply to employees in both BU's. The Society NHSS BU confirms that reciprocal rights apply to Society-represented employees of Inergi performing NHSS work.

## **66 SALARY TREATMENT FOR PROMOTIONS, TEMPORARY ASSIGNMENTS, LATERAL TRANSFERS AND DEMOTIONS**

### **66.1 Definitions**

#### **"Promotion":**

This occurs when an employee is appointed to a position in which the demands and responsibilities are greater than in the employee's current job and the position is a minimum of one salary grade higher than the employee's current job if rated on the



same salary schedule or the equivalent of one salary grade higher if rated on a different salary schedule.

**"Higher-Rated" Job:**

A job paid from:

- a) the same salary schedule and is a minimum of one salary grade higher than the employee's current job; or
- b) a different salary schedule in which the MP level is greater than the employee's current MP level.

**"Lateral Transfer":**

This occurs when an employee is appointed to a job paid from:

- a) the same salary schedule and is the same salary grade as the employee's current job; or
- b) a different salary schedule in which the MP level and/or step is equivalent to the employee's current MP level and step, including when moving between 01 and 11.

**"Demotion":**

This occurs when an employee is appointed to a position in which the demands and responsibilities are less than in the employee's current job and the job is a minimum of one salary grade lower than the employee's current job if rated on the same salary schedule or the equivalent of one salary grade lower if rated on a different salary schedule.

**66.2 Promotion**

**66.2.1** It is normally expected that an employee will receive a salary increase upon promotion to compensate for the greater demands and responsibilities of the new, or revised job.

**66.2.2** A promoted employee will be placed at the performance standing which reflects a reasonable expectation of his/her performance in the new or revised job.

**66.2.3** Any salary increase received by an employee upon promotion should not be less than any approved, but not yet implemented, performance pay recommendation.

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

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

- a) when the salary grade for a job increases with no change in the employee's actual job duties/responsibilities;
- b) when the employee has been and will continue to perform additional job duties/responsibilities;
- c) when additional job duties/responsibilities are to be added to the job.

Reclassification as a result of (a) or (b) above will result in the employee being placed in the same performance standing in the higher salary grade.

Reclassification as a result of (c) above will be considered as a promotion. However, at the next performance appraisal the employee will be eligible to be placed in the same performance standing as before the reclassification.

**66.3.2** Short-term increases in the employee's actual job duties/responsibilities do not require reclassification but may be subject to the relief provisions of this Collective Agreement.

**66.3.3** Retroactive payments, if any, that result from reclassification either because of a Management or employee-initiated job review will be limited to a maximum of one year prior to the date of the job review request. The employee must have performed the relevant duties and responsibilities which resulted in the reclassification during this period in order to qualify for retroactivity.

**66.3.4** Retroactivity which results from a reclassification decision will be paid within 60 calendar days of the final decision on the rating.

### **66.4 Temporary Assignment in a Higher-Rated Job**

**66.4.1** After fifteen (15) cumulative working days performing in a higher-rated job during a calendar year, an employee shall receive:

- a) a minimum of a 3% salary increase when assigned to work in a position one or two grades higher than the employee's normal job;
- b) a minimum of a 5% salary increase when assigned to work in a position more than two grades higher than the employee's normal job.

To be eligible for these payments:

- a) the position must be filled to satisfy operating requirements; and

- b) the employee must perform all or most of the normal job duties of the position as expected during the course of the assignment.

Where a temporary assignment to a higher-rated position is discretionary and optional for the employee, pay treatment is also discretionary. Discretionary means that the temporary assignment is not required to be filled to satisfy operating requirements, in the opinion of NHSS, 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 have his/her current base salary dollars frozen until the employee's current pay entitlement as determined by the salary grade and performance standing exceeds the frozen level. An employee may apply to The Society in advance of submitting a job application and/or acceptance of a job offer for an exemption from this provision. Exceptions that occur as a result of performance management (Clause 65.6.1 (c)) require advance consultation with The Society.

## **67 PURCHASED SERVICES AGREEMENT (PSA)**

### **67.1 Scope**

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

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

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

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

## **67.2 Assignment of Work**

### **67.2.1 Philosophy**

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

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

### **67.2.2 Principles**

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

- a) We will within NHSS 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 Ontario Labour Relations Act but not subject to the Arbitrators' Act.
- (b) One Management and one Society representative plus additional resources as required.
- (c) In the event of the parties not being able to reach a consensus decision the facilitator/arbitrator will have the power to make decisions and will have the authority to make such orders as he/she deems appropriate to give full affect to his/her decision(s) and to deal with any consequences his/her decision(s) might have in the workplace.
- (d) -The Company shall provide the PSA form to the Society's representative by email or personal delivery. The Society representative shall advise whether or not the PSA is approved within five (5) working days, failing which the PSA will be deemed rejected. Any discussion between the parties of the PSA shall be completed within this five (5) working day period. Where the PSA is deemed rejected by expiry of the five (5) working day period, NHSS may use any remaining Free Fly Zone hours to perform the work until the matter is settled or has been resolved through the Dispute Resolution Process under Article 67.4. Where the Society communicates a formal rejection of the PSA to the employer, NHSS may not use Free Fly Zone hours to complete the work. Instead the employer must follow the terms of the Dispute Resolution Process set out under Article 67.4.
- (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 5 working 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.

**67.4.4 Standing Dates to Resolve PSA Disputes**

**PSA dispute hearing dates will be scheduled quarterly. These standing dates shall not preclude a party from scheduling emergency dates on an expedited basis in accordance with the usual practice.**

**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.

**NHSS and Society will meet monthly to review reports and, where contractors have skills that will be required for continuing sustainment or project work, to discuss mechanisms to enable the transfer of new skills to Society represented employees. The team will also determine what training is required to facilitate the integration of work into the Society's bargaining unit so that the Society represented employees will be able to perform as much of this work as is practical.**

**67.6 Application**

**67.6.1** The parties will jointly develop implementation plans for approval by the senior management of the Company and The Society. These



implementation plans will include a plan for training employees involved in the decision process.

- 67.6.2** Where a service is obtained for a business organization corresponding to one OPGI bargaining unit from another business organization corresponding to another OPGI bargaining unit, or a business which has Society-represented employees who are providing the service, The Society will agree to waive the application of Article 67 (Purchased Services Agreement – PSA) provided that such purchased service does not directly result in a surplus of Society-represented staff in OPGI. 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 OPGI bargaining unit.
- 67.6.3** NHSS and The Society agree to consider waivers of Article 67 for those organizations, partnerships and service providers who will in the long term enhance NHSS competitiveness through cost reductions and productivity improvements.

## **68 HOURS OF WORK**

**68.1** The M&P Salary Schedule (01) applies to 35 hours of work per week, with regular scheduled hours between 35 and 40 hours per week paid on a pro-rated basis. Notwithstanding Article 57, hours of work between 35 and 40 hours per week will also be paid on a pro-rated basis so long as the additional hours occur as an extension of a normal day, are during normal business hours, do not result in the employee working in excess of eight (8) hours in a day, do not occur on a Saturday, Sunday or holiday, and are in accordance with Article 70.1. Schedule 11 applies to 40 hours of work per week.

### **68.2 Reduction of Hours of Work**

Where Management reduces the standard hours of work for a position, the following will apply:

- a) The Society and NHSS will attempt to reach a local agreement in advance of the change on a transition which would allow the affected employees to work additional hours above the 35 hour base for an extended period of time with staged reductions.
- b) Failing agreement in accordance with (a), the following treatment will apply:
  - i) Where an employee is within 3 years of eligibility for an undiscounted pension, the employee's normal hours of work will not be reduced for 3 years, or until such time the employee is eligible for an undiscounted pension if earlier, and the employee will continue to receive economic pay adjustments. If the employee does not retire upon qualifying for an undiscounted pension, then their hours of work and base rate will be immediately reduced to the hours and rate of the position.

- ii) For other employees than those in category (i), the employee's working hours and salary will be frozen for a six month period at which point they will be reduced on a pro-rated basis by 2.5 hours. They will be further reduced by increments of 2.5 hours every six months thereafter until such time as the hours of work are the same as that of the new position.

**68.3** NHSS will comply with legislative requirements regarding hours of work.

## **69 REDUCED BASE HOURS (40 HOUR WORKERS)**

Effective December 28, 2000 increase salaries for 40 hour workers by 2.5%. This is now represented in salary schedules 11.

## **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 NHSS, 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 37.5 hour/week staff - Monday through Thursday, 8 hours/day and 5.5 hours on Friday; and
- for 40 hour/week staff - 8 hours per day, Monday through Friday.

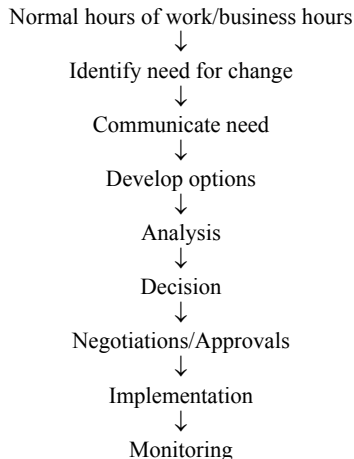
In the absence of any other agreed upon arrangements these are the hours which will be worked. In situations where there is need for 24 hour and/or 7 day/week coverage the hours of work will be a matter of local arrangement.

"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.

#### **FLOW CHART OF THE PROCESS**



#### **70.4 Overtime**

Overtime will be paid in accordance with Articles 57 and 68, except where there has been agreement between the supervisor and the employee for the employee to work in excess of normal hours to make up time.

The pay treatment for Saturday and Sunday will form part of the Agreement which establishes the normal hours of work.

## **70.5 Process**

### **70.5.1 Identify Need for Change**

Identification of the desire for change can come from Management, an individual or a group. A request to change business hours would normally come from Management whereas a request to change working hours would normally come from an individual or group. Where a change to the hours of work for a group is being considered, The Society will be informed and involved in the discussions.

### **70.5.2 Communicate Need for Change**

A request for a change should be communicated to the other party in order that deliberations can begin. Requests will be actively considered by the other party within a reasonable period of time. The process will be joint (Society and Management) and will use a collaborative approach in which the needs and interests of the parties are discussed in an open and honest manner and decisions are made by consensus.

### **70.5.3 Develop Options**

A list of options will be jointly developed and agreed upon. As a minimum, the following criteria will be considered when analyzing the options:

- customer needs
- business needs
- maximum/minimum number of hours that can be worked daily
- overtime/premium provisions
- employee needs
- health and safety considerations
- legal and contractual considerations

### **70.5.4 Analysis**

All options should be analyzed using appropriate tools and measures. The analysis should include a discussion of the options considered, their relative merits and the rationale for the recommendation.

### **70.5.5 Decision**

All decisions will be reached by consensus. If consensus is not achieved then the existing "normal" hours remain in effect.

Consensus means everyone can live with and publicly support the outcome.

**70.5.6 Negotiations/Approvals**

Negotiations and/or approvals should occur at the appropriate level closest to the situation. The line Director will determine the appropriate level of Management approval and in all cases the Management approval must be outside of the bargaining unit. If necessary, Mid-Term Agreements will be established between Management and The Society to document normal hours of work or normal business hours.

All parties to negotiations under Article 70 should negotiate with the support of principals who will ultimately approve negotiated conditions.

**70.5.7 Implementation**

Implementation will be on a trial basis initially for an agreed upon length of time and with appropriate cancellation provisions. Criteria for success/failure must be established.

**70.5.8 Monitor**

The trial will be monitored and evaluated against the criteria. The accountable manager is responsible for monitoring the arrangement.

Following a successful trial period the hours (business hours of work) used in the trial period will become the new normal hours.

Monitoring of key indicators will continue to ensure that the arrangement remains viable.

In the event that the viability ceases to be realized, as determined by either party, the hours of work will revert to the previous "normal" hours unless the parties can jointly find another mutually acceptable alternative. When either party is making a determination about viability it must consider the previously established criteria for success/failure.

**70.5.9** Notwithstanding any provision of this Collective Agreement, where business needs require start times and hours of work outside the Standard Hours of Work or Normal Hours of Work under article 70.3, management may solicit volunteers, but cannot force employees, with the skills and ability to perform the required work. The work assignment shall be within the hours of 6am to 9pm and overtime will only be paid in respect of hours worked outside of these hours or which are in excess of the employee's normal daily hours. The employees will be scheduled to perform their work in accordance with a regular weekly schedule.

## **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 NHSS 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 NHSS.
- 71.1.3** The benefit entitlement will be prorated, wherever possible and appropriate.

### **71.2 Definitions**

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

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

"BASE HOURS" are used to establish the rate for a full-time position; such as 35, 37.5, or 40 hours per week.

"NORMAL (SCHEDULED REDUCED) HOURS" are the agreed upon reduced hours of work, which are less than the base hours, and form the basis for prorating benefits.

### **71.3 Guidelines**

In determining if a RHOW arrangement is acceptable, the following factors will be considered:

Productivity levels will be maintained or improved. There should be identification of how this change will potentially affect the productivity of the work unit (including assumptions and rationale used to assess the impact), and identification of the proposed method for follow-up and measurement of productivity impact(s) resulting from the change.

The need to maintain staff capability on an ongoing basis is to be taken into account. Identification of the staff capabilities required by the work unit to maintain effective operations, and how the reduced hours of work arrangement will accommodate or improve this capability should occur.

The appropriate level of service to both external customers and internal customers/clients should be provided. There should be identification of the customers/clients of the work unit and the service provided by the work unit to

these customers/clients, and anticipation of the impact of the reduced hours of work arrangement on the service provided.

Effective work flow among work units will be maintained. Other work units impacted by the change, and the anticipated impact of the reduced hours of work arrangement on the work flow among the work units should be identified.

Requirements for supervision must be taken into account. Potential issues relating to supervision (e.g., span of hours), and how the work unit plans to deal with these issues should be determined.

The change to reduced hours should be agreeable to both Management and the employee(s) involved. A written Reduced Hours of Work Agreement must be signed to confirm that this matter has been agreed upon by the parties involved.

## **71.4 General Conditions - Reduced Hours Arrangements**

### **71.4.1 Advertised Vacancies, Performance Pay, and Employment Continuity**

Employees who are on Reduced Hours are regular employees and will be treated accordingly. Therefore, they will be: (a) eligible to apply and be considered for advertised vacancies; (b) given annual performance reviews; (c) where applicable, participate in the Performance Pay process; and (d) have access to the Employment Continuity Article.

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

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

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

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

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

For recognition of 5, 15, 25, and 40 years of service with OPGI and consistent with the provisions of section 9.4, the SRD will not be adjusted.

### **71.4.5 Wages**

Reduced hours employees will be paid for normal (scheduled reduced) hours worked, based on the hourly rate for their base hours. Wages will

be prorated based on the proportion of the normal (scheduled reduced) hours of work compared to the base hours of the work unit or the appropriate full-time position.

Example: Base Hours = 35 per week.

Base Salary = \$700.00 per week.

Normal (Scheduled Reduced) Hours = 21 per week.

Normal (Scheduled Reduced) Hours Salary =  
 $\$700.00 \times 21/35 = \$420.00$  per week.

## 71.4.6 Pension Plan

### 71.4.6.1 Pension Plan Membership

New employees working reduced hours must apply for membership in the Pension Plan after completing 24 months of continuous service, subject to the following conditions:

- accumulated earnings, including overtime, must equal 35% of the Year's Maximum Pensionable Earnings (YMPE);

and/or

- all accumulated hours, including overtime, must equal 700 (scheduled reduced) hours in each of the two previous calendar years.

### 71.4.6.2 Pension Plan Deductions

Once qualified as above, Pension Plan deductions for Regular Reduced Hours employees will be based on base earnings for the position and then pro-rated in proportion to the ratio of normal (scheduled reduced) hours to base hours.

Example:	Base rate (earnings)	\$45,000
	Base hours	35
	Normal hours	20
	YMPE for year	\$32,000

Calculate 5% of the base earnings up to the first \$32,000 ( $5/100 \times \$32,000 = \$1,600$ )

Calculate 7% of the portion of base earnings exceeding the first \$32,000 ( $\$45,000 - \$32,000 = \$12,800$ ) ( $7/100 \times \$12,800 = \$896$ )



Calculate proportional Pension Plan contributions ( $\$1,600 + \$896 = \$2,496$ ) ( $20/35 \times \$2,496 = \$1,426.29$ ).

Calendar service will be used to determine eligibility for retirement and death benefits (currently for pension purposes as Eligible Service or Continuous Employment).

Service credit to define the years of Pension Plan membership (years of membership in the Pension Plan) for pension calculation purposes (currently defined by the Effective Date on Pension and Insurance) is prorated. See pension calculation example below.

The Service Credit starts from the date of joining the Pension Plan.

Service for termination benefits is to be credited on a calendar basis starting with the date of hire and is not prorated.

#### **71.4.6.3 Pension Calculation**

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

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

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

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

The calculation is as follows:

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

#### **71.4.7 Life Insurance**

Coverage is dependent upon being a member of the Pension & Insurance Plan. The basic insurance (2 times salary) plus any additional term

insurance will be prorated in accordance with the prorating of wages above.

#### **71.4.8 Health and Dental Benefits**

Employees will have the option of receiving full benefit coverage for semi-private hospital, extended health benefits, and/or dental benefits, by using payroll deduction to reimburse NHSS the cost consistent with the appropriate pro-ration. For example:

If an employee works 21 hours per week, he/she would be subsidized for 21/35 or 60% of the costs and he/she would pay the remaining 40%. If an employee chooses not to pay the remaining prorated percentage, there will be no coverage.

#### **71.4.9 Sick Leave**

Restoration of sick leave credits for days used will be in accordance with the Sick Leave Plan provisions.

Sick leave should accumulate at the regular times (January 1 or July 1). While ECD is adjusted for other purposes, sick leave accumulation and restoration dates should remain unchanged.

Annual sick leave credits will be prorated, based on normal hours worked.

##### *Example*

##### 100% Entitlement Accumulation

- Employee works 21 hours per week  $21/35 \times 8 \text{ days} = 4.8 \text{ days}$ , rounded to 5 days.

##### 75% Entitlement Accumulation

- Employee works 21 hours per week  $21/35 \times 15 = 9 \text{ days}$ .

Rounding should be to the nearest half day. Time Reporting for vacation, sickness, accident and overtime, etc. will be the same as for any other regular employee.

#### **71.4.10 Long Term Disability (LTD)**

LTD is dependent upon being a member of the Pension & Insurance Plan and benefits will be based on the employee's normal (scheduled reduced) earnings, excluding overtime and allowances.

**71.4.11 Accident Insurance**

Employees are eligible for 100% benefit.

**71.4.12 Statutory Holidays**

Both the entitlement to statutory holidays and the payment for the statutory holidays will be prorated. The following table illustrates the entitlement:

<b>Days Worked Per Week</b>	<b>Number of Days Entitled to Per Year</b>
1	2
2	4
3	8
4	8 (9 for Federally-Regulated Employees)
5	10

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

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

**71.4.13 Floating Holidays**

These will be prorated in the same manner as statutory holidays, i.e. both the entitlement and the payment on the days will be prorated. For example, an employee who works 3 days per week and 7 hours on each day worked will receive:

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

the payment for each day will be for at 7 hours since that is the average hours per day the employee works.

**71.4.14 Vacation**

- A. Less than 1 year - 4% of accumulated wages.
- B. For one year, or more:

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

*Example - (a)*

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

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

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

*Example (b)*

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

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

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

**71.4.15 Overtime**

The normal lieu time provisions will apply. Overtime will be paid at appropriate rates for:

- hours worked beyond the base full-time hours on a day (unless additional hours are part of the RHOW arrangement);
- hours worked beyond the base full-time hours in a week;
- hours worked on a Saturday, Sunday or statutory holiday that is not a normally scheduled day.

**71.4.16 Pregnancy/Parental Leave**

Employees will be eligible for pregnancy/parental benefits. Coverage will be based on normal (scheduled reduced) earnings and normal (scheduled reduced) hours.

**71.4.17 Unemployment Insurance Contributions**

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

**71.4.18 Canada Pension Plan (CPP)**

CPP contributions are based on gross earnings.

**71.4.19 Workers' Compensation Benefits**

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

**71.5 Termination of the RHOW Agreement**

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

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

In situations where the workload increases, the employee working the reduced hours will have the first option of working the additional hours. The employee could choose not to work the additional hours. If satisfactory alternative arrangements are not found, Article 102 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 NHSS.

**(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 OPGI.

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 NHSS 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.

## 72.1 Intent – Peak Demand Hours

The intent of this Article is to establish a framework of treatment of employees who by the nature of their jobs, are likely required to work Peak Demand Hours that are more than their normal work week and/or hours different from their normal hours during peak work load periods of the year, and less than the total hours in a normal work week during other parts of the year.

The guidelines for the application of this Article are contained in Appendix XI.

Once it has been decided to apply this Article within a business unit, Management will meet with The Society to jointly agree on the formation of a joint team. The application of this Article will be done by local joint teams which will determine how best to apply these guidelines in their particular situation. The local teams are not required to rigidly adhere to

the guidelines in Appendix XI and may revise them as they deem appropriate.

Any disputes concerning the application or implementation of Article 72 or Appendix XI shall be referred to the JSMC for resolution. Any resolution by the JSMC shall be final and binding but if the JSMC is unable to resolve the issues, either party might refer the item to “interest” arbitration for resolution.

## **72.2 Intent - Project Crews**

The intent of this Article is to establish the treatment of employees who are required to work on Project Crews.

Once it has been decided to apply this Article within a business unit, Management will meet with The Society to discuss how best to apply these guidelines in their particular situation.

The application of this Article is contained in Appendix VI.

## **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 102 - 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 NHSS and The Society. The agreement of the employees participating in the work sharing arrangement must be obtained prior to implementation. A sufficient number of employees in the work unit must participate in order to make the work share a viable working arrangement.
- 73.5** Either party to a work sharing arrangement will have the right to terminate it with 30 days’ written notice. Following termination of a work sharing arrangement, the previous hours of work arrangement will be reinstated. Reduction in the number of employees in a work sharing arrangement through attrition, promotion, etc. will result in a joint review in order to ascertain the continued viability of the work share.
- 73.6** Employees participating in a work sharing arrangement remain regular employees.



- 73.7** Reduction in hours of work pursuant to a work sharing arrangement will not exceed 20% of regular hours and will be matched by an equivalent reduction in salary for a maximum of one year.
- 73.8** Employees participating in a work sharing arrangement will retain full benefits coverage during the term of the work sharing arrangement up to a maximum period of one year.
- 73.9** Pension, life insurance and LTD coverage will continue to be calculated against regular base earnings during the term of a work sharing arrangement up to a maximum period of one year.
- 73.10** Employees will continue to participate in the performance pay process while participating in a work sharing arrangement.
- 73.11** Employees will not be declared surplus while participating in a work sharing arrangement. This section will be suspended during the operation of Article 102.

#### **74 ASSIGNMENT OF NON-BARGAINING UNIT WORK DURING A STRIKE/LOCKOUT**

Normally, NHSS shall not assign an employee to perform non-bargaining unit work unless this work is essential work. It is agreed that the following provisions govern the assignment of essential work, ordinarily performed by employees in another bargaining unit, to Society-represented employees in the event that the members of that bargaining unit are in a lawful strike/lockout situation.

- 74.1** If a job/function is not performed, it is considered “essential work” if it would result in:
- a)** a dangerous or unsafe situation for employees or the public;
  - b)** a threat to the environment;
  - c)** damage to equipment, systems or property;
  - d)** the violation of licenses, regulations or other statutory requirements as applicable in (a), (b) and (c) above;
  - e)** activities going undone which are required to support employees who are performing essential work in accordance with (a), (b), (c) and (d) above;
  - f)** such other condition or concern as may be reasonable in the circumstances.
- 74.2** The process for identifying and assigning work will be a joint process involving a Management representative(s) designated by the Business Unit and The Society Unit Director/designate(s) of the Business Unit. As a part of this process, an employee will advise the Management Representative(s) and The Society Unit Director/ designate(s) in a timely manner as to whether he/she will accept the tentative work assignment. Due consideration will be given to family or

extenuating personal circumstances raised by an individual employee prior to assigning essential work.

- 74.3** In the event that The Society claims that an activity is not “essential”, it may make a claim before George Adams as facilitator/arbitrator, who shall make a ruling on an expedited basis.
- 74.4** NHSS may assign work involuntarily to Society-represented staff if no MF/ESR or qualified Society volunteers are available. There is no obligation to assign MF/ESR before seeking a Society volunteer.
- 74.5** Any proposed shift schedules which may be worked by Society-represented employees during assignment to non-bargaining unit work shall be reviewed by the appropriate Society Unit Director/designate prior to the official issuance of the shift schedule.
- 74.6** Employees assigned to essential work will have the appropriate skills and training to perform the duties.
- 74.7** The terms and conditions of compensation for performing essential work are described in the Letter of Understanding (LOU#1) entitled “Compensation and Working Conditions - Essential Duty Assignments” dated June 27, 1994.

## **75 TELEWORKING**

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

Telework refers to an NHSS employee who:

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

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

Where NHSS 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 NHSS, The Society and the employee;
- c)** Teleworkers will not be required to meet with customers or other NHSS 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)** NHSS will provide appropriate health & safety advice and guidance to the teleworker;

- g) NHSS will provide appropriate business and personal security advice to the teleworker;
- h) NHSS shall provide all furnishings/equipment it deems necessary to meet job expectations;
- i) NHSS 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) NHSS 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

Employees will be paid weekly by means of electronic deposit. Time exceptions (e.g. overtime) will continue to have a time lag. Such time lag will only be for the period required for the effective operation of the time reporting centers and pay processes.

Effective on a mutually agreeable date, employees will be paid bi-weekly. If the pay cycle can't be reduced to one week to absorb the impact, then employees will be provided with an advance to cover the first week without pay, and recover it over 6 months.

## 77 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 NHSS complies with the French language Services Act (RSO 1986) as it applies to employees in the bargaining unit.

### **78.1 Designated Positions**

NHSS will designate positions that require French language capability, to the extent required by the Act. NHSS 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 Business Partner will provide written notification of the addition to The Society office and Human Resources. 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**

NHSS 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, NHSS 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**

NHSS 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 PREFERRED PARKING ARRANGEMENTS**

- 79.1** For 700 University Avenue, NHSS will allocate designated preferred parking spaces for car/van pool arrangements.
- 79.2** Employees who wish to make car/van pool arrangements can apply to the Team Leader, Vehicle Services.
- 79.3** A car/van pool arrangement is defined as a minimum of three employees per vehicle.
- 79.4** For other locations NHSS will endeavour to provide similar preferred parking arrangements.

**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 NHSS for issue to employees.
- 80.2** NHSS will make bulk purchases of certain types of work clothing, for resale to employees, on the most favourable terms possible.
- 80.3** A limited number of rainproof coats and hats may be obtained and kept available at construction headquarters etc., for persons who normally work indoors, but who are occasionally required to work out of doors under adverse weather conditions.
- 80.4** Safety items that are designed exclusively for such safety purposes will be provided to employees required to perform certain types of work, at no cost to the employee.
- 80.5** All clothing issued by NHSS will remain the property of NHSS. Employees may be required to replace item(s) lost or destroyed as a result of their own carelessness.
- 80.6** Staff will be reimbursed for the cost of up to two pairs of protective footwear per year where such footwear is required by Hydro as follows:
- Safety boots/shoes - 50% of actual cost to a maximum of \$75/pair;
  - Electric Shock Resistant Footwear - 75% of actual cost to maximum of \$125/pair
- 80.7** Requests for special items of clothing not specifically mentioned, but which might be reasonably supplied under the conditions set out above, will be considered, each case on its own merits. Such clothing must be kept available for any employee who may require it for NHSS work.

**81 PAYMENT FOR USE OF PERSONAL VEHICLE**

- 81.1** Where an employee is authorized to use his/her personal vehicle for NHSS related business/travel, the rate of reimbursement will be based on the Private Transportation Component of the Canadian CPI as reported by Statistics Canada. The rate of \$0.41 per kilometre will take effect on March 1, 2001.
- 81.2** Future increases of one cent/km will occur with each additional 10% increase in the Private Transportation Index - 1986 = 100. A decline in the Index below a previously surpassed trigger point for two or more consecutive months will result in a reduction by the appropriate amount of the rate paid.

If the NHSS 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 NHSS 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 NHSS 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, NHSS may provide financial support for external training activities consistent with NHSS Policy, subject to the following conditions:



- a) The employee is expected to obtain prior approval from his/her supervisor prior to registering in the training course.
- b) The external training should normally be completed outside normal working hours. Where this is not possible, time off with pay to attend external training programs will be at the discretion of the employee's supervisor. In no circumstances will the external training exceed six weeks if the employee is required to be absent from work.
- c) 100% of reasonable costs paid by the employee for external training courses will be reimbursed where:
  - the training course will create or maintain the employee's capability related to current job performance;
  - the training course develops an employee's capability for a position identified in a succession, retraining, or redeployment plan.
- d) 75% of registration/tuition fees and learning material costs will be paid for external training courses which improve an employee's capability for future jobs within NHSS.
- 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

Employees are expected to provide their own meals. Where there is a requirement for a meal outside the employee's regular shift or scheduled hours of work, employees will be entitled to be reimbursed for reasonable out-of-pocket meal expenses to a maximum of **\$10.00** for breakfast, \$15.00 for lunch and \$25.00 for dinner. Out-of-pocket meal expense claims shall not be paid unless accompanied by a valid receipt. In addition, meal expenses shall be reimbursed in the above amounts which are incurred on assignments where there is no reasonable access to facilities or that require an overnight stay, or travel to a location one hundred (100) kilometers or more outside the boundary of the Greater Toronto Area (GTA).

<b>PART XIV - ADMINISTRATION</b>
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<b>87 REPRESENTATION ON NHSS 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 Subsection 2.4 (Supervisory Employees - Code of Ethics), Management will endeavour to appoint its representatives having regard to The Society's interests in effective representation.

<b>88 GUIDELINES FOR SOCIETY REPRESENTATIVES ON CONTINUOUS QUALITY IMPROVEMENT (CQI) TEAMS</b>
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In a spirit of mutual trust and co-operation, these guidelines have been jointly developed by The Society and Management to assist the parties when there is involvement by Society-represented employees in continuous quality improvement (CQI) processes.

- 88.1** Society-represented employees have a legitimate role to play in the development and operation of continuous quality improvement teams at NHSS.
- 88.2** When employees representing The Society are to be included on a CQI team, they will be officially appointed by the appropriate Unit Director or The Society Executive following discussions with the appropriate line managers. The Society will normally be provided with a task description or problem identification, including an estimate of the time required, as well as with selection criteria to assist in the selection of appropriate nominees for the activities at hand. The Society retains the right to make the final appointment.
- 88.3** Employees representing The Society on CQI teams will be given the opportunity to be involved in all aspects of the team activity; i.e., joint communications, joint training and education, etc.
- 88.4** Only conclusions that have been reached by consensus will be included in the final recommendations of the team.
- 88.5** The Society Board of Directors and appropriate Management staff should be kept informed regarding implications for any JSMC Agreements between NHSS and The Society as the CQI team progresses. Recommendations which impact on JSMC Agreements will only be implemented when approved by the parties.
- 88.6** If innovative practices resulting from CQI team recommendations are tested/piloted, it is without setting precedent.
- 88.7** The Society and the local Human Resources office will be advised in advance of a quality improvement team implementing any innovative work practices, compensation schemes, etc. that challenge agreements between NHSS and The

Society. Sufficient time will be allotted for feedback before any such ideas are implemented.

- 88.8** Performance appraisals should support CQI processes. Toward that end, participation by Society-represented employees in CQI activities should be considered in a positive light when conducting performance appraisals providing their contribution to the CQI team has been useful.
- 88.9** Society-represented staff will be reimbursed for reasonable costs related to participation in CQI initiatives by NHSS.
- 88.10** As a last resort, any issues relating to quality improvement that cannot be resolved locally should be referred to the Joint Society-Management Committee (JSMC) for further discussion.

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

NHSS 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 Definitions

"Where an Employee's health and safety is in immediate danger" (refer to 90.4.3), "immediate danger" shall mean, "conditions that pose an immediate threat to life or health, or conditions that pose an immediate threat of severe exposure to contaminants such as radioactive materials which are likely to have adverse or cumulative or delayed effects on health."

## **90.2 Intent**

"Responsibilities and Accountability" are intended to reinforce the fact that this is a joint policy for which both parties are jointly responsible, i.e. we are in this together.

## **90.3 Introduction**

Effectively involving employees and Employers in joint health and safety committee activities can enhance workplace health and safety. Under the Occupational Health and Safety Act, the use of Joint Health and Safety Committees (JHSC) is part of the legislative process which has been labeled as the "Internal Responsibility System" (IRS). Within this participatory management concept, the JHSC's have been given specific rights and responsibilities under the Act such that, with their involvement, the right to know, the right to participate and the right to refuse unsafe work is further enhanced.

The employer and The Society of Energy Professionals ("The Society") agree that all unsafe work must be stopped. This Article on health and safety for the authority to stop work will further enhance the activities of the JHSC's and the IRS concept.

Changes to this Article can only be made by mutual agreement of the Joint Working Committee on Health and Safety. Where no agreement can be reached, the matter will be referred to the Joint Society Management Committee (JSMC) for resolution.

## **90.4 Authority to Stop Work**

**90.4.1** Where a workplace is unsafe, a Certified Society and Management member of the local JHSC can jointly prevent the start of the work or stop the work.

**90.4.2** Where there is a disagreement between the Certified Society or Certified Management member of the local JHSC that the workplace is unsafe, the issue shall be immediately presented to the local JHSC for review and resolution.

**90.4.3** Where an employee's health or safety is in immediate danger, a Certified Society or Management member of the local JHSC can stop the work. After calling the work stoppage, the Certified Society or Management member must contact the respective counterpart immediately and seek to obtain joint agreement on the stoppage as soon as possible. If joint agreement cannot be reached, the issue shall be presented to the local JHSC for review and resolution.

**90.4.4** In cases where the JHSC cannot resolve issues arising from 2 or 3 above, the Ministry of Labour Inspector or the Atomic Energy Control Board shall be called in for resolution.

## **90.5 Training/Certification**

- 90.5.1** The Society Joint Health and Safety Working Committee shall fully participate in the development of a specialized training program for all members of the Joint Health and Safety Committees.
- 90.5.2** The Society Joint Health and Safety Working Committee shall fully participate in the development, putting in place, and administration of testing and re-testing standards for all members of the JHSC's.
- 90.5.3** The Society Joint Health and Safety Working Committee shall fully participate in the establishment of a specific Training/Certification program for members of the JHSC's.
- 90.5.4** The Society Joint Health and Safety Working Committee shall fully participate in the development, implementation and administration of testing and re-testing standards for accrediting JHSC members into the Certification program. Such standards shall not be less than those established by the regulatory agencies or deemed to be equivalent to the intent of the regulatory standards.

## **90.6 Responsibility and Accountability**

There shall be a shared responsibility and accountability by The Society and Management for the actions of their Certified members of the JHSC's.

## **90.7 Compensation and Discipline**

It is understood that employees directly or indirectly affected by the application of this Agreement will not suffer any loss of wages or disciplinary action.

## **90.8 Decertification**

Should a Certified member fail to act in good faith, The Society Joint Health and Safety Working Committee shall review the representative's action and make appropriate decisions.

Where there is disagreement regarding the action of the Certified member, the issue shall be taken to JSMC for resolution.

## **90.9 Assessment**

The Joint Working Committee on Health and Safety shall be responsible for assessing the effectiveness of this Agreement from time-to-time.

## **91 HEALTH AND SAFETY DISPUTES**

- 91.1** Except for disputes involving the principles set out in the Tripartite Agreement on Joint Health and Safety Committees, all other disputes involving allegations that the employer has violated the provisions of the Occupational Health and Safety Act

(OHSA) will not be subject to the provisions of the grievance/arbitration procedure except where provided for by the legislation itself. The parties will attempt to resolve such disputes at the lowest level possible. Failing resolution, the dispute may be forwarded to the Ministry of Labour for final resolution.

- 91.2** Disputes which involve interpretations about Sections of the OHSA, or any of its associated regulations will be resolved in accordance with the procedure set out in the joint agreement "Handling Legislative and Regulatory Impasses Pertaining to the Occupational Health and Safety Act and its Associated Regulations" dated December 5, 1991.

## **92 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:
- NHSS/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 OPGI 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 NHSS significance in employee health and safety policy and practice.

Participate in the development, promotion and implementation of NHSS health and safety programs.

Meet the provisions of 90.5, 90.8 and 90.9.

The Committee will meet quarterly or as mutually agreed.

NHSS 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)**

The Society will have input into management's review of EFAP programs.

**92.6** NHSS agrees to consult with The Society regarding new health and safety policies and procedures and regarding changes to existing health and safety policies or procedures except where provided for by the legislation itself. The Society will be given a reasonable amount of time to comment prior to implementation.

**93 JOINT SOCIETY-MANAGEMENT COMMITTEE (JSMC)**

Negotiations between NHSS 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.

**94 PROBLEM-SOLVING TEAMS**

**94.1** The parties agreed that during the term of the Collective Agreement, problem-solving teams will be established in order to examine the following issues:

**a) Performance Pay**

Task - A joint team is committed to develop a new performance pay plan.



**b) Benefits**

Task – A joint team will examine and make recommendations on the administration of employee benefits, including cost management of the plans, and for presenting data on employee benefits items as assigned by the JSMC. This joint team will provide a forum for dialogue on employee benefits during the term of the renewed Collective Agreement.

Team Membership - Three representatives and one staff resource from each party plus additional resources as may be needed from time-to-time.

**c) Job Evaluation Integration Project (Formerly Internal Relativity Project)**

Task - NHSS and The Society reaffirm their intention to complete the Job Evaluation Integration Project (JEIP) on the basis of the JSMC approved terms of reference for this project.

**d) Total Compensation**

Task - The parties will hereby undertake to continue work as per Article 15 and subsection 97.2 (f) on developing appropriate internal comparisons, an external community for comparison and criteria for measuring total compensation.

Team Membership - Three representatives and one resource from each party and additional resources as may be needed from time-to-time.

Due Date - The team will file its joint report with the JSMC. Failing such agreement either party may refer the outstanding differences to an arbitrator for a final and binding decision.

**e) Pension Governance and Control**

The parties agree to establish a committee to have access to reasonable pension plan and pension fund information (subject to the understanding that certain confidential information will not be available, and such confidential information that is supplied will be maintained in confidence by the committee/resource persons), and to explore the feasibility and advisability of:

- i) a new governance framework;
- ii) creation of a pension plan/fund for Society members only;
- iii) obtaining information that may be relevant to successorship issues;
- iv) obtaining information provided to the Board Finance and Audit Committee dealing with the Pension Plan and Fund.

The committee shall be composed of six members, three to be selected by NHSS and three to be selected by The Society. Each party shall have the right to have resource persons attend meetings and assist the members of the committee with their deliberations.

**f) Jurisdiction Arbitration Process**

Task - A joint mid-term task group will be established to examine and report to the JSMC by October 3, 1997 on the following problem:

How to apply successful experiences with pre-hearing disclosure and evidentiary protocols to jurisdictional arbitrations while minimizing unnecessary replication of special procedures in the Collective Agreement.

**g) Rehabilitation**

Task - A joint team will be established to conduct an experience review of the “rehabilitation and re-employment” policy and to ensure that practice is consistent with the Collective Agreement, specifically with respect to the conditions that apply to permanently disabled employees who are able to return to work only on a permanent part-time basis. On the basis of this review, the team will make recommendations to the JSMC within 90 days of the settlement of the terms of this Collective Agreement. The JSMC will determine the terms of reference for this team.

**h) Relocation**

The Society and NHSS agree to establish a joint team and terms of reference to examine industry best practices for relocation. Team to report to JSMC by October 2000.

**i) Selection Process**

The parties undertake to review and update the number of categories on the selection priority ladder in Article 65.6.3, to be completed by January 1, 2001.

**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 KIOSK. Where there is no access to KIOSK the document could be distributed via disc.

NHSS 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% NHSS; 25% (Society).

**96 USE OF NHSS COMPUTER FACILITIES**

- 96.1** The Society may make use of any of the services provided by NHSS.
- 96.2** The Society will be treated identically to NHSS 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 NHSS.
- 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** NHSS will not terminate or alter the terms of the NHSS 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) Employees may apply for a self-funded sabbatical in accordance with the Company Policy. Such applications will be considered by the Company and approval of the sabbatical shall not be unreasonably denied. Once approved, a sabbatical will only be deferred with the agreement of the employee.

## **98 CODE OF CONDUCT**

Where NHSS 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 & MID-TERM AGREEMENTS**

**99.1** Letters of Understanding and Mid-Term Agreements will form part of this Collective Agreement. Letters of Understanding are found in Part XVI. Mid-Term Agreements are found in Part XVII.

### **99.2 Letter of Understanding**

#### **99.2.1 Intent**

A Letter of Understanding may serve the following purposes:

- amend or add to the current provisions of the Agreement;
- elaborate/clarify the intentions of a provision of the Collective Agreement;
- establish provisions for issues not covered by the Agreement.

#### **99.2.2 Grievance/Arbitration**

Letters of Understanding are subject to the same grievance and arbitration provisions as are other items in the Collective Agreement.

#### **99.2.3 Approval**

Letters of Understanding must bear the signatures of both the Co-Chairs of the 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 NHSS will at some time during Collective Agreement negotiations determine the status of

each such Letter of Understanding (e.g., incorporate in to the Collective Agreement, delete it, extend it, etc.).

### **99.3 Mid-Term Agreements**

Article 7 sets out the principles, grievance/arbitration status, approvals and duration of Mid-Term Agreements. Items which are not subject to Mid-Term Agreements at the Business Unit level may be referred by the Business Unit to the JSMC. Any Agreements approved by the JSMC through this process will be set out in a Letter of Understanding.

### **99.4 Note to Letters of Understanding and Mid-Term Agreements**

NHSS and The Society have not amended all Letters of Understanding or Mid-Term Agreements to reflect the separate Collective Agreement status of NHSS. It is agreed, however, that the commitments, terms and conditions in these Letters of Understanding and Mid-Term Agreements will be binding on NHSS in the same manner as they were applied to Ontario Hydro, to the extent that they are applicable to NHSS.

## **101 NOTE TO PART XV - APPENDICES**

NHSS and The Society have not amended all the Appendices in Part XV to reflect the separate Collective Agreement status of NHSS. 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 NHSS in the same manner as they were applied to Ontario Hydro, to the extent that they are applicable to NHSS.

## **102 DECONTROL/ADVERSE IMPACT/CHANGE OF EMPLOYER**

### **102.1 Scope**

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

#### **102.1.1 Preference for Regular Employees**

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

- within the same Unit of Application;

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

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

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

### **102.1.2 Grievability/Arbitrability**

Employees may use the grievance/arbitration procedure to appeal decisions of the joint teams referred to in this Article if they believe they have been treated unfairly. JRPT decisions and processes are grievable. It is expected that the parties will support their decisions and recommendations. This is not intended to prevent the parties from jointly agreeing to change their decisions and recommendations. The recommendations and decisions by other Joint Redeployment Planning Teams and other Joint Reasonable Offer Teams are without prejudice and cannot be used as precedents in grievance arbitration. Any agreements reached by the JSMC within the scope of Article 102 are neither grievable nor arbitrable.

## **102.2 Preamble and Principles of Operation**

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

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

- 102.2.1** Career change should be expected and viewed positively.
- 102.2.2** Individuals are responsible for their own career decisions and should be involved in developing options affecting their careers.
- 102.2.3** NHSS and The Society recognize the value of retaining, utilizing and enhancing the asset of employee skills and abilities.

- 102.2.4 Employment continuity issues will be discussed openly and employees and their representatives should be involved in these discussions as early as possible.
- 102.2.5 Employees will be provided with access to opportunities for learning and development and will take a proactive role in their development to prepare for the future.
- 102.2.6 It is in the best interests of both our customers and our employees for NHSS to be a viable and healthy business entity with operations province wide.
- 102.2.7 Employment continuity policies must reflect a balance between the fundamental interests of NHSS and its employees.
- 102.2.8 Employees will be treated fairly and with respect and dignity.
- 102.2.9 NHSS 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.
- 102.2.10 A commitment to effective short and long range planning is critical to employment continuity.
- 102.2.11 For a JRPT to operate effectively and efficiently, it is important that it be provided with a pre-determined organizational structure and adequate/appropriate resourcing.

### **102.3 Definitions**

- 102.3.1 "BASIC SEARCH/NOTICE PERIOD" shall mean a period of 24 weeks.
- 102.3.2 "CONSENSUS" shall mean an agreement on a given issue that all parties to the agreement can live with and publicly support.
- 102.3.3 "DECLARED SURPLUS" shall mean that the employee has insufficient seniority and/or qualifications to be matched to an ongoing position that is deemed to be a reasonable offer in his/her unit of application.
- 102.3.4 "EMPLOYMENT CONTINUITY" shall mean the obligation on NHSS's part to provide opportunities and options to maintain productive and rewarding employment within NHSS and in the event that such opportunity is not available, to provide fair and reasonable employment adjustment and terms and conditions for departure. It is an obligation on the part of the employee, The Society and NHSS to actively participate in the redeployment process.
- 102.3.5 "INCUMBENCY" is a concept that a JRPT may use as a part of its redeployment process. The JRPT may identify an employee as an incumbent only if the position meets the following criteria:

substantially unchanged duties and responsibilities<sup>3</sup>;  
 unchanged location;  
 unchanged hours of work;  
 unchanged salary grade.

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

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

or

b) a different salary schedule in which the MP level and/or step is equivalent to the employee's current MP level and/or step.

**102.3.7** "PROMOTION" shall mean a position in which the demands and responsibilities are greater than in the employee's current job and the position is a minimum of one salary grade higher than the employee's current job if rated on the same salary schedule or the equivalent of one salary grade higher if rated on a different salary schedule.

**102.3.8** "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.

**102.3.9** "SENIORITY" shall mean all prior service with Ontario Hydro and OPG or other eligible seniority as per the transition provisions in Section 9.4 regardless of breaks in employment, employee category and/or bargaining unit/ representational status. Regular employees who currently work reduced hours or have done so in the past, will have such service calculated as if it were full-time. In the event that a contractor is determined to be dependent, service shall be counted from the date of a declaration of dependent contractor application to the OLRB or the date of joint agreement between NHSS and The Society regarding contractor status.

**102.3.10** "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 NHSS.

**102.3.11** "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).

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<sup>3</sup> *The operational meaning as determined by the JRPT.*



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

### **102.4.1 Principle of Prior Involvement**

Prior to making final decisions on significant organizational or operational changes that have an adverse impact on the employment continuity of Society-represented employees, NHSS 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.

### **102.4.2 Application**

This Article will apply where there is an adverse impact or change of employer as defined below.

#### **102.4.2.1 Adverse Impact**

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

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

#### **102.4.2.2 Change of Employer**

- (i) This Article 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.
- (ii) The company recognizes the importance of securing for employees an opportunity for continuing employment with a new employer and is committed to securing such opportunity for employees in a business or asset to be decontrolled.

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.

#### **102.4.3 Involvement**

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

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

##### **a) Joint Consultation**

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

Failing an agreement, NHSS will make the final decision.

##### **b) Joint Recommendation**

NHSS 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, outstanding issues will be submitted by either party to a standing arbitrator.

##### **c) Joint Decision**

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

#### **102.4.4 Voluntary Surplus**

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

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

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

NHSS 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 NHSS'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 shall meet to discuss with the Joint Redeployment and Planning Team the number and type of positions that will no longer be required.

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

- a) The Joint Redeployment and Planning Team will prepare a report including decisions with respect to:
  - (i) The Unit of Application for identification of surplus staff;
  - (ii) The name of the standing arbitrator and outline of arbitration process;
  - (iii) The process and strategies used for redeploying staff within the Unit of Application;
  - (iv) The preparation of seniority lists and identification of surplus staff;
  - (v) Identification of separation incentives for the purpose of minimizing involuntary terminations.
  - (vi) Determining the time table for surplus employees to leave the company that is reasonable under the circumstances.
- b) Respond to questions and grievances related to its process and decisions.
- c) Ensure that purchases services contracts are reviewed by NHSS throughout the redeployment process.
- d) Appoint JROT members

### **102.6.1 Unit of Application**

#### **102.6.1.1 Definitions**

*Unit of Application* shall mean the organizational unit in which seniority and the identification of surplus staff shall be administered.

**102.6.1.2** For the purposes of Article 102.6.5 the Unit of Application is all NHSS.

- 102.6.1.3** This Article replaces references to Article 102 in the NAOP Letter of Understanding (LOU#23) dated June 19, 1998. The Unit of Application for the purposes of the NAOP LOU is set out in Section 102.6.1.2(i) above.
- 102.6.1.4** All employees will normally be assigned to one and only one unit of application.
- 102.6.1.5** Where NHSS 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.

In the event of a change during the term of the Agreement that cannot be resolved by the parties paragraph 1(c),(e),(f),(g),(h), (i), 2 and 3 of the dispute resolution process set out in Appendix III – Default Units of Application (Adams Decision of September 16, 1997) will be used.

Paragraph 1(c) is amended to read: “The default units of application for Society-represented employees shall be an updated equivalent balance of the following factors:

- 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.

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

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

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

### **102.6.2.1 Mix and Match Rules**

- 1) No promotions, i.e., only laterals or demotions are permitted in a mix and match process. (Note: Exceptions are described in 102.6.2.1 (11) and 102.6.3).
- 2) Applies within the affected Unit of Application.
- 3) The process must be open and participatory and involve individual employees in planning and an agreed-upon form of posting within the Unit of Application.
- 4) In the event there are more qualified candidates than positions available in the new organization, then the most senior of the qualified candidates will be selected to fill the positions.
- 5) If a job offer is found to be unreasonable by the Joint Reasonable Offer Team, then the JROT will re-examine the match. If no reasonable job is available, then the employee will be declared surplus with full entitlements.
- 6) Employees who accept a lower-rated position or who experience a reduction in hours of work as a direct result of Mix and Match will be entitled to the provisions of 102.9 “Salary Maintenance”.
- 7) **Pregnancy Leave and Paid Parental Leave**

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

#### **8) Other Leaves/Absences**

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

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

#### **9) Out-of-Province Assignments**

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

#### **10) Temporary Assignments/Rotations**

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

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

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

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

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

#### **11) Employees Previously Demoted via Article 102**

An employee previously demoted through the application of Article 102 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.

### **102.6.2.2 Available Options if Employee Refuses a Job Offer**

The following options will be made available to an employee who rejects an offer that is upheld by the Joint Reasonable Offer Team (refer to **102.8.2**) as reasonable. The affected employee must, within 48 hours of being advised of the decision, choose between the options made available by the Joint Redeployment and Planning Team. The options are:

- a) Accept job offer; or
- b) Confirm refusal and terminate. In a Decontrol/Change of Employer situation, employees will terminate in accordance with 102.6.4 (iv) or 102.6.4 (ix). In an Adverse Impact situation, employees will terminate with Severance entitlements as described in Article 102.7.2.1.

Exception: Employees who have been demoted as a result of the direct application of Article 102 and who, in a subsequent mix and match, face a demotion again due to the direct application of Article 102 will be allowed to choose between accepting the demotion or being declared surplus with full entitlements in 102.6.5 (iv) 8. They will not be required to submit to the JROT process.

### **102.6.2.3 Refusal of an Incumbent Position**

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

### **102.6.3 Identification of Surplus Employees**

The Joint Redeployment and Planning Team will compare the seniority of employees performing work which requires substantially the same qualifications and experience. In addition the team will compare the qualifications and experience of displaced employees with the qualifications and experience required by lateral or lower rated positions in the Unit of Application and retain the most senior at that level in descending order. Through this process the Joint Redeployment and Planning Team shall decide by consensus which employees within the

Unit of Application have greater seniority and shall be retained to fill the ongoing positions and which employees have least seniority and shall be declared surplus subject to (a) and (b) below.

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

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

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

**a) Viability of the Work Unit**

If the ability of the organizational unit to adequately perform its functions is placed in jeopardy by the application of seniority, the Joint Redeployment and Planning Team may decide to protect sufficient lesser service employees to restore the viability of the organizational unit. If the team is unable to reach consensus, then Senior Management (e.g., Directors, General Managers) will decide. In situations where junior staff are protected by the implementation of this Subsection, and where the Unit of Application is smaller than a Bargaining 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 Bargaining Unit.

**b) Employment Equity**

If employment equity programs will be seriously set back, the Joint Redeployment and Planning Team may by consensus agree to protect sufficient lesser service employees in order to prevent such a set back from happening and extend the same provisions as set out in (a) above. This provision is not intended to further or enhance employment equity initiatives. Where the team has not reached consensus on the need to protect lesser service employees because of employment equity concerns, then the normal rules for identifying surplus employees on the basis of seniority will apply as outlined above in Subsection 102.6.3.



#### **102.6.4 Sequence of Events**

Effective on the date the Company officially announces an intent to conduct a transaction in accordance with Article 102.4.2.2(i), the following will apply:

- (i) 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.
- (ii) Commencing on the date that the 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.
- (iii) The Company will make Article 102.4.4 (Voluntary surplus) as applied to 102.7 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.
- (iv) The Company will make available a voluntary separation option to employees eligible for an undiscounted pension with a retirement allowance of 52 weeks.
- (v) Employees affected by the change of employer will be asked to state in writing their intention to accept continuing employment with the new employer.
- (vi) 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 in accordance with 102.6.5 Part (iv) Steps 1, 2 and 3.
- (vii) Employees who indicate their willingness to accept continuing employment and for whom a position is available will transfer to the new employer.
- (viii) 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 102.6.5 Part (iv) Steps 4, 5, 6, 7, 8 & 9.

- (ix) 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. All employees in this sub-section (ix) will also be entitled to the following:
- (a) Coverage under NHSS'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;
  - (b) Reimbursement for tuition fees and other associated expenses up to a maximum of \$5,000.00 upon production of receipts from an approved educational program within 12 months of his/her termination;
  - (c) Reimbursement of outplacement services up to a maximum value of two weeks salary (e.g. Outplacement counseling, legal or financial counseling, external job search expenses.), upon production of receipts.
- (x) Management may, in consultation with The Society, offer the voluntary severance package under Article 102.4.4 (Voluntary surplus) as applied to 102.7 to an employee to avoid a displacement.

### **102.6.5 Adverse Impact Situations**

This provision applies to employees in NHSS organizational units, which experience an adverse impact. Such employees will be subject to an expedited JRPT process as follows.

- (i) Where the number of employees exceeds NHSS's needs, the Company will make Article 102.4.4 (Voluntary surplus) as applied to 102.7 available to employees. With the agreement of The Society, Management may offer other voluntary separation incentives such as focused pension incentives, retirement bridges, etc.
- (ii) The mix and match process will take no longer than 4 weeks. Prior to the beginning of the 4 week period, Management will provide the JRPT the following information:
  - Details on the new organizational structure at a detail level that will indicate the classification, location, number of positions in the new organization;
  - A seniority list by pay grade and occupation code;

- Identification in writing of the qualifications and selection criteria for positions without incumbents, for the affected work group.
- (iii) The following process is intended to be completed in four weeks. A standing arbitrator will be appointed at the beginning of each process to sit at the end of two weeks and the end of the four week period for the following purposes:
- The first hearing will be used to resolve any outstanding items arising out of the process
  - The second hearing will be used to determine one of two options.
    1. The process will continue jointly for a defined period of time with a re-visitation of the matter by the arbitrator; or
    2. Management will continue the process unilaterally.
- (iv) The mix and match process will involve the following steps with a viability check after each step:

1. Incumbent matching
2. Matching to lateral vacancies in the same location (Volunteer/Force)
3. Volunteering for location change and/or a demotion.

Note: Steps 1, 2 and 3 require organizational charts only within the work group.) Step 1-3 only apply to the changed organization.

4. Matching to lateral vacancies in another location in the Bargaining Unit (Volunteer/Force).
5. Displacement on the basis of seniority and qualifications to the most junior lateral first in the Unit of Application
6. Matching to demotion vacancies descending within salary grades in the Bargaining Unit (Volunteer/Force)
7. Displacement on the basis of seniority and qualifications to the most junior demotion (descending within salary grades) in the Unit of Application

Note: Steps 4, 5, 6 & 7 do not require organizational charts

8. If unable to do any of the above, 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 102.7). Such employees will also be entitled to the following:

- (i) Coverage under NHSS'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 \$5,000.00 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 counseling, legal or financial counseling, external job search expenses), upon production of receipts.

They will have the option to take this payment in weekly installments during which time they will have recall options in 102.11.

9. Employees who refuse a placement in the above process, will be considered to have resigned from their employment.

**102.6.6** 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 OPG 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:

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

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

Employees, who are affected by Article 102.6.5 in a Change of Employer situation where the new employer is not a competitor of NHSS, may have

recall rights in NHSS for 26 weeks in addition to the cash payment of one week per year of service. 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).

#### **102.6.6.1 Declared Surplus**

Employees declared surplus will receive written notice. The written notice shall contain:

- The cause of the surplus.
- A reference to this Article.
- The total severance entitlement.
- The anticipated date the employee will vacate his/her position.

#### **102.6.7 Voluntary Surplus**

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

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

## 102.7 Search Notice

### 102.7.1 Calculations

All full-time and reduced-hours employees who are declared surplus will have a search/notice period calculated as follows:

- no less than a 24 week basic search/notice period;
- plus
- service-based search notice period equal to the sum of:
    - two (2) weeks per year of service for the first five years of service, and
    - one (1) week per year of service for service greater than five years, and
  - employees with relevant previous experience will receive additional service-based job search credits based upon their highest salary grade within one year of hiring in accordance with the following:

Salary Grade Hired Into	Credit
MP1	2 weeks
MP2	4 weeks
MP3	6 weeks
MP4	8 weeks
MP5	10 weeks
MP6	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.

- For employees hired after January 1, 2005, the search period will be two weeks per year of service up to three years of employment. After three years of employment the search notice requirement for such employees shall be the full entitlement that is available to employees who were employed prior to January 1, 2005.

### 102.7.2 Severance, Lump-Sum Payments and Voluntary Resignation

#### 102.7.2.1 Severance

Severance pay for the purpose of this Article will be calculated, for employees with less than 20 years' service, at a rate of 2

weeks for each year of service at the termination of employment date. Employees with a minimum of 20 years of service shall receive severance pay of 3 weeks per year of service at the termination of employment date to a maximum of 78 weeks. It will be calculated at the weekly rate for base hours of work for the full-time position (refer to Section 71.2) to the nearest whole month (30 days). Credit will be given on a prorated basis for any service which exceeds a whole year to the nearest whole month (30 days).

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 102.11.

The maximum amount of severance is 78 weeks.

#### **102.7.2.2 Lump Sum Payments and Voluntary Resignation**

Surplus employees will be entitled to the residual search/notice period and severance entitlement in the form of a lump sum payment in accordance with the following:

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.

#### **102.7.2.3 Previous Severance and Lump Sum Payment**

Surplus employees who have received a payment under a predecessor Article 64 or Agreement S3 will have their severance calculated on the basis of continuous service since the last time severance was paid.

### **102.8 Job Offers**

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

An employee will have up to 7 calendar days to accept or refuse an offer of a position.

#### **102.8.2 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.

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.

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 NHSS 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 employee is responsible for presenting his/her own case.

### **102.8.3 Legal Notice of Termination of Employment**

It is agreed that the compensation for 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, for federally regulated employees.

## **102.9 Salary Maintenance**

**102.9.1** If the employee accepts a position at the same salary level, it will be at the same salary and performance level subject to later performance reviews. Entitlement to special allowances for TMS staff will reflect the conditions of the new position.

**102.9.2** If an employee accepts placement in a lower rated position his/her current base salary dollars will be frozen until the employee's current pay entitlement as determined from the salary grade and performance standing exceeds the frozen level. This salary treatment must be conveyed in writing when the offer is made.

### **Exception:**

An 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.



**102.9.3** Premiums will be calculated on the basis of the performance standing assessed for the lateral or lower rated job.

## **102.10 Reduction in Hours of Work**

(Applicable to Employees paid from Salary Schedules with base 35-hour work week)

### **102.10.1 Principles**

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

### **102.10.2**

Where employees move to positions where the normal weekly hours are less than in their former positions, the following will apply:

- a) The Society and NHSS will attempt to reach a local agreement on a transition which would allow the affected employees to work additional hours above the 35 hour base for an extended period of time with staged reductions.
- b) Local agreements will continue to apply to the affected employees without change (e.g. ENCON, TOB).

### **102.10.3**

Failing agreement in accordance with Clause 102.10.2, the following treatment will apply:

The employee's working hours and salary will be frozen for a six month period at which point they will be reduced on a pro-rated basis by 2.5 hours. They will be further reduced by increments of 2.5 hours every six months thereafter until such time as the hours of work are the same as that of the new position.

## **102.11 Recall Rights**

Employees whose employment is about to terminate 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) former surplus employees with recall rights will be considered for vacancies in the bargaining unit as per Article 65.6.3 (f), including their right to grieve non-selection (refer to Subsection 65.6.3).
- c) weekly severance payments will cease in the event a terminated former surplus employee is rehired.
- d) severance pay received prior to recall will be subtracted from any future severance pay entitlements under this Article.
- e) persons on recall are not employees and shall not be entitled to any benefits provided to employees except recall rights as noted in 102.6.5 (iv) (8).

## **102.12 Relocation and Housing Assistance**

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

**102.12.2** An employee in a community where OPG'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 OPG policy.

## **102.13 Change of Employer**

In addition to entitlements covered under Article 102 or any other provision of this Collective Agreement or related Letters of Understanding, the following shall apply to all change of employer situations as defined in Article 102.4.2.2

### **102.13.1 Joint Transfer Committee**

The employer and the Society shall strike a joint transfer committee for each change of employer situation. This committee will engage in meaningful discussions regarding the scope of transfer, communications regarding the transfer and in respect of the movement of staff from NHSS to the new employer.

In cases where there are more employees in an affected work group than there are available positions in the new organization(s), or in situations involving a significant change in job duties and/or responsibilities for incumbents in the new organization(s), employees will, where feasible, be transferred to the new organization(s) on a Senior Choice/Junior Force basis, subject to operational requirements.

In cases involving adverse impact as defined by Article 102.4.2.1 of the Collective Agreement, this committee will also play the role of Joint Redeployment Planning Team (JRPT) as defined in Article 102.5 and 102.6 of this Collective Agreement.

## **102.14 Obligations of New Employer Following Transaction**

### **102.14.1 Amendment of Term**

Where the Employer has become bound to this Collective Agreement as a result of a transaction described in Article 102.4.2.2, the employer shall immediately agree to amend the term of the Collective Agreement to a term of three (3) years commencing upon the date of the transaction, and specifically agrees to file such an application(s) with the Union as may be necessary to amend the term of the Collective Agreement for three (3) years.

### **102.14.2 Additional Obligations**

Where the Employer becomes bound to this Collective Agreement as a result of a transaction described in Article 102.4.2.2, the Employer shall, as of the effective date of the transaction:

1. Employ all Society-represented staff employed by the entity New Horizon System Solutions LP (“NHSS”), including all such employees on LTD (or other leave of absence)
2. Accept all Society-represented NHSS retirees into a “mirror” pension plan established by the employer, in accordance with the following:
  - (i) The employer shall establish a “mirror” pension plan in which the pension benefits provided by the Employer to Society members under such plan shall be substantially the same as the pension benefits provided to Society represented employees under the existing NHSS pension plan;
  - (ii) The Employer agrees to engage in commercially reasonable efforts to enter into an asset/liability transfer agreement with NHSS in respect of the pension plan to be established by the employer and the transferred members.
3. Continue to provide OPEB to retirees in accordance with the Collective Agreement and past practice.
4. Implement a one and three-quarter (1.75%) percent increase to each salary schedules under Article 23 and two additional one and one-half (1.5%) percent increases effective upon the commencement of year two and year three of the agreement.

### **102.14.3 Surplus Employees**

Where the Employer has become bound to this Collective Agreement as a result of a transaction described in Article 102.4.2.2, the Employer shall not declare an employee surplus for a period of two (2) years from the effective date of the transaction, unless the employee agrees to be declared surplus, in which case the procedure under Article 102 shall be followed by the Employer.

**PART XV - APPENDICES****Appendix I - Re: Utilization and Advancement of Professional Engineers and Scientists**

Ontario Hydro and The Society agree the following principles will govern the utilization and advancement of professional engineers and scientists in Ontario Hydro.

- 1.0 The terms "professional engineers" and "scientists" shall include the employees' categories identified in Attachment A.
- 2.0 The MP2/FMP12 level of work shall normally be considered as a developmental stage for professional engineers and scientists performing engineering or scientific work.
- 3.0 The MP4/FMP14 level of work shall be considered as the "normal expectancy" level for fully qualified and competent engineers, or scientists in Ontario Hydro. MP3/FMP13 may continue to be a "journeyperson" level for engineers and scientists in some areas of activity.
- 4.0 Every effort should be made to provide professional engineers and scientists with an opportunity for advancement to MP4/FMP14, when they are capable of performing work at this level and such work is available.
- 5.0 Where an individual has demonstrated the willingness and capability to advance, and where advancement is impeded by lack of opportunity in the work area, every effort should be made to assist the individual in career advancement. This could include specific action steps such as training, job transfers, and rotations which will provide greater promotional opportunity.
- 6.0 Greater emphasis is required on the screening of professional staff at an early stage in their careers for both their potential capability to perform work at the MP4/FMP14 level and their suitability for further employment in Ontario Hydro.

(signed by W.G. Morison for Management and F.R. Greenholtz for The Society, February 27, 1984)

<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 Association of  
Professional Engineers of The Province of  
Ontario (APEO) Salary Survey**

It is agreed that the method of input to the APEO Salary Survey of Employers and the analysis and use of the survey shall be in accordance with the following.

**1.0 Data Input**

**1.1** The salary rates input to the survey shall be the rates paid for normally scheduled hours of work.

**1.2** Such salaries shall be input for all Ontario Hydro engineers at Bachelor and/or post-graduate levels in engineering disciplines, who are engaged in engineering or scientific work (incumbents of M&P 600000 series jobs and of FM&P 860000 series jobs, who are represented by The Society), including engineering trainees who are registered (or eligible for registration) by the APEO.

**2.0 Method of Input**

**2.1 Level A**

Engineers whose Bachelor graduation occurred during the current or two previous calendar years, who are not incumbents of jobs classified as MP4 and FMP14 or higher.

**2.2 Level B**

- i)** Engineers whose Bachelor graduation occurred during the third, fourth or fifth calendar year prior to the current year, who are not incumbents of jobs classified as MP4 or FMP14 or higher.
- ii)** Engineers in jobs classified as MP1 and FMP11 who have sufficient years of experience to exempt them from eligibility for input to Level A.

**2.3 Level C**

Engineers in jobs classified as MP2, MP3, FMP12 or FMP13 who have sufficient years of experience to exempt them from the requirement to be input to Levels A or B.

**2.4 Level D**

Engineers in jobs classified as MP4, MP5, FMP14, FMP15.

**2.5 Level E**

Engineers in jobs classified as MP6, FMP16.

**3.0 Annual Relative Standing**

Ontario Hydro data will be excluded from the APEO survey data when making comparisons of Ontario Hydro's position relative to the community.

(signed by J.R. O'Connor for Management and B.A. Green for The Society, November 29, 1984 - revised in 1992/1994 Collective Agreement)

**Appendix III  
- Default Units of Application**

**(Adams Decision – September 16, 1997)**

1. With respect to the default units of application issue, the parties agree to the following:
  - a) On September 16, 1997, default units of application include Nuclear (as per BU Mid-Term MT-1) and Fossil (as per BU Mid-Term MT-13).
  - b) On September 16, 1997, default units of application also include Hydroelectric; Technical Services and New Product Development; Commercial Analysis and Venture Development plus International and Industry Relations plus CBD Finance and Administration.
  - c) The default unit of application for all other Society-represented employees shall be an updated equivalent balance of s.64.6.1.2 factors as previously expressed by business units existing under the 1995-96 Collective Agreement.
  - d) All other disputes regarding default units of application will be governed by Article 64.6.1. For the duration of the Collective Agreement, any disputes arising with respect to updating default unit of application shall be dealt with by the JSMC.
  - e) Where no decision of the JSMC is reached, within 10 working days of the JSMC's consideration of the matter, the parties shall exchange written briefs.
  - f) 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.
  - g) 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.
  - h) The arbitrator shall issue an award within 5 working days of the hearing, setting out the default unit of application.
  - i) The arbitrator has all the powers under the applicable Labour Relations Act.
2. 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.

3. This Agreement does not prejudice or waive any grievance rights under Article 64.1.2, but the arbitrator's award on the default unit of application cannot be grieved.
4. This Agreement shall operate for the duration of the 1997/98 Collective Agreement.

**Appendix V - Re: List of Mediators  
and Arbitrators (incomplete)**

Pursuant to Section 14.2, the parties submit the following individuals to be used as mediators/arbitrators if mutually agreed to:

Kevin Burkett  
Pamela Picher  
Michel Picher  
Robert Howe

Professor Ken Swan  
George Adams  
Jane Devlin

### Appendix VI - Project Crew Arrangements

The following are the provisions in establishing the implementation of Project Crews.

1. Employees on Project Crews are considered to be regular employees with all the terms and conditions and benefits as per the collective agreement, except as noted in these provisions.
2. Employees on the Project Crew will be entitled to the same number of yearly hours as a regular employee and be paid for those hours at straight time on the same basis as a non-Project Crew employee.
3. Each employee on the Project Crew may have a different number of hours available to work, due to the application of vacation rights, floating holidays, and statutory holidays.
4. Employees may be required to work days or shift work on 8/10/12 hour schedules up to 60 hours per week and a minimum of 40 hours per week.
5. Shift differential and payment for scheduled work on weekends and statutory holidays will be paid out on an as worked basis.
6. Management will establish the amount of overtime required in the year. E.g. 50 hours, 100 hours, 150 hours, etc. 30 percent of this overtime will be at 1.5 times and 70 percent at 2 times. This overtime will be paid out in equal installments in each pay-cheque. In addition this clause will be considered to have met the commitments identified in Article 57.5.
7. Any overtime above that required in 6 above will be paid at the appropriate premium rate.
8. Management will post the schedule September 1 for the following year showing when the majority of the work will be required (i.e. peak work to meet project schedules). Employees will be given 7 days notice if the project schedules are adjusted to meet system demands. The adjustment can be no more than 14 days in either direction. Failure to give notice would result in appropriate penalty payments.
9. Employees will be entitled to establish blocks of time, up to vacation allowance, when they will be unavailable for work assignment(s), this time off cannot conflict with the likely periods required for them to work.
10. Management will post (locally) September 30 for positions in the projects in the following year. Where possible, selections will be on a voluntary senior qualified basis. Should there be insufficient volunteers, management will first post-rotational opportunities and then, after consultation with The Society, force the junior qualified employee.

**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;
  - b) determine the schedule for main committee negotiating meetings;
  - c) select a mediator-arbitrator and determine the dates for mediation-arbitration;
  - d) receive progress reports on items under (1) above.
3. By August 1, the parties will:
  - a) identify those issues which will be referred to sub-committees;
  - b) establish the terms of reference for the sub-committees and the target dates these sub-committees are to submit their final reports/recommendations to the main committee;
  - c) select their representatives on the sub-committees. The parties shall each appoint at least one representative from their main negotiating committee to serve on these sub-committees.
4. Sub-committees will begin meeting no later than September 1 and submit progress reports by October 15 and a final report no later than October 31 (unless specifically provided with a time extension by the 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 Ontario Hydro agree to replace Sections 1.0 and 2.0 of the VRA with Article 2 of their Collective Agreement as amended by the Framework Agreement dated October 4, 1994.

The parties further confirm that the terms of the VRA as amended in the Collective Agreement remain applicable in all respects, including the agreed upon dispute resolution processes, to all provincially and federally regulated employees, subject only to previously agreed amendments and this amendment.

(signed by B.R. Story and C.B. Cragg - October 4, 1994)

### **Appendix IX - Re: Article 2 - Recognition Clause**

*Ontario Hydro* and The Society confirm the following understanding with respect to their agreement to amend Article 2 (“Recognition Clause”) of their Collective Agreement:

1. The parties agree that the Voluntary Recognition Agreement (Attachment A), subsequent amendments to the VRA and correspondence between the parties concerning jurisdictional matters will be admissible in the event of any future interpretation disputes concerning The Society’s recognition clause.
2. The parties agree that the intent of these amendments is to clarify The Society’s historic jurisdiction as the exclusive bargaining representative for the broad mix of professional and supervisory employees that comprise the M&P/FM&P and TMS/TS/OSS/SEI salary classifications on salary schedules 01, 02, 03, 04, 05, 06, 07, 08, 09, 13 and 18 except where such persons are performing managerial functions or are employed in a confidential capacity. As such, these amendments constitute a reconfirmation by Ontario Hydro of the commitments made by D.B. MacCarthy regarding The Society’s jurisdiction in his April 18, 1994 letter to P.T. Suchanek, Registrar of the Canadian Labour Relations Board.
3. The Society acknowledges that Ontario Hydro has consented to the deletion of the following subparagraphs from the bargaining unit description on the basis of the assurance of The Society contained in paragraph 4 below:
  - those persons included on the Executive Salary Roll and above;
  - employees whose full-time duties are security work;
  - employees in the Executive Office;
  - employees in the Office of the General Counsel and Secretary including the Law Division except Corporate Official Records Analysts, Corporate Archivists and Corporate Records Centre Supervisors.
4. The Society assures Ontario Hydro that this Agreement, to delete the sub-paragraphs contained in paragraph 3 above, does not extend the previously agreed upon jurisdiction of The Society, except upon consent of the parties, beyond that jurisdiction identified in the Voluntary Recognition Agreement. However, should jurisdictional claims be made by any other bargaining agent for the classifications referred to in paragraph 3 above, The Society may assert a parallel or related claim.
5. The parties acknowledge that there are thirteen jurisdictional grievances filed by The Society pending resolution (listed in Addendum A) and that these amendments are not intended to prejudice the outcome of these disputes.
6. The parties acknowledge that the definition “associated employees” in Subsection 2.3.2 includes, but is not limited to, positions listed in Addendum B, and other similar positions created in the future.

(signed by B.R. Story and C.B. Cragg - October 4, 1994)

## 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 2.4. This process does not deny the parties access to the grievance/arbitration process but recognizes that conflict of interest situations may require an alternate forum for resolution. The issues that may give rise to a conflict of interest between the duties and responsibilities of the Security Staff and their membership in The Society may involve sensitive and confidential security matters that would not be appropriate to the usual grievance/arbitration process. The parties may desire to deal with these issues *in camera* or with the immediate involvement of other representatives who are not usual participants in the grievance/arbitration process. The employee is entitled to Society representation in this process and in the event that the process is not successful or results in discipline or other actions directly affecting any of the parties, all parties would maintain the right to pursue these actions through the grievance/arbitration process.

(signed by B.R. Story - February 24, 1995)



## **Appendix XI - Re: Peak Demand Hour Arrangements**

The following are definitions and guidelines for the implementation of peak demand hour arrangements.

### **Definitions**

*Normal Work Week:* For purposes of this Article, a normal work week will mean the total of the standard hours normally worked during a pay period, outside of the peak work load periods.

*Normal Hours:* Normal hours worked outside of a peak work load period (as per Article 70).

*Peak Work Load Period(s):* One or more periods during the year in which the expected magnitude or nature of the work to be performed reasonably requires employees to work more than their normal work week, and/or hours different from their normal hours. Peak work load periods may be the result of a need to minimize equipment downtime, or other factors which are expected to occur every year.

*Peak Demand Workers:* Employees who are likely required to work more than their normal work week, and/or hours different from their normal hours during peak work load periods, and less than their normal work week during other periods of the year.

### **Intent**

- a) Peak demand workers may be required to work normal hours, or scheduled hours on a work and/or shift schedule which are different from their normal hours, and which, in total, may exceed their normal work week during peak work load periods. Scheduled hours worked in excess of the normal work week will be “banked” and taken as time off (consistent with the conditions outlined in this Appendix), during periods of the year when the work load may not require all of the normal hours available.
- b) Work and/or shift schedules, and all other administrative matters regarding the hours of work for peak demand workers will be determined within the business unit, subject to the conditions contained in this Appendix.
- c) The design of work and/or shift schedules and other hours of work arrangements will give consideration of the requirement to perform work in the most effective, efficient and safe manner.
- d) The design of work and/or shift schedules and other hours of work arrangement will give consideration of the need to maintain good working relationships within the affected group and the relativity to other employees not covered by this Appendix.

**Conditions**

- a) The peak work load periods will be declared prior to the start of the year for the entire year. The declared peak work load periods for the year will not be less than four weeks' cumulative duration (or normal conditions for the employee will apply). The declared peak work load periods will not exceed 26 weeks of the year cumulative duration. For purposes of this Appendix, the year may be any designated fiscal year which will not be changed for the work group once established.
- b) Peak demand workers may be assigned to normal hours, work and/or shift schedules that average more than the normal work week during the declared peak work load periods. Other articles in this Collective Agreement regarding shift work, hours of work, and standard hours do not apply during declared peak work load periods, except:
  - Articles 59.3, 60.4, 61.2 and 61.3 regarding shift allowance for work schedules on weekends, and nights; and
  - Special conditions for 12 hour shifts as per Article 61.6.
- c) Management will strive to provide at least seven days' notice of an assignment to a work or shift schedule that requires work outside of normal hours during the declared peak work load periods. However, any hours worked outside of normal hours without at least three days' notice will not be considered scheduled work for purposes of this Appendix.
- d) Work performed outside of scheduled hours is overtime and will be compensated at the appropriate overtime rate(s).
- e) During the declared peak work load periods, an amount equal to the number of scheduled hours worked each week in excess of the normal work week will be "banked". The banked time will be taken as time off at straight time during times of the year outside of the declared peak work load periods, subject to meeting work requirements. When possible, the time off will be scheduled by mutual agreement between the employee and Management. If work requirements have prevented an employee from taking his/her "banked" time off, the time remaining will be compensated as follows: for positive balances in the time bank remaining at the end of the year, the employee will receive payment at time and one-half for 50% of the hours and double-time for the balance.
- f) An employee's base wages will be maintained throughout the year, regardless of the number of scheduled hours worked per week during the declared peak work load periods, or hours taken off at straight time from the time balance "bank" during other periods of the year.
- g) The design of work and/or shift schedules used during the declared peak work load periods will be flexible to meet work requirements and consistent with the

limitations of the appropriate legislation. Specific rules to be adopted for the design of work and/or shift schedules for peak demand workers may include:

1. The length of a scheduled shift or extended work day cannot exceed 12 hours.
2. No more than 48 hours of work may be scheduled (i.e., exclusive of overtime) in a week.
3. The start of a scheduled shift or work period must be at least 24 hours following the start of the previous scheduled shift or work period.
4. At least eight hours of time off will be provided between work periods including overtime.
5. Although the content, preparation, costing and administration of work and/or shift schedules is the sole responsibility of the Corporation, the preference of the majority of peak demand workers to be assigned in the affected work group will be considered in designing the work and/or shift schedule.
6. Every attempt will be made to assign employees from those in the appropriate work group, to a work and/or shift schedule under this Appendix, on a voluntary basis. However, in the absence of sufficient qualified volunteers, the Corporation may assign specific individuals to perform the work.

## **Appendix XII - Guidelines for Applying Burkett Overtime Award**

As a result of continuing questions concerning the Burkett overtime award, The Society and Ontario Hydro have agreed to issue these guidelines to assist local representatives in interpreting this award.

Employees found eligible for compensation under this award are entitled to receive compensation equivalent to PWU overtime premiums for all overtime worked, retroactive to January 1, 1993. This entitlement applies to all PWU overtime premiums, including double-time Saturdays, double-time for all work performed outside of their first four clock hours after normal quitting time Monday to Friday inclusive and minimum payments for emergency and scheduled overtime. It does not apply to travel time outside of normal scheduled hours.

To determine compensation eligibility under this award:

First, determine which employees are eligible to receive the PWU equivalent overtime premium. A list of eligible employees should be developed locally using the statement of intent in Part A and the employee eligibility guidelines set out in Part B. Local Society representatives should be involved in developing the list of eligible employees to minimize the possibility of disputes.

Second, decide whether an employee deemed eligible in step one will be compensated with PWU equivalent overtime premiums on an ongoing or on an assignment-by-assignment basis. This decision is Management's prerogative. If the decision is made to compensate on an assignment-by-assignment basis, the guidelines set out in the statement of intent in Part A and the guidelines in Parts C and D should be followed to determine when an eligible Society-represented employee qualifies to receive the applicable PWU equivalent overtime premium. Local Society representatives should be involved in the development of local adaptations of these guidelines to ensure fair and consistent employee treatment and to minimize disputes.

### **Part A - Intent of the Award**

The intent of the award is to correct the internal "relativity rub" that arises when Society-represented staff are required to directly supervise or work beside PWU-represented employees performing overtime work in a field environment or facility while receiving less providential overtime provisions than these employees. It is not intended to address internal relativity problems other than those that specifically arise when members of both employee groups work overtime.

### **Part B - Conditions of Employee Eligibility**

1. The following conditions must be satisfied before an employee is eligible to receive award compensation:
  - a) an employee must work in a field environment/facility (=“field condition”);

and

- b) he/she must directly supervise or work beside PWU-represented employees (=“interface condition”).
2. To meet the “field condition”, an employee must be “directly involved in the operations, maintenance or construction of production, transmission, or distribution facilities”.
  3. “Head office” refer to non-production, non-transmission or non-distribution facilities and, as of January 1,1993, includes the following locations: 700 University, 393 University, Murray Street, College Park, Place Nouveau and the Atrium. When performing overtime work at these locations, employee do not meet the “field condition”. Local Society and Management representatives should assess whether or not employees, when performing overtime work at other locations, meet the “field condition” on a case-by-case basis, by examining the nature of the employee’s work in light of the statement of intent in Part A and the guidelines contained in this section. In the event of disagreements, the matter should be referred to the 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 guidelines does not stand alone: all conditions set out in this Part must be satisfied before an eligible employee qualifies for award compensation.)*

1. Both The Society-represented employee and the PWU-represented employee whom he/she supervises or works beside must be on overtime. Example: if a Society-represented employee who normally works days Monday to Friday works on a Saturday with a PWU-represented employee who is working on his/her normal scheduled shift (and does not work beyond the scheduled hours), The Society-represented employee does not qualify for award compensation.
2. Award compensation applies to the period of time when The Society-represented employee is “rubbed” by an unfavourable overtime premium differential. Example: if a Society-represented employee who normally works days Monday to Friday works on a Saturday from 7:00 a.m. to 3:00 p.m. with a PWU-represented shift employee (for whom the Saturday is a scheduled work day) whose shift ends at 7:00 a.m. but who continues to work (on overtime) until 3:00 p.m., The Society-represented employee qualifies for double-time from 11:00 a.m. until 3:00 p.m., i.e., when the PWU-represented employee received double-time for overtime work.
3. The presence of a Society-represented employee for the overtime in question must be necessary for the work to progress (i.e., if the employee was not there, then the task could not proceed). In most cases, this condition is met if the other conditions set out in the Part are also satisfied.
4. A direct supervisory or “working beside” interface must exist between Society-represented and PWU-represented employees during the overtime in question. The mere presence of a PWU-represented employee on overtime at the same location and at the same time as a Society-represented employee is working overtime does not trigger the award. Example: if a number of eligible Society-represented supervisors work overtime at the same time as PWU-represented employee works overtime, only the supervisor to whom the PWU-represented employee reports during the overtime in question qualifies for award compensation.
5. This, however, does not preclude another Society member who is not a supervisor but meets the “working beside” criteria from receiving this compensation.

#### **Part D - Clarifications**

1. Even if only one PWU-represented employee is on overtime for a particular assignment, and the other (PWU-represented) members of his/her crew or task group are not, assuming the other conditions are met, The Society-represented employee on overtime with him/her qualifies for award compensation.
2. Normal shift turnover work of less than 30 minutes does not qualify for coverage under this award, but rather is compensated in accordance with Article 62 (“Shift Turnover”) in the Collective Agreement. Shift turnover work of 30 minutes of 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)

### Appendix XIII - Clarification Notes for Article 74

#### Purpose of These Notes:

- to clarify the contractual language in Article 74 to reflect the intent of the parties during negotiations
- to permit clarifications to be understood for use during the contingency planning process.
- these notes do not alter or amend Article 74 but should be added to the Article.

#### Clarifications:

##### 1. Section 74.2

- a) Should the parties, as outlined, be unable to come to joint agreement on whether work is essential, then a decision will be made by a jointly agreed to third party. This person may be internal or external to OPGI, and will make a decision within 6 hours of the dispute referral by either party. Decisions made by the third party will be binding for the purposes of work assignment. This decision may be subject to the grievance process at a later date.

The third party will be *George Adams*.

- b) It was the intent of this Section that requests to employees to accept essential work assignments will contain as much information about the assignment as possible, such as work location, training schedules, etc. It is expected that Management will request work assignments as close to employee home locations as possible.

##### Section 74.2 and 74.4

Within these Sections, the assignment of work occurs when an employee accepts Management's request for an essential work assignment and any training, if required. All agreements and legislative conditions with respect to work refusal on the grounds of health and safety, etc., continue to apply under this Article.

##### Section 74.4

One possible situation under this Section may be when there are outstanding essential work assignments once the pool of available and qualified ESR and MF staff has been exhausted and Society-represented employees acceptances have been received. In this emergency situation, Management will assign essential work to Society-represented employees who either have or will obtain the appropriate skills and training. This clarification was necessary because both parties recognize the legal obligations of OPGI to ensure essential work is carried out. Management will also take into account personal circumstances before assigning work under this particular emergency situation. Normal Management rights apply to these work assignments.

Signed December 21, 1995:	Mario Germani	Eric Preston
	President Asst.	Vice President
	The Society	Labour Relations

**Revised Template for Letter Requesting a  
Society-Represented Employee to  
Accept an Essential Work Assignment**

Employee Name

Date

Request to Perform Essential Work

The Business Unit Name and Society Unit Director have now completed their assessment of work required to maintain essential services should the Power Workers' Union (PWU) withdraw the services of its members following expiry of the current Collective Agreement.

Based on your background and experience, OPGI is asking you to perform essential work as follows:

Location: \_\_\_\_\_

Position: \_\_\_\_\_

The exact commencement date of this assignment is dependent on the outcome of negotiations between the PWU and OPGI.

The training, if required, for this position will be provided as follows:

Location: \_\_\_\_\_

Time: \_\_\_\_\_

Please complete the form below and return this letter to your supervisor within 1 week from the date of the request.

You will be contacted by Contingency Planning Contact or their designate, who will provide you with information about the assignment, compensation, working conditions, expenses and any details associated with training. A copy of the relevant portions of the OPGI/Society Collective Agreement is attached for your reference.

R2 signature

cc Human Resources

- I accept the assignment
- I wish to request a change to this assignment
- I do not wish to volunteer for this assignment



**Template for Letter Assigning  
Essential Work to  
Society-Represented Employee**

Employee Name

Date

Assignment to Perform Essential Work in an Emergency

The Business Unit Name and Society Unit Director have now completed their assessment of work required to maintain essential services should the Power Workers Union (PWU) withdraw the services of its members following expiry of the current Collective Agreement.

Based on your background and experience, OPGI is assigning you to perform emergency essential work, due to insufficient resources, as follows:

Location: \_\_\_\_\_

Position: \_\_\_\_\_

The exact commencement date of this assignment is dependent on the outcome of negotiations between the PWU and OPGI.

The training, if required, for this position will be provided as follows:

Location: \_\_\_\_\_

Time: \_\_\_\_\_

If, for extenuating personal circumstances, you want to request a change to this assignment, efforts will be made to try to accommodate your request.

You will be contacted by Contingency Planning Contact or their designate, who will provide you with information about the assignment, compensation, working conditions, expenses and any details associated with training. A copy of the relevant portions of the OPGI/Society Collective Agreement is attached for your reference.

R2 Signature

cc Human Resources

**Appendix XIV - Side Letters**

Mr. John Wilson, President  
The Society of Ontario Hydro Professional  
and Administrative Employees  
525 University Avenue, Suite 630,  
Toronto, Ontario  
M5G 2L3

Dear John:

**Side Letter Re Package Agreement on Grouping 5**

This is to clarify the treatment under Article 37 of The Society Collective Agreement (Release of Society Representatives) when employees are released from their regular positions. These employees will retain the position they had subject to applicable provisions of the Collective Agreement. In addition, such employees are entitled to such reasonable training or reskilling to return to 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 64.7.1.2 (Interruption of Search/Notice Period).

Yours truly,

Steve Strome  
Vice President, Labour Relations  
Corporate Human Resources

December 4, 1998  
Mr. John Wilson, President  
The Society of Ontario Hydro Professional  
and Administrative Employees  
525 University Avenue, Suite 630  
Toronto, Ontario  
M5G 2L3

Dear Mr. Wilson:

This will confirm certain understandings reached during collective bargaining, concerning the Pension Plan:

- a) The employees represented by The Society constitute a separate class within the Ontario Hydro Pension Plan;
- b) The committee established as a result of the Memorandum of Settlement for the 1997-1998 Collective Agreement shall continue to have access to reasonable pension plan and pension fund information, which shall include reasonable information related to the allocation and transfer of pension funds from the Ontario Hydro Financial Corporation Pension Plan to a successor pension plan as contemplated by S. 100 of the Energy Competition Act. Prior to its publication, the committee will review any brochure, which provides a summary of the pension plan and any specific provisions and entitlements of The Society pension class;
- c) In the event of a division of the Ontario Hydro Pension Plan into two or more successor pension plans, the provisions of this letter are applicable in respect of each successor pension plan.
- d) The employer confirms it remains responsible in respect of all rights and benefits under Article 50 of the Collective Agreement.

Yours truly,  
Steve Strome  
Vice President, Labour Relations  
Corporate Human Resources

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

Jim Blair and Lanny Totton  
The Society of Energy Professionals  
525 University Avenue, Suite 630  
Toronto, Ontario  
M5G 2L3

Re: Article 41 Pregnancy Leave Extension (Unpaid)

Dear Jim and Lanny,

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

In drafting the language for Article 41(Pregnancy/Parental Leave), the parties had to reconcile the existing agreement language with the new ESA provisions. It was agreed that the new ESA provision for 35 weeks of parental leave was a reasonable leave period and the 4-week unpaid parental leave extension provided under the 1999-2000 collective agreement could be subsumed in the entitlement. In the event that the ESA parental leave provisions are reduced below 35 weeks, OPG 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.

Yours truly,

Julie Mitchell – VP Labour Relations  
Corporate Human Resources

**Appendix XV – Letter of Understanding - Cross Company Resourcing (to be reviewed)**

Assignments made in furtherance of the resource flexibility provision of the collective agreement shall be made only for a demonstrably valid business purpose, and should not be made in a manner that is arbitrary, discriminatory or in bad faith,

Recognizing that rotations can only be made on a voluntary basis, in the case of any temporary assignment or shared services assignment under the provisions of the resource flexibility article which is for a period of more than six months, the Union shall be entitled to seek arbitral review of the assignment. The scope of such review shall be limited to determining whether the assignment is for a legitimate business purpose and is devoid of any arbitrariness, discrimination or bad faith. Any such arbitration shall be referred to Arbitrator Bill Kaplan to be heard on an expedited basis. In the event that Arbitrator Kaplan should determine that the standards established within the letter of understanding have not been respected, he shall have the jurisdiction to issue such relief as he deems appropriate.

Should the Society Union challenge or assert that the existence of this letter of understanding does not constitute reciprocity with the Inergi Society agreement by grievance, it shall be rendered null and void and the new collective agreement provisions governing resource flexibility shall stand without qualification.

### Appendix XVI – Free Fly Zone

Principles for a Free-Fly Zone in the PSA process under Article 67 during the lifetime of this collective agreement.

- 1) The employer can contract out up to 20,000 hours of work per year without a PSA on the following conditions:
  - a) Where practical regular staff will be used for project work, with contractors back-filling, but at any rate no less than 60% of project work shall be performed with regular staff.
  - b) Management will provide the Society on a quarterly basis the following:
    - i) Total contract hours worked
    - ii) Total hours of project work performed by Society regular staff
    - iii) Total hours of project work performed by contractors
      - (1) Staffing levels will be maintained at 280 or greater.
      - (2) To assist with the tracking of free-fly zone hours, the employer will provide a completed PSA form to the Society in respect of free fly zone hours.
- 2) After 20,000 hours of contract usage the regular provisions of the PSA apply.
- 3) The parties agree to co-operate in the efficient administration of the PSA process and this Appendix.
- 4) The parties agree that the quarterly report dates as set out in Article 1 (b) above are:
  - March 31st.
  - June 30th.
  - September 30th.
  - December 31st.

The Employer will produce a report detailing the items set out in Article 1 (b) above within 10 business days of the quarterly report dates set out above.

- 5) In cases where contractors are performing Society represented work without a valid PSA, the available FFZ hours will be reduced by three times the non-compliant hours.
- 6) In cases where non-society represented employees are found to be performing Society represented work, the available FFZ hours will be reduced by three times the non-compliant hours.
- 7) This process ends at the conclusion of this collective agreement.

### Appendix – XVIII – Training and Development

- The parties agree that both management and Society officers need to understand the skills and career development of Society represented employees.
- We also share the objective of developing, and maintaining, an inventory of skills which are relevant to our business.
- Business planning should incorporate a forecast of required skills which could play an important part in to succession planning
- The objective of the training and development program should be to deliver purposeful training and as such establish that on average one week of training per Society member per year be delivered.
- **Where retiring employees have skills and knowledge that the company requires for continuing sustainment or project work, the parties agree to meet and discuss a plan to enable the transfer of the required skills to other Society represented employees. This information will be updated semi-annually in the inventory of skills report referred in this Appendix.**
- **Mentoring will be encouraged by both parties and is seen as a core competency for all NHSS resources. The company will identify employees and/or management staff who are approved to act as skills mentors.**
- **Mentors and Mentees will be provided with training on how to make effective use of the mentoring program. Consistent with Article 21.1.4 any mentoring activities shall be agreed upon, and documented by the supervisor and employee in his/her training and development objectives for the year. The employer will develop a schedule for mentoring activities, which will be reviewed with the employee. All mentoring activities must be approved in advance by the Employer.**



<b>PART XVI - LETTERS OF UNDERSTANDING</b>
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## **LETTER OF UNDERSTANDING**

### **#1 Re: Compensation and Working Conditions - Essential Duty Assignments**

It is agreed that the following provisions will govern the compensation and working conditions applicable to Society-represented staff who are assigned essential service duties.

#### **1.0 General Provisions**

- 1.1** All policies and practices and terms of the Collective Agreement which normally apply to Society-represented staff will continue to apply during a strike/lock-out unless modified, replaced or set aside in accordance with this Agreement.
- 1.2** All employees, including employees not assigned to work of another bargaining unit, will continue to receive their normal pay rate, including performance standing, for their regular job.
- 1.3** For those employees who normally work shifts, all existing shift schedule arrangements, including time-balanced schedules, will be suspended from the date the work stoppage commences until the work stoppage ends. Compensation treatment will be equitable for all employees assigned to essential duties during the work stoppage.
- 1.4** All employees assigned to essential duties will be compensated based on a 35-hour work week. As a minimum, employees will continue to receive pay equivalent to their normal base earnings. For employees whose rate is normally based on a 37.5 hour or 40 hour week, a premium of 0.5 times the hourly rate will apply after 35 hours in a week until their normal hours of work (i.e., 37.5 or 40) is reached. Overtime beyond this will be compensated at the appropriate overtime rate.

A positive time balance will be paid at the termination of the essential service assignment and a negative time balance will be written off.

- 1.5** For situations involving the crossing of picket lines, refer to Article 77 of the Collective Agreement (“Crossing Picket Lines of Other Unions”).

#### **2.0 Compensation - General**

##### **2.1 Scheduled Work on Weekdays**

- 2.1.1** Employees assigned to essential work will be compensated at straight time rates for the first seven (7) hours of work. The following seven (7) hours worked shall be compensated at time-and-one-half subject to treatment for employees normally working 37.5 or 40 hours a week as outlined in Section 1.4.
- 2.1.2** All hours worked in excess of fourteen (14) continuous hours shall be compensated at:

- a) double-time; or
- b) straight time plus an hour off for each hour worked in excess of fourteen (14) hours.

## **2.2 Scheduled Work on Saturdays, Sundays, and Statutory Holidays**

- 2.2.1 All employees assigned to work shifts and scheduled to work on Saturdays and Sundays will receive straight time pay for the first seven hours worked as part of a normal scheduled work week.
- 2.2.2 All employees assigned to work shifts will receive straight time pay for the first seven hours worked on a statutory holiday as part of their normal scheduled work week. One hour off for each hour worked up to the statutory holiday credit (seven hours) will be given at a later date acceptable to the employee and Management.
- 2.2.3 The appropriate shift allowances as per Article 59 (“Shift Work [M&P, TMS, TS, OSS]”) and Article 60 (“Shift Work [FM&P]”) will be paid to all employees required to work shifts.

## **2.3 Overtime Worked on Saturdays, Sundays and Statutory Holidays**

- 2.3.1 Employees shall be compensated at time-and-one-half for the first fourteen (14) hours worked on a Saturday.
- 2.3.2 Employees shall be compensated at double-time for the first fourteen (14) hours worked on a Sunday.
- 2.3.3 Employees shall be compensated at double-time for the first fourteen (14) hours worked on a statutory holiday. In addition, one hour off for each hour worked up to the statutory holiday credit (seven hours) will be given at a later date acceptable to the employee and Management.
- 2.3.4 All hours worked in excess of fourteen (14) hours on a Saturday, Sunday or statutory holiday will be compensated at:
  - a) Double-time; or
  - b) Straight time plus an hour off for each hour worked in excess of fourteen (14) hours.

## **2.4 Time Off in Lieu**

Employees may choose to be compensated in money, paid time off, or a combination of both for overtime worked while assigned to essential work. Scheduling of time off will be subject to agreement of the regular supervisor following the end of the work stoppage.

### **3.0 Travel Time**

All travel time except time spent in travel when called out for any emergency overtime, will be compensated at straight time. Travel time for emergency overtime will be considered as overtime.

### **4.0 Expenses**

- 4.1 Reimbursement will be made for appropriate out-of-pocket expenses incurred as a result of undertaking assignments during a strike situation. As such employees should not profit from reimbursement of expenses. Appropriate expenses include, but are not limited to, travel, meals, accommodation, cancellation of vacations, increased child care, and damage or loss of private property.
- 4.2 Expenses incurred during a temporary assignment will be submitted to the temporary supervisor for approval.

### **5.0 Essential Work Rating Scale**

- 5.1 The Essential Work Rating Scale set out in Attachment A forms part of this Letter of Understanding and will be updated by the Joint Society-Management Committee, prior to application.

(signed by Brian Story, Co-Chair for Ontario Hydro Management and Chris Cragg, Co-Chair for Society, dated June 27, 1994.)

## ATTACHMENT A

### Essential Work Rating Scale

#### (A) WORKING CONDITIONS

Employees who are assigned to essential work will automatically receive credit for this factor. It is assumed the individual will be subjected to pressures, demands or unfavourable/hazardous working conditions which deviate significantly from the norms of the regular position. Employees/supervisors whose work responsibility will increase significantly as a result of a work stoppage may be assigned to special duties by their respective line management.

Payment per Day: \$30.00

#### (B) SHIFT ASSIGNMENT

Employees who are assigned to work a shift schedule will automatically receive credit for this factor for each day they work the shift schedule.

Payment per Day: \$30.00

#### (C) SPECIFIC ALLOWANCES

The following allowances are to compensate for situations where employees are required to perform essential work under specific working conditions.

An employee can receive compensation for only one of the following allowances.

##### **24- Hour Availability**

An employee who is required or elects to remain at a designated place, other than home (e.g., motel) in readiness to proceed immediately to the work location on a 24-hour basis.

Hours worked by an employee are included in this 24-hour period.

Payment per Day: \$46.00

OR

Remaining at *Ontario Hydro* Facilities on 24-Hour Basis

An employee is required to remain/live at the work location for a 24-hour period.

Payment per Day: \$120.00

##### **On-Call Service**

An employee is permitted to remain at home following his/her scheduled work but is required to be available to work outside normal working hours.

(Reference: Article 56 - "On-Call Service")

Note: Employees who are required to live at the work location on a continuing 24-hour basis and will be paid for only those hours worked plus the applicable allowances.

**LETTER OF UNDERSTANDING****#2 Re: Peak Work Hours Arrangements**

This will confirm the understanding reached at negotiations with respect to Article 72 - Peak Demand Work Arrangements and Appendix XI.

Article 72 contemplates that a joint local team will develop a design for the Peak Demand Hours Arrangement in local areas using Appendix XI as a guideline. The local joint teams will also devise an implementation plan for the arrangement. That plan could involve staffing the arrangement with volunteers on a test basis. The volunteers would have to volunteer for a full 12 month cycle. The fact that an individual did not volunteer will not negatively reflect on his/her performance evaluation. The results of that test application could be reviewed by the local joint team. This review might result in revisions to the arrangement.

It is expected that ultimately the arrangement would become a local Mid-Term Agreement.

(signed by B.R. Story and C.B. Cragg - October 4, 1994 - Joint Society-Management Committee [JSMC])

***NOTE: AS A RESULT OF THE OPERATION OF ARTICLE 102 THIS LOU IS  
SUSPENDED DURING THE TERM OF THIS COLLECTIVE AGREEMENT***

**LETTER OF UNDERSTANDING**

**#4 Re: 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**

- 1.0 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:
  - 1.1 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.
  - 1.2 Employees who are extended surplus status by their JRPT will be provided with a surplus letter as is described in the Employment Continuity provisions.
- 2.0 The search notice period of an employee who is extended surplus status will begin upon written receipt of his/her Declared Surplus letter.
- 3.0 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.
- 4.0 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.
- 5.0 JRPTs will have the responsibility to monitor and update a list of employees to whom they extended "at risk" surplus status.
- 6.0 This Letter of Understanding terminates on December 31, 2000.

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J. Wilson  
for The Society

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S. Strome  
for OPGI

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Date

***NOTE: FOR THE TERM OF THIS COLLECTIVE AGREEMENT REFERENCE TO ARTICLE 64 IS REPLACED WITH REFERENCES TO ARTICLE 102***

**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 OPGI-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 OPGI-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 OPGI-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 OPGI-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

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Date

**LETTER OF UNDERSTANDING****#7 Re: Enhanced Absence from Work Policy**

Ontario Hydro and The Society agree to make the following changes to the Corporate Enhanced Absence from Work Policy (HRPP 02-04-01, June 1993):

1. Surplus employees will be eligible to take all leaves of absence under this policy with the exception of self-funded sabbaticals (Part C of this policy). With respect to surplus employees who take leaves of absence under this policy the following provisions apply:
  - a) In the event that an employee returns to work at Ontario Hydro after the leave and voluntarily terminates his/her employment with the Corporation prior to the expiry of his/her search/notice period, the cost of maintaining his/her health benefits during the leave will be deducted from any payments received upon termination;
  - b) the search/notice period and associated rights under Article 64 will be suspended during the leave period;
  - c) the length of the search/notice period and any entitlements under Subsection 64.9.2 will not be adjusted to reflect the time spent on leave.
2. Ontario Hydro will consult with The Society prior to making a final decision to deny an employee's request for an extension of a leave of absence in accordance with this policy.
3. In cases where an employee is required to provide a written commitment of continued employment with Ontario Hydro following an educational leave, the duration of this commitment will be in accordance with the formula set out in the Education Leave policy (HRPP 02-03-03, October 1982) to a maximum of five years.

The application of the provisions of the Letter of Understanding to Part B ("Employee Prepaid Leaves Within the Same Calendar Year") and Part C ("Sabbaticals") will terminate with the end dates of these policies. This Letter of Understanding will terminate on December 31, 1996.

(signed by B.R. Story and C.B. Cragg - April 5, 1995)

**LETTER OF UNDERSTANDING****#8      Re: Shift Differential**

In agreement renewal negotiations the parties discussed a category of employees who met certain criteria:

- a)      they were in positions that had normal hours of work between 4:00 pm and 12:00 pm;
- b)      they were in these positions as a result of the mix and match process;
- c)      prior to the mix and match process they had normal hours of work between 7:00 am and 6:00 pm.

**OPGI** agreed that the positions would be eligible for shift differentials.

This Letter of Understanding expires December 31, 2000 unless otherwise extended by the parties.

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J. Wilson  
for The Society

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S. Strome  
for OPGI

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Date

**LETTER OF UNDERSTANDING****#9 Re: Expediting Redeployment Grievances and Arbitrations**

The undersigned Parties agree as follows:

**Complaint and Grievance Procedure**

1. This Agreement applies to grievances arising from the administration of Employment Continuity provisions of the Collective Agreement (Article 64.1.2), including the redeployment process in each Unit of Application, non-selection to positions in the mix and match and non-selection of employees entitled to priority placement in the search/notice period, and to decisions of JROTs.
2. Except as specified in this Agreement, all provisions and practices established in relation to the Complaint and/Grievance/Arbitration Procedure apply to these grievances.
3. An employee's complaint must be submitted no later than 20 working days after completion of the Mix and Match, e.g. final approval of the JRPT Second Report or equivalent, the JROT decision, or the selection process that includes the decision he/she feels is unfair.
4. At Step 1 of the grievance procedure, The Society will submit complaints within the scope of this Agreement to the relevant JRPT, JROT, and/or line management through Labour Relations Strategy Division. Management and The Society will be given 10 working days to attempt to resolve the grievance. The Society's position on the grievance is not prejudiced by that of Society members of JRPTs or JROTs.
5. Failing resolution at Step 1, The Society may advance the grievance to Step 2 of the grievance procedure within a further 10 working days.
6. The Parties will appoint regular and backup members to at least one Standing Redeployment Grievance Team, which will act as a Second Step Grievance Committee according to the terms of the Collective Agreement. The Committee will meet within ten days of a grievance being filed to attempt to resolve the grievance.
7. Failing resolution at Step 2, The Society may refer the grievance to arbitration within 20 working days. The Parties will designate and retain one arbitrator for grievances under this Agreement.

**Arbitration**

8. The parties will review case by case the appropriateness of the following expedited arbitration process for grievances arising from the Expedited Redeployment Grievance process.
9. Mr. Joseph W. Samuels, or another arbitrator acceptable to the parties, will be retained as arbitrator for Employment Continuity grievances and he will be asked to deal with agreed-upon cases according to the terms of point 10, below. The arbitrator shall control

the proceedings and retain jurisdiction to require further submissions of fact or argument as he deems necessary to determine the matter.

10. The expedited arbitration process will require the following:

- ◆ Each grievance can be heard on one day, more than one grievance may be scheduled per day subject to the arbitrator's direction.
- ◆ The parties will prepare and sign a Joint Statement of the facts giving rise to the dispute, the facts in dispute (to the extent practicable), and any agreement as to the issues to be decided by the arbitrator. The Joint Statement must be developed prior to scheduling the hearing date.
- ◆ Each party will present three copies of a Case Statement at the outset of the hearing. The Case Statement will state the issues to be determined, the facts on which the party relies, and a summary of the position of the party, supported by documentary exhibits and references to the Collective Agreement, jurisprudence or other authorities.
- ◆ Witnesses may be called where the arbitrator rules that there is a material factual dispute and determines which parts of the evidence sought to be called appear relevant and material to the determination of the grievance. Witnesses will be under oath and subject to examination and cross-examination.
- ◆ Oral argument will be limited to the position of the party set out in the Case Statement and the rebuttal of the other party's argument.
- ◆ The arbitrator will determine the matter as soon as possible, with a written decision issued to the parties within ten working days of the hearing date. Failure to meet a time limitation under this process will be deemed a technicality that does not invalidate the proceedings or the award.

11. Where the parties do not agree that a case is appropriate for this procedure, it will be dealt with by the same arbitrator as a conventional referral to arbitration.

(signed by B.R. Story and M. Germani - June 13, 1995)

## LETTER OF UNDERSTANDING

### #10      Re: Extended Health Benefits

The undersigned parties recognize and accept the fact that *OPGI'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 *OPGI* and The Society, *OPGI* 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 *OPGI* 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

**NOTE: AS A RESULT OF THE OPERATION OF ARTICLE 102 THIS LOU IS  
SUSPENDED DURING THE TERM OF THIS COLLECTIVE AGREEMENT**

**LETTER OF UNDERSTANDING**

**#13 Re: Surplus Staff On Rotations**

Intent:

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

- 1.0 It is possible for employees who are on rotation to continue employment with *OPGI* 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.
- 2.0 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).
- 3.0 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.
- 4.0 For the period of employment, following the expiration of the search/notice period, employees will be considered per Clause 65.6.3(f) of the Collective Agreement and will not have priority consideration for corporate vacancies.
- 5.0 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 of the Collective Agreement.
- 6.0 With the exception of the limitations stated in sections 4.0 and 5.0 of this Letter of Understanding, 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.

This Letter of Understanding terminates on December 31, 2000.

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J. Wilson  
for The Society

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S. Strome  
for OPGI

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Date

**LETTER OF UNDERSTANDING****#21 Re: Enhanced Absence from Work Policy**

1. *OPGI* and The Society agree that the Letter of Understanding dated April 5, 1995 re: Enhanced Absence from Work Policy (LOU #7) applies only to employees who commenced a leave of absence in accordance with that Letter of Understanding prior to December 31, 1996. Upon completion of those leaves, save and except those leaves which are extended pursuant to paragraph 2 below, the Letter of Understanding dated April 5, 1995 will be deleted from the Collective Agreement.
2. During the term of the 1999-2000 Collective Agreement, individual Business Units and The Society will be able to negotiate Business Unit Mid-Term Agreements which set out the terms and conditions under which:
  - (a) new leaves of absences may be established for employees within the business unit; and
  - (b) terms and conditions under which existing leaves of absences established pursuant to the April 5, 1995 Letter of Understanding re: Enhanced Absence from Work Policy (LOU #7) may be extended.
3. This Letter of Understanding expires on December 31, 2000.

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*OPGI*

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The Society

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Date



## LETTER OF UNDERSTANDING

## #22 Re: Workplace Harassment and Human Rights

**Complaint Process**

*OPGI* and The Society agree to the following Letter of Understanding:

- (a) When a complainant or respondent to a human rights or harassment complaint files a request for representation by The Society, the parties will attempt to agree on the terms for a Step 1A before the Complaint is advanced to Step 2 of the Complaint and Grievance/Arbitration Procedure.
- (b) At Step 1A the parties will first attempt to agree on a fact-finding process that may include:
  - i. The use of neutral investigator agreeable to both parties;
  - ii. Consideration of reports from preceding investigations;
  - iii. Interviews with affected employees.

With the consent on the affected employees and the parties, mediation may be appropriate in the circumstances. Failing this, The Society may advance a grievance directly to Step 2.

- (c) The Society and *OPGI* will attempt to agree upon a list of neutral investigators for use at Step 1A where required.
- (d) Where a Step 1A process is agreed to, the parties will attempt to agree on a statement of facts based on the findings of the investigation. Failing agreement, The Society may advance a grievance directly to Step 2.
- (e) Based on the fact-finding exercise at Step 1A, Management will determine the course of action it will take and will inform The Society of its decision in a timely manner. If The Society does not agree with Management's decision, it may advance a grievance directly to Step 2.
- (f) Where the parties agree on a statement of facts at Step 1A, it may be relied upon by either party at Step 2 and subsequent arbitration. Both parties retain the right to introduce additional facts and issues at Step 2. There will also be an attempt to consolidate at Step 2 any other grievance issues that may be related to the human rights or harassment allegations and to balance the interests of affected employees.
- (g) These provisions shall remain in effect until May 15, 2000 and continue thereafter subject to termination by either party on 90 days' written notice.

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*OPGI*

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The Society

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Date

## LETTER OF UNDERSTANDING

**#30      Re: Process for Updating the Drug Formulary to December 31, 2000**

### NEW DRUGS REQUIRING A PRESCRIPTION BY LAW

1. New “generic substitutes” for “name brand drugs” already listed on the Formulary will automatically be added to the Formulary as soon as they are approved for use in Canada.
2. New “strengths/dosages/forms” for drugs listed on the Formulary will automatically be added to the Formulary as soon as they are approved for use in Canada.
3. Out-of-country drugs with the same chemical base as drugs listed on the Formulary will automatically be added to the Formulary as the need arises.
4. The Chief Physician (or other employer-designated decision-maker) shall review all drugs that have been newly approved for use in Canada and advise the employer whether the drug is commonly and customarily recognized throughout the physician’s profession as appropriate in the treatment of a patient’s diagnosed sickness, injury or condition. The employer will make all reasonable efforts to make this determination as soon as possible after the drug has been approved for use in Canada. When a drug is deemed by the Chief Physician (or other employer-designated decision-maker) to meet this criteria, the drug shall be added to the formulary.
5. Any drug on the Formulary that is no longer approved for use in Canada will automatically be deleted from the Formulary effective the date federal approval is withdrawn.

### A. OVER-THE-COUNTER (OTC) PRODUCTS

1. A new OTC product (excluding Vitamins and Minerals) that has been approved for use in Canada, that falls into the following categories.
  - (a) for allergies
  - (b) for chronic illness
  - (c) considered life sustaining
  - (d) previously “requiring a prescription by law’ and already on the Formulary
  - (e) different strengths or repackaging of products already on the Formulary (same product/same company)
  - (f) products already on the Formulary whose DINs may have changes as a result of a company takeover or reorganization shall be reviewed by the Chief Physician (or other employer-designated decision-maker). The Chief Physician (or other employer-designated decision-maker) will advise the employer whether” (a) the OTC product is commonly and customarily

recognized throughout the physician's profession as appropriate in the treatment of a patient's diagnosed sickness, injury or condition; and, (b) Best Average Pricing (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.

2. Vitamins and Minerals which have been approved for use in Canada and which have the same chemical base as items currently on the Formulary will be added to the Formulary effective the date Best Available Pricing information is made available to the Carrier (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.

## LETTER OF UNDERSTANDING

### **#68 Re: Centralization of the Organization Reporting to the Chief Information Officer**

#### **1. Purpose/Scope**

- 1.1 To transfer identified employees (see section 3 below) to the organization reporting to the Chief Information Officer (CIO) and to deal with matters related to those transfers.
- 1.2 Except as expressly modified in this Letter of Understanding, all provisions of the Collective Agreement shall continue to be applicable.

#### **2. Preamble**

**2.1** The vision for the CIO's organization is to:

- provide the most reliable and cost effective information technology systems to Ontario Power Generation Inc. (OPG);
- plan to support all current OPG and new generation assets in North America;
- understand that in a competitive energy environment "joint operating agreements" are common and that the best Information Technology (IT) organization will support a generation asset, regardless of who owns the electricity output;
- ideally, perform work internally where employees can perform it well and effectively.

**1.2** OPG and The Society of Ontario Hydro Professional and Administrative Employees (The Society) agree that the CIO's vision shall be pursued having due regard for the need to:

- treat Society represented employees in a fair and equitable manner;
- protect, to the greatest extent possible, the employment security of Society represented employees;
- vigorously pursue training and career development for Society represented employees so that they remain a valuable asset of the CIO organization.

#### **3. Organization Transfers**

Employees identified in the attached organization charts and lists, which charts and lists shall form part of this Letter of Understanding, will be transferred to the CIO organization and the OPG (non-nuclear) bargaining unit effective the date of approval of this Letter of Understanding. Society represented IT employees in what is currently known as Ontario Power Technologies (OPT) will have the opportunity to be transferred to the CIO organization.

##### **3.1 Transferring Employees After the Implementation of the CIO Organization**

All Society represented employees dedicated fully to Information Technology (IT), including employees currently assigned to Y2K projects, will be transferred to the CIO organization effective the date of approval of this Letter of Understanding. Should other

Society represented IT employees be identified after the date of approval of this Letter of Understanding, they will be transferred to the CIO organization following discussions with and the agreement of the Society.

### **3.2 The CIO Organization**

The CIO organization includes employees involved in Information Technology (IT) as described below.

#### **Definition**

Information Technology is any business solution that supports an organization to achieve its business objectives; for example:

- business applications development and support;
- call centre support;
- centralized computer system configuration and management;
- mainframe data centre configuration and support;
- distributed computing (e.g., desktop, LAN shared services and peripherals);
- database technology;
- voice technology and network.

### **4. Unit of Application**

For the duration of this Letter of Understanding, there will be one unit of application for all employees reporting to the CIO.

### **5 Other Commitments**

Management shall complete the commitments set out below in 5.1 and 5.2.

#### **5.1 Review of Job Documents**

- Rewrite job documents to move toward more generic job documents.
- Rationalize pay grades.
- Review internal relativity and make changes/improvements where necessary.
- Develop a limited set of job descriptions.
- Review and revise, as necessary, the Promotion in Place (PIP) documents that are currently in operation in the CIO organization.
- Where PIPs are not in place, management will identify advancement criteria from one pay grade to another and integrate those advancement criteria with the Personal Development Plans (PDPs - see 5.2 below) of Society represented employees. The identification of advancement criteria and their integration with PDPs will not guarantee advancement/promotion, but will identify for employees what is required of them to be advanced/promoted.

It is expected that the commitments in 5.1 will be completed by August 31, 1999.

## 5.2 Employee Training and Development

- It is important to keep employees' skills current.
- On average, every employee will receive a minimum of 20 hours of IT specific technical training per year. Over a three-year period, an employee will be provided with, on average, 120 hours of technical training. This commitment does not provide a guarantee for any specific employee, but is an average for the CIO organization that will be maintained. These commitments to provide training become effective June 1, 1999.
- Non-technical training will be provided to employees where it is required for their career development. The commitment to provide non-technical training is separate from and in addition to the required amount of technical training.
- Training will be linked to, and integrated with, both the employees' Personal Development Plans (PDPs) and the CIO organization's business plans.
- Management will begin the process of developing Personal Development Plans for all employees.
- Every Society represented employee in IT will have a PDP and his/her training needs identified no later than October 1, 1999.
- A joint review of training will take place in January, 2000. The purpose of the review is to ensure that training has taken place and is scheduled to take place in accordance with the commitments set out in 5.2.

## 6. Article 64

Article 64 will not be invoked in the CIO organization until:

- the commitments in 5.1 have been met; and,
- the commitments in 5.2 have been demonstrated to be in place or satisfactorily in progress\*; or,
- the expiration of the 1999-2000 Collective Agreement.

\* The three-year training commitment set out in 5.2 will be deemed to be "satisfactorily in progress" and this management commitment to have been satisfied if by December 31, 1999 Society represented employees in the CIO organization have been provided, on average, with 10 hours of technical training.

## 7. Purchased Services

**7.1** Management will identify all contractors performing work in the CIO organization. All current contracts will be jointly examined no later than June 30, 1999 to determine the extent of the use of purchased services in the CIO organization.

**7.2** A new purchased services implementation plan will be jointly developed for the CIO organization (pursuant to subsection 67.6.1 of the collective agreement) that will guide management and Society decision-makers. The new implementation plan will be developed in keeping with the CIO's perspective on the appropriate use of purchased services.

## 8. Relocation Assistance

All of the entitlements described in paragraphs 5 and 6 of the Letter of Understanding "Redeployment of Society Represented Employees in OPGIN During NAOP" shall continue to apply to employees at the Bruce site. The letter dated June 19, 1998 from the Vice President - Labour Relations (Corporate Human Resources) to John Wilson, President of The Society of Ontario Hydro Professional and Administrative Employees and captioned "Bruce Nuclear Redeployment" shall also continue to apply to employees located at the Bruce site.

## 9. Duration

This Letter of Understanding shall operate until December 31, 2000 and shall continue thereafter subject to 90 days' written notice of cancellation by either Party.

Brian Story  
For Ontario Power Generation Inc.  
May 18/99

John Wilson  
For The Society  
May 18/99

John Mather  
EVP Chief Information Officer  
May 19, 1999

Gary Knowles  
Society Unit Director (CIO)  
May 18/99

## LETTER OF UNDERSTANDING

### **#73      Re: Expediting Society/OPGI Jurisdictional Arbitrations (Nuclear)**

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

1. This Agreement applies to jurisdictional grievances advanced by the Society pursuant to Articles 2 and 16.3 and other relevant provisions of the Nuclear Collective Agreement which do not involve the interests of any intervening trade union.
2. The referral to arbitration shall be made by the Society delivering a brief to OPGI setting out the facts and evidence on which it relies. OPGI shall deliver a responding brief within 20 business days thereafter, and the Society may file a reply brief within a further 10 business days after receipt of the responding brief.
3. If a party does not deliver a brief within the above time lines it may only file a brief and lead evidence at arbitration with leave of the arbitrator, on such terms as the arbitrator may impose.
4. Arbitrations will be held in an expedited med./arb. format. The arbitrators will be selected from the following group:
  - a. Jules Bloch
  - b. William Kaplan
  - c. George Surdykowski

This roster of arbitrators will be reviewed by the parties every year that this agreement continues. Prehearing issues may be referred to Jules Bloch or his designate for resolution

5. Arbitrations will be based primarily on written briefs, which are prima facie evidence of the truth of their contents. Oral evidence will be limited to matters on which the arbitrator so directs, and no party shall introduce oral evidence of matters that are not contained in their brief, except with leave of the arbitrator. Prior settlements made without prejudice and without precedent shall not be determinative of any grievance.
6. In addition to jurisdiction under the collective agreement under which the dispute was filed, the arbitrator shall have the jurisdiction set out in s. 99 of the Ontario Labour Relations Act, 1995, except that the arbitrator shall not have power to alter a Society bargaining unit as determined in a certificate and/or defined in the Voluntary Recognition Agreement or an applicable collective agreement.
7. Arbitration awards will be precedent setting.
8. The parties agree that arbitrator George Adams shall decide the issues raised in the "Referral to Arbitration - Policy Grievance re Excluded 'Individual Contributor' Positions" (December 10, 1997) at a hearing scheduled [SUBJECT TO



CONFIRMATION - February 29, 2000] or his first available date thereafter, and shall issue a pattern-setting award on the following terms:

- a. On or before November 15, 1999 the Society will identify up to four reference positions to provide a factual foundation and by November 26, 1999 OPGI will provide all current and predecessor job documentation (including TIRRs and TARRs where applicable), current organization charts, and any other current documentation of the nature and function of the work organization relevant to these positions;
  - b. The Society will file its Primary Brief by the later of December 10, 1999 or within 15 business days of receiving the complete reference material; OPGI will file a Responding Brief by the later of January 28 or within 30 business days of receiving the Society's Primary Brief, and the Society will file its Reply Brief by the later of February 15 or within 10 business days of receipt of the Responding Brief;
  - c. Arbitrator Adams will have jurisdiction as set out in other provisions of this Agreement except that either party, on request, shall have the right to oral evidence including proof of documents and cross-examination;
  - d. If either party intends to call oral evidence it will provide the other party with a will-say statement of all such evidence not less than ten days prior to the hearing;
  - e. Any individual contributor grievances which are not expressly decided by arbitrator Adams award may be referred by the Society to another arbitrator under the provisions of this Agreement.
9. Except as expressly modified herein, all relevant provisions of the Society's Collective Agreement shall continue to apply.
  10. Either party may withdraw from this agreement on six months written notice to the other party.

John Wilson

On behalf of the Society

Brian Story

On behalf of OPGI

Nov. 9/99

Date

**LETTER OF UNDERSTANDING**

**#75      Re: Transition to New Horizons Non-Nuclear**

Without prejudice and without creating a precedent regarding any other matter, the undersigned parties agree as follows:

1. As a transitional measure until broader job documents are established for Society-represented jobs pursuant to paragraph 4, MP5 Society-represented technical positions will be established as required by the ISG managers. These positions will be filled pursuant to Section 65.6 of the Collective Agreement.
2. ISG management commits to the following:
  - the proposal to establish New Horizons has been approved by the Board
  - without prejudice to the outcome of negotiations pursuant to paragraph 4, the intent for the New Horizons salary bands for Society positions is as follows:
    - Level J Entry Level/Junior Professional MP1-3
    - Level I Journey Level Professional MP4-5
    - Level H Supervisors or Experts MP6
  - the presence of the MP5 technical position will not result in MP4 staff receiving unchallenging work (i.e. being "downgraded" in their work assignments)
3. The rights of current incumbents in the MP4 job to file expedited job review requests or job challenge grievances with respect to the MP5 positions are temporarily suspended until the earlier of three months after the transfer of employees to New Horizons or September 1, 2000. These incumbents shall be moved laterally to this Level I salary band and enjoy the same rights as other incumbents (e.g., progression according to agreed criteria).
4. The parties agree to expeditiously negotiate a job classification system for Society-represented jobs in New Horizons. The target date for the completion of these negotiations is three months after the transfer of employees to New Horizons.
5. Except as expressly modified in this Letter of Understanding, all provisions of the Collective Agreement shall continue to be applicable.
6. This Letter of Understanding terminates on December 31, 2000.

Brian Story  
Ontario Power Generation Inc.

Gary Knowles  
The Society

Feb. 10, 2000

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Date

**LETTER OF UNDERSTANDING**

**SETTLEMENT AGREEMENT**

**#77 Re: Settlement of PPM Policy Grievance (December 3, 1996) and Negotiation of New Performance Pay Plan and Job Evaluation Plan**

Without prejudice and without establishing a precedent in any other matter, the undersigned Parties agree to the following in full and final settlement of the above-referenced grievance:

The parties agree to "freeze" the current administration of the Performance Pay Plan during the year 2000 while they negotiate and, if necessary, arbitrate a new performance pay plan.

**Interim (i.e. for performance pay year 2000, and thereafter if necessary)**

1. The following constitute the Society's Performance Pay Plan in OPGI and cannot be altered except by mutual agreement:
  - (a) all current negotiated agreements\*;
  - (b) the Performance Pay Plan 1978 (revised 1987).
2. In addition, in the OPGI - Nuclear Bargaining Unit, the existing OHN Procedure "Performance Planning and Review" ( N-PROC-HR-0014-R00), including forms and worksheets ("PPR") will be frozen until a new plan is implemented.
3. Disputes regarding the Annual Review of Performance shall continue to be subject to Article 20.3 of the OPG/Society Collective Agreements.
4. Reductions in Performance Pay Standing for Society represented employees shall continue to be treated according to Article 21 of the OPG/Society Collective Agreements.
5. Any disputes regarding the administration of the Performance Pay Plan or this settlement agreement shall be first referred to the OPGI/Society JSMC for resolution. In the absence of resolution, either party may refer the dispute to arbitrator Jane Devlin for full and binding resolution.

\*For clarify, this is the 1999-2000 collective agreement and any other grievance or arbitration settlements which have on-going commitments during the term of the 1999-2000 agreement. This does not include the size of the performance pay-out amount beyond the amount agreed to in the 1999-2000 collective agreement.

**New Plan for the Nuclear and Non-Nuclear Collective Agreements.**

6. The Parties undertake to immediately enter into good faith negotiation of a new performance pay plan consistent with Article 94.1(a) of the Collective Agreement, which shall include negotiation of design, mechanics of application, administration, documentation and pay-out process. The parties further agree to enter into good faith negotiation of a new job evaluation plan in accordance with Letter of Understanding #27.

7. Any new performance pay plan and/or job evaluation plan agreed to in negotiation can only be changed by joint agreement.
8. If agreement on a new performance pay plan and/or job evaluation plan, save for implementation aspects, is not reached by October 1, 2000 either party may refer unresolved issues to arbitrator Devlin to facilitate or for final and binding arbitration. The parties may extend this time limit by mutual agreement. Implementation disputes, if any, will be subject to the mediation-arbitration process in renewal negotiations.
9. This agreement shall operate until there is written agreement that a new performance pay plan and job evaluation plan supercedes the existing performance pay plan and job evaluation plan.

Jim Blair

Gary Knowles

Brian Story

April 6, 2000

On behalf of the Society

On behalf of the Society

On behalf of OPGI Date

Tuesday, 18 May, 1999

**LETTER OF UNDERSTANDING**

**#81 Re: Renewal Negotiations**

A number of major corporate developments affecting OPGI, including those relating to "decontrol", New Horizons and Ontario Power Technologies, have led OPGI and The Society to enter into Collective Agreement renewal negotiations at this time.

Accordingly, two-party negotiations will commence immediately and continue into May and June 2000. In the event that a two-party agreement is not reached in this timeframe, July 7 and 8, 2000 have been scheduled as mediation-arbitration dates with Mediator George Adams. Mediator Adams will render a final and binding decision on all outstanding items.

Any agreements reached during renewal negotiations will be subject to ratification by the parties' respective principals.

Brian Story  
For: Ontario Power Generation Inc.

Gary Knowles  
For: The Society of Energy Professionals

Andrew Müller for Jim Blair  
For: The Society of Energy Professionals

May 25, 2000  
Date

## 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 Hydro Pension Plan and the Ontario Hydro Group Life Insurance Plan;
  - (b) Receive the greater of; the appropriate salary level for hours worked; or LTD benefit entitlement; and,
  - (c) Be eligible for performance pay increases and the performance appraisal process, where medical restrictions do not preclude its application, shall take into account medical restrictions with respect to establishing goals and measuring achievements. For clarity, article 43.4.1 of the collective agreement continues to apply to employees covered by this consent award.
4. This Letter of Understanding satisfies the commitment of the parties as set out in the "Joint Society-Hydro Report to Mediator-Arbitrator Justice Adams on 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

## LETTER OF UNDERSTANDING

### #93      **Re: Voluntary Separation Ontario Power Generation Inc. (Non-Nuclear)**

The following process will be used for the implementation of Article 102.5 (i).

1. OPGI will offer a Voluntary Separation package to all employees in an affected work group.
2. At the time of the offer, employees who are eligible for an undiscounted pension will be provided with a detailed pension calculation (including commuted value). At the time of the offer, all other employees will receive an estimated pension and commuted value calculation.
3. An employee may direct all or a portion of their payment into an RRSP, up to the amount permitted by law. The employee shall provide OPGI with the appropriate form directing the payment into their RRSP.
4. An employee may elect to take a lump sum payment or it may be divided into two (2) equal installments; the first on the date of termination and the second on or about January 15th of the following year.
5. An employee who takes the Voluntary Separation package is entitled to :
  - i. Coverage under OPGI's Health and Dental Plan for a period of nine (9) months from the date of termination of employment or until the commencement of alternative employment whichever occurs first;
  - ii. Reimbursement for tuition fees and other associated expenses up to a maximum of \$5,000.00 upon production of receipts from an approved educational program within twelve (12) months of his/her termination;
  - iii. Outplacement services; OPGI will determine the level of service and the service provider.
6. The date of termination and receipt of the separation payments may, by exception, be delayed by OPGI for up to 6 months from the date of offer acceptance by OPGI under paragraph 6. Delays beyond 6 months would require agreement of the Society and employee. Employees in rotations in another organizational unit with duration greater than 6 months may be required to complete their rotation prior to termination.
7. Employees will be allowed to delay their termination date for a period not to exceed five (5) months in order to achieve one of the following pension milestones:
  - i. Twenty five years of service
  - ii. Rule of 82
  - iii. Age of 65

Employees who avail themselves of this option will have their payment reduced by the amount of time elapsed between the date of acceptance of the request to terminate and their actual termination date.

8. Separation monies will be calculated as per the date of termination.
9. This agreement expires on July 1, 2001. It may be extended by mutual agreement.

**Ontario Power Generation Inc.**      **The Society**  
 (signed by T. English, and L. Totton for the Society - November 22, 2000)

**LETTER OF UNDERSTANDING****#96 Re: Change of Employer - "Selection" Provisions**

As a result of Tripartite New Horizon discussions the parties have agreed that for New Horizon only, and in order to appropriately deal with a unique situation in New Horizon, the selection provisions of Article 102 (Society) and Article 17 (Society), will be modified. These provisions are being modified in order to allow the vacancies which will become part of the stay-behind organization to remain in OPG, to be populated with staff whose positions are designated to transfer to New Horizon.

The parties agree to amend the collective agreement as follows:

Amend Article 102.4 (ii) as follows:

(ii) 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. The exception to this, will be with respect to the New Horizon transaction, in this case selections within ISG will be permitted until January 31, 2001. For greater clarity, this will allow ISG employees who would otherwise have transferred to New Horizon, to be selected for vacancies in the part of ISG, which will remain in OPG. Similarly, it will allow employees in ISG who would otherwise have remained in ISG at OPG, to apply for vacancies which will transfer to New Horizon.

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**Ontario Power Generation Inc.**

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**The Society**

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Date

(signed by T. English, H5 F5 and L. Totton for the Society - December 4, 2000)



**LETTER OF UNDERSTANDING**

**#100 Re: New Horizons/OPG IT Organization - "Selection" Provisions**

This LOU is entered into in order to address a unique situation with respect to New Horizons. There are vacancies in both the New Horizons organization, and the OPG Information Technology "stay behind" organization which ideally management would have been able to post prior to the transaction closing date for New Horizons. The parties agree that such vacancies can be filled best by allowing employees from within the two organizations to apply between organizations on equal footing with each other.

The parties agree to enhance the provisions of the collective agreement as follows:

Employees of New Horizons will be entitled to apply for positions/rotations within OPG Information Technology. For clarity, this includes all vacancies within the organization that reports to the CIO of OPG. In applying for such positions, New Horizon employees will be entitled to consideration as if they were regular employees of OPG.

This letter of understanding shall be in effect commencing February 1, 2001 until June 1, 2001, on the condition that a similar LOU is in effect in New Horizons providing consideration for OPG IT employees to be considered as regulars for New Horizon vacancies.

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**Ontario Power Generation Inc.**

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**The Society**

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Date

(signed by J. Mitchell, H19 D16 and L. Totton for the Society - 2001/02/12)

**LETTER OF UNDERSTANDING****#109 Re: Pension Administration**

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

John Wilson  
For the Society

Ivars Starasts for Brian Story  
For OPGI

**LETTER OF UNDERSTANDING**

**#112 Re: New Process for Employee Initiated Job Reviews**

The Parties agree as follows:

1. Letters of Understanding #3 (Re: Expedited Job Review Process), #11 (Re: Expedited Job Challenge/Review Grievance Process) and #12 (Re: Terms of Reference for Job Challenge Grievance Fact-Finding Teams) are replaced with the following procedure.
2. 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.
3. 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.
4. If management decides not to perform the job review, or the job review results in a classification unsatisfactory to the employees involved, the Society may file a grievance within 10 working days of the communication of the decision. All such grievances will be filed at Step 2 of the Society/OPGI grievance procedure contained in Article 16 of the Collective Agreement.
5. In the case where a grievance is filed, the parties commit to have a fact-finding pre-meeting to share information and discuss possible resolutions. A standing Pre-Step 2 meeting will be scheduled on a bi-monthly basis to meet one month before the regularly scheduled Step 2 meetings (as specified in Article 16 of the Collective Agreement). The parties, with the aid of job evaluation experts, will exchange information on outstanding job challenges.
6. If there is no resolution of the grievance, a Step 2 meeting will be held on the next regularly scheduled standing Step 2 meeting (as specified in the new Article 16 of the Collective Agreement.)
7. Any unresolved issues will proceed through the grievance/arbitration process in Article 16 of the Collective Agreement at Step 2.

Julie Mitchell

\_\_\_\_\_  
For OPG

Jim Blair

\_\_\_\_\_  
For the Society

Lanny Totton

\_\_\_\_\_  
For the Society

5 June 2001

\_\_\_\_\_  
Date

**LETTER OF UNDERSTANDING**

**#115    Related Employer**

**Letter of Understanding**

**Between**

**New Horizon System Solutions**

**And**

**The Society of Energy Professionals**

The parties enter into this Letter of Understanding in order to resolve mutual concerns in an atmosphere of trust and respect.

Notwithstanding anything in the Collective Agreement between New Horizon System Solutions (“NHSS”) and the Society of Energy Professionals (“the Society”), this letter of Understanding shall form part of the Collective Agreement between the Society and NHSS and shall only be enforceable as specified herein.

This Letter of Understanding is subject to the same renewal and expiration provisions as the Collective Agreement of which it is a part.

**Definitions for purposes of this Letter of Understanding**

“Cap Gemini Ernst & Young (CGEY)” shall include its parents, its direct and indirect subsidiaries, affiliates, joint ventures, partnerships, related companies, successors and assigns.

“Related Work Opportunities” shall mean CGEY work that is related or similar to work that is being done or has been by the Society bargaining unit at NHSS>

**Intent**

- (a) It is in the parties’ mutual interest that CGEY grow its business and that Society-represented employees of NHSS share in such growth where practicable.
- (b) Where the work being undertaken is work that can be reasonably defined as falling under the jurisdiction of the Society (i.e., is related or similar to work done by Society-represented employees), Society represented employees, non-represented employees, non-represented CGEY employees and CGEY clients will have the ability to work together on tea
- (c) Where Society-represented employees work on teams with non-represented CGEY employees, they shall have access to any skill/career development opportunities that are related to the performance of the work in question and to grow the careers.

The parties agree to give full application to the above intent statements in determining whether Related Work Opportunities will be subcontracted or otherwise assigned to NHSS>

**Related Work Opportunities & Assignment of Work**

CGEY and the Society will meet quarterly to discuss related work opportunities. Such discussions shall involve a full and frank discussion (subject to reasonable confidentiality requirements) of ongoing or upcoming related work opportunities, the nature of the related work opportunities, the viability of such work being done by the Society bargaining unit, and related topics.

The discussion process will not prevent CGEY from completing proposals, closing deals, or performing work with respect to related work opportunities.

In respect to related work opportunities that are not sub-contracted or otherwise assigned to NHSS, the Society shall not bring a related employer application under section 1(4) of the Labour Relations Act or its equivalent.

In the event Related Work Opportunities are contracted or otherwise assigned to NHSS by CGEY, the following conditions shall apply :

- (a) The Society shall not utilize these Related Work Opportunities in any way to organize unorganized employees who are employed by CGEY or by clients of CGEY.
- (b) The Society Collective Agreement shall apply to the work unless the parties have mutually agreed to modify the application of the Agreement to facilitate the contracting or assigning of work to NHSS
- (c) The Society shall not bring a related employer application under Section 1(4) of the Labour Relations Act or its equivalent in respect of Related Work Opportunities that have been contracted or otherwise assigned to NHSS.

**Dispute Resolution Process**

- (1) Either party may, as necessary, require discussions to be held between the CGEY President and the Society President, or their empowered designates, to address issues of concern respecting related work opportunities and the discussion process. If the Presidents (or their designates) are unable to reach agreement, then a mutually agreed upon mediator shall attempt to mediate a resolution for the dispute between the parties.
- (2) The dispute resolution process shall not prevent CGEY from completing proposals, closing deals or performing work with respect to related work opportunities.

For NHSS

For the Society

Date

**LETTER OF UNDERSTANDING**

**#116 Employee Training and Development**

Letter of Understanding

Between

New Horizon System Services, LLP

And

The Society of Energy Professionals

Re: Employee Training and Development

In accordance with Arbitrator Michel G. Picher's award of December 18, 2003 regarding the renewal of the collective agreement expiring on Dec 31, 2003: the following will come into effect as of January 1, 2004:

. We agree with the Society that both management and Society officers need to understand the skills and career development of Society represented employees.

. We also share the objective of developing, and maintaining, an inventory of skills which are relevant to our business.

. Business planning should incorporate a forecast of required skills which could play an important part in to succession planning

. The objective of the training and development program should be to deliver purposeful training and as such establish that on average one week of training per Society member per year be delivered

For the Company

For the Union

Date:

## LETTER OF UNDERSTANDING

#118 Annual Eye Examination

## New Horizon System Solutions

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October 18, 2004

New Horizon System Solutions  
700 University Avenue – 2<sup>nd</sup> floor  
Toronto, ON  
M5G 1X6

The Society of Energy Professionals  
425 Bloor St E, Suite 300  
Toronto, Ontario  
M4W, 3R4  
Attention: Joe Sarick

Re: Annual Eye Examination

Joe,

The following is clarification with respect to coverage regarding Annual Eye Examinations under the Society Collective Agreement with NHSS.

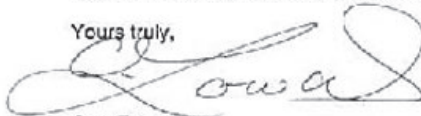
The current wording of the NHSS Society benefits brochure regarding this item is as follows:

"Annual eye examinations are covered in the year in which the Ontario Health Insurance Plan (OHIP) does not cover the eye examination, effective January 1, 1999".

Should OHIP no longer provide payment for this service, then the current NHSS Plan would provide the necessary coverage for such an examination each year.

I trust that the above clarification is sufficient for these purposes. Further, it is understood that the Society will rely on this document only in connection with the interpretation of the above quoted provision of the benefits brochure and for no other purpose. If you require anything further, please let me know.

Yours truly,



Otto F. Lowas  
Director, Labour Relations  
Toronto Service Delivery Centre

Cc: Lorraine Tail  
Barb Keenan

**LETTER OF UNDERSTANDING**

#119 Solvency Valuation

**Letter of Understanding  
Between  
New Horizon System Solutions  
And  
The Society of Energy Professionals**

With respect to providing additional pension security during the term of this Collective Agreement and in the event the Pension Plan is in a solvency deficit position (including indexation), NHSS will fund Company current service costs up to a maximum tax deductible contribution based on a solvency valuation that includes indexation.



**LETTER OF UNDERSTANDING****#120 Offer of Voluntary Separation Program****Letter of Understanding  
Between  
New Horizon System Solutions  
And  
The Society of Energy Professionals**

The parties have entered into this Letter of Understanding (LOU) on a strictly without precedent or prejudice basis in order to alleviate adverse impact on employees and disruption to the business resulting from restructuring that may be implemented by the Company during the term of the Collective Agreement.

**Voluntary Separation Program**

In the event of a workforce restructuring during the term of the Collective Agreement, the Company in its discretion may offer a Voluntary Separation Program (“VSP”) to employees in affected positions in accordance with Article 102.4.4. For clarity, it is recognized that nothing in this LOU obligates the Company to offer, nor entitles the employee to, voluntary severance packages set out herein in any circumstance contemplated by Article 102. However, where a voluntary severance package is offered by the Company it shall be in accordance with the terms of this LOU. In such circumstances, the parties agree that the VSP will be in accordance with the following:

- 1) The Company may offer voluntary separation/early retirement packages (VSP) until the threshold of 290 regular full-time Society Bargaining Unit employees, as defined below, has been reached.
- 2) Employees in the bargaining unit will be required to apply in writing to the Company (“Eligible Employees”) indicating their desire to separate or retire (the “VSP Application”). The Society will receive a list of applicants and names and seniority dates of all employees in the affected work group.
- 3) The attached Appendix A reflects enhanced terms and conditions in respect of VSP, as agreed to by the parties during the 2010 Collective Bargaining round.
- 4) The Company’s acceptance of VSP Applications from Eligible Employees within the affected positions in the affected work groups shall be based on seniority.
- 5) The VSP offers shall not, at any time during the 2011 to 2013 Collective Agreement, reduce the complement of Society bargaining unit employees below 290 regular full-time employees.
- 6) The Company has the sole discretion of determining actual exit dates of Eligible Employees accepted and approved for VSP. The employer will act reasonably in

considering employee requests to move their exit date to an earlier date to commence alternate work.

- 7) In the event that the Company, at its sole discretion, deems it necessary to backfill any position(s) then the provisions of Article 102 shall apply on an expedited basis, e.g. one week postings.
- 8) The Company may decide to backfill the position vacated by the VSP acceptance. If the Company decides to backfill the position created by an Eligible Employee for the VSP, the Company may fill or restructure the vacant position in accordance with the Collective Agreement.
- 9) If the backfill activities referred to in item 8 above are unsuccessful for any reason, the Company may place a temporary Society represented employee in the vacant position on an interim basis to aid in the transition, as may be required. It is agreed that in such circumstances, the temporary employee shall not occupy the vacant position for a period of more than six (6) months.
- 10) It is agreed that contractors shall not be used to fill a vacancy created by an Eligible Employee being accepted for the VSP.
- 11) In the event that the Company wins additional/incremental work that requires an increase in the number of Society regular bargaining unit positions, the Joint Working Team (JWT) shall meet quarterly to discuss whether and/or how the creation of these positions in the preceding quarter may impact the threshold of 290 set out in item 5 above, and the timing of any adjustment to that number, or the timing of any future offering of VSP.
- 12) The parties shall create a JWT co-chaired by the Local Vice-President of the Society and the Director of Human Resources, along with no more than two (2) other representatives for each of the parties. The JWT shall meet quarterly to oversee compliance with and implementation of the terms and conditions, and reach agreements as explicitly set out above in this LOU. Any disputes that may arise shall be subject to the expedited arbitration process and Standing Arbitrator(s) as outlined in Article 102.6.5.
- 13) The parties agree that any employee who accepts and is granted the VSP shall not be rehired into any position in NHSS, Inergi or Capgemini as a contract or temporary employee.
- 14) Nothing in this LOU abrogates the right of an employee who does not receive a VSP to receive the package outlined in Article 102.6.5, step 8, if the employee is declared surplus under the operation of Article 102.6.5.
- 15) The Company will not reorganize work groups in advance of offering a package to unfairly determine which particular individuals will be eligible for a VSP.
- 16) The Company will not offer more than one package in the same calendar year.

## APPENDIX A

New Horizon System Solutions (NHSS)  
 And  
 The Society of Energy Professionals (Society)

Voluntary Termination of Employment Program (VTEP)

And

Voluntary Employee Retirement Program (VERP)

In this agreement:

“exit date” means the date specified in the VTEP or VERP offers as the employee’s last day of work (or as determined by the Company);

“pension milestone” means the date the employee is able to retire with either a discounted or undiscounted pension in accordance with the applicable provisions of the NHSS Society pension plan.

“retirement date” means the date that the employee reaches a pension milestone

**A. Voluntary Termination of Employment Program (VTEP) for Eligible Employees in Affected Positions.**

The VTEP is comprised of the following elements and is applicable to regular Society employees in affected positions who elect to separate and sever their relationship with the Company effective on their exit date:

Twenty-six (26) weeks pay at current base wage with the following exception: 13 weeks for employees hired within 30 months of their exit date, plus;

Five (5) weeks pay at current base wage for each year of service or part thereof for employees with 5 years of service or less as of the exit date, or;

Six (6) weeks pay at current base wage for each year of service or part thereof for employees with more than 5 years of service as of the exit date up to a maximum of 104 weeks pay, plus;

Employees who reach the 104 week pay maximum shall be eligible to receive 50% payout of Sick Days at the 100% level, if any, they may be entitled to receive in accordance with this article as of their exit date, plus;

Continuation of benefits for a period of 6 months in accordance with Article 102.6.5 step 8(i) of the Collective Agreement (excluding sick leave, long term disability and vacation pay accrual), plus;

Earned vacation and floater days to be paid out on a prorated basis as of the exit date, plus;

Employees shall be eligible for outplacement and retraining assistance in accordance with Article 102.6.5 step 8(ii) and (iii) of the Collective Agreement.

An employee receiving a lump sum payment may direct all or a portion of their payment into a RRSP, up to the amount permitted by law. The employee shall provide NHSS with the necessary forms directing payment to their RRSP. The employee may carry over up to 50% of the lump sum payment to January 15th of the year following the exit date.

Employees who accept the VTEP offer shall not be entitled to participate in any future implementation of Article 102 or other similar program under the Collective Agreement, or to any entitlements under the Ontario Employment Standards Act.

**B. Voluntary Employee Retirement Program (VERP) for Eligible Employees in Affected Positions Who Reach a Pension Milestone Within Four (4) Years of Their Exit Date**

The VERP is applicable to regular NHSS Society employees in affected positions who reach a pension milestone within a maximum of four (4) years of their exit date.

1. As in the VTEP section above, only employees who reach the 104 week severance pay maximum shall be eligible to receive a 50% payout of Sick Days at the 100% level, if any, they may be entitled to receive in accordance with this article as of their exit date.
2. Employees in this category may elect to take their total severance entitlement (and the 50% payout of any Sick Days at the 100% level they may be entitled to receive in accordance with this article) as a non-working retirement bridge in the form of salary continuation (whether reduced or unreduced) until their retirement date up to a maximum of 4 years from their exit date. Employees who will qualify for both a discounted and an undiscounted pension during this four (4) year period may elect to wait for the undiscounted pension.
3. Employees who are 4 years or less away from their retirement date as of their exit date may elect to receive their severance and any sick day pay they may be entitled to receive in accordance with this article as salary continuation at not less than 50% of their regular base salary for the period, not to exceed four (4) years, to their retirement date.
4. Subject to and conditional upon the regulator's approval of any and all amendments required to implement this paragraph, the following is agreed. Employees referenced in Paragraph 3 above will also be permitted to contribute to the NHSS pension plan for the salary continuation period in accordance with the formula set out below. For employees who elect to continue to make such pension contributions, the employer will make the applicable employer contributions. Provided the pension plan is amended to permit pension contributions in respect of such "earnings" during the retirement bridge, the formulae below shall be used to determine the employee pension contributions during the retirement bridge period:

a = weeks of severance pay

b = weeks to retirement date

"bridge factor" = a/b

P = normal weekly base pay on exit date

Weekly pay during retirement bridge (W)  
= bridge factor x P

Additional employee pension contributions will be made at XX.X% (TBD) on the difference between the employee's normal weekly base pay on exit date (P) and the employee's weekly pay during retirement bridge (W). Both of these amounts (P and W) will be adjusted annually in accordance with the negotiated annual increase to the salary schedule in the Collective Agreement (but which, for clarity, does not include any step or other progression within such salary schedules).

Total pensionable earnings during the retirement bridge period will be equal to P, adjusted to reflect annual increases.

1. An employee who is less than 104 weeks away from their retirement date may elect to take their severance and any Sick Day pay they may be entitled to receive in accordance with the VERP as a combination of a lump sum payment and salary continuation for the entire time period between the exit date and their retirement date provided that the amount paid as salary continuation does not exceed that employee's regular base salary in a pay period. Employees who elect to receive part of their severance as a lump sum will only be permitted to make pension contributions in accordance with Paragraph 3 above on that portion of their severance pay which they receive as salary continuance prior to their retirement date.
2. Benefits, other than sick leave, long term disability and vacation accrual, shall continue throughout the period of the salary continuation.
3. Employees receiving salary continuation as part of the non-working retirement bridge shall be eligible for the negotiated annual increase that may occur prior to their retirement date (but which, for clarity, does not include any step or other progression within such salary schedules).
4. Employees who accept the VERP offer shall not be entitled to participate in any future implementation of Article 102 or other similar program under the Collective Agreement, or to any entitlements under the Ontario Employment Standards Act.
5. Eligible employees shall be provided with a detailed pension calculation. The VERP offer shall specify a date for acceptance of the offer, which shall be at least four weeks after the date that employee receives their pension calculation. Eligible employees must make an irrevocable election to accept or reject the VERP offer by the acceptance date.
6. An employee receiving a lump sum payment may direct all or a portion of their payment into a RRSP, up to the amount permitted by law. The employee shall provide NHSS with the necessary forms directing payment to their RRSP. The employee may carry over up to 50% of the lump sum payment to January 15th of the year following the exit date.
7. During the non-working bridge employees shall be eligible for health and dental benefits and group life insurance. For clarity, these benefits shall be maintained only until the employee's retirement date. An employee on the non-working bridge benefit shall not be eligible for sick leave or LTD benefits, vacation accruals, or any other leaves of absence or benefits not expressly described above. Upon retirement, the employee shall be eligible for the standard retiree's benefit package in accordance with the Collective Agreement.

8. Employees in receipt of bridge benefits shall be obligated to sign and abide by a non-competition / non-solicitation agreement for the period in which they are in receipt of the bridge benefits (see Appendix A-1).
9. Employees who elect this option must retire on the first day of the month immediately following their attainment of their retirement date.

In order to be eligible for either VTEP or VERP employees must be on the Company's roll on the exit date. This includes employees on LTD, legislative leave or other leaves approved by the Company. The VTEP or VERP programs are mutually exclusive and an employee shall only participate in one of these programs. The Joint Working Team (JWT), as referenced in the LOU shall oversee any issues or disputes arising from the application of this agreement.

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The Society of Energy Professionals

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NHSS

Date \_\_\_\_\_

## Appendix A-1 NON-SOLICIT

During any non-working bridge period under the Agreement between NHSS and The Society of Energy Professionals (Society), I will not directly or indirectly, on behalf of myself or any other person or entity:

- i) solicit any client or potential client of NHSS, Inergi LP, or Capgemini which was served or solicited by me on behalf of NHSS;
- ii) accept business from any client or any entity likely to become a client of Inergi LP, NHSS, or Capgemini.

## NON-COMPETE

During my non-working bridge period under the Agreement between NHSS and The Society, I will not, directly or indirectly:

- i) provide any services to, or be employed by, any existing client of NHSS, Inergi LP, or Capgemini or any person or entity which is engaged in a business which is in competition with NHSS, Inergi LP, or Capgemini anywhere within the Province of Ontario;
- ii) have an interest in any entity, including a sole proprietorship, company, partnership or association which provides a service similar to those provided by NHSS, Inergi LP, or Capgemini provided that nothing in the foregoing prevents me from holding less than a 10% interest in a publicly-traded company.

## CONFIRMATION

I acknowledge that all restrictions in this section are reasonable and valid and that I,

- a) have had sufficient time to review this agreement thoroughly and have had the opportunity to discuss it with my union representative;
- b) understand this agreement.

## SEVERABILITY

If any provision of this agreement should be found to be void or unenforceable in whole or in part, it will not affect or impair the validity of any other provision of this agreement, and each provision of this agreement, or part thereof, constitutes a separate and distinct covenant separable from each and every other provision.

**LETTER OF UNDERSTANDING**

# 121

**PENSION PLAN**

**Letter of Understanding  
Between  
New Horizon System Solutions  
And  
The Society of Energy Professionals**

**The parties agree to establish a joint team to discuss the sustainability of the Pension Plan. The joint team will discuss methods of addressing this issue including the following:**

- **The viability of different pension models, including joint Sponsored plans and multi-employer plans**
- **The development of a strategy to deal with significant funding requirements in the NHSS Pension Plan**
- **Payment options related to employees leaving NHSS who are retirement eligible.**

**The initial meeting between the parties including the Society Executive and Staff Officer and NHSS management will occur not later than March 1, 2015.**



<b>PART XVII - BUSINESS UNIT MID-TERM AGREEMENTS</b>
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**BUSINESS UNIT MID-TERM AGREEMENT****#12 Re: Compensation & Working Conditions - 12-Hour Shift Schedule**

1. The following Mid-Term Agreement will be applicable to Hydroelectric employees in the Commercial Resource Management Centre when working a 12-hour schedule.
2. General Provisions
  - 2.1. 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 Mid-Term and as outlined in Article 59 of the Collective Agreement (“Shift Work (M&P, TMS/TS, OSS, SCO)”).
  - 2.2. 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 Hydroelectric.
  - 2.3. Hydroelectric or The Society Board of Directors shall have the right to terminate 12-hour shift work. Written notice must be provided by the Department Manager to The Society President or vice versa.
    - a) If the notice is two months prior to the end of the current schedule, 2-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 canceled immediately by Hydroelectric should any of the following be adversely affected: safe operation of plant; health of shift workers; public safety.
    - 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.
  - 2.4. All policies and Agreements which normally apply to employees will continue to apply unless specifically stated otherwise in this Mid-Term.
3. Shift Differential
 

A shift differential of \$1.10 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, OSS, SCO Staff)").

#### 4. Shift Premium

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

Shift Work on Saturdays and Sundays	50% of 95% of the MP4 reference point rate per hour worked
Shift Work on Statutory Holidays	95% of the MP4 reference point per hour worked.

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

#### 5. Overtime

5.1. 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.

5.2. 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 the Collective Agreement.

#### 6. On-Call

6.1. On-call service payments will not be applied to those employees on the Minimum Availability Requirement (MAR) list (see Section 9).

#### 7. Special Conditions

7.1. 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.

7.2. In the application of the above-noted items (a), (b) and (c), a reference under the current provisions of this Mid-Term to a "day's" entitlement

will mean eight hours. Therefore a 12-hour shift will constitute one and one-half days deducted from credits.

- 7.3. 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.
- 7.4. Jury duty and attendance at court.
- 7.5. Funerals.
- 7.6. Moving Day.
- 7.7. Time Charges for Attendance at Delegates' Council and meetings of The Society's Board of Directors.
8. 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.
9. Minimum Availability Requirement (MAR) List
  - 9.1. 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.
  - 9.2. A sufficient number of employees, by job classification and qualifications, will be determined by Hydroelectric. 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, Hydroelectric 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.
  - 9.3. 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.
  - 9.4. 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 Hydroelectric, whose name then would be added to the MAR List.
  - 9.5. 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.
  - 9.6. 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.
10. Time-balanced 12-hour shift work will be introduced in the CRMC Department

when the following conditions are met:

- 10.1. More than fifty percent (50%) of employees who vote in that Department must vote in favour of 12-hour shift work.
- 10.2. 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.
- 10.3. The process for taking the Vote and counting it will be agreed upon by The Society Unit Director and the Department Managers.
- 10.4. Employees eligible to vote are those employees in the CRMC normally assigned to shift.
- 10.5. Although the content, preparation, costing and administration of shift schedules is the sole responsibility of Hydroelectric, the preference of the majority of shift workers in a, department for a particular basic type of schedule will be considered. Such preferences must be made known to Hydroelectric 4 months in advance of the starting date of the new schedule.
- 10.6. Supernumerary Shifts while working on the 12-hour shift schedule, will be 08:00 – 16:00.
- 10.7. Three supernumeraries can be exchanged for working two 12-hour regular days off.
- 10.8. 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.
- 10.9. Exception: The statutory holiday shift premium shall be paid on an actual hourly-as-worked basis.
- 10.10. 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.
- 10.11. 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.
- 10.12. A minimum of 48 hours off per pay period except for MAR list needs.
11. An excessive number of 12-hour shifts cannot be worked in sequence. Three would be the maximum for nights and four would be the maximum for days.

(signed by M.K. Robinson on April 25, 1996 for Ontario Hydro, and G. Murphy on May 2, 1996 for The Society)

**BUSINESS UNIT MID-TERM AGREEMENT****#13 Re: Society Represented Employees in NTS - Periodic Assignment to Shift Work (Final)**

This Agreement, pursuant to Article 72 of the CA, establishes conditions if Society represented staff in Nuclear Technology Services Division of Ontario Hydro Nuclear, are assigned to work shift or provide 24 hour coverage.

## 1. Principle:

Society Represented staff (staff) in NTS may be assigned to shift work or 24 hour continuous coverage work schedules from time-to-time as required. Management will endeavour to equitably distribute assignments taking into consideration business and employee needs.

## 2. Assignment:

Society represented staff, who are assigned to shift work, may be assigned for up to six (6) months in total per year per employee provided that no single period of shift work exceeds three (3) consecutive months. Society represented staff assigned to perform SLAR work may be placed on shift for up to eight (8) months in the year.

When assigned to shift, articles 59, 60, 61, 62 and 70 of the Collective Agreement do not apply except 59.3, 60.3, 60.4, 60.7, 61.3, 61.6 (reference 1995-96 Agreement or subsequent applicable revisions).

## 3. Fiscal Year:

For purposes of this Agreement, a “year” will be a year commencing April 1. The defined fiscal year will not be changed in future periods.

## 4. Shift/Work Schedule Design:

The design of the shiftwork schedule(i.e., length and pattern):

- a) may result in scheduled work for an employee on average exceeding normal base hours.
- b) will not result in an employee being scheduled to work less than 35 hours on average over pay periods, inclusive of any normal scheduled work on days.
- c) will be the same shift length and pattern as the associated PWU crews on shift or 24 hour coverage work schedule when:
  - i) The PWU Crew is from NTS;
  - ii) Society Staff must work alongside the PWU Crew to provide supervision or direct support to the work being conducted by the PWU Crew;

unless otherwise agreed.

## 5. Notice:

A minimum seven (7) days notice will be provided when an employee's shift schedule is changed or when putting an employee on shift with the following exceptions:

- a) Three (3) days notice if a forced unit outage occurs.  
The applicability of the three (3) day notice period is dependent upon a shift change notice being issued to the affected employees within 48 hours of the occurrence of the forced unit outage.
- b) In cases of illness, four (4) days notice will be given.

Failure to provide the above notice will require payment at the appropriate overtime rates for work performed outside of normal hours during the notice period.

## 6. Overtime:

Work performed outside of scheduled hours is overtime and will be compensated at the appropriate overtime rates.

## 7. Compensation while on shift:

7.1 During each pay period in which scheduled shift hours are worked;

- a) All scheduled hours worked, either OR days or on shift, will be credited to the time bank at straight time.
- b) The employee will be paid their base pay, and the equivalent number of base hours at straight time will be deducted from the time bank.
- c) The employee will be paid the premium and differential portion for scheduled hours worked on weekends, and night shifts during each pay period.

7.2 At the end of the fiscal year, the remaining cumulative hours in the time bank will be paid out, or, time may be taken off at times throughout the fiscal year which are mutually agreeable to management and the employee, as follows:

- a) The cumulative total will be divided into groups of 7 hours (or fraction if there is a residual amount).
- b) For each group, the first four hours will be at time-and-one-half and the second three hours will be paid at double-time.
- c) Negative time balances existing at the fiscal year end will be written off.
- d) For purposes of calculating time bank compensation provisions under this Agreement, the number of base work hours in a pay period will be equivalent to the number of current standard hours.

- 7.3 Periods of time required at the start and end of a shift, to effectively carry out any turnover to the incoming or outgoing crew will not be compensated, if the total time required is less than 30 minutes. Turnovers requiring more time, if authorized by the Superintendent or that person designated by the Superintendent, will be compensated according to the overtime provisions of the Agreement
- 8.0 Relativity-
- 8.1 In the event that Society staff are required to work alongside an associated PWU crew as determined under 4(c)(i) and 4(c)(ii) above, who are on a work schedule that provides 24 hour coverage but are not on an assigned shift schedule under a PWU Agreement, equivalent premiums will be paid in lieu of any premium (weekends, shift differentials, time bank) payments as determined under this Agreement.
- 8.2 When working alongside an associated PWU crew, as described in 8.1, and a minimum payment is provided to the PWU crew for the purposes of maintaining normal base hours, the equivalent treatment will be afforded to The Society staff.
- 9.0 The implementation plan requirement of Letter of Understanding Re. Peak Work Hours Arrangements (LOU-6), is as follows:
- a) This mid-term may be jointly re-negotiated in April of 1998 if requested by either party in advance, and during the month of April of each second year subsequently. Unresolved disputes during this re-negotiation may be referred to the dispute resolution process as defined in Article 72 of the 1995/96 Collective Agreement.
  - b) The effective start date will be April 1, 1997, which will be declared the start of the fiscal year for purposes of this Agreement.

(signed by B.J. Murdoch on behalf of NTSD and J. Gierlach on behalf of The Society)

**BUSINESS UNIT MID-TERM AGREEMENT****MEMORANDUM OF UNDERSTANDING**

The Authorized Nuclear Operator Career Path Team produced an Ontario Hydro Nuclear (OHN) Procedure titled, "Authorized Nuclear Operator Staffing of Days Based Rotational Positions within OHN Divisions". Contained in this procedure was a process for determining applicants to be selected for a rotational assignment to a position within The Society's jurisdiction. This Memorandum will address the matters of union representation and compensation to the unions.

**1.0 CONDITIONS OF THE AGREEMENT**

- a) Except as expressly modified in representation (Item 3), below, the Collective Agreement signed between Ontario Hydro and the Power Workers Union and Ontario Hydro and The Society apply.
- b) This Memorandum of Understanding is without prejudice to any Party's position in any other matter between the Parties and does not constitute a precedent.
- c) This Memorandum of Understanding is revocable upon one (1) year's written notice by any Party.

**2.0 GENERAL PRINCIPLES**

- a) Agreement must be reached with the responsible Society Unit Director to fill a position within the Jurisdiction of The Society on a rotational basis.
- b) Power Workers Union represents the individual Authorized Nuclear Operator as well as the position of Authorized Nuclear Operator.
- c) OHN regularly requires an Authorized Nuclear Operator on a rotational assignment within The Society's jurisdiction to perform Power Workers Union jurisdiction work.

**3.0 REPRESENTATION**

When an Authorized Nuclear Operator is selected to fill a rotational assignment within the jurisdiction of The Society the following will apply:

- a) The Society represents the position.
- b) The employee is represented by the Power Workers' Union except for representation with respect to established working conditions for the position as set out in LOU 27 ("Re: Article 5 'Established Working Conditions' for Employees Temporarily Included in The Society's Jurisdiction") of The Society Collective Agreement.

(signed by T. Pigeau for the Power Workers' Union, J. Wilson for The Society, and D. Ivany for Ontario Hydro, dated January 11, 1996.



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