

COLLECTIVE AGREEMENT

Between

AMEC NUCLEAR SAFETY SOLUTIONS LTD. (AMEC NSS)

and

POWER WORKERS' UNION

CANADIAN UNION OF PUBLIC EMPLOYEES – C.L.C.

LOCAL 1000

April 1, 2006 – March 31, 2010

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**COLLECTIVE AGREEMENT
BETWEEN
AMEC Nuclear Safety Solutions Inc. (AMEC NSS)
(Hereinafter referred to as "The Company")**

and

POWER WORKERS' UNION (PWU), CANADIAN UNION OF PUBLIC EMPLOYEES, Local 1000 - CLC, hereinafter referred to as the "Union" which executes this Agreement. **Peter Falconer and Quinton Jacobs.**

WHEREAS the Union has requested the Company to enter into a Collective Agreement and the Company has consented thereto:

NOW THIS AGREEMENT WITNESSETH

that there shall be four parts, namely, Part 'A' - General Items Part 'D' - Clerical/Technical, Part 'E' - Construction Field Forces, and Part 'G' – Nuclear Generating Stations. It is also witnessed that the Company and the Union agree each with the other as follows:

**ARTICLE 1
RECOGNITION
COLLECTIVE BARGAINING UNIT**

- 1.1** The Company recognizes the Union as the sole bargaining agent for all regular, part-time and temporary employees¹, including technicians of the construction field forces and security employees but excluding:
- (a)** Employees now represented by other bargaining agents.
 - (b)** Persons above the rank of working supervisor.
 - (c)** Persons who exercise managerial functions in accordance with the Ontario Labour Relations Act.
 - (d)** Persons employed in a confidential capacity in matters relating to labour relations in accordance with the Ontario Labour Relations Act.
- 1.2** The grievance/arbitration procedure may be used to challenge any unreasonable, arbitrary or bad faith action taken by the Company which results in the exclusion of any employee or position from the bargaining unit. The parties will attempt to resolve disputes expeditiously.
- 1.3** When an employee is removed from normal duties to act in a vacated position or relieve for an incumbent or perform a temporary assignment, the following shall apply:
- (a)** When the length of time involved is known to be three months or less, the employee will retain his/her present jurisdictional status.
 - (b)** When it is expected that the length of time will be longer than three months, the employee will be excluded or included at the commencement of his/her new responsibilities. However, in the event the period is actually less than three months:
 - (1)** in exclusion cases, the Union will be reimbursed the dues which would have been paid;
 - (2)** in inclusion cases, the Union will reimburse the employee the dues which have been paid.
 - (c)** When the length of time is unknown, the employee will retain his/her present jurisdictional status up to the three month period. If the period extends beyond three months, the employee will then be either included or excluded.

¹ "Employees" are employees pursuant to the *Labour Relations Act* for Ontario SO, 1995, c.1 *Schedule A*, as amended.

**ARTICLE 2
GRIEVANCE PROCEDURE**

2.1 Any allegation that an employee has been subjected to unfair treatment or any dispute arising out of the content of this Agreement shall be understood to be a fit matter for the following grievance procedure. All matters of grievance by any employee or group or class of employees for whom the Union is the bargaining agent and which the Union may desire to present shall be dealt with in accordance with the following procedure.

2.2 It is mutually agreed by the parties hereto that it is the spirit and intent of this Agreement to adjust grievances promptly. Therefore, any employee covered by this Agreement having a grievance may present such grievance to the representative of the Union appointed by the Union for that purpose. The Union representative may then proceed to have such grievance adjusted in accordance with the following steps established hereby for the purpose of adjusting grievances.

2.3 Grievances

Grievances are to be filed within thirty (30) days from the date that the grievor knew or should have known the facts giving rise to the grievance. The Company is to reply in writing within seven (7) days.

Steps in grievance process: Non-disciplinary matters:

Step 1 Within seven (7) days of reply or time limited for reply, **the employee and/or the Principal Steward shall take the matter up with the immediate Supervisor. The immediate supervisor shall reply within seven (7) working days, failing settlement at this stage the employee may immediately proceed to Step 2 within an additional an additional seven (7) working days.**

Step 2 **The Union, shall take the matter up with the General Manager, the General Manager shall respond within seven (7) working days, failing settlement at this stage, the matter may then be referred at any time within an additional ten (10) working days to mediation/arbitration as set out below.**

2.4 Disciplinary Matters

2.4.1 Prior to the imposition of any disciplinary penalty, the Company shall hold a Disciplinary Interview, which shall replace Step 1 of the grievance process.

2.4.2 The Company shall provide the Union and any employees who may be disciplined three (3) days' notice of the Interview.

2.4.3 The Interview shall take place between the Company, the Union and the accused individual

2.4.4 The Company shall set out its allegations and except where the allegations could constitute a criminal offence, the Union or the individual(s) shall set out their version of the events. Minutes, but not a transcript, of the Interview setting out the substance of the discussion shall be taken.

2.4.5 The minutes of the meeting shall be provided to the Union and the accused individual(s) within seven (7) days of the Interview.

2.4.6 The Union and the accused individual(s) shall forward a written reply to the minutes, if any, within seven (7) days of receipt of the minutes.

2.4.7 Should the Company choose to impose discipline, the Union has ten (10) days to file a grievance commencing at Step 2.

2.4.8 Nothing in the disciplinary interview process is intended to interfere with the Company's right to investigate matters.

2.5 Facilities and Costs

2.5.1 The Company shall provide the necessary facilities for all meetings in the grievance process.

2.5.2 Maintenance of normal earnings and payment of expenses shall be provided by the Company for all Union representatives on a grievance committee.

2.5.3 The fees of all arbitrators and costs associated with arbitration hearings shall be shared equally by the parties, subject to current practices.

ARTICLE 2A DISCIPLINE AND DISCHARGE

2A.1 Any allegation that an employee has been demoted, suspended, discharged or otherwise disciplined without just cause shall be a fit matter for the grievance and arbitration procedures as provided for in this Collective Agreement.

2A.2 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 they have short service. Therefore, the threshold for discipline and discharge may be less than that of a regular employee in similar circumstances.

2A.3 Disciplinary penalties resulting in a suspension without pay will not be imposed until a final decision, (agreement between Union and Management, or an arbitrator's judgment) has been reached.

2A.4 Unless otherwise agreed to, after a letter(s) of reprimand has been on an employee's file for a maximum of two years, and there have been no further occurrences, then the letter(s) of reprimand will be removed from all files.

2A.5 DISCIPLINARY PENALTIES

A copy of all letters of employee reprimand shall be sent to the **principal** steward, except in cases where in the Company's opinion the matter involved is of a confidential nature. In the latter instance, the letter will state that the Union has not received a copy of the letter.

This shall not prevent a supervisor from taking on-the-job disciplinary action including immediate suspension subject to later confirmation.

ARTICLE 3 MEDIATION/ARBITRATION

3.0 THE MEDIATION/ARBITRATION PROCESS

The **mediation**/arbitration process will continue on the basis of the practice currently adhered to by the parties, but any disputes relating to such practice or any requests for changes in the practice may be referred to the Chief Arbitrator for a ruling.

3.1 This procedure shall not apply to Union allegations of unfair treatment or Union concerns regarding the adequacy of job documents and/or **band placement** which shall be processed in accordance with the challenge procedures contained in **Article 8.4.5**.

3.2 Where a difference 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, either of the parties may, after exhausting any grievance procedure established by this Agreement, refer the grievance to **mediation/arbitration**. **If the grievance is not resolved at mediation the Mediator/Arbitrator shall hear and determine the difference or allegation and shall issue a decision and the decision shall be final and binding upon the parties and upon any employee affected by it.**

3.3 Principles of Expedited Arbitration

(a) The decisions are precedent setting and shall be accompanied by reasons on any non-factual issues.

(b) The parties may use the services of counsel.

3.3.1 Chief Arbitrator and Deputy Chief Arbitrator

The Chief Arbitrator will have exclusive, final and binding authority over all issues relating to the scheduling of cases, including decisions as to who hears which case and when it is heard and shall have the power to relieve against time limits, including those in the grievance process and the referral to arbitration in respect of all cases.

Powers of the Chief Arbitrator

(a) The Chief Arbitrator will have the power to:

- (i) appoint **mediators/arbitrators**;
- (ii) assign grievances for resolution;
- (iii) schedule hearing dates in consultation with the parties.
- (iv) determine the hours within which **mediators/arbitrations** are conducted.
- (v) assist in reducing the cost, and reducing the delay and increasing the efficiency of the regular **mediation/arbitration** process.

Any of the Chief Arbitrator's powers may be assumed by the Deputy Chief Arbitrator.

3.3.2 All Mediators/Arbitrators

All **mediators/arbitrators** are to determine their own procedure, may admit evidence that would not be admissible in court and may rely on such evidence to render a decision. All **mediators/arbitrators** will have the power and authority to determine the real issues in dispute between the parties in any particular case and to relieve against time limits in the grievance process. All **mediators/arbitrators'** decisions will be final and binding, except those decisions of expedited arbitrators other than the Chief Arbitrator, which will not take effect until approved by the Chief Arbitrator or the Deputy Chief Arbitrator. All **mediators/arbitrators** shall have the power to make interim relief orders.

**ARTICLE 4
WORKING CONDITIONS**

4.1 Working conditions during the term of this Agreement shall be as outlined in this Agreement and in Negotiated Policies and Practices and Mid-Term Agreement² except such Mid-Term Agreements as are agreed obsolete by the parties.

² A Mid-Term Agreement is a modification of the Collective Agreement executed by the parties on the prescribed form (a specimen of which is shown below) during the term of the Collective Agreement.

In addition, the general environmental privileges surrounding an employee shall also be considered as working conditions. These privileges would include such things as wash-up time, transportation facilities, safety appliances, general safety or health precautions.

- 4.2** Any modification within the confines of this Agreement shall be subject to agreement by the Company and the Union's executive. Changes to the undernoted subjects, however, can be made with the written agreement of the **Steward** with the exception as noted in 4.2 (e) and may be cancelled by either party upon the giving of 30 days' notice:
- (a) Changes in working hours between the hours of 7:00 am to 6:00 pm for an individual, work group or crew.
 - (b) The extension of acting positions beyond 90 days as outlined in Part 'D', Section 6.2 and Part G, Section 12.0.
 - (c) Modifications to hours of work (specific) at all locations for banked time arrangements.
 - (d) Local extensions to a maximum of three months beyond the normal 12 accumulated months (in which there have been no breaks in employment exceeding five months) on the use of temporary employees to meet short term staffing requirements without invoking regular-seasonal status.
 - (e) Arrangements allowing flexibility for employees assigned to temporary work headquarters subject to PWU Sector Vice-President or delegates approval.
- 4.3** Unless specifically referred to in a Mid-Term Agreement the pertinent provisions of the Collective Agreements shall apply.

**MID-TERM AGREEMENT
TITLE**

Number

Date

It is jointly agreed that the following Mid-Term Agreement shall form part of the Collective Agreement between the parties:

SAMPLE

THE COMPANY

UNION

**ARTICLE 5
UNION SECURITY**

- 5.1** All employees covered by this Agreement who are members of the Union on the date hereof shall, as a condition of employment, maintain such membership.
- 5.2** Employees who are not members on the date hereof but who become members of the Union subsequent to said date shall as a condition of employment, maintain their membership thereafter.
- 5.3** New employees shall, as a condition of employment, be or become members of the Union within 15 days of their engagement and shall, as a condition of employment, maintain their membership thereafter.
- 5.4** Membership as a condition of employment as specified in 5.1, 5.2 and 5.3 shall not apply while membership is withheld or suspended, or where a member is expelled by the Union.

- 5.5 In all cases for employees in the Collective Bargaining Unit as defined in Article 1, the Company shall be responsible for the signing of dues authorizations and shall deduct from the weekly wages of each employee, an amount equal to the weekly union dues in effect at the time and shall transmit the monies so deducted to the **Finance Officer** of the Union at the times designated by the Union.
- 5.6 A Union representative will be given an opportunity to conduct an orientation session for new probationary/regular employee(s) or temporary employees with greater than 6 months' service within regular working hours at a time and of a duration that is mutually agreeable between the Company and the Union. The purpose is to acquaint the new employee with the benefits and duties of union membership.
- 5.7 The Company will not oppose any action by the Union to discipline its members as identified in its constitution.

**ARTICLE 5A
SECURITY GUARDS - CONFLICT OF INTEREST
AND WITHDRAWAL OF SERVICES**

5A.1 Conflict of Interest

The Union 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 Union. The Union 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 guards will fulfill their duties irrespective of whether the other employees involved are or are not represented by PWU CUPE Local 1000. The Company agrees that all security staff represented by PWU CUPE Local 1000 will have normal access to Union representation.

The Union 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 Executive Committee of the Union clearly recognizes the unique position of security staff regarding their relationship with other PWU CUPE Local 1000 represented employees and will strive to ensure that any conflict of interest which may arise is handled sensitively and expeditiously.

5A.2 Withdrawal of Services

Recognizing the need to protect the Company assets, employees, the public and in order to meet regulatory requirements, the parties agree to the following:

- (a) The Union agrees to give the Company twenty-one (21) calendar days' formal notice in writing prior to any legal withdrawal of services by security staff;
- (b) The Union agrees that the Company may use replacement workers from any non-PWU source to perform security functions withdrawn as a result of a legal strike. Replacement workers will only perform security functions during the duration of the legal work stoppage;
- (c) PWU security staff will co-operate in the training of replacement workers and shall provide an orderly turnover to replacement workers before any withdrawal of services. Any training of replacement workers within twenty-one (21) calendar days prior to a legal work stoppage (i.e., during the notice period in (a) above) will not be subject to temporary instruction allowances provided for elsewhere in this agreement;

- (d) Upon request, the Company will provide the Union with information on the number of replacement workers performing security functions;
 - (e) This agreement exempts the parties from Subsections 73.2(4) to 73.2(11) of the Ontario Labour Relations Act R.S.O. 1990 and any amendments thereto of that statute.
- 5A.3** The Union agrees to communicate and educate its stewards and membership on the intent of this Article.

**ARTICLE 6
NO DISCRIMINATION**

- 6.1** The Company shall not discriminate against an employee because of membership or activity in the Union or the exercise of his/her lawful rights, and any employee covered by the Agreement who feels that he or she has suffered discrimination shall have the right to seek redress in accordance with Grievance and Arbitration Procedures.
- 6.2** An employee who has a complaint with respect to discrimination in the employment relationship, as envisioned under the Canadian Human Rights Act, will have access to the internal Human Rights resolution process if he/she so desires. The employee, if he/she so desires, may have a Union representative present. The complaint, the Human Rights resolution process and the results of same shall not be subject to the grievance/arbitration process.
- 6.3** The Company shall not discriminate against an employee on grounds prohibited by the Ontario Human Rights Code. An allegation that this clause has been violated shall be a fit matter for redress under the grievance and arbitration procedure.

**ARTICLE 7
MANAGERIAL RIGHTS OF THE COMPANY**

The Company has and shall retain the exclusive right and power to manage its business and direct its working forces including, but without restricting the generality of the foregoing, to right to hire, suspend, discharge, promote, demote, and discipline any employee. The Company shall exercise the said functions in accordance with the provisions of this Collective Agreement.

**ARTICLE 8
SKILL BROADENING AND WAGE STRUCTURE**

8.1 INTRODUCTION

In order for the Company to be competitive it is essential that work efficiency be maximized. The Company must change its current approach to performing work while continuing to improve safety and quality standards. In addition, the Company must invest in employee development. These changes can be achieved through the introduction of skill broadening programs and a simplified wage structure.

The wage structure consists of three (3)³ salary bands.

All employees on the wage structure will be expected to perform any assigned work (as described in 8.2 below) within the same band or a lower band without additional compensation.

³ ANO and UOCRO treatment will be outside of band 3.

8.2 Skill Broadening

Skill broadening is the development and use of employees to perform work outside of their traditional roles. Skill broadening is achieved by providing employees with the training and opportunities to perform additional work safely. The intent of skill broadening is to enrich job content and increase work efficiency by:

- a) Removing the traditional boundaries in working roles; and
- b) Developing employee capabilities to perform work beyond their traditional roles.

Skill Broadening can be achieved by taking advantage of existing and future technology and by development of employees who are highly trained with multiple capabilities and responsibilities.

Skill Broadening will include training and instruction of other employees. It also will include new responsibilities required to maximize the commercial performance of the Company while ensuring compliance with market rules and sound health and safety and environmental practices.

Skill broadening and the compensation structure through the consolidation of occupation codes into new job groupings will not eliminate the distinctions between them. For example, Mechanical Maintainers will not become Control Technicians. However, there may be an overlap of duties between job groupings.

The intent of skill broadening is not to fully qualify an employee in all other jobs but rather to maximize the capabilities of employees.

Employees who participate in skill broadening can be required to work outside their job grouping with employees in other job groupings to jointly complete work assignments. All work assignments are dependent on employees having appropriate skill, knowledge and training.

Employees working independently will be expected, once trained, to perform basic skills of other job groupings at the same or lower band. There may be limited circumstances where employees receive specific training in another job grouping to fully complete a specialized task.

In addition to the responsibilities listed in their Job Documents, the work of employees will be expected to include additional tasks. This is further described in the Article 8 Intent Document which forms part of this agreement.

8.3 Salary Structure

The wage structure will consist of three (3) bands comprised of a series of progression steps within each band. Progression through steps will be time based subject to satisfactory performance and successful completion of training.

8.4 IMPLEMENTATION ISSUES

8.4.1 Implementation Committee

A **four (4)** person committee will be established, comprised of **two (2)** Company representatives and **two (2)** PWU representatives, to identify and resolve any problems and make recommendations to the Oversight Committee for any changes to the collective agreement.

Any inconsistencies between the existing collective agreement and this article will be resolved in a manner consistent with the goals and principles of this Article.

Any unresolved matters and changes to the collective agreement will be referred to the Oversight Committee for resolution.

8.4.2 Oversight Committee

The committee will resolve all issues arising out of the implementation of the wage structure and any unresolved issues arising out of the implementation committee review of the collective agreement and any other agreements between the parties. This committee will be comprised of two (2) senior level representatives from the Company and two (2) senior level representatives from the PWU. Should the Oversight Committee reach an impasse on an issue the matter may be remitted to mediation/arbitration using the same mediator/arbitrator as agreed to in Article 8.4.7.

8.4.3 Job Evaluation Plan

All current occupation codes have been initially placed upon the bands as per the list attached to the Memorandum of Agreement dated September 3, 2001 as Appendix 2 ("List of Occupational Codes showing initial placement on the bands of the New Wage Structure").

All occupation codes and associated job titles and job documents (job descriptions, occupational definitions and expectation documents) will be consolidated into new job groupings as soon as practicable following ratification. Issues associated with the job groupings will be reviewed by the Joint Implementation Committee.

The Company will produce new generic Job Documents to describe the new job groupings within each band as soon as is practicable following ratification. **The Company will notify the Union of the introduction of any new job classifications and their placement on a band.**

A gender neutral Job Evaluation Plan has been developed (see Article 8.14) to allow placement of any occupation code or job into one of the 3 bands. All new occupation codes will be evaluated under the new job evaluation process.

Supervision is not reflected in the job evaluation plan, but is recognized with a premium. Supervising responsibilities which attract a supervisory premium can only be assigned and not assumed. The responsibilities for all supervisors are stated in Section 8.9 below.

Each employee shall have access to his/her job document, through their supervisor, and to documents covering other PWU represented employees through the **Principal Steward** or the Union Office.

8.4.4 Job Challenge

With the introduction of the skill broadening initiative and the wage structure, the Union Clerical/Technical Job Evaluation Plan will be eliminated. In addition, the existing Article 8 and Job Challenge processes will be eliminated and replaced with the challenge procedures as outlined below.

8.4.5 Job Challenge Procedure

Job Challenge Process:

First Step

- 1. The Union (Normally the Principal Steward) shall commence this dispute resolution process by filing a Job Challenge with the relevant contact supervisor. The parties shall meet within seven (7) days to attempt to resolve the matter. Failing a resolution of the matter within fourteen (14) days of filing the Job Challenge, the matter will be referred to second step.**

Second Step

- 2. Within thirty (30) days of filing the job challenge, the Union (Principal Steward) and the Sector Vice-President (or delegate) will meet with the HR Representative and Sr Management to attempt to resolve the matter.**

Failing resolution at second step, the matter may be referred to mediation/arbitration by either party within ten (10) days.

Mediation/Arbitration

- 3. All job challenges will be referred to either Jules Bloch or Reva Devins for mediation/arbitration.**
- 4. Briefs shall be prepared by each party for each challenge including a statement of facts, brief argument and the relevant provisions of the Collective Agreement. The briefs shall be provided to the Mediator/Arbitrator at least 7 days prior to any hearing date. The Mediator/Arbitrator will advise which matters will require witnesses for credibility issues. The parties will also exchange these briefs once the Mediator/Arbitrator has received both briefs.**
- 5. The Mediator/Arbitrator's jurisdiction in these matters is limited to a determination of the correct placement of a job on a particular Band. The Mediator/Arbitrator cannot alter the rates of the Bands.**
- 6. The fees of the Mediator/Arbitrator and costs associated with these hearings shall be shared equally by the parties.**
- 7. Retroactivity will be restricted to 12 months prior to the filing date of the challenge.**
- 8. Time limits may be extended by mutual agreement of the Parties or by order of the Mediator/Arbitrator.**

8.4.6 Progression From Step to Step within a Band:

Each band will contain an Entry Rate, and a Terminal Rate. There will be 8 annual progression steps from the Entry Rate to Terminal Rate except Band 1 which will have 6 annual progression steps.

Progression through steps will be time based subject to satisfactory performance and successful completion of training.

Employees who are not offered developmental and/or training opportunities will progress annually to the next step in the Band up to the Terminal Rate subject to satisfactory performance.

Part A item 3.0 will be modified to reflect the above intent on progressions. Part A item 3.1 will be revised as appropriate, and to reflect that, if an employee's progression is withheld s/he will remain at their current step until the employee successfully meets the identified performance and/or training requirements. The union may grieve on behalf of any employee whose progression is withheld.

New hires will have previous experience recognized and will be given credit for such experience and will be placed at the appropriate step within a band. The current practices for determining the appropriate hiring rate will continue to be used. Any disputes regarding such placements will be referred to the Oversight Committee for resolution.

Subject to satisfactory performance and the successful completion of training ANOITs will progress through an Authorized Nuclear Operator Schedule.

Employees on sick leave will get the opportunity to volunteer for skill broadening. Employees on LTD or who have been approved for LTD are not eligible to volunteer for skill broadening. The Company will accept any request to volunteer from existing LTD employees when they return to regular employment.

8.5 Article 10 as it Relates to the new Wage Structure

When the Company determines a vacancy exists within a band the position will be posted. The posting will outline the qualifications required for the position.

Supervisory positions will continue to be filled per 10.1.3(a) - Supervisory positions will be identified as those receiving the specific Supervisory payment.

Non-Supervisory positions will be filled per 10.1.3(b).

8.6 Temporary Employees

All temporary employees, excluding those hired pursuant to Appendix A, will be required to work to the skill broadening standards.

With the exception of temporary employees, hired pursuant to Appendix A, all temporary employees will receive the same wage treatment as regular employees according to the criteria outlined in Part A 42.0 Wages.

With the exception of temporary employees, hired pursuant to Appendix A, all temporary employees will be placed on the band appropriate to the classification hired into. Specific step placement will be assessed at the point of hire, or re-hire.

8.7 Article 11 as it Relates to the Wage Structure

The existing Occupational Group Listings (OGLs) will continue in their current format until they are replaced.

Existing Occupational Group Listings (OGL) will be frozen and new OGLs for new job classifications will continue to be established pursuant to Article 11.4

When existing Occupational Codes are consolidated into job groupings as per section 8.4.3, then all OGLs will be updated at the same time.

New disputes arising over the grouping of a job or jobs into an Occupational Group Listing will be referred to the Oversight Committee. In the event that a dispute is not resolved at this level, then such disputes will be referred to the Chief Arbitrator for resolution.

8.8 Premiums

The following premiums are eliminated and the work assignments associated with them are considered to be part of normal job duties.

- Holding Work Protection for a Work Group
- Greenmanning
- Plastic Suits
- Confined Space Monitor
- Contract Monitor
- Entry Coordination/Access Control
- Procedure Writing
- Assessing tasks
- FME Monitors
- AA Rate
- Lead Hand
- Relief for any Position within Band
- Instructors rate
- Frontier Allowance
- Field Allowance

Upon mutual agreement any other premiums for the performance of specific tasks contained within the collective agreement and any other agreements between the parties will also be eliminated. Any unresolved issues will be referred to the Oversight Committee for resolution.

8.9 Supervision

Supervisory Responsibilities under the wage structure are as stated below. Some supervision and/or coordination of work is included in the band rate of every job and will not attract extra premiums. Supervisory responsibilities which attract a supervisory premium can only be assigned and may not be assumed.

BASIC RESPONSIBILITIES OF SUPERVISORS

Supervisors are expected to demonstrate personal qualities such as leadership, reliability and good judgement.

Assist the Manager by performing the following duties:

1. Developing and maintaining a safe and healthy work environment. Upholding safety standards and ensuring all of **AMEC Nuclear Safety Solutions** standards, rules and procedures are strictly adhered to.
2. Planning, organizing, scheduling, assigning, establishing parameters for, and checking work of staff/crews, including emergency work.
3. Monitoring work performance.
4. Ensuring all staff are qualified to perform the assigned work.
5. Scheduling and holding regular meetings (including safety meetings) to discuss context, plans, problems and suggestions. Identifying to the manager any emergencies/deviations to work.
6. Developing and improving skills and knowledge of staff to do their work and be capable of performing the full range of the processes and tasks that occur within the unit. Fostering a work environment that enhances employee performance and encourages employee engagement.

8.9.1 Full-Time Supervision

Full Time Supervisors will be paid at 10% above their individual wage rate, but in no case will their pay rate exceed 15% above the terminal rate of their band.

8.9.2 Temporary Supervision

Subject to the maximum permitted, employees who are assigned to act temporarily in a PWU represented supervisory position will be paid 10% above their individual wage rate except when reporting directly to another Union Supervisor in which case employees will be paid 5% above their individual wage rate. In no case will these temporary pay rates be more than 10% or 5% respectively above the terminal rate of the band.

8.9.3 Temporary Relief in a Non-PWU Position

Employees who are assigned to act temporarily in a non-supervisory non-PWU position will be paid at 6% above their individual wage rate but in no case will their temporary pay rate exceed 6% above the terminal rate of their band.

Employees who are assigned to act temporarily in a non-PWU supervisory position will be paid at 15% above their individual wage rate but in no case will their temporary pay rate exceed 15% above the terminal rate of their band.

Note: above payments cannot be combined

8.10 Promotional Rule

Any employee who receives a promotion to a higher band will receive the next highest step above his/her current rate in the higher band, which provides at least a 3% increase.

8.11 Relief Rule

Any employee relieving in a higher band will receive the first step on the higher band that provides at least a 6% increase over the employee's current rate.

8.12 Apprentices

Apprentices will be provided with the opportunity to work the hours necessary for Provincial Certification.

8.13 HOURS OF WORK

Employees who are regularly scheduled to work 35 or 37.5 hours per week may request a permanent change to 40 hours per week. Approval to increase regularly scheduled hours of work is at the discretion of the Company. The increased hours of regularly scheduled work will be at straight time.

8.14 New Job Evaluation Plan for PWU

This plan uses the levels of work approach to job evaluation. Jobs are rated as a whole to consider which level is most appropriately applied to the job. Benchmarking plays an important role in administering this type of job evaluation plan. Several benchmarks will be selected from the agreed to list of jobs in each band.

Level	FACTOR STRUCTURE/GUIDELINES
	<ul style="list-style-type: none"> <li style="display: inline-block; width: 45%;">◆ Knowledge ⇒ Interpersonal <li style="display: inline-block; width: 45%;">⊙ Results Δ Health & Safety <li style="display: inline-block; width: 45%;">✱ Problem Solving ❖ Environment <li style="display: inline-block; width: 45%;">□ Customer Service
3	<p>“PERFORMS SKILLED INDUSTRY-SPECIFIC OPERATIONS”</p> <ul style="list-style-type: none"> ◆ Requires knowledge of a technical specialty and requires an understanding of Technical/trade processes. ⊙ Completes complex procedures and/or provides assistance and support in the performance of technical/operational assignments. ✱ Resolves issues/problems by referring to established guidelines and exercising judgement within the defined framework and/or requires selecting the most appropriate choice from known alternatives. □ Completes work for internal/external customers according to technical/operational standards or specific instructions. Interactions may be internally and/or externally focused to exchange information or ideas that require explanation. Interactions require tact to handle problems or complaints. Δ Accountability for the health, safety & well being of self and others is linked to compliance with technical/operating procedures and standards and includes the development of technical/operational solutions to problems. ❖ May be fatiguing as a result of regular physical activity; and/or may require concentrated periods of mental/sensory attention. Often situated in an environment with exposure to disagreeable and/or hazardous conditions.

Level	FACTOR STRUCTURE/GUIDELINES
	<ul style="list-style-type: none"> ◆ Knowledge ⇒ Interpersonal ⊙ Results Δ Health & Safety * Problem Solving ❖ Environment □ Customer Service
2	<p>“PERFORMS SKILLED OPERATIONS”</p> <ul style="list-style-type: none"> ◆ Requires an understanding of clerical, technical or trades work processes. ⊙ Completes routine procedures and provides assistance in the performance of technical/administrative assignments. * Exercises some judgement to determine appropriate choice among established procedures □ Completes work for internal/external customers according to specific instructions. Interactions require courtesy to maintain effective working relationships. Δ Accountability for the health, safety & well being of self and others is linked to compliance with technical/operating procedures and standards. ❖ May be fatiguing as a result of regular periods of physical effort; and/or may require short periods of mental / sensory attention. Often situated in an environment with exposure to disagreeable and/or hazardous conditions.
1	<p>“PERFORMS BASIC OPERATIONS”</p> <ul style="list-style-type: none"> ◆ Requires an understanding of clerical, technical or trade established procedures. ⊙ Completes routine procedures. * Activities are covered by defined rules and instructions. □ Completes work according to basic standards. Interactions are internally focused to receive instruction and give basic information. Δ Accountability for the health, safety & well-being of self and others is linked to compliance with procedures and standards ❖ May be fatiguing as a result of regular periods of physical effort; and/or may require short periods of mental / sensory attention. Often situated in an environment with exposure to disagreeable and/or hazardous conditions.

**ARTICLE 9
SPECIFIC MATTERS OF AGREEMENT**

- 9.1** These matters are to be dealt with in accordance with Parts 'A', 'D', 'E', 'G', and Article 8.
- 9.2** Where a new field of endeavour is undertaken by the Company and the employees concerned fall within the jurisdiction of the Union by virtue of Article 1, the question of whether such employees will be covered by an existing part of the Collective Agreement, an existing part of the Collective Agreement with special provisions or modifications, or a new part of the Collective Agreement will be one for joint agreement.

**ARTICLE 10
SELECTION TO VACANCIES**

- 10.1** **Vacancies**
- 10.1.1** No person shall be appointed to a vacancy in the PWU - CUPE Local 1000 jurisdiction until all qualified PWU - CUPE Local 1000 represented applicants have been selected. Non-represented employees may be appointed to

positions within the PWU's jurisdiction but will only be able to use that portion of their service which was acquired while a member of the PWU.

10.1.2 If an employee is appointed to a vacancy within the PWU - CUPE Local 1000 jurisdiction from a bargaining unit which restricts seniority in the Company to its own membership, his/her seniority will be limited to service within the PWU - CUPE Local 1000 bargaining unit.

10.1.3 In filling vacancies within the PWU - CUPE Local 1000 bargaining unit, the Company will take into consideration whether the vacant position is supervisory or non-supervisory.

The following will apply:

(a) Supervisory Positions

1. In considering applicants for supervisory positions, primary consideration should not be given to seniority but to personal qualities such as leadership, reliability, judgment, ability to organize and instruct and an understanding and a display of the practice of good human relations. For supervisory positions, an endeavour will be made to select the most promising candidate.

2. Only those individuals satisfactorily possessing the above characteristics, as assessed by the Company, should be considered. Where practicable, applicants for supervisory positions should be interviewed by the supervisor responsible for the selection. Seniority will govern only in cases where there does not appear, in the Company's opinion, to be much difference in qualifications.

3. For the purpose of this article, supervisory positions are full time supervisors as defined in Article 8 and will include:

(a) Union Trades Supervisor

(b) Senior Shift Production Technician - Chemical

(c) Authorized Nuclear Operator

(d) Senior Steam Plant Operator

(e) Senior Shift Control Technician

(f) Clerical-technical jobs which were credited with degree 3 or higher in the Responsibility for Supervision factor of the Clerical-Technical Job Evaluation Plan.

(g) Supervising Nuclear Operator

4. The provisions of Article 10.1.3 A-3 above will not affect the status of incumbents for Union representation or the future posting of vacancies as they may occur.

5. Appointments to positions above the jurisdiction of the Union shall not be subject to the Grievance Procedure. However, the Company will give due consideration to representations of the Union where there is evidence of obvious irregularities or discrepancies.

(b) Non-Supervisory Positions

1. The Company will use all available information and determine those applicants who are qualified to fill the vacancy.

One of the requisites is the minimum years of experience as set out in the job specification. Before any consideration is given to seniority the supervisor responsible for making the selection must determine, from the list of applicants, those employees who have the qualifications to do the job satisfactorily.

A recommendation by the supervisor should then be made from the qualified employees, overall seniority being the governing factor.

An employee's experience with another company will be taken into consideration in determining his/her qualifications for a position.

2. The Company may request a waiver of Posting and/or Selection from PWU - CUPE Local 1000 when there are medical reasons related to the employee or his/her immediate family, as verified by the Chief Physician/Manager of the Health Services Department. If the waiver request is agreed to by the Union, the employee will be appointed to the position.
3. Management reserves the right to restrict the application of candidates, for whom the vacancy represents a lateral or demotion, where the selection would reduce the capability in a given classification below that considered by Management as required for the effective continued operation of the sending department at a location. In such situations, only those senior qualified candidates will be selected from that department at a location which will not adversely affect its effective continued operation; the remaining senior qualified candidates will be selected from other departments at a location on the same basis. Location is defined in Article 11.3.

Employees will receive written notice from his/her supervisor if their selection may be voided because they cannot be released. A copy of this written notice is to be given to the local steward.

(c) General

1. If the candidate selected has already been appointed to another position, but has not yet reported to the new job, he/she shall be given the opportunity of choosing the one he/she prefers unless it is in the Company's interest that he/she accept the first appointment.
2. On request, the Company will explain, in writing, to any unsuccessful applicant for an advertised vacancy, the reason why he/she was not selected for the position.
3. Details of requirements for notification of applicants are found in Part 'A', Item 17.0.

10.1.4 The following definitions shall be used to determine an employee's entitlement to be considered for a non-supervisory vacancy:

(a) Seniority

Except as provided in Section 10.1 of this Article:

1. An employee's seniority, for purposes of selection to vacancies, shall be the service credit as defined in Part 'A', Item 5.0.
2. Service with an acquired company will be added to the employee's seniority.
3. The total service credit with the Company will be used for comparing seniority of applicants rather than service in a position, trade, or occupation.

(b) Base Hourly Rate

1. The maximum base rate per Part A Item 42

(c) Promotion Application

1. A promotion is defined as an advertised position that is in a higher Band than the applicant's current position, regardless of the weekly hours of work

(d) Lateral Application

A lateral is defined as an advertised position that is in the same Band as the applicant's current position, regardless of the weekly hours of work

(e) Demotion Application

A demotion is defined as an advertised position that is in a lower Band than the applicant's current position regardless of the weekly hours of work.

10.2 Transportation and Moving Expenses

Candidates selected to vacancies which represent a lateral or demotion in accordance with Article 10.1 and employed for a minimum of three years in their current work headquarters shall be entitled to moving expenses in accordance with the provisions of Part 'A', Item 24.0.

Candidates selected to trainee operator positions who have two years' service shall be entitled to moving expenses in accordance with the provisions of Part 'A', Item 24.0.

Employees appointed to positions which are filled due to an agreed to waiver of posting and/or selection, as provided in 10.1.3 (b) (3), will be entitled to moving expenses in accordance with the provisions of Part 'A', Item 24.0.

**ARTICLE 11
SURPLUS STAFF PROCEDURE
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Management will determine whether they implement Article 11.0 and/or Article 11.1.

Note: Appendix A of Article 11 forms part of this collective agreement. Any changes to list, including the addition or deletion of locations, worksites and work centres shall require joint agreement.

11.0 WORKSITE/LOCATION REDEPLOYMENT

This provision may be implemented and completed without activating Article 11 in total.

1. Within a worksite⁴ or between worksites in close proximity to each other, management may deploy employees within equal classifications.
2. (i) Within a Location⁵ that has multiple worksites management may deploy employees within equal classifications⁶ from an over-complement worksite to an under-complement worksite, on a senior choice/junior force basis until either the over-complement or under-complement ceases to exist, whichever occurs first.

Management has the right to determine the classification(s), number of over-complement positions, number of under-complement positions and the worksite(s) that will be dealt with under each operation of this provision.

- (ii) Where management has identified an over-complement in a classification within a Location(s) and an under-complement within another Location(s) in an equal classification, the following will occur. An employee may choose an equal or lower undercomplement at their location on a senior choice basis. If this option is not chosen or available, management may deploy employees from an over-complement

⁴ As defined by Article 11

⁵ As defined by Article 11

⁶ As defined by Article 11

location(s) to an under-complement Location(s) on a senior choice/junior force basis until either the over-complement or under-complement ceases to exist, whichever occurs first.

Management has the right to determine the classification(s), number of over-complement positions, number of under-complement positions and the Location(s) that will be dealt with under each operation of this provision.

- (a) A junior employee who refuses to be transferred will be subject to discipline up to and including termination. All disputes regarding the discipline and termination of an employee who refuses a transfer will be referred to Martin Teplitsky for resolution on an expedited basis. An employee who is terminated for refusing a transfer under the terms of this agreement shall be eligible to receive reduced severance pay pursuant to Article 11.15(iii) as well as Article 11.15.2 (Benefit Continuance/Tuition/Outplacement Services), if the proposed transfer is to a location that is not within a reasonable commuting distance from his/her residence.

Where an employee is terminated for refusing to transfer to a location which is within reasonable commuting distance from his/her residence, there is no severance or other provisions payable to such employees.

- (b) Management will provide at least four (4) weeks' notice to employees in the over-complement classification and Location/worksites of the intended date of transfer by posting in the over-complement Location(s)/worksites a notice which sets out:

- *the affected classifications;*
- *number of positions to be filled;*
- *under-complement Location(s)/worksites; and*
- *proposed transfer date.*

Subsequent to this four (4) week posting employees designated for transfer will be provided with at least two (2) weeks' notice of their actual transfer date. In determining an employee's transfer date the company will consider the personal circumstances of the employee and the business needs of the company.

- (c) Employees transferring will be entitled to moving expenses and housing assistance as set out in Part A, Item 23.

3. Under-complement positions that remain vacant after the operation of 1 and 2 will be posted in accordance with the Collective Agreement.

4. If the transfer results in a move to a lower-rated equal classification, wage maintenance as per 11.20 will apply. If the employee chooses a lower undercomplement position in the same location as per 11.0.2(ii) he/she shall have their rate frozen for a period of three months at which time a three percent (3%) reduction in rate will take place. Subsequent reductions of three percent (3%) will take place annually thereafter until the maximum rate for the lower rated job is reached.

5. There will be no permanent transfers under this Article into a worksite/centre which has been identified as a worksite/centre to be closed permanently during the 18 month period following intended transfer date.

11.1 Surplus Staff Procedure – Sequence of Events

1. The Company will give initial notice of termination/layoff in accordance with Article 11.5.
2. All vacancies job challenges, management reviews and OGL's will be frozen until the end of this process.
3. Employees will be required to make irrevocable elections within 7 (seven) days from the date of last posting of the initial notice of termination/layoff in accordance with article 11.4. The Company will confirm to the Union the date of last posting.
4. Employee displacement rights will be determined and those employees who will be accepted for voluntary termination, placed, displaced, laid off and/or terminated shall be identified. All displacements and the names of

employees to be laid off, terminated will be identified "on paper" at the outset prior to implementation of any changes resulting from the announced reduction of complement.

5. In situations where the operation of the displacement rights would result in multiple chain displacements to the point of causing an inappropriate level of dislocation for the employer, the employer may refer the issue of amending the displacement operation of Article 11 for the particular run in question to Martin Teplitsky for expedited arbitration.
6. The names of the employees who will be accepted for voluntary termination, placed, displaced, laid off and terminated shall be announced.
7. The "freeze" on filling vacancies ends at the time of the announcement. During the period after the announcement and prior to the date of termination set out in the initial notice of termination/layoff, the Company, pursuant to Article 10, will post vacancies which remain unfilled after the displacement process and new vacancies as they arise. If vacancies remain unfilled after the Article 10 process, during the period prior to the layoff fair and objective consideration for such vacancies will be given to applications from employees to be laid off.
8. The implementation of voluntary terminations, placements, displacements, layoffs and terminations pursuant to the Article 11 process will commence on the date of termination/layoff identified in the initial notices unless extended by the Company in accordance with the Employment Standards Act and regulations and subject to any "reversals" which may have occurred as a result of employee terminations.

11.2 Application

- (a) This procedure applies only to the bargaining unit in this collective agreement.
- (b) This procedure applies to regular full-time and regular part-time employees. The displacement and recall rights of probationary employees, security staff and regular-seasonal-A employees are limited to those contained in 11.13.
- (c) The Company will supply the PWU with an accurate computerized seniority list (see note below) separated by Occupational Group Listings (OGL's) and sorted by province and locations on February 1st and August 1st and at the time the Company gives initial notice of termination/layoff under this Article.

The Company will also post a seniority list in each worksite on February 1 and August 1 and at the time that the Company gives initial notice of termination/layoff. The seniority list will be a single list of employees, which will include the following information (subject to revision after consultation with the Company and the PWU):

- Name/employee number
- ECD
- Base OGL
- Level
- OCC code
- Title
- Building code
- Geographic location
- Status
- Business

In the absence of a challenge in writing by the union within thirty (30) calendar days of posting, or within seven (7) days of initial notice of termination layoff, whichever comes first, the seniority list, will be deemed to be accurate and the union will not subsequently be able to challenge the accuracy of the list. In the event of a challenge, the parties will try to resolve any differences. If there is no agreement, either party may refer the challenge to Arbitrator Teplitsky for expedited dispute resolution.

NOTE

The computerized seniority list provided to the PWU will contain the following data:

Last Name, Initials, ECD, Occupational Code, Job Title, Schedule, Base Occupational Group Number, Grade, Location, Building Code, Payroll Number, Business Unit, Division, Department, Hours of Work, Date of Notice of Termination/Layoff, Date of Expiry of Recall, End Rate of Classification.

- (d) Medically Restricted at Work (MRAW) employees who have had a special position created for them cannot be displaced. In the event that there is a closure of a worksite or the special position is redundant, the MRAW employee will displace in accordance with this Article and where necessary be accommodated in accordance with applicable legislation. For purposes of Article 11 the MRAW employee will be deemed to be in the classification held immediately prior to being placed in the special position.
- (e) Performance Limitations: When an individual has a verifiable physical or medical limitation and is not required to be accommodated under the Human Rights legislation and which prevents him/her from performing the essential functions of a job in his/her Occupational Group Listing (OGL) into which he/she may be displaced, and which is voluntarily identified in advance of determination of displacement rights following notice of layoff, the Company and the Union will meet to discuss this individual. It is understood that if there is no mutual agreement the Company may proceed to implement the layoff. Nothing in this Article is intended to require any employee to self-identify or to modify in any way the rights or obligations of the Company, Union or employee under the human rights legislation.
- (f) Employees on pregnancy/parental leave, or assignment outside Ontario or approved leaves of absence, vacation, sick leave will be subject to this process and be required to participate as if they were in their regular position. Such employees will assume their new positions upon return and until such time the positions will be filled on a temporary basis if required by the Company.

The company will make reasonable efforts to contact personally employees on such leave but in any event such employees will be provided with written notification that the Company has initiated lay-off procedures and that their employment status may be affected. The Company can rely on the last address and telephone number provided by the employee.
- (g) Employees on LTD including those in a LTD funded Rehabilitation and Re-Employment Program may not displace nor are they subject to displacement.
- (h) Notwithstanding the provisions of this Article an employee who is within five years of normal retirement or within five years of eligibility for undiscounted pension when faced with displacement or layoff, with joint agreement may be given special consideration for worksite protection/preference.
- (i) Notwithstanding the provisions of this Article, the parties may make special arrangements for employees who are disabled to the extent that alternative employment would be difficult to find.

11.3 Definitions

- 1. "Base weekly rate" and "base hourly rate" include pay equity adjustments.
- 2. "Classification" shall mean an employee's trade or job title.
- 3. "Equal Classification" or "Equal" is a classification in an employee's OGL where the base weekly rate or base hourly rate is the same except that:
 - (a) Some hourly rated trades have been identified as equals where most of the job duties are the same but the wage rate is different

NOTE:

- (b) For pay equity adjusted rates, equal will be deemed to be those jobs whose terminal rates meet or exceed the Step 3 rates listed on Salary Schedule 20.

Example 1: Grade 55 + PEA, equivalent to Grade 57, Step 2 = Grade 56 and can displace Grade 56 jobs under Article 11 (Grade 56 (no PEA) can also displace this Grade 55 job).

Example 2: Grade 55 + PEA, equivalent to Grade 58 Step 2 = Grade 57 and can displace Grade 57 jobs under Article 11 (Grade 57 or 56 (no PEA) can also displace this Grade 55 job).

4. Lower: Lower Classification or Lower is a classification in an employee's OGL where the base weekly rate or base hourly rate is lower except for all weekly salaried clerical employees on salary schedules 20 and 21 where for purposes of displacement in a Location the base weekly rate is 2 or more salary grades lower.

For pay equity adjusted rates, lower will be deemed to be those jobs whose terminal rates are lower than the Step 3 rates listed on Salary Schedule 20.

Example 1: Grade 56 (no PEA) is lower than a Grade 55 + PEA equivalent to Grade 57 Step 3.

5. "Worksite" is a place of operations as identified by building code(s) and identified in Appendix A. An employee's worksite will be their regular work headquarters as defined in Part A, Item 18.2.

6. "Work Centre" as identified in Appendix A.

7. "Location" means a geographic area which includes worksite(s) and/or work centres. Locations are identified in Appendix A.

8. "Occupational Group List (OGL)" means a jointly agreed to list of Equal and Lower classifications into which an employee can exercise displacement rights. OGLs are equals and lowers within the appropriate job family which an employee can satisfactorily perform within a reasonable period of familiarization and orientation.

9. "Surplus Employee" is an employee who has been given notice of termination/layoff by the Company or an employee who may be displaced or who is displaced from his/her position.

10. (a) "Seniority" means the service credit as defined in Part A Section 5.0, except for the restrictions contained in Article 10.1.2.

- (b) Where employees have the same seniority the employee with the highest employee number is deemed to be the more senior employee.

For purposes of determining displacements, layoffs and terminations, seniority will be calculated as of the date of the initial notice of termination/layoff. For all other purposes including subsequent layoffs, seniority will continue to accrue.

11. "Job Family" is a collection of jobs or job classifications involved in the same general nature of work.

It is recognized that some jobs straddle two (2) job families, e.g., technical-clerical. For these exceptions, jobs from both families may be included in the OGL.

The family for those jobs which do not neatly fall into one of the below will be jointly determined as required.

There are five families as listed below:

Clerical: Involving gathering, analysing, processing, recording, disseminating information or data, and/or the operation of miscellaneous office machines or equipment.

Technical:	Involving the choice, application and/or manipulation of formulae, principles, techniques or natural laws in practical, mechanical or industrial arts or applied sciences.
Drafting:	Involving the drawing up or preparation of plans, drawings, bills of materials, etc.
Trades/ Operators:	Involving skilled labour in areas such as electrician, mechanic, labourer, operators, etc.
Security:	Involving the protection of the Company assets, employees and the public. Security classifications will not be included in the Occupational Group Listing (OGL) of non-security classifications and vice versa.

11.4 Occupational Group Listings (OGLs)

1. For a job to be included in an OGL, it must be a job which can be satisfactorily performed by the average employee in the surplus classification within a reasonable period of familiarization and orientation. This period will vary depending on the complexity of the job.
2. All existing jobs are placed in OGLs. OGLs shall be part of this agreement but shall be published in a separate publication.
3. New OGLs shall be jointly developed for new jobs or for existing jobs which have materially changed or for jobs which have the wage rate adjusted. If the parties cannot agree on an OGL, the dispute will be referred for resolution to the Oversight Committee established by Article 8.

11.4.1 Failure to Demonstrate Qualifications

Once an employee displaces into a position in an OGL, the employee must be able to demonstrate an acceptable level of performance within a reasonable period of familiarization and orientation. Failure to achieve an acceptable level of performance in this time will result in layoff with severance as per 11.15 and recall rights to their pre-displacement classification.

11.5 Notice of Termination/Layoff

1. The Company will give initial notice of termination/layoff to the most junior employees in a classification in a worksite. Notices listing those employees receiving initial notice of termination will be posted at all Company worksites/centres. Pursuant to the terms of this article, employees receiving such notice will be permitted to take another position in the Company as a result of which some other person either loses his/her position and is permitted to take another position or loses his/her employment. Such notice shall be deemed to be notice of termination to all affected employees including to those employees who may be displaced and to those employees whose employment is terminated or who are laid off.
2. Employees receiving initial notice of termination/layoff will be provided with two (2) months' notice of termination/layoff. An employee who has been given notice of termination/layoff may be given temporary work following the date of termination in accordance with the Employment Standards Act and regulations.
3. When an employee is given notice of termination/layoff the Company will notify the Union office and Stewards within three working days from the date the employee is notified. The Union will be responsible for keeping the Company advised of the names of all Stewards.

11.6 Employee Elections*

1. All employees in an equal or lower rated classification to the overcomplement will be required to supply the Company, by a date determined by the Company, with information necessary to enable the Company to make decisions relating to employee displacements in Locations, and the Province. The information required is:
 - a) Does the employee wish to voluntarily terminate if given the opportunity
 - b) Is the employee willing to move
 - c) Is the employee willing to change from Regular Full Time to Regular Part Time or vice versa.
2. The Company will be entitled to rely on this information for purposes of applying the provisions of Article 11.
3. Employees will have seven (7) days to provide their elections to his/her Human Resources Office.

11.7 Failure to Identify Elections

Any employee failing to supply the information requested on the forms (within the stipulated time), who receives initial notice of termination/layoff or is displaced, will be deemed to have chosen NO to each of the three questions outlined in 11.6.1, and therefore will be deemed to have selected only a position in their location. If there is no position in the location into which he/she can be placed/displaced, the employee will be laid off with recall or severance rights as per 11.15.

11.8 Voluntary Termination

Voluntary Terminations are accepted on the basis of seniority.

Employees within two (2) years of normal retirement or un-discounted pension will be provided with relevant pension and benefit information to enable him/her to make an informed decision on or prior to the notice date.

Employees who are accepted for Voluntary termination must resign and will receive severance pay as per article 11.15;

All acceptances to Voluntary Termination will be subject to Limitations to Turnover as outlined in this article and are contingent upon the overcomplement being reduced.

11.9 General

1. All employees work at a worksite or work centre in a Location.
2. Each employee shall have the responsibility to notify the Company of his/her current address and telephone number and any subsequent change. The Company shall be entitled to rely on the last address and telephone number furnished by the employee for all purposes.
3. Grievances under this agreement or a predecessor agreement which have not been resolved before the commencement of the freeze period do not affect the Company's right to layoff pursuant to Article 11.
4. All vacancies, job challenges, management reviews and OGL's will be frozen, from notice date until the end of this process. The freeze on filling vacancies shall end when the results of the application of Article 11 are announced.

11.10 Placement to Vacancies and Positions Created through the Acceptance of Voluntary Termination

11.10.1 Equal Location

- (a) An Employee will be placed into an equal vacancy in his/her location within his/her occupational group list. If no vacancy is available then;

* The parties will consult on a bi-lateral information package to be provided to employees at the time they are asked to make elections

- (b) Employee elections will be reviewed to determine if an employee in the location in an equal classification, including the overcomplement employee, has elected to voluntarily terminate. If there is more than one employee who has so elected, the senior will be accepted. If the employee accepted for cashout, is not the overcomplement employee, then the overcomplement employee will be placed into the spot left by the employee accepted for cashout. If no voluntary terminations are accepted then;
- (c) Employees who have elected a willingness to move will go to Equal Province (11.10.2), employees who have not elected a willingness to move will go to Displacements (11.11)

11.10.2 Equal Province

- (a) An employee will be placed into an equal vacancy within his/her occupational group list. If no vacancy is available then;
- (b) Employee elections will be reviewed to determine if an employee in an equal classification, has elected to voluntarily terminate. If there is more than one employee who has so elected, the senior will be accepted. The employee will be placed into the spot left by the employee accepted for cashout. If no voluntary terminations are accepted then the employee will go to Displacements (11.11).

11.11 Displacements

- (a) An employee can only displace another employee of less seniority in classifications within his/her occupational group list, unless a more senior employee has elected to voluntarily terminate if given the opportunity. Voluntary terminations will be accepted on the basis of seniority.

Regular-Seasonal-A and Temporary positions and Agency employees are also displacement opportunities for regular employees in the absence of any regular positions.

- (b) A regular full time employee may elect, in advance to decline all available regular part time positions. A regular part time employee may elect in advance to decline all available full time regular positions.
- (c) When an occupational group has more than one classification at the same level, the least senior employee shall be the most junior among all of the classifications at that level.
- (d) A vacancy within an employee's OGL is deemed to be the junior equal (see process in 11.11.1 below) or lower, (see process in 11.11.3 below) in all applications of the displacement process.
- (e) Apprentices or Trainees are granted displacement rights into the classifications listed in the OGL of his/her terminal rated classification. An Apprentice or Trainee can displace a junior employee within his/her OGL including a Journeyperson. If an Apprentice or Trainee displaces a Journeyperson in an equal classification, the apprentice or Trainee will continue in the apprenticeship program and will be paid as per their progression schedule.
- (f) A job share position where both job share partners are junior to the displacing employee will be deemed to be a regular full time opportunity.
- (g) Seniority rights outside the Location are only exercisable in the Province by employees with seniority of two (2) years or more.

11.11.1 Equal Stream

1. At the location an employee must displace the least senior employee in an equal classification. Refusal to accept results in termination of employment. If no position is available, then;
2. Employees who have not elected a willingness to move, or who are not eligible for provincial displacements will move to the Lower Stream (11.11.2), otherwise;

3. The surplus employee who has elected a willingness to move must displace the most junior employee with less seniority in the Province. Refusal to accept results in termination of employment. If no position is available, then;
4. The employee will move to the "Lower Stream" (11.11.2).

11.11.2 Lower Stream

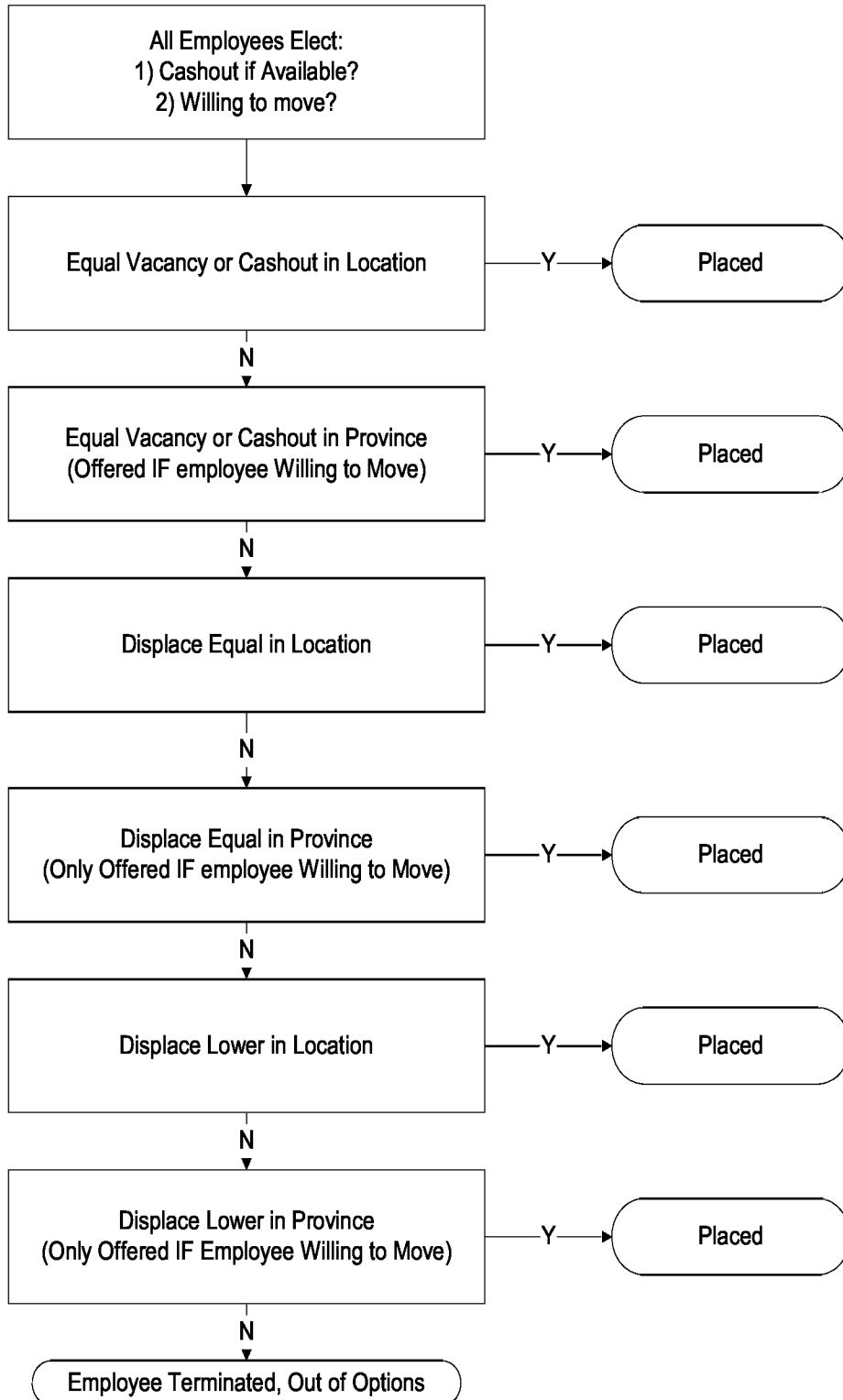
1. An employee who has elected to displace in the Lower Stream must displace:
2.
 - a) the most senior employee who has elected to voluntarily terminate if given the opportunity; or
 - b) the least senior employee in an equal classification in the Location.
Refusal to accept results in termination of employment. If no position is available, then;
3. An employee who has elected to displace into a lower classification and an employee not placed in the Equal Stream must displace:
4.
 - a) the most senior employee who has elected to voluntarily terminate if given the opportunity; or
 - b) the most junior employee with less seniority in next lower classification in his/her Location.

If no position is available, then the employee will go to lower classifications in descending order in his/her Location until placed. Refusal to accept results in termination of employment. If no position is available, then;
3. An employee who has elected a willingness to move must displace the most junior employee with less seniority in next lower classification in the Province. If no position available then the employee with go to lower classifications in the Province in descending order until placed. Refusal to accept results in termination of employment. If no position is available, then;
4. The employee is laid-off with recall rights.

11.12

Displacement Rights

Placement/Displacement Flowchart
 (This chart shall be read in conjunction with the text of the Collective Agreement)



Note that employees who are unwilling to move will skip steps where a provincial placement is sought and fall through to the next step.

- Authorized Nuclear Operators (ANO's)
- Supervising Nuclear Operators (SNO's)
- Major Panel Operators (MPO's)
- Nuclear Operators (NO's)

11.12.1

The displacement rights for Nuclear Operators will be as per Article 11, with limitations to turnover as indicated below and in 11.19(d.).

For all purposes other than 11.12.2(1) (Surplus ANO's displacing ANOIT's) Stations and Streams are as follows:

Station	Streams
Pickering	Units A, Units B, Unit O, Fuel Handling A, Fuel Handling B
Darlington	Units, Unit O, Fuel Handling, Tritium Removal Facility

NOTE

Operators displaced from the ANOIT position will return to their former stream and position.

In addition to the displacement rights identified below, these classifications will have the remainder of the OGL for the Nuclear Operator Family. Before a person in one of those classifications is forced to leave the location, he/she may elect to opt for the normal Article 11 rights with respect to the remainder of that OGL. Total closure as referenced throughout 11.12 shall mean where electricity production has ceased on a permanent basis.

11.12.2 Surplus ANO's

1. Surplus ANO(s) may elect to displace any junior operator(s) in the Authorized Nuclear Operator in Training (ANOIT) position(s). Such displacement(s) will be on a senior choice basis. Any ANO who elects to displace an operator in an ANOIT position and does not obtain an AECB authorization for that station (after being treated as any existing ANOIT would be) will be declared surplus under Article 11 with no further entitlement to displace operators in ANOIT position(s). Throughout a displacing ANO's tenure in an ANOIT position the ANO's base wages will be maintained. As set out in Mid-Term R-169 an Authorization Bonus will be paid each time they become Authorized as ANO's at a different Nuclear Station. This bonus will be equal to \$5000. A one time bonus of \$2000 will be paid for successful completion of AECB "Generals".

For the above purposes the stations are:

Pickering A	Pickering B
Darlington	

2. Limitations to Turnover - Authorized Nuclear Operator (ANO)

A. Station

If in stream displace 100% of SNO(s). If not in stream displace 15% of SNO(s).

Exception: If at Pickering displace 30% of SNO(s) in opposite Unit stream and Unit O). If at Pickering displace 30% MPO(s) in Unit O

Displace 15% of MPO(s)
Displace 100% of NO(s)

B. Location

Displace 15% of SNO(s)
Displace 15% of MPO(s)
Displace 30% of NO(s) at a station (less than total closure) providing no more than 35% of NO(s) displaced in any stream per station.
Displace 35% of NO(s) at a station (total closure) providing no more than 40% of NO(s) displaced in any stream per station.

C. Province

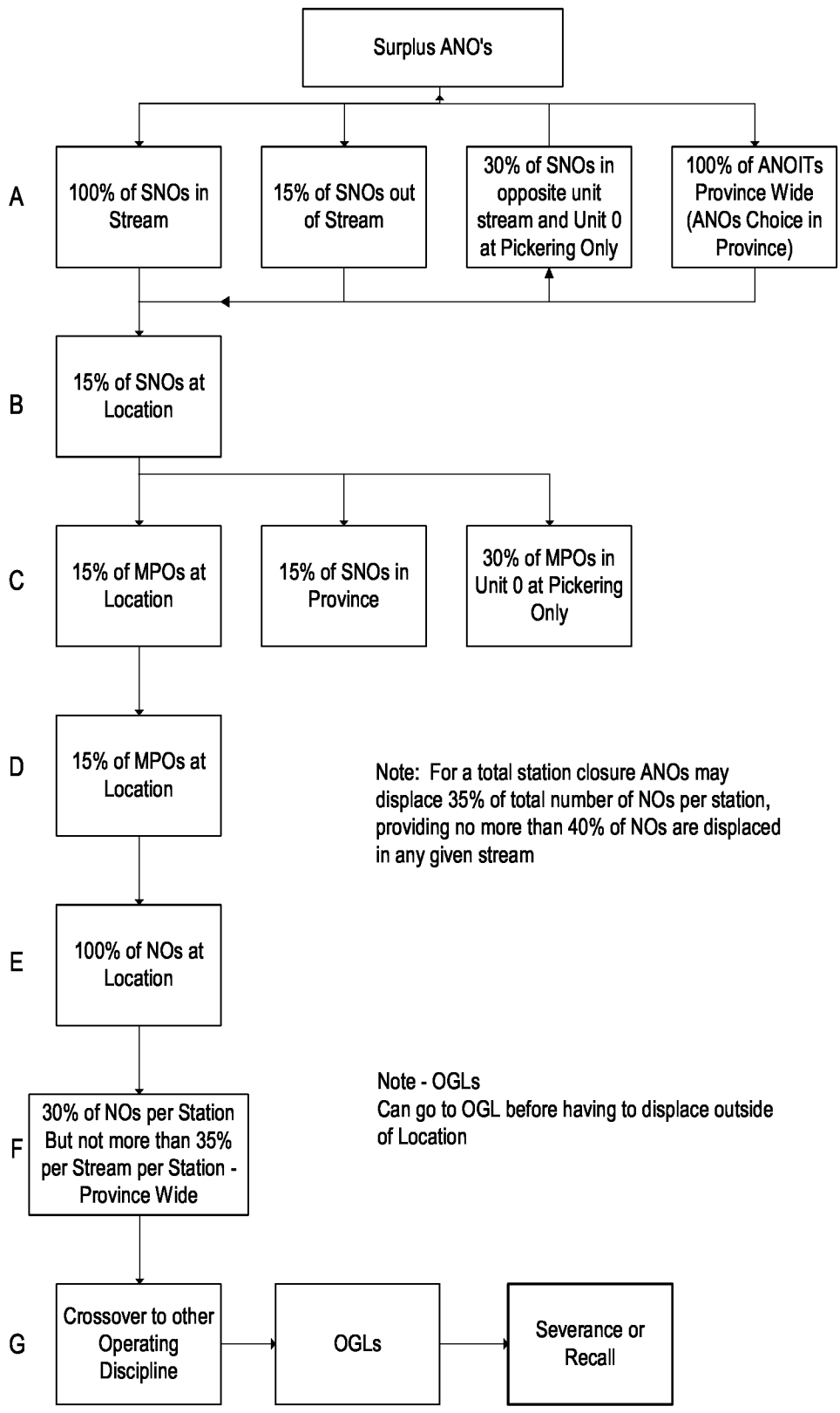
Displace 15% of SNO(s)
Displace 15% of MPO(s)
Displace 30% of NO(s) at a station (less than total closure) providing no more than 35% of NO(s) displaced in any stream per station.
Displace 35% of NO(s) at a station (total closure) providing no more than 40% of NO(s) displaced in any stream per station.

NOTE

For the purpose of determining turnover limitation upon plant closure Pickering will be deemed to be two (2) stations.

3. Displacement

- (A) If 1. is not available or selected surplus ANO(s) must displace the junior Supervising Nuclear Operators (SNO's) at the station if available.
- (B) If (A) above is not available, surplus ANO(s) must displace the junior SNO(s) in the Location (Appendix A).
- (C) If (B) above is not available, surplus ANO(s) must displace either the junior SNO's in the Province or the junior Major Panel Operator(s) (MPO's) at the station.
- (D) If (C) above is not available, surplus ANO's must displace the junior MPO's in the location (Appendix A).
- (E) If (D) above is not available, surplus ANO's must displace either the junior MPO's in the Province or the junior Nuclear Operator(s) (NO's) at the station.
- (F) If (E) above is not available, surplus ANO's must displace the junior NO's in the location (Appendix A)
- (G) If (F) above is not available, surplus ANO's must displace the junior NO's in the Province.
- (H) If (G) above is not available, surplus ANO's must displace the junior of the following:
Chemical Operator(s) below Step 4, Steam Operator(s) below Step 4,



11.12.3 Surplus SNO's

1. Surplus SNO's will be identified, notwithstanding the provisions of Article 11, by stream within a station.
2. Limitation to Turnover - Supervising Nuclear Operator - SNO's

(a) Station

If not in stream displace 15% of SNO(s)
If in stream displace 100% of MPO(s)
If not in stream displace 15% of MPO(s)
Displace 100% of NO(s)

Exception: If at Pickering displace 30% of SNO(s) across the following streams:
Unit A to Unit B and vice versa
Unit A/B to Unit O and vice versa
FHA to FHB and vice versa
FHA/B to Unit O

(b) Location

Displace 15% of SNO(s)
Displace 15% of MPO(s)

Exception: If at Pickering displace 30% of MPO's across the following streams:
FHA to FHB and vice versa
Unit A/B to Unit O
FHA/B to Unit O

Displace 30% of NO(s) at a station (less than total closure) providing no more than 35% of NO(s) displaced in any stream per station.
Displace 35% of NO(s) at a station (total closure) providing no more than 40% of NO(s) displaced in any stream per station

(c) Province

Displace 15% of SNO(s)
Displace 15% of MPO(s)

Exception: If at Pickering displace 30% of MPO's across the following streams:
FHA to FHB and vice versa
Unit A/B to Unit O
FHA/B to Unit O

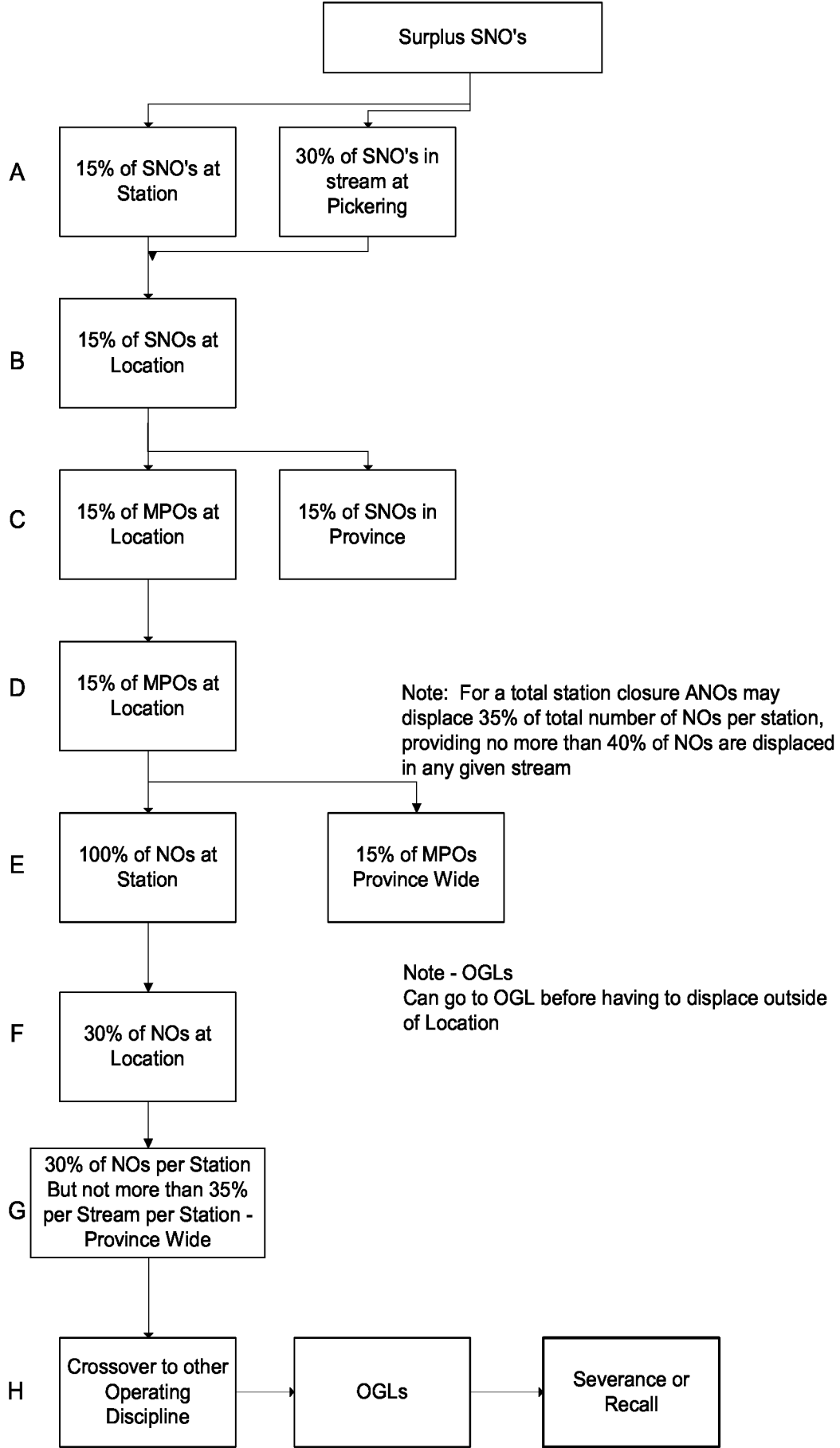
Displace 30% of NO(s) at a station (less than total closure) providing no more than 35% of NO(s) displaced in any stream per station.
Displace 35% of NO(s) at a station (total closure) providing no more than 40% of NO(s) displaced in any stream per station

NOTE

For the purpose of determining turnover limitation upon plant closure Pickering will be deemed to be two (2) stations.

3. Displacement

- (A)** Surplus SNO(s) must displace the junior SNO at the station if available.
- (B)** If (A) above is not available, SNO(s) must displace the junior SNO(s) in the Location (Appendix A).
- (C)** If (B) above is not available, surplus SNO(s) must displace either the junior SNO(s) in the Province or the junior MPO(s) at the station.
- (D)** If (C) above is not available, surplus SNO(s) must displace the junior MPO(s) at the location (Appendix A).
- (E)** If (D) above is not available, surplus SNO(s) must displace either the junior MPO(s) in the Province or the junior NO(s) at the station.
- (F)** If (E) above is not available, surplus SNO(s) must displace the junior NO(s) at the Location (Appendix A).
- (G)** If (F) above is not available, surplus SNO(s) must displace the junior NO(s) in the Province.
- (H)** If (G) above is not available, surplus SNO(s) must displace the junior of the following:
Chemical Operator(s) below Step 4, Steam Operator(s) below step 4,



11.12.4 Surplus MPO's

1. Surplus MPO's will be identified, notwithstanding the provisions of Article 11, by stream within a station.

2. Limitation to Turnover - Major Panel Operator (MPO)

(A) Station

If not in stream displace 15% of MPO(s)
Displace 100% of NO(s)

Exception: If at Pickering displace 30% of MPO(s) per stream
FHA to FHB and vice versa
FHA/B to Unit 0

(B) Location

Displace 15% of MPO(s)
Displace 30% of NO(s) at a station (less than total closure) providing no more than 35% of NO(s) displaced in any stream per station.
Displace 35% of NO(s) at a station (total closure) providing no more than 40% of NO(s) displaced in any stream per station.

(C) Province

Displace 15% of MPO(s)
Displace 30% of NO(s) at a station (less than total closure) providing no more than 35% of NO(s) displaced in any stream per station.
Displace 35% of NO(s) at a station (total closure) providing no more than 40% of NO(s) displaced in any stream per station.

NOTE

For the purpose of determining turnover limitation upon plant closure Pickering will be deemed to be two (2) stations.

3. Displacements

(A) Surplus MPO(s) must displace the junior MPO(s) at the station if available.

(B) If (A) above is not available MPO(s) must displace the junior MPO(s) in the Location (Appendix A).

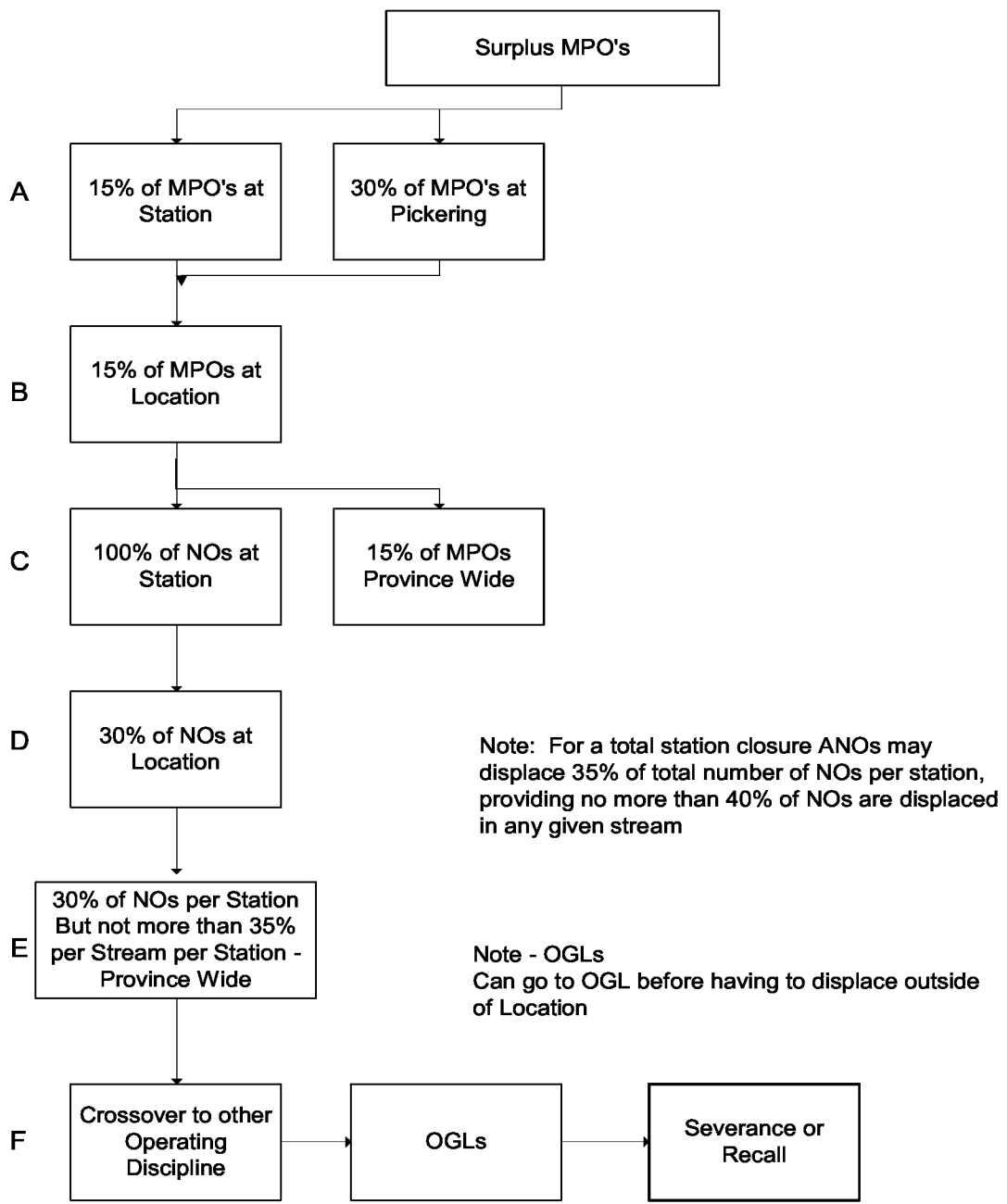
(C) If (B) above is not available surplus MPO(s) must displace either the junior MPO(s) in the Province or the junior NO(s) at the station.

(D) If (C) above is not available the surplus MPO(s) must displace the junior NO(s) in the location (Appendix A).

(E) If (D) above is not available the surplus MPO(s) must displace the junior NO(s) in the Province.

(F) If (E) above is not available the surplus MPO(s) must displace the junior of the following:

Chemical Operator below Step 4, Steam Operator below Step 4, APOIT below Step 4



11.12.5 Surplus NO's

1. Surplus NO's will be identified, notwithstanding the provisions of Article 11, by stream within a station.

2. Limitation to Turnover - Nuclear Operator (NO)

(A) Station

Displace junior NO(s)

(B) Location

Displace 30% of NO(s) at a station (less than total closure) providing no more than 35% of NO(s) displaced in any stream per station.

Displace 35% of NO(s) at a station (total closure) providing no more than 40% of NO's displaced in any stream per station.

(C) Province

Displace 30% of NO(s) at a station (less than total closure) providing no more than 35% of NO(s) displaced in any stream per station.

Displace 35% of NO(s) at a station (total closure) providing no more than 40% of NO's displaced in any stream per station.

NOTE

For the purpose of determining turnover limitation upon plant closure Pickering will be deemed to be two (2) stations.

3. Displacements

(A) Surplus NO(s) must displace the junior NO(s) at the station if available.

(B) If (A) above is not available NO(s) must displace the junior NO(s) in the Location (Appendix A).

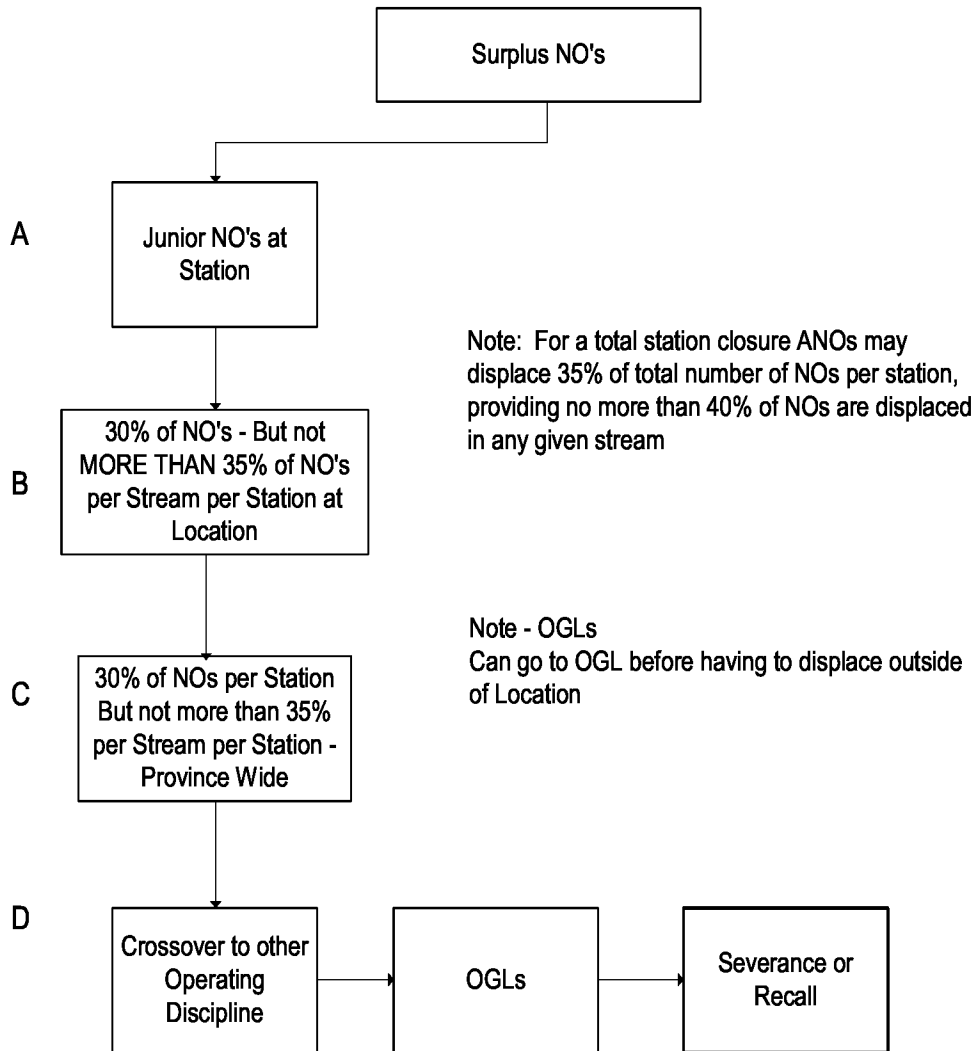
(C) If (B) above is not available surplus NO(s) must displace the junior NO(s) in the Province.

(D) If (C) above is not available surplus NO(s) must displace the junior of the following:

Chemical Operator below Step 4, Steam Operator below Step 4,

11.12.6 Operator Cross Over Point

The crossover points for Chemical and Steam Operators are as contained in the Jointly Agreed to Operator Occupational Group Listings (OGL).



11.13 Displacement and Recall Rights

The following sets out in full, the displacement, recall and severance rights, if any, for Security Staff, Probationary, Regular-Seasonal-A and Regular-Seasonal-B.

11.13.1 Security Staff

The displacement rights for regular, regular seasonal-A, regular-seasonal-B or probationary security staff will be as follows:

1. A regular or probationary employee will displace the junior employee in an equal classification at the same site.
2. If 1. above is not available, a regular or probationary employee will displace the junior employee in the next lower classification in descending order at the same site.
3. If 2. above is not available, a regular, probationary or a regular-seasonal-A employee can displace a temporary employee in an equal or lower classification in his/her occupational group at the same site.
4. If 3. above is not available, a regular, probationary or a regular-seasonal-A employee can displace an agency employee in an equal or lower classification in his/her occupational group at the same site.
5. If 4. is not possible, the employee is laid off with recall and severance options.

Regular security staff shall be entitled to recall as per 11.18 except that recall shall be limited to their location for equal and lower classifications within their OGL's.

Severance pay shall be paid in accordance with 11.15.

11.13.2 Probationary Employees

1. A probationary employee will displace the junior employee of lesser seniority in the next lower classifications in their OGL in descending order within his/her worksite/centre.
2. If 1. is not available, a probationary employee can displace a temporary employee in an equal or lower classification in his/her occupational group within his/her worksite/centre.
3. If 2. is not available, a probationary employee can displace an agency employee in an equal or lower classification in his/her occupational group within his/her line of business in head office or within his/her worksite/centre outside of head office.
4. If 3. is not possible, employment is terminated.
5. Probationary employees shall not be entitled to recall rights or severance pay.

11.13.3 Regular Seasonal-A

1. A Regular Seasonal-A employee can displace a temporary employee in an equal or lower classification in his/her occupational group within his/her worksite/centre.
2. If 1. above is not available, a regular seasonal-A employee can displace an agency employee in an equal or lower classification in his/her occupational group within his/her worksite/centre.
3. If 2. above is not available, employment is terminated.
4. Regular seasonal-A employees shall be entitled to recall to temporary positions for a period of three years from the date of last termination.
5. A regular seasonal-A employee shall be entitled to recall to their Location, provided they have at least 24 months accumulated service.
6. To be recalled the employee must have filed a written request with the Company prior to March 1 of each year.
7. A person who is recalled by the Company shall be personally contacted when possible. Failing this contact a recall notice shall be forwarded by registered mail addressed to the last known address that he/she has recorded with his/her human resources manager. They shall be obliged to advise his/her supervisor of his/her intention to return to work within three working days and shall be available for work within five working days after receipt of recall notice.
 - (a) Except in case of sickness, failure to be available for work within five days of issuance of the recall notice shall make him/her ineligible for any further recall.
 - (b) It shall be the person's sole responsibility to inform the Union and the personnel manager in writing of any change of address. The Union will be notified in writing when persons are recalled to vacancies.
8. The Company shall notify the employee in writing at time of termination of the recall procedure. If the employee is not considered suitable for recall they shall be notified in writing and a copy of this letter shall be given to the employee's **Principal Steward**. Upon request the Company will provide the employee with the reasons why they are not considered suitable for recall.

9. The Company may hire a temporary employee for a period not exceeding one month without using this recall procedure.
10. Summer students both secondary and post secondary levels have no rights to this recall procedure.
11. A Recall List from each work Location for regular-seasonal-A employees shall be provided to the **Principal Steward** concerned.
12. Regular seasonal-A employees shall not be entitled to severance pay except in the case of permanent layoff. When permanently laid off severance pay will be calculated on actual time worked.

11.13.4 Regular-Seasonal-B

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

11.14 Permanent Location Closings

There will be no permanent displacements or moves into a worksite/centre which has been identified as a worksite/centre to be closed permanently during the 18 month period following notice of layoff/termination.

11.15 Severance Pay

Severance payments satisfy all employer obligations for notice and severance pay under the provision of the Employment Standards Act and the regulations including those applicable to mass termination.

- (a) An employee receiving severance pay waives any other rights under Article 11.
- (b) An employee may direct all or a portion of his/her payment into an RRSP up to the amount permitted by law. The employee shall provide the Company with the TD2 Form directing the payment into his/her RRSP.
- (c) An employee entitled to severance pay under 11.15 may elect to take a lump sum severance payment, or severance may be divided into two (2) equal instalments, the first on the date of termination and the second on or about January 15 of the following year. Severance will be calculated in accordance with the following:
 - (i) For Employees who have elected to voluntarily terminate if given the opportunity, subject to statutory deductions:
 - five months base pay, plus;
 - 4 weeks base pay per year of service, (payments for incomplete years of service will be pro-rated)
 The combined total of the above not to exceed 104 weeks
 or
 - An amount which equals base pay from the end of the notice period until the end of the month in which the employee reaches his/her 65th birthday.
 - (ii) For Employee's who have not elected to voluntarily terminate if given the opportunity, and who have not refused a position offered under 11.10 or 11.11, subject to statutory deductions an amount which is the lesser of:
 - 3 weeks' base pay per year of service up to a maximum of 78 weeks' base pay (payments for incomplete years of service will be pro-rated); or

- An amount which equals base pay from the end of the notice period until the end of the month in which the employee reaches his/her 65th birthday.
- (iii) Reduced severance on refusing a position. An employee who refuses to accept a position under Article 11.10 or 11.11 where the new classification is within two (2) salary grades for job evaluated positions or within 10% for others, the employee will be terminated and shall have no recall rights under Article 11.18, and will not be eligible to delay their termination per 11.15(f). Severance, subject to statutory deductions, will be an amount which is the lesser of:
- Two weeks' base pay per year of service up to a maximum of 52 weeks' base pay (payments for incomplete years of service will be pro-rated); or
 - An amount which equals base pay from the end of the notice period until the end of the month in which the employee reaches his/her 65th birthday.
- (iv) In cases where an employee refuses to accept a position where the new classification provides either a reduction of base wages of two (2) or more salary grades for job evaluated positions or in excess of 10% for others, the employee will receive severance pay pursuant to 11.15(ii).
- (d) For purposes of clarification at any time during the three (3) year recall period, a laid off employee may opt for his/her full severance entitlement, once this election is made all recall rights will cease.
- (e) For regular part-time employees severance payments shall be pro-rated.
- (f) Employees who are accepted for severance will be terminated on the date of termination/layoff identified in the initial notice. The only exception to this are employees who 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:
- Twenty-Five (25) years service
 - Rule of 82
 - Or Age 65
- Employees who avail themselves of this option will have their severance reduced by the amount of time elapsed between the date of termination/layoff identified in the initial notice and their actual termination date.

11.15.1 Benefit Continuance/Tuition/Outplacement Services

A surplus employee who takes severance pay and terminates his/her employment is entitled to:

- i) coverage under the Company's Health and Dental Plan for a period of six (6) months from the date of termination of employment or until the commencement of alternate employment whichever occurs first;
- ii) reimbursement for tuition fees and other associated expenses up to a maximum of \$5000.00 upon production of receipts from an approved educational program within 12 months of his/her termination;
- iii) outplacement services; the Company will determine the level of service and the service provider.

11.16 Failure to Report to Assigned Positions

In the event that an employee declines an assigned position and is terminated, or does not displace into a job occupied by another employee, or terminates after displacing another employee, the Company may reverse the displacement and leave the employee who would have been displaced in his/her job or return the displaced employee to his/her job. In all instances as described above the terminating employee will be entitled to severance pay in accordance with the appropriate sections of this Article.

Any vacancy which results from such a reversal will be filled by moving the previous incumbent back to his/her job. In other words, the chain of bumps (i.e., the displacement thread) caused by the initial reversal will be reversed except in circumstances set out below.

Where an employee has relied to his/her detriment on the announced relocation, and would be prejudiced by revocation of the displacement, the employee will not revert to his/her original position. Where the Company would be prejudiced, the employee will not revert to his/her original position even if the employee does not object.

The declining of an assignment will not require the Company to re-do the Article 11 process.

11.17 Selection to Vacancies

After the end of this freeze period all positions which remain unfilled and any new vacancies which arise shall be posted under Article 10. Applications from employees who are to be laid off shall be given fair and objective consideration for vacancies during the period before the layoff occurs in the event that the vacancy is not filled pursuant to the Article 10 process. Employees who, prior to being laid off, applied for vacancies continue to be entitled to fair and objective consideration for those vacancies after lay-off. If selected to a vacancy posted prior to the date of layoff, the employee is eligible for moving expenses under Article 11. Among successful applicants seniority shall govern selection where all other factors are relatively equal.

11.17.1 No person outside the Union's jurisdiction will be selected to a vacancy commencing with the issuance of the notice of termination/layoff pursuant to 11.5 until:

- (i) All qualified PWU members are selected, includes persons on the recall list, and,
- (ii) All PWU applicants entitled to fair and objective consideration are selected pursuant to 11.17.

11.18 Recall

1. Laid off employees who do not receive severance payments shall have recall rights.
2. Employees who are laid off will be entitled to recall to classifications in their OGL for a period of three (3) years from the date of his/her layoff. Recall lists will be maintained province wide.

If a person is recalled within one year of the date he/she was laid off, entitlement to vacation credit, seniority, and sick leave credits shall be the same entitlement as on the day of termination less any vacation allowance received at termination.

If a person is recalled during the second or third year after layoff, he/she shall be treated as a new employee for all purposes. Service credit will be restored in accordance with Part A, Item 5.3.

Reinstatement in the pension plan shall be in accordance with the pension regulations.

3. A person who is recalled shall be personally contacted by the Company where possible. Failing this contact, a recall notice shall be forwarded by registered mail addressed to the last known address that he/she has recorded with his/her Human Resources Manager. They shall be obliged to advise his/her supervisor of the intention to return to work within five (5) working days and shall be available for work within ten (10) working days after receipt of the recall notice.

NOTE

- (i) It shall be the employee's sole responsibility to inform the Union and the Human Resources Manager in writing of any change of address. The Union will be notified in writing when employees are recalled to vacancies.
 - (ii) Except in the case of sickness, failure to be available for work within ten (10) days after the receipt of recall notice shall make him/her ineligible for any further recall.
4. Except as noted later in this paragraph, if an employee refuses recall to a regular full time equal position or lower position at the location level he/she will be removed from the recall list and be entitled to reduced severance pay in accordance with 11.15 (iii). In cases where an employee refuses to accept recall to a position where the new

classification provides either a reduction of base wages of two (2) or more salary grades for job evaluated positions or in excess of 10% for others, the employee will remain on the recall list. Refusal to accept recall to any position outside the Location will not result in loss of recall rights.

5. At any time during the three (3) year recall period, a laid off employee may opt for his/her full severance pay entitlement. Once this election is made all recall rights will cease.
6. If at the end of the three (3) year recall period an employee has not been recalled or has not elected to receive severance pay, he/she will automatically receive the full severance pay entitlement.
7. An employee who is laid off and does not elect to accept severance payment shall be entitled to receive:
 - i) coverage under the Company's Health and Dental Plan for a period of six (6) months from the date of commencement of layoff or until the commencement of alternate employment whichever occurs first; and
 - ii) reimbursement for tuition fees and other associated expenses up to a maximum of \$5000.00 upon production of receipts from an approved educational programme within 12 months of his/her layoff; and
 - iii) outplacement services; the Company will determine the level of service and the service provider.
8. Persons on the recall list will be recalled for vacancies contained in their OGL's which are posted as per Article 10 and 11.17 prior to the selection of candidates to whom they are senior.
9. People on recall will have the first priority on a seniority basis for temporary positions in their OGL arising at their location which were not filled by any displacements. Where such a temporary position also represents a recall opportunity for a regular seasonal-A, the position will be offered on seniority.

11.19 Limitations to Turnover

- (a) A maximum of 51 percent (51%) of employees in a classification in a worksite/centre may be displaced during any 12-month period. Where there is only one employee in the classification in the site/centre he/she may be displaced.
- (b) The limitation to turnover (51%) will apply to all personnel within a classification within a worksite/centre regardless of assignment to day work or shift work.
- (c) Notwithstanding the above, where the classification is found in more than one line of business in a work centre, not more than 75% in the classification in a line of business in a work centre may be displaced during any 12 month period.
- (d) Where employees displace to vacant positions such vacancies will not be counted as part of the percentages applied to limitation to turnover.
- (e) In the case of Nuclear Operators limitations to turnover will be as set out in 11.12.

NOTE

This section does not apply to security staff.

11.20 Wage Maintenance

When an employee displaces another employee and is reclassified to a lower-rated position, or when an employee is selected to a lower rated vacancy pursuant to 11.16 they will receive wage maintenance. His/her wage rate will be adjusted downward in accordance with the following:

- (a) Employees with two or more years' service will have their rate frozen for a period of three months at which time a two percent reduction in rate will take place. Subsequent reductions of two percent (2%) will take place annually thereafter until the maximum rate for the lower rated job is reached.
- (b) Employees with less than two years' service will have their rate frozen for a period of three months, after which time their rate will be adjusted to the maximum rate for the new job.

11.21 Moving Expenses

Where an employee is entitled to receive moving expenses, as a result of being placed in a vacancy, cashout hole, or displacing an employee, the amount of expenses will be in accordance with Part A, Item 24. Such moves will be treated as Company-initiated moves.

Except as is provided for in 11.17, the Company will not be required to pay moving costs of an employee who is recalled from layoff.

ARTICLE 12 PURCHASED SERVICES AGREEMENT

12.0 SCOPE

This Article has been 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 a value and benefit to the employee, the co-operation and the customer if:

- There is a greater involvement by employees in the decision-making process.
- There is an improved understanding as to why purchased services are used.
- Employment security is enhanced by a productive, healthy, and cost effective organization.
- Union 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.

12.1 ASSIGNMENT OF WORK

12.1.1 Philosophy

It is the Company's intent to use regular staff to perform most of its work of a continuing nature. Furthermore, the Company will strive to provide regular staff with stability of employment.

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

12.1.2 Principles

The following principles apply to the relationship between the Company and the Union and the work performed by Union members.

- (a) We will within the Company 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 and by its ultimate impact on our customers.
- (c) We will do most work of a continuing nature with Company employees.
- (d) We will determine when work is to be done by non-PWU members through a joint decision making process and the results of these decisions will be a joint responsibility.
- (e) We will ensure that the impact of these decisions on continuous employment is minimized.
- (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.

12.2 DECISION PROCESS

12.2.1 Responsibility for Decisions

The persons who are responsible for applying the decision process are the Company representative with the appropriate decision authority and the Union representative designated by the Union Executive. It is recognized that a given decision may require the involvement of more than these two persons.

Subject to 12.2.6 and 12.3.2(c) below, decisions to use purchased services will be made on a consensus basis. Both parties must consider all relevant criteria with the mutual goal of selecting the most effective option.

The decision makers are responsible for making timely decisions and for the decision itself.

12.2.2 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 Union. 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.

12.2.3 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.

12.2.4 Alternatives

The parties will consider such alternatives as, do the work internally; 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.

Compliance with Article 12.2.4 during an outage does not require the company to reassign, redeploy, step-up and/or upgrade employees actively employed in core maintenance work.

12.2.5 Evaluation

The parties will evaluate the alternatives considering the impact on the customer, employees and the business. Such criteria as reliability of service to the customer, customer responsiveness, community impact, Company relations impact, job continuity, 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.

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.

12.2.6 Establishment of Thresholds

The establishment of the threshold is designed to remove from the process on a case by case basis certain issues relating to purchased services. The threshold will operate in such a way as to allow flexibility in local decision making. Any decisions regarding what is below the threshold will be non-precedent setting.

If there is a dispute with the union on whether the proposed purchased service is permitted by the threshold and there is no consensus, and if it makes sense in the circumstances the dispute will be resolved before the purchased service occurs. Lack of agreement on obtaining an advance resolution will not preclude the work from being performed, neither will it preclude the matter from being resolved under the 12.2.7 process.

The guidelines to determine whether a purchased service is below the threshold are as follows:

- subject matter lacking in substance; or
- any consequences are relatively insignificant; or
- where the nature or consequences of the work which represents a purchased service is remote from work currently performed by the PWU on a continuing basis. For purposes of clarity, this does not mean geographically remote; or
- emergencies; or
- any work performed under a manufacturer's warranty, except where the manufacturer authorized the Company to do the work.
- Work being done for **AMEC NSS** by **Kinectrics** and **New Horizons** at the point each company is spun off from **AMEC NSS** and work of the same nature done by these companies in the future, so long as the Union continues to represent the employees of these companies.

Except in the case of an emergency, failure by the Company to supply the Union with the following information by fax or as otherwise agreed will result in the work in question being deemed to be above threshold. (In the case of emergency such decisions to use purchased services will be subject to the same information requirements, review and dispute resolution as non-emergency cases).

The Company will notify the Union of the:

- Value of Work as reflected in Tender/Contract/Bid or Estimate Documents
- Scope of the Work
- Location of Work
- Estimated Date of Commencement and Duration of the Work

Except in the case of emergency, after receipt of the above information regarding the work the union shall have three (3) working days to request an opportunity to discuss the proposed purchased service, failing which the proposed purchased service will be deemed to be below threshold.

The parties will make themselves available for discussion within three (3) working days of the request for a discussion.

Upon request, once the work has been performed the Company will provide the Union with the details of the final contract costs.

- (a) Threshold grievances will be completed by the **Principal** Steward responsible for the PSA and presented to the line management person responsible for the work in question.
- (b) Line management must respond in writing to the grievance citing its position within 48 hours (as is required with all other grievances). Both parties should endeavour locally to complete a Record of Discussion form or an agreed statement of fact sheet.
- (c) The PWU office will assign a grievance number. Copies of the completed grievance and associated fact sheets or Records of Discussion forms should be sent to the PWU office and Labour Relations - Corporate Human Resources.
- (d) Grievances will be referred to Arbitration and scheduled through joint agreement between Labour Relations - Corporate Human Resources and the PWU office.
- (e) If it makes sense to do so, local discussions may take place with a view to resolving the threshold grievance up to the arbitration date.

12.2.7 Dispute Resolution Process

- (a) Mr. Teplitsky shall be appointed as Facilitator to 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) Any dispute between the parties relating to whether this Article applies to any decision to use purchased services or if a purchased service falls within the categories set out in 12.2.6 will be determined in an expedited manner by the facilitator whose decision shall be final and binding.
- (c) The Union 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. This applies to all cases including threshold cases.

12.3 JOINT RESOLUTION COMMITTEE

12.3.1 Purpose

The purpose of this Joint Committee is to resolve disagreements, on a consensus basis in a timely and expeditious manner, as to whether proposed purchased services which are above threshold above may proceed. In its deliberations, the committee will consider the factors in items 12.0, 12.1 and 12.2.

Prior to a meeting of the Joint Committee, the Company will provide the Union with the following information related to the proposed PSA:

- 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 PSA;
- 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.

12.3.2 Membership

The membership of the Joint Committee shall be as follows:

- (a) The facilitator Mr. Teplitsky who shall act as Chairperson;
- (b) One management and one union representative plus additional resources as required.

- (c) In the event of the parties not being able to reach a consensus decision the facilitator will have the power to make decisions. Mr. Teplitsky will have the authority to make such orders as he deems appropriate to give full affect to his decision(s) and to deal with any consequences his decision(s) might have in the workplace.
- (d) Where either party wishes to proceed with a Purchased Services discussion which is above threshold, the parties will endeavour to complete discussion within 10 days of notice to the union in the prescribed form and that full resolution, including review by the JRC, will occur within 30 days of notification.

12.4 APPLICATION OF THIS ARTICLE

12.4.1 The parties will jointly develop and maintain an operating plan consistent with the provisions of this Article. Such plans will be approved by the appropriate Company official and the Power Workers' Union Vice President. Failure to jointly develop an operating plan will not adversely affect either party's rights under the provisions of this Article.

These operational plans will include:

- An approach for the development and delivery of joint training of decision makers
- An identification of the type of contracts that are not subject to an in-depth review.
- A guideline for a time table on how often contracts of a recurring nature must be reviewed under this Article.
- A process for joint review of potential contracts which involve work normally performed by PWU represented employees and other stakeholders.
- A process and a time frame for decision making.
- An internal process for dispute resolution.

12.4.2 Management and Union representatives may choose to jointly review the application of their operating plan and determine the need for changes at any time over the life of this agreement.

12.4.3 Until March 31, 2010, Article 13, Article 14, Mid-Term Agreement PW-2 Contracting Out, PW-46-1, PW-46-1 Appendix A, and Mid-Term Agreement PW-12 Future Agency Employees are suspended. Item 12.1 of this Article will apply to decisions regarding the use of agency employees.

ARTICLE 12 – APPENDIX A

The provisions in this Appendix and Article 12.3.2 (c) are to be applied to those situations where employees are given surplus status as a result of a joint or arbitrated decision to use purchased services to do the work normally performed by the affected employees. The definitions contained in Articles 10 and 11 will also apply to this Appendix.

1.0 JOINT EMPLOYMENT SECURITY COMMITTEE

The function of the Joint Employment Security Committee is to resolve disputes regarding the appropriate application of this Appendix.

The committee will consist of six regular members, three representing the Union and three representing the Company. Two additional members from each party may be added from a work unit affected by the surplus situation under consideration. Meetings may be called by either party.

In all disputes referred to the committee for settlement, the committee's decision will be final and binding on both parties.

In the event that the Joint Employment Security Committee is unable to resolve a dispute, it will be referred to Mr. Teplitsky. The intention of both parties is to have a speedy resolution of the dispute. Verbal decisions which will be confirmed by a written decision will be acceptable and all decisions are final and binding on both parties.

2.0 EMPLOYMENT SECURITY

The provisions of this Appendix will apply to a regular employee with two (2) or more years' seniority who becomes surplus from his/her position as a result of contracting out the work normally performed by that employee. The effect of decisions to use purchased services on PWU members will be minimized by accommodating required staff reductions wherever possible by attrition, transfer to other jobs or retraining. Redeployment/career counselling will be made available to affected staff when they are notified of their surplus status. Training and career options will be discussed and incorporated into the redeployment plan. Reasonable training and educational leave will be applied as appropriate. The provisions of this Article will not apply to regular-seasonal employees.

The definitions contained in Articles 10 and 11 will also apply to this Appendix.

For the purposes of determining if the employee has sufficient seniority to qualify for this Appendix, his/her seniority will be counted up to the surplus date.

2.1 Surplus Identification

When a decision to contract out results in a surplus in a classification in any work site the least senior employee in that classification in the work site shall be identified as surplus. Such employees will be able to apply for vacancies as per Article 10.

2.1.2 If an employee with five (5) or more years seniority has not been selected to a vacancy within one (1) year after the surplus date, or an employee with two (2) years but less than five (5) years' seniority has not been selected to a vacancy within sixteen (16) weeks after the surplus date, he/she will be given displacement rights as contained in Article 11 and all other terms and conditions of Article 11 will apply. At this time all other provisions of Appendix A will cease to apply.

2.1.3 The one (1) year period for employees with five or more years' seniority and the sixteen week period for employees with two or more but less than five years' seniority is designed to allow employees not selected to vacancies to avail themselves of the retraining and reskilling opportunities outlined in 2.0 prior to any displacement as per Article 11.

2.2 Wage and Salary Treatment

2.2.1 Seniority - Five Years or More

The employee's grade and progression step shall be maintained and negotiated increases shall apply for one (1) year from the surplus date regardless of placement. If the employee accepts a vacancy in a lower-rated classification his/her dollar rate shall be frozen at the end of the one (1) year until the rate for the classification equals the employee's dollar rate, at which time the normal wage and salary treatment shall apply.

2.2.2 Seniority - Two Years - Less than Five Years

The employee's grade and progression step shall be maintained and negotiated increases shall apply for sixteen (16) weeks from the surplus date regardless of placement. If the employee accepts a vacancy in a lower-rated classification his/her dollar rate shall be frozen at the end of sixteen (16) weeks for a period of three (3) months at which time a four percent (4%) reduction in rate will take place. Subsequent reductions of four percent (4%) will take place annually thereafter until the maximum rate for the lower-rated job is reached.

2.3 General Conditions

2.3.1 Notwithstanding the provisions of this Article an employee who is within five years of normal retirement or within five years of eligibility for undiscounted pension when faced with displacement or layoff, with joint agreement may be given special consideration for work site protection/preference.

Notwithstanding the provisions of this Article, the parties may make special arrangements for employees who are disabled to the extent that alternative employment would be difficult to find.

2.4 Moving Expenses

Prior to Article 11 applying, an employee who is identified as surplus as per this Appendix and is required to relocate his/her residence shall receive moving expenses in accordance with the provisions of Part A, Item 24. Such moves will be treated as Company-initiated moves.

ARTICLE 13 EMPLOYMENT SECURITY PLAN⁷

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13.0 PURCHASED SERVICES

During the term of this Collective Agreement, no regular employee will be declared surplus in his/her position as a result of the use of purchased services to perform the work normally performed by that employee.

13.1 Employment Security

Numerous factors may affect the nature and methods of accomplishing work. Changes in work patterns cannot be prevented but the effect of such changes on regular employees should be minimized as much as possible. The effect of such changes on PWU members will be minimized by accommodating required staff reductions wherever possible by attrition, transfer to other jobs or retraining rather than layoff.

The provisions of this Article will apply to a regular employee (including those covered by Part 'E', Construction Technical, Item 6.0) with five or more years' seniority who becomes surplus from his/her position as a result of contracting out the work normally performed by that employee. The provisions of this Article will not apply to regular-seasonal employees.

Employees who become surplus for reasons other than contracting out will be entitled to Article 11 as applicable.

The definitions contained in Articles 10 and 11 will also apply to this Article.

For the purpose of determining if the employee has sufficient seniority to qualify for Article 13, his/her seniority will be counted up to the surplus date.

13.2 Joint Employment Security Committee

The function of the Joint Employment Security Committee is to resolve disputes regarding the appropriate application of Article 13 versus Article 11.

The committee will consist of six regular members, three representing the Union and three representing the Company. Two additional members from each party may be added from a work unit affected by the surplus situation under consideration. Meetings may be called by either party.

In all disputes referred to the committee for settlement, the committee's decision will be final and binding on both parties.

⁷ This Article is suspended for the term of this agreement.

In the event that the Joint Employment Security Committee is unable to resolve a dispute, it will be referred to an expedited arbitration process. The intention of both parties is to have a speedy resolution of the dispute. A list of arbitrators will be agreed upon who are prepared to meet on short notice (within seven days) and to render a decision within 14 days. Verbal decisions will be acceptable and all decisions are final and binding on both parties.

13.3 Application

When a surplus is identified in a classification in any location, the least senior employee in the surplus classification in the location shall be declared surplus.

Employees will be notified, in writing, a minimum of three months in advance of their surplus date. A copy of the notice shall be sent to the PWU **Sector 1 Vice President**.

13.4 Selection

The criteria for selection of qualified applicants will be in accordance with Article 11.4.2 and are repeated here for ease of application.

The following selection criteria apply to vacancies in equal- and lower-rated classifications:

1. For non-supervisory vacancies, the senior qualified surplus regular employee applicant will be selected.
2. Selections to supervisory positions will continue to be governed by Article 10.1.3A except when the vacancy is in the same classification as the surplus employee in which case the senior surplus applicant shall be selected.
3. If a surplus applicant is selected to a vacancy he/she must render his/her decision within three working days of the offer being made. Failure to do so will be considered a rejection of the offer and will not affect his/her further treatment under this article.

When there are no qualified surplus applicants, management will assess the capability of the surplus applicants to become qualified in a reasonable period of time. Management will select from among those assessed to be qualifiable in a reasonable period of time.

Employees covered by this plan will be given surplus priority consideration from the date of notification until eleven months after the surplus date. The selection priority will be the same as detailed in Article 11.4.3 which are repeated here for ease of application.

The following applies for equal and lower rated vacancies.

Each category will be considered independently and in the order indicated.

1. Surplus employees represented by the PWU and surplus managerial services employees⁸.
2. Employees who were required to displace someone in a lower classification as a result of being surplus and who were previously in the classification that is now vacant.
3. Persons on the recall list whose occupational group contains the vacant classification.
4. As per Article 10.

⁸ Managerial services employees in this context means employees paid from salary schedule 16 with the following exceptions: security guards, fire and safety inspectors, first aid attendants, and project medical attendants.

13.5 Wage and Salary Treatment

The employee's grade and progression step shall be maintained and negotiated increases shall apply for one year from the surplus date or until the date the employee accepts a vacancy whichever comes first.

If the employee accepts a vacancy in a lower-rated classification, his/her dollar rate shall be frozen until the rate for the classification equals the employee's dollar rate, at which time the normal wage and salary treatment shall apply.

13.6 Displacement

If the employee has not been selected to a vacancy/placement opportunity within one year after the surplus date he/she will be given displacement opportunities available in Article 11 and all other terms and conditions of Article 11 will apply, except for Article 11.4.

All other provisions of Article 13 will cease to apply.

13.7 General Conditions

An employee who is within five years of normal retirement or within five years of eligibility for undiscounted pension or an employee who is disabled to the extent that alternate employment will be difficult to obtain, may by agreement between the Company and the Union, be given special consideration when faced with displacement.

One year's additional seniority shall be allowed stewards for the determination of which employees are surplus within the electoral unit of the steward.

An employee who is assigned temporary duties or who accepts a vacancy will assume the working conditions of the position.

A surplus employee who is required to relocate his residence, shall receive moving expenses in accordance with the provisions of Part 'A', Section 24.0. Such moves will be treated as the Company initiated moves.

ARTICLE 14 EMPLOYMENT SECURITY AND WORK ASSIGNMENT⁹

14.0 It is the Company's intent to use regular staff to perform most of its work of a continuing nature. Furthermore, the Company will strive to provide regular staff with stability of employment.

The Working Paper on Staffing and Employment dated March 15, 1985 states Management's intentions with regard to continuity of employment for regular staff and proportions of work expected to be undertaken by regular staff. For at least the term of this Collective Agreement, the Company will not reduce the stated proportions of work to be done by regular staff.

At the end of each six-month period commencing January 1987, the Company will prepare a statement showing the proportions of work done by regular staff and make this information available to the PWU.

It is understood that the Working Paper on Staffing and Employment, as distinct from the terms of the above provisions, does not form part of the Collective Agreement and is not subject to the grievance and arbitration process.

14.1 Work Assignment

1. It is understood that the assignment of work to purchased services does not convey a right to such work in the future, nor does it create any precedent with respect to future assignment of such work to purchased service employees by the employer.

⁹ This Article is suspended for the term of this agreement.

2. It is agreed between the parties that no more than 450 of the Company tradespersons will be assigned by the Company at any one time under the EPSCA Maintenance Assist agreement to perform work for the Company. The Company agrees to inform the Union of the number of Company tradespersons assigned under the EPSCA Maintenance Assist agreement on a monthly basis.

ARTICLE 15 SUCCESSOR RIGHTS

The employer agrees that it will not directly or indirectly request government to exempt the Company or the Union from the successor rights provisions of the applicable labour relations legislation.

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.

ARTICLE 16 DURATION OF THE AGREEMENT

This agreement shall come into effect as of the 1st day of April **2006**, and shall remain in effect until the 31st day of March **2010**, and thereafter from year to year unless terminated by written notice given by one of the parties to the other within a period of not more than two months, but not less than one month prior to the anniversary date.

In the event that either party desires to amend the Agreement but not to terminate the same, either party may, by notice in writing not more than 90 days and not less than 30 days before the anniversary date, serve notice of the proposed amendments and both parties shall thereupon commence to negotiate in good faith with a view to arriving at an agreement on the proposed amendments and all provisions of the Agreement, other than those proposed to be amended, shall continue in full force and effect.

ARTICLE 17 Decontrol

1. In this Article, decontrol shall mean any sale, lease, transfer or any other transaction between the Company and any other entity, by virtue of which the control over any part of the Company's business or assets becomes held by such other entity and the Company's employees become employees of a new employer.
2. The Company recognizes the importance of securing for employees opportunity for continuing employment with successful bidders and are committed to securing such opportunity for employees in a facility to be decontrolled.

The PWU and the Company will, prior to a new employer commencing operations, ask employees employed at the station to state their intention to continue employment with the new employer.

The Company and the Union agree that issues may arise with respect to employees who refuse on-going employment opportunity with the new employer.

Therefore, the parties agree as follows:

1. At a time selected by the employer, in consultation with the Union, but not later than 60 days before the new employer commences operating the business, employees at the station will be asked to state in writing their intention to accept continuing employment with the new employer.

2. The Union and the Company will attempt to resolve all issues which arise upon the refusal of any employee to accept continuity of work with the new employer.

3. If there is no agreement on issues relating to employees who decline continuing employment with the new employer, the issues will be submitted to an expedited mediation/arbitration process. Martin Teplitsky Q.C. will be the mediator/arbitrator. The mediator/arbitrator will have complete and unfettered discretion to make any award which he considers fair and reasonable in all of the circumstances.

3. The Company agrees that it shall provide in writing to the Union at the earliest possible time after selection of the successful bidder but in any event prior to the time period in paragraph one (1) above, all available information relating to the new employer that is relevant to employees and that is not confidential.

4. Effective on the date the Company officially announced that a station is to be decontrolled (hereinafter called "the station") or the date of any agreement with a successful bidder to decontrol, whichever occurs first, the following will apply:
 - i. **AMEC Nuclear Safety Solutions** employees located outside of the station shall not be entitled to displace any employee in the station.

 - ii. Subject to (iii), an employee who successfully applies for a vacancy at the station shall thereafter exercise seniority rights within the station and will have no seniority rights enforceable outside the station notwithstanding any other provision of the collective agreement.

 - iii. Employees at the station may apply for vacancies outside the station in accordance with the applicable provisions of the collective agreement up to 60 days prior to scheduled date for closing of transaction but not thereafter.

 - iv. An employee in the station who is declared overcomplement by the Company prior to the date of closing shall have full rights under Article 11.

 - v. An employee at the station who is eligible for retirement under the Rule of 82 on or before the date of closing of the transaction to decontrol may make an irrevocable election within 60 days prior to the closing date that they wish to retire effective on the closing date. Should an employee make a decision to retire they will retire effective on the date of the closing and receive a lump sum payment equal to one year's base salary. This amount will be paid as a retirement allowance. The employee may direct all or a portion of this payment into an RRSP up to the amount permitted by law. The employee shall provide the Company with the TD2 form directing the payment into his/her RRSP.

Note: This section applies to those employees at the station who are on either extended sick leave, Long Term Disability or WSIB and who are not allocated to be transferred to the new employer solely because they are on sick leave, LTD or WSIB and are not expected to return to work within two years. Part A, 15.2 "Retirement While ill" limits the ability of employees on sick leave to retire. This provision is waived for employees covered by Article 17.4(v).

 - vi. If, within twenty four months of the closing, the successful bidder reduces the total complement of employees at the station which results in the permanent layoff of former **AMEC NSS** employee(s) who had continued employment, the employee(s) permanently laid off will be entitled to a one time lump sum payment of one week per year of service with **AMEC NSS** and the successful bidder. The obligation to pay the laid off employee is contingent upon the employee being severed from employment without recall rights with the successful bidder.

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.

- vii. An employee who is not afforded the opportunity for continuing employment by the new employer shall have full rights under Article 11.

Signed
AMEC Nuclear Safety Solutions

Lori Lucus
Director, Human Resources

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

Peter Falconer
Sector 1 – Vice President
Power Workers' Union

Witness as to signatures above written on this paper:

Bargaining Committee Member

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

GENERAL ITEMS

**(Note:
Items Related to Construction Field Forces
Are as Specified in Part E)**

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PART A

GENERAL ITEMS

1.0 EMPLOYEE CATEGORIES

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

1.1 Probationary

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

1.2 Regular

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

1.2.1 Regular Full-Time

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

1.2.2 Regular Part-Time

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

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

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

1.2.3 Regular - Job Share

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

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

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

OR

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

share. At that time, the other partner is required to assume responsibility for the full-time position on 30 days' notice.

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

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

1.3.1 Regular-Seasonal "A"

Regular-seasonal "A" employees are those judged medically fit by Health Services for the position involved, who have attained one year's accumulative service, and who are steadily employed through the year, except for short term layoffs. In addition, temporary employees engaged in work which is not of a continuing nature, shall be afforded regular-seasonal status upon attaining 12 months' accumulated service.

Regular Seasonal "B"

As one of a number of efforts to deal with overcomplement staff and also to improve the efficiency of outage execution, it is proposed to increase the use of Regular Seasonal "B" staff.

The general conditions for these Regular Seasonal "B" employees are as follows:

a) To enter this classification you must:

Sever under Article 11 and move into the Regular Seasonal "B" employee category based on seniority until the category is staffed to complement. If not enough people apply then management can direct hire from the street.

A regular employee is required to sever his/her employment as a regular and be re-employed as a Regular Seasonal "B". Management will ensure a letter of offer to a regular seasonal B position is in the employees' hands prior to his/her severance request.

b) A Regular Seasonal "B" employee will be notified by November 30 and May 31 of the approximate timing and duration of their work assignment for the period starting the following January 1 and July 1. Employees will be notified at least one (1) week before the start of their work assignment. These work assignments shall aggregate at least 20 weeks or 800 hours in duration. They will occur in not more than four (4) occasions. Each occasion is to be four (4) weeks or 160 hours, or greater. Failure to accept will remove their name from future Regular Seasonal "B" assignments unless joint agreement is reached for extenuating circumstances e.g., death in the family or illness.

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

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

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

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

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

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

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

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

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

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

Displacement - Regular Seasonal "B"

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

1.4 Temporary

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

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

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

1.4.1 Temporary Full-Time

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

1.4.2 Temporary Part-Time

Temporary part-time employees are employed for a period of up to 12 accumulated months on an average of 24 hours or less per week (calculated on a monthly basis). Temporary part-time employees are treated as temporary employees except where noted otherwise. Benefits are pro-rated the same as regular part-time employees.

To ensure that temporary part-time employees are properly classified as temporary, an assessment is to be made as to the regular or temporary status of the position whenever the temporary part-time employee is employed for twelve continuous¹⁰ calendar months. This assessment is subject to the grievance procedure.

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

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

¹⁰ If an employee commences on January 20th and works any portion of a calendar month for 12 continuous months, they will have 12 continuous calendar months service on January 20th of the following year.

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

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

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

2.0 REGULAR STATUS

Appointments to regular status is contingent on satisfactorily meeting the Company's medical requirements.

1. Probationary employees must serve a minimum of three months on probation. If service is satisfactory, they may be accorded regular status at that time. A period of not more than three more months can be used as a further period of probation if it is needed. At the end of this further period, employees must either be made regular, transferred to another position or dismissed. Regular part-time probationary employees must serve up to six calendar months on probation.
2. Temporary employees engaged in work of a continuing nature, shall be afforded regular status upon attaining 12 months accumulated service. In such circumstances the employee's position will be considered to be a vacancy. If the former temporary employee is not selected to this vacancy he/she will be declared surplus in accordance with Article 11.
3. Temporary employees engaged in work which is not of a continuing nature, shall be afforded regular seasonal "A" status upon attaining 12 months accumulated service.

3.0 ANNIVERSARY PROGRESSION

Progression dates shall be calculated from the date of appointment or promotion to the position. Subsequent salary adjustments shall be on anniversary dates except as otherwise specified in Article 8 and Part A, Item 42.0.

NOTE

- (a) The progression date for a regular part-time employee who works on average 50% or more of the base hours of the full time classification for the year will be at the completion of one and one third years of service.
- (b) The progression date for a regular part-time employee who works on average less than 50% of the base hours of the full time classification for the year will be at the completion of two years service.

As a regular practice employees shall automatically progress from minimum to maximum as indicated in the respective wage schedules subject to the following:

3.1 Withholding Progression (Unsatisfactory Performance)

If an employee fails to make satisfactory progress his/her progression may be withheld for a period of six months. (8 months for a regular part-time employee working 50% or more of the base hours; 12 months for regular part-time employee working less than 50% of the base hours.)

If an employee's progression is withheld s/he will remain at their current step until the employee successfully meets the identified performance and/ or training requirements the Union may grieve on behalf of any employee whose progression is withheld.

In taking this action the Company shall provide the employee with one month's notice and the reason for the withholding.

The performance of an employee whose progression has been withheld as above will be reviewed within seven months (nine months for a regular part-time employee working 50% or more of the base hours of the classification and fourteen months for regular part-time employee working less than 50% of the base hours of the classification). If progress and general performance are found to be satisfactory, progression shall be granted. If not, the employee shall be either transferred or dismissed.

If at the time of this review the employee's progress and general performance were found satisfactory and if six months after the review his/her performance has continued to be satisfactory, he/she may be granted the next step in his/her progression.

This will then re-establish his/her original progression status.

If an employee in a recognized training program (band III Apprentices/Trainees/Operator Trainees) has not reached the acceptable level of performance his/her progression may again be withheld in accordance with the above. Progression to the journeyman or job rate will not be delayed by more than six months.

3.2 Deferral of Progression (Absences from Work)

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

4.0 RETROGRESSION POLICY

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

4.1 Where Applicable

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

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

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

2. Retrogression shall not apply where:

- (a) An employee has less than ten years' established service credit.
- (b) The change to the lower-rated job is made at the request of the employee to escape heavy work or responsibility or for personal reasons.
- (c) The change to the lower-rated job is made necessary for unsatisfactory job performance due to causes other than in Section 4.1(1.).

NOTE

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

4.2 How Applied

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

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

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

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

4.3 Special Provisions

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

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

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

the Company will have his/her wages maintained until eligible for an undiscounted pension. The wage rate will be frozen thereafter.

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

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

5.0 SERVICE CREDIT

5.1 Introduction

This item defines service credit and describes the basis for calculating service credit for all purposes except those of the Pension and Insurance Plans which are covered in the **AMEC Nuclear Safety Solutions** Pension Plan and Insurance Plan Rules.

The application of such service credit to vacations, LTD, sick leave and other benefits will continue to be governed by the appropriate instructions.

5.2 Service Credit Calculation

In most cases the service credit of a regular employee is that employee's seniority. The exception to this can be found in Article 10.1.2 where an employee who is appointed to a position within the PWU jurisdiction from a bargaining unit which restricts seniority to its own membership, has his/her seniority limited to service within the PWU bargaining unit.

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

Temporary employees have accumulated service only.

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

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

5.2.1 Regular Employees

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

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

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

5.3 Restoration of Service Credit

Regular employees who terminate and are re-employed to a continuing position shall have their service credit restored. Proof of past service must be provided by the employee in the first 60 days of re-employment unless the Company is capable of providing the proof within the first 60 days of re-employment. They shall not be required to serve a further probationary period. No service credit will be allowed for the period between termination and re-employment. Regular employees who were formerly employees of Ontario Hydro or Ontario Power Generation shall have their service credit restored.

Former regular employees who are rehired for temporary full-time or temporary part-time assignments will not be granted regular status upon rehire. Former regular-seasonal "A" employees will retain regular-seasonal "A" status when rehired for a temporary assignment, within one year of their last termination date.

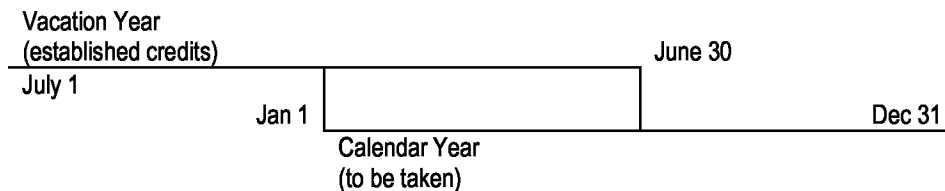
6.0 VACATIONS

6.1 General Policy

Whenever possible, vacations will be granted at dates requested by the employees, but in view of the Company's role in providing a vital service at all times, the Company reserves the right to determine the dates when vacations may be taken. The company will respond to vacation requests in a timely manner. Local agreements will be used to achieve this.

6.2 Relationship between Vacation Year and Calendar Year

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



6.3 Vacation Entitlement

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

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

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

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

The amount of pay for a vacation shall be not less than an amount equal to four percent (4%) of the accumulated wages of the employee in the 12 months of employment for which the vacation is given and in calculating wages no account shall be taken of any vacation pay previously paid.

Regular Employees

A regular employee shall be eligible for a vacation of:

Less than One Year's Service by June 30: One working day for each full month of service completed between June 30 of the previous year and July 1 of the current year up to a maximum of two weeks (10 working days).

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

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

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

For Eight to Fifteen Years of Service: 20 working days (four weeks) annually when an employee has completed 8 to 15 years of service by the end of any calendar year. Vacation pay shall equal 20 days' base earnings.

For Sixteen to Twenty-Four Years of Service: 25 working days annually when an employee has completed 16 to 24 years of service by the end of a calendar year.

Vacation pay shall equal 25 days' base earnings.

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

NOTE

Employees hired on the first working day of January shall be deemed to have completed a calendar year on December 31 of the same year.

For Twenty-Five or More Years of Service: 30 working days' vacation in the calendar year in which he/she completes 25 years of service, and in each succeeding year.

Vacation Bonus

In the calendar year in which a regular employee completes:

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

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

Regular Part-Time Employees

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

Probationary Employees

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

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

Temporary Employees Made Regular

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

Temporary Employees

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

6.4 Special Provisions and Allowances

6.4.1 Deferment or Interruptions of Vacations

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

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

NOTE

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

6.4.2 Statutory Holidays and Vacations

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

6.4.3 New Employees

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

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

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

6.4.4 Re-engaged Employees

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

6.5 Postponed Vacations

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

1. Where it is mutually agreeable, the employee may carry-over a maximum of one week's vacation to the following year to be taken by **December 31 of that year**. Request for carry-over must be made prior to September 1 of the **current year**.
2. Under special extenuating circumstances (as identified in Subsections 6.4.2, 6.5.2 and 6.5.4), application for postponement or carry-over of more than one week's vacation may be made to the respective director, or official of equivalent rank, but the vacation must be completed by April 30 of the next year.
3. Upon eligibility of 25 working days (5 weeks) of annual vacation, employees may defer and accumulate any vacation entitlement beyond 15 days per year. A maximum of 30 weeks' vacation may be banked. Banked vacation may be taken at a later date, subject to the supervisor's approval, or may be taken as a cash payment upon retirement.

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

6.5.3 An employee who becomes ill while on vacation shall not be placed on sick leave until after termination of the vacation. Under exceptional circumstances in case of very serious illness, sick leave may be granted at the discretion of the Chief Physician/Manager Health Services. The employee would then be entitled to the unused portion of his/her vacation after recovery from the illness.

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

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

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

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

6.6 Vacation Payment on Termination

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

The payment will be based on:

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

NOTE

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

2. Six percent (6%) of base earnings to date for an employee entitled to 15 working days annually.
3. Eight percent (8%) of base earnings to date for an employee entitled to 20 working days annually.
4. Ten percent (10%) of base earnings to date for an employee entitled to 25 working days annually.
5. Twelve percent (12%) of base earnings to date for an employee entitled to 30 working days annually.

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

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

7.0 STATUTORY HOLIDAYS

7.1 Recognized

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

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

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

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

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

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

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

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

1. Have more than three months' accumulated service;
2. Have worked on at least 12 days during the four weeks immediately preceding the holiday;

3. Have worked on their scheduled regular day of work preceding and following the holiday.

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

7.2 Sick Leave Credits

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

If an employee is scheduled to work on a statutory holiday and falls sick, that day is treated as a normal sick day and the employee would receive a lieu day at a later date.

8.0 FLOATING HOLIDAYS

Regular, regular-seasonal and probationary employees who have accumulated 20 weeks' continuous service in any calendar year will be entitled to three floating holidays subject to the following:

1. Floating holidays may be taken on such days as the employee and his/her supervisor mutually agree upon, following reasonable advance notice on the part of the employee.
2. Floating holidays shall not be carried over into the following year unless work considerations prevent the employee from taking the floater(s) in the year of entitlement.
3. Where the employee is unable to reach mutual agreement with his/her supervisor to take his/her floating holiday(s) before year-end because of absence due to illness (except when exhausting sick leave prior to LTD) unused floating holidays will be assigned on the last working day(s) of the year.
4. Where an employee falls sick on his/her scheduled floating holiday, that day will not be charged against his/her sick leave credits, but shall be treated as a floating holiday for pay purposes.
5. Regular and probationary employees may take their floating holiday(s) before accumulating 20 weeks' service in a calendar year.
6. Regular part-time employees are entitled to three (3) floating holidays upon completing 20 weeks of service. Pay treatment for the three (3) days is on a pro-rata basis. (Ref. Part A, Item 1.2.2)
7. Entitlement on Termination: If the employee terminates after having accumulated 20 weeks' service in the calendar year, the Company will make a cash payment in lieu of any unused floating holiday credit.

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

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

The Company will either make a cash payment in lieu of any unused floating holiday credit or recover the value of the unearned portion of floating holidays taken under 5. above.

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

9.0 SPECIAL TIME OFF

9.1 Additional Time Off at Christmas and New Year's Holidays

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

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

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

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

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

9.2 Payment for Time in 9.1

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

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

9.3 Remembrance Day

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

1. Those members of the staff who served in any of the armed forces of Canada, Great Britain or their allies during World War II, and also those who served in the armed forces of the United Nations operating in Korea during the period of 1950 to 1953.
2. Those members of the staff who served in the Allied Merchant Marine between September 1939 and August 1945.

9.4 Remembrance Day Payment and Time Off Provisions

If on Remembrance Day eligible employees as described in 9.3 are:

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

3. not normally scheduled to work and they are required to work, they shall be paid at the rate normally received for overtime work.
4. shift workers on a seven-day coverage who are on a regular day off, shall be allowed equivalent time off with pay within the following six months.

9.5 Treatment for Vacation

Special time off, as noted in 9.1 and 9.3, falling within eligible employees' vacation period shall not be counted as part of their vacation but shall be taken as additional time off.

9.6 Sick Leave Credit

When special time off, as noted in 9.1 and 9.3 occurs while eligible employees are on sick leave credit, their pay will not be charged against sick leave credits and they will receive 100% payment at their base rate for normal scheduled hours.

10.0 LEAVE OF ABSENCE

10.1 With Pay

Occasionally, an employee will be in a situation where there is no reasonable alternative to being absent from work for personal reasons. Sometimes the employee will, at the same time, be committed to considerable additional expense. Provision is made so that the Company may ameliorate the hardship to the employee which may result.

10.1.1 General

When in the Company's judgment the circumstances warrant such action, leave of absence with pay will normally be granted.

This leave is based upon reasons of personal emergency, such as severe illness in the immediate family which would necessitate remaining home until adequate arrangements could be made for outside help, or being in close attendance at a hospital. Also, in cases where an employee is faced with the effects of a severe storm, fire or flood.

10.1.2 Funerals

A regular employee may be released from duty for a period up to three days without reducing base earnings in the event of the death of a member of the immediate family including parent, parent-in-law, brother, brother-in-law, sister, sister-in-law, spouse, son, son-in-law, daughter, daughter-in-law, grand-parents, grandparents-in-law and grandchildren.

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

NOTE

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

10.1.3 Annual Training for Reserve Forces

A regular employee who serves with the Reserve Force of the Canadian Armed Forces and can be spared from work may be granted leave of absence in order to attend annual training.

The employee will be paid the difference between the gross amount received from the Department of National Defence for the full training period and base earnings for the period of absence. The employee will be required to furnish his/her supervisor with a statement from the commanding officer of the reserve unit, showing the amount received from the Department of National Defence for the training period.

10.1.4 Legal Hearings

Base earnings will be maintained when an employee is called for jury duty or is subpoenaed to appear in court as a witness except in cases involving inter-union jurisdictional disputes.

10.2 Equivalent Time Off Without Pay

Employees who have worked overtime may be granted one hour off for each hour worked, without pay, in increments of not less than one-half day, provided the employee requests the time off and the workload permits.

10.3 Family Care

A regular employee is entitled to take up to five (5) days per calendar year for the purpose of providing family care to an immediate family member. The employee must pay this time back at a time mutually agreed to by his/her supervisor within three months of taking the absence or by taking time off without pay. The time taken shall be worked back on an hour for hour basis

11.0 PREGNANCY/ ADOPTION/PARENTAL LEAVES

11.1 General Provisions

To be eligible the employee must have worked for the Company for a period of at least 13 weeks preceding the estimated delivery date or have been employed by the Company for 13 weeks by the date on which the child comes into the custody, care and control of the parent for the first time.

These leave provisions are available to all categories of employees. In addition, regular employees including regular part-time employees eligible for pregnancy leave or adoption leave are entitled to supplementary unemployment benefits (Ref. 11.4).

Pregnant employees are entitled to pregnancy leave including those women whose pregnancies are terminated by still-birth or miscarriage within 17 weeks of the expected birth date (Ref. 11.2). Following the birth of the child, the employee is also eligible for parental leave. (Ref. 11.5)

Adoption leave is available to the parent who is designated as the primary caregiver (Ref. 11.3). Parental leave is also available to such an employee (Ref. 11.5).

Parental leave is also available to employees not eligible for pregnancy or adoption leave but who have become the parent of a child (e.g. an employee whose spouse has given birth to a child or the adoptive parent who is not the primary caregiver. Ref. 11.5).

A leave extension is available to employees who take a pregnancy leave followed by a parental leave (Ref. 11.6).

Service credit will be granted for the full duration of such leaves.

Two weeks' notice is required for such a leave, except as noted in 11.2.2. The commencement date can be advanced or delayed upon the giving of a further two weeks notice. Similarly, the termination date can be advanced or delayed upon giving four weeks notice.

Eligibility for such leave does not necessarily mean the employee is entitled to EI benefits. However, EI benefits may be available in the case of such a leave and employees should be referred to the nearest EI office to check their entitlement.

The Company will continue for the duration of any such leave to pay the same share of the premiums for OHIP, EHB, Dental Plan, Life Insurance and Pension Plan that it would normally pay for the employee. This will not apply with respect to any benefit plan where the employee is normally required to make an employee contribution and he/she has given the Company written notice that he/she does not intend to pay such contributions.

An employee going on such a leave may prepay his/her pension contributions prior to taking the leave or make up contributions on return to work to establish pensionable service for the period of absence. Prior to the leave, he/she must sign the appropriate forms indicating whether or not he/she wishes to prepay the pension plan contributions.

Positions temporarily vacated as a result of a pregnancy/adoption or parental leave will be filled on a temporary basis only until the employee on leave returns.

Provided the employee returns to work no later than the expiration of his/her leave entitlement, he/she will be offered:

- (a) the position most recently held if it still exists at a rate of pay not less than his/her wages at the commencement of the leave or if greater the wages that the employee would be earning had the employee worked throughout the leave.
- (b) Should the position most recently held not exist as a result of a surplus in the unit in accordance with Article 11 he/she will be offered a comparable position at the location he/she was previously working at a rate of pay not less than his/her wages at the commencement of the leave or if greater the wages that the employee would be earning had the employee worked throughout the leave.
- (c) Should (a) or (b) not exist he/she will be declared surplus in accordance with Article 11.

The granting of extensions to the normal 90-day acting period for positions vacated by an employee on pregnancy/adoption/parental leave shall be automatic. The Union **Principal** Steward shall be advised of all cases where this subsection applies.

11.2 Pregnancy Leave - General

Prior to commencing pregnancy leave, the female employee must indicate in writing her desire to return to work following her pregnancy.

The Canadian Human Rights Act requires the employer to accommodate the needs of pregnant employees in the workplace, unless to do so would cause undue hardship to the business. If a pregnant employee is unable to work in her regular work location because of the possible radioactivity level, her normal base rate of pay will be maintained during the period of relocation.

11.2.1 Duration of Leave

An eligible female employee may apply for pregnancy leave, to commence after the 22nd week of pregnancy for a duration of up to 17 weeks.

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

NOTE

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

11.2.2 Physician's Certificate

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

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

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

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

NOTE

The supervisor should obtain the advice and assistance of the Health and Safety Division if clarification is required.

11.2.3 Pregnancy and the Sick Leave Plan

Normal pregnancy leading to confinement is not an illness under the terms of the Sick Leave Plan. However, absences due to pregnancy-related illnesses or complications shall be considered as sick leave under the terms of the sick leave plan.

11.3 Legal Adoptions -- Primary Care-Giver

In cases of legal adoption where the child is raised in the home the following will apply after receipt of the child.

1. Where the child is less than elementary school age, the primary caregiver will be granted leave of up to 17 weeks.
2. Where the child is elementary school age or older and the primary caregiver requests leave, the duration will be based on the recommendation of the adoption agency with the final decision being made by the Company's Chief Physician.
3. The primary caregiver is also entitled to parental leave (Ref 11.5).

11.4 Benefits Under the Supplementary Unemployment Benefit Plan for Regular Employees

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

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

1. ***For those on pregnancy leave***, two weeks at 93 percent (93%) of the employee's base pay.
2. ***For those on pregnancy leave***, up to fifteen additional weekly payments dependent on the length of his/her EI entitlement, equivalent to the difference between the unemployment insurance benefits the employee is eligible to receive and 93 percent (93%) of the employee's base pay.
3. ***For those on parental leave***, the equivalent of 93% of the employees base pay for three weeks.

4. Other earnings received by the employee will be considered so that the total combination of SUB, EI benefit and other earnings will not exceed 93 percent of the employee's base pay.

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

- (a) that he/she will return to work and remain in the Company's employ for a period of six months from the date of return to work;
- (b) that he/she will return to work on the date of the expiry of her pregnancy leave or his/her adoption, or parental leave, unless the employee is entitled to another leave provided for in this agreement;
- (c) that the employee recognizes that he/she is indebted to the Company for the payments received if he/she fails to return to work as per the provisions of subsections (a) and (b).

11.5 PARENTAL LEAVE

11.5.1 General

Employees who have been employed by the Company (including service with Ontario Hydro) for a period of at least 13 weeks by the date on which the child is born or comes into the custody, care and control of the parent for the first time are eligible for an unpaid parental leave. A parent includes a person with whom a child is placed for adoption and a person who is in a relationship of some permanence with a parent of a child and who intends to treat the child as his or her own.

11.5.2 Duration of Leave

Employees eligible for parental leave may take this leave beginning not later than 35 weeks of the child being born or coming into care. Unless otherwise mutually agreed females on pregnancy leave wishing to take a parental leave must commence parental leave immediately following the end of the pregnancy leave unless the child has not come into custody, care and control of the parent for the first time. The duration of this leave is up to 35 weeks. **Those employees who do not take pregnancy leave and all other new parents can take up to 37 weeks of parental leave.**

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

An employee, who takes a pregnancy leave followed by a parental leave as per Item 11.2 and 11.5 may elect to have the total leave extended up to 56 weeks. This constitutes an extension of up to 4 weeks.

11.6 Service Credit

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

11.7 Restoration of Previous Service

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

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

12.0 DISABILITY BENEFITS AND INCOME PROTECTION

12.1 Sick Leave Plan

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

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

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

Normally employees will be expected to arrange routine medical or dental appointments during non-working hours. Where such appointments cannot be arranged during non-working hours and the employee can be released from his/her duties, then the time shall be charged against an employee's sick leave time except in the case of medical appointments of less than half a day where normal earnings will be maintained.

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

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

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

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

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

12.2 Long Term Disability

12.2.1 General Provisions of LTD Plan

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

All employees who are in receipt of LTD benefits will be eligible to participate in the Rehabilitation and Re-employment Programme dependent upon their medical suitability and procedural requirements.

DEFINITIONS:

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

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

Benefit Level - The Company agrees to assume the full cost of an LTD Plan for all regular employees. The Plan would provide for a monthly income during the disability period equal to the lesser of:

1. Sixty-five percent (65%) of base earnings at the end of the qualifying period for LTD benefits, or
2. Seventy-five percent (75%) of base earnings at the end of the qualifying period for LTD benefits less any compensation awards from the Workplace Safety and Insurance Board (WSIB) (excluding the Non-Economic Loss award) and/or the Canada Pension Plan, excluding benefits for dependents.

NOTE

Regular part-time employees shall be eligible for pro-rated income benefits.

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

Where an employee has been retrogressed to a lower-rated job for medical reasons and within two years (not including the LTD qualifying period) begins receiving a monthly income under the LTD Plan for reasons directly related to the original medical condition, the base earnings used to compute the LTD monthly income payment shall be the current rate of the employee's original classification.

Exceptions and Limitations to the LTD Plan

LTD benefits will not be made available for claims resulting from:

1. A disability for which the person is not under continuing medical supervision and treatment considered satisfactory by the Insurance Carrier and the Company.
2. A disability caused by intentional self-inflicted injuries or illness while sane.
3. A disability from bodily injury resulting directly or indirectly from insurrection, war, service in the armed forces of any country, or participation in a riot.
4. Normal pregnancy leading to confinement.
5. Disability from occupational injuries for which the employee is receiving Total Temporary Disability Benefits or during the first 24 months of a Future Economic Loss Award or during the first 24 months from the date of Loss of Earning (LOE) Award from the Workplace Safety and Insurance Board.

No amount of LTD benefit will be payable with respect to the disability of an employee during any of the following periods:

1. If the disability is due to mental disorder, any period while the employee is not under the continuing care of a certified psychiatrist or other care authorized by the employee's psychiatrist.

2. If the disability is due to substance abuse, alcoholism and/or drug addiction any period in which the employee is not certified as being actively supervised by and receiving continuing treatment from a rehabilitation centre or a provincially designated institution.
3. The period during which the employee is on leave of absence, including Pregnancy Leave of Absence. The LTD qualify period begins on the date the employee is expected to return to work from that leave of absence.

12.2.2 Benefits While on LTD

1. **Service Credit:** Service credit shall not continue while the employee is in receipt of LTD benefits. Upon return to work, service credit shall be applied as per Item 12.2.4.
2. **Vacation Credit:** Any outstanding vacation entitlement for a person going on LTD will be paid in cash upon expiry of sick leave. The cash payment will be calculated on the base earnings at the expiration of sick leave for the prorated days of vacation entitlement, any outstanding lieu days, any outstanding floating statutory holidays, and banked time.. No vacation entitlement, floating holidays, or banked time accrues while a member is in receipt of LTD benefits.
3. **Vacation Credit During Rehabilitation Employment:** Vacation credits will be earned based on the hours worked and the employee's vacation entitlement multiplied by the corresponding percentage listed below. These credits will be paid in cash in the last pay period of the year if not used by December 31, or upon return to regular employment, or upon termination.

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

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

12.2.3 Recurring Disability After Return to Regular Work

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

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

12.2.4 Individual Returns to Regular Employment

1. Service Credit: Service Credit continues to accrue while on LTD.
2. Vacation Credit: The employee will start earning vacation credit based on total service credit.
3. The Company Health and Dental Coverage: Premiums continue to be maintained by the Company.
4. The Company Pension Plan: Employee contributions recommence.
5. The Company Group Life Insurance Plan: Employee contributions recommence.
6. Sick Leave Entitlement: Eight days at 100 percent (100%) and 15 days at 75 percent (75%) pay shall be immediately credited. On the first accumulation date, restoration of sick leave credits will take place based on the total service credit. It is recognized that this provision is subject to the provisions of recurring disability as defined in Section 12.2.3.
7. Union Dues: Union dues recommence.

12.2.5 Termination of LTD Benefits

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

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

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

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

12.2.6 Indexation

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

3. Insurance Benefit - Base Earnings: It is agreed that for purposes of calculating the group life insurance benefit for LTD recipients, the base earnings at the end of the qualifying period will be increased by the amount of the indexation increase granted in 1. above.

12.3 Rehabilitation and Re-employment

Rehabilitative employment is an important feature of the Plan which provides an employee with additional financial incentive and assistance to re-enter the work force. It is defined as any employment within the Company and remains in effect until the employee is offered regular employment.

If during the disability period, an employee becomes capable of working, the Company shall endeavour to provide an (disabled) employee with work he/she is capable of performing. It is recognized that an employee must be prepared to attempt rehabilitative employment. In the event the employee refuses reasonable rehabilitative or regular employment, he/she shall be terminated and forfeit all rights to LTD benefits.

During rehabilitative employment, remuneration will be prorated based on the hours worked and the hourly rate of the current base rate of the rehabilitative position. Employees will continue to receive approved LTD/Sick Leave benefits, however, the benefit level will be adjusted so that the total of the rehabilitative earnings and these benefits shall not exceed the current base rate of the position occupied prior to disablement.

After the employee has successfully completed his/her rehabilitative employment and has been placed in a regular job on a continuing capacity, he/she will be paid at the normal rate of the job in which he/she has been placed, subject to any applicable retrogression policy.

12.4 Workplace Safety and Insurance Board Payments

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

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

12.5 Supplementary Grant

12.5.1 Definition of Supplementary Grant

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

NOTE

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

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

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

NOTE

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

12.5.2 Who Receives the Supplementary Grant

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

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

12.5.3 Responsibility for Payment

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

12.5.4 Withholding the Grant

The award of the supplementary grant should not be withheld unless there is strong evidence of gross negligence or obvious misconduct on the part of the injured employee. The supplementary grant will be withheld if the employee is not co-operating in the Early and Safe Return to Work Process or a Labour Market Re-entry Plan or refuses a medically suitable position.

Authority for withholding the grant is vested in directors or construction managers in consultation with Human Resources and Compensation and Benefits.

12.5.5 Payment While in Receipt of WSIB Award

An employee in receipt of Total Temporary Disability (TTD) benefits will receive the supplementary grant for the entire period. Upon notification of the amount of the FEL award and/or LOE award the Company agrees to pay supplementary grant monthly on the FEL award and/or Loss of Earning (LOE) award for a maximum of 24 months. Any workers' compensation payments in excess of the FEL award and/or LOE award, excluding the Non-Economic Loss (NEL) award, shall be considered part of the FEL award and/or LOE award for purposes of calculating the supplementary grant. Upon request, the employee shall be paid out any outstanding vacation entitlement while payments are being processed.

For employees on rehabilitative employment the total compensation of FEL and/or WSIB Award plus rehabilitative earnings plus the Company supplementary grant shall not exceed 100% of the current rate of the pre-disability job.

If after 24 months in receipt of supplementary grant and a FEL award and/or LOE award the employee is still unable to return to work, he/she shall be placed on sick leave. The employee will continue to draw from his/her sick leave bank on a daily basis at the rate of half a day if the amount equal to the supplementary grant is equal to, or less than 4 hours, and a full day if the amount equal to the supplementary grant is greater than 4 hours per day. While on approved sick leave, however, the benefit level will be adjusted so that the total of any WSIB award and the sick leave benefit shall not exceed the employee's current base rate. Upon expiry of sick leave, if the employee is still unable to return to work, he/she shall qualify for LTD less any award, pension entitlement and/or any supplement from the Workplace Safety and Insurance Board (excluding NEL award) and/or the Canada Pension Plan.

12.6 Waiver of Posting or Selection

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

12.0A DISABILITY BENEFITS AND INCOME PROTECTION

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

12.1A Sick Leave Plan

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

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

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

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

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

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

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

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

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

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

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

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

12.2A Long Term Disability

12.2.1A General Provisions of LTD Plan

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

All employees who are in receipt of LTD benefits will be eligible to participate in the Rehabilitation and Re-employment Programme dependent upon their medical suitability and procedural requirements.

DEFINITIONS:

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

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

Benefit Level - The Company agrees to assume the full cost of an LTD Plan for all regular employees. The Plan would provide for a monthly income during the disability period equal to the lesser of:

1. Sixty-five percent (65%) of base earnings at the end of the qualifying period for LTD benefits, or
2. Seventy-five percent (75%) of base earnings at the end of the qualifying period for LTD benefits less any compensation awards from the Workplace Safety and Insurance Board (WSIB) (excluding the Non-Economic Loss award) and/or the Canada Pension Plan, excluding benefits for dependents.

NOTE

Regular part-time employees shall be eligible for pro-rated income benefits.

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

Where an employee has been retrogressed to a lower-rated job for medical reasons and within two years (not including the LTD qualifying period) begins receiving a monthly income under the LTD Plan for reasons directly related to the original medical condition, the base earnings used to compute the LTD monthly income payment shall be the current rate of the employee's original classification.

Exceptions and Limitations to the LTD Plan

LTD benefits will not be made available for claims resulting from:

1. A disability for which the person is not under continuing medical supervision and treatment considered satisfactory by the Insurance Carrier and the Company.
2. A disability caused by intentional self-inflicted injuries or illness while sane.
3. A disability from bodily injury resulting directly or indirectly from insurrection, war, service in the armed forces of any country, or participation in a riot.
4. Normal pregnancy leading to confinement.
5. Disability from occupational injuries for which the employee is receiving Total Temporary Disability Benefits or during the first 24 months of a Future Economic Loss Award or during the first 24 months from the date of Loss of Earning (LOE) Award from the Workplace Safety and Insurance Board.

No amount of LTD benefit will be payable with respect to the disability of an employee during any of the following periods:

1. If the disability is due to mental disorder, any period while the employee is not under the continuing care of a certified psychiatrist or other care authorized by the employee's psychiatrist.
2. If the disability is due to substance abuse, alcoholism and/or drug addiction any period in which the employee is not certified as being actively supervised by and receiving continuing treatment from a rehabilitation centre or a provincially designated institution.
3. The period during which the employee is on leave of absence, including Pregnancy Leave of Absence. The LTD qualify period begins on the date the employee is expected to return to work from that leave of absence.

12.2.2A Benefits While on LTD

1. **Service Credit:** Service credit shall not continue while the employee is in receipt of LTD benefits. Upon return to work, service credit shall be applied as per Item 12.2.4A.
2. **Vacation Credit:** Any outstanding vacation entitlement for a person going on LTD will be paid in cash upon expiry of sick leave. The cash payment will be calculated on the base earnings at the expiration of sick leave for the prorated days of vacation entitlement, any outstanding lieu days, any outstanding floating holidays, and banked time. No vacation entitlement, floating holidays, or banked time accrues while a member is in receipt of LTD benefits.
3. **Vacation Credit During Rehabilitation Employment:** Vacation credits will be earned based on the hours worked and the employee's vacation entitlement multiplied by the corresponding percentage listed below. These credits will be paid in cash in the last pay period of the year if not used by December 31, or upon return to regular employment, or upon termination.

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

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

12.2.3A Recurring Disability After Return to Regular Work

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

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

12.2.4A Individual Returns to Regular Employment

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

12.2.5A Termination of LTD Benefits

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

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

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

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

12.2.6A Indexation

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

3. Insurance Benefit - Base Earnings: It is agreed that for purposes of calculating the group life insurance benefit for LTD recipients, the base earnings at the end of the qualifying period will be increased by the amount of the indexation increase granted in 1. above.

12.3A Rehabilitation and Re-employment

Rehabilitative employment is an important feature of the Plan which provides an employee with additional financial incentive and assistance to re-enter the work force. It is defined as any employment within the Company and remains in effect until the employee is offered regular employment.

If during the disability period, an employee becomes capable of working, the Company shall endeavour to provide an (disabled) employee with work he/she is capable of performing. It is recognized that an employee must be prepared to attempt rehabilitative employment. In the event the employee refuses reasonable rehabilitative or regular employment, he/she shall be terminated and forfeit all rights to LTD benefits.

During rehabilitative employment, remuneration will be prorated based on the hours worked and the hourly rate of the current base rate of the rehabilitative position. Employees will continue to receive approved LTD/Sick Leave benefits, however, the benefit level will be adjusted so that the total of the rehabilitative earnings and these benefits shall not exceed the current base rate of the position occupied prior to disablement.

After the employee has successfully completed his/her rehabilitative employment and has been placed in a regular job on a continuing capacity, he/she will be paid at the normal rate of the job in which he/she has been placed, subject to any applicable retrogression policy.

12.4A Workplace Safety and Insurance Board Payments

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

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

12.5A Supplementary Grant

12.5. 1A Definition of Supplementary Grant

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

NOTE

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

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

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

NOTE

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

12.5. 2A Who Receives the Supplementary Grant

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

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

12.5. 3A Responsibility for Payment

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

12.5. 4A Withholding the Grant

The award of the supplementary grant should not be withheld unless there is strong evidence of gross negligence or obvious misconduct on the part of the injured employee. The supplementary grant will be withheld if the employee is not co-operating in the Early and Safe Return to Work Process or a Labour Market Re-entry Plan or refuses a medically suitable position.

Authority for withholding the grant is vested in directors or construction managers in consultation with Human Resources and Compensation and Benefits.

12.5. 5A Payment While in Receipt of WSIB Award

An employee in receipt of Total Temporary Disability (TTD) benefits will receive the supplementary grant for the entire period. Upon notification of the amount of the FEL award and/or LOE award the Company agrees to pay supplementary grant monthly on the FEL award and/or Loss of Earning (LOE) award for a maximum of 24 months. Any workers' compensation payments in excess of the FEL award and/or LOE award, excluding the Non-Economic Loss (NEL) award, shall be considered part of the FEL award and/or LOE award for purposes of calculating the supplementary grant. Upon request, the employee shall be paid out any outstanding vacation entitlement while payments are being processed.

For employees on rehabilitative employment the total compensation of FEL and/or WSIB Award plus rehabilitative earnings plus the Company supplementary grant shall not exceed 100% of the current rate of the pre-disability job.

If after 24 months in receipt of supplementary grant and a FEL award and/or LOE award the employee is still unable to return to work, he/she shall be placed on sick leave. The employee will continue to draw from his/her sick leave bank on a daily basis at the rate of half a day if the amount equal to the supplementary grant is equal to, or less than 4 hours, and a full day if the amount equal to the supplementary grant is greater than 4 hours per day. While on approved sick leave, however, the benefit level will be adjusted so that the total of any WSIB award and the sick leave benefit shall not exceed the employee's current base rate. Upon expiry of sick leave, if the employee is still unable to return to work, he/she shall qualify for LTD less any award, pension entitlement and/or any supplement from the Workplace Safety and Insurance Board (excluding NEL award) and/or the Canada Pension Plan.

12.6A Waiver of Posting or Selection

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

13.0 HEALTH INSURANCE PLANS

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

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

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

1. OHIP - Covers medical and standard ward hospital services.
2. Supplementary Plan - Covers semi-private hospital services.
3. Extended Health Benefit Plan - Coverage details are contained in the current brochure entitled "Extended Health Benefits for **AMEC Nuclear Safety Solutions Employees, Eligible Dependants and Pensioners**".
4. Group Dental Insurance Plan - Coverage details are contained in the current brochure entitled "**Extended Health Benefits for AMEC Nuclear Safety Solutions Employees, Eligible Dependants and Pensioners**".

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

Effective January 1 of each year of the collective agreement, dentist fees will be paid up to the amounts shown in the current ODA Fee Guide.

13.2 Probationary Employees

The Company will pay 100 percent (100%) of all claims and fees for all probationary and regular employees who are covered by the Semi-Private Hospital Accommodation Plan, Extended Health Benefits Plan and Dental Plan. Coverage will commence on the employee's Established Commencement Date and will cease on the employee's termination date.

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

13.3 Fitness Membership

This initiative is designed to promote regular physical fitness activity. AMEC NSS will reimburse employees up to \$156.00 per calendar year on a prorated basis for fitness club membership. Claims are to be submitted in December of each year for that calendar year's expense. All claims must be accompanied by receipts and subject to management's approval.

14.0 PENSION AND INSURANCE

Pension

As soon as is practicable following ratification, the parties agree to form a joint team to discuss the advantages of introducing a defined contribution pension plan as an option for employees who wish to be members of such a plan.

Effective April 1, 2002, the rules of the pension plan will be amended to allow employees to retire/start any day of the month.

Effective April 1, 2002, the pension plan will be amended to provide for the reduction of the CPP integration adjustment factor from .625% to .500%. At the same time the plan will be amended to provide for employees' contribution to increase by .5% when the assets fall below 106% of the liabilities based upon a solvency valuation.

Insurance

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

14.1 Pension and Insurance Plan

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

1. Changes other than legislative changes shall be made only upon mutual consent.
2. **AMEC Nuclear Safety Solutions** shall not request legislation or Order-in-Council approval for proposed regulations or make rules which would change employee benefits unless upon mutual consent. Moreover, **AMEC Nuclear Safety Solutions** will not unilaterally seek legislation to change access to surplus unless upon mutual consent.
3. In the event of the enactment of any general* pension legislation applicable to the employees of **AMEC Nuclear Safety Solutions**, amongst others, **AMEC Nuclear Safety Solutions** may, after notification to the Union, effect amendment of the Plan provided that the combination of benefits resulting from the Plan as so amended and such legislation will not be less in the aggregate than the benefits now provided.

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

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

14.2 Pension Plan

14.2.1 The interest rate on contributions returned to terminated employees will be calculated as set out in the Pension and Insurance Plan of **AMEC Nuclear Safety Solutions**.

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

14.2.3 In recognition of proposed benefit improvements the Union agrees that the value of any EI rebate shall accrue to **AMEC Nuclear Safety Solutions**.

14.2.4 Early Retirement - Without Discount

1. Rule of 82

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

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

Early Retirement Discounts

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

NOTE

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

14.2.5 Early Retirement - With Discount

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

14.2.6 Transfer of Pension Credits Between Reciprocal Employers and AMEC Nuclear Safety Solutions

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

14.2.7 Indexing

Pension benefits for Pension Plan members who immediately prior to termination of employment were members of the Power Workers' Union, will be increased on January 1 of each year by 100 percent of the increase in the Consumer Price Index, up to a maximum of 8 percent per year. In the event that the increase in the CPI exceeds 8 percent, the increase shall be carried forward to future years. In the event that the CPI decreases, the percentage decrease shall be applied in determining subsequent increases in pension benefits. A decrease in the CPI shall not reduce pension benefits in payment.

14.2.8 Survivor Benefits

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

14.2.9 Continued Contributions

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

14.3 Group Life Insurance

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

1. If the change is effective on or between the first calendar and the first fiscal day of the month, eligibility is established for the given month.
2. If the change is effective on any other day of the month, eligibility is established for the next month.

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

14.3.3 Spousal Life Insurance

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

15.0 RETIREMENT

15.1 Bonus and Outstanding Vacation Payments on Retirement

1. An employee who has completed 10 years of continuous employment, shall be given, on retirement, a cash bonus equal to one month's pay. (In the case of a regular part-time employee, the one month's pay will be pro-rated as per Part A, Item 1.2.2.)
2. The employee on retirement shall also be given a cash payment for any outstanding vacation credits. The cash payment will be on the same basis as outlined in Part 'A', Section 6.6 - Vacation Payment on Termination.

3. If required by the Company to postpone his/her vacation for the year immediately prior to retirement, he/she shall receive a cash payment for that period. No payment shall be made for unused vacation for any other years.

15.2 Retirement While Ill

An employee who falls ill and is not able to return to work prior to the approved normal or early retirement date, shall, subject to approval by the Chief Physician, continue to be carried on the payroll as follows:

15.2.1 Sick Leave Grant Extends to or Beyond Retirement Date

If the sick leave grant carries the employee to or beyond the approved retirement date, the employee shall be retired upon being declared fit to return to work, or upon expiration of the sick leave grant, whichever comes first. The employee shall be given a cash payment in lieu of any outstanding vacation entitlement up to normal retirement date [see Subsection 15.1(2.) preceding], plus a bonus of one month's pay [if applicable, see Subsection 15.1(1.)].

15.2.2 Vacation Credit and Bonus Extends to or Beyond Retirement Date

If the sick leave grant expires prior to the approved retirement date, but part or all of the outstanding vacation credit (Part 'A', Section 6.6 - Vacation Payment on Termination) and bonus of one month's pay [if applicable, see Subsection 15.1(1.) preceding] carries to or beyond the approved retirement date, the employee shall be given a cash payment in lieu of any unused portion of:

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

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

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

15.2.4 Unused Vacation Credit for Preceding Year

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

16.0 TEMPORARY EMPLOYEES

16.1 Definitions

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

16.2 Benefits

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

16.2.1 Vacations

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

16.2.2 Statutory Holidays

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

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

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

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

16.2.3 Floating Holidays

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

1. Floating holidays may be taken on such days as the employee and his/her supervisor mutually agree upon, following reasonable advance notice on the part of the employee.
2. Floating holidays shall not be carried over into the following year unless work considerations prevent the employee from taking the floater(s) in the year of entitlement.
3. Where the employee is unable to reach mutual agreement with his/her supervisor to take his/her floating holiday(s) before year-end because of absence due to illness, unused floating holidays will be assigned on the last working day(s) of the year.
4. Where an employee falls sick on his/her scheduled floating holiday, that day will not be charged against his/her sick leave credits, but shall be treated as a floating holiday for pay purposes.
5. Entitlement on Termination: If the employee terminates after having accumulated 20 weeks' service in the calendar year, the Company will make a cash payment in lieu of any unused floating holiday credit.

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

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

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

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

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

16.2.4 Sick Leave Entitlement

Temporary employees shall earn sick leave credit of one-half day at 100 percent (100%) pay for each month of accumulated service.

**16.2.5 Health Insurance Plan
(Excluding Summer Students Regardless of Wage Schedule Paid From)**

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

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

16.3 Notice of Termination

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

17.0 POSTING OF VACANCIES AND TRANSFER UPON APPOINTMENT

17.1 Post and Transfer - General

All regular full-time and regular part-time positions within or one level above the Union's jurisdiction will be advertised province-wide when they become vacant. Selection to be made or the vacancy cancelled within four months after the posting date of the advertisement. Transfers of successful applicants to be made or rate for the new position paid in accordance with the Promotion Rule as identified in Article 8.10, 60 days from the date of selection for the position.

One copy of the compiled list of applicants for all advertised vacancies will be forwarded to the Union Office.

17.2 Notification to Applicants

1. If the decision has been made within five weeks of the closing date of the advertisement, then at that time, the supervisor with the vacancy or his/her personnel manager will be responsible for:

Advising all applicants who have been interviewed of the decision in writing.

Supplying Human Resources with the list of successful applicants for publication. The published list will be considered appropriate notification for those applicants who were not interviewed.

2. If the decision has not been made within five weeks of the closing date of the advertisement, then at that time, the supervisor with the vacancy or his/her personnel manager will be responsible for:

Ensuring that all applicants who do not possess the necessary qualifications are notified that their applications have been considered and they were not successful.

Ensuring that all remaining applicants are informed of the delay, the status of their application and when a decision is likely to be made.

3. When a final decision has been made, the supervisor or his/her Human Resources Manager will ensure that:

The unsuccessful applicants not yet informed are notified of the final decision as soon as possible. The name of the successful applicant should be given.

The successful applicant and his/her supervisor is notified.

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

17.3 Similar Vacancies

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

17.4 Instructors and Training Technicians

Advertised vacancies for instructors and training technicians may be filled on a temporary basis. The time period shall not exceed 18 months after which the incumbent will revert to his/her regular classification and location. The position(s) will be advertised each time with the provision that an employee will not be selected for two consecutive terms. The employee will be compensated as per Part 'A' Item 18.1 for the position while he/she is retained in it and his/her progression in his/her original classification will not be delayed because of such a temporary assignment. The number of positions in a department filled on a temporary basis will not exceed 50% of the positions filled on a regular basis. Exceptions to this clause may be jointly agreed to between the Sector Vice-President or delegate and Management.

17.5 Internal Temporary Rotational Opportunity

Internal temporary rotational opportunities required for greater than twelve months will be posted at the location. Selection criteria will be per Article 10 Selection Rules.

18.0 HEADQUARTERS

18.1 General

Two classes of headquarters are established by the Company: work headquarters and residence headquarters.

18.2 Definitions

Work Headquarters - Regular: That location to which the employee normally reports in order to receive his/her daily work assignment or to perform his/her regular duties.

Work Headquarters - Temporary: The centre from which an employee is directed to work when carrying out all or part of his/her duties away from his/her regular work headquarters.

Residence Headquarters: The residence headquarters is that location within which or adjacent to which he/she is expected to reside or is assumed by the Company to reside for purposes of payment of allowances.

NOTE

The residence headquarters may or may not be the same location as the work headquarters.

Householder: Householder is defined as a person who maintains a complete dwelling.

18.3 Establishment of Headquarters

18.3.1 Work Headquarters

The Company may, at its discretion, establish work headquarters in any location for effective administration.

Notice Period - Overnight Absence at Temporary Work Headquarters: In the event an employee is assigned to temporary work headquarters and overnight absence is required, three days' notice will be given. Notice will not be required where emergent conditions exist.

Penalty: Failure to provide notice as above will require payment of premium¹¹ rates for work performed from the temporary work headquarters until the notice period has expired. This provision does not apply to travelling crews.

18.3.2 Residence Headquarters

The establishment of residence headquarters will be dependent upon the presence of adequate living facilities at that location.

Residence headquarters for employees with no spouse or dependents may be any location where there are boarding facilities either Company or privately owned.

Residence headquarters for employees with a spouse and/or dependents may be any location where there is housing accommodation whether it be Company or privately owned.

NOTE

Such accommodation must be one at which it is reasonable for the employee to reside.

Establishment of New Residence Headquarters: When a residence headquarters is established in a location which was not previously so designated, the human resources manager shall advise Labour Relations who, in turn, shall advise the Union.

NOTE

The Union need not be advised on individual moves from one established residence headquarters to another.

18.4 Change of Headquarters Upon Transfer

18.4.1 Advice of Headquarters

An employee shall be advised, when employed or transferred, of the location of his/her residence and work headquarters.

18.4.2 Notice of Transfer

When employees with more than one month's service are transferred and a change of residence headquarters is involved, a minimum of one month's written notice shall be given. This shall not apply in the case of an employee being transferred as a result of an advertised vacancy or as a result of the Worksite/Location Redeployment clause of Article 11.0.

18.4.3 Duration of Stay in New Residence Headquarters

Householder: A change in residence headquarters will not be made for a householder unless it would appear that he/she will be located at the new residence headquarters for a period of at least six months.

Living in Trailers: For those employees living in household trailers, moves for lesser periods than six months may be authorized at the discretion of the division or region concerned, bearing in mind the distance and economics involved.

19.0 TRAVELLING TIME OUTSIDE NORMAL WORKING HOURS

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

1. Overtime will be paid when employees are required to drive a Company vehicle outside normal working hours unless being used exclusively for their own personal transportation.

¹¹ Time and one-half for four hours, double time for next four hours.

2. When travelling by public transportation, travelling time shall be considered to include waiting periods beyond the employee's control up to a maximum of five hours; both preceding, during and subsequent to the travelling period, but excluding meal periods (one hour each) occurring during the waiting period.
3. When a berth or overnight accommodation is allowed and available, compensation shall not be made between 2300 hours and 0800 hours, nor shall the time spent for noon and evening meals (one hour each) be subject to compensation.
4. Normally selection interviews are conducted during employee's normal working hours. However, where it is unavoidable, and an interview is scheduled outside an employee's normal working hours, additional payment will be made at straight time for each hour spent in interviewing or travelling up to a maximum of a normal day's basic pay for each day involved.
5. No compensation for travelling time outside the normal working hours shall be made in the following circumstances:
 - (a) For the first three hours travelling time each way when directed by his/her supervisor to attend a training course away from his/her normal work headquarters for five days or more. Payment for periods beyond the first three hours will be at straight time rates up to maximum of a normal day's basic pay.
 - (b) For attendance at conventions (except where it is part of the employee's normal function).
 - (c) When a change of residence headquarters and related transfer is involved, the employee will normally travel during normal working hours without any loss of base pay. If the employee is required to travel on a regular day off, payment for travelling time will be made at straight time up to a maximum of the number of hours which constitute a normal work day.
 - (d) On periodic return to residence headquarters resulting from a permanent transfer, as outlined in Section 24.0.
 - (e) For a new employee reporting to some administrative centre or station for instruction or training before reporting for work at his/her new location.
6. Where the Company normally provides transportation facilities between residence headquarters and work headquarters for normal daily hours an employee required to work extension overtime will be provided free transportation to the residence headquarters.

NOTE

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

20.0 COMPENSATION FOR TRAVELLING EXPENSE

Employees required to work at a temporary work headquarters will be paid a travel expense equivalent to the return road kilometers between the temporary work headquarters and their principal residence subject to the conditions below:

1. **Employees who travel 5 kilometres or less in one day between a temporary work headquarters and their principal residence do not qualify for benefits under this provision.**
2. **The Company will provide a rental vehicle/company vehicle when it is in the company's interest to do so. The company will not pay for a rental vehicle unless the employee has obtained prior approval.**
3. **No travel expense payments shall be made to a passenger in a vehicle.**

4. **No travel expense payments shall be made to an employee traveling in a Company paid rental vehicle or company vehicle.**
5. **When it is reasonable to do so the employee may remain at the temporary work headquarters rather than commuting daily.**
6. **It is the responsibility of the employee to report to the temporary work headquarters at their normal starting time and remain until their normal quitting time, unless directed otherwise.**

In addition to the travel expense those employees at the temporary work headquarters shall be paid:

- **For time spent traveling on the first trip when the work headquarters is changed and the last trip when he/she returns to his/her principal residence.**
- **Entitled once every two weeks to payment for actual time spent traveling at straight time up to a maximum of three hours each way between temporary headquarters and his/her principal residence.**
- **While the employee is in receipt of benefits under Section 20.0, he/she will not be entitled to any of the provisions as set forth in Section 24.0.**

21.0 TRANSPORTATION TO OUTLYING STATIONS

Transportation to outlying stations shall be in accordance with Mid-Term Agreement PW-8.

Employees at the Bruce Site who avail themselves of the bus service shall be charged a standard fare of \$1.00 each way and \$2.00 per round trip.

The kilometre rates applicable under Mid-Term Agreement PW-8 shall be two-thirds of the current Company kilometre rate.

22.0 KILOMETRE RATES

Kilometre rates paid to employees using their automobiles on Company business shall be as follows:

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

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

23.0 TRANSPORTATION AND MOVING EXPENSES

23.1 General

Method of Transportation: The method of transportation and all expenses chargeable to the Company in moves of employees are subject to the control and approval of the Company.

Packing and Shipping Furniture: In view of the Company's willingness to pay for packing furniture, as well as transportation, employees usually will not be allowed time or travelling expenses to return from point of work in order to look after packing and shipping of furniture, subject to Subsection 23.5, Time Off For Move.

23.2 Notice of Transfer

Refer to Section 18.4.2.

23.3 Transfer of Temporary Employees

The Company will only pay necessary travelling expenses of temporary employees when they are moved from one location to another at the Company's request.

NOTE

The transportation of families and/or furniture of such employees will not be paid.

23.4 Appointment of New Probationary Employees

A new employee hired for a regular position in a location other than the point of hire will not ordinarily be recompensed for moving expenses.

NOTE

In exceptional cases, as part of the employment agreement, a director may pay all or part of the moving expenses of the employee and household to the location where the employee will be employed.

This rule applies to a new operator-in-training or a new apprentice who is being assigned to the first location.

NOTE

Costs of transporting the family of an operator-in-training or of an apprentice to a new location during the training period will be paid, but costs of moving the household effects of an operator-in-training or of an apprentice who is a householder will only be paid when they have attained two years' service or on the final move to a regular position.

23.5 Transfer of Regular Employees

The following instructions will apply to all regular employees subject to the following limitations: An operator-in-training, or an apprentice will be eligible when progressing satisfactorily with the training course, after the attainment of two years' service. In

the case of regular part-time positions, expenses for employees will be pro-rated based on the hours of the position into which they are moving except for moves governed by Article 11.20 in which case Part A, Item 23.0 applies in whole.

Householders: When the residence headquarters of a regular employee who is a householder is changed he/she will be entitled to the moving expenses outlined below unless the new residence headquarters is within a reasonable commuting distance from his/her residence.

NOTE

A householder is defined as a person who maintains a complete dwelling.

1. Transporting the employee and family.
2. The packing, freight or truck charges on household effects, among which will be included boats and second automobiles which are part of the personal effects of the employee.

NOTE

Items of this kind which are used for business farming or commercial purposes, as well as large boats such as houseboats which would require special transportation would not be included in moving expenses paid by the Company.

together with,

3. The cost of board and lodging for the employee's family while furniture is in transit.

Board and Lodging: The Company will also pay the expenses or board and lodging allowance for the employee as applicable under Part 'A', Section 25.0.

Part E Employees : Moving expenses will only be paid when there is a minimum of six months' work available at an established work headquarters or on a special project for these employees who are householders.

NOTE

For regular employees living in household trailers, moves for lesser periods of time than six months may be authorized by the department head or construction manager concerned. In this connection the distances and economics must be carefully considered.

Incidental Out-of-Pocket Moving Expenses: Employees may claim a \$4,500 allowance for miscellaneous out-of-pocket expenses required by the move. The requirement for supporting receipts and taxability of the allowance will be governed by Accounting Service Procedures.

Lease Termination: The Company will pay up to the maximum of two months rent towards the actual cost in terminating a lease.

Time off for Move: If regular employees who are householders are required to move their household to new residence headquarters on a regular scheduled day of work, they shall be granted one day off with pay to assist in the move.

NOTE

Extension of this time off with pay will be at the discretion of the director concerned.

Non-householders: When the residence headquarters of a regular employee who is a non-householder is changed, the cost of transporting the employee will be paid. A director, at his/her discretion, may authorize actual moving expenses to a maximum of \$500.00 or a lump sum payment of \$500.00 towards the cost of moving personal effects, including furniture. No reimbursement will be made for incidental out-of-pocket expenses.

NOTE

This section does not apply to operators-in-training nor to indentured apprentices with less than two years' service.

Kilometre: All employees described under the Householders and Non-householders sections may be allowed the regular kilometre rate for driving the employee's car to the new location provided that such cost is not more than it would otherwise cost for transportation of the employee's family and for freight on shipment of the automobile.

NOTE

When the Company considers a preliminary trip to the new location is necessary for interview or for the employee to seek a house, the time, board and lodging and travelling expenses of the employee may be paid.

Legal and Real Estate Brokerage Fees: In addition to the provisions of the Householders and Kilometre sections, with the exception of employees and circumstances listed in Exceptions subsection below, regular employees who are householders, required by the Company to move their principal residence, shall be entitled to the following:

1. The Company will reimburse the employee up to \$3,500.00 for legal fees and disbursements actually incurred in selling the old residence and/or buying the new principal residence, (legal fees will be in accordance with a standard recognized scale and could include such items as land transfer tax, survey and legal fees associated with arranging or discharging a first mortgage and mortgage appraisal fees).
2. The Company will reimburse the employee for standard brokerage fees up to \$11,500.00 related to the sale of the old principal residence.
3. To qualify for payment of expenses involved in purchasing a new residence, the employee must give written notice at the time of his/her transfer that he/she intends to buy a residence.
4. If an employee sells a mobile home [i.e., a trailer designed and used exclusively as a residence which exceeds 2.6 metres (8.5 feet) in width or 10.67 metres (35 feet) in length], he/she is considered to have sold his/her residence.
5. When an employee's actual cost exceeds the maximum allowed in either 1 or 2 above the employee may utilize any surplus in the other item up to the maximum of \$15,000.

Exceptions: Any transaction which is not commenced within one year of the date of the employee's transfer. Extension of this time period shall be at the discretion of a director.

Moves resulting from a demotion for cause.

23.6 Housing Assistance Plan

Eligibility for the Housing Assistance Plan is conditional on the employee abiding by all the requirements of the Housing Assistance Plan as listed below:

23.6.1 Application

23.6.1.1 The housing assistance plan applies to regular employees eligible under Item 23.5 who are subject to a forced transfer or who have received a written declaration that they are surplus.

23.6.1.2 The provisions of this policy are only applicable to the principal residence of the employee, but do not cover other commercial (income producing) properties, cottages which are not the principal residence, farms, commercial real estate holdings, tenanted properties (e.g. duplex or triplex), mobile homes on leased land, or residences with urea formaldehyde foam insulation (UFFI) or properties as defined in Item 23.6.1.3.

23.6.1.3 It will be the prerogative of the Company to reject an employee's application for Housing Assistance if the property is not an acceptable risk, with free and clear title.

23.6.2 Purchase Guarantee

23.6.2.1 The Company will provide a purchase guarantee based on an appraisal of the property's current worth by a group of up to three appraisers, to be selected by mutual agreement between Corporate Real Estate and the employee. The appraisals will be done at a time that is convenient to the employee and his/her family. Individual appraisals provided to the Company by the realtors/appraisers will not be disclosed to ensure objectivity for current and future appraisals.

23.6.2.2 The Company will not request appraisals until the employee is ready to list his or her house in the marketplace, providing this is within one year of the employee's transfer to the new work location, and the employee is prepared to abide by Subsection 23.6.2.4 and Subsection 23.6.3.1.

23.6.2.3 The employee must accept or reject the Company's Purchase Guarantee within five working days of its receipt. If the employee rejects the Purchase Guarantee, the Company has no further responsibility with regard to Housing Assistance or the Purchase Guarantee, however, the employee will still be entitled to the other relocation assistance benefits including 23.6.5.3.

23.6.2.4 If the employee wishes to participate in the Housing Assistance Plan, the employee must not list the property for sale until the Purchase Guarantee has been accepted.

23.6.3 Listing of Property

23.6.3.1 If an employee chooses to participate in the Housing Assistance Plan, by accepting the Purchase Guarantee, the employee will immediately list the property for 90 days on MLS (where such service is available) at a price not exceeding 107% of the guaranteed price.

23.6.3.2 Under the Housing Assistance Plan, the Company purchases an employee's principal residence in the former location at market value, if the employee is unable to sell it within 90 days. The house may be purchased by or turned over to the Company after 30 days if the house is vacant and the employee agrees with this action. The employee must put in writing that no real estate fees will be paid if the property is purchased by the Company.

23.6.3.3 The employee will retain the right to sell to a third party until such time as the property is purchased by or turned over to the Company for resale.

23.6.3.4 In order to assist the employee to dispose of the property expeditiously and at a fair market value, the employee must notify the Employee Relocation Administrator of all offers to purchase during the listing period. The Company may ask the employee to accept an offer which is lower than the Purchase Guarantee, whereupon the employee will be compensated for the difference between the Company's Purchase Guarantee and the amount of the offer. The employee's acceptance of any offer less than the Company's Purchase Guarantee is not mandatory and the employee will retain control of the sale of the residence throughout the listing period. All offers to purchase will be held in confidence by the Employee Relocation Administrator.

23.6.4 Sale of Property by the Company

23.6.4.1 The employee must be prepared to sign power of attorney authorizing the Company to sell property on the employee's behalf on the first day following the 90 day listing period. If the employee will be unable to vacate the premises at that time, the Employee Relocation Administrator must be notified.

23.6.4.2 The Company will pay to the employee the difference between the value of the property to the Company (Purchase Guarantee) and all existing encumbrances, including the advance of equity when the house is turned over to the Company or at the end of the 90 day listing period, whichever comes first.

23.6.4.3 When an employee applies for assistance under this procedure, he or she must declare under oath, if required by the Company, all encumbrances of any nature or kind whatsoever, including executions, chattel mortgages, and notices of conditional sales contracts which the employee is obliged to pay.

23.6.4.4 In consideration of the payment to the employee of the amount established in Subsection 23.6.4.2, the employee will complete a deed of sale of the property, conveying the same by good and marketable title, but subject to all existing encumbrances, to the Company or its nominee.

23.6.5 Advance of Equity

23.6.5.1 In order to provide the employee with funds for a deposit or down payment on a residence at the new location, an advance of up to 100% of the employee's equity (Purchase Guarantee minus encumbrances) in the employee's principal residence at the former location may be loaned to the employee by the Company.

23.6.5.2 If the employee accepts the Company purchase guarantee and sells his/her principal residence during the 90 day listing period, he/she is responsible for repaying the Advance of Equity to the Company within five working days of the closing date of the sale of the former residence. Failure to do so will activate the appropriate interest charges to the employee based on the Treasury Division's Published Interest Rate Schedule (employee housing loan five-year term) in effect on the closing date of sale. It is the employee's responsibility to repay the Advance of Equity to the Company within five days of the sale of the former residence, or within 90 days from the date of issue of the Advance, whichever comes first.

23.6.5.3 An employee who rejects the Company's Purchase Guarantee, may take advantage of the Advance of Equity option. If the former principal residence is not sold within 90 days of the date of issue, the employee must pay interest to the Company at his/her own expense commencing on the 91st day. The interest rate will be based on the Treasury Division's Published Interest Rate Schedule (employee housing loan five-year term) upon the expiration of the 90-day period. It is the employee's responsibility to repay the Advance of Equity to the Company when the former residence is sold, or within 180 days (six months) from date of issue of the Advance, whichever comes first.

23.6.6 House Evaluation and Guarantee Plan

Upon subsequent transfer within the Company, an employee will be guaranteed his/her purchase price up to a maximum of four times his/her base salary at the time of the transfer (plus or minus \$3,000 for improvements or damages to the property). This guarantee will be for a period of ten years from the date of purchase. Improvements must be verified by receipts and do not include normal painting, decorating and maintenance costs. An employee may not sell his/her house for less than the guaranteed amount without the consent of the Company.

If an employee contracts to have a house built in the new location, the Employee Relocation Administrator, Corporate Real Estate, must arrange for an appraisal of the new principal residence upon completion to establish the "guarantee amount".

If an employee who is eligible for the House Evaluation and Guarantee Plan rejects, or does not qualify for, the Company's Housing Assistance Plan, the following stipulation will apply. The employee must not sell to a third party for a price less than the employee's original purchase price, unless the sale price is approved by the Employee Relocation Administrator, Corporate Real Estate.

The price level guaranteed by the House Evaluation and Guarantee Plan will be modified downwards in the event of a significant reduction in the level of real estate prices throughout Ontario.

23.7 Transfer of Regular Employees - Staff Reduction and Recall Procedure- PWU Agreement - Article 11

No moving expenses will be paid for an employee being recalled to a vacancy.

Recall shall include employees who are reclassified from a lower classification to their original classification as well as employees who have terminated employment and are recalled.

23.8 Use of Trailers

Special Trailer Allowance: Regular employees entitled to moving expenses who are moving to sites that do not have convenient facilities for parking household trailers will be entitled to a special trailer allowance of \$150.00. Such facilities include blocking up of trailers, hook-up of water, sewage, electricity and the like.

NOTE

Employees moving to established trailer parks, either privately owned or on Company property, will not be entitled to this special allowance.

At Temporary Headquarters: Regular employees who desire to live in a trailer while working away from their residence headquarters may do so with the approval of the department head.

When moving the trailer from one temporary location to another temporary location, the employee will be allowed the cost of only public transportation unless the employee is using his/her car for Company purposes, in which case the standard kilometre rate will be allowed.

At Residence Headquarters:

1. When a regular employee lives in a trailer and moves it to the new residence headquarters by car, payment shall be:
 - (a) In addition to the authorized car kilometre rate, a sum equal to nine cents per kilometre for moving by the shortest practical route between the two residence headquarters.
 - (b) Normal living expense en route for the employee and immediate family.
 - (c) The special trailer allowance of \$150.00 will be paid.

NOTE

Incidental out-of-pocket moving expenses will not be paid.

2. When an employee lives in a trailer but does not own a car or feels that the car is not suitable to pull the trailer:
 - (a) The Company will arrange for the moving of the trailer by the most economical method.
 - (b) The employee will be responsible for arranging a new location for the trailer.
 - (c) The employee and/or family will not occupy the trailer while in transit.
 - (d) Transportation expense will be supplied in the same manner as if the employee were moving from one house to another except that incidental out-of-pocket moving expenses will not be paid.
 - (e) The special trailer allowance of \$150.00 will be paid where applicable.
3. When an employee who lives in a trailer, decides to live in a house at the new location:
 - (a) Personal effects and furniture excluding the trailer will be moved.
 - (b) The employee and family will be supplied transportation in the usual manner.

(c) The employee may claim a \$4,500 allowance for miscellaneous out-of-pocket expenses required by the move. The requirement for supporting receipts and taxability of the allowance will be governed by Accounting Service Procedures.

4. When an employee who lives in a house decides to live in a trailer at the new location, payment shall be either:

(a) Moving expenses for furniture and family, but not trailer, if the employee desires the furniture shipped, or

(b) Expenses as outlined in residence headquarters Subsections 1. and 2., if furniture is moved in the trailer.

(c) The special trailer allowance of \$150.00 will be paid where applicable, but the disturbance allowance will not be paid.

NOTE

The Company will not accept responsibility for any damage to an employee's trailer and/or contents while in transit under any of the circumstances mentioned in Subsection 1.5.

23.9 On Retirement

A regular employee on retirement shall be reimbursed under Subsection 23.5 or 23.7, whichever is applicable, in an amount equivalent to the cost of the move to any location in Ontario in which the employee desires to settle if:

1. A house or trailer is occupied on Company property or a site under the Company's control; and

2. The Company requires the move.

23.10 Allocation of Moving Expenses

When an employee is moved from one location to another, the expenses involved shall be charged to the location to which the employee is moved except in the case of a move of a retiring employee occupying a Company-owned house. In this instance the expenses shall be charged to the residence headquarters at the time of retirement.

23.11 Change of Residence Headquarters

On a change of residence headquarters the employee shall be entitled to actual expenses for a period of up to one month. He/she shall be entitled to an allowance of \$50.00 each day he/she is eligible thereafter.

24.0 RETURN TO RESIDENCE HEADQUARTERS

24.1 General

It is often necessary for Company employees including those on transfer to work at temporary work headquarters which are at points distant from their residence headquarters.

Having due regard to the nature, importance, and length of the job and when practicable, the Company shall, within reasonable limits, reimburse the employee for expenses incurred in returning to his/her residence headquarters once each week. If an employee chooses to remain at the temporary work headquarters, the Company will pay the lesser of the cost of meals and accommodation or the cost of the return trip to his/her regular work headquarters.

24.2 Return to Residence Headquarters on Permanent Transfer

An employee permanently transferred to a new residence headquarters will be reimbursed for expenses incurred in returning to his/her old residence headquarters once each week until he/she moves his/her family to the new location. The maximum period

of entitlement will be four months from the date of transfer to the new residence headquarters unless extension is authorized by the appropriate director.

Entitlement shall cease when the employee moves his/her family to the new location.

All travel time associated with the return to residence headquarters will be outside the employee's scheduled hours of work.

The employee will not be entitled to claim payment for travel time.

24.3 Return to Residence Headquarters When Transferred to a Temporary Work Headquarters

Entitlement will be for the duration of the transfer (subject to postponement as per 24.5.2 below).

All travel time associated with return to regular headquarters will be outside the employee's scheduled hours of work. The employee will be entitled to payment for actual time spent travelling at straight time to a maximum of eight hours each way.

24.4 Assignments to Training Courses

Employees assigned to temporary work headquarters for training courses of five days or more will be compensated for expenses incurred in returning to his/her residence headquarters once each week.

No compensation shall be made for the first three hours of travelling time each way. Payment for periods beyond the first three hours will be at straight time rates up to a maximum of a normal day's basic pay.

24.5 Qualifications to Above Policy

The return trips mentioned in Section 24.1, will be granted subject to the following conditions:

24.5.1 Scheduling of Trips

Return trips to residence headquarters shall be made at times when service or apparatus will not be jeopardized thereby except in case of emergency such as illness in the family or other matters highly important to an employee.

The Company will schedule the trip to meet the needs of the majority concerned or by mutual agreement where the work of some employees is dependent on the assistance or presence of other employees.

24.5.2 Postponement of Return to Residence Headquarters

If, at the end of a week, when a return to residence headquarters would normally take place, it appears that the job will be completed on or before Wednesday of the following week, the return trip may be postponed until the job has been completed. If work is not planned on the weekend, the employee will have the option of remaining at the temporary headquarters or claiming the equivalent cost of staying at the temporary work headquarters and make his/her own arrangements.

24.5.3 Use of Company Vehicles

The round trip to residence headquarters must be made within the scheduled non-working period. It must be made in a Company vehicle whenever the services of a suitable vehicle are available.

When a suitable Company vehicle is available, employees who do not avail themselves of these facilities will not be reimbursed for transportation expenses. Those who remain at the temporary work headquarters will be treated as if they were at residence headquarters.

When transportation by Company vehicle is not provided, the equivalent of public transportation costs or the standard kilometre allowance, whichever is lesser, will be authorized by his/her supervisor for an employee who chooses to use his/her own car instead of public transportation for himself/herself alone or for carrying other employees as passengers.

24.5.4 Isolated Locations

In special cases when a temporary work headquarters is remote from public transportation, employees will be allowed to accumulate or "bank" overtime at straight time rates to a maximum of 40 hours in order to have extra time away from the job. Such permission shall only be granted when the majority of the affected employees agree.

NOTE

Each special case is subject to agreement between the PWU Executive Committee and Labour Relations.

24.6 Alternative to Return to Residence Headquarters

The Company will consider paying travelling costs up to a maximum of the costs to residence headquarters when an employee wishes to go to some other location for personal reasons such as to join his/her family who are vacationing.

25.0 BOARD AND LODGING

25.1 General

The payment or nonpayment of board and lodging (or living-out allowance in lieu thereof) shall be predicated on separation or non-separation from the employee's Residence Headquarters as defined in Part 'A' Item 18.0.

NOTE

No free board and lodging shall be given to employees while they are located in their residence headquarters except where camp facilities are provided.

When Applicable: Board and lodging allowance is only applicable when the employee is absent from residence headquarters for more than one month.

For periods of time up to one month, the employee is entitled to submit an expense report for actual expense incurred.

25.2 Rate of Allowance

The board and lodging allowance shall be \$50.00 per day.

Statutory Holidays and Vacation: Board and lodging will be allowed for statutory holidays.

During annual vacation period, lodging expenses only will be allowed, whenever it is necessary for the employee to retain this lodging for use after vacation, and approval has been obtained from the department head.

NOTE

If, under certain circumstances and local conditions, the standard rate is considered inadequate, and it would result in undue hardship to the employee, a higher weekly limit, commensurate with existing conditions, may be set with the approval of the vice-president or the general manager concerned. In this case, the request must be supported by vouchers.

The standard rates for board and lodging in Company boarding houses shall be \$4.60 per day. The rates for OITs, apprentices, junior clerks and summer students earning the equivalent of salary range 54 or lower shall be \$23.00 per week.

25.3 Absence from Residence Headquarters

The Company shall assume, within reasonable limits, the cost associated with meals, travel and lodging while an employee is assigned to a temporary headquarters. Where possible, single room accommodation will be provided.

Board and lodging shall be supplied without charge if the employee is living in Company-operated quarters.

When employees are required to work away from their normal headquarters for three consecutive days or more in a week, they shall be entitled to claim \$20.00 in compensation for laundry and long distance telephone calls home. The provisions of this item shall also apply to employees who are in receipt of actual expenses or board and lodging allowance due to change in residence headquarters in accordance with Section 25.4.

25.4 Change of Headquarters

25.4.1 Regular Employees - Householders

A regular employee shall be paid expenses up to a maximum period of four months as follows:

Actual expenses for up to one month from the date of actual transfer to the new location, and thereafter the standard board and lodging allowance until the time the household is moved to the new location.

NOTE

Such an employee must be a householder and entitled to the payment of expenses as outlined in Part 'A' Item 23.0.

Extension of Allowance: Payment of any allowance beyond the period of four months must be authorized by the appropriate director.

Eligible Employees: Payment of this allowance will be made only to an employee who indicates an intention to move to the new location.

If the employee fails to move within the time limit, any cash allowance paid in lieu of board allowance shall be recovered by the Company unless the reasons for not moving were beyond the control of the employee and/or the employee actually did board in the new location during this period.

25.4.2 Non-householders

On transfer to Company-operated quarters, an employee who is a non-householder shall pay for board and lodging immediately on transfer.

If not living in Company-operated quarters, an employee who is a non-householder shall be permitted actual expenses to a maximum of up to one month, after which no allowance will be made.

25.4.3 Apprentices

If transferred to a new headquarters upon completion of the training course, the apprentice shall receive allowances as provided for a non-householder in Section 25.4.2.

25.4.4 Attendance at Company-Operated Training Courses

Board and lodging shall be provided or board and lodging allowance shall be paid to all employees when attending a Company-operated training course.

26.0 JOINT COMMITTEES

26.1 Joint Pension and Insurance Committee

Note:

Nomenclature and participation on this Committee are subject to change pending the implementation of amendments to the **AMEC Nuclear Safety Solutions** Pension Plan. The parties agree to revise this item as necessary for the next printing of the Collective Agreement.

1. Scope: To monitor the administration and the financial status of the Pension and Insurance Plan covering all plan members and to recommend changes as set out below:
2. Personnel: The "Joint Pension and Insurance Committee" shall meet at least twice a year or as requested by either party and shall consist of the following members:
 - three PWU members
 - three **AMEC Nuclear Safety Solutions** management members

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

The chair will rotate between **AMEC Nuclear Safety Solutions** and PWU, one meeting each.

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

Pensions

- (a) Monitor **AMEC Nuclear Safety Solutions'** administration of the Pension Plan as established under the Pension Benefits Act, associated regulations and rules, and other applicable legislation.
 - (b) Make recommendations respecting the administration of the Pension Plan.
 - (c) Promote awareness and understanding of the Pension Plan on the part of Plan members.
 - (d) Review the **AMEC Nuclear Safety Solutions'** approved annual financial statements and investment performance.
 - (e) Review the **AMEC Nuclear Safety Solutions'** approved Actuarial Valuations of the Pension Plan and discuss the need for assumption changes.
 - (f) Identify potential benefit changes and discuss cost and other implications. Committee recommendations for benefit level changes will be subject to ratification of the respective parent bodies.
 - (g) The Committee will have the role of making recommendations generally with respect to the notational account. Life Insurance
- (a) Review the financial position, premiums and taxable benefits of the life insurance provisions of the Plan.

- (b) Identify potential benefit changes and discuss cost and other implications. Committee recommendations for benefit level changes will be subject to ratification of the respective parent bodies.

26.2 Joint Health and Safety Consultation

The parties will consult regularly on corporate level employee health and safety matters. The following two joint committees will be established to facilitate this consultation.

26.2.1 Joint Policy Committee on Health and Safety

1. Goal

To participate in the formation of health and safety strategy and policy by providing information and opinion from the Union to the Company's executive on employee health and safety.

2. Personnel

- (a) Company Health and Safety Advisory Committee.
- (b) Union Executive Committee and chairperson of Union Provincial Health and Safety Committee and Union staff advisor.
- (c) The chair will rotate between the chair of the Company Health and Safety Advisory Committee and the Union Provincial Health and Safety Committee.

3. Function

- (a) Identify problems and issues of Company significance which have not been resolved in the Joint Health and Safety Working Committee.
- (b) Review proposed initiatives and advise the corporate executive.
- (c) Evaluate existing policy and advise the corporate executive on recommended changes. This function applies particularly to safety rules and work protection code.
- (d) Develop Joint Policies on Health and Safety
 - i) Authority to Stop Work.
- (e) The committee will meet once a year or as mutually agreed.

26.2.2 Joint Health and Safety Working Committee

1. Goal

- (a) Provide recommendations to assist the Health and Safety Division in the development, implementation and evaluation of corporate employee health and safety policy and programs.

2. Personnel

- (a) Manager, Programming Department, Health and Safety Division and other management staff as deemed necessary from time to time.
- (b) Union Provincial Health and Safety Committee and Union staff advisor to a maximum of eight.

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

26.2.3 Joint Committee on Radiation Protection

A joint committee shall be established on the following basis:

1. Name: Joint Committee on Radiation Protection.
2. Goal: To provide a forum for communications between Management and employee representatives on radiation protection topics, and to develop recommendations to senior management for improvements in the radiation protection program. The resulting program is expected to lead to a level of performance that compares favourably with the best in our business.
3. Structure:
 - a) Chair: The chair shall rotate on a yearly basis between Management and a PWU Executive Representative.
 - b) Members:
 - Six Management representatives
 - Six PWU representatives
 - Two Society representatives
 - c) Secretary: Shall rotate on a yearly basis between the Management representatives and the PWU support staff. Management or the PWU shall not hold both secretary and chair positions at the same time.
4. Functions: Provide, with respect to employee and public health and safety, group recommendations on improvements to the radiation safety program to the General Manager, OHN by:
 - reviewing performance, evaluating against targets and external standards, and recommending broad goals and performance objectives
 - evaluating performance, identifying problem areas and seek commitment for change as appropriate
 - promoting good radiation protection practices
 - defining overall program direction
 - defining appropriate changes to the Radiation Protection Regulations, supporting procedures, and associated programs

It is understood the above will be modified to reflect the final output of the Quality Improvement Team.

26.2.3.5

Frequency of meetings and quorum: the Joint Committee on Radiation Protection will meet quarterly. A quorum will be not less than 50% of the members from each of the parties. In the event that a quorum is not achieved, that quarterly meeting will be cancelled.

26.2.4 Joint Employment Equity/Diversity Committee

1. Goal: To provide a joint forum for work on **AMEC NSS** Corporate Employment Equity, Human Rights and Diversity policies and/or associated corporate issues.
2. Personnel: (a) The committee will be structured to provide broad representation from the Company and the PWU. Up to six positions will be made available to be shared equally between the PWU and the Company (b) The PWU and the Company will be allowed staff advisors as required.
3. Function: To meet and exchange information regularly to ensure that the committee is informed of progress on initiatives undertaken by the Corporation and the Union. Each party will identify and bring forward emerging corporate issues for discussions. Both parties will attempt to agree on recommendation(s) acceptable to all parties and for delivery to the Senior Vice President, **AMEC NSS** Human Resources and/or to the PWU Executive where appropriate. Where agreement cannot be reached, each party will communicate expeditiously their positions to the above appropriate party.
4. Management is responsible for time and expenses, except for union staff time associated with this committee.
5. Reference: Terms of Reference, Tripartite Diversity/Employment Equity Team.

26.2.5 Joint Employee and Family Assistance Committee

A joint committee will be established on the following basis:

1. Name: Joint Employee and Family Assistance Working Committee
2. Goal: Provide recommendations to assist the Company and the Union in the development, implementation and evaluation of employee and family assistance policy and programs.
3. Personnel
 - (A) Chair: The chair shall rotate on a yearly basis between the Company and a PWU representative.
 - (B) Members:
 - . Representative from the Company
 - . Two (2) PWU representatives and one staff advisor.
 - . Two (2) Society representatives
 - (C) Secretary: The secretary shall be supplied by the Company.
4. Function:
 - 4.1 Participate in the identification of problems and issues of significance in employee and family assistance policy and practices.

- 4.2 Participate in the development, promotion and implementation of employee and family assistance programs throughout the province.
- 4.3 On an ongoing basis study, develop and make recommendations for change to the Company employee and family assistance program. This function can be delegated to a sub-committee by mutual agreement.
- 4.4 The committee will normally attempt to resolve issues of mutual interest before seeking intervention by the Senior Joint Union/Management Committee.

27.0 DISTRIBUTION OF PWU NEGOTIATED POLICIES AND PRACTICES

The Company will supply the Union with PWU Negotiated Policies and Practices in quantities to distribute to its stewards and with revisions as may be issued.

28.0 DISTRIBUTION OF AGREEMENT AND WAGE SCHEDULES

The parties will make all reasonable efforts to resolve any outstanding issues within 3 months after ratification. The agreement will be distributed within 6 months from date of ratification. This Agreement shall be printed as soon as practicable after the date of signing and made available by the Company to the Union in sufficient quantities for distribution to its membership.

29.0 TIME CHARGES - UNION ACTIVITIES

29.1 Time Charges and Expenses - Union Representatives

Time off and expenses for Union officers will be granted in accordance with Negotiated Policies and Practices Number 3.

29.2 Time Charges for Employees On Union Business

When the time of employees on Union business is payable by the Union, such time shall be charged at normal rates of pay. The normal payroll burden without the administration charge of ten percent (10%) will be applicable only for Union releases in excess of five consecutive days.

30.0 BANKED TIME

The following Banked Time in Lieu Of Overtime agreement shall apply to all PWU represented employees as follows:

An employee who has accumulated overtime hours shall receive this in earnings, calculated at the appropriate premium rate and cannot be required to take time off in lieu of payment. However, the employee may instead elect to accrue lieu time credit calculated at the appropriate premium rate in place of payment.

If no request is made prior to the overtime being worked, payment at the appropriate overtime rates will be automatic and paid, Part A, Item 10.2 will continue to apply.

The accrued lieu time will be taken at a time which is mutually agreeable to both parties. Banked time can not be taken when overtime is required to cover the shift that the individual is requesting off.

The employee can bank up to 40 hours, and can only renew the 40 hours or a portion thereof after it has been scheduled off or paid out. If the employee chooses to cancel scheduled banked time it will be paid out and cannot be put back in the bank.

Any banked time in lieu of overtime not scheduled off as of December 1 each year will be paid out.

Note: This provision will replace all existing Banked Time in Lieu of Overtime Agreements or Mid-Terms

31.0 EYE PROTECTION

Approved eye protection shall be supplied to individual prescription to all employees who normally wear glasses and are required to wear eye protection for an appreciable amount of time in the performance of their duties.

32.0 PERSONAL TOOLS

T&WE mechanics at Pickering and Darlington

The company will provide T&WE mechanics at Pickering and Darlington the tools necessary to perform their job.

33.0 SPECIAL CLOTHING FOR EMPLOYEES

33.1 General Policy Regarding Work Clothing

Except where provided by the Company in accordance with this Collective Agreement, employees must provide at their own expense suitable clothing for the performance of their regular duties. In general, clothing must be suitable for the safe and efficient performance of the work but need not be uniform in appearance.

So far as is consistent with standard stores' policy, the Company will purchase certain types of work clothing in bulk for resale on the most favourable terms possible to employees requiring them in connection with Company work.

33.2 Special Clothing That May Be Provided at Company Expense

Subject to certain conditions outlined herein, special clothing may be obtained at the expense of the Company for issuance to employees under the following conditions:

33.2.1 Where Uniform Appearance is Required

Where uniform appearance is required by the Company as in the case of certain receptionists, guides, messengers, drivers, and security guards uniforms will be provided.

Where employees are required to wear uniforms they will be provided yearly with a \$200 allowance to offset the cost of cleaning

33.2.2 For Work Outside of the Employee's Regular Routine Duties

A limited number of rainproof coats and hats may be obtained and kept available at construction headquarters, attended stations, etc., for persons who normally work indoors but who are occasionally required to work out of doors under adverse weather conditions, as for example when working during emergencies, operating switches, cleaning racks, etc.

Clothing supplied at stations should be limited to one or two coats and hats, depending upon the number of employees.

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

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

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

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

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

Aprons, gloves and sleeves made of plastic, plastic-coated or other approved material may be provided for employees who are required to handle creosote, creosoted poles or timber as a protection against burns or damage to clothing.

Protective clothing such as coveralls, gloves and rubber boots may be provided for temporary issuance to employees for use when applying herbicides.

Because of the fire hazard in welding and the destructive nature of the work, welders' aprons, armlets and gauntlets may be provided.

33.2.5 To Promote Safety

Safety headgear, eye protection, rubber gloves (electrical), and similar items which are designed exclusively for the safety of employees and the wearing of which is made obligatory on certain types of work, will be provided by the Company.

Special footwear will be provided for the safety of workers when required to work near forebays, sluices, etc., under icy, slippery or otherwise hazardous conditions.

Safety Footwear:

I Employees required to wear protective footwear will be reimbursed as follows:

The dollar limits (actual cost) are:

- (1) For those persons required to regularly wear climbing spurs or who are regularly required to climb steel structures as part of their normal duties:

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

II Employees who are not required to wear protective footwear:

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

NOTES

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

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

These actual cost maximums include applicable taxes.

33.2.6 Special Conditions

Requests for items of clothing not mentioned but which might be reasonably supplied under the conditions set forth herein will be considered, each case on its own merits.

The company will supply maternity clothing where it is reasonably available to the Company and is requested by a pregnant employee.

33.3 Issuance, Care of, and Responsibility for Clothing Provided by the Company

In order that the use obtained from clothing purchased by the Company may justify the expenditure, the following shall be carefully observed:

1. Except in isolated cases, special clothing must not be issued to any one employee for exclusive use but must be kept available for any employee who may require it for Company purposes mentioned herein.
2. When no longer required on the job, clothing must be promptly returned to local headquarters, station or truck where it will be readily available when required.
3. All clothing furnished by the Company will remain the property of the Company and must be clearly and prominently marked for easy identification.
4. Where loss or destruction of Company clothing issued to an employee occurs as a result of carelessness on the part of the employee, the employee will be required to make good such loss.

34.0 PURCHASING PRIVILEGES - SURPLUS EQUIPMENT STORES

Employees shall have purchasing privileges at Surplus Equipment and Material Stores to the same limit as extended to the general public.

35.0 RETURN OF COMPANY PROPERTY

It is agreed that employees whose employment terminates with the Company shall be responsible for the return of any Company property issued to them during the term of their employment. Failure to return such property shall result in the Company deducting its current value from any monies owing to the employees.

36.0 TIME CHANGE - SHIFT WORKERS

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

1. Employees who are scheduled to work during the affected hours will work a shift which is either shortened or extended by one hour.
2. Payment for the shortened or extended shift will not be calculated on the basis of actual hours worked, rather will be based on the number of hours normally worked (eight or twelve).

37.0 REST PERIODS

Each employee shall be entitled to a 10 minute rest period in the first half and second half of each scheduled work day at a time designated by the Company.

38.0 SKILLS DEVELOPMENT FUND

AMEC NSS will make available funds to PWU represented regular employees that can be self directed to meet individual development needs.

Regular employees will be entitled to claim costs for the purchase of materials such as periodicals, textbooks, manuals and journals which relate to the work performed by the employee at AMEC NSS.

Regular employees will also be able to claim costs of memberships in associations that have direct bearing on the type of work performed by the employee.

The employee will be able to claim up to \$250.00 in each year of 2006, 2007, 2008 and 2009 only.

Claims must be accompanied by receipts and submitted through the normal expense claim process. If there is any doubt as to whether an item is covered by this provision, clarity should be sought from the supervisor.

All periodicals, textbooks, manuals and journals must be recorded in the document registry.

39.0 Bi-WEEKLY PAY DAYS

39.1 Salaries and wages of all employees throughout the Company covered by this Agreement shall be once every two weeks on the third Thursday following completion of the pay period. This payment will be by direct deposit to one account designated by the employee in a Canadian financial institution with a Canadian Payment Association (CPA) serviceability code of 1 or 2. (CPA serviceability code definitions in effect June 5, 1991 or subsequent code numbers providing equivalent accessibility). The Company is responsible for the cost of depositing these funds to the employee's account.

39.2 Existing employees who were paid the equivalent of one week's base pay during the transition from weekly pay to weekly direct deposit pay will have the amount of this one week payment deducted from their final payment of salaries and wages from the Company (i.e., termination, retirement, etc.)

40.0 ESCALATOR CLAUSE

1. The parties have agreed for the **four** year term of this collective agreement to include an escalator clause applicable in the **second, third and fourth year** of the contract. This provision will terminate as of **March 31, 2010** and will not be automatically renewed. This escalator clause is generate a maximum of **one payment on April 1, 2007 and one payment on April 1, and one payment on April 1, 2009**, and none thereafter.

2. In the **second** year of the collective agreement, namely **April 1, 2007** to **March 31, 2008**, the following formula shall apply:

(a) An increase of more than **the economic increase effective April 1, 2007 in the Canada All Item Index (total CPI 1992 = 100% published by Statistics Canada for February 2007 (published in March 2007) over the index for February 2006 (published in March 2006)** will activate the escalator clause.

(b) **A lump sum payment will only be made when the change in CPI as calculated in 1) above exceeds the economic increase by 0.5%. the actual amount paid will be the difference between the change in CPI and the economic increase that is effective on April 1, 2007. In no case shall the total amount of such increase exceed 1%.**

Example:	Annual Index 3.5%	Payout = 0%
	Annual Index 3.55%	Payout = .55%
	Annual Index 4.1%	Payout = 1.0%

3. In the **third** year of the collective agreement, namely **April 1, 2008** to **March 31, 2009**, the following formula shall apply:

(a) An increase of more than **the economic increase effective April 1, 2008 in the Canada All Item Index (total CPI 1992 = 100% published by Statistics Canada for February 2008 (published in March 2008) over the index for February 2007 (published in March 2007)** will activate the escalator clause.

- (b) A lump sum payment will only be made when the change in CPI as calculated in 1) above exceeds the economic increase by 0.5%. the actual amount paid will be the difference between the change in CPI and the economic increase that is effective on April 1, 2008. In no case shall the total amount of such increase exceed 1%.

Example:	Annual Index 3.5%	Payout = 0%
	Annual Index 3.55%	Payout = .55%
	Annual Index 4.1%	Payout = 1.0%

4. In the fourth year of the collective agreement, namely April 1, 2009 to March 31, 2010, the following formula shall apply:

- (a) An increase of more than the economic increase effective April 1, 2007 in the Canada All Item Index (total CPI 1992 = 100% published by Statistics Canada for February 2009 (published in March 2009) over the index for February 2008 (published in March 2008) will activate the escalator clause.

- (b) A lump sum payment will only be made when the change in CPI as calculated in 1) above exceeds the economic increase by 0.5%. the actual amount paid will be the difference between the change in CPI and the economic increase that is effective on April 1, 2009. In no case shall the total amount of such increase exceed 1%.

Example:	Annual Index 3.5%	Payout = 0%
	Annual Index 3.55%	Payout = .55%
	Annual Index 4.1%	Payout = 1.0%

5. In the calculation of fractions, the simple 5/4 method of rounding will be used. That is, .00001 to .00499 rounds down and .00500 to .00999 rounds up. This rounding methodology is to be used in the calculation of wage rates.
6. The availability of the escalator shall depend upon the continued availability of the Index calculated on its present base and in its present form. If the Index is not available, the parties will meet and agree on an appropriate alternative conversion of the Index.

41.0 Reduced Work Week Entitlement (RWE)

This clause is applicable only to those employees who were forty (40) hour workers on or before October 3rd 2001 and who voted in favour for the restoration of a RWE

The RWE shall operate in the following manner:

Employees who voted in favour for the restoration of RWE shall continue to work forty (40) hours per week. They will be paid for thirty nine (39) of these hours and the additional worked hour will be banked to a maximum of fifty (52) hours per year.

1. The normal scheduled and paid hours of work will remain at 40 per week.
2. Overtime rates will be paid for all hours in excess of normal scheduled hours.
3. This banked time may be taken on such days as the employee and his/her supervisor mutually agree upon following reasonable advance notice on the part of the employee.
4. Banked time may be taken off in a minimum of half-day (i.e., four-hour) increments.
5. Banked time accumulated in a calendar year must be taken by April 30 of the following year.

6. Where the employee is unable to reach mutual agreement with his/her supervisor to take his/her banked time entitlement (except when exhausting sick leave prior to LTD as noted in Part 'A', Item 12.2.1), unused banked time entitlement will be assigned on the last working day(s) prior to April 30.
7. Where an employee falls sick on his/her scheduled banked time off, that day will not be charged against his/her sick leave credits, but shall be treated as banked time off for pay purposes.
8. Banked time will not accumulate for any period of unpaid leave exceeding 40 consecutive scheduled hours. Scheduled days off will not be considered as breaking the consecutive nature of scheduled hours. Banked time will accumulate during a paid leave of absence and Pregnancy / Adoptive / Parental Leave.
9. When an employee terminates or when an employee is reclassified to a job where the normal hours of work are less than 40 hours per week, unused banked time will be paid off at straight time rates.

42.0 Wage Structure

April 1, 2006

3%

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

April 1, 2007

3%

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

April 1, 2008
3%

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

April 1, 2009
3%

Band	Step 0	1	2	3	4	5	6	7	8
I	16.15	18.63	21.43	22.99	24.52	26.40	28.56		
II	21.12	22.35	23.94	25.47	27.03	28.89	30.76	32.62	34.79
III	27.33	29.20	31.06	32.92	35.09	37.27	39.75	42.24	44.72

Band 3 Apprentices/Trainees/ Nuclear Operator Trainees

Band II	Step 0	Step 3	Step 5							
Band III				Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	

Students: First year Band 1 Step 0, Second year and every year thereafter, Band 1 Step 1

43.0 TEMPORARY EXTERNAL PROJECT ASSIGNMENTS IN ONTARIO

This provision deals with the rights of PWU members who accept temporary external project assignments involving project work to be performed within Ontario.

1. The PWU maintains the right of representation for members performing work on such projects.
2. The PWU recognizes the need to have the ability to assign volunteer PWU members to such project assignments, away from Company facilities. In order to meet these needs, **AMEC NSS** may require labour contract flexibility.
3. The Sector Vice-President and **AMEC NSS** will jointly develop principles for the establishment of labour terms and conditions for external projects involving work to be performed by PWU workers in Ontario.
4. The proposed labour terms and conditions for Ontario-based work for a particular external project will be submitted by **AMEC NSS** to the PWU Sector Vice-President for review. Where the principles (jointly developed under Item 3) have been satisfied, the Sector Vice-President will provide written agreement to the proposed terms and conditions within 48 hours. Where the principles have not been satisfied, the Sector Vice-President will advise **AMEC NSS** within 48 hours of the issues to be addressed, will negotiate with **AMEC NSS** to resolve these issues, and will reach a final joint decision (agreement or rejection) within an additional 48 hours. The terms and conditions jointly agreed upon for a particular project will change the normal provisions of the Collective Agreement for the term of the particular external project.
5. In the event of applying Article 11, employees who accept temporary **AMEC NSS** assignments will continue to be considered as though they had remained in their home work unit and will be subject to the contractual terms and conditions then in force. Employees will be entitled during the term of their Ontario-based **AMEC NSS** assignments to exercise their redeployment rights unless **AMEC NSS** determines that to do so would seriously jeopardize the international project, in which case the affected employees' rights will be deferred until they return to their home unit.

PART D

CLERICAL/TECHNICAL

PART D

CLERICAL/TECHNICAL

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

PART D

**CLERICAL / TECHNICAL
CLERICAL/TECHNICAL**

Specific Matters of Agreement

1.0 WAGES

The wage rates for all employees covered by this section of the Collective Agreement shall be in accordance with, Part A Item 42 and Article 8

2.0 HOURS OF WORK - GENERAL

1. Clerical/technical employees whose basic hours of work are 35 hours per week may be periodically required to change their work location and to work 40 hours per week or the same hours as field staff. All hours in excess of seven hours per day, Monday to Friday, are to be paid at the appropriate premium rate.
2. Certain technician classifications which have been established on a 40-hour week basis shall continue to work normal hours of 40 hours per week but when on field work may be required to work the same hours as the field staff.

2.1 Hours of Work - Specific

With the exception of shift work, head office hours shall be a 35-hour week subject to Article 8.13

8:30 am - 12:00 noon (Monday through Friday)
1:00 pm - 4:30 pm (Monday through Friday)

2.1.1 Variable Working Hours in Head Office

The governing policy of variable working hours at head office is to improve business performance, employee and customer satisfaction by offering flexibility in start and stop times and lunch periods for employees.

The work week will consist of five, seven/eight hour days, Monday to Friday. The hours of work selected must be in accordance with the observation of core working hours of 9:00 a.m. to 11:45 and 1:15 p.m to 2:30 p.m.

Each month employees may select their standard work period for the following month. Employees may select a starting time which is not earlier than 7:00 a.m. and not later than 10:00 a.m. or at 1/4 hour intervals prior to that. Their finishing time will not be earlier than 2:30 p.m. They may select a 30, 45, 60, 75 or 90 minute lunch period to be taken between 11:45 a.m. and 1:15 p.m.

The hours of work selected are subject to the supervisor's approval. The supervisor may, if necessary, restrict some employees to the hours of 8:30 am to 4:30 pm (for 35 hour per week employees), if, for example, the hours of work selected reduce the level of service provided by the employee to members of the employee's team, the employee's supervisor, the Business Unit or the customers of the Business Unit. The supervisor may not assign 35 hour per week employees to hours of work outside of 8:30 am to 4:30 pm, except as provided for in Part 'D', Section 4.0 - Overtime.

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

2.2 Hours of Work - Outside Head Office

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

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

3.0 SHIFT DIFFERENTIAL AND SHIFT WORK

It is recognized that from time to time it may be necessary, due to the nature of the Company's operations, to place certain clerical/technical day working employees on shift work. Where this occurs, the following provisions will apply:

1. Shift work shall not be implemented for a period of three working days or less. If the working period is three days or less, the appropriate premium rate will be paid for the minimum three-day period.
2. The Company will provide 72 hours' (three calendar days) posted notice of the commencement and termination of a shift. Failure to provide such notice will require a penalty payment of premium rates for all changed hours of work within the notice period.
3. Such a placing on shift work shall not deprive an employee of his/her total number of normal scheduled weekly hours.
4. Revision to the work schedule shall provide for a minimum of 15 hours off between shifts. Failure to provide such time off will require the penalty payment for the first affected shift.
5. Shift differential shall apply to employees required to work on a three-shift schedule or a two-shift schedule and shall not apply for overtime hours.
6. Shift work will be scheduled on a Monday to Friday basis.
7. Work in excess of the total number of normal daily hours will be paid at the appropriate overtime rates.
8. The following shift differentials shall apply:
 - (a) Sixty-five cents per hour to employees scheduled to work between the hours of 1600 and 2400.
 - (b) Eighty-five cents per hour to employees scheduled to work between the hours of 0000 and 0800.
9. Regular part-time and temporary part-time employees will not be eligible for shift differential when the shift starts and ends between the hours of 07:00 and 18:00.

4.0 OVERTIME

Due to the nature of the Company's operations, some employees will be required to work overtime. Overtime will be minimized and managed within the limits of corporate effectiveness and customer impact. In recognition of employee well-being and inconvenience, an effort shall be made to equitably distribute overtime amongst all qualified employees. Overtime, as used herein, means that part of the actual working time which is outside the normal scheduled hours and is, therefore, subject to compensation at premium rates.

4.1 Overtime Definitions

Prearranged Overtime: Work performed outside the normal scheduled hours for which notification must be given a minimum of 24 hours in advance. Time shall be counted from the time the employee reports for work until the employee finishes work.

Emergency Overtime: Work performed outside the normal scheduled hours which is neither prearranged nor extension overtime. Time shall be counted from the time the employee reports for work until the employee finishes work.

Extension Overtime: Work performed outside the normal scheduled hours as an extension of the normal scheduled hours (either immediately preceding or following the normal scheduled hours). Time shall be counted from the time the employee reports for work until normal starting time or from normal quitting time until the employee finishes work.

4.2 Payment For Overtime

Overtime, as used herein, means that part of the actual working time which is outside the normal scheduled hours, and is therefore, subject to compensation at premium rates.

Premium payment for overtime shall be as follows:

1. One and one-half times the employee's basic rate shall be paid for all work performed during the first four clock hours after normal quitting time, Monday to Friday inclusive. It will also apply to the first four hours of overtime worked on an unscheduled day of work.
2. Two times the employee's basic rate shall be paid for:
 - All work performed outside of the first four hours after normal quitting time, Monday to Friday inclusive, and after the first four hours on an unscheduled day of work.
 - All work performed on Saturday, Sunday and statutory holidays which occur Monday to Friday.

4.3 Overtime - Miscellaneous Provisions

1. In order to alleviate excessive inconvenience, an effort shall be made to equitably distribute overtime amongst all qualified employees. Where employees feel they have been assigned abnormal amounts of overtime, consideration of such cases shall be considered fit matter for discussion at local level.
2. The Company agrees to control excessive authorized overtime by restricting actual overtime to not more than 12 hours per week, excluding travelling time. Under extraordinary circumstances, the Union will consider waiving the restrictive features of this clause.
3. A travelling allowance up to a maximum of one hour shall be paid at the appropriate overtime rate when an employee is called in to work overtime and an extra trip is involved. See also Section 4.4.
4. Because an employee was required to work overtime or because he/she lost time in changing shifts, he/she shall not be prevented from working his/her total number of normal daily hours in any normal scheduled day of work. If the employee cannot be supplied with the work required to make up the normal daily hours of work in that day, his/her pay shall be adjusted to provide a minimum of his/her normal weekly hours of work.
5. If an employee who has worked overtime and is physically capable and the group of which he/she is ordinarily a member is at work, he/she shall not be deprived of the opportunity of working his/her normal scheduled hours in addition to the overtime he/she may have worked.
6. An employee who has accumulated overtime hours shall receive this in earnings, calculated at the appropriate premium rate and cannot be required to take time off in lieu of payment.
7. An employee who is required to work continuously for more than 16 hours or an employee who accumulates 16 hours of working time in any 24 hour period without a minimum five hour continuous break between 23:00 and 07:00 hours shall be entitled to an eight-hour rest period. Time spent for meals may be deducted from the total elapsed time but is not to be considered as breaking the continuity of the hours worked.

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

Should he/she be required to continue working beyond 16 hours he/she shall be paid two times his/her normal basic rate until an eight-hour rest period is granted. Should an employee be released before 16 hours have elapsed, he/she will not be entitled to an eight-hour rest period, and his/her right to continue work at straight time will be governed by Section 4.3(5.).

8. Equivalent time off without pay - See Part 'A', Section 10.2.

4.4 Minimum Payments - Overtime

All Part 'D' clerical/technical employees who are called out to work overtime with or without notice shall receive the following:

When minimum payments apply no travel allowance will be paid.

1. All prearranged overtime performed or reported for due to lack of notice of cancellation, Monday to Friday inclusive, shall receive a minimum of two hours at straight time or the actual time worked at the appropriate premium rates, whichever is the greater.
2. All prearranged overtime cancelled with 48 hours of the designated time of work commencement shall require payment of two hours at straight time.
3. All prearranged overtime performed or reported for due to lack of notice of cancellation on Saturdays, Sundays and statutory holidays shall receive a minimum payment of four hours at straight time or the actual time worked at the appropriate premium rates, whichever is the greater.
4. This shall not apply where the overtime period commences on a Saturday, Sunday or statutory holiday, as part of a longer overtime period continuing into the next calendar day.
5. All emergency overtime work shall receive a minimum payment of four hours at straight time or the actual time worked at the appropriate premium rate, whichever is the greater, providing short emergency calls are not repeated within one hour of the completion of a previous call for which the four-hour minimum was paid.

If the call-out occurs less than two hours before the commencement of normal starting time, the minimum will not apply and the appropriate premium rate will be paid continuously from the call-out time until normal starting time.

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

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

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

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

Overtime is defined as:

- (a) Hours worked which are in excess of the normal daily hours of the classification. The premium payment for such work is one and one-half times the employee's basic rate for all work performed during the first four clock hours after the normal quitting time of the classification, and two times the employee's basic rate for all work performed outside of the first four clock hours after the classification's normal quitting time.

and/or

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

and/or

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

5.0 PROVISION OF MEALS

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

- (a) Employees provide their own meals on regular days of work.
- (b) When an employee works overtime on a regular day off, he/she will be expected to provide one meal if 23 hours notice has been given.
- (c) When an employee works extension overtime before or after normal scheduled hours, all required meals will be provided by the Company. The first meal (or meal allowance) will be provided when two (2) hours of overtime are worked. Subsequent meals or meal allowances will be provided every four (4) hours of overtime worked thereafter.
- (d) When meals cannot be reasonably obtained¹², an allowance of \$15.00 per meal will be paid.

5.1 Meal Periods

- (a) Employees on day work shall take a meal period designated by the Company and shall not be paid for this time (unless otherwise provided for in the Collective Agreement).
- (b) Employees on shift work shall eat their meals during the shift hours as conditions permit.
- (c) When an employee works extension overtime, no time shall be deducted for eating such meals where the employee eats the meal on the job and in a minimum of time.

6.0 PRINCIPLES RE RESOURCING FOR RELIEF, ACTING & TEMPORARY ASSIGNMENTS

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

Sound business management while meeting the intent of the collective agreement with regards to:

- Selection for step-up
- Duration of step-up opportunity
- Equitable distribution of step-up opportunities

Supervision

For supervisory positions primary consideration will be given to personal qualities such as leadership and the understanding and display of the practice of good human relations.

Definitions

Relief: Replacement of an incumbent who is absent.

Temporary: Where there is additional work a temporary nature, without an incumbent

¹² 'Reasonably obtained' is to be defined locally by Union and Management.

Acting: There is a vacancy in a position, i.e. no incumbent and the work needs to be done during posting selection process.

Relief/Temporary/Assignments of greater than 25 days duration.

As per Part D item 6.1, step-up opportunities are rotated within the job family:

- By Seniority
- Site-Wide
- Employed for a minimum of 6 months in his/her base position
- Not already on assignment
- An employee will not be refused twice due to a lack of the same qualification

Regular employees shall be given step up opportunities over temporary employees.

6.1 Relief Work

Intent

The assignment of relief is a Management right and increased duties must be assigned not assumed. Compensation for relief assignments shall be in accordance with Article 8.

1. The Company shall notify the employee in writing, in advance where possible, of the requirement to perform relief, of the general nature of the major duties to be performed, and the rate to be paid during the relief period.
2. Notification of the **Principal Steward** is required when the employee is required to relieve for a period of two working days or more.
3. Statutory holidays will not affect the continuity if they occur between the first and second days.

Payment for a statutory holiday shall be at the relief rate if it occurs during the relief period and at the normal rate if it occurs at the beginning or the end of the relief period.

6.2 Acting in a Vacant Position

An employee may act in an existing job in which a vacancy is created, pending the arrival of a successful applicant to the vacancy. When an employee is to be placed in an acting position, the Company shall notify the employee and the **Principal Steward** in writing setting out:

1. The reason for the acting position.
2. The general nature of the major duties to be performed.
3. The rate to be paid for the acting position.
4. The expected duration.

The duration of the acting period shall not exceed 90 days from the date the employee is placed in the acting capacity, unless an extension is agreed to by the Company and the Sector Board Chairperson of the Union. Pending the arrival of the successful applicant and his/her assuming the normal duties, the acting incumbent who is performing the normal duties and responsibilities of an acting position shall receive the appropriate rate in accordance with Article 8 and Part A Item 42.

6.3 New Personnel Development (Training and Experience)

The benefits of personnel development to the Company and to the individual are recognized.

Also recognized is the emphasis placed on personnel development, when determining qualifications, for promotion purposes. The need for equitable development opportunities and treatment of individuals and groups is clear. Therefore, it is agreed that:

1. Individuals and groups should receive equitable development opportunities and treatment.
2. Disruptions to training will be minimized. Where the work situation, unavoidably, precipitates an inequality of development opportunity and treatment, such inequity will be recognized and will not be allowed to work to the disadvantage of that individual or group.
3. Employees shall receive 100% of approved reimbursable costs, paid for external training which:
 - creates or maintains an employee's capability related to current job performance,
 - creates an employee's capability for a position identified in a succession, retraining or redeployment plan.

Employees shall receive 75% of registration/tuition fees and learning material costs for external training activities which create employee's capability for future jobs within the Company and provided such training is outside working hours.

7.0 POSTING OF VACANCIES

All vacancies as set out in Article 10.1 and as covered by this section of the agreement will be posted when they become vacant with the following exceptions:

1. A change to the job duties which results in an upward change of the pay bands shall not be considered to create a vacancy.
2. Changes to jobs which result in a surplus in staff complement of the work group shall not be considered to create a vacancy in the resulting job(s).

7.1 Posting Procedures

A notice of vacancy referring to Clerical-Technical positions shall be based on the job description and shall be posted province wide. Nothing contained in the notice of vacancy shall contravene the information contained in the job documents. No important information (subject to space limitations) shall be omitted.

Refer to Part 'A', Section 17.2 - Notification to Applicants.

8.0 POSITIONS EXCLUDED AS PER ARTICLE 1 - CLERICAL/TECHNICAL

Incumbents in positions excluded under Article 1 perform certain inherent work functions which are part of their normal duties. It is also recognized, however, that such work functions will not be performed for the purpose of reducing staff requirements or deliberately to avoid overtime for employees represented by the Union. If the Union believes that this provision is being abused, it may lodge a grievance under Article 2 of the Collective Agreement.

9.0 SHIFT WORK - INFORMATION MANAGEMENT FACILITIES

It is recognized that Information Management Facilities shift working employees at head office must undergo conditions not normally experienced by other clerical/technical employees.

9.1 Rate of Pay

The basic rate of these employees shall be by Article 8 and Part A item 42. Calculation of all premiums shall be made on this basic rate. An increment of seven and one-half percent (7.5%) shall be added to the basic rate of each classification when such classification is designated as being two- or three-shift and six- or seven-day operation. Classifications designated as two- or

three-shift, five-day, Monday to Friday operation, will be paid at the basic rate. When an employee is to be placed on or taken off shift work, the Union's **Principal** Steward will be notified of such changes in writing.

9.2 Hours of Work

Shift working personnel shall work an average of 35 hours per week over a period of approximately one year. Employees will be informed of their time balance in June. Each employee's time will be balanced at the end of one of the five fiscal weeks immediately preceding December 16. Payment of plus time balances existing on the time balancing date shall be paid before December 31 at the rate of one and one-half times the employee's classification basic rate in effect at the time balancing date.

NOTE

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

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

9.3 Scheduling Provisions

The Company will be responsible for the preparation, content and administration of shift schedules averaging 35 hours per week over approximately a one-year period. These schedules shall cover a nine-week period, posted two weeks in advance, showing the days, hours of work (shift), and position of each employee. Any reserve employees and their hours of work (shift) shall be shown on the schedule. The schedule will provide for a minimum of two shifts (16 hours) off between shifts. Failure to comply with two weeks' advance posting as stated herein shall require payment of one and one-half times the employee's basic rate for work performed under the new schedule until the notice period has elapsed.

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

NOTE

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

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

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

Normal Work Schedule

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

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

9.4 Schedule Alterations

A minimum of seven days' notice shall be given when an employee's hours of work as shown on the schedule are to be changed, with the following exceptions:

1. Reserve hours of work may be changed within a calendar day, providing a minimum of two non-working shifts' (16 hours) notice is given before the start of the first affected shift.
2. With four days' notice, reserve days of work may be interchanged with scheduled days off, within the posted schedule. Such interchange will not be used for an employee while attending meetings involving the Union.
3. In the case of illness, which would result in a staff shortage, four (4) days' advance notice will be given when placing an employee on shift.

9.4.1 Penalties

Failure to give the required notice, stated in Subsection 9.4, shall result in the payment of one and one-half times the employee's classification basic rate until the notice period has elapsed.

9.5 Shift Differential

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

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

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

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

9.6 Special Payment Provisions

One and one-half times the employee's classification basic rate shall be paid for scheduled shift work performed on Sundays, and statutory holidays.

NOTE

Shift workers shall receive entitlement for the same number of statutory holidays as Monday-Friday, day-working clerical/technical employees. Therefore, when a statutory holiday falls on a Saturday, statutory holiday credit shall not apply. See chart at end of this section.

9.7 Overtime

Overtime for shift workers shall be paid at the appropriate overtime rate for all hours worked outside of the posted shift schedule as per Part D, Item 4.2, paragraphs 1 and 2.

9.7.1 Minimum Payments - Overtime

Minimum payments for overtime shall be in accordance with Part 'D', Section 4.4.

Payment for overtime shall be made not later than on the second pay day following the pay period during which the overtime was performed.

The Company agrees to control excessive authorized overtime by restricting actual overtime to total not more than two shifts (16 hours) in any given pay week.

9.8 Definition of Notice

Notice: as referred to in this section shall be defined as per the following example:

One day's notice shall mean three shifts (24 hours and not an individual employee's shift) prior to the start of the first affected shift. Also, the notice period shall be deemed to commence coincident with the posting of the revised schedule. A reasonable effort will be made to contact the employee affected by the change.

9.9 The following items will be credited, for pay purposes, on an hour-for-hour basis.

1. Personal time off.
2. Travelling time outside normal working hours.
3. Payment for temporary supervision.
4. Time charges and expenses - employee union representative.

When the following items apply a "day" will be the scheduled hours of work for that day:

1. Jury duty.
2. Funerals.
3. Moving day.

The basic statutory and special time off provisions remain unchanged in that the time off and pay entitlements will continue to be calculated on a seven-hour basis.

9.10 When employees are on vacation or sick leave, their time for these particular days is to be credited with only seven hours and no positive time balance of one hour.

10.0 TEMPORARY GUIDES

The normal hours of work of a temporary guide will be up to a maximum of 35 hours per week which may be scheduled on any day of the week with an average of two days off per week. Temporary guides are not eligible for the payment of shift differential. Overtime shall be paid for all hours worked in excess of 35 hours per week as per Part D, Item 4.2, paragraphs 1 and 2.

NOTE

The payment for scheduled work performed on a statutory holiday will be one and one-half times the employee's basic rate plus a lieu day.

The Company will provide a suitable uniform and bear the cost of cleaning at intervals decided upon by the Company.

Transportation provisions will be in accordance with Mid-Term Agreement entitled "Transportation for Employees to Outlying Stations". In addition, the Company will bear the cost of transportation for female employees required to travel during periods of darkness in those locations where appropriate public transportation is not available.

11.0 HEALTH PHYSICS TECHNICIANS - HEALTH AND SAFETY

11.1 Hours of Work - Health Physics Technicians

The parties agree to develop a schedule covering seven days per week for a period of not less than 3 months to be posted 30 days in advance, providing an average of 35 hours per week.

The following are the recognized criteria for developing an acceptable shift schedule:

1. The schedule should equitably rotate among all employees.
2. The schedule should follow a repeating pattern so that it is easily understood.
3. The majority of employees in each location must agree to the schedule.
4. The schedule may provide flexibility in the work day and work week.
5. The schedule must provide for time balancing.

NOTE

In the event that the parties fail to develop an agreed to shift schedule, the provisions of Part D, Item 4.0 will apply.

11.2 Method of Payment

11.2.1 Scheduled Hours

Payment at straight time, Monday to Friday.

Payment at time and one-half for all scheduled hours worked on Saturdays and Sundays.

11.2.2 Overtime

Payment for all work performed outside of scheduled hours to be made in accordance with the overtime provisions of Part 'D' Section 4.0.

11.2.3 Statutory Holidays - Scheduled Hours

Time and one-half for all scheduled hours worked on a statutory holiday, plus statutory holiday credit.

11.2.4 Statutory Holidays - Overtime

Double time for all non-scheduled hours worked on a statutory holiday, plus statutory holiday credit.

12.0 SHIFT WORK – TECHNICAL STAFF (Inspection and Maintenance Technicians)

12.1 Applicability

This section applies to Inspection and Maintenance Technicians I/II/III.

12.2 Intent

I&M technicians are primarily day workers. However operational requirements mean that these employees will be required to work shift from time to time. The Company may select and assign I&M Technicians to shift work for up to eight (8) months in total per annum per employee.

12.3 Implementation

Although the content, preparation, posting and administration of the shift schedule is the responsibility of the Company, an annual province wide secret ballot vote by I&M Technicians will determine whether the shift schedule will be composed of 8 or 12 hour shifts. The choice of a simple majority of those voting will prevail. Shift preferences will be made known to the Company prior to the commencement of the new schedule. A province wide 12 month I&M schedule will be posted 30 days prior to its starting date.

12.4 Duration of Shifts

Shift work employees will work 8 or 12 hour shifts determined in accordance with 12.3. The design of shift schedules may be time balanced to greater than base hours (35 hours per week). The design of the schedule shall provide for a minimum of 16 hours off between shifts when working on an 8 hour shift schedule and 12 hours off between shifts when working on a 12 hour shift schedule.

12.5 Scheduling Provisions When on Shift

12.5.1 A minimum of seven (7) days' notice will be given when an employee's shift schedule is changed or when an employee is put on shift with the following exceptions:

(a) Three (3) days' notice if a forced unit outage occurs for reasons of equipment failure or for a safety reason. Refer to Mid-term Agreement R-7 for definition of unit outage.

The applicability of the three (3) day notice period in this clause is dependent upon a shift change notice being issued to the affected employees within 48 hours of the occurrence of the forced unit outage.

(b) In the case of illness, four days' notice will given.

Failure to provide the above notice will require the payment of premium rates for work performed during the notice period. For purposes of clarification Part D - Item 3.0(1) and Part D - 3.0(2) do not apply.

12.5.2 An employee will not receive less pay on average as a result of being placed on shift work than he would have received as compensation for working regular day hours. This item overrides Part D - Item 3.0(3).

12.5.3 Revision to the work schedule shall provide for a minimum 15 hours off between shifts. Failure to provide such time off will require the penalty for the first affected shift.

12.5.4 Shift Differential

Shift differentials shall apply to employees required to work on a three-shift schedule or a two-shift schedule. The first part of a three-shift or a two-shift schedule shall begin at normal starting time.

Regular part-time and temporary part-time employees will not be eligible for shift differential when the shift starts and ends between the hours of 0700 and 1800.

12.5.4.1 Eight Hour Shifts

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

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

12.5.4.2 Twelve Hour Shifts

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

The shift differential will be the sum of the differentials in 12.5.4.1 above multiplied by 8/12.

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

12.5.5 Work in excess of the total number of normal scheduled hours will be paid at the appropriate overtime rates.

12.5.6 Premium Payments

The computing of hourly rates for overtime shall be in accordance with the following:

The basic hourly rate of each employee's classification as set out in Part A item 42 without any increments, premiums or bonuses.

Premium payment, for the undemoted, shall be as follows:

12.5.6.1 Shift Workers

12.5.6.2 Scheduled Work

1. One and one-half times the employee's basic rate shall be paid for scheduled work performed on Saturdays and Sundays.
2. Two times the employee's basic rate shall be paid for:
 - (a) Scheduled work performed on a statutory holiday which occurs on Monday to Friday. An additional day off will be scheduled in lieu of the statutory holiday within six months of the end of the posted schedule.
 - (b) Scheduled work performed on a statutory holiday which occurs on a Saturday. The premium for scheduled Saturday in 1. above shall not apply.

12.5.7 When these employees are required to work 12 hour shifts 12.5.3 will not apply. For purposes of clarification, this Item overrides Item 3.04.

12.5.8 Scheduled hours worked in pay periods involving shift work will be credited to a time bank. An amount equal to base hours for the pay period worked on shift will be paid and deducted from the time bank. Plus time balances which still exist as of the last day of the year shall be paid at premium rates or where it is mutually agreeable all or a portion thereof may be taken off at premium rates. Plus time balances which still exist as of the last day of the regular schedule shall be paid for at premium rate. Minus time balances which occur as a result of changes to the regular schedule shall be worked off within two fiscal months of the end of the schedule month in which the minus balance occurs unless it is mutually agreed to between the employee and his/her supervisor to extend this period. Minus balances not worked off within this two month period will be written off (unless it has been agreed to extend this period).

12.5.9 Shift work may be scheduled on any day of the week. Overtime for those assigned to shift will be paid for hours worked in excess of the scheduled shift hours with applicable premiums. For purposes of clarification, Part D Items 3.0(6) and 3.0(7) have no application.

Overtime beyond scheduled hours of work may be taken off at mutually agreed upon times calculated in accordance with the applicable premium rates. Where there is no agreement, overtime shall be paid at the applicable premium rates.

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

12.5.11 Shift Schedule Pay Provisions

When an employee is scheduled to work an 8-hour shift, the following will apply:

(a) In determining credits used for vacations, floating holidays and sick leave, one and one-seventh days will be deducted.

(b) In determining pay treatment for

- (i) travelling time outside normal working hours
- (ii) payment for temporary supervision
- (iii) time charges and expenses - employee union representative

calculations will be made on an hour-for-hour basis to a maximum of 8 hours except for (i) where the maximum will be 7 hours.

(c) In determining pay treatment for the following items a day will be considered to be 8 hours:

- (i) Leave of Absence with Pay - Part A - Item 10.1
- (ii) Moving Days

(d) In determining pay treatment for

- (i) Statutory Holidays
- (ii) Special Time Off

a day will continue to mean seven hours.

When an employee is scheduled to work a 12 hour shift, the following will apply:

(a) In determining credits used for vacations, floating holidays and sick leave, one and five-sevenths days will be deducted.

(b) In determining pay treatment for

- (i) travelling time outside normal working hours
- (ii) payment for temporary supervision
- (iii) time charges and expenses - employee union representative

calculations will be made on an hour-for-hour basis to a maximum of 12 hours except for (i) where the maximum will be 7 hours.

(c) In determining pay treatment for the following items a day will be considered to be 12 hours:

- (i) Leave of Absence with Pay - Part A - Item 10.1

(ii) Moving Days

(d) In determining pay treatment for

(i) Statutory Holidays

(ii) Special Time Off

a day will continue to mean seven hours.

12.6 Deleted Provisions When on Shift

When an individual is assigned a shift and the provisions of 12.4 are in effect, the following provisions of Part D will not apply.

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

12.7 The I&M Technician Schedule at Bruce has start and stop times which do not align with the regularly scheduled bus services, then the company will supply buses for each shift or pay travel expenses as per PW-8.

12.8 Compensation for travel and travel time shall be in accordance with the relevant sections of Part A of the Collective Agreement.

12.9 Personal Property

Reimbursement by the Company for losses of the employee's personal property as a result of radioactive contamination shall be considered and assessed on the individual merits of each case.

12.9.1 Access to Radiation Records

Each employee shall have access to his/her personal radiation dose records.

12.9.2 Ionizing Radiation

The Union Office will be supplied with one copy of the Radiation Protection Requirements and one copy of the Radiation Protection Procedures Manual, and all revisions to these Requirements and Procedures.

12.9.3 Radiation Limits

Employees performing their normal work, who exceed radiological limits requiring them to be removed from certain work locations, shall be given suitable work elsewhere at not less than their basic rate of pay.

12.9.4 Pregnant Atomic Radiation Workers

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

12.9.5 Female Atomic Radiation Workers Wishing to Conceive

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

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

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

12.9.6 Although every effort shall be made to minimize disruption to the continued training and development of the employee in her chosen career, it is recognized that re-assignment to a non-related work area may interrupt the training program. In the case where it is interrupted, progression through the training program will be frozen for the duration of the reassignment.

12.9.7 Dose Limits

The Company is committed to excellence in radiological safety performance. All radiation exposures shall be kept as low as reasonably achievable, consistent with sound operating practices, and with due regard for employee concerns.

The Company will pursue a policy of controlling radiation doses to its employees such that individual doses will not exceed 10 mSv (1 rem) per year averaged over any five (5) year period, provided the total collective dose does not increase as a result.

Each facility shall jointly develop annual targets and implementation plans which will strive to improve on this standard and eliminate unnecessary radiation exposure.

The Grievance process is not intended to apply to Part 'D', Item 12.9.7, however, instances where annual targets have been exceeded will be reviewed by the Joint Health and Safety Committee of that facility. Such instances may also be fit matter for discussion by the Joint Committee on Radiation Protection.

13.0 SHIFT WORK - TECHNICAL STAFF (Instructor)

13.1 Applicability

This section covers the following classification: Instructor.

13.2 Intent

The intent of this section is to provide a framework within which employees in the above named classifications may be assigned to shift work on a Monday to Friday basis for limited periods of time. The "limited period" is to be less than three months in each year for each employee unless the employee involved specifically consents to an extension.

13.3 Implementation

When shift work is required, management will solicit preferences for shift work from the employees in the required classifications. If employees with the required skill, knowledge, experience, etc., indicate a preference for shift work, management will select from among these employees. If insufficient qualified volunteers are available, management will assign the shift work to qualified employees, endeavouring to minimize personal inconvenience.

13.4 Duration of Shift Hours

The employees who may be required to work shifts under this section include both 35 and 40 hour per week positions. They will work a time balanced schedule.

Forty hour per week employees when assigned to shift work will work the same hours as regular shift workers on shift.

Thirty-five hour per week employees when assigned to shift work will normally work seven-hour shifts. This may, at management's discretion, be increased to eight-hour shifts.

13.5 Special Provisions When on Shift

1. Shift work shall not be implemented for a period of three working days or less. If the working period is three days or less, the appropriate premium rate will be paid for the minimum three-day period.
2. The Company will provide 72 hours' (three calendar days) posted notice of the commencement and termination of a shift. Failure to provide such notice will require a penalty payment of premium rates for all changed hours of work within the notice period.
3. Such a placing on shift work shall not deprive an employee of his/her total number of normally scheduled weekly hours.
4. Revision to the work schedule shall provide for a minimum of 15 hours off between shifts. Failure to provide such time off will require the penalty payment for the first affected shift.
5. Shift differential shall apply to employees required to work on a three-shift schedule or a two-shift schedule and shall not apply for overtime hours. Regular part-time and temporary part-time employees will not be eligible for shift differential when the shift starts and ends between 0700 and 1800.
6. Work in excess of the total number of normal daily hours will be paid at the appropriate overtime rates.

13.6 Deleted Provisions When on Shift

When an individual is assigned a shift and the provisions of 13.5 are in effect, the following provisions of Part 'D' will not apply:

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

PART E
CONSTRUCTION
TECHNICAL

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TECHNICAL**

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PART E
TECHNICAL
General Provisions

The following provisions apply to Construction Technical employees.

1.0 HOURS OF WORK

The normal work week for employees shall be 37½ hours per week consisting of eight hours per day Monday through Thursday, and five and one-half hours on Friday.

All hours worked in excess of normal daily hours will be paid for at appropriate overtime rate.

For alternate hours of work arrangements refer to the Bargaining Memorandum of Understanding 1992.

2.0 WAGES

WAGES shall be in accordance with the Part A item 42 and Article 8

3.0 NEW GENERATION PROJECTS

A pre-job meeting will be arranged by the Company with the Union as far in advance as possible of construction of a new generation project to outline plans of the construction operation and to discuss and review general conditions that may pertain to the new project.

4.0 MEMBERSHIP LISTS

Principal Stewards in the construction field forces will be supplied with a semi-annual list of all Union members in their jurisdiction and a monthly list of additions and deletions to the membership. In order to facilitate this, the Union agrees to keep construction management supplied with an up-to-date list of **Principal** Stewards and stewards every third month showing the limits of their jurisdiction. Only those stewards appearing on this list will be eligible for one year's additional seniority for the purposes of staff reduction.

**5.0 POSITIONS EXCLUDED AS PER ARTICLE 1
(TECHNICAL)**

Incumbents in positions excluded under Article 1 perform certain inherent work functions which are part of their normal duties. It is also recognized, however, that such work functions will not be performed for the purpose of reducing staff requirements or deliberately to avoid overtime for employees represented by the Union. If the Union believes that this provision is being abused, it may lodge a grievance under Article 2 of the Collective Agreement.

6.0 CHRISTMAS SHUTDOWN

It is recognized that the Company shall retain the right to designate those positions which require coverage during the shutdown. When a Christmas shutdown is declared by the Company, eligible technical employees shall have the option of repayment by:

1. Applying unused vacation credits from the present year (when a Christmas shutdown period extends into the next calendar year, an employee will have the right to use his/her unused vacation from the previous year).
2. Applying next year's vacation entitlement (restricted to shutdown days only).
3. Requesting time off without pay (restricted to shutdown days only).
4. The use of make-up time at straight time.

The Company will maintain salaries of technical employees who elect to work make-up time. The employee will work make-up time within the following periods:

Shutdown Period Make-up Period

4 working days or less	October 15 to February 1
More than 4 working days	October 1 to March 31

5. The use of banked overtime hours as per Section 8.2(6.) (Technical). The selection of option 4. above precludes the use of this option during the make-up period.

Unpaid overtime worked shall be paid to the employee at the appropriate premium rate in the event of his/her transfer or termination prior to receiving the time off with pay during the shutdown period.

The employee will indicate to his/her supervisor his/her selection of the above options prior to the commencement of the make-up period. The employee may change his/her options at any time provided the employee's supervisor authorizes the change.

7.0 SHIFT DIFFERENTIAL AND SHIFT WORK

It is recognized that from time to time it may be necessary, due to the nature of the Company's operations, to place day working employees on shift work. Where this occurs, the following provisions will apply:

1. The Company will provide 72 hours' notice of the commencement and completion or cancellation of a shift.
2. Such a placing on shift work shall not deprive an employee of his/her normal scheduled weekly total hours of work.
3. All employees on a two- or three-shift per day operation shall be paid time and one-seventh for all standard shift hours worked on the second shift of a two- or three-shift schedule and time and one-fifth for the third shift of a three-shift schedule.
4. The shift differential in 3. above shall not apply to overtime hours.
5. When shifts commence during the following hours, the shift differential rates shall be:

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

Regular part-time and temporary part-time employees will not be eligible for shift differential when the shift starts and ends between the hours of 0700 and 1630.

6. A minimum period for a shift is four days. An employee who is required to work shift work shall be entitled to an eight-hour rest period prior to returning to normal scheduled hours. If the rest period extends into the employee's normal scheduled hours of work, he/she shall be paid at straight time rates for the portion of the rest period which extends into the normal scheduled hours. This is in addition to the shift hours worked.
7. In the case of illness, which would result in a staff shortage, four (4) days' advance notice will be given when placing an employee on shift.

NOTE

For additional shift provisions refer to R-125.

8.0 BOARD AND LODGING AND SPECIAL ALLOWANCE RECEIPTS

When entitled to relief under the Income Tax Act, a yearly statement shall be provided to each regular employee of the construction field forces upon request, for all board and lodging or special allowances given or paid to such employees.

9.0 RETURN TO RESIDENCE HEADQUARTERS

The provisions of Part 'A', Section 25.0, Return to Residence Headquarters, will apply to all technical employees of the construction field forces, with the exception of those employees who are transferred to a new residence headquarters, for whom the provisions will only apply for a maximum of up to four months while awaiting the move of their families and household effects.

10.0 TRAVELLING TIME OUTSIDE NORMAL WORKING HOURS

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

When travelling by public transportation, travelling time shall be considered to include waiting periods beyond the employee's control, up to a maximum of five hours, both preceding, during and subsequent to the travelling period, but excluding meal periods (one hour each) occurring during the waiting period.

When a berth or overnight accommodation is allowed and available, compensation shall not be made between 11:00 pm and 8:00 am, nor shall the time spent for the noon and evening meals (one hour each) be subject to compensation.

Normally, selection interviews are conducted during an employee's normal working hours. However, where it is unavoidable, and an interview is scheduled outside an employee's normal working hours, payment will be allowed at straight time up to a maximum of a normal day's basic pay for each such day involved.

No compensation for travelling time outside the normal working hours shall be made in the following circumstances:

1. For the first three hours travelling time each way when directed by his/her supervisor to attend a training course away from his/her normal work headquarters for five days or more. Payment for period beyond the first three hours will be at straight time rates up to a maximum of a normal day's basic pay.
2. For attendance at conventions (except where it is part of the employee's normal function, e.g., writer, photographer, etc.).
3. When a change of residence headquarters and related transfer is involved, the employee will normally travel during normal working hours without loss of base pay. If the employee is required to travel on a regular day off, payment for travelling time will be made at straight time up to a maximum of the number of hours which constitute a normal work day.
4. On return to residence headquarters, as outlined in Part 'A', Section 25.0.
5. For a new employee reporting to some administrative centre or station for instruction or training before reporting for work at his/her new location.

NOTE

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

11.0 PROVISION OF MEALS

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

- (a) Employees provide their own meals on regular days of work.
- (b) When an employee works overtime on a regular day off, he/she will be expected to provide one meal if 23 hours' notice has been given.
- (c) When an employee works extension overtime before or after normal scheduled hours, all required meals will be provided by the Company. The first meal (or meal allowance) will be provided when two (2) hours of overtime are worked. Subsequent meals or meal allowances will be provided every four (4) hours of overtime worked thereafter.
- (d) When meals cannot be reasonably obtained¹³, an allowance of \$15.00 per meal will be paid.

11.1 Meal Periods

- (a) Employees on day work shall take a meal period designated by the Company and shall not be paid for this time (unless otherwise provided for in the Collective Agreement).
- (b) Employees on shift work shall eat their meals during the shift hours as conditions permit.
- (c) When an employee works extension overtime, no time shall be deducted for eating such meals where the employee eats the meal on the job and in a minimum of time.

TECHNICAL - CONSTRUCTION TECHNICAL

Specific Matters of Agreement

- 1.0 APPLICABLE PROVISIONS OF PART 'A', GENERAL ITEMS**
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¹³ 'Reasonably obtained' is to be defined locally by Union and Management.

PART E
CONSTRUCTION TECHNICAL
Specific Matters of Agreement

1.0 The following provisions of Part 'A', General Items will apply to Construction Technical Employees.

- 1.0 Employee Categories
- 2.0 Regular Status
- 3.0 Anniversary Progression
- 4.0 Retrogression Policy
- 5.2 Service Credit Calculation
- 6.0 Vacations (see following Note)
- 7.0 Statutory Holidays
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- 17.0 Posting of Vacancies and Transfer Upon Appointment
- 23.0 Kilometre Rates
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- 28.0 Distribution of Agreement and Wage Schedules
- 30.0 Time Charges - Union Activities
- 32.0 Eye Protection
- 34.0 Special Clothing for Employees
- 35.0 Purchasing Privileges - Surplus Equipment Stores
- 39.0 Bi-Weekly Pay Days

NOTE

Part 'A', Section 6.0 shall apply to Part 'E' employees. Recognizing that due to the nature of construction work, there is frequent need to adjust vacation in line with workload, every effort will be made to advise employees of required vacation change and/or assignment as far in advance as possible.

2.0 POSTED VACANCIES

2.1 Posting and Transfer - General

Employees in the construction field forces covered by this Agreement are eligible to apply for vacancies as per Article 10.0.

When a technician vacancy within the construction field forces occurs and additional staff is required, the Company agrees to post such vacancies providing the job will exist for a period of one year or more. Selection to be made or the vacancy cancelled within four months after the posting date of the advertisement.

Application for lateral transfers or voluntary demotions will be considered on the same basis as for other employees (See Article 10).

One copy of the compiled list of applicants for all advertised vacancies will be forwarded to the Union Office.

On request, the Company will explain in writing to any unsuccessful applicant for an advertised position the reason why he/she was not selected for the position. The Union will advise its membership of the particular difficulties involved in this undertaking in order that the delay in complying with the request will be understood.

Within 60 days from the date of selection the successful applicant will be transferred or paid the rate of pay for the new position.

2.2 Notification to Applicants

1. If the decision has been made within five weeks of the closing date of the advertisement, then at that time, the supervisor with the vacancy or his/her human resources manager will be responsible for:

Advising all applicants who have been interviewed of the decision in writing.

Supplying Human Resources with the list of successful applicants for publication. The published list will be considered appropriate notification for those applicants who were not interviewed.

2. If the decision has not been made within five weeks of the closing date of the advertisement, then at that time, the supervisor with the vacancy or his/her human resources manager will be responsible for:

Ensuring that all applicants who do not possess the necessary qualifications are notified that their applications have been considered and they were not successful.

Ensuring that all remaining applicants are informed of the delay, the status of their application and when a decision is likely to be made.

3. When a final decision has been made, the supervisor or his/her human resources manager will ensure that:

The unsuccessful applicants not yet informed are notified of the final decision as soon as possible. The name of the successful applicant should be given.

The successful applicant and his/her supervisor is notified.

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

2.3 Similar Vacancies

When a similar vacancy occurs beyond four months after the posting date of the advertisement, it must be re-posted and considered separately.

3.0 DISTRIBUTION OF NEGOTIATED POLICIES AND PRACTICES

The Company will supply the Union with all Negotiated Policies and Practices in quantities to distribute to its stewards and with revisions as may be issued.

4.0 NOTICE OF TRANSFER

4.1 Transfer

When employees with more than one month's service are transferred and a change of residence headquarters is involved, a minimum of one month's notice shall be given and where possible two months' notice shall be provided. This shall not apply in the case of an employee being transferred as a result of an advertised vacancy or as a result of the Worksite/Location Redeployment clause of Article 11.0.

When the Company considers a preliminary trip to the new location is necessary for interview of employee or for him/her to seek a house, the time, board and lodging and travelling expenses of the employee may be paid.

Notwithstanding the preceding paragraph where a change in residence headquarters will be greater than 100 km a preliminary trip will be provided and the time, board and lodging and travelling expenses of the employee will be paid.

Following an employee's move to his/her new residence headquarters, and while awaiting the transfer of his/her family, time off may be required in order for him/her to seek a house. For such purposes reasonable time off without loss of earnings may be granted at the Company's discretion. This allowance would normally be expected to supplement efforts made by the employee during non-working hours and as such would not normally exceed a total of one full working day.

4.2 Transfer Other Than Change of Residence Headquarters

On a change of work headquarters employees shall be given five days' prior notice of transfer.

This shall apply in all cases except when, due to the lack of prior knowledge by the employee's immediate supervisor, such notification is impossible.

4.3 In either 4.1 or 4.2 above, the Company shall continue to transfer employees without partiality.

5.0 RESIDENCE HEADQUARTERS

For those employees who are entitled to moving expenses, where there is a minimum of six months work foreseeable for an employee at an established work headquarters or on a special project, a suitable location or locations at or near that work headquarters or special project will be designated as residence headquarters. In order to seek the Union's input, the Company will advise and meet with the Union to discuss as far in advance as possible the proposed residence headquarters. Following such a meeting, the Company will designate the residence headquarters.

Where the Company deems it appropriate and the employee concurs the assignment of temporary work headquarters may be extended beyond six months (all subsequent changes to work or residence headquarters will be as detailed in Section 5.0). The employee may cancel his/her concurrence to the extension to a temporary headquarters transfer providing he/she gives the Company three months' prior notice in writing. The employee will then be entitled to a maximum of four months' board allowance (if eligible) on a transfer of residence headquarters.

5.1 Definition of Residence Headquarters

Residence headquarters will be that location or those locations within which or adjacent to which the employee is expected to reside or is assumed by the Company to reside for the purpose of payment of allowances. The residence headquarters may or may not be the same location as the work headquarters.

Establishment of a suitable location or locations for residence headquarters will be dependent upon presence of adequate living facilities at that location or those locations.

Residence headquarters for employees with no spouse or dependents may be any location where there are boarding facilities either the Company or privately owned.

Residence headquarters for employees with a spouse and/or dependents may be any location where there is housing accommodation whether it be the Company or privately owned.

6.0 OVERTIME

Due to the nature of the Company operations, some employees will be required to work overtime. Overtime will be minimized and managed within the limits of corporate effectiveness and customer impact. In recognition of employee well-being and inconvenience, an effort shall be made to equitably distribute overtime amongst all qualified employees. Overtime, as used herein, means that part of the actual working time which is outside the normal scheduled hours and is, therefore, subject to compensation at premium rates.

6.1 Overtime Payments

1. Beyond eight hours/day Monday through Thursday, and beyond five and one-half hours on Friday.

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

All work performed outside of the first four clock hours after normal quitting time, and all work performed on Saturdays, Sundays and recognized holidays shall be paid at two times the employee's basic rate.

6.2 Overtime Miscellaneous Provisions

1. In order to alleviate excessive inconvenience, an effort shall be made to equitably distribute overtime amongst all qualified employees. Where employees feel they have been assigned abnormal amounts of overtime, consideration of such cases shall be considered fit matter for discussion at local level.
2. The Company agrees to control excessive authorized overtime by restricting the actual overtime to not more than 12 hours per week, excluding travelling time. Under extraordinary circumstances the Union will consider waiving the restrictive features of this clause.
3. A travelling allowance up to a maximum of one hour shall be paid at the appropriate overtime rate when an employee is called in to work overtime and an extra trip is involved. See also Section 6.3.
4. Because an employee was required to work overtime or because he/she lost time in changing shifts, he/she shall not be prevented from working his/her total number of normal daily hours in any normal scheduled day of work. If the employee cannot be supplied with the work required to make up the eight hours' work in that day, his/her pay shall be adjusted to provide a minimum of eight hours' work.
5. If an employee who has worked overtime and is physically capable and the group of which he/she is ordinarily a member is at work, he/she shall not be deprived of the opportunity of working his/her normal scheduled hours in addition to the overtime he/she may have worked.
6. An employee who has accumulated overtime hours shall receive this, in earnings, calculated at the appropriate premium rate and cannot be required to take time off in lieu of payment. However, the employee may elect to bank one hour for each overtime hour worked for application to the Christmas shutdown. The maximum number of hours that can be banked is equal to the duration of the Christmas shutdown. The premium portion of the overtime worked shall be received in earnings the following pay period.

7. An employee who is required to work continuously for more than 16 hours shall be entitled to an eight hour rest period. Time spent for meals may be deducted from the total elapsed time but is not to be considered as breaking the continuity of the hours worked.

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

Should he/she be required to continue working beyond 16 hours he/she shall be paid two times his/her normal basic rate until an eight hour rest period is granted. Should an employee be released before 16 hours have elapsed, he/she will not be entitled to an eight-hour rest period, and his/her right to continue work at straight time will be governed by Section 6.2 (5.) above.

8. Equivalent time off without pay see Part 'A', Section 10.2.

6.3 Minimum Payments - Overtime

All overtime arranged for within the employee's shift and performed as an extension of that same shift requires no minimum payment. All other overtime performed or reported for due to lack of notice of cancellation shall receive a minimum payment of two hours at straight time or the actual time worked at the appropriate premium rate, whichever is the greater.

All overtime arranged for and cancelled within the employee's same shift requires no minimum payment.

All other overtime cancelled within 24 hours of the designated time of work commencement shall require payment of two hours at straight time.

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

Overtime is defined as:

- (a) Hours worked which are in excess of the normal daily hours of the classification. The premium payment for such work is one and one-half times the employee's basic rate for all work performed during the first four clock hours after the normal quitting time of the classification, and two times the employee's basic rate for all work performed outside of the first four clock hours after the classification's normal quitting time.

and/or

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

and/or

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

7.0 ACTING POSITIONS

Due to the fluctuating workload resulting in constantly changing staff requirements on construction projects it is permissible to assign employees to a higher classified job for a temporary period, not to exceed six months' accumulative duration in a three-year period, on any given project, during which time the higher salary classification will apply. The **Principal Steward** may agree to an extension of an acting position. Acting positions will not be used to circumvent the posting of vacancies.

When an acting position is established, the Company shall notify the Union setting out the reason for the acting position and expected duration. In filling such positions preference will be given to the qualified senior employee within the work group reporting to the first line management Supervisor.

On completion of the temporary assignment and the employee returns to his/her former job (or equivalent classification) he/she will immediately revert to his/her former wage rate.

8.0 TRAVEL ALLOWANCE ZONE OFFICES

Regular technical employees of the construction field forces working in zone offices located more than 8.04 kilometres from the boundary of the recognized "nearest municipality" and to which no adequate public transportation exists shall be entitled to a kilometre allowance of 10 cents per 1.61 kilometres for all kilometres in excess of 8.04 kilometres each way.

9.0 ALLOWANCE IN COMPENSATION FOR TRAVELLING

When employees are directed to work at a temporary work headquarters, and when such headquarters is within reasonable distance of their residence, the employee may wish to commute daily rather than remain at the temporary work headquarters. When commuting is mutually agreeable, the employees may claim a daily travel allowance from their residence to the temporary headquarters on the following basis:

- Where the temporary work headquarters is 16 road kilometres but less than 40 road kilometres from the employee's residence - \$14.00.
- Where the temporary work headquarters is 40 road kilometres but less than 56 road kilometres from the employee's residence - \$16.00.
- Where the temporary work headquarters is 56 road kilometres but less than 80 road kilometres from the employee's residence - \$22.00.
- Where the temporary work headquarters is 80 road kilometres but less than 105 road kilometres from the employee's residence - \$28.00.
- Where the temporary work headquarters is 105 road kilometres or more from the employee's residence - \$34.00.

The travel allowance shall apply only when it is in the Company's and the employee's interest to continue residing at home during such temporary changes in headquarters. Under these circumstances, employees are required to be at their temporary work headquarters at normal starting time and remain until normal quitting time.

When employees are directed to work at a temporary work headquarters and the Company provides a vehicle for daily transportation, the above travel allowance shall be reduced by 50 percent (50%).

In addition to this daily travel allowance, the employee shall be:

1. Paid for time spent travelling on the first trip when the work headquarters is changed and the last trip when he/she returns to his/her residence.
2. Entitled once every two weeks to payment for actual time spent travelling at straight time up to a maximum of three hours each way between temporary headquarters and the employee's residence.

While an employee is in receipt of benefits under Section 8.0, he/she will not be entitled to any of the provisions as set forth in the Return to Residence Headquarters.

10.0 REST PERIOD

Each employee shall be entitled to a 10 minute rest-period in the first half and second half of each scheduled work day at a time designated by the Company. When working with construction trades employees, rest periods shall be extended to 15 minutes.

11.0 TRANSPORTATION AND MOVING EXPENSES

Transportation and moving expenses will be in accordance with Part 'A', Section 24.0.

NOTE

When a technical employee of the construction field forces is transferred and is awaiting the movement of his/her family and household effects, he/she will be entitled to board and lodging as per Part 'A', General Items, Section 26.0. However, where camp facilities exist the employee will be provided with free room and board in the camp.

PART G

NUCLEAR GENERATING STATIONS

This section shall only apply to Operating and Maintenance Employees and, Control, Chemical, Radiation Control, Planning, and Training Technicians, Regular Guides, Public Education Officers, Technical Inspectors, and Nuclear Technologists (as noted in Sections 21.0, 22.0, 23.0, 24.0 and 25.0) in **AMEC Nuclear Safety Solutions**. It shall also apply to Security Guards identified in Article 1 as set out in Sections 26.0. When other nuclear stations are established, these provisions will not automatically apply, but will require review and possible modification at that time.

The provisions of the Articles of the Agreement as well as the provisions of Part 'A', General Items are applicable to the employees covered by Part 'G', Nuclear Generating Stations. The provisions contained in Parts, 'D', and 'E' of the Collective Agreement do not apply to the above employees, except as noted in Sections 22.0, 23.0, , 24.0, 25.0 and 26.0 herein.

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PART G

NUCLEAR GENERATING STATIONS

Specific Matters of Agreement

1.0 WAGES

The wage rates for all employees covered by this section of the Collective Agreement shall be in accordance with Part A Item 42 and Article 8

2.0 HOURS OF WORK

2.1 Shift Workers

2.1.1 Regular Schedule

1. A 12-month schedule will be posted 30 days prior to its starting date. The schedule will average 40 hours per week and will indicate the days, hours of work (shift) and position for each employee. The schedule will end on the last day of the fiscal month of December. The design of the regular schedule shall provide for a minimum of 16 hours off between shifts when working on an eight-hour shift schedule and 12 hours off between shifts when working on a 12-hour shift schedule.
2. The regular schedule will be prepared so that each employee's time is balanced to zero in the case of an eight-hour shift schedule or plus or minus four hours in the case of a 12-hour shift schedule (in this case the plus or minus time will be carried into the next schedule) as of the last day of the schedule.
3. Although the content, preparation, posting and administration of the shift schedule is the sole responsibility of the company, the preference of the majority of shift workers at each station for a particular basic type of schedule will be adopted. Such preferences will be made known to the company prior to commencement of preparation of the new schedule. The final schedule will be mutually agreed to with the **Principal Steward**, unless in the company's opinion, the efficiency of the station or the health of a shift worker could be detrimentally affected by the chosen schedule, then the company will provide the Sector Vice President or delegate with reasons or medical opinions why the desired schedule cannot be implemented

The preference of individual shift workers regarding vacation periods will be considered, providing such preferences are made known prior to commencement of preparation of new schedules.

The following are the recognized criteria of an acceptable shift schedule:

- (a) The schedule should equitably rotate among all crews.
- (b) The schedule should follow a repeating pattern so that it is easily understood.
- (c) The schedule should never be far off balance and should reasonably approximate the time off provisions of day work. It follows then that a schedule should not leave long sequences of work without time off, nor long sequences of time off. In the case of 12-hour shift schedules, time balances should cycle between +/-36 hours with an additional +/-4 hours as an exception.
- (d) Supernumerary shifts shall be indicated on the regular schedule as Monday to Friday day shifts (0800 - 1600 hours) only. Supernumerary shifts for security staff at Pickering may be scheduled as 12 hour day shifts on Monday to Friday provided that such scheduling is the preference of a majority of affected staff.
- (e) When scheduling 12-hour shifts, the maximum number of night shifts to be worked in sequence would be three and the maximum number of days to be worked in a sequence would be four.

- (f) The 12-hour shift schedule shall provide for at least 48 hours off between each sequence of shifts and at least two regular days off will be scheduled in each week (pay period).
- (g) Shifts for security staff at Pickering may be scheduled to start 1/2 hour before the corresponding shifts for the rest of the shift workers.

2.1.2 Revisions to the Regular Schedule

A minimum of seven days' notice shall be given when an employee's hours of work, as shown on the regular schedule, are to be changed, with the following exceptions:

1. With three days' notice an employee's hours of work may be changed if a forced unit outage occurs for reasons of equipment failure, or for a safety reason. Refer to Mid-Term Agreement R-7 for definition of unit outage.

The applicability of the three-day notice period in this clause is dependent upon a shift change notice being issued to the affected employees within 48 hours of the occurrence of the forced unit outage.

2. In the case of illness, which would result in a staff shortage, four (4) days' advance notice will be given when placing an employee on shift.
3. When work load permits, a supernumerary day may be interchanged with a regular day off at the employee's request.

When work load permits, regular days off scheduled to correct a plus time balance resulting from a revision to his/her regular schedule may be rescheduled at the employee's request.

When scheduled work is performed on a statutory holiday, an additional day off will be scheduled in lieu of the statutory holiday. This lieu day shall be identified on the schedule. When work load permits it may be interchanged with another scheduled working day after the statutory holiday at the employee's request.

4. Revisions to the regular schedule will provide the following minimum hours off between shifts:

- (a) Shift change notices between 12-hour shifts will provide at least 12 hours off.
- (b) Shift change notices from a 12-hour shift to an eight-hour shift will provide at least 12 hours off.
- (c) Shift change notices from an eight-hour shift to a 12-hour shift will provide at least 15 hours off.
- (d) Shift change notices between eight-hour shifts will provide at least 15 hours off.
- (e) Shift change notices between 10-hour shifts will provide at least 12 hours off.
- (f) Shift change notices from a 10-hour shift to a 12-hour shift or vice versa will provide at least 12 hours off.
- (g) Shift change notices from a 10-hour shift to an 8-hour shift or vice versa will provide at least 15 hours off.

Failure to provide the above-noted minimum hours off will require that premium rates be paid for the first affected shift.

5. Revisions to the regular schedule while working a 12-hour shift schedule will not result in an employee working more than three night shifts in a row and must provide at least two periods of 24 hours off in a week (pay period). Notwithstanding the foregoing, an additional 12-hour period of work may be worked for MAR coverage (see Mid-Term R-98 Twelve Hour Shifts - Special Conditions OHN).

6. 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.
7. Plus time balances which still exist as of the last day of the regular schedule shall be paid for at premium rate.

Minus time balances which occur as a result of changes to the regular schedule shall be worked off within two fiscal months of the end of the schedule month in which the minus balance occurs unless it is mutually agreed to between the employee and his/her supervisor to extend this period. Minus balances not worked off within this two-month period will be written off (unless it has been agreed to extend this period).
8. An employee who commences Maternity/Parental leave, or training in excess of 5 weeks may have her/his plus or minus time balance corrected in advance, where mutually agreeable between the employee and his/her supervisor. Uncorrected time balances shall be frozen for the duration of such leave or training.

2.1.3 Transfer to Day Work

A shift worker may be required to work on day work. In such cases the normal work week shall be 40 hours per week consisting of five days of eight hours (not before 7:00 am and not later than 6:00 pm) Monday to Friday inclusive. All work outside of normal scheduled hours shall be considered overtime and paid at the appropriate premium rate as per Section 4.0. Notification of transfer to or from day work shall be in writing with a minimum of seven days' notice.

2.1.4 Penalties

Failure to give the required notice as indicated in Subsections 2.1.1 and 2.1.3 shall require the payment of premium rates for work performed until the notice has expired.

Failure to give the required notice as indicated in subsection 2.1.2 shall require payment of premium rates for only those hours within this notice period that the employee had not previously expected to work.

Revisions to Subsections 2.1.5(a), (d), (e) and (f) of a shift change notice to correct an error which does not affect hours of work will not be considered as issuing a new shift change notice.

2.1.5 Miscellaneous Scheduling Provisions

1. Changing Positions on a Shift: Changing of positions on a given shift shall not involve premium rates of pay.
2. Definition: Notice as referred to in this section shall be defined as per the following example. One day's notice shall mean 24 hours prior to the start of the first affected shift.

A notice period shall be deemed to commence coincident with the signing, or verbal notification of posting, where applicable, of the shift change notice.

Verbal notification shall be given when the employee is absent from his/her regular work headquarters and he/she is not scheduled to return before the commencement of the required minimum notice period. This is to be followed by posted notice within 24 hours.

The regular schedule for each employee shall be the posted schedule as per Subsection 2.1.1(1.) modified by any shift change notices in effect.

A shift change notice shall be used for all revisions to an employee's regular schedule.

This shift change notice shall be a standard form containing, but not limited to, the following:

- (a) Reason for shift change.

- (b) Details of changed hours of work.
- (c) Details of time balance compared to crew.
- (d) Time of posting.
- (e) Signing or statement of verbal notification (where applicable).
- (f) Routing.

3. Permanent Location Transfer or Promotion Within a Station: On permanent transfer to a new location or promotion within a station the individual employee is required to assume the existing schedule for the new position without notice or penalty. His/her time balance shall, unless special circumstances prevent, be adjusted before taking over his/her position on the regular schedule, and in any case before the zero balance date of the existing schedule.

4. Changing Crews Within a Work Location: Within a given work location where more than one shift schedule exists, an employee may be moved from one crew to another without notice or penalty, as long as his/her hours of work remain unchanged.

Where an employee's normal area of work within the location is changed with less than 16 hours' notice, travel between work areas, where required, will be on the Company's time.

If employees at the Bruce start shifts at different times the Company will supply buses for each shift or pay travel expenses as per PW-8.

5. Following implementation of the 12-hour schedule, such schedule may be cancelled immediately by Management, should either the safe operation of the plant or public safety be adversely affected due to the 12-hour shift schedule.

The 12-hour schedule may be cancelled for other reasons by Management or the Union upon two months' written notice to the other party.

6. Assignment to/from Training: Normally an employee will receive his/her assignment to and from training as per Part 'G', Item 2.1.2. However, an employee's work headquarters or his/her work assignment within his/her residence headquarters may be changed from day training to day work/day shift (or vice versa), without notice or penalty provided his/her hours of work are not changed on the first affected day, if one of the following conditions exists:

- (a) to fill an unforeseen vacancy in the course
- (b) if the course is cancelled
- (c) if the individual finishes early

Where mutually agreeable between the employee and his/her supervisor the employee may return to his/her regular shift without notice or penalty.

Management will make reasonable efforts to minimize personal inconvenience or hardship to employees when a change of work headquarters is necessary.

2.1.6 Conditions While Working on a 12-hour Shift Schedule

1. When a regular shift commences before midnight and continues after midnight, all hours during the continuous shift shall, for pay and time balance purposes, be recorded and treated as if they occurred during the calendar day in which the shift ends.

2. Pay Provisions

When an employee is scheduled to work a 12-hour shift, the following will apply:

(a) In determining credits used for vacations, floating holidays and sick leave, one and one-half days will be deducted.

(b) In determining pay treatment for

i) travelling time outside normal working hours

ii) payment for temporary supervision

iii) time charges and expenses - employee Union representative

calculations will be made on an hour-for-hour basis to a maximum of 12 hours except for (i) where the maximum will be eight hours.

(c) In determining pay treatment for the following items a day will be considered to be 12 hours:

i) Leave of Absence With Pay, Part 'A', Item 10.1

ii) Moving Days

(d) In determining pay treatment for

i) Statutory Holidays

ii) Special Time Off

a day will continue to mean eight hours.

3. Rest Periods

Each employee shall be entitled to a ten-minute rest period approximately once within every four hours at a time designated by the Company.

2.1.7 Ten Hour Shifts

Shifts

The normal hours of work for non-time balanced ten hour shifts are 40 in any seven day period (for clarification, The Company may schedule 4-10 hour shifts in any 7 day period). Shifts may be performed in one or two shifts per day, Monday to Sunday, inclusive, and may be performed within the following shift windows:

1st shift - 0600 hrs to 1800 hrs

2nd shift - 1400 hrs to 0200 hrs

Shift Differential

1st shift - no shift differential
2nd shift - 70 cents per hour

Meal Periods

One meal period will be included within each shift.

Notice Period

A minimum of seven days' notice shall be given when an employee's hours of work, as shown on the regular schedule, are to be changed, with the following exceptions:

1. In the case of illness, which would result in a staff shortage, four (4) days advance notice will be given when placing an employee on shift.
2. With three days' notice an employee's hours of work may be changed if a forced unit outage occurs for reasons of equipment failure, or for a safety reason. Refer to Mid-Term Agreement R-7 for definition of unit outage.

The applicability of the three-day notice period in this clause is dependent upon a shift change notice being issued to the affected employees within 48 hours of the occurrence of the forced unit outage.

Non-Time Balanced Shift Schedules

Ten-hour non-time balanced shift schedules will be assigned as follows:

a minimum duration of 4 weeks and;
a maximum of 4 days of 1st shifts in a row and;
a maximum of 4 days of 2nd shifts in a row.

Lieu Days

When scheduled work is performed on a statutory holiday, an additional day off will be scheduled in lieu of the statutory holiday. This lieu day shall be identified on the schedule. When work load permits it may be interchanged with another scheduled working day after the statutory holiday at the employee's request.

Provision Concerning Time Off

When an employee is scheduled to work a 10-hour shift, the following will apply:

(a) In determining credits used for vacations, floating holidays and sick leave, one and one-quarter days will be deducted.

(b) In determining pay treatment for

- i) travelling time outside normal working hours
- ii) payment for temporary supervision
- iii) time charges and expenses - employee Union representative

calculations will be made on an hour-for-hour basis to a maximum of 10 hours except for (i) where the maximum will be eight hours.

(c) In determining pay treatment for the following items a day will be considered to be 10 hours:

- i) Leave of Absence With Pay, Part "A", Item 10.1

- ii) Moving Days
- iii) Payment for Instructors, Part "A", Item 19.0. Those who qualify for payment under Part "A", Item 19.0 and perform those duties for greater than 8 hours in a 10 hour shift shall receive an instructor's bonus of one and one half times the instructor's allowance.

(d) In determining pay treatment for

- i) Statutory Holidays
- ii) Special Time Off

a day shall continue to mean eight hours.

(e) When a regular shift commences before midnight and continues after midnight, all hours during the continuous shift shall, for pay and time balance purposes, be recorded and treated as if they occurred during the calendar day in which the shift ends.

2.1.8 Change of Work Headquarters

1. In the event a shift employee is assigned to a temporary work headquarters outside his/her residence headquarters he/she shall receive a minimum of seven days notice unless no change in hours of work is required. Failure to give the required notice shall require the payment of premium rates for work performed at the new work headquarters until the notice period has expired. Management will provide transportation for those employees who have no reasonable transportation available to them.
2. In the event a shift employee is assigned to a temporary work headquarters within his/her residence headquarters he/she shall receive a minimum of three days notice unless no change in hours of work is required. Failure to give the required notice shall require the payment of premium rates for work performed at the new work headquarters until the notice period has expired. Management will provide transportation for those employees who have no reasonable transportation available to them.
3. An early return to his/her regular work headquarters initiated by Management will require a new shift change notice with the appropriate notice as stated in (1) or (2) above.

Failure to give the required notice shall require the payment of premium rates for work performed at his/her regular work headquarters until the notice period has expired.
4. For the purposes of Part G, Item 2.1.8 Pickering NGS and ENTC are considered one work headquarters. In addition, the Bruce site is considered one work headquarters.
5. A shift employee may be assigned to a temporary work headquarters without notice or penalty, if he/she leaves and returns to his/her work headquarters within a single shift.

3.0 SHIFT DIFFERENTIAL

Shift differentials shall apply to employees required to work on a three-shift schedule or a two-shift schedule. The first part of a three-shift or a two-shift schedule shall begin at normal starting time. Regular part-time and temporary part-time employees will not be eligible for shift differential when the shift starts and ends between the hours of 0700 and 1800.

3.1 Eight Hour Shifts

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

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

3.2 Twelve Hour Shifts

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

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

3.3

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

4.0 OVERTIME

4.1

Due to the nature of the Company operations, some employees will be required to work overtime. Overtime will be minimized and managed within the limits of corporate effectiveness and customer impact. In recognition of employee well-being and inconvenience, an effort shall be made to equitably distribute overtime amongst all qualified employees. Overtime, as used herein, means that part of the actual working time which is outside the normal scheduled hours and is, therefore, subject to compensation at premium rates.

4.2 Pay Entitlement

4.2.1 Monday to Friday Inclusive

1. Scheduled Day of Work

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

2. Unscheduled Day of Work

- (a) One and one-half times the employee's basic rate for the first four hours of overtime work performed.
- (b) Two times the employee's basic rate for overtime work performed in excess of the first four hours.

4.2.2 Saturday, Sunday

Two times the employee's basic rate for all overtime work performed.

4.2.3 Statutory Holidays

1. Monday to Friday

Two times the employee's basic rate for all work performed plus eight hours at straight time as per Part 'A', Item 7.1.

The employee may request time off without pay for the basic statutory holiday hours in addition to any overtime hours worked as per Part 'A', Item 10.2.

2. Saturday

Two and one-half times the employee's basic rate for all overtime work performed.

4.2.4 Basic Rate Calculation

The basic rate is equal to the basic hourly rate of each employee's classification as set out in Part A item 42 without any increments, premiums or bonuses.

4.3 Overtime Cancellation and Minimum Payments

4.3.1 Cancellation

All overtime cancelled within 44 hours of its scheduled commencement shall result in a cancellation payment of four hours at straight time except in the following circumstances:

1. Overtime arranged in the current shift as an extension of the shift, requires no cancellation payments.
2. Overtime arranged as an extension before the normal hours of work requires no cancellation payment if cancelled with more than 12 hours' notice.

4.3.2 Minimum Payments

All overtime performed or reported for due to lack of notice of cancellation shall result in a minimum payment of four hours at the appropriate premium rate except in the following circumstance:

Overtime arranged during the employee's normal working hours and worked as an extension before and/or after the employee's normal hours of work, requires no minimum payment.

4.4 Special Provisions Concerning Overtime

1. Time shall be counted from the time the employee reports for overtime work at the station until he/she finishes overtime work at the station or until his/her normal scheduled hours of work begin subject to 5. below.
2. Because an employee was required to work overtime or because he/she lost time in changing shifts, he/she shall not be prevented from working his/her total number of normal daily hours in any normal scheduled day of work. If the employee cannot be supplied with the work required to make up the eight hours of work in that day, his/her pay shall be adjusted to provide a minimum of eight hours' work.
3. If an employee who has worked overtime and is physically capable and the gang of which he/she is ordinarily a member is at work, he/she shall not be deprived of the opportunity of working his/her normal scheduled hours in addition to the overtime he/she may have worked.
4. An employee who has accumulated overtime hours shall receive this, in earnings, calculated at the appropriate premium rate and cannot be required to take time off in lieu of payment.
5. An employee who is required to work continuously for more than 16 hours or an employee who accumulates 16 hours of working time in any 24-hour period, shall be entitled to an eight-hour rest period. Time spent for meals may be deducted from the total elapsed time but is not to be considered as breaking the continuity of the hours worked.

If the rest period extends into the employee's normal scheduled hours of work he/she shall be paid at straight time rates for the portion of the rest period which extends into the normal scheduled hours. This is in addition to the overtime worked. Should he/she be required to continue working beyond 16 hours he/she shall be paid two times his/her normal basic rate until an eight-hour rest period is granted. Should an employee be released before 16

hours have elapsed, he/she will not be entitled to an eight-hour rest period, and his/her right to continue work at straight time will be governed by Section 4.4 (3.) above.

6. An employee who is receiving double time while performing overtime work, which extends into the calendar day containing his/her scheduled day off, shall remain at double time until he/she receives an eight-hour rest period.
7. When less than 48 hours' notice of the requirement to work overtime work is given and where an extra trip is required, a travelling allowance of one hour at straight time shall be paid.
8. Equivalent time off without pay see Part 'A', Section 10.2.
9. At the Bruce where the provided transportation is not available, the cost of special transportation shall be provided. This provision shall be discussed for any future station.
10. **Overtime - Regular Part-Time and Temporary Part- Time Employees**

Overtime is defined as:

- (a) Hours worked which are in excess of the normal daily hours of the classification. The premium payment for such work is one and one-half times the employee's basic rate for all work performed during the first four clock hours after the normal quitting time of the classification, and two times the employee's basic rate for all work performed outside of the first four clock hours after the classification's normal quitting time.

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

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

5.0 PREMIUM PAYMENTS

The computing of hourly rates for overtime shall be in accordance with the following:

The basic rate is equal to the basic hourly rate of each employee's classification as set out in Part A item 42 without any increments, premiums or bonuses.

Premium payment, for the undernoted, shall be as follows:

5.1 Shift Workers

5.1.1 Scheduled Work

1. One and one-half times the employee's basic rate shall be paid for scheduled work performed on Saturdays and Sundays.
2. Two times the employee's basic rate shall be paid for:
 - (a) Scheduled work performed on a statutory holiday which occurs on Monday to Friday. An additional day off will be scheduled in lieu of the statutory holiday within six months of the end of the posted schedule.

- (b) Scheduled work performed on a statutory holiday which occurs on a Saturday. The premium for scheduled Saturday in 1. above shall not apply.

5.1.2 Shift Workers - Cancelled Vacation Days

Any vacation day cancelled at the request of the Company with less than seven days' notice shall be paid for at premium rates of pay. Vacation days cancelled with seven or more days' notice shall be paid for at straight time. Cancelled vacation days will be rescheduled in accordance with Part 'A', Section 6.0.

Shift workers shall receive entitlement for the same number of statutory holidays as day workers.

5.2 Continuous Driving

Employees given a continuous driving assignment will be paid in accordance with the following:

In each twenty-four hour period each will be paid eight hours at the basic rate, eight hours at the appropriate premium rates and eight hours at no pay (rest period). On Saturdays, Sundays and statutory holidays the appropriate premium rates shall apply.

The total time of the trip shall be determined from the time the employees start work on the day the trip commences till the time the employees finish work on the day the trip ends. (From work headquarters and return to work headquarters.)

With less than three days' notice the appropriate rate for lack of notice shall apply to the first eight hour basic rate period.

6.0 VACATIONS - SHIFT WORKERS

Vacations will be governed by the following: The vacation year shall be from January 1 to December 31.

Subject to exceptions resulting from unforeseen or emergent conditions, arrangements will be made to provide vacations as undernoted.

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

NOTE

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

7.0 POSITIONS EXCLUDED AS PER ARTICLE 1

It is recognized that from time to time incumbents in positions excluded under Article 1.0 will be performing work functions. It is also recognized, however, that such work functions will not be performed for the purpose of reducing staff requirements or deliberately to avoid overtime for employees represented by the Union. If the Union believes that this provision is being abused, it may lodge a grievance under Article 2 of the Collective Agreement.

8.0 SUPERVISORY RESPONSIBILITIES

Supervisory responsibilities are as defined in Article 8.

8.1 Tradesperson Responsibilities A tradesperson is required to exercise judgment and control over his/her own actions so that the assigned work may be performed safely, efficiently, and effectively, and with consideration of its effect on others.

In a work situation, a journeyman will be responsible only for his/her own work and the work and training of one apprentice or helper. However, for the purpose of training, a journeyman may be required to teach trade skills of a specific task to more than one apprentice or journeyman at one time. During such a teaching situation, the journeyman is responsible only for the demonstration of trade skills and not for the work of the apprentices or journeyman involved.

Related to the above, a "helper" is a person of lower classification than the tradesperson he/she is assisting; an "apprentice" is a person of lower than journeyman progression in a trade.

9.0 PAYMENT FOR TEMPORARY SUPERVISION

Supervisory payments are established in Article 8.

Overall supervision of a crew is provided by a supervisor and/or trades supervisor. However, a crew may be assigned a task without a regular supervisor in attendance, in which case a temporary supervisor may be appointed. In such instances, any responsibility for supervision must be assigned, it cannot be assumed. When so assigned, the level of supervision to be performed and paid must be designated in accordance with Article 8.

Where a group of employees are working at a location on jobs which are independent of one another and planned by a supervisor so that no co-ordination of their activities is required, additional supervision will not be required. Where the job requires more than one day to complete or is not preplanned, or is being performed by four or more employees, one of them shall be appointed and paid as trades supervisor. In such cases if he/she supervises for more than two hours in a day he/she shall be paid the supervisory rate for a minimum of four hours or the actual hours he/she supervises, whichever is the greater.

NOTE

Preplanned means planning which is done away from the job site. It does not relate to on the site detailed planning.

10.0 RELIEF WORK

Payment for a statutory holiday shall be at the relief rate if it occurs during the relief period for all classifications.

When an employee acquires a lieu day while relieving in a higher-rated position, the lieu day shall be paid at the higher rate.

10.1 Operators

If an operator, relieving in a higher position falls sick, he/she will be paid sick benefits of the rate of the job in which he/she is relieving only up to the first point on the schedule where he/she would have normally returned to his/her basic rate. From this point onward, sick benefits during this illness will be based on his/her basic classification rate.

In recognition that operators are regularly required and scheduled to provide relief in higher positions, they shall receive for their full vacation period the rate of the higher position when such relief has been provided for 50 percent (50%) or more of a vacation year. Operators relieving in a higher position for less than 50 percent (50%) of the vacation year will be paid the rate of their regular classification during the full vacation period.

To take care of staff development training situations for lower classifications it is recognized that any lower classification may from time to time assume the responsibility of any higher position. This is a strict training situation and must not be used as a substitute for normal relief procedures.

Operators who are required to obtain a Ministry of Commercial and Consumer Relations (MCCR) or Environment Ministry (EEM) certificate will be paid his/her basic rate to write each examination once. Arrangements will be by mutual agreement.

The application of this clause shall not qualify an employee, who works on the day that s/he writes the examination, for premium rates and pay.

Operators who are required by the Company to renew their certificates with the Ministry of Commercial and Consumer Relations or Environment and Energy Minister, will have the cost of such renewal reimbursed.

11.0 SPECIAL CLOTHING

The Company shall supply special wearing apparel where it is required at no cost to the employee. In addition to the provisions of Part 'A', Section 34.0, clothing will be provided when it is not possible because of special dirt, to have clothes cleaned domestically or commercially. In this case it may be acceptable to provide the cleaning facilities and not the clothes.

Where uniform appearance is required, uniforms will be provided. Security staff required to wear a uniform will be reimbursed for two (2) pairs of CSA approved safety footwear per calendar year with a dollar maximum of \$125. Where uniform appearance is not required, Part A, Item 34.2.5 will apply.

12.0 STAFFING

12.1 Selection to/Acting in Vacancies

Selection to be made within 90 days after a vacancy in an existing position occurs, and where there is a qualified applicant. Selection within 90 days is not applicable in staffing new stations.

All acting positions are to be limited to 90 days unless extensions are agreed to by the Company and the **Principal Steward** of the Union. Pending the arrival of the successful applicant and his/her assuming of the normal duties, the acting incumbent who is performing the normal duties and responsibilities of an "acting" position shall receive the rate for the position.

12.2 Staffing Nuclear Operator Positions

12.2.1

Supervising Nuclear Operator and Authorized Nuclear Operator vacancies will be filled using Article 10.1.3.A.

12.2.2

Operator positions will be advertised under Article 10. Positions will be advertised stating the required specialization and requisite qualifications, eg, fuel handling, TRF, Unit 0, and units.

13.0 PROVISION OF MEALS

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

- (a) Employees provide their own meals on regular days of work.
- (b) When an employee works overtime on a regular day off, he/she will be expected to provide one meal if 23 hours notice has been given.
- (c) When an employee works extension overtime before or after normal scheduled hours, all required meals will be provided by the Company. The first meal (or meal allowance) will be provided when two (2) hours of overtime are worked. Subsequent meals or meal allowances will be provided every four (4) hours of overtime worked thereafter.
- (d) When meals cannot be reasonably obtained¹⁴, an allowance of \$15.00 per meal will be paid.

13.1 Meal Periods

- (a) Employees on day work shall take a meal period designated by the Company and shall not be paid for this time (unless otherwise provided for in the Collective Agreement).
- (b) Employees on shift work shall eat their meals during the shift hours as conditions permit.
- (c) When an employee works extension overtime, no time shall be deducted for eating such meals where the employee eats the meal on the job and in a minimum of time.

14.0 RADIATION

14.1 Personal Property

Reimbursement by the Company for losses of the employee's personal property as a result of radioactive contamination shall be considered and assessed on the individual merits of each case.

14.2 Access to Radiation Records

Each employee shall have access to his/her personal radiation dose records.

14.3 Ionizing Radiation

The Union Office will be supplied with one copy of the Radiation Protection Requirements and one copy of the Radiation Protection Procedures Manual, and all revisions to these Requirements and Procedures.

14.4 Radiation Limits

Employees performing their normal work, who exceed radiological limits requiring them to be removed from certain work locations, shall be given suitable work elsewhere at not less than their basic rate of pay.

14.5 Pregnant Atomic Radiation Workers

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

¹⁴ 'Reasonably obtained' is to be defined locally by Union and Management.

14.6 Female Atomic Radiation Workers Wishing to Conceive

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

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

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

14.7

Although every effort shall be made to minimize disruption to the continued training and development of the employee in her chosen career, it is recognized that re-assignment to a non-related work area may interrupt the training program. In the case where it is interrupted, progression through the training program will be frozen for the duration of the reassignment.

14.8 Dose Limits

The Company is committed to excellence in radiological safety performance. All radiation exposures shall be kept as low as reasonably achievable, consistent with sound operating practices, and with due regard for employee concerns.

The Company will pursue a policy of controlling radiation doses to its employees such that individual doses will not exceed 10 mSv (1 rem) per year averaged over any five (5) year period, provided the total collective dose does not increase as a result.

Each facility shall jointly develop annual targets and implementation plans which will strive to improve on this standard and eliminate unnecessary radiation exposure.

The Grievance process is not intended to apply to Part 'G', Item 14.8, however, instances where annual targets have been exceeded will be reviewed by the Joint Health and Safety Committee of that facility. Such instances may also be fit matter for discussion by the Joint Committee on Radiation Protection.

15.0 PERSONNEL DEVELOPMENT (TRAINING AND EXPERIENCE)

The benefits of personnel development to the Company and to the individual are recognized.

Also recognized is the emphasis placed on personnel development, when determining qualifications, for promotion purposes. The need for equitable development opportunities and treatment of individuals and groups is clear. Therefore, it is agreed that:

1. Individuals and groups should receive equitable development opportunities and treatment.
2. Disruptions to training will be minimized. Where the work situation, unavoidably, precipitates an inequality of development opportunity and treatment, such inequity will be recognized and will not be allowed to work to the disadvantage of that individual or group.
3. Employees shall receive 100% of approved reimbursable costs, paid for external training which:
 - creates or maintains employee's capability related to current job performance,
 - creates employee's capability for a position identified in a succession, retraining or redeployment plan.

Employees shall receive 75% of registration/tuition fees and learning material costs for external training activities which create employee's capability for future jobs within the Company and provided such training is outside working hours.

**16.0 RESIDENCE HEADQUARTERS FOR PICKERING NGS,
DARLINGTON NGS AND ASSOCIATED WORK HEADQUARTERS**

1. The boundary of the residence headquarters for Pickering NGS and Darlington NGS will be determined by the perimeter of a circle of radius 30 km, centered at a point midway between Pickering NGS and Darlington NGS.
2. The residence headquarters defined in 1. will also be the residence headquarters for all work headquarters of Nuclear that are located within it.
3. An employee who is transferred between the work headquarters that are within the designated Pickering - Darlington residence headquarters will be eligible for transportation and moving expenses as per Part 'A', Item 24.0 of the Collective Agreement, unless the new work headquarters is within a reasonable commuting distance from his/her residence.

17.0 TEMPORARY TRANSFERS OF PART 'G' EMPLOYEES TO PART 'F' - FOSSIL GENERATING STATIONS

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

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

The following items will apply under the above conditions:

1. Part 'F', Sections 2.0, 2.4, 4.4.9, and 12.0 as contained in the Ontario Power Generation Inc. (Fossil/Hydroelectric) Collective Agreement.
2. The Company will supply the tools for employees while on temporary transfer.

18.0 EMERGENCY RESPONSE TEAMS

18.1

As part of their normal duties, all employees may be required at times to take action in response to emergencies.

18.2

Qualified designated members of the Emergency Response Teams shall receive \$1350.00 annually on their anniversary of becoming a member of the Emergency Response Team.

18.3

Although membership of the Emergency Response Team is voluntary, the Company reserves the right to appoint members if sufficient volunteers are not available.

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

19.0 AUTHORIZED NUCLEAR OPERATORS IN TRAINING

Refer to Mid-Term R-116-4.

19.1 Authorized Nuclear Operator Retention of Authorization Policy

Refer to Mid-Term R-116-4.

19.2 Authorized Nuclear Operators in Training Increasing Capability Compensation Progression Policy

Refer to Mid-Term R-169-3.

20.0 MAINTENANCE ASSESSING

Those who were Regular Maintenance Assessors prior to October 3rd, 2001 will not normally work shift.

21.0 CONTROL TECHNICIANS

The normal hours of work for all control technician positions shall be 40 hours per week.

21.1 Relief

1. Where a shift control technician is required to provide relief in the senior shift control technician position, he/she shall be paid for all such hours worked at the rate for the position as Part A Item 42 and Article 8.
2. Where a senior shift control technician is required to relieve in a non-union supervisory position for a period of one working day or more, he/she will be paid in accordance with Part A Item 42 and Article 8.

22.0 SHIFT WORK - RADIATION CONTROL TECHNICIANS, TECHNICAL INSPECTORS

22.1 Applicability

This section covers the following classifications:

Radiation Control Technicians
Technical Inspectors

22.2

The following items as set out in Part G shall apply:

- | | | |
|-----|---------------|-------------------------------------|
| (1) | Section 7.0, | Positions Excluded as per Article 1 |
| (2) | Section 14.1, | Personal Property |
| (3) | Section 14.2, | Access to Radiation Records |
| (4) | Section 14.3, | Ionizing Radiation |
| (5) | Section 14.4, | Radiation Limits |
| (6) | Section 15.0, | Personal Development |
| (7) | Section 18.0, | Emergency Response |

22.3

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

Section 8- Positions excluded as per Article 1.

22.4 Intent

The intent of this section is to provide a framework within which employees in the above named classifications may be assigned to any of the existing shift schedules for limited periods of time. The "limited period" is to be less than three months in each year for each employee unless the employee involved specifically consents to an extension.

22.5 Implementation

When shift work is required, management will solicit preferences for shift work from the employees in the required classifications. If employees with the required skill, knowledge, experience, etc., indicate a preference for shift work, management will select from among these employees. If insufficient qualified volunteers are available, management will assign the shift work to qualified employees, endeavoring to minimize personal inconvenience.

22.6 Duration of Shift

The employees who may be required to work shifts under this section include both 35 and 40 hour per week positions. They will work a time balanced schedule. Forty hour per week employees when assigned to shift work will work the same hours as regular shift workers on shift.

Thirty-five hour per week employees when assigned to shift work will normally work seven-hour shifts. This may at management discretion be increased to eight-hour shifts.

22.7 Special Provisions on Shift

1. Shift work shall not be implemented for a period of three working days or less. If the working period is three days or less, the appropriate premium rate will be paid for the minimum three-day period.
2. The Company will provide seven days posted notice of the commencement and termination of a shift. Failure to provide such notice will require a penalty payment of premium rates for all changed hours of work within the notice period.

In the case of illness, which would result in a staff shortage, four (4) days' advance notice will be given when placing an employee on shift.

3. Such a placing on shift work shall not deprive an employee of his/her total number of normally scheduled weekly hours.
4. Revision to the work schedule shall provide for a minimum of 15 hours off between shifts. Failure to provide such time off will require the penalty payment for the first affected shift.
5. Shift differential shall apply to employees required to work on a three-shift schedule or a two-shift schedule and shall not apply for overtime hours.
6. Work in excess of the total number of normal daily hours will be paid at the appropriate overtime rates.
7. Premium payments for work on weekends and statutory holidays will be as shown in Part 'G', Section 5.0.
8. When employees as identified in 22.1 are required to work 12-hour shifts, the following sections of Item 22 will not apply: 22.6, 22.7(4), 22.7(5), 22.7(6) and 22.7(7).

The appropriate provisions of Part 'G', Item 2.2, Shift Workers and Item 3.2, Shift Differential, 12-Hour Shift, will apply. The exception to this is that Part 'G', Item 2.2.3, Transfer to Day Work, will not apply.

22.8 Deleted Positions When on Shift

When an individual is assigned a shift and the provisions of 22.7 are in effect, the following provisions of Part 'D' will not apply:

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

23.0 SHIFT WORK - PLANNING, TRAINING TECHNICIANS, NUCLEAR TECHNOLOGISTS

23.1 Applicability

This section covers the following classifications:

Planning Technicians
Training Technicians
Nuclear Technologists

23.2

The following items as set out in Part G shall apply:

- (1) Section 7.0, Positions Excluded as per Article 1
- (2) Section 14.1, Personal Property
- (3) Section 14.2, Access to Radiation Records
- (4) Section 14.3, Ionizing Radiation
- (5) Section 14.4, Radiation Limits
- (6) Section 15.0, Personal Development
- (7) Section 18.0, Emergency Response

23.3

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

Section 8, Positions excluded as per Article 1.

23.4 Intent

The intent of this section is to provide a framework within which employees in the above named classifications may be assigned to shift work on a Monday to Friday basis for limited periods of time. The "limited period" is to be less than three months in each year for each employee unless the employee involved specifically consents to an extension.

23.5 Implementation

When shift work is required, management will solicit preferences for shift work from the employees in the required classifications. If employees with the required skill, knowledge, experience, etc., indicate a preference for shift work, management will select from among these employees. If insufficient qualified volunteers are available, management will assign the shift work to qualified employees, endeavoring to minimize personal inconvenience.

23.6 Duration of Shift Hours

The employees who may be required to work shifts under this section include both 35 and 40 hour per week positions. They will work a time balanced schedule.

Forty hour per week employees when assigned to shift work will work the same hours as regular shift workers on shift.

Thirty-five hour per week employees when assigned to shift work will normally work seven-hour shifts. This may at management discretion be increased to eight-hour shifts.

23.7 Special Provisions When on Shift

1. Shift work shall not be implemented for a period of three working days or less. If the working period is three days or less, the appropriate premium rate will be paid for the minimum three-day period.
2. In the case of illness, which would result in a staff shortage, four (4) days' advance notice will be given when placing an employee on shift.
3. The Company will provide seven days posted notice of the commencement and termination of a shift. Failure to provide such notice will require a penalty payment of premium rates for all changed hours of work within the notice period.
4. Such a placing on shift work shall not deprive an employee of his/her total number of normally scheduled weekly hours.
5. Revision to the work schedule shall provide for a minimum of 15 hours off between shifts. Failure to provide such time off will require the penalty payment for the first affected shift.
6. Shift differential shall apply to employees required to work on a three-shift schedule or a two-shift schedule and shall not apply for overtime hours.
7. Work in excess of the total number of normal daily hours will be paid at the appropriate overtime rates.
8. Where mutually agreeable between the employee and his/her supervisor, Training Technicians may be assigned for self development to existing shift schedules. Such time shall not exceed three (3) months in a calendar year.

Premium payments for work on weekends and statutory holidays will be as shown in Part G, Item 5.0. When required to work 12 hour shifts Part G, Item 23.6, 23.7 and 23.7.6 will not apply. The appropriate provisions of Part G, Item 2.2, Shift Workers and item 3.2 Shift Differential, 12 hour shift, will apply.

23.8 Deleted Provisions When on Shift

When an individual is assigned a shift and the provisions of 23.7 are in effect, the following provisions of Part 'D' will not apply:

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

24.0 CHEMICAL TECHNICIANS

The normal hours of work for all chemical technician positions shall be 40 hours per week.

24.1

The following items as set out in Part 'G' will not apply to the position of chemical technician:

1. Sections 8.0 and 9.0 - Supervisors.
2. Section 12.1 - Selection to/Acting in Vacancies.

24.2

The following items as set out in Part 'D' will apply to chemical technicians:

1. Section 6.0 - Relief Work.
2. Section 7.0 - Posting of Vacancies.
3. Section 7.1 - Posting Procedures.

25.0 REGULAR GUIDES AND ASSISTANT PUBLIC EDUCATION OFFICERS

25.1

The following items as set out in Part G shall apply:

- | | | |
|-----|---------------|-------------------------------------|
| (1) | Section 7, | Positions Excluded as per Article 1 |
| (2) | Section 14.1, | Personal Property |
| (3) | Section 14.2, | Access to Radiation Records |
| (4) | Section 14.3, | Ionizing Radiation |
| (5) | Section 14.4, | Radiation Limits. |
| (6) | Section 15.0, | Personal Development |

25.2

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

Section 8.0 Positions Excluded as per Article 1.

25.3 Hours of Work

A schedule covering a period of not less than one month to be posted 30 days in advance, providing an average of five (seven-hour) days per week scheduled on any day of the week. Hours of work to be scheduled between 8:30 am and 6:00 pm, with a paid lunch period of one-half hour to be taken between 11:00 am and 2:00 pm. Failure to give the required notice shall require the payment of premium rates for work performed until the notice period has expired.

25.4 Method of Payment

25.4.1 Scheduled Hours

Payment at straight time, Monday to Friday.

Payment at time and one-half for all scheduled hours worked on Saturdays and Sundays.

25.4.2 Overtime

Payment for all work performed outside of scheduled hours to be made in accordance with the overtime provisions of Part 'D' Section 4.0.

25.4.3 Statutory Holidays - Scheduled Hours

Time and one-half for all scheduled hours worked on a statutory holiday, plus statutory holiday credit, except Saturdays.

25.4.4 Statutory Holidays - Overtime

Double time for all non-scheduled hours worked on a statutory holiday, plus statutory holiday credit.

26.0 NUCLEAR SECURITY GUARDS

26.1 Applicable Provisions

The following sections of Part G and D apply to Nuclear Security Guards only. All other sections in Part G or D not referenced do not apply.

Part G Items:

- 1.0 Wages
- 2.0 Hours of Work
- 3.0 Shift Differential
- 4.0 Overtime (Excluding 4.4 (8))
- 5.0 Premium Payments
- 6.0 Vacation - Shift Workers
- 7.0 Positions Excluded as per Article 1
- 10.0 Relief Work
- 11.0 Special Clothing
- 12.1 Selection to/Acting in Vacancies
- 13.0 Provision of Meals
- 14.0 Radiation
- 15.0 Personnel Development (Training and Experience)
- 16.0 Residence Headquarters for Pickering NGS,
Darlington NGS and Associated Work Headquarters

Part D Items:

- 6.0 Principles re: Resourcing for Relief, Acting &
Temporary Assignments
- 6.1 Relief Work
- 7.0 Posting of Vacancies

26.2 Equivalent Time Off

Employees who work authorized overtime will be paid at the appropriate premium rate or may bank the time at appropriate premium rates to a maximum of forty (40) hours banked. Such banked time may be taken by mutual agreement between the employee and his/her supervisor. Employees can only book ETO after 75% of vacation and floating holidays are booked.

27.0 PART G – PROJECT CREW

1. Project Crews will be staffed on a voluntary basis.
2. Employees on Project Crews are considered to be regular employees with all terms and conditions and benefits as per the collective agreement, except as noted in these provisions.
3. Management will review the proposed use of the Project Crews with the PWU and solicit input on the Project Crew(s) size, composition, source of staff for the crew(s), proposed peak work times, etc.
4. Employees on the Project Crew will be entitled to the same number of yearly hours as a regular employee and be paid for those hours at straight time on the same pay basis as a non Project Crew regular employee.
5. Each employee on the Project Crew may have a different number of hours available to work, due to the application of vacation rights, floating holidays, and statutory holidays. (E.g. 2080 hrs minus statutory holidays 80 hrs, minus 3 floating holidays 24 hrs, and appropriate vacation 2/3/4/5/6 weeks).
6. Employees may be required to work days or shift work on 8/10/12 hour schedules up to 60 hours per week and a minimum of 40 hours per week.
7. Shift differential (identified in Part G Item 3.0) and payment for scheduled work on weekends and statutory holidays (identified in Part G Item 5.1) will be paid out on an as worked basis.
8. Management will 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 paycheque.
9. Any overtime above that required in 8 above will be paid at the appropriate premium rates.
10. 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 7 days notice would result in penalty payments as per Part G Item 2.1.4.
11. Employees will be entitled to establish blocks of time when they will be unavailable for work assignment(s). This time off cannot conflict with the likely periods required for them to work.
12. Management will post (locally) September 30 for projects in the following year. Selections will be on a senior qualified basis. Actual formation of the crew will depend upon a sufficient number of appropriately qualified applicants.
13. The parties agree that the total number of employees in Project Crews and those in base complement shall exceed the number of employees in base complement.

28.0 Apprentices and Nuclear Operator Hiring- AMEC NSS

1. Apprentices and Nuclear Operators in **AMEC NSS** shall be considered as a site resource. Apprentices and Nuclear Operators may be hired either directly into a central pool or directly to a site. Apprentices and Nuclear Operators (hired into the central pool) may be required to work at any site.
2. Although hired into a central pool Apprentices and Nuclear Operators will be allocated to a site for the purpose of determining benefits and entitlements.
3. The company will simultaneously advertise apprenticeships and Nuclear Operator positions both internally and externally. For every three (3) external applicants hired, one (1) apprenticeship/ Nuclear Operator position will be made available to a qualified internal applicant.

4. Apprentices and Nuclear Operators hired pursuant to this agreement shall not form part of any site staff complement and shall not be deemed to occupy a base position. For the purpose of clarity Apprentices and Nuclear Operators are treated as Regular employees within the definition of Part A, Article 1.2.
5. If, at any time, there is insufficient work for Apprentices and Nuclear Operators in the central pool they will be declared surplus in accordance with Article 11.
6. All vacancies for qualified journeypersons, and Nuclear Operators, shall be posted pursuant to Article 10. If at the completion of an apprenticeship an apprentice is not selected to a vacancy he/she will remain in the central pool until selected to a vacancy or declared surplus.
7. If vacancies remain after posting, all Apprentices who have completed an Apprenticeship, and Nuclear Operators who remain in the central pool, shall be considered automatic applicants to a vacancy for which they are qualified. Failure to accept a position will result in termination.
8. Any eligible relocation or moving expenses shall be paid in accordance with Part A, Item 24.0. Apprentices and Nuclear Operators hired pursuant to item 3 above are not eligible for provisions of the Housing Assistance Plan, Part A, Item 224.6.
9. Co-op students who are hired into full time apprenticeships will receive credit for their Co-op training towards their apprenticeship time.

Intent

AMEC NSS Apprentice Hiring & Joint Apprenticeship Committee

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

Key Principle

The hiring and retention of Apprentices is in the best interests of both parties and both parties will strive to come to mutually acceptable ways of balancing this goal with the interests of regular employees.

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

APPENDIX A

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

1.0 Interface with CPAA

1.1 This Appendix does not alter the CPAA in any manner and all applicable provisions of the CPAA continue to apply to the determination and assignment of trades' work. Disputes regarding the applicability of this Appendix versus the applicability of the CPAA as they may apply to the assignment of work, remittances to the appropriate BTU and referral rights of the BTUs shall be referred to the process under Article 6 of the CPAA.

2.0 Scope

2.1 AMEC NSS recognizes the PWU as the sole bargaining agent for all employees of AMEC NSS who perform supplementary maintenance, repair and other PWU assigned work save and except that work which is performed by PWU regular employees as defined in the collective agreement. All trades work shall be performed by the classifications listed below:

**Control Technician (Electrical Trades)
Mechanical Maintainer (Mechanical Trades)
Civil Maintainer I
Civil Maintainer III**

2.2 On request of the AMEC NSS Director of the Labour Relations or the PWU Vice President the parties will meet to discuss the merits of adding any new classification(s).

The parties will consider adding a classification when:

- 1. Work is required in the classification and**
- 2. Regular employees are not available to perform the work and**
- 3. The work is not ongoing in nature.**

3.0 Principles and Process

3.1 It is intended that this Appendix not interfere with the principle that work of a continuing nature (including the work of project crews where utilized by Management) be done by regular employees.

3.2 AMEC NSS shall share with the PWU all related information for making an assignment as far in advance of the work as possible.

3.3 The designated AMEC NSS representative and the PWU Vice President or delegate will agree upon the proposed assignment prior to the assignment being made by the Company. An agreement on the assignment of work shall not be used in a grievance to establish work of a continuing nature except where;
a) A single project\outage at a site actually lasts twelve (12) months or greater or;
b) A series of individual projects\outages at a site last 24 months or greater without a break.

In such cases the PWU shall retain the right to grieve work of a continuing nature.

For the sake of clarity "a site" shall be Pickering, including Pickering A and B. Darlington is "a site." Similarly the AMEC NSS operations at the Bruce will be "a site."

3.4 Should the parties fail to agree on the assignment of work to employees hired pursuant to Appendix "A", the issue will be referred to Mr. Martin Teplitsky, or his designate who will act as the sole arbitrator for expedited resolution of the dispute and shall have all the powers of the Chief Arbitrator under the Collective Agreement.

This hearing will resolve both the Appendix "A" issue and any issue related to contracting or subcontracting of work. The arbitrator will decide whether the business case warrants the contracting or subcontracting of work.

- 3.5 The arbitrator will hear the dispute within three (3) days of the dispute being referred to arbitration. The arbitration may be conducted by conference call.
- 3.6 Briefs shall be prepared by each party, which will include a statement of facts, a brief argument and any other information and/or documents relevant to the issue. Briefs will be exchanged by the parties and provided to the arbitrator at least 24 hours before the arbitration hearing begins. Witnesses may be called with the leave of the arbitrator.
- 3.7 The decision of the arbitrator shall be final and binding.
- 3.8 For outage work programs less than 50,000 person-hours and project work less than 5,000 person hours AMEC NSS may hire Temporary Employees pursuant to this Appendix without seeking approval from the Union.
- 4.0 Employment
 - 4.1 Referral of employees will be in accordance with the CPAA.
 - 4.2 AMEC NSS shall have the right to transfer employees from site to site on a senior choice, junior force basis. Junior employees may be laid off for refusal to accept a transfer. Travel time and mileage will be paid on the first day of transfer and the last day (where a return trip occurs). No mileage will be paid where an employee qualifies for a travel allowance.
 - 4.3 Employees may be name hired from the appropriate Building Trades Union as permitted by the relevant BTU Collective Agreement.
 - 4.4 Crew supervision may be performed by regular PWU or Appendix "A" employees and Appendix "A" employees may be intermingled with regular crews.
 - 4.5 The Union may designate stewards under Appendix "A" on the basis of one steward per classification per site. The Union may designate one of these stewards per site as senior steward who shall not be laid off or transferred to another site, provided he/she is qualified to perform the remaining work. However, the PWU Vice President may, at his sole discretion, consent to the transfer of a senior steward.
 - 4.6 The Employer will provide notice to the appropriate Chief Steward when Appendix "A" employees are hired and when their employment is terminated.
- 5.0 Terms and Conditions of Employment
 - 5.1 Employees under Appendix "A" shall be considered to be Temporary Employees under the PWU/AMEC NSS collective agreement. All provisions and practices in the PWU/AMEC NSS collective agreement with respect to Temporary Employees as of the effective date of this Appendix continue to apply save and except the provisions of Appendix "A" which include the following:
 - 5.2 All trades work done by classifications listed in Appendix "C" of the CPAA shall be carried out by the following classifications at the following wage rates:

Control Tech	
April 1/06	\$41.55
April 1/07	\$42.80
April 1/08	\$44.08

April 1/09 \$45.40

Mechanical Maintainer

April 1/06 \$40.96

April 1/07 \$42.19

April 1/08 \$43.46

April 1/09 \$44.76

Civil Maintainer I

April 1/06 \$37.90

April 1/07 \$39.04

April 1/08 \$40.21

April 1/09 \$41.42

Civil Maintainer III

April 1/06 \$23.74

April 1/07 \$24.45

April 1/08 \$25.16

April 1/09 \$25.91

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

- 5.3 Remittance for retirement, benefits and Union funds shall be deducted from the total package and sent to the appropriate union on a monthly basis. Remittances shall be based on hours worked as opposed to hours earned.**
- 5.4 PWU dues shall be established by the PWU and will be collected by AMEC NSS and remitted to the PWU on a monthly basis.**
- 5.5 Part A, Item 16 of the collective agreement does not apply to employees under Appendix "A".**
- 5.6 Part A, Item 31 (Eye Protection) and 33 (Special Clothing) will not apply to Appendix "A" employees. However, personal protective equipment and gloves, rainwear and coveralls will be provided in appropriate circumstances.**
- 5.7 Part G, Section 2.1.4 will not apply to Appendix "A" employees however shift arrangements that are compatible with regular crew shifts will be established. Premium rates will be paid for that part of the actual working time which is outside the normal scheduled hours.**
- 5.8 All Appendix "A" employees shall be members of the PWU and shall maintain such membership in good standing as a condition of employment.**
- 5.9 All Appendix "A" employees once hired by the Company will be required to "Skill Broaden". Employees may be required to perform additional tasks where there is no formal trades training required. The normal referral process of employees through the CPAA will not be affected.**
- 5.10 Unless otherwise agreed to in future rounds of collective bargaining the Daily Travel Allowance and Subsistence Allowance will be increased by the same percentage and at the same times as wage rates.**
- 5.11 Daily Travel Allowance**

The daily travel allowance will be paid by the Employer to its employees who are not living in camp or receiving a subsistence allowance as defined herein, on the following basis:

- (a) If an employee lives within 40 radius kilometers of the work site no travel allowance will be paid.**

- (b) If an employee lives within 40-56 radius kilometres of the work site they shall receive \$18.21(effective April 1, 2007, \$18.94, effective April 1, 2008, \$19.32) per day travel allowance for each day worked or reported for.
- (c) If an employees lives within 56-80 radius kilometres of the work site they shall receive \$21.78 (effective April 1, 2007, \$22.65, effective April 1, 2008, \$23.10) per day travel allowance for each day worked or reported for.
- (d) If an employee lives within 80-97 radius kilometres of the work site they shall receive \$25.35 (effective April 1, 2007, \$26.36, effective April 1, 2008, \$26.89) per day travel allowance for each day worked or reported for.
- (e) If an employee lives greater than 97 radius kilometres from the work site and does not qualify for subsistence allowance they shall receive \$29.22 (effective April 1, 2007, \$30.39, effective April 1, 2008, \$31.61) per day travel allowance for each day worked or reported for.
- (f) When an employee is directed to report to a work site that involves travelling around a natural barrier, the distance around the natural barrier shall be the shortest distance measured by a series of straight lines. The sum of the distance of these straight lines shall be applied to the ring concept to establish the employee's travel allowance entitlement, board allowance entitlement and initial and return allowance entitlement.
- (g) A natural barrier is defined as any obstruction or impediment which creates an unreasonable relationship between radius kilometres and actual kilometres travelled.

5.12 Room and Board Allowance (Subsistence)

- (a) The following conditions will apply for employees whose regular residence* is more than 97 radius kilometres from the work site:
 - (1) The Employer may supply either:
 - (i) free room and board in camp or a good standard of board and lodging;
 - or
 - (ii) subsistence allowance; or
 - (2) An employee may exercise his/her option not to stay in a camp or accept free room and board. An employee who exercises this option shall receive a subsistence allowance as follows:
 - Bruce Site**
 - (i) When an employee's regular residence is more than 97 radius kilometres from the work site and the employee maintains temporary accommodations at or near the Bruce work site the employee shall be paid a subsistence allowance of \$68.00 (effective April 1, 2007, \$69.80, effective April 1, 2008, \$71.20) per day for each day worked or reported for.
 - Sites Other Than Bruce**
 - (ii) When an employee's regular residence is more than 97 radius kilometres from the work site and the employee maintains temporary accommodations at or near the work site the employee shall be paid a subsistence allowance of \$29.22 per day for each day worked or reported for (effective April 1, 2007, \$30.39, effective April 1, 2008, \$31.61).

All Sites

(iii) When an employee's residence is more than 500 kilometres from the work site and the employee is working a four (4) day by ten (10) hour per day shift or working twelve (12) hour shifts, the employee will be paid one (1) additional day's subsistence allowance.

- (b) An employee shall not qualify for daily travel allowance or room and board allowance as provided for in 5.11 and 5.12, Item (a) above, when such employee reports for work but does not remain at work for his/her scheduled daily hours unless excused by an authorized representative of his/her Employer. Such permission shall not be unreasonably denied.
- (c) Upon application, payment of Room and Board/Travel Allowance will be issued for the first two pay periods. Failure to provide satisfactory proof of eligibility during this period will result in cessation of payments and the recovery in two equal amounts. In the event of termination for any reason before full recovery, any balance owing will be deducted from the final pay.

*For the purpose of this Section "regular residence":

1. The place where the employee maintains a self-contained, domestic establishment (a dwelling house, apartment or similar place of residence where a person generally eats and sleeps and for which he/she can show proof of financial commitment). This is in contrast to a boarding house facility which is not self-contained; and
2. The employee normally resides in the residence except for those periods of time when, because of the location of the work, the employee obtains temporary accommodation for that work location.
3. For metropolitan areas (Toronto and Hamilton) the calculation of distance shall be the employee's regular residence.
4. For all other areas, the calculation of distance shall be based on the location of the city or town hall of the municipality where an employee maintains a self-contained domestic establishment described above. In those municipalities where a city or town hall does not exist, then the post office serving his/her self-contained domestic establishment will apply.

6.0 Grievance and Arbitration

The following expedited grievance and arbitration mechanism applies to employees governed by Appendix "A".

- (a) AMEC NSS shall appoint employees beyond the jurisdiction of the Union to act as contact supervisor. Each contact supervisor shall be responsible for giving or securing a decision on any grievance submitted to him/her by a union representative on behalf of any employee or group of employees under his/her supervisor. Grievances will be referred to the contact supervisor within 30 days of the discovery of the event giving rise to the grievance. If a supervisory decision is not made by the contact supervisor within 48 hours, the union representative may, within 30 days, refer the grievance to arbitration.
- (b) The referral to arbitration shall be made to one of the following single arbitrators on a rotating basis.
 - a) Jules Bloch
 - b) Rob Herman
 - c) Louisa Davie
- (c) The arbitrator shall set a hearing date to take place within ten (10) working days of the date of the referral and shall render a decision on the case within 30 days of the completion of the hearing of the matter. The parties agree that they will facilitate to the greatest extent possible the expeditious completion of the hearing process.

- (d) The decision of the arbitrator shall be final and binding on the parties. The arbitrator shall not have jurisdiction to alter or overrule this agreement or to make any decision inconsistent with this agreement.**
- (e) The arbitrator shall have all the power and authority of a regular arbitrator under Article 3 of the collective agreement.**
- (f) Maintenance of normal earnings shall be provided by AMEC NSS for all Union representatives, attending at the grievance process, including the arbitration hearing. Arbitrator costs will be shared.**