

COLLECTIVE AGREEMENT

Between

New Horizon System Solutions

and

POWER WORKERS' UNION

**CANADIAN UNION OF PUBLIC EMPLOYEES – C.L.C.
LOCAL 1000**

April 1, 2007 – March 31, 2010

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COLLECTIVE AGREEMENT
BETWEEN

NEW HORIZON SYSTEM SOLUTIONS (NHSS)
(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 by **R. Prudil, M. Blackmore, D. McKague, D. Dodds**, who have been duly appointed for the purpose, in accordance with the constitution of the Union.

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 two parts, namely, Part 'A' - General Items, Part 'B' - Weekly-Salaried. 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, but excluding:
- (a) Employees now represented by other bargaining agents.
 - (b) Persons above the rank of working supervisor. Effective August 1, 2002, the term "working supervisor" shall include all supervisors who perform any non-supervisory work related to work performed by other PWU bargaining unit members.
 - (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.
- 1.2 (a) Bargaining unit work currently performed or that work which has been performed by members of the Union's bargaining unit and any work defined as work of the Union in any jurisdictional accord applicable to New Horizon will continue to be performed by PWU represented staff unless otherwise agreed to by the parties. This does not apply to situations where work is eliminated.

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

"Work" in this Article shall be defined as a specific set of tasks, for example the first line supervision of Clerical/Technical/Technologist classifications at New Horizon.

The Company shall produce to the Union each quarter, documentation showing all persons doing work for the Company.

- 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.

ARTICLE 1A ADDITIONAL WORK OPPORTUNITIES FOR NEW HORIZON

1A Additional Work Opportunities for New Horizon

For purposes of this Agreement, Cap Gemini Ernst & Young ("CGEY") includes its parents, its direct and indirect subsidiaries, affiliates, joint ventures, partnerships, related companies, successors and assigns. By its execution of this Collective Agreement the Employer binds Cap Gemini Ernst & Young to Article 1A and to any Mid-Term Agreements which refer to CGEY and warrants it has the authority to do so.

The parties agree to approach new work opportunities for CGEY by observing the following principles and process:

Principles

- (i) CGEY and the PWU ("the parties") agree that their relationship is based on mutual trust and respect.
- (ii) The parties agree that it is in the interest of both CGEY and the PWU that CGEY grow its business and that the New Horizon bargaining unit share in such growth where practicable.
- (iii) The parties agree, where it is practicable, that PWU represented employees, CGEY employees and CGEY clients will have the ability to work together on teams.

Related Work Opportunities

CGEY agrees to give full consideration to the above principles in determining whether Related Work Opportunities will be subcontracted to New Horizon for performance. In this Article, Related Work Opportunities shall mean CGEY work that is related to or similar to work that is being done or has been done by the PWU bargaining unit at New Horizon.

Process

The parties will meet quarterly to discuss Related Work Opportunities. Such discussions will involve a full and frank discussion (subject to reasonable confidentiality requirements) of ongoing or upcoming Related Work Opportunities, the nature of the Related Work opportunities, the viability of such work being done by the PWU bargaining unit, and related topics.

- (i) Either party may, as appropriate, require discussion to be held between the CGEY President and the PWU President to address issues of concern respecting Related Work Opportunities and the discussion process.
- (ii) If the Presidents are unable to reach agreement, a mutually agreed upon Mediator shall work with the parties to mediate a resolution.
- (iii) The discussion process will not prevent CGEY from completing proposals, closing deals, or performing work with respect to related work opportunities.

ARTICLE 2 GRIEVANCE PROCEDURE

- 2.1 Apart from Article 2.8 below, this procedure shall not apply to Union concerns regarding the adequacy of job documents and/or the rating, for jobs covered by the Clerical-Technical Job Evaluation Plan, which shall be processed in accordance with the procedures contained in Article 2.8 below.
- 2.2 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.
- 2.3 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.
- 2.4 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, a meeting with contact supervisor.

Step 2 If Step 1 meeting not held or if grievance not resolved at Step 1, grievances go to next scheduled meeting of Grievance Review Board.

2.5 Grievance Review Board

The Grievance Review Board shall consist of two Union representatives (at a high level) and two Management representatives (at a high level), who will have the authority to agree unanimously to a final and binding settlement of any grievance or unanimously agree to the scheduling of any grievance.

Grievance Review Board meetings are to be scheduled regularly as agreed to by the parties or ordered by the Chief Arbitrator in all work locations. The purpose of the Grievance Review Board will be to attempt to settle all cases, failing which the Grievance Review Board will agree to facts where possible and ensure that all documentary and other evidence is disclosed by the parties.

If not resolved at the Grievance Review Board, grievances move to arbitration. Unless the parties agree to regular arbitration, or Mr. Martin Teplitsky or the Deputy Chief Arbitrator so order, all grievances shall be submitted to Expedited Arbitration.

2.6 Disciplinary Matters

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

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

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

2.6.4 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.

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

2.6.6 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.

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

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

2.7 Facilities and Costs

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

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

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

2.8 Dispute Resolution – Article 8, Plan B and OGLs

Any Article 8, Plan B or OGL disputes shall be resolved on an expedited basis as set out below:

2.8.1 The Union shall commence this dispute resolution process by filing a grievance with the relevant contact supervisor. The parties shall meet within seven (7) days to attempt to resolve the grievance. Failing a resolution of the matter within fourteen (14) days of filing the grievance, the matter will be referred to the next meeting of the Job Classification Committee (JCC). Failing resolution at that meeting, the grievance shall be referred to the Job Classification Tribunal (JCT).

2.8.2 The JCC shall sit monthly or as otherwise agreed to by the parties and consist of two (2) union and two (2) employer representatives. It shall have the power to resolve any Article 8 and Plan B disputes referred to it by unanimous agreement.

2.8.3 The JCT shall consist of a Chair, a Union nominee and a Company Nominee. The parties hereby nominate Chris Paliare and Angela Rae as their nominees. Martin Teplitsky shall be the Chair and may, after consultation with the parties, appoint his successor as Chair.

2.8.4 The JCT shall hear grievances on an expedited basis and decide at least fifteen (15) grievances per day. No decision of the JCT is precedent setting unless the JCT expressly declares it to be so.

2.8.5 Briefs shall be prepared by each party for each grievance including a statement of facts, brief argument and the relevant provisions of the Collective Agreement. These briefs shall be provided to the Chair of the JCT at least 7 days prior to any hearing date. The Chair of the JCT will advise which grievances will require witnesses for credibility issues. The parties will also exchange these briefs.

2.8.6 The JCT shall determine its own procedure, may admit evidence that would not be admissible in court and may rely on such evidence to render a decision. The JCT shall 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 decisions will be final and binding. All arbitrators shall have the power to make interim relief orders. The JCT shall take into consideration the relevant terms of the collective agreement and its appendices.

2.9 Facilities and Costs

2.9.1 The Company shall provide the necessary facilities for all meetings in the Article 8, Plan B, and OGL grievance process.

2.9.2 Maintenance of normal earnings and the payment of expenses shall be provided by the Company for all Union representatives on a dispute resolution committee as per Article 2.8.

2.9.3 The fees of the JCT Chair and costs associated with JCT hearings shall be shared equally by the parties. Each party will pay its own nominee on the JCT.

**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 disciplinary penalty has been on an employee's file for a maximum of two years, and there have been no further occurrences, then the disciplinary penalty will be removed from all files.

2A.5 **DISCIPLINARY PENALTIES**

A copy of all letters of employee reprimand shall be sent to the chief 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
ARBITRATION**

3.0 **THE REGULAR ARBITRATION PROCESS**

The regular 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 the rating, for jobs covered by the Clerical-Technical Job Evaluation Plan which shall be processed in accordance with the challenge procedures contained in The Union Clerical-Technical Job Evaluation Manual.
- 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 the procedure contemplated by Article 2.5, have the grievance proceed to arbitration.

The Arbitrator or Arbitration Board 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. The decision of a majority shall be the decision of the Board of Arbitration, but if there is no

majority the decision of the Chairperson shall govern. However, in no event shall the Board of Arbitration have the power to change, alter, modify or amend any provision of this Agreement.

3.3 Principles of Expedited Arbitration

- (a) Arbitrators shall decide at least fifteen (15) grievances each day.
- (b) The decisions are precedent setting and shall be accompanied by reasons on any non-factual issues.
- (c) 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 arbitrators;
 - (ii) assign grievances for resolution;
 - (iii) schedule hearing dates in consultation with the parties.
 - (iv) determine the hours within which arbitrations are conducted.
 - (v) assist in reducing the cost, and reducing the delay and increasing the efficiency of the regular arbitration process.

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

The following list of Arbitrators is incorporated into the Collective Agreement: Jane Devlin, Kevin Burkett, Susan Stewart, Jules Bloch.

The parties shall continue the practice of using either Gerald Chamey and Jules Bloch to do pre-hearings (mediations that take place in respect of policy grievances and termination cases).

3.3.2 All Arbitrators

All 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 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 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 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.

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 undemoted subjects, however, can be made with the written agreement of the Chief 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 'B', Section 6.2.
- (c) Modifications to hours of work (specific) at all locations for banked time arrangements.
- (d) Arrangements allowing flexibility for employees assigned to temporary work headquarters subject to PWU Sector Vice-President or delegate approval.

4.3 Unless specifically referred to in a Mid-Term Agreement the pertinent provisions of the Collective Agreements shall apply.

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.

**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 Secretary-Treasurer 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 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, other than as envisioned under the Human Rights Code, will have access to the Internal Resolution Process (formerly 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 Internal 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 JOB CLASSIFICATION AND WAGE RATES

Job classification and wage rates shall be as they appear in wage schedules constituting part of this Agreement. The Company shall discuss with the Union any changes to existing job classifications and wage rates, or the introduction of new job classifications and new wage rates. Where a difference arises between the parties, the Company may introduce the new or amended job classification or wage rates; but either party may require that the difference between them be submitted directly to the arbitration process as detailed in Article 2.8 and the decision shall be binding on both parties.

ARTICLE 9 SPECIFIC MATTERS OF AGREEMENT

- 9.1 These matters are to be dealt with in accordance with Parts 'A', 'B', and The Union Clerical-Technical Job Evaluation Manual.
- 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 VACANCIES

10.0 POSTING OF VACANCIES AND TRANSFER UPON APPOINTMENT

10.01 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 Part "B", Section 10.0, 30 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.

10.02 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.

10.03 Similar Vacancies

When a similar vacancy occurs beyond four months following the posting date of the advertisement, it must be reposted and considered separately.

10.04 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.

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 will include:
 - (a) Union Trades Supervisor - Level 3 and higher positions in the trades
 - (b) Clerical-technical jobs which are credited with degree 3 or higher in the Responsibility for Supervision factor of the Clerical-Technical Job Evaluation Plan.
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

Exceptions: Positions identified in Section 10.2 of this Article.

1. Applicants for which the applied to position represents a promotion, or a lateral or demotion to a position outside the applicants OGL, may be required to take a technical skills test. In order to be considered technically qualified for the advertised vacancy, applicants must achieve a minimum threshold rating on such technical testing. All such tests must be reviewed with the Chief Steward and the minimum threshold jointly agreed to prior to conducting applicant testing.
2. 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.

3. Tenure

The senior qualified candidate will be selected to the vacancy providing that he/she satisfies one of the following criteria:

- 2.1 Promotion: The applicant has been employed for a minimum of six months in his/her current position.
- 2.2 Laterals and Demotions: The applicant has been employed for a minimum of one year in his/her current position.
- 2.3 The above restrictions will not apply to employees who obtained a position because they were over complement or they occupied an over complement classification. This provision applies for such placements that occurred on or after April 1 2000.
- 2.4 The company may waive tenure for all applicants to a vacancy if it is in the company's interest to do so, and if it is so identified in the posting
- 2.5 Tenure Selection Priority: All employees are eligible to apply. Jobs will be posted in one of the following ways:

- i) The job is posted with tenure:
 - (a) the senior qualified applicant with tenure will be selected.
 - (b) the senior qualified without tenure will be selected.
- ii) The job is posted without tenure:
 - (a) the senior qualified applicant will be selected.

- 4. 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 Health Management Group. If the waiver request is agreed to by the Union, the employee will be appointed to the position.
- 5. When applying to vacancies, temporary employees who have accumulated three (3) months or greater service will be considered for selection after regular employees and before external applicants. The **best** qualified applicant will be selected from these temporary employees. Should the duration of an internal temporary rotation extend a temporary employee beyond 18 months of accumulated service, such a temporary employee is not eligible to apply for the internal temporary rotational opportunity.

(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 10.02.

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 Weekly Income

1. The maximum base rate per classification as shown on wage schedules 20, 43, 73.

(c) Promotion Application

1. Where the base weekly income (maximum rate) of the advertised position is higher than the base weekly income (maximum rate) of the applicant's present position.
2. Where an employee submits an application to a position of equal rating (same base weekly income) which requires fewer normal weekly hours of work.
3. Where an employee who presently occupies a position regularly requiring or subject to shift work, applies for a position of equal rating (same base weekly income) but not regularly requiring or subject to shift work.

(d) Lateral Application

Where the maximum rate (base weekly income) of the position applied for is equal to the maximum rate of the applicant's present position and the factors identified in 10.1.4C(2) and 10.1.4C(3) do not exist.

(e) Demotion Application

Where the maximum rate (base weekly income) of the position applied for is lower than the maximum rate of the applicant's present position.

10.3 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 the brochure entitled Transportation and Moving Expenses.

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 the brochure entitled Transportation and Moving Expenses.

10.4 Transition Provisions

- (a) After March 31, 2002, an employee in a bargaining unit who is in receipt of a notice of termination/layoff from that bargaining unit or who has been laid off and subject to recall or who has been identified as overcomplement is eligible to apply to posted vacancies in another bargaining unit. He/she will be given fair and objective consideration for employment before new hires. A successful applicant will transfer his/her service credit and seniority credits to the new Company. No employee hired pursuant to this Article will be entitled to any relocation or moving expenses under the provision of any collective agreement.
- (b) Employees in a bargaining unit who are not covered by Item 10.4 (a) or (b) may apply for posted vacancies and placement opportunities in another bargaining unit. The employer in receipt of the application has no obligation to consider the application of such employee(s) from another bargaining unit. A successful applicant will transfer his/her service and seniority credits to the new employer.

- (c) The provisions of Article 10.4 (a), (b) and (c) have no application to any person who was not an employee of Ontario Hydro on August 31, 1998 or whenever the move to successor collective agreements is complete.
- (d) Any service credit restoration, as per Part A, Item 5.0, shall include service earned as an Ontario Hydro employee and service earned as an employee of any Ontario Hydro successor company.

10.5 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, rating and/or salary grade resulting from a Clerical-Technical Job Evaluation Plan challenge, or a Review of a Rating by the Job Classification Committee, or a change to a job title and/or occupation code only, shall not be considered to create a vacancy.
2. A change to the duties of an occupied job, wherein the salary grade remains unchanged, shall not be considered to create a vacancy.
3. A change to the duties of a job covered by the Clerical-Technical Job Evaluation Plan which results in an increase to the salary grade shall not be considered to create a vacancy if there is, in the Company's opinion, an employee in the immediate work group who is the only one qualified to perform the resulting job. However, in such cases, if there is a more senior employee in the same job in the same work group who was not appointed to the resulting job, he/she shall have the right to seek redress under Article 2, Grievance Procedure.
4. 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).
5. The restructuring of a job in a manner which justifies application of the Downward Restructuring Rule (Part B, 9.9.2) to the incumbent, shall not be considered to create a vacancy.

10.6 Posting Procedures

A notice of vacancy referring to jobs covered by the Clerical-Technical Job Evaluation Plan shall be based on the job description and job specification 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. A notice of vacancy setting out a higher education or experience requirement than indicated in the job specification will require a corrected notice of vacancy and an extended date of closure.

Vacancies for applications technician and service specialist within the jurisdiction of the Union shall be posted on a province-wide basis subject to all conditions relating to positions once removed from the Union's jurisdiction.

Refer to Article 10.02 - Notification to Applicants

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 worksite³ or between worksites in close proximity to each other, management may deploy employees within equal classifications on a senior choice, junior force basis..
2. (i) Within a Location⁴ that has multiple worksites management may deploy employees within equal classifications⁵ 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.

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- (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 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.

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- (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 11.14(iii) as well as Article 11.15.1 (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.

³ As defined by Article 11

⁴ As defined by Article 11

⁵ As defined by Article 11

(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(s); 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 the brochure entitled Transportation and Moving Expenses.

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, are limited to those contained in 11.12.
- (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) For pay equity adjusted rates, equal will be deemed to be those jobs whose terminal rates meet or exceed the Step 5 rates listed on Salary Schedule 20.
 - Example 1: Grade 55 + PEA, equivalent to Grade 57, Step 4 = 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 4 = 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 5 rates listed on Salary Schedule 20.

Example 1: Grade 56 (no PEA) is lower than a Grade 55 + PEA equivalent to Grade 57 Step 5.
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 20.2.
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.

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 to Arbitrator Teplitsky for resolution in accordance as per Article 2.8 Dispute Resolution - Article 8, Plan B and OGL Process.

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 a employee is given notice of termination/layoff the Company will notify the Union office and Chief 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 Chief 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

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

location into which he/she can be placed/displaced, the employee will be laid off with recall or severance rights as per 11.14.

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;
- (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.

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) 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.
- (f) 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

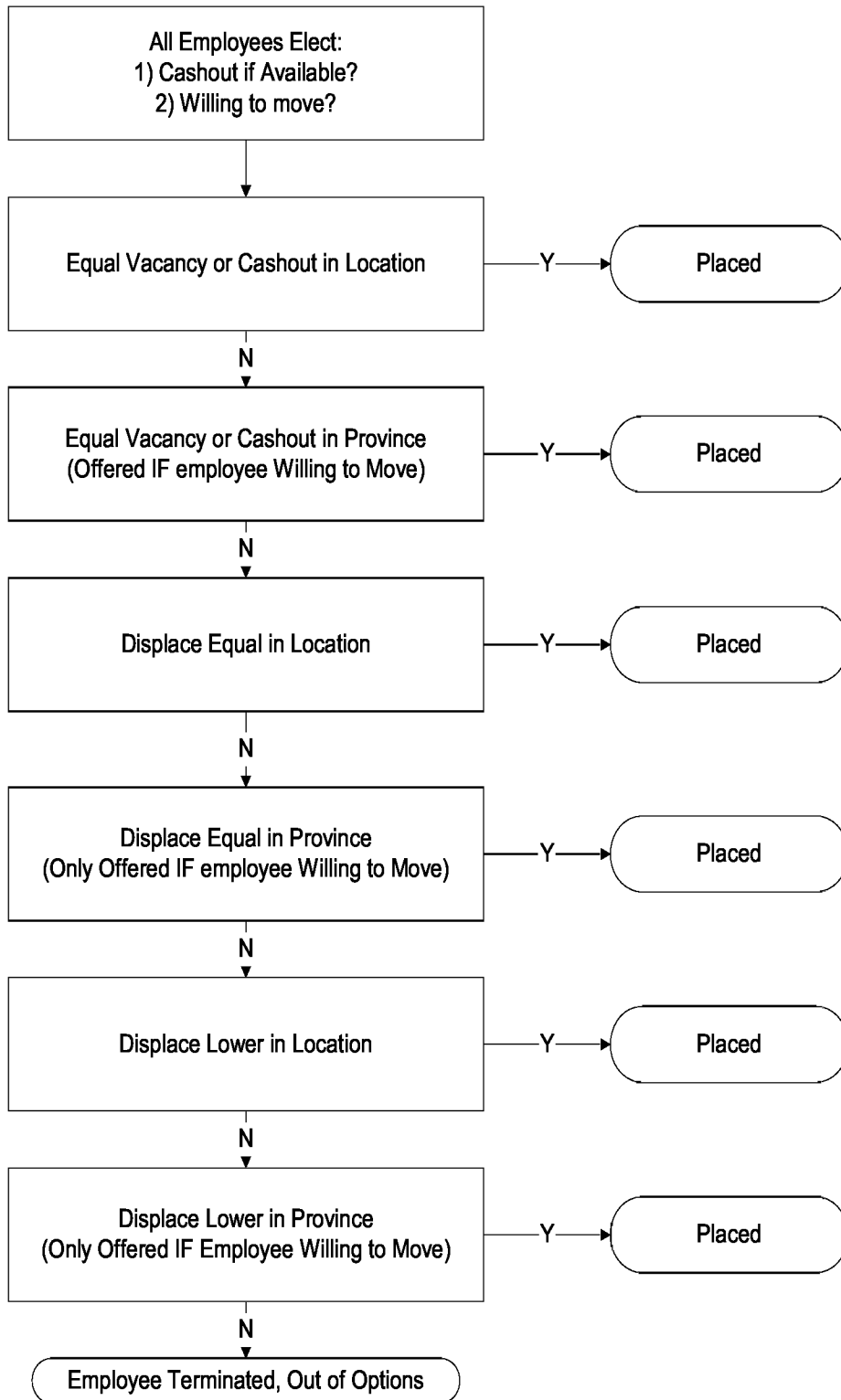
1. At the location an employee must displace the least senior employee in an equal classification. Refusal to accept results in termination of employment. If no position is available, then;
2. Employees who have not elected a willingness to move, or who are not eligible for provincial displacements will 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:
 - 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;
2. An employee who has elected to displace into a lower classification and an employee not placed in the Equal Stream must displace:
 - 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.

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.

Where there is a discrepancy between the chart and the language, the language will be deemed to be correct.

11.12 Displacement and Recall Rights

The following sets out in full, the displacement, recall and severance rights, if any, for Probationary Employees.

11.12.1 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 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.

11.14 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 11.14 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) A) For Employees hired before April 1, 2002, 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
 - B) For Employees hired on or after April 1, 2002 who have elected to voluntarily terminate if given the opportunity, subject to statutory deductions:

- a) 0-3 years of service – 2 months base pay
- b) 4-5 years of service – 3 months base pay
- c) 6-10 years of service – 4 months base pay
- d) 11 years of service and over – 5 months base pay

Plus

4 weeks base pay per year of service (payments for incomplete years of service will be prorated)

The combined total of the above is not to exceed 104 weeks.

- (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 the amount will be:
 - 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)
- (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 11.14(f). Severance, subject to statutory deductions, will be an amount equal to:
 - 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)
- (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 11.14(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.

11.14.1 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.

11.15 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.

11.16 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.

11.16.1 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.

11.17 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 11.14(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.

11.18 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.

11.19 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:

- (i) 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.
- (ii) 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.

11.20 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 the brochure entitled Transportation and Moving Expenses. 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 11 (Appendix A) Locations in Use by Regular Employees Represented by the Power Workers' Union in the New Horizons Bargaining Unit

As of March 31, 2007

Number of Employees

Location: 1 Work Site: 1

TCH Head Office 700 University Avenue Toronto 97

Location: 1 Work Site: 2

KKB KB - Mechanical Test Building 800 Kipling Avenue Toronto 2
 KKD KD - CS And Research 800 Kipling Avenue Toronto 4
 KKR KR - Research And Cs 800 Kipling Avenue Toronto 4
 LV2 Lakeview 1

Location: 2 Work Site: 1

P05 Pickering Administration Bldng Box 160 Montgomery Park Rd. Pickering 3
 P06 ENTC School & Simulator 675 Sandy Beach Rd. Pickering 1
 P14 Pickering Conference Trailers Box 160 Montgomery Park Rd. Pickering 4
 P24 Pickering Project Office Box 160 Montgomery Park Rd. Pickering 4
 P42 Engineering Services II, Box 160, Montgomery Park Road 1
 P55 Eastern Nuclear Services Annandale Bus.Pk. 230 Westney Rd.S. Ajax 1
 P62 PND Training Facility P.O. Box 160 Pickering 1
 P67 1420 Bayly, Unit #6, Pickering L1W 3R3 1
 P68 PiCore, 1315 Pickering Parkway Pickering LIV 2R5 27
P72 777 Brock Road 1
P82 889 Brock Road 2
P81 1910 Clements 0

Location: 2 Work Site: 2

P58 Health & Safety In Whitby 1549 Victoria St. E. Whitby 1
P72 Whitby Warehouse 0

Location: 2 Work Site: 3

D01 Darlington NGS Operations Box 4000 Darlington 1
 D08 Engineering + Support Services 9
BW7 55 Athol Street Oshawa 0
CG2 Wesleyville 2655 Lakeshore Road Port Hope, Ontario 0

Location: 3 Work Site: 1

CN9 Ottawa-St.Lawrence PG/Renfrew 2 Innovation Drive Renfrew 1

Location: 4 Work Site: 1

LE1 Lenox GS/ 1

Location: 5 Work Site: 1

N11 Sir Adam Beck/ 2
 NA1 Nanticoke GS/ 1

Location: 6 Work Site: 1

LB1 Lampton GS/ 1

Location: 7 Work Site: 1

WE1 Thunder Bay GS/ 1

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

- (a) 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.

- (b) Staffing Augmentation Process (SAF)

It is recognized that in many cases Management may feel that the need to augment staff is more than apparent. If Management feels this is the case, they have the opportunity to expedite the full PSA process by presenting the PWU with a completed Staff Augmentation Form under a "fast track" process. The "fast track" process is outlined below:

- The preparation of the Staff Augmentation Form ideally should occur after an internal search for resources has been conducted; (refer to attached- not to be inserted in the Collective Agreement)
- Both Line Management and the PWU Steward must approve the Staff Augmentation form. The Staff Augmentation form as a minimum should provide the following information:

1. Name of originating LOB Manager
2. Location
3. Type of Work
4. Skill/Experience Required
5. Rationale
6. Cost estimate
7. Start date
8. Estimated duration

- If agreement is reached on the submitted form, there will be no need to carry on with the PSA process.
- If agreement cannot be reached the decision will go to a Joint Executive Review team, which includes PWU Sector 2 Vice-President and NHSS Vice-President Human Resources.
- This review will determine whether the Staff Augmentation request
 - is approved as submitted;
 - is approved in an amended form;
 - is withdrawn; or
 - proceed to the next steps of the formal PSA process.

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 New Horizons by OPG and OPT at the point each company is spun off from OPG 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 Chief 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 **TSDC Human Resources**.

- (d) Grievances will be referred to Arbitration and scheduled through joint agreement between TSDC 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, 2004, 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 the brochure entitled Transportation and Moving Expenses. Such moves will be treated as Company-initiated moves.

**ARTICLE 13
EMPLOYMENT SECURITY PLAN⁶**

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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 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.

⁶ 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 office and the Chief Steward.

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 employees⁷.
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.

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/placement opportunity whichever comes first.

If the employee accepts a vacancy/placement opportunity 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.

NOTE

Employees of the construction field forces will not be entitled to the displacement opportunities of Article 11. They will be covered by the displacement provisions of Part 'E', Construction Technical, Item 6.0.

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 and chief stewards for the determination of which employees are surplus within the electoral unit of the chief steward.

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

⁷ Managerial services employees in this context means employees paid from salary schedule 17.

A surplus employee who is required to relocate his residence, shall receive moving expenses in accordance with the provisions of Part 'A', Section 26.0. Such moves will be treated as the Company initiated moves.

ARTICLE 14 EMPLOYMENT SECURITY AND WORK ASSIGNMENT⁸

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.

ARTICLE 15 SUCCESSOR RIGHTS

1. **The Company shall not agree to or take part in any sale as defined in Article 17.1 ("Sale of Business") unless the prospective new employer ("Transferee") agrees to participate in a Joint Transfer Committee with the PWU and the Company. This committee will engage in meaningful discussions regarding the scope of transfer, communications regarding the transfer and in respect of the movement of staff from the Company to the Transferee prior to any transfer taking place.**

2. **In respect of a sale of a business under paragraph 1, the company shall not take any position in any legal proceeding other than to recognize the status, rights and privileges of the PWU and its members as set out in this Article.**

3. 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

⁸ This Article is suspended for the term of this agreement.

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.

- 4. In the case of a Preferred Partnering Arrangement where NHSS work is outsourced to a Third Party (i.e. Project Acorn or a like transaction), the following shall apply:**
 - i. Enhanced Employment Continuity - Following a transfer to the new employer, an employee may not be declared surplus for a period of two (2) years from the date of transfer, unless the employee agrees. In cases where an employee agrees, then Article 11 applies.**
 - ii. The new employer will voluntarily recognize the PWU as the exclusive bargaining agent in respect of the transferred employees.**
 - iii. The new employer will agree to be bound by this Collective Agreement in respect of the transferred employees.**
 - iv. Joint Transfer Committee - The employer and the PWU shall strike a joint transfer committee for each change of employer situation. This committee will engage in meaningful discussions regarding the scope of transfer, communications regarding the transfer and in respect of the movement of staff from NHSS to the new employer.**
 - v. In cases where there are more employees in an affected work group than there are available positions in the new organization, or in situations involving a significant change in job duties and/or responsibilities for incumbents in the new organization, employees will, where feasible, be transferred to the new organization on a Senior Choice/Junior Force basis, subject to operational requirements and providing the employee has the skill and ability to perform the required work.**

ARTICLE 16 DURATION OF THE AGREEMENT

This agreement shall come into effect as of the 1st day of April 2007, 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 SALE OF BUSINESS

1. In this Article, sale 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.

The PWU and the Company will, prior to a new employer commencing operations, ask employees, subject to the sale 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 subject to the sale 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 Teplitzky 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 provides the Union with a listing of the staff positions and numbers to be transferred to the new employer the following will apply:
 - i. New Horizons employees not subject to the sale shall not be entitled to displace any employee subject to the sale.
 - ii. Subject to (iii), an employee who successfully applies for a vacancy in a part of the business to be sold shall thereafter exercise seniority rights within that part of the business and will have no seniority rights enforceable outside that part of the business notwithstanding any other provision of the collective agreement.
 - iii. Employees in that part of the business to be sold may apply for vacancies outside that part of the business 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 part of the business to be sold who is declared overcomplement by the Company prior to the date of closing shall have full rights under Article 11.
- v. An employee in the part of the business to be sold 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.
- vi. If, within eighteen months of the closing, the successful bidder reduces the total complement of employees in the part of the business to be sold which results in the permanent layoff of former New Horizons 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 New Horizons 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

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.

ARTICLE 18

Distributed Delivery Model – Offshoring (outside Canada)

Suspended provisions of Collective Agreement

All suspended articles and letters of the Collective Agreement will remain suspended under the renewed collective agreement.

Distributed Delivery Model – Offshoring

During the 2007 Collective Bargaining negotiations, the parties held extensive discussions regarding the Employer’s Global Distributed Delivery Model strategy which includes the delivery of services to customers through Offshoring such as the Markham Accounting Centre closure and Preferred Partnership arrangements such as the Project Acorn transaction. The Union expressed their deep concern that such initiatives will have adverse impacts upon their members who become surplus to the Company’s requirements. Preferred Partnership arrangements are addressed under paragraph 2 of Article 15 – Successor Rights. This article addresses Offshoring initiatives by the Company.

A) Offshoring Process Criteria

With respect to Offshoring, the Company undertakes not to pursue such initiatives in respect of work in the PWU Bargaining Unit without first demonstrating a sound economic business case in accordance with the criteria set out below. In determining whether the Company has a sound economic business case, the following criteria shall apply:

- i. The Offshoring initiative yields an operating cost saving, in respect of the work being offshored under the initiative, equal to or greater than 20% annually, averaged over a five year period. Operating cost excludes all special one-time costs (e.g. severance, relocation and transfer costs, etc.) associated with that Offshoring initiative; and**
- ii. The Offshoring initiative allows the Company to recoup all special one-time costs (e.g. severance, relocation and transfer costs, etc.) associated with that Offshoring initiative within 5 years.**

NOTE: The evaluation of the criteria under i and ii above shall assume NHSS continuing as a going concern, without regard to other factors that may be outside of the Company's control, such as deal renewals, inflation, and geopolitical variables.

B) Company and Union Discussions

The Company will initially provide the Union with a high level review of the proposed Offshoring initiative. After the Company had developed its business case for the proposed Offshoring initiative and before implementing any Offshoring with respect to PWU Bargaining Unit work, the Company and the Union will engage in meaningful discussions regarding the Offshoring initiative, through a review of the business case in accordance with the criteria set out above. As part of this process, the Company will provide the Union with comprehensive information setting out the Company's business case. The Union will have 30 days to review the Company's business case and to advise the Company whether it accepts the business case as sound.

If the Union agrees that the business case is sound in that it meets the above criteria the Offshoring initiative proceeds and the provisions set out in Appendix A would apply to employees declared surplus as a result of the Offshoring. Article 11 and any other relevant provisions of the Collective Agreement will apply to any surplus employees not accepting the voluntary programs under Appendix A.

If the Union does not agree that the business case is sound in that it fails to meet the above criteria, the Union and the Company will discuss the Union's concerns. Following these discussions, the Company may i) abandon the Offshoring initiative, ii) modify the Offshoring initiative and recommence the process under this article or iii) advise the Union that it intends to proceed with the Offshoring initiative. If the Employer advises the Union of its intent to proceed with the Offshoring initiative, the Union may refer the issue to an Evaluation as described below.

C) The Evaluation Process

If the Union does not agree that a sound economic business case exists for the Offshoring initiative, the issue shall be referred for resolution to a major accounting firm (“the Evaluator”) agreed to by the parties, or appointed by Arbitrator Herman if the parties cannot agree. The parties will submit written business briefs to the Evaluator who will determine the question solely in accordance with the above criteria. The Evaluation process from the appointment of the Evaluator to the release of the Evaluator’s decision must be completed in 60 days, unless the parties otherwise agree. The costs of the Evaluator will be equally shared by the parties. The purpose of the Evaluation shall be to determine whether the business case is sound in accordance with the criteria set out above.

If the Evaluator determines that the business case for the Offshoring initiative is sound in accordance with the criteria set out above, the Offshoring initiative proceeds, subject to the Union’s right to grieve in accordance with the Article as set out below.

If the Evaluator determines that the business case for the Offshoring Initiative is not sound, the Offshoring initiative shall not proceed. The Employer may then abandon the Offshoring initiative or modify the Offshoring initiative and recommence the process under this article.

D) The Arbitration Process

The Union may file a grievance alleging that the Employer provided information to the Evaluator which was false or inaccurate in one or more material respects. Such a grievance must be filed not later than 20 days after the release of the Evaluator’s decision. In respect of such a grievance, Arbitrator Herman will determine whether the Employer in fact provided information which was false or inaccurate in one or more material respects.

If Arbitrator Herman determines that the Employer has not provided false or inaccurate information, the Offshoring initiative may proceed without further challenge by the Union.

If Arbitrator Herman determines that information provided was false or inaccurate, the Offshoring initiative shall not proceed and in the event that the Employer subsequently decides to pursue the same Offshoring initiative during the term of the Collective Agreement, the process in Article 12 of the Collective Agreement, rather than the process set out in this Article, shall be followed.

If Arbitrator Herman advises that he cannot render a decision within 30 days of the filing of the grievance unless the parties agree otherwise, the matter will be referred to Arbitrator Laura Trachuk, then Arbitrator Susan Stewart on the same basis.

For purposes of this Article, information is false or inaccurate in a “material” respect if it causes the Offshoring initiative to erroneously meet the above criteria, which it would otherwise not meet.

The Union agrees that any Offshoring initiative it has agreed to or which an Evaluator has approved, may only be challenged on the basis described in this Article and may not be challenged or grieved under any other provision of the Collective Agreement.

ARTICLE 18 - APPENDIX A

New Horizons Systems Solutions LP (“NHSS”)

And

Power Workers’ Union (PWU)

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

Voluntary Termination of Employment Program (VTEP)

And

Voluntary Employee Retirement Program (VERP)

This agreement has been developed and entered into by the parties to alleviate the impact of potential staff reductions within NHSS arising from Offshoring. The parties agree that the terms and conditions of this agreement are established without precedent or prejudice to either parties’ position with respect to Article 11 or its operation or any other provision of the Collective Agreement.

In this agreement:

“exit date” means the date specified in the VTEP and VERP offers as the employee’s last day of work (or as determined by the Company);

“pension milestone” means the date the employee is able to retire with either a discounted or undiscounted pension in accordance with the applicable provisions of the NHSS PWU pension plan.

“retirement date” means the date that the employee reaches a pension milestone

A. Voluntary Termination of Employment Program (VTEP) for Employees Directly Affected by Offshoring

The VTEP is comprised of the following elements and is applicable to regular PWU employees directly affected by Offshoring and who elect to separate and sever their relationship with the Company effective on their exit date arising from the Offshoring.

- 1. Twenty-six (26) weeks pay at current base wage for all employees directly impacted by the Offshoring, with the following exception: 13 weeks for employees hired within 30 months of their exit date, plus;**
- 2. Five (5) weeks pay at current base wage for each year of service or part thereof for employees with 5 years of service or less as of the exit date, or;**

- 3. Six (6) weeks pay at current base wage for each year of service or part thereof for employees with more than 5 years of service as of the exit date up to a grand total maximum of 104 weeks pay, plus;**
- 4. Only employees who reach the 104 week pay maximum shall be eligible to receive 50% payout for any Sick Days (at the 100% level) they may be entitled to receive in accordance with this article as of their exit date, plus;**
- 5. Prorated share of the Incentive Plan payout in the year of their exit date, if any, to be paid in the 1st quarter of the following year, plus;**
- 6. Continuation of benefits for a period of 6 months in accordance with Article 11.14.1 of the Collective Agreement (excluding sick leave, long term disability and vacation pay accrual), plus;**
- 7. Earned vacation and floater days will be paid out on a prorated basis as of the exit date, plus;**
- 8. Employees shall be eligible for outplacement and retraining assistance in accordance with Article 11.14.1 of the Collective Agreement.**
- 9. An employee receiving a lump sum payment may direct all or a portion of their payment into a RRSP, up to the amount permitted by law. The employee shall provide NHSS with the necessary forms directing payment to their RRSP. The employee may carry over up to 50% of the lump sum payment to January 15th of the year following the exit date.**

B. Voluntary Employee Retirement Program (VERP) for Employees Directly Affected by Offshoring Who Reach a Pension Milestone Within Four (4) Years of Their Exit Date

Applicable to regular PWU NHSS employees directly affected by Offshoring and who reach a pension milestone within a maximum of four (4) years of their exit date.

- 1. As in the VTEP section above, only employees who reach the 104 week severance pay maximum shall be eligible to receive a 50% payout of any Sick Days (at the 100% level) they may be entitled to receive in accordance with this article as of their exit date.**
- 2. Employees in this category may elect to take their total severance entitlement (and the 50% payout for any Sick Days at the 100% level they may be entitled to receive in accordance with this article) as a non-working retirement bridge in the form of salary continuation (whether reduced or unreduced) until their retirement date up to a maximum of 4 years from their exit date. Employees who will qualify for both a discounted and a undiscounted pension during this four (4) year period may elect to wait for the undiscounted pension.**

3. **Employees who are 4 years or less away from their retirement date as of their exit date may elect to receive their severance and any sick day pay they may be entitled to receive in accordance with this article as salary continuation at not less than 50% of their regular base salary for the period, not to exceed four (4) years, to their retirement date.**
4. **Subject to and conditional upon the regulator's approval of any and all amendments required to implement this paragraph, the following is agreed. Employees referenced in Paragraph 3 above will also be permitted to contribute to the NHSS pension plan for the salary continuation period in accordance with the formula set out below. For employees who elect to continue to make such pension contributions, the employer will make the applicable employer contributions. Provided the pension plan is amended to permit pension contributions in respect of such "earnings" during the retirement bridge, the formulae below shall be used to determine the employee pension contributions during the retirement bridge period:**

a = weeks of severance pay

b = weeks to retirement date

"bridge factor" = a/b

P = normal weekly base pay on exit date

Weekly pay during retirement bridge (W)

= bridge factor x P

To determine additional employee pension contributions will be made at 7.5% on the difference between the employee's normal weekly base pay on exit date (P) and the employee's weekly pay during retirement bridge (W). Both of these amounts (P and W) will be adjusted annually in accordance with the annual salary increase in the Collective Agreement.

Total pensionable earnings during the retirement bridge period will be equal to P, adjusted to reflect annual increases.

5. **An employee who is less than 104 weeks away from their retirement date may elect to take their severance and any Sick Day pay they may be entitled to as a combination of a lump sum payment and salary continuation for the entire time period between the exit date and their retirement date provided that the amount paid as salary continuation does not exceed that employee's regular base salary. Employees who elect to receive part of their severance as a lump sum will only be permitted to make pension contributions in accordance with Paragraph 3 above on that portion of their severance pay which they receive as salary continuance prior to their retirement date.**
6. **Benefits, other than sick leave, long term disability and vacation accrual, shall continue throughout the period of the salary continuation.**
7. **Employees receiving salary continuation as part of the non-working retirement bridge shall be eligible for any regularly negotiated general wage increases that may occur prior to their retirement date.**

- 8. Employees who accept the VERP offer shall not be entitled to participate in any implementation of Article 10, any future implementation of Article 11 or other similar program under the Collective Agreement.**
- 9. Eligible employees shall be provided with a detailed pension calculation. The VERP offer shall specify a date for acceptance of the offer, which shall be at least four weeks after the date that employee receives their pension calculation. Employees must make an irrevocable election to accept or reject the VERP offer by the acceptance date.**
- 10. An employee receiving a lump sum payment may direct all or a portion of their payment into a RRSP, up to the amount permitted by law. The employee shall provide NHSS with the necessary forms directing payment to their RRSP. The employee may carry over up to 50% of the lump sum payment to January 15th of the year following the exit date.**
- 11. Prorated share of the Incentive Plan in the closure year, if any, shall be paid out in the 1st quarter of the following year.**
- 12. During the non-working bridge employees shall be eligible for health and dental benefits and group life insurance. For clarity, these benefits shall be maintained only until the employee's retirement date. An employee on the non-working bridge benefit shall not be eligible for sick leave or LTD benefits, vacation accruals, accruals under incentive plans or any other leaves of absence or benefits not expressly described above. Upon retirement, the employee shall be eligible for the standard retiree's benefit package in accordance with the collective agreement.**
- 13. Employees in receipt of bridge benefits shall be obligated to sign and abide by a non-competition agreement for the period in which they are in receipt of the bridge benefits (see Appendix A).**
- 14. Employees who elect this option must retire on the first day of the month immediately following their attainment of their retirement date.**

In order to be eligible for either VTEP or VERP employees must be on the Company's roll on the exit date. This includes employees on LTD, legislative leave or other leaves approved by the Company. Employees shall be offered the VTEP and VERP packages in seniority order and the total number of packages shall not exceed the total number of PWU positions directly impacted by the Offshoring.

A joint team of Management and PWU elected representatives shall be formed to oversee any issues or disputes arising from the application of this agreement.

Appendix B

NON-SOLICIT

During any non-working bridge period under the Agreement between NHSS and The Power Workers' Union, I will not directly or indirectly, on behalf of myself or any other person or entity:

- i) solicit any client or potential client of NHSS which was served or solicited by me on behalf of NHSS;**
- ii) accept business from any client or any entity likely to become a client of Inergi LP, NHSS, or Capgemini.**

NON-COMPETE

During my non-working bridge period under the Agreement between NHSS and The Power Workers' Union, I will not, directly or indirectly:

- i) provide any services to, or be employed by, any existing client of NHSS or any person or entity which is engaged in a business which is in competition with NHSS anywhere within the Province of Ontario;**
- ii) have an interest in any entity, including a sole proprietorship, company, partnership or association which provides a service similar to those provided by NHSS provided that nothing in the foregoing prevents me from holding less than a 10% interest in a publicly-traded company.**

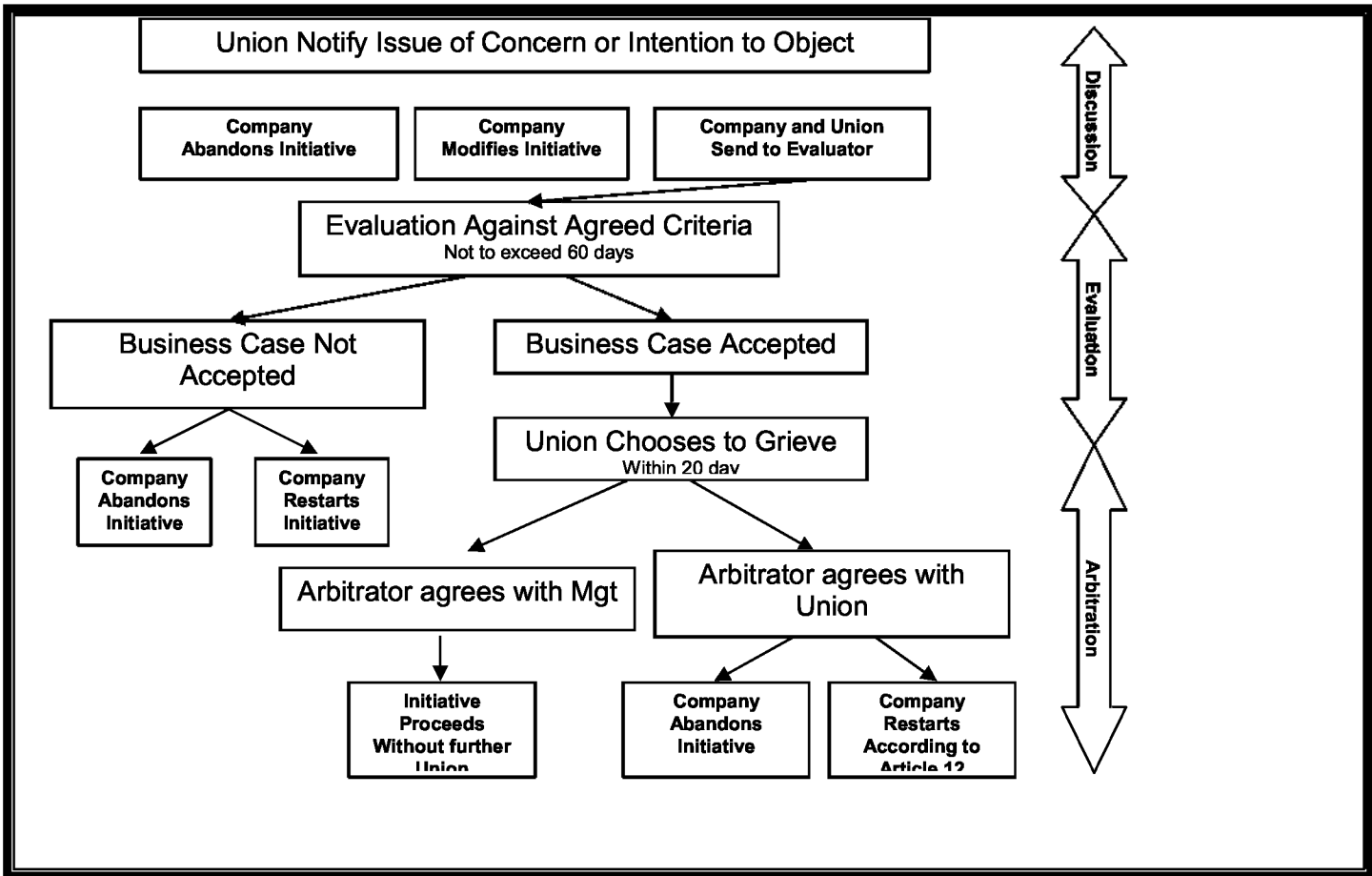
CONFIRMATION

I acknowledge that all restrictions in this section are reasonable and valid and that I,


- a) have had sufficient time to review this agreement thoroughly and have had the opportunity to discuss it with my union representative;**
- b) understand this agreement.**

SEVERABILITY

If any provision of this agreement should be found to be void or unenforceable in whole or in part, it will not affect or impair the validity of any other provision of this agreement, and each provision of this agreement, or part thereof, constitutes a separate and distinct covenant separable from each and every other provision.

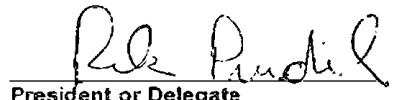


Signed
New Horizon System Solutions



Senior Director, Human Resources

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



President or Delegate

Witness as to signatures above written on this paper:



Bargaining Committee Member



Bargaining Committee Member



Bargaining Committee Member



Bargaining Committee Member

Bargaining Committee Member

Bargaining Committee Member

Bargaining Committee Member

Bargaining Committee Member

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

PART A

GENERAL ITEMS

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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 Management Group 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 chief 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 Article 10 Vacancies. 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.

1.4 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 24 months of accumulated service, **unless the Union agrees to a longer period of 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 continuous⁹ calendar months. This assessment is subject to the grievance procedure.

⁹ 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.

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 Chief 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.

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 **hired after April 1, 2007**, must serve a minimum of **six** 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. Subject to the provisions of this clause, and Article 12, and/or the Letter of Understanding Re: Employment Security, Significant Event Clause, Blanket PSA, and Joint Working Team, whichever is operable, ongoing work within the Union's jurisdiction will be performed by PWU represented full time regular employees.

Where it can be foreseen that full-time work at a location within the PWU's jurisdiction will be ongoing for more than a twenty-four (24) month period or full-time work at a location has been ongoing for a twenty-four (24) month period, the full-time position will be posted and filled as a regular position in accordance with Article 10. Gaps of two months or less in continuity of the full-time work will not limit the employer's obligation to post and fill said position.

The Employer shall meet quarterly with the Union to provide detailed information on all upcoming work as far in advance of the work as possible.

No later than eighteen (18) months after the commencement of work by a temporary employee, or a combination of temporary employees performing work in the same classification at a location, the Employer shall notify the Union of its intention to (a) post and fill full time regular position(s) in the

appropriate classification or (b) lay off the temporary employee within the next six (6) months or (c) **request the Union's agreement to extend the temporary employee's period of employment to a set term greater than 24 months.**

Should the Employer select option (b) above, no temporary employee will be hired to perform work in that classification at that location for the next six (6) months. Upon agreement of the Union this period may be reduced on a case by case basis.

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 on the appropriate wage schedule.

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.)

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.

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 Health Management Group.

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 Plan which are covered in the New Horizons Pension 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 shall have their service credit restored as per Article 10.4.

Former regular employees who are rehired for temporary full-time or temporary part-time assignments will not be granted regular status upon rehire.

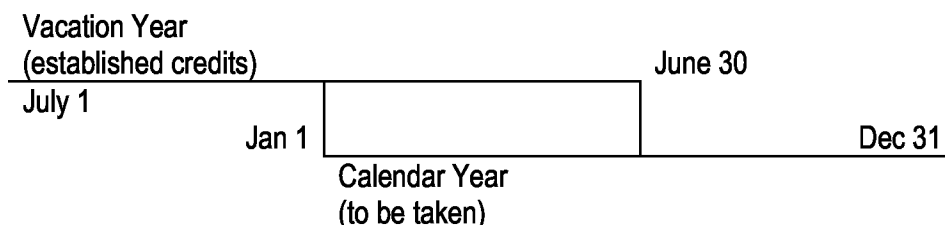
6.0 VACATIONS

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.

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 and beyond - 10 days' base pay

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.

Effective January 1, 2005 employees may elect to receive their vacation bonus as paid time off. Such an election must be made known to the employee's supervisor prior to January 31 of each year. These vacation bonus days may be taken, subject to supervisors' approval, in the calendar year in which the bonus would have been paid out.

6.3.1 BANKED VACATION

When eligible for five (5) weeks vacation employees will have the option of banking up to two (2) weeks per year of vacation time to a maximum of thirty (30) weeks to be taken at a later date, subject to supervisor's approval, or taken as a cash payout upon retirement.

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 **two** week's vacation to the following year (to be taken by **May 31** of that following year). Request for carry-over must be made prior to September 1.
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 **two** week's vacation may be made to the respective director, or official of equivalent rank, but the vacation must be completed by **May 31** of the next year.

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 Health Management Group. 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 Management Group. 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 Management Group. All cases of requests for such consideration should be referred to the Health Management Group 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.

6.7 Retirement Bank

An employee may defer vacation equivalent to the banked time earned in Part A Item 10.4 into the Retirement Bank to a maximum of their annual vacation entitlement but at no time greater than 120 hours annually.

The deferred vacation in the Retirement Bank may only be withdrawn by the employee:

- a) in time to become eligible for an undiscounted pension
- b) in cash at the date the employee has become eligible for an undiscounted pension
- c) a combination of a) and b)

When the employee takes deferred vacation from their Retirement Bank in the form of time off, they will receive their base pay and will accrue pensionable service in accordance with the terms and conditions of the NHSS Pension Plan document. Once these deferred vacation weeks are taken the employee must retire.

If an employee retires or terminates with time in the Retirement Bank such time will be paid out.

The Retirement Bank may not exceed 52 weeks (at regular scheduled hours).

7.0 STATUTORY HOLIDAYS

7.1(a) 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 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 employees who are serving or have served in the Canadian Armed Forces including those who are currently active in the reserve component.**

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 their base rate 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.

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 Bereavement Leave

A regular employee may be released from duty for a period up to five (5) 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, grandparents, grandparents-in-law and grandchildren, step-mother, step-father, step-brother, step-sister, step-son, or step-daughter.

A regular employee may be released from duty for a period of up to one (1) working day without reducing base earnings in the event of the death of an aunt, uncle, **niece or nephew**.

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 **Component** of the Canadian Armed Forces and can be **released** from work may be granted leave of absence in order to attend annual training **or a forced call out**.

For the period of time the employee attends 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 or the Finance Department 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 ten (10) 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, by taking time off without pay, or by using his/her banked time. The time taken shall be worked back on an hour for hour basis

10.4 Banked Time in Lieu of Overtime

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.

The employee can bank up to their normal weekly hours of work and can only renew the hours or portion thereof after it has been taken as time off or paid out.

The accrued lieu time will be taken at a time which is mutually agreeable to both parties.

Banked time cannot be taken when overtime is required to cover the shift that the individual is requesting off.

Any banked time not scheduled off as of December 31st of each year will be paid out, however, employees are encouraged to take the time before December 31st.

10.5 Sabbatical

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

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

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 chief 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 Management Group 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 Health Management Group.
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 three weeks base salary.
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 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 18 weeks.

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 39 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.

PWU represented employees who take less than half a day for medical appointments shall not have such time charged against sick leave and shall be treated the same as Society represented employees in this respect for pay purposes.

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**.

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. **Notwithstanding any provision of this Collective Agreement, upon attaining age 65, employees shall not be entitled to participate in the Long Term Disability (LTD) plan or to any benefits or coverage under that plan.**

All employees who are in receipt of LTD benefits will be eligible to participate in the Rehabilitation and Re-employment Program 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 for 40-hour per week employees. No vacation entitlement, floating holidays, or banked time for 40-hour per week employees 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 Health Management Group 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 at **100% of the increase in the Consumer Price Index (CPI) up to a maximum of 3% per year.**
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 income tax 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 and are on continuous sick leave, 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 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**.

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.

PWU represented employees who take less than half a day for medical appointments shall not have such time charged against sick leave and shall be treated the same as Society represented employees in this respect for pay purposes.

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. **Notwithstanding any provision of this Collective Agreement, upon attaining age 65, employees shall not be entitled to participate in the Long Term Disability (LTD) plan or to any benefits or coverage under that plan.**

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 statutory holidays, and banked time for 40-hour per week employees. No vacation entitlement, floating holidays, or banked time for 40-hour per week employees 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 **at 100% of the increase in the Consumer Price Index (CPI) up to a maximum of 3% per year.**
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 income tax 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 New Horizon System Solutions Inc."
4. Group Dental Insurance Plan - Coverage details are contained in the current brochure entitled "Supplemental Group Dental Benefits for New Horizon System Solutions Inc."

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.

Probationary employees hired after April 1, 2007 shall not be entitled to any benefit eligibility or coverage.

13.3 Health Care Spending Account

Regular employees and retirees may elect in writing to forgo the health and dental insurance coverage in exchange for either:

- a) an annual lump sum payment of \$2500.00 for single coverage (or \$3500.00 for family coverage), less required deductions, to be paid one month following receipt of the employee's written election and on each anniversary thereof.**

OR

- b) an annual lump sum payment of \$2500.00 for single coverage (or \$3500.00 for family coverage) to a health spending account to be administered by Great West Life (or successor) in accordance with CRA regulations, to be paid one month following receipt of the employee's written election and on each anniversary thereof.**

The employee's election under this article may be revoked on one year notice. Upon receipt of such notice, no further payments under this article shall be made. Benefit coverage will be reinstated upon the completion of the one year notice period.

14.0 PENSION AND INSURANCE

14.1 Pension and Insurance Plan

14.1.1 The present Pension and Insurance Plan of New Horizon System Solutions 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. New Horizon 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, New Horizon 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 New Horizon, amongst others, New Horizon 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.).**

- 4. The company will provide the Union with a Pension solvency valuation annually for the term of the collective agreement.**

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

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%. After March 31, 2004, if the employer resumes contributions and the assets of the plan fall below 106% of the liabilities upon a solvency valuation the plan will be amended to allow for the employee's contribution to increase by .5% if, subsequently, the employer ceases to make contributions then the employee's contribution will be reduced by .5%.

Effective April 1, 2002, all new employees will commence membership in the NHSS Pension Plan on their first regular day of employment.

Effective April 1, 2004, an employee will be allowed to retire on any day of the month.

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 New Horizon

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 New Horizon.

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 New Horizon

Providing the reciprocal employers agree, the pension credits may be transferred to and from the reciprocal employer and New Horizon if the affected employees have fully vested their pension credits with the former employer and were hired by New Horizon/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.

14.2.10 Continued Contributions

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

14.2.11 Defined Contribution Pension Plan

An optional defined contribution plan will be available for all new regular employees hired after June 1, 2004. Employer contributions will be based on the following schedule:

First 4 years of service will be at 6% of base pay;
Next 4 years of service will be at 7% of base pay;
Next 4 years of service will be at 8% of base pay;
All subsequent years of service will be at 9% of base pay

Employee contributions will be 4-1/2% of base pay. Employer contribution will be vested in accordance with the Defined Benefit Plan.

During the first year of implementation, existing regular employees will have a one time, irreversible choice to transfer to the Defined Contribution Plan, with subsequent contribution levels as outlined above.

The company will offer, through the Plan Administrator, education sessions to ensure employees make an informed decision. The Union maintains the right to send a representative(s) to attend such sessions.

- In the 12th (twelfth) year of service an employee will have a one time option of transferring from the DC Plan to the DB Plan.
- They will also have the option of transferring the accumulated contributions from the DC Plan to the DB Plan.
- Such transfer will be made in accordance with accepted actuarial standards and practices. This may result in pensionable service which is greater than or less than eligibility service.

Post Retirement Benefit Package

The post retirement Health and Dental Insurance package for DC Plan will be identical to the DB Plan.

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.

14.3.4 Additional Life Insurance

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

14.3.5 Life Insurance for Children

The Employer will implement options to purchase life insurance for dependent children of eligible employees at no cost to the Employer. Medical information will be required to determine eligibility.

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 Health Management Group, 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 Health Management Group 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 Health Management Group.

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. After 12 months of accumulated service an employee is eligible to one working day vacation for each full month of service to a maximum of ten (10) days.

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.

- 16.2.6 (a) Any temporary employee who achieves twelve (12) months or greater accumulated service will be entitled to a fifteen percent (15%) per month payment in lieu of pension and health benefits and an additional lump sum payment equal to 10% per month for their first twelve (12) months of employment.

- 16.2.6 (b) **Temporary employees hired after April 1, 2007 shall not be entitled to any benefit coverage, or payment in lieu of coverage, for the first six months of their employment. Payment in lieu of benefits for temporary employees hired after April 1, 2007 shall be reduced to 10% of their base pay for their second year of employment and 5% of their base pay paid retroactively for months 7 – 12 of their first year of employment, providing they continue to be employed after completing their first year of employment.**

16.2.7 A temporary employee who achieves twelve (12) months or greater accumulated service will be entitled to one (1) days bereavement leave and be released from duty without reducing base earnings in the event of the death of a family member as described in Part A, Item 10.1.2

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.

When the employment of a temporary employee is terminated for other than cause, he/she is entitled to one (1) week's notice in writing if his/her period of employment is more than three (3) months **and two weeks notice in writing if his/her period of employment is twelve months or more.** In the event of layoff, any temporary employee who has twelve (12) months or greater accumulated service will be entitled to severance pay of one (1) day's pay for each month of service for the full term of employment.

Once an employee achieves regular status, they will be given the option of buying back the time that is deemed to be probationary for pension purposes.

16.4 Family Care

A temporary employee who has less than one (1) year accumulated service is entitled to take up to three (3) days per calendar year for the purpose of providing family care to an immediate family member. A temporary employee who has accumulated one (1) year or more will be entitled to four (4) days. The employee must pay this time back at a time mutually agreed to by his/her supervisor within one (1) month of taking the absence. Should the temporary employee be unable to pay back time taken, the appropriate amount will be deducted from their final pay.

18.0 PAYMENT FOR TEMPORARY INSTRUCTION

18.1 Daily Allowance

An allowance of \$30.00 per day or part of a day will be paid to an employee withdrawn from his/her normal duties for up to a maximum of sixty consecutive working days, to prepare for and/or deliver classroom instruction or group demonstration.

Instructors assigned beyond sixty consecutive working days will be compensated at the regular Training Technician rate (in each of the disciplines identified by the parties, the rate of the Training Technician shall be determined by adding 10% to the rate of the position to which the discipline is tied) less 5%.

Temporary Instructor requirements anticipated to exceed five months in duration but not greater than eighteen months shall be posted as Temporary Instructor vacancies (as per Part "A", Item 17.4). Compensation will be the regular Training Technician rate (in each of the disciplines identified by the parties, the rate of the Training Technician shall be determined by adding 10% to the rate of the position to which the discipline is tied).

These training delivery opportunities will be distributed as equitably as possible based on the skills necessary to carry out the training.

Employees so appointed who are required to give instruction outside of normal working hours shall be paid for this time at the appropriate premium rate in addition to the allowance/rate.

This allowance would not apply to:

- preparing and/or presenting a segment of his/her routine safety meeting
- on the job training given by an employee
- those employees whose normal duties include instruction
- any supervisor who is not removed from his/her normal duties and who receives greater than 5 percent more than those he/she supervises
- normal journeyman to apprentice relationships
- the evaluation of performance on a specific training project as in the Electrical Maintenance Training Program.

This allowance does not apply to:

- on the job training given by an employee
- employees whose normal duties include instruction.

19.0 HEADQUARTERS

19.1 General

Two classes of headquarters are established by the Company: work headquarters and residence headquarters.

19.2 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.

19.3 Establishment of Headquarters

19.3.1 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 premium¹⁰ rates for work performed from the temporary work headquarters until the notice period has expired. This provision does not apply to travelling crews.

19.3.2 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.

19.4 Change of Headquarters Upon Transfer

19.4.1 Advice of Headquarters

An employee shall be advised, when employed or transferred, of the location of his/her residence and work headquarters.

19.4.2 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.

19.4.3 Duration of Stay in New Residence Headquarters

¹⁰ Time and one-half for four hours, double time for next four hours.

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.

20.0 TRAVEL TIME

An Employee shall not receive any travel time payment for travel during the employee's normal working hours.

20.1 Travelling Time Outside Normal Working Hours

When a supervisor directs an employee to travel between one work centre and another work centre, **outside of their normal working hours**, 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.
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 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. **Travel time (including return trips), outside of normal working hours associated with, selection interviews, attendance at training courses, or attendance at conventions (except where it is part of the employee's normal function) will be compensated at straight time up to a maximum of a normal day's basic pay for each day involved.**
5. **Actual time spent traveling on the first trip when a temporary work headquarters is assigned and the last trip when he/she returns to his/her regular headquarters will be compensated at straight time.**
6. **Employees are 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 regular work headquarters excluding traveling time covered under Section 20.1, item #5 above.**

20.2 Notwithstanding Article 20.1, no compensation for traveling time outside the normal working hours shall be made in the following circumstances:

- (a) 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.

(b) On periodic return to residence headquarters resulting from a permanent transfer, as outlined in Section 26.0.

(c) 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 workload permits.

21.0 COMPENSATION FOR TRAVELLING EXPENSE

Employees required to work at a temporary work headquarters who use their own personal vehicles to travel to the temporary work headquarters will be paid a travel expense equivalent to the return road kilometres between the temporary work headquarters and the regular work headquarters subject to the conditions and limitations below:

- 1. Employees who travel 10 kilometres or less in one day between a temporary work headquarters and the regular work headquarters do not qualify for benefits under this provision.**
- 2. At the company's discretion, 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 employees travelling 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.**
- 7. No travel expense shall be paid where the employee's assignment at a temporary location is the result of the employee applying for and being awarded a rotational opportunity after April 1, 2007.**

21.01 In all cases where an employee is required to travel to a location that is located closer to his/her home than the employees regular work headquarters, the Chief Steward may waive the travel provisions of this item.

22.0 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.

24.0 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 44 cents per kilometre will take effect on October 1, 2003.
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.

25.0 TRANSPORTATION AND MOVING EXPENSES

Entitlement to transportation and moving expenses shall be as set out in the employee brochure entitled "Transportation and Moving Expenses" which forms part of this collective agreement.

26.0 RETURN TO RESIDENCE HEADQUARTERS

- 26.01 In all cases where an employee is required to travel to a location that is located closer to his/her home than the employees regular work headquarters, the Chief Steward may waive the travel provisions of this item.

26.1 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.

26.2 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.

26.3 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 26.5.2 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.

26.4 Deleted

26.5 Qualifications to Above Policy

The return trips mentioned in Section 26.1, will be granted subject to the following conditions:

26.5.1 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.

26.5.2 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.

26.5.3 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.

26.5.4 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.

26.6 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.

27.0 BOARD AND LODGING

27.1 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 20.0.

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.

27.2 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.

27.3 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 27.4.

27.4 Change of Headquarters

27.4.1 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 the brochure entitled Transportation and Moving Expenses.

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.

27.4.2 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.

27.4.3 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.

28.0 JOINT COMMITTEES

28.1 Joint Pension and Insurance Committee

Note:

Nomenclature and participation on this Committee are subject to change pending the implementation of amendments to the New Horizon System 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:
 - 2 PWU members, one being the VP, PWU
 - 2 NHSS management members

Each party will have the right to have a reasonable number of resource personnel attend the meeting.

The chair will rotate between New Horizon System 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 New Horizon System 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 New Horizon System Solutions administration of the Pension Plan as established under the Power Corporation 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 New Horizon System Solutions approved annual financial statements and investment performance.
- (e) Review the New Horizon System 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. The Company will adopt any such recommendations with respect to the notational account specifically described in the April 1, 1990 to March 31, 1992 Memorandum of Agreement, Appendix 'G'.

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.

28.2 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.

28.2.1 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.

28.2.2 Joint Health and Safety Working Committee

1. Goal

- (a) Provide recommendations to assist the Human Resources Department in the development, implementation and evaluation of corporate employee health and safety policy and programs.

2. Personnel

- (a) Manager, Compensation and Benefits, Programming Department, Human Resources Department 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.

28.2.5 Joint Employment Equity/Diversity, Employee and Family Assistance Committee

1. Goal: To provide a joint forum for work on Employment Equity, Human Rights, Diversity and Employee and Family Assistance. Develop policies, implementation and evaluation of all programs.
2. Personnel:
 - a. Chair: The chair shall rotate on a yearly basis between the Company, a PWU representative and a Society representative.
 - b. Members:
 - i. One representative from the Company
 - ii. One representative from the PWU
 - iii. One representative from the Society
 - c. Secretary: The secretary shall be supplied by the Company
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. Participate in the identification of problems and

issues of significance. Develop, promote and implement policies and practices dealing with Employment Equity, Diversity, Human Rights and Employee Family Assistance.

4. Management is responsible for time and expenses. Except for union staff time associated with this committee.
5. On an ongoing basis, study, develop and make recommendations for change to the company.
6. The committee will normally attempt to resolve issues of mutual interest before seeking intervention by the Senior Joint Union/Management Committee.

28.3 Joint Working Teams

The Company recognizes the importance of enhancing and maintaining the skill level of staff. The Company is committed to a business strategy of delivering services using internal resources, using external resources only as needed to supplement the capabilities to respond to business opportunities. In recognition of this, the parties agree to the formation of a Joint Working Team (JWT) which will be responsible for the development of initiatives regarding staffing; succession planning; individual development and training and external resources. The parties will share all necessary information in order to allow the parties to make informed decisions with regard to staffing. On a regular basis, and at a minimum quarterly, the Joint Working Team will meet to:

- review forecasted demand
- review staff assignments
- review current capabilities and determine training needs with respect to on-going business requirements (refer to Part A – Item 42 new)
- review any evolution in the staffing levels
- monitor progress on the implementation of the staffing plan; and identify additional measures, if any, required to meet the updated staffing objectives
- review external resource requirements
- review any issues and experiences with Part A, Item 43.0 Work Assignments

The Joint Working Team will be comprised of four (4) members, two each from management and the union. A Line of Business VP/Director and the VP Human Resources will represent management. The Chief Steward and the PWU Sector 2 Vice President or their delegates will represent the union.

Where appropriate, the Joint Working Team may establish Local JWTs to support it in carrying out its responsibilities, dealing with operational issues at a Line of Business Level, and assisting in the communication and education of all parties involved in its activities.

29.0 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.

30.0 DISTRIBUTION OF AGREEMENT AND WAGE SCHEDULES

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.

31.0 JOINT WEEKLY-SALARIED JOB SURVEY MANUAL

This manual is a supplement of the Collective Agreement and its provisions shall apply as if set forth in full herein or as amended by the parties in accord with the terms of reference as agreed to by the parties in Mid-Term Agreement.

32.0 TIME CHARGES - UNION ACTIVITIES

32.1 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.

32.2 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.

33.0 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.

34.0 PERSONAL TOOLS

34.1 General

Employees in trade categories and designated weekly-salaried categories will provide at their own expense, the ordinary hand tools of the trade. These tools are listed in the appropriate occupational definition/job document and must be of at least industrial quality, which permits employees to perform their work safely, efficiently and to the standard ordinarily demanded in any given trade. (Owing to the marked differences in the nature of work performed by employees who are classified in the same trade category, it is unreasonable to expect a tradesperson to possess or have on the job, every tool listed for his/her trade. Learners and Improvers must acquire any of the tools listed as and when his/her work demands their use. Employees are encouraged to buy tools which carry a lifetime guarantee.) Tools which are required for equipment of special types, which are peculiar to certain locations as well as tools that fall in the class of shop equipment, will be supplied and maintained by the Company. These, and similar types of tools, have been purposely omitted from the lists.

34.2 Tool Replacement/Upgrading

Each employee, as described in 36.1, will be allowed 8% of the personal tool list retail price calculation per calendar year for tool replacement or upgrading based on his own tool list as defined in the Occupational Definition. A minimum allowance of \$50.00 per year for each employee in each classification is available. For those entitled to the minimum allowance of \$50.00, the unused portion for one year may be carried forward to the following year to a maximum of \$50.00.

To qualify for any reimbursement receipts must be accumulated and submitted for amounts in excess of \$50.00. For amounts of less than \$50.00 these receipts should be submitted at the end of the year.

34.3 Loss by Fire or Theft

Personal tools which are stolen, are destroyed or damaged by fire to an extent which renders them unusable, will be replaced by the Company. These losses must be incurred in the exercise of Company business and on Company property, except where they occur on or at non-Company locations in the exercise of Company business. Small or inconsequential losses would be recovered through 35.2.

35.0 SPECIAL CLOTHING FOR EMPLOYEES

35.1 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.

35.2 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:

35.2.1 Where Uniform Appearance is Required

Where uniform appearance is required by the Company as in the case of certain receptionists, guides, messengers, drivers, uniforms will be provided.

35.2.2 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.

35.2.3 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.

35.2.4 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.

35.2.5 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 **\$175.00** for each pair will apply to others who choose or are required to wear CSA approved ESR protective footwear, except for employees who are required to work at a

nuclear site, where the customer mandates the use of Kevlar or similar composite material footwear, a dollar limit of \$225.00 for each pair will apply to these employees'.

- (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.

35.2.6 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.

35.3 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.

36.0 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.

37.0 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.

38.0 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).

39.0 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.

40.0 WEEKLY PAY DAYS

40.1 Salaries and wages of all employees throughout the Company covered by this Agreement shall be once every week 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.

40.2 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.)

41.0 BI-WEEKLY PAY

41.1 Management will implement bi-weekly pay for all PWU staff for the renewal of the April 1, 2002 to March 31, 2004 Collective Agreement. Implementation date will be on or before December 31, 2002.

41.2 Salaries and wages of all employees throughout the Company covered by this Agreement shall be once every 2 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.

41.3 Management agrees to pay all PWU represented employees who are eligible for OHIP rebates upon termination the sum of \$60.00 (without deduction) immediately upon implementation of bi-weekly pay.

42.0 EMPLOYEE TRAINING AND DEVELOPMENT

- It is important to keep employees' skills current.
- The expected outcomes of an effective Training and Development program are to:
 - Maintain a highly skilled workforce relevant to our business needs;
 - Create opportunities for career development and advancement for our employees;
 - Increase individual productivity through improved skills and job experience; and
 - Increase customer satisfaction through improved service delivery.
- Every employee will receive a minimum of 20 hours of IT specific technical training per year. Over a three-year period, an employee will be provided with 105 hours of technical training. This commitment does not provide a guarantee for any specific employee, but is an average for NHSS that will be maintained **for PWU represented employees**.
- Non-technical training will be provided to employees where it is required for their career development. The commitment to provide non-technical training is separate from and in addition to the required amount of technical training.
- Training will be linked to, and integrated with, both the employees' Personal Development Plans (PDPs) and NHSS's business plans.
- Management will initiate the process of developing Personal Development Plans for all employees.
- A joint review of training will take place at the Joint Working Team first quarterly meeting. Every Manager will outline their training requirements at this time. Managers will be required to present a training schedule at this meeting.
- Every PWU represented employee will have a PDP and his/her training needs identified no later than March 31st.
- A joint review of training will take place at every Joint Working Team quarterly meeting. The purpose of the review is to ensure that the training has taken place and is scheduled to take place in accordance with the commitments set out in the JWT quarterly meeting.
- If a dispute arises over an employee's PDP, the Chief Steward and Manager will meet and attempt to resolve it. If a resolution cannot be found, it will be referred to the Grievance Review Board.

43.0 WORK ASSIGNMENTS

43.1 Definitions

"Shared Services" includes ongoing work that provides internal support to both NHSS and Inergi L.P. Such services typically include Strategic Sourcing, Finance, Human Resources and support for internal tools and processes utilized across the two companies.

"Bargaining Unit" (BU) means either of the PWU bargaining units in NHSS or Inergi LP.

43.2 Temporary Assignments to another Bargaining Unit (BU)

The employer may assign an employee in one BU to do work in another BU for either a short or long term assignment, subject to the following conditions:

Short Term Assignments

- A short term assignment may be of short notice but will be of short duration (20 consecutive working days or less).

- The employee retains all rights under the collective agreement of their “home” BU.
- The employees scheduled hours per work week will not be changed or reduced as a result of these assignments unless mutually agreed by the employer and employee. The Union reserves the right to challenge these decisions.
- Temporary assignments shall be consistent with the employee’s job classification.
- The company may assign work directly to employees if the duration of the assignment is 2 consecutive days or less.
- For assignments greater than 2 consecutive days, the company will ask for volunteers. If there are no volunteers the company may assign on a junior force basis, or, after appropriate discussions with the designated PWU representative, seek other alternatives to complete the work.
- All travel between assignment locations will be completed on paid employer time during normal scheduled hours.

Long Term Assignments

- Long term assignments will be for periods of up to 18 months and will be established as described in Article 12.2.3 after discussions with the relevant Chief Steward.
- Such assignments will be posted as rotational opportunities. The employer will ensure that all employees in both BU’s will have easy and timely access to such postings.
- The employees scheduled hours per work week will not be changed or reduced as a result of these assignments unless mutually agreed by the employer and employee. The Union reserves the right to challenge these decisions.
- Employees on such assignments will be covered by their home BU collective agreement.
- In cases where the wage schedule of the receiving BU is more provident than the home BU, the employee will be entitled to the higher rate.
- Selections to long term rotational opportunities for PWU represented employees in both BU’s will be made as per the relevant sections of Article 10 selection criteria.
- Extensions beyond an 18 month period are subject to mutual agreement between NHSS and the Chief Steward.

43.3 Vacancies

- Employees within the Inergi BU have the right to apply for vacancies within the NHSS BU.
- Selections to such vacancies will be made as per the relevant sections of Article 10. Unsuccessful applicants will be entitled to file a non selection grievance under the hiring BU collective agreement.

- The employer(s) will ensure that all employees in both BU's will have easy and timely access to such postings.
- A successful applicant to a vacancy in the other BU will become an employee of the "hiring" BU. The employee will retain service credits for all purposes as a result of the selection to the vacancy. Successful applicants will be eligible for the appropriate moving expenses.

43.4 Ongoing Shared Services Work

- NHSS may assign an employee to perform work in more than one BU on an ongoing basis, subject to the following conditions:
 - The employee retains all rights under the collective agreement of their "home" BU.
 - Vacancies for existing positions providing Shared Services shall be advertised in the position's original "home" BU.
 - Vacancies for new positions providing Shared Services shall be allocated to the BU that possesses the skills and capabilities to do the work most effectively consistent with the historical distribution of the Shared Services work by function (e.g., finance, human resources) between the two BUs.
 - The historical distribution will be calculated as of April 1, 2004.
 - These assignments shall be consistent with the employee's job classification.
- No regular employee will be involuntarily laid off as a result of the use of shared services.

43.5 Reciprocal Agreements

- 43.5.1 The employer will guarantee that a reciprocal agreement between the pension plans of NHSS and Inergi L.P. will be in place prior to the implementation of Item 43.3 Vacancies. Should the reciprocal agreement not be in place within 1 month of this agreement coming into effect, all items identified within this article will be suspended pending implementation of the reciprocal agreement.

43.5.2

- The implementation of this item is subject to the establishment of an identical reciprocal work assignment agreement between Inergi L.P. and the Power Workers' Union.
- If the corresponding Inergi L.P. agreement ceases to be in effect this item will also cease to be in effect.

44.0 GOVERNMENT DECLARED EMERGENCIES

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

45.0 TEMPORARY ASSIGNMENTS TO ALTERNATIVE WORK LOCATIONS

- The company may assign work directly to employees if the duration of the assignment is **5** consecutive days or less. These short-term assignments are not to be used back to back. **The Company shall make reasonable efforts to distribute the assignments equitably amongst those employees in the workgroup who have the skill and ability to perform the required work.**
- For assignments greater than **5** consecutive days, the company will ask for volunteers. If there are no volunteers the company may assign on a junior force basis, or, after appropriate discussions with the designated PWU representative, seek other alternatives to complete the work.
- The employees scheduled hours per work week will not be changed or reduced as a result of these assignments unless mutually agreed by the employer and employee. The Union reserves the right to challenge these decisions.
- All travel between assignment locations will be completed on paid employer time during normal scheduled hours.

46.0 NHSS/PWU – GOAL SHARING

The parties agree to establish a “Goal Sharing” plan. The principles of Goal Sharing shall be the rewarding of achievements based upon line of business and TSDC targets and the recognition of a direct connection between performance and rewards. Goal Sharing shall be calculated according to a pre-established ratio of TSDC and line of business and individual measures and targets. It is understood that the targets shall be simple, measurable, challenging yet attainable, relevant and timely as well as being consistent with targets within management performance contracts and fairly applied.

The TSDC and Line Of Business targets will be established initially through the business planning process. Management will set the core targets in each of the four categories in both TSDC and LOB. These targets will then be discussed with the Union prior to general communication to the employees. Following these discussions and finalization of the targets, they shall be communicated to the employees, ideally within the first 30 days of the calendar year but not later than March 31st.

The size of the non-pensionable payouts is based on two factors:

- a) the size of the reward “pot”, and
- b) TSDC and line of business results for the Plan year.

The maximum size of the reward “pot” is 4% of the base payroll for all regular PWU-represented employees on the payroll as of December 31st of the Plan year.

30% of the reward “pot” is paid out if TSDC targets are met during the Plan year. There are four TSDC categories:

- financial
- operational excellence
- customer satisfaction
- organizational strength

To receive payout of the TSDC component of the “pot”, the targets for financial must be met and if so contribute 55% of the 30% TSDC reward pot. The remaining three categories, operational excellence, customer satisfaction, and organizational strength, if achieved individually, contribute 15% each of the 30% TSDC reward pot.

70% of the reward “pot” is paid out if lines of business (LOB) targets are met. The LOB measures are financial, operational excellence, customer satisfaction, and organizational strength, and are established at a more discrete business level. To receive payout of the LOB components of the reward “pot”, the LOB target must be achieved. Each LOB component payout equals 25% of the 70% reward pot and will be made even if there is no payout under the TSDC component.

All eligible employees in a LOB receive an equal share of the payout for that business, subject to prorating for leaves of absence or if the employee joins the plan part way during the year.

All regular full-time and regular part-time employees who are on the NHSS payroll as of December 31 of the Plan year are eligible.

PART B

WEEKLY-SALARIED

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PART B

WEEKLY-SALARIED

Specific Matters of Agreement

1.0 SALARIES

Salaries shall be in accordance with the salary schedules which are part of this Agreement.

1.1 NEW HIRE COMPENSATION

Employees hired after April 1st 2004 will join the company at a starting wage rate that is 85% of the Step 5 wage rate for the position. Each salary grade will now have five (5) steps as shown below:

All wage schedules in the collective agreement will be adjusted according to the following rules or formula:

- Step 1 = 85%
- Step 2 = 89%
- Step 3 = 94%
- Step 4 = 97%
- Step 5 = 100%

The time interval required for anniversary progression shall be in accordance with Part 'A', Section 3.0

Any inconsistencies between the existing Collective Agreement and this item will be resolved in a manner consistent with the goals and principles of the new wage schedules.

2.0 HOURS OF WORK - GENERAL

1. Weekly-salaried 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. **In addition, all employees on a team or in a work group or department may be scheduled, for a minimum of six (6) months and with 30 day's prior notice to work 40 hours per week and all scheduled hours up to and including 40 hours per week will be compensated at straight time and considered pensionable. The 40 hour schedule shall only be cancelled with at least 30 day's prior notice, unless otherwise agreed. Notwithstanding the foregoing, the Company will not reduce an employee's scheduled hours from 40 hours per week to 35 hours per week where the employee is within 4 years of becoming entitled to an unreduced pension in accordance with the provisions of the Collective Agreement.** All hours in excess of eight hours per day, Monday to Friday, are to be paid at the appropriate premium rate.

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. Employees¹¹ who by the nature of their jobs, are required to make public, business or trade contacts outside normal hours shall work a normal work week of 35 hours, Monday to Friday.

Owing to the controlling influences from outside agencies, the normally established daily hours of starting and quitting may require changes. In such instances these changes will be the prerogative of the Company.

2.1 Hours of Work - Specific

With the exception of shift work, **normal office hours shall be a 35-hour week (seven (7) hours per day), Monday through Friday.**

Employees will be scheduled to work their shift between the hours of 7 am and 6 pm in accordance with this section. Normally, employees will be permitted to select variable hours in accordance with Part 'B', Section 2.1.1 below. However, in order to meet customer service needs within the Help Desk and Deskside Workgroups, some employees (to a maximum of six (6) per Workgroup), may be required to work specific hours between 7:00 am and 6:00 pm on a volunteer basis. In the event there are more volunteers than required, the hours will be granted on a senior choice basis. If there are insufficient volunteers, the hours will be assigned on a monthly, rotating basis amongst the remaining employees within each Workgroup who have the skill and ability to perform the required work.

2.1.1 Variable Working Hours

Employees will be requested each month to select their standard work period for the following month. The work week will consist of five, seven-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 a.m. and 1:15 p.m. to 2:30 p.m.

Employees may select a starting time which is not earlier than 6:30 a.m. and not later than 9:00 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 either 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 a.m. to 4:30 p.m. 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 **Section 2.1 above or Part 'B', Section 4.0 - Overtime.**

Where in the Company's opinion, a work unit **is not operating satisfactorily or** cannot be operated satisfactorily under variable working hours, they will **be discontinued or not be** implemented in that unit.

Individual deviation from selected work schedules will require the supervisor's prior approval.

2.2 Hours of Work – NEW BUSINESS

Hours of work (including variable hours of work) for new business shall be negotiated by the Company and the Chief Steward of the Union.

¹¹ The provisions of Article 4.2(c) and the following Hours of Work - Specific will have no application to these employees.

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.

2.3 Hours of Work – Merlot Help Desk

For employees hired for and assigned to D1, D2 and D3 their work schedule will consist of 40 hour work week.

D1 – 7:30 a.m. – 4:30 p.m.
D2 – 8:00 a.m. – 5:00 p.m.
D3 – 12:00 p.m. – 9:00 p.m.

Note: For employees working 40 hours their pay will be calculated as follows: Salary Grade ÷ 35 x 40

After hours

Evening Shift (E)	8:00 p.m. – 12:00 a.m.
Night Shift (N1)	11:30 p.m. – 7:30 a.m.
Night Shift (N2)	12:00 a.m. – 8:00 a.m.
Weekend Day Shift (WD1)	11:30 a.m. – 11:30 p.m.
Weekend Night Shift (WN1)	11:30 p.m. – 11:30 a.m.
Weekend Day Shift (WD2)	12:00 p.m. – 12:00 a.m.
Weekend Night Shift (WN2)	12:00 a.m. – 12:00 p.m.

1. Employees hired for and assigned to the N1, N2 shifts will work 36 hours per week, be paid 35 hours and will bank 1 hour at straight time.

Employees hired for and assigned to the E, WD1, WD2, WN1 and WN2 will be regular part-time.

2. Shift Differential

An amount of \$2.59 per hour shall be paid for scheduled hours worked on the following shifts: Evenings (E), Night Shift (N1), Night Shift (N2), Weekend Night Shift (WN1) and Weekend Night Shift (WN2).

The shift differential of \$2.59 per hour will be adjusted annually at the same percentage as the wage increase.

3. One and one-half times the employee's classification basic rate shall be paid for scheduled shift work performed on Sundays and statutory holidays.

2.4 40 Hour Work Week Option

Where Management defines a need, volunteers may be sought to change their regular hours of work from 35 to 40 for a period of at least **two (2) weeks, with no maximum**. This requirement will be discussed with the Chief Steward prior to soliciting volunteers. The number of employees within a job class requested to change to a 40-hour work week, must be made known to all members of the work group or location.

Should the number of volunteers exceed the requirement, volunteers will be selected based on seniority.

Once a volunteer has been identified, the change to a 40-hour work week and the length of assignment will be documented and agreed to by the employer and employee. The Chief Steward will receive a copy of this document.

Employees will have the option of (a) remaining on their current salary schedule and be paid the additional 1 hour per day at straight time (non pensionable) or (b) the employee will be paid from salary Schedule 43 (pensionable).

Employee's who exercise option (a) and are on an approved absence where they would receive less than 8 hours pay per day will be made whole by submitting the time at straight time overtime prior to or subsequent to the absence.

Employee's who exercise option (b), when an employee earns vacation entitlement on a 40 hour work week, and takes their vacation when they return to a 35 hour work week will be made whole by using the straight time overtime process on a pro-rated basis.

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 weekly-salaried day working employees on shift work (**which, for clarity, does not include hours of work between 7:00 am and 6:00 pm scheduled under Part B, Section 2.1.1**). 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. **New shift work will be scheduled on a Monday to Friday basis, unless otherwise agreed.**
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.
10. 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 (21 hours for computer sub-branch shift working employees). 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.
3. Overtime rates shall be computed by dividing the employee's basic weekly salary by his/her normal weekly hours of work.

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.

None of the provisions of Subsections 4.3(1.), (2.), (4.), (5.) and (6.) is applicable to employees referred to in Section 2.0(4.).

4.4 Minimum Payments - Overtime

All Part 'B' weekly-salaried 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 - 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.

¹² 'Reasonably obtained' is to be defined locally by Union and Management.

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 **such assignments of greater than 5 days duration**:

- the more senior employees will be given preference;
- assignments may be split between employees;
- specific qualifications/knowledge required for the position will be taken into consideration;
- 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;
- employee development;
- Employment Equity objectives discussed in advance with the Union shall be considered;
- amount of notice and duration of assignment will be considered.

These assignments will be distributed as equitably as possible, over time, once the above conditions have been considered.

The format for utilization of the above in a Business Unit (or smaller unit) will be a joint responsibility.

Item 6.0 shall not be subject to the grievance/arbitration procedure.

Disputes will be resolved locally and may be referred to the Sector Vice President or Delegate and the Local Manager.

Circumstances which negate consideration of the above conditions will normally be discussed in advance with the Union.

6.1 Relief Work

Intent

It is the intent of this item that when an employee is relieving in a higher rated position that he/she be properly compensated for the duties that he/she is performing. The assignment of relief is a Management right and increased duties must be assigned not assumed.

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. Employees in the weekly-salaried schedule, when relieving for the normal duties of an employee in a higher job grade, not defined in 6.1(3.) below, for a period of one full working day or more shall be paid, for the full relief period, at the rate established by the Company for the relieved position or three percent (3%) above the employee's normal rate whichever is greater.

In relief situations where less than the normal duties are being performed and a lower salary grade has been established for the relief period, the promotion rule will be used to establish the appropriate progression step in the lower salary grade.

Failure to notify the employee in writing of the major duties to be performed and the rate to be paid will require the payment of the first step of the salary grade of the relieved position or three percent (3%) above the employee's normal rate whichever is greater, for the entire relief period.

3. Employees in the weekly-salaried schedule, when relieving for the normal duties of an employee in a non-union position for a period of one full working day or more shall be paid for the full period at the rate established by the Company which shall be 90% of the relieved position or five percent (5%) above the employee's normal rate whichever is greater.

4. **Employees in the weekly salaried schedule, when relieving for the normal duties of an employee in a non-union, supervisory position for a period of five (5) working days or more shall be paid for the full period at the rate established by the Company which shall be ninety percent (90%) of the relieved position, or ten percent (10%) above the employees' normal rate, whichever is greater.**

Failure to notify the employee in writing of the major duties to be performed and the rate to be paid will require the payment of 5 percent (5%) above the rate identified above for the entire relief period.

5. Notification of the Chief Steward is required when the employee is required to relieve for a period of two working days or more.

6. 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 chief 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 Chief Steward 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 the Weekly-Salaried Relief Clause of this Agreement.

NOTE

Failure to notify and/or request further extension accordingly will require payment of the penalty described in the appropriate Weekly-Salaried Relief Clause of this Agreement.

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, rating and/or salary grade resulting from a Clerical-Technical Job Evaluation Plan challenge, or a Review of a Rating by the Job Classification Committee, or a change to a job title and/or occupation code only, shall not be considered to create a vacancy.
2. A change to the duties of an occupied job, wherein the salary grade remains unchanged, shall not be considered to create a vacancy.
3. A change to the duties of a job covered by the Clerical-Technical Job Evaluation Plan which results in an increase to the salary grade shall not be considered to create a vacancy if there is, in the Company's opinion, an employee in the immediate work group who is the only one qualified to perform the resulting job. However, in such cases, if there is a more senior employee in the same job in the same work group who was not appointed to the resulting job, he/she shall have the right to seek redress under Article 2, Grievance Procedure.
4. 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).
5. The restructuring of a job in a manner which justifies application of the Downward Restructuring Rule (Section 9.9.2 of this section of Agreement) to the incumbent, shall not be considered to create a vacancy.

7.1 Posting Procedures

A notice of vacancy referring to jobs covered by the Clerical-Technical Job Evaluation Plan shall be based on the job description and job specification 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. A notice of vacancy setting out a higher education or experience requirement than indicated in the job specification will require a corrected notice of vacancy and an extended date of closure.

Vacancies for applications technician and service specialist within the jurisdiction of the Union shall be posted on a province-wide basis subject to all conditions relating to positions once removed from the Union's jurisdiction.

Refer to Article 10.02 - Notification to Applicants.

8.0 ON CALL

On-Call duty will be voluntary.

Each employee on-call will have up to a maximum of two hours between the time they are called and the time they report to work.

On-call payment will be as follows:

- Half hour at 1.5 times the base rate per day. (Monday-Friday)
- One hour at 2 times the base rate per day.(Saturday, Sunday and Holidays)

An intent document has been developed. It provides details about application and process issues.

9.0 CLERICAL-TECHNICAL JOB EVALUATION

NOTE:

The job challenge process contained in Clerical-Technical Job Evaluation Manual, "Plan B" and referred to in this section shall be replaced for the term of this Collective Agreement with the expedited process contained in Article 2.8, Dispute Resolution – Article 8, Job Challenges, and OGLs. The Job Classification Committee shall assume all the responsibilities normally associated with the Joint Salary Committee for the term of this Collective Agreement.

9.1 The Clerical-Technical Job Evaluation Plan

The provisions which form the basis of the Clerical-Technical Job Evaluation Plan, formerly referred to as Plan 'B', are contained in the Collective Agreement and the Union Clerical-Technical Job Evaluation Manual. Matters pertaining to the application of dollars are contained in the Collective Agreement. Job evaluation matters are contained in the Manual. The Company shall identify the Company groups responsible for dealing with the Union in the foregoing matters.

9.2 Jobs Covered by the Clerical-Technical Job Evaluation Plan

The plan shall cover all jobs falling under this section of the Collective Agreement excepting those covered by salary schedule 21.

9.3 Identification of Jobs in Salary Schedule

All jobs processed under the Clerical-Technical Job Evaluation Plan shall be designated a salary grade in the current salary schedule issued in conjunction with the Collective Agreement.

9.4 The Union Clerical-Technical Job Evaluation Manual

The Manual is a supplement of the Collective Agreement and its provisions shall apply as if set forth in full herein.

The Manual shall be supplied to all employees whose jobs are covered by the plan.

9.5 Rights of the Parties

The Company has and shall retain the exclusive right and power to decide what work is to be done and who is to do it and accordingly the Company shall apply the Clerical-Technical Job Evaluation Plan to determine appropriate salary grades for jobs. The Company shall exercise these rights in accordance with the provisions as set forth in the Collective Agreement and the Union Clerical-Technical Job Evaluation Manual.

The Union's right shall be to act on behalf of its members to ensure that the Clerical-Technical Job Evaluation Plan is being properly applied. In order to carry out this function, the Union Job Evaluation Officer shall work in liaison with the appropriate Company groups responsible for the administration of such matters and he/she shall be permitted, within reason, to interview employees during regular working hours.

The Union shall exercise these rights in accordance with the provisions as set forth in the Collective Agreement and the Union Clerical-Technical Job Evaluation Manual.

The Union shall retain its rights to participate jointly with the Company in developing and/or modifying the Clerical-Technical Job Evaluation Plan.

In the event of conflict between the foregoing general statements, regarding the rights of the parties, and the specific provisions contained in the Collective Agreement and the Union Clerical-Technical Job Evaluation Manual, the latter shall govern.

9.6 Salary Schedule

The salary schedule for jobs covered by the Clerical-Technical Job Evaluation Plan and issued in conjunction with the current Collective Agreement shall have the following characteristics:

1. The salary schedule shall be a salary range schedule with a total of 18 salary grades.
2. The percentage increment from salary grade to salary grade (based on step 5 of each salary grade) calculated from salary grade 51, step 5, shall be annotated on the schedule 20 which is currently in effect.
3. Each salary grade is composed of five steps. The fourth step is 97 percent (97%) of the maximum and the third step is 94 percent (94%) of the maximum, the second step is 89 percent (89%) of the maximum and the first step is 85 percent (85%) of the maximum. The time interval required for anniversary progression shall be in accordance with Part 'A', Section 3.0.
4. When an incumbent is promoted from one salary grade to another, he/she shall be promoted in accordance with Part 'B', Section 10.0 - Promotion Rule.
5. The relationship between the salary grade and the point range shall be 13 points for the first salary grade and 21 points for each salary grade thereafter.

9.7 Wages and Retroactivity upon Upward Reclassification

Upward Reclassification as a Result of Company Initiated Action

1. Transfer from the existing salary grade to the new higher salary grade shall be by the promotion rule.
2. Retroactive entitlement shall be computed by going back to the date when the increased job demands and responsibilities were instituted or undertaken.

Upward Reclassification as a Result of Employee Initiated Action Through the Issuance of a Record of Discussion Form

1. Transfer from the existing salary grade to the new higher salary grade shall be by the promotion rule, except in the following situations where it shall be by the step-to-step method:
 - (a) Where there is no change in job content or job demand, but the job specification factor ratings change resulting in an upward reclassification of the job.
 - (b) Where a change in job demand is recognized resulting in an upward reclassification of the affected incumbents and where such incumbents have been performing the duties and/or undertaking the responsibilities which caused the upgrading for a period of one year or more prior to the date of the first discussion as recorded on the Record of Discussion form and where these same incumbents have been in the maximum step of the salary grade for the job for one year or more prior to the date of the first discussion.
2. The date of the transfer of an employee to a higher salary grade whether by the promotion rule or the step-to-step method shall be the date of the commencement of the retroactivity and the transfer shall be from the salary grade and step in effect on that date.
3. Retroactive entitlement in Subsection 1. above shall be as set out in the Union Clerical-Technical Job Evaluation Manual.
4. An incumbent who has left the Company's service shall be entitled to retroactive payment, as a result of challenge for the affected period during which he/she was in the Company's employ.

9.8 Training Situations

Normally, an employee receives his/her training and experience by being promoted through a series of established jobs for which job descriptions and job specifications exist. His/her movement up the ladder from job to job will occur when the Company determines that he/she is capable of performing the duties and responsibilities of a higher-rated job, and an opening exists.

At times, however, in certain types of work, an employee will be advanced through a planned series of training steps in which he/she will be directly trained for a specific job which he/she will eventually occupy, i.e., a terminal job. This is termed a training situation.

The Company will identify the need for such a training situation and will structure the terminal job. A job description and job specification will be prepared for the terminal job only. The Job Classification Committee will establish the final rating for the terminal job, and will determine the appropriate training steps leading to the terminal job rate.

The training steps will be established in the following manner:

9.8.1 Formula for Developing Training Situations

The hiring rates will be established based on survey data supplied by the Company and/or the Union and will be consistent with the mean hiring rate being paid by other companies to inexperienced graduates possessing the specified education required to perform the terminal job.

The time span of the training situation will consist of a number of years equal to the minimum number of years indicated in the experience factor applying to the terminal job.

For each year of the time span as determined above an annual training step will be established. The Job Classification Committee may approve the division of annual steps into quarterly or semi-annual sub-steps where such action has been recommended by line management.

Salary step dollars shall be calculated to proceed in geometric progression from the hiring rate to step 1 of the salary grade for the terminal job in the number of years of the training situation. The dollar values thus obtained for each step shall be translated to the nearest salary grade and step (above or below) which appears on schedule 20. The factor used to multiply each annual step dollars to find the next annual step will be 'F' i.e.,

$$\sqrt[n]{\frac{R_t}{R_s}} = F$$

Where,

- n = Number of years in the training situation
- R_s = Hiring rate
- R_t = Terminal rate

Where applicable the dollars for the half-yearly step will be starting dollars multiplied by 'Fh' i.e.,

$$\sqrt[2n]{\frac{R_t}{R_s}} = Fh$$

9.8.2 Advancement Through Training Situations

1. A trainee will (subject to Subsections 2. and 3. following) advance to each subsequent training step at the designated intervals based on the date of appointment to the training situation. Upon completion of his/her training, he/she will be placed in the first progression step of the salary grade applying to the terminal job. He/she will then be subject to the conditions of the Clerical-Technical Job Evaluation Plan.
2. If at any time the trainee is judged to be incapable of performing the terminal job in a satisfactory way, he/she may be removed from the training situation.
3. If a trainee, in the Company's opinion, fails to make satisfactory progress his/her next training step may be delayed, in accordance with the provisions of Part 'A', Subsection 3.0. Such a delay may take place on one occasion only throughout the training program.
4. If a trainee, in the opinion of the Company displays exceptional ability, he/she may be advanced to the training step which is more in keeping with his/her achieved progress.

5. If a person having suitable experience is appointed to a training situation, the Company may place him/her in any training step judged to be appropriate to his/her applicable experience.
6. If a trainee, who has not yet attained the terminal job level, believes that he/she is fully performing the duties, and has the responsibilities of the terminal job document, he/she may institute a challenge.

9.8.3 Continuing Administration of Training Situations

The established hiring rates will remain in effect until altered through negotiation between the parent bodies or until altered through action resulting from a review by the Job Classification Committee upon the request by the parent bodies.

Recalculation of training step values (according to 9.8.1) will occur with a change in the hiring rate.

The existing trainees will remain on the training situations on which they were hired until they have reached the step 5 of the salary grade of the terminal job.

9.8.4 Tiered Training Situations

In certain instances, it may be necessary to develop a hierarchy of terminal jobs with training situations leading to each level, e.g., to the junior, to intermediate, and to senior levels. In such cases, the principles and practices as set out in this agreement will serve as a guide in the development of training steps and their values.

9.9 Clerical-Technical Job Evaluation Plan

9.9.1 Merit Rating

It is agreed that if, as and when merit rating is to be instituted, the plan (system of measurement), but not the application, shall be subject to negotiations.

9.9.2 Downward Restructuring Rule

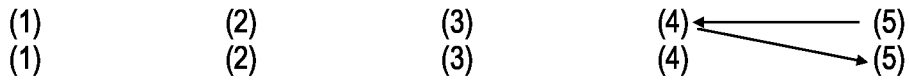
This provision shall apply to incumbents whose jobs are covered by the Clerical-Technical Job Evaluation Plan.

Should the job which an incumbent is performing be changed, but the basic function and significant duties of the job remain unchanged, and should the job then fall into a lower salary grade, the following shall apply:

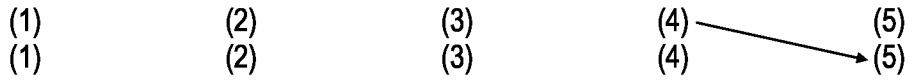
1. The incumbent's salary dollars (rate) shall be held constant, except for increases referred to in Subsection 9.9.2(4.), commencing on the date of issue of the Advice of Rating form issued by the Company.
2. Annually thereafter, the incumbent shall have his/her rate reduced by one progression step in the manner portrayed by the chart below.
3. The above process shall continue until the maximum dollars in the salary range for the restructured job are reached.
4. In the foregoing process of reduction, current salary schedule dollars shall be used. These include general negotiated increases and cost of living increases.

5. Reduction of One Salary Grade

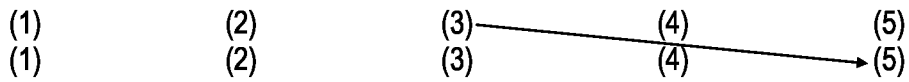
(a) Incumbent is in 5th progression step¹³



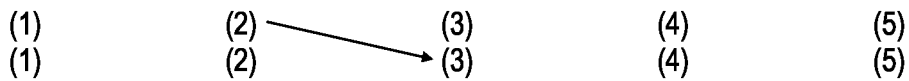
(b) Incumbent is in 4th progression step¹⁴



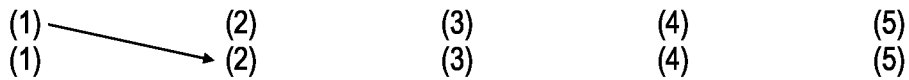
(c) Incumbent is in 3rd progression step¹⁵



(d) Incumbent is in 2nd progression step¹⁶

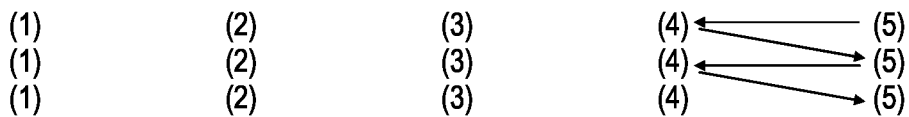


(e) Incumbent is in 1st progression step¹⁷

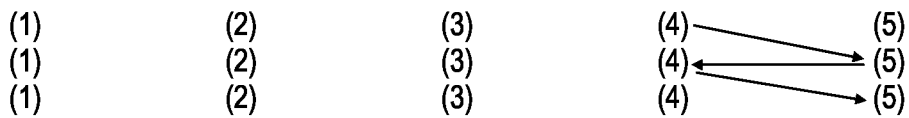


6. Reduction of More than One Salary Grade

(a) Incumbent is in 5th progression step¹⁸



(b) Incumbent is in 4th progression step¹⁹



¹³ On the date of issue of the Advice of Rating form.

¹⁴ ibid

¹⁵ ibid

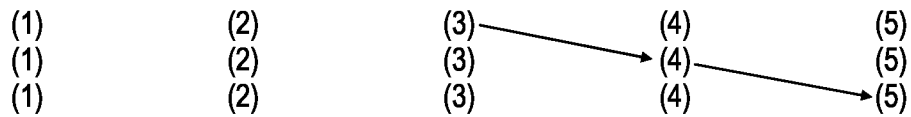
¹⁶ ibid

¹⁷ ibid

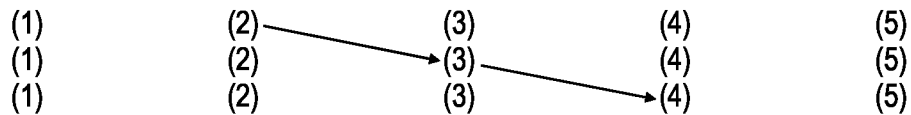
¹⁸ ibid

¹⁹ ibid

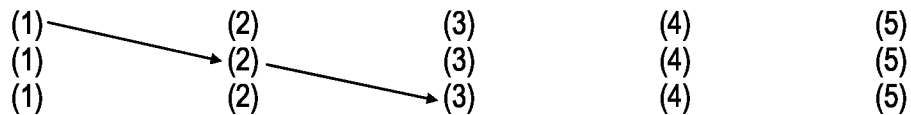
(c) Incumbent is in 3rd progression step²⁰



(d) Incumbent is in 2nd progression step²¹



(e) Incumbent is in 1st progression step²²



10.0 PROMOTION RULE

10.1 General

Object: The object of the rule is to ensure, on promotion, an increase in salary to compensate for an increase in job demands and responsibilities.

Definition of Promotion: Promotion means a change to a new job which carries a higher maximum salary schedule rate (base rate) or a higher salary grade resulting from an increase in job demands and responsibilities within a job.

²⁰ ibid

²¹ ibid

²² ibid

10.2 The Promotion Rule, for Employees Hired Before April 1st, 2004.

1. On promotion, the employee's rate is to be set at the lowest progression step, but never lower than step 3 (in the salary grade for the job) which will give a minimum increase of three percent (3%) above the employee's existing basic rate.
2. In the case of single grade promotions (or the equivalent under Pay Equity) the following will apply:
 - If at step 3 of the current grade, go to step 3 of the next grade.
 - If at step 4 of the current grade, go to step 3 of the next grade.
 - If at step 5 of the current grade, go to step 4 of the next grade.

10.2.1 The Promotion Rule, for Employees Hired on or After April 1st, 2004

1. On promotion, the employee's rate is to be set at the lowest progression step (in the salary grade for the job) which will give a minimum increase of three percent (3%) above the employee's existing basic rate.
2. In the case of single grade promotions (or the equivalent under Pay Equity) the following will apply:
 - If at step 1 of the current grade, go to step 1 of the next grade.
 - If at step 2 of the current grade, go to step 2 of the next grade.
 - If at step 3 of the current grade, go to step 3 of the next grade.
 - If at step 4 of the current grade, go to step 3 of the next grade.
 - If at step 5 of the current grade, go to step 4 of the next grade.

10.3 Administration of the Rule

10.3.1 Payment of the Salary Grade for the Job

On promotion, the employee will be placed directly in the salary grade for the job, except in training situations under the Clerical-Technical Plan (where an employee may be advanced gradually through the appropriate training job levels to the terminal job grade). He/she will be granted the progression step required by the promotion rule, except where a higher progression step is being granted for previous experience (Subsection 10.3.4).

10.3.2 Promotion from Hourly-Paid to Weekly Salaried Jobs

The promotion rule applies in the case of an hourly-paid employee being promoted to a weekly-salaried job.

The rule does not apply in the case of a weekly-salaried employee being promoted to an hourly job.

10.3.3 Payroll Rates in Excess of Approved Job Grades

When an employee is being paid a special rate (such as results from restructuring of jobs, retrogression, implementation of new salary plan, or salary guarantee) which exceeds the appropriate rate for the job he/she holds, he/she should on promotion:

1. Continue to be paid the special rate, or
2. Be paid the progression step resulting from application of the promotion rule to the appropriate progression step in the approved grade of his/her former job, whichever is higher.

10.3.4 Previous Experience

Where an employee being promoted has had previous applicable experience in a higher level job but was demoted for reasons other than cause or inability, a higher progression step than is indicated by the promotion rule may be chosen by the Company.

10.3.5 Relief Situations

In relief situations where less than the normal duties are being performed and a lower salary grade has been established for the relief period, the promotion rule will be used to establish the appropriate progression step in the lower salary grade.

10.3.6 Progression Following Promotion

Progression dates shall be calculated from the date of appointment or promotion to the position. Subsequent salary adjustments shall occur at 12-month intervals from the appointment or promotion date.

11.0 POSITIONS EXCLUDED AS PER ARTICLE 1 - WEEKLY-SALARIED (CLERICAL AND 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.

12.0 SHIFT WORK

It is recognized that New Horizon shift working employees at head office must undergo conditions not normally experienced by other weekly-salaried employees.

12.1(a) Rate of Pay – Computer Operator

The basic rate of these employees shall be established by the Clerical-Technical Job Evaluation Plan and as set out under salary schedule 20. Calculation of all premiums shall be made on this basic rate. A blending of the shift increment and the shift differential, nine per cent (9%) 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 chief steward will be notified of such changes in writing.

Effective April 1, 2002 all new hires into the Computer Operator position will receive a blended shift increment/shift differential premium of 6%. At any time, the employee may choose to make this premium pensionable.

Employees hired prior to April 1, 2002, may, at any time, choose to change from 9% blended (non-pensionable) premium to the 6% pensionable premium.

12.1 (b) Rate of Pay – Senior Computer Operator

The basic rate of these employees shall be established by the Clerical-Technical Job Evaluation Plan and as set out under salary schedule 20. Calculation of all premiums shall be made on this basic rate. A blending of the shift increment, shift differential and fifteen (15) minute overlap, fourteen percent (14%) 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 chief steward will be notified of such changes in writing.

Effective April 1, 2007 all new Senior Computer Operators will receive a blended shift increment, shift differential premium, and fifteen (15) minute overlap of 9.5%. At any time, the employee may choose to make this premium pensionable. Senior Computer Operators who held the position prior to April 1, 2007, may, at any time, choose to change from 14% blended (non-pensionable) premium to the 9.5% pensionable premium.

12.2 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.

12.3 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. The schedule will provide for a minimum of two shifts (16 hours) off between shifts, except on twelve (12) hour weekend shifts where the schedule will provide for a minimum of twelve (12) 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.

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 operator classifications designated as being two or three shift and six or seven days a week operation will be as follows:

Normal Work Schedule Operator (Monday – Friday)

Days – 0700 to 1500
Evenings – 1500 to 2300
Nights – 2300 to 0700

Normal Work Schedule Operator (Weekends, Saturday & Sunday)

Nights(N1 Shift) 2300 to 1100
Afternoons/Evenings(N2 Shift) 1100 to 2300

Normal Work Schedule Sr. Operator (Monday-Friday)

- Senior Operators are required to remain at their workstations 15 minutes after the end of each Scheduled work period as per 12.1(b).

Days - 0700 to 1515
Evenings - 1500 to 2315
Nights - 2300 to 0715

Normal Work Schedule Sr.Operator (Weekends, Saturday & Sunday)

Nights(N1 Shift) 2300 to 1115
Afternoons/Evenings(N2 Shift) 1100 to 2315

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.

12.4 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. In the case of illness, or family care day which would result in a staff shortage, four (4) days' advance notice will be given when placing an employee on shift.

12.4.1 Penalties

Failure to give the required notice, stated in Subsection 13.4, shall result in the payment of one and one-half times the employee's classification basic rate until the notice period has elapsed.

12.6 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 weekly-salaried employees. Therefore, when a statutory holiday falls on a Saturday, statutory holiday credit shall not apply. See chart at end of this section.

12.7 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 B, Item 4.2, paragraphs 1 and 2.

12.7.1 Minimum Payments - Overtime

Minimum payments for overtime shall be in accordance with Part 'B', Section 4.4.

The computing of hourly rates for overtime shall be in accordance with the following:

The basic weekly rate of each employee's classification, as set out in salary schedule 20, without any increments, premiums or bonuses, shall be divided by 35. 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.

12.8 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.

12.9 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.

12.10 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.

New Horizon System Solutions/
Power Workers' Union Collective Agreement
Salary Schedule 20
Clerical/Technical/Technologist
Dollars Per Week

<u>Grade</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>
68	1,640.89	1,718.11	1,814.63	1,872.55	1,930.46
67	1,548.01	1,620.86	1,711.92	1,766.55	1,821.19
66	1,460.54	1,529.27	1,615.18	1,666.73	1,718.28
65	1,378.19	1,443.05	1,524.12	1,572.76	1,621.40
64	1,300.59	1,361.79	1,438.29	1,484.20	1,530.10
63	1,227.53	1,285.29	1,357.50	1,400.83	1,444.15
62	1,158.75	1,213.27	1,281.44	1,322.33	1,363.23
61	1,093.96	1,145.44	1,209.79	1,248.40	1,287.01
60	1,032.93	1,081.54	1,142.30	1,178.75	1,215.21
59	975.49	1,021.39	1,078.77	1,113.20	1,147.63
58	918.61	961.84	1,015.88	1,048.30	1,080.72
57	865.12	905.83	956.72	987.26	1,017.79
56	814.71	853.05	900.97	929.73	958.48
55	767.26	803.37	848.50	875.58	902.66
54	722.58	756.58	799.08	824.59	850.09
53	680.47	712.49	752.52	776.53	800.55
52	640.87	671.02	708.02	731.34	753.96
51	603.48	631.88	667.38	688.68	709.98

This schedule is applicable to positions established as having a 35, or 37-1/2 hour basic work week.

NOTE: All progressions shall be in accordance with Item 3 of Part A.

Compensation & Benefits
Effective: April 1, 2007

New Horizon System Solutions/
Power Workers' Union Collective Agreement
Salary Schedule 43
Merlot Help Desk
Dollars Per Week

<u>Grade</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>
68	1,875.30	1,963.55	2,073.87	2140.05	2,206.24
67	1,769.16	1,852.41	1,956.48	2,018.92	2,081.36
66	1,669.19	1,747.74	1,845.93	1,904.84	1,963.75
65	1,575.07	1,649.19	1,741.84	1,797.43	1,853.02
64	1,486.37	1,556.32	1,643.75	1,696.21	1,748.67
63	1,402.87	1,468.89	1,551.41	1,600.93	1,650.44
62	1,324.27	1,386.59	1,464.49	1,511.23	1,557.97
61	1,250.24	1,309.07	1,382.62	1,426.74	1,470.87
60	1,180.51	1,236.06	1305.50	1,347.17	1,388.83
59	1,114.83	1,167.30	1,232.88	1,272.22	1,311.57
58	1,049.84	1,099.25	1,161.00	1,198.06	1,235.11
57	988.70	1,035.23	1,093.39	1,128.28	1,163.18
56	931.10	974.91	1,029.69	1,062.55	1,095.41
55	876.87	918.13	969.71	1,000.66	1,031.61
54	825.80	864.66	913.24	942.38	971.53
53	777.67	814.27	860.02	887.46	914.91
52	732.43	766.90	809.98	835.83	861.68
51	689.69	722.15	762.72	787.06	811.40

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

NOTE: All progressions shall be in accordance with Item 3 of Part A.

Compensation & Benefits
Effective: April 1, 2007

New Horizon System Solutions/
Power Workers' Union Collective Agreement
Salary Schedule 73
Bargained Rate – Weekly Salaried Trades
Dollars Per Week

<u>Grade</u>	<u>Trade</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>
5	Handyperson*	775.00	992.83	1,094.63

NOTE: This schedule covers a 35-hour work week.

* Employees in this classification have bargained rates and are included in the Clerical Technical job evaluation.

Compensation & Benefits
Effective: April 1, 2007

New Horizon System Solutions/
Power Workers' Union Collective Agreement
Salary Schedule 86
Undergraduate University, Community College
And Associated Co-op Programs
Dollars Per Week

<u>Grade</u>		<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>
	<u>COMMUNITY COLLEGE STUDENTS</u>		1 st year	2 nd year	3 rd year		
21	Group 2 – Community College & Polytechnical	642.00	721.00	800.00			
			1 st or 2 nd term	3 rd term	4 th term	5 th term	
22	Group 3 – Community College & Polytechnical Co-op Programs	642.00	682.00	761.00	800.00		
	<u>UNIVERSITY STUDENTS</u>		1 st year	2 nd year	3 rd year	4 th year	
31	Group 4 - University	672.00	800.00	929.00	1057.00		
			2 nd term 4 or 8 mo	3 rd term 12 mo	4 th term 16 mo	5 th term 20 mo	6 th term 24 mo
32	Group 5 – University Co-op Programs	672.00	736.00	865.00	929.00	993.00	1057.00

NOTES:

1. This schedule is applicable to positions established as having a 35, 37-1/2, or 40 hour basic work-week.
2. Appropriate experience (other than previous summer work) can justify a higher rate that the academic year of the student in question
3. Students will normally be required to join CUPE 1000 within 15 days.
4. The grade and corresponding rate paid to the student is based on the academic term that the student has successfully completed, rather than actual work activities. The exceptions are:
 - a. Students who are hired into an hourly-rated position will be paid the applicable hourly rate.
 - b. When a student is place in a Clerical-Technical position for which a wage or salary grade has been established, the student shall be paid the rate for that position.
5. Allowance will be paid to a summer student in accordance with the normal practice for the setting in which the student works

Compensation & Benefits
Effective: April 1, 2007

New Horizon System Solutions/
Power Workers' Union Collective Agreement
Salary Schedule 87
Summer Student – Construction Clerical Employees
Dollars Per Week

<u>Grade</u>		<u>Step 1</u>
01	1 st year of employment	\$613.99
02	2 nd year of employment	\$667.38
03	3 rd year of employment	\$731.34
04	4 th year of employment	\$776.53

Notes:

1. Summer students may be used in clerical positions up to and including Salary Grade 55 at the appropriate "year of employment" level.
2. Students will be required to join CUPE 1000 within 15 days.
3. Special Project Allowance or Field Allowance will be paid to a Summer Student in accordance with the normal practice for the setting in which the student works.

Compensation & Benefits
Effective: April 1, 2007

New Horizon System Solutions/
Power Workers' Union Collective Agreement
Salary Schedule 20
Clerical/Technical/Technologist
Dollars Per Week

<u>Grade</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>
68	1,690.11	1,769.65	1,869.07	1,928.72	1,988.37
67	1,594.46	1,669.49	1,763.28	1,819.56	1,875.83
66	1,504.36	1,575.15	1,663.64	1,716.74	1,769.83
65	1,419.53	1,486.34	1,569.84	1,619.94	1,670.04
64	1,339.60	1,402.64	1,481.44	1,528.72	1,576.00
63	1,264.35	1,323.85	1,398.22	1,442.85	1,487.47
62	1,193.51	1,249.68	1,319.88	1,362.01	1,404.13
61	1,126.78	1,179.80	1,246.08	1,285.85	1,325.62
60	1,063.92	1,113.99	1,176.57	1,214.12	1,251.67
59	1,004.75	1,052.03	1,111.14	1,146.60	1,182.06
58	946.17	990.69	1,046.35	1,079.75	1,113.14
57	891.07	933.00	985.42	1,016.87	1,048.32
56	839.15	878.63	928.00	957.62	987.23
55	790.28	827.47	873.96	901.85	929.74
54	744.25	779.28	823.05	849.32	875.59
53	700.88	733.87	775.10	799.83	824.57
52	660.09	691.16	729.99	753.28	776.58
51	621.59	650.84	687.40	709.34	731.28

This schedule is applicable to positions established as having a 35, or 37-1/2 hour basic work week.

NOTE: All progressions shall be in accordance with Item 3 of Part A.

Compensation & Benefits
Effective: April 1, 2008

New Horizon System Solutions/
Power Workers' Union Collective Agreement
Salary Schedule 43
Merlot Help Desk
Dollars Per Week

<u>Grade</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>
68	1,931.57	2,022.46	2,136.08	2,204.26	2,272.43
67	1,822.23	1,907.98	2,015.17	2,079.49	2,143.80
66	1,719.26	1,800.17	1,901.30	1,961.98	2,022.66
65	1,622.32	1,698.66	1,794.09	1,851.35	1,908.61
64	1,530.96	1,603.01	1,693.06	1,747.10	1,801.13
63	1,444.96	1,512.96	1,597.95	1,648.95	1,699.95
62	1,364.00	1,428.19	1,508.43	1,556.57	1,604.71
61	1,287.75	1,348.35	1,424.10	1,469.55	1,515.00
60	1,215.92	1,273.14	1,344.66	1,387.58	1,430.49
59	1,148.28	1,202.32	1,269.86	1,310.39	1,350.92
58	1,081.34	1,132.22	1,195.83	1,234.00	1,272.16
57	1,018.37	1,066.29	1,126.20	1,162.14	1,198.08
56	959.03	1,004.16	1,060.57	1,094.42	1,128.27
55	903.18	945.68	998.81	1,030.68	1,062.56
54	850.58	890.61	940.64	970.66	1,000.68
53	801.01	838.70	885.82	914.09	942.36
52	754.40	789.90	834.28	860.90	887.53
51	710.38	743.81	785.60	810.67	835.74

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

NOTE: All progressions shall be in accordance with Item 3 of Part A.

Compensation & Benefits
Effective: April 1, 2008

New Horizon System Solutions/
Power Workers' Union Collective Agreement
Salary Schedule 73
Bargained Rate – Weekly Salaried Trades
Dollars Per Week

<u>Grade</u>	<u>Trade</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>
5	Handyperson*	798.25	1,022.62	1,127.47

NOTE: This schedule covers a 35-hour work week.

* Employees in this classification have bargained rates and are included in the Clerical Technical job evaluation.

Compensation & Benefits
Effective: April 1, 2008

New Horizon System Solutions/
Power Workers' Union Collective Agreement
Salary Schedule 86
Undergraduate University, Community College
And Associated Co-op Programs
Dollars Per Week

<u>Grade</u>		<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>
	<u>COMMUNITY COLLEGE STUDENTS</u>		1 st year	2 nd year	3 rd year		
21	Group 2 – Community College & Polytechnical	661.00	743.00	824.00			
			1 st or 2 nd term	3 rd term	4 th term	5 th term	
22	Group 3 – Community College & Polytechnical Co-op Programs	661.00	702.00	784.00	824.00		
	<u>UNIVERSITY STUDENTS</u>		1 st year	2 nd year	3 rd year	4 th year	
31	Group 4 - University	692.00	824.00	956.00	1,089.00		
			2 nd term 4 or 8 mo	3 rd term 12 mo	4 th term 16 mo	5 th term 20 mo	6 th term 24 mo
32	Group 5 – University Co-op Programs	692.00	758.00	890.00	956.00	1,023.00	
	1,089.00						

NOTES:

5. This schedule is applicable to positions established as having a 35, 37-1/2, or 40 hour basic work-week.
6. Appropriate experience (other than previous summer work) can justify a higher rate that the academic year of the student in question
7. Students will normally be required to join CUPE 1000 within 15 days.
8. The grade and corresponding rate paid to the student is based on the academic term that the student has successfully completed, rather than actual work activities. The exceptions are:
 - a. Students who are hired into an hourly-rated position will be paid the applicable hourly rate.
 - b. When a student is place in a Clerical-Technical position for which a wage or salary grade has been established, the student shall be paid the rate for that position.
5. Allowance will be paid to a summer student in accordance with the normal practice for the setting in which the student works

Compensation &
Benefits
Effective: April 1, 2008

New Horizon System Solutions/
Power Workers' Union Collective Agreement
Salary Schedule 87
Summer Student – Construction Clerical Employees
Dollars Per Week

<u>Grade</u>		<u>Step 1</u>
01	1 st year of employment	\$632.41
02	2 nd year of employment	\$687.40
03	3 rd year of employment	\$753.28
04	4 th year of employment	\$799.82

Notes:

4. Summer students may be used in clerical positions up to and including Salary Grade 55 at the appropriate "year of employment" level.
5. Students will be required to join CUPE 1000 within 15 days.
6. Special Project Allowance or Field Allowance will be paid to a Summer Student in accordance with the normal practice for the setting in which the student works.

Compensation & Benefits
Effective: April 1, 2008

New Horizon System Solutions/
Power Workers' Union Collective Agreement
Salary Schedule 20
Clerical/Technical/Technologist
Dollars Per Week

<u>Grade</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>
68	1,740.82	1,822.74	1,925.14	1,986.58	2,048.02
67	1,642.29	1,719.57	1,816.17	1,874.14	1,932.10
66	1,549.48	1,622.40	1,713.54	1,768.23	1,822.92
65	1,462.12	1,530.92	1,616.93	1,668.54	1,720.14
64	1,379.79	1,444.72	1,525.88	1574.58	1,623.28
63	1,302.28	1,363.56	1,440.16	1486.13	1,532.09
62	1,229.31	1,287.16	1,359.48	1,402.86	1,446.25
61	1,160.58	1,215.20	1,283.47	1,324.43	1,365.39
60	1,095.84	1,147.41	1,211.87	1,250.54	1,289.22
59	1,034.89	1,083.59	1,144.47	1,180.99	1,217.52
58	974.55	1,020.41	1,077.74	1,112.13	1,146.53
57	917.80	961.00	1,014.98	1,047.38	1,079.77
56	864.32	905.00	955.84	986.34	1,016.85
55	813.99	852.29	900.17	928.90	957.63
54	766.58	802.66	847.75	874.80	901.86
53	721.91	755.89	798.35	823.83	849.31
52	679.90	711.89	751.89	775.88	799.88
51	640.24	670.37	708.03	730.62	753.22

This schedule is applicable to positions established as having a 35, or 37-1/2 hour basic work week.

NOTE: All progressions shall be in accordance with Item 3 of Part A.

Compensation & Benefits
Effective: April 1, 2009

New Horizon System Solutions/
Power Workers' Union Collective Agreement
Salary Schedule 43
Merlot Help Desk
Dollars Per Week

<u>Grade</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>
68	1,989.51	2,083.13	2,200.16	2,270.38	2,340.60
67	1,876.89	1,965.22	2,075.62	2,141.87	2,208.11
66	1,770.84	1,854.17	1,958.34	2,020.84	2,083.34
65	1,670.99	1,749.62	1,847.92	1,906.89	1,965.87
64	1,576.89	1,651.09	1,743.85	1,799.51	1,855.16
63	1,488.31	1,558.35	1,645.89	1,698.42	1,750.95
62	1,404.92	1,471.04	1,553.68	1,603.26	1,652.85
61	1,326.38	1,388.80	1,466.82	1,513.64	1,560.45
60	1,252.39	1,311.33	1,385.00	1,429.20	1,473.40
59	1,182.73	1,238.39	1,307.96	1,349.71	1,391.45
58	1,113.77	1,166.18	1,231.70	1,271.01	1,310.32
57	1,048.92	1,098.28	1,159.98	1,197.00	1,234.02
56	987.80	1,034.29	1,092.39	1,127.26	1,162.12
55	930.27	974.04	1,028.77	1,061.60	1,094.44
54	876.10	917.32	968.86	999.78	1,030.70
53	825.04	863.86	912.39	941.51	970.63
52	777.04	813.60	859.31	886.74	914.16
51	731.69	766.12	809.16	834.99	860.81

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

NOTE: All progressions shall be in accordance with Item 3 of Part A.

Compensation & Benefits
Effective: April 1, 2009

New Horizon System Solutions/
Power Workers' Union Collective Agreement
Salary Schedule 73
Bargained Rate – Weekly Salaried Trades
Dollars Per Week

<u>Grade</u>	<u>Trade</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>
5	Handyperson*	822.19	1,053.30	1,161.29

NOTE: This schedule covers a 35-hour work week.

* Employees in this classification have bargained rates and are included in the Clerical Technical job evaluation.

Compensation & Benefits
Effective: April 1, 2009

New Horizon System Solutions/
Power Workers' Union Collective Agreement
Salary Schedule 86
Undergraduate University, Community College
And Associated Co-op Programs
Dollars Per Week

<u>Grade</u>		<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>
	<u>COMMUNITY COLLEGE STUDENTS</u>		1 st year	2 nd year	3 rd year		
21	Group 2 – Community College & Polytechnical	681.00	765.00	849.00			
			1 st or 2 nd term	3 rd term	4 th term	5 th term	
22	Group 3 – Community College & Polytechnical Co-op Programs	681.00	723.00	807.00	849.00		
	<u>UNIVERSITY STUDENTS</u>		1 st year	2 nd year	3 rd year	4 th year	
31	Group 4 - University	713.00	849.00	985.00	1122.00		
			2 nd term 4 or 8 mo	3 rd term 12 mo	4 th term 16 mo	5 th term 20 mo	6 th term 24 mo 7 th term 28 mo
32	Group 5 – University Co-op Programs	713.00	781.00	917.00	985.00	1054.00	1122.00

NOTES:

9. This schedule is applicable to positions established as having a 35, 37-1/2, or 40 hour basic work-week.
10. Appropriate experience (other than previous summer work) can justify a higher rate that the academic year of the student in question
11. Students will normally be required to join CUPE 1000 within 15 days.
12. The grade and corresponding rate paid to the student is based on the academic term that the student has successfully completed, rather than actual work activities. The exceptions are:
 - a. Students who are hired into an hourly-rated position will be paid the applicable hourly rate.
 - b. When a student is place in a Clerical-Technical position for which a wage or salary grade has been established, the student shall be paid the rate for that position.
5. Allowance will be paid to a summer student in accordance with the normal practice for the setting in which the student works

Compensation & Benefits
Effective: April 1, 2009

New Horizon System Solutions/
Power Workers' Union Collective Agreement
Salary Schedule 87
Summer Student – Construction Clerical Employees
Dollars Per Week

<u>Grade</u>		<u>Step 1</u>
01	1 st year of employment	\$651.38
02	2 nd year of employment	\$708.02
03	3 rd year of employment	\$775.88
04	4 th year of employment	\$823.81

Notes:

7. Summer students may be used in clerical positions up to and including Salary Grade 55 at the appropriate "year of employment" level.
8. Students will be required to join CUPE 1000 within 15 days.
9. Special Project Allowance or Field Allowance will be paid to a Summer Student in accordance with the normal practice for the setting in which the student works.

Compensation & Benefits
Effective: April 1, 2009

MID-TERM AGREEMENTS

Miscellaneous Agreements

<u>Original Date</u>	<u>Title</u>
12/06/99	Joint Agreement Processing of Inclusion/Exclusion Disputes
03/31/2000	Clarification of 'Allocation Process Between Ontario Hydro and the Power Workers Union' (LOU)
09/02/98	Allocation Process for the Power Workers Union
06/08/99	Power Workers Union Access to the Intranet and Email
01/14/99	LOU between Ontario Hydro and its Successors as Created by the Electricity Act of 1998 and the PWU
01/14/99	LOU between Ontario Hydro and its Successors as Created by the Electricity Act of 1998 and the PWU
03/07/2002	On Call Intent Document Sabbatical Intent Document

Mid Term Agreements

Mid -Term Number	Title	Date	Original Number
NH-MT-0001	Information Management Facilities Central Computing Services Shift Work - Weekends	03/02/88	R-108-1
NH-MT-0002	Alternate Working Arrangements	09/13/94	R-186
NH-MT-0003 OBSOLETE	MRAW - T. Jackson - Computer Operator B Information Technology Services Attachment to R-230 - Duties of the "Specially" Created Position	06/04/97	R-230
NH-MT-0004	Processing of Waiver Requests	07/15/68	PW-1-1
NH-MT-0005	Contracting Out	01/20/59	PW-2
NH-MT-0006	Late Applications	05/02/74	PW-4
NH-MT-0007	Future Agency Employees	04/13/81	PW-12-1

NH-MT-0008	Provision of French Language Services	05/05/89	PW-32
NH-MT-0009	Wage Schedules 86 and 89	08/22/88	PW-34
NH-MT-0010	Secondary School Student Cooperative Education Program	06/13/91	PW-44
NH-MT-0011	Pay Equity Plan Supplemental Agreement	10/08/91	PW-45-1
NH-MT-0012	Purchases Services	11/14/91	PW-46-1
NH-MT-0013	Surplus Female Employees on Pregnancy/ Parental Leave	11/10/92	PW-49-1
NH-MT-0016	Article 11 – Questions and Answers	02/20/95	PW-67
NH-MT-0017	Freedom of Information	09/24/99	PW-69
NH-MT-0019	Establishment of a Tri-Partite Diversity Team Attachment #1 – Terms of Reference	11/18/99	GEN-PW-1000
NH-MT-0020	CAP Gemini New Business Ventures Addition Work Opportunities for New Horizon		
NH-MT-0021	Merlot Held Desk Agent – Shift Work	07/22/02	
OBSOLETE			
NH-MT-0022	Merlot Help Desk – Revisions to Statutory Holidays	07/11/02	
OBSOLETE			
NH-MT-0023	Movement of Staff between New Horizon System Solutions and Inergi	09/19/02	
NH-MT-0024	Implications re Article 11 in Inergi	03/30/04	

JOINT AGREEMENT

BETWEEN:

THE POWER WORKERS' UNION ("THE PWU")

-and-

ONTARIO POWER GENERATION INC. ("OPGI") - NON-NUCLEAR

-on the-

PROCESSING OF INCLUSION/EXCLUSION DISPUTES

1. If there is no resolution at the appropriate GRB, or if it is jointly agreed to proceed directly to arbitration without being heard at a GRB, grievances with respect to inclusion or exclusion in or from the PWU bargaining unit, filed by the PWU, which do not involve another Union, shall be referred to the expedited arbitration process described herein.
2. The referral shall be made by the union delivering a brief to management setting out the facts and evidence on which it relies. Management shall deliver a responding brief within 30 days thereafter, and the union may file a reply brief within a further 10 days after receipt of the responding brief.
3. If a party does not deliver its brief within these time lines, it may only file its brief and lead evidence at arbitration with leave of the arbitrator, on such terms as the arbitrator may impose.
4. Arbitrations will be held in an expedited med/arb format. The arbitrators will be selected from the following group:

Jules Bloch
Gerald Charney
Robert Herman

5. This roster of arbitrators will be reviewed by the parties every year that this agreement continues. Prehearing issues may be referred to Jules Bloch or his designate for resolution.

6. Arbitrations will be based primarily on written briefs, which are *prima facie* evidence of the truth of their contents. Oral evidence will be limited to matters on which the arbitrator so directs, and no party shall introduce oral evidence of matters that are not contained in their brief, except with leave of the arbitrator. Prior settlements made without prejudice and without precedent shall not be determinative of any grievance.
7. In addition to jurisdiction under the collective agreement under which the dispute was filed, the arbitrator shall have the jurisdiction set out in s.99 of the *Labour Relations Act, 1995*, except the arbitrator shall not have power to alter the bargaining unit defined in the collective agreement, or otherwise amend the collective agreement.
8. Arbitration awards will be precedent setting.
9. Either party may withdraw from this agreement on six months notice to the other party.

Brian Story

Chris Dassios

Ontario Power Generation Inc. Non-Nuclear

POWER WORKERS' UNION

November 18, 1999

December 6, 1999

DATE

DATE

The effective date of this agreement is 12/06/99.

Miscellaneous Agreement

Letter of Understanding - Clarification of 'Allocation Process Between Ontario Hydro and the Power Workers' Union'

March 31, 2000

The following shall serve as a clarification and interpretation of paragraph 3 item 3 of the September 2, 1998 'Allocation Process as agreed to between Ontario Hydro and the Power Workers' Union'.

Definitions

Service Recipient	- Company receiving the service
Service Provider	- Company providing the service
Work	- the work that is being provided or received
No Work	- the work that is not available or no longer required to be performed

When a service arrangement is terminated employees shall be transferred as follows:

1. If the service recipient has work available for the employees providing the work and the service provider has no work for the employees providing the work, then the number of employees providing the work, in accordance with the previously agreed to FTE's, will be transferred on a Senior choice - Junior force basis.
2. If the service recipient has work available for the employees providing the work and the service provider has work available for the employees providing the work, then the number of employees providing the work, in accordance with the previously agreed to FTE's, will be transferred on a Senior choice basis. However no employees will be forced as they will be allowed to remain with the service provider.
3. If the service recipient has no work available for the employees providing the work and the service provider has work available for the employees providing the work, then the number of employees providing the work, in accordance with the previously agreed to FTE's, will be transferred on a Senior choice basis. However no employees will be forced as they will be allowed to remain with the service provider.
4. If the service recipient has no work available for the employees providing the work and the service provider has no work available for the employees providing the work, then the number of employees providing the work, in accordance with the previously agreed to FTE's, will be transferred on a Senior choice - Junior force basis.
5. If the service recipient has work available but with less FTE's than the service provider allocated and the service provider has no work available for the employees providing the work, then the number of employees providing the work, in accordance with the previously agreed to FTE's, will be transferred on a Senior choice - Junior force basis.
6. If the service recipient has work available but with less FTE's than the service provider allocated and the service provider has work available but with less FTE's than allocated to the service

recipient, then the number of employees providing the work, in accordance with the previously agreed to FTE's, will be transferred on a Senior choice - Junior force basis. However employees will be allowed to choose to remain with the service provider up to the number of positions for the work available.

The following is a graphic illustration of the above:

	<u>Service Recipient</u>	<u>Service Provider</u>
1.	Work Available Senior Choice - Junior Force	No work available for allocated staff
2.	Work Available Senior Choice - No Force	Work available for allocated staff
3.	No Work Available Senior Choice - No Force	Work available for allocated staff
4.	No Work Available Senior Choice - Junior Force	No Work Available
5.	Work available for less than full number allocated (e.g. 2 positions out of 4) Senior Choice - Junior Force	No work available for allocated staff
6.	Work available for less than full number allocated (e.g. 2 positions out of 4) Senior Choice - Junior Force Up to the number of positions available in Service provider may choose to stay with service provider (e.g. . 2 positions)	Work available for less than full number allocated (e.g. 2 positions out of 4)

Brian Story
Vice President, Labour Relations
Ontario Power Generation Inc.

Dwaine Eamer
President & CEO
Electrical Safety Authority

Steve Strome
Vice President, Labour Relations
Ontario Hydro Services Company

John Murphy
President
Power Workers' Union

Norm Thomas
Director, Human Resources
Independent Electricity Market Operator

Ontario Power Generation Inc. Nuclear

POWER WORKERS' UNION

March 31, 2000

March 31, 2000

DATE

DATE

The effective date of this agreement is 03/31/2000.

Miscellaneous Agreement

Allocation Process for the Power Workers' Union

General Principles

September 2, 1998

The allocation of employees represented by the Power Workers' Union among the successor companies/bargaining units enumerated under Mr. Teplitsky's June 15, 1998 mediation/arbitration award is scheduled for completion by September 1, 1998. To facilitate this process, we have developed the following principles:

1. The allocation process will not be a downsizing exercise. All employees will be allocated to Ontario Hydro or a successor company/bargaining unit.
2. Management will identify the number of employees that will be allocated to each company/bargaining unit.
3. When management identifies that employees will not be allocated between or among companies/bargaining units, the employees will remain with their company/bargaining unit.

If management determines that one company/bargaining unit will continue to provide a service to one or more successor companies/bargaining units, the number of FTE's required to provide that service will be identified although the employees will remain with the company/bargaining unit providing the service.

If the service arrangement is terminated, the number of employees equivalent to the number of FTE's identified above will be allocated to the company/bargaining unit to which the service had been provided. The employees that would be transferred in this instance will be transferred on a "senior choice junior force" basis by classification. In addition, these employees will be given the opportunity to remain with the company/bargaining unit that had been providing the service.

4. When employees are to be allocated between or among successor companies/bargaining units the following rules will apply:
 - * Where a group of employees are to be allocated to more than one company/bargaining unit, the employees in that group will be given an opportunity to declare their preference for employment and will be allocated on a "senior choice, junior force" basis by classification. The employees will be given 3 working days to declare their preference for employment.
 - * If the application of the above reduces the capability in a given unit or classification below that required for the effective continued operation or causes serious adverse impact on an individual, the parties will meet to determine what, if any, adjustments should be made.
5. Disputes over allocation will be referred to Mr. Martin Teplitsky for resolution within 5 working days from the date the employee has received notification of his/her allocation. Mr. Martin Teplitsky shall have the authority of an arbitrator under the Ontario Labour Relations Act and the Canada Labour Code to resolve disputes pertaining to the application of the rules noted under this paragraph. The normal grievance procedure will not apply and the parties will cooperate to have matters referred and resolved expeditiously. Mr. Teplitsky shall determine procedure.

ONTARIO HYDRO

POWER WORKERS' UNION

DATE

DATE

Miscellaneous Agreement

Power Workers' Union Access to the Intranet and Email

Memorandum of Understanding

Background

The Head Office of the Power Workers Union (PWU) is currently unable to access the intranet and internal email system currently shared by Ontario Power Generation and Ontario Hydro Services Company (Successor Companies). This is because the PWU Head Office on Eglinton Avenue is located outside of the "firewall". The firewall prevents any external access to the Successor Companies' internal electronic network, including the intranet and internal email.

The Successor Companies would like to provide the PWU the means to access its intranet, while ensuring security and integrity of the company's information technology network. This Memorandum of Understanding proposes how that access can be provided, and the principles governing that access.

Proposed Access

The Successor Companies propose the PWU be provided with one Citrix, password-activated dial-up account to enable their access to the intranet.

As part of this network access, the PWU will be able to send and receive email on the company's internal email system. In respect to sending email, the PWU could do so directly to any staff listed on the internal e-mail Global Address List.

In respect to receiving email, the PWU will be given a separate mailbox on the Successor Companies' internal email network. Successor Company staff who do not have internet email privileges could thereby email the PWU internal mailbox, which could then be accessed periodically by the PWU.

Governing Principles

1. Ontario Power Generation will fund the provision of this service to a maximum \$1,000 (the fully estimated cost of providing the service). In the event there are any additional costs associated with service provision, Ontario Power Generation will alert the PWU, which can decide at that time to cover the additional cost or discontinue the service.
2. The privileges associated with Citrix dial-up accounts provided to the PWU will be limited to those required for intranet and e-mail and not include privileges such as network tools normally available via Citrix.

Ontario Power Generation will provide the Citrix client software. The PWU will install this software on one stand-alone personal computer (PC) located at its Head Office. A stand-alone personal computer means that the PC on which the Citrix dial-up software is installed is not connected at any time to any other computers (servers or workstations) or any networks (Local Area Networks [LANs], Wide Area Networks [WANs] or the Internet).

3. A unique password for the PWU will be required to access to the intranet via their dial-up accounts. This password is for the exclusive use of the designated PWU users of their account. The passwords are not to be shared with other PWU members, or provided to any other individuals.

4. Information accessed on the Successor Companies' intranet is for information purposes, and business between the PWU and the Successor Companies. Information accessed is not to be reproduced, or republished on any other medium (e.g., the internet, advertising, printed publications) without permission of the Successor Companies.
5. Ontario Power Generation automatically records the date, time and duration of all Citrix dial-up sessions for the purposes of reviewing appropriate and secure use of Citrix dial-up accounts. Ontario Power Generation has the ability to view the content of all messages or attachments within the corporate e-mail system and reserves the right to view the content of any message or attachment for the purposes of ensuring appropriate use of corporate resources.
6. This memorandum only applies to the existing intranet and email network currently shared by the Successor Companies. Because both companies will, at some point, have stand-alone, completely separate networks, separate memorandums on this subject will need to be prepared and agreed to by OHSC and the PWU; and Ontario Power Generation and the PWU.

OPGI & OHSC

POWER WORKERS' UNION

DATE

DATE

The effective date of this agreement is 06/08/99.

Miscellaneous Agreement

Letter of Understanding Between Ontario Hydro and its Successors as Created by the Electricity Act of 1998 and The Power Workers' Union

LETTER OF UNDERSTANDING
BETWEEN
ONTARIO HYDRO AND ITS SUCCESSORS
AS CREATED BY THE ELECTRICITY ACT OF 1998
AND
THE POWER WORKERS' UNION

With respect to the demerger of Ontario Hydro and the creation of the successor Collective Agreements with the PWU, the intent of the parties is to reflect the status quo in the new Collective Agreements. It is also recognized that some amendments have been made to the Collective Agreements in this process.

In recognition of the fact that amendments may have been made to the successor Collective Agreements without full knowledge of their potential impact, the parties agree there may be a need to re-visit some of the changes that have been made. Each party, therefore, will identify to the other, at least 3 months prior to the next round of negotiations, any items, other than those contained in the Arbitrated Settlement of 1998, that have been revised, amended, deleted or added during this process, that they wish to re-visit. The matter will then be dealt with at negotiations.

Steve Strome

Peter Kelly

Management

POWER WORKERS' UNION

January 14, 1999

January 14, 1999

DATE

DATE

The effective date of this agreement is 01/14/99.

Miscellaneous Agreement

Letter of Understanding Between Ontario Hydro and its Successors as Created by the Electricity Act of 1998 and The Power Workers' Union

With respect to the demerger of Ontario Hydro and the creation of the successor Collective Agreements with the PWU, it is recognized by the parties that the Mid-Terms and Negotiated Policies and Practices that existed as of the effective date of the new Collective Agreements, shall continue to apply where applicable to the new successor companies. The parties further agree to jointly review the Mid-Terms and Negotiated Policies and Practices and revise, delete or amend them as may be required as a result of the demerger.

Steve Strome

Peter Kelly

Management

POWER WORKERS' UNION

January 14, 1999

January 14, 1999

DATE

DATE

The effective date of this agreement is 01/14/99.

On-Call Intent Document – Effective April 1, 2002

1. A weekly schedule, Thursday to Wednesday, will be prepared for employees who volunteer to participate in this program. Employees will rotate through this weekly schedule on a continuous basis.
2. When an employee is required to report to a work site, overtime will be calculated from the time an employee receives a call to the time an employee either returns home upon finishing a call or begins his/her regular workday. The minimum time paid for a call that requires work site presence will be 4 hours at the appropriate overtime rate. This provision supersedes PWU Collective Agreement Part B, Item 4.3 Overtime and Item 4.4 Minimum Payments-Overtime.
3. When an employee is called and not required to report to a work site, he/she will be paid a minimum of one hour at the appropriate overtime rate. It is agreed that a trouble call may be comprised of a series of phone calls in the first hour, in which case payment will be based on the actual time accumulated for the first one hour, the minimum being one hour. This provision supersedes PWU Collective Agreement Part B, Item 4.3 Overtime and Item 4.4 Minimum Payments-Overtime.
4. An employee on call is allowed up to 2 hours to report to the work site.
5. Overtime rates will be calculated as follows:

The first 4 hours after normal quitting time is 1.5 times the base rate. Anything after the first 4 hours after quitting times is 2 times the base rate. On weekends and holidays it will be 2 times the base rate. (Examples)

Example 1:

Quitting time is 4:30 pm. The on-call employee gets a call at 6:00 pm. and works until 11:00 pm.

Overtime calculated:

6:00 – 8:30 @ 1.5 times base rate

8:30 – 11:00 @ 2.0 times base rate

Example 2:

Quitting time is 4:30 pm. The on-call employee gets a call at 8:30 pm. and works until 11:00 pm.

Overtime calculated:

8:30 – 11:00 @ 2.0 times base rate

6. ***It is agreed that if this local agreement is not meeting the requirements of either the employee or the clients, it will be reviewed and adjusted as required in conjunction with the Chief Steward and local management.***

Peter Kelly
Power Workers' Union

Barbara Keenan
New Horizon System Solutions

Date

Sabbatical Intent Document – Effective April 1, 2002

1. All PWU employees may apply for sabbaticals.
 - Approval for the sabbatical must be at the director level and no reasonable request will be denied.
 - Application must be made 60 days prior to the payroll deduction start date.
 - If for any reason during the plan the employee wishes to cancel, there will be a 90 day adjustment period before the employees pay returns to the normal 100%.
 - An employee can apply only once in any given year.
 - Once an employee starts their 5th year they will be unable to opt out of the plan.
2. Each employee permitted to participate in this sabbatical plan shall enter into an agreement with New Horizon
 - In each of the first four years of the plan following approval, the employee shall be paid 80% of salary and allowances to which the employee is entitled.
 - The remaining 20% of such salary and allowances shall be retained by New Horizons and accumulated with interest credited thereon at the rate payable from time to time by the bank on a daily interest savings account and compounded annually.
 - The leave of absence shall commence during the fifth year
3. During the year of leave New Horizons shall.
 - Pay the employee bi-weekly, from all the funds accumulated and interest earned.
 - Pay that portion of the premiums payable for the benefit plans and pension plan it would have paid if the employee were not on leave.

During the year employee shall

- The employee shall pay that portion of the premiums payable for such benefit plans and pension plan which the employee would have paid if that employee were not on leave.
4. Additional Entitlements
 - During the leave the employee's service and seniority shall accumulate.
 - Subject to any other provisions in the collective agreement the employee shall return to the position and location held prior to the leave.
 - Employees on pregnancy/parental leave, or assignment outside Ontario or approved leaves of absence, vacation, sick leave will be subject to the Article 11 process and will 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.
 - The employee shall not be entitled to any sick leave credit or vacation entitlements during the period of such leave but on the employee's return from leave shall be entitled to any unused sick leave credits accumulated prior to taking such leave.

Barb Keenan
New Horizon System Solutions

Peter Kelly
Power Workers' Union

Date

Mid-Term Agreement

Number: NH-MT-0001

Original: R-108-1

Original Date: 03/02/88

Revision Dates: 08/02/94

Last Revised: 08/02/94

Obsolete Date:

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

Information Management Facilities Central Computing Services Shift Work - Weekends

1. This Mid-Term is only applicable to the classifications listed below:

- *Senior Computer Operator - IBM (Occupation Code 080301)*
- *Computer Operator 'A' - (Occupation Code 080023)*
- *Computer Operator 'B' - (Occupation Code 080006)*
- *Computer Operator 'C' - (Occupation Code 080032)*
- *Production Expediter - (Occupation Code 128028)*

2. For the purpose of this Mid-Term, the following provisions will apply:

2.1 The Normal Work Schedule will be:

i) Monday to Friday:

Days: 08:00 to 16:00
Evenings: 16:00 to 24:00
Nights: 24:00 to 08:00

ii) Saturday and Sunday:

Nights: 24:00 to 12:00
Evenings: 12:00 to 24:00

The team that is completing their night shift cycle (Monday to Friday) will be scheduled to provide coverage for the weekend (both shifts on Saturday and Sunday).

2.2 The schedule will provide for a minimum of two shifts (16 hours) off between shifts which occur Monday to Friday. The schedule will provide for a minimum of 12 hours off between shifts which occur on Saturday and Sunday.

2.3 Shift differential will be paid only as per the Collective Agreement, i.e., specifically for the hours 16:00 to 24:00 and 00:00 to 08:00.

2.4 "One day's notice" shall mean 24 hours.

- 2.5 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 (one or five hours).
- 3.0 Except for changes as identified in this Mid-Term Agreement, all other provisions of the Collective Agreement and working conditions will remain unchanged.
- 4.0 This Mid-Term Agreement may be cancelled by Ontario Hydro without notice or penalty if considered to have adverse impact upon staff safety.
- 5.0 This Mid-Term Agreement may be cancelled for any reason by either Ontario Hydro or the Ontario Employee's Union, upon one month's written notice prior to the beginning of the upcoming schedule.
- 6.0 The provision of this Mid-Term shall be implemented as soon as possible, considering the posting requirements, following approval by the parties.

ONTARIO HYDRO

POWER WORKERS' UNION

DATE

The effective date of this mid-term is August 2, 1994. (date of signature)

The bring forward date of this mid-term is .

Mid-Term Agreement

Number: NH-MT-0002

Original: R-186

Original Date: 09/13/94

Revision Dates:

Last Revised:

Obsolete Date:

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

Alternate Working Arrangements

SCOPE

This Mid-Term establishes the principles and working conditions for a pilot project on telework **where an employee** would perform work at home rather than at Head Office. At the end of the pilot project, an assessment regarding the feasibility of this arrangement will be made.

BASIC PRINCIPLES

- 1.0 The employee will be saving travel time and associated expenses. Management will incur some increased costs. The parties agree to enter into this arrangement with the expectation that there will be an appropriate increase in productivity beyond the current level. Both the employee and Ontario Hydro are expected to gain from this work arrangement.
- 2.0 The individual employee has initiated this request and Management retains the right to use its discretion to allow or disallow any such arrangement in the future.
- 3.0 The nature of the work being performed is conducive to the work being performed from the employee's home.
- 4.0 The employee has been assessed as suitable for this type of work arrangement.
- 5.0 Any changes in job responsibility that result from the employee working at home will not affect the evaluation or the rate for the job being performed.
- 6.0 There will be flexibility regarding hours of work outside of pre-determined core hours.

WORKING CONDITIONS

The employee is allowed to perform her job duties from her home subject to the following:

- 1.0 The pilot project ~~applies to Carol Aceto, only,~~ and is not a work arrangement that is available to any other CUPE represented employee at this time.
- 2.0 This pilot project will commence on a date agreed to by the employee, her Manager and her Director. It will last for a period of six to twelve months from this date.
- 3.0 Ontario Hydro will provide the equipment necessary to do the job for the duration of the pilot project. When the pilot project and/or work arrangement is terminated, the equipment will be returned to Ontario Hydro.

Ontario Hydro will compensate the employee for telephone expenses incurred in the course of performing Ontario Hydro's business from her home.

- 4.0 The employee will be responsible for ensuring that the work completed meets the productivity gains expected from this work arrangement.

The establishment of the expected productivity gain will take into consideration the cost of setting up this work arrangement and the benefits derived from the arrangement. These indicators will relate performance to customer satisfaction and will be monitored to track productivity improvements. Monitoring will be done on a minimum of a monthly basis. It will be the employee's responsibility to provide her Manager with performance reports in the normal manner.

Before the pilot project commences, the employee, employee's Union representative and her Manager will identify core hours of work suitable for the type of work being performed.

Pre-approval of overtime must be obtained from her Manager should overtime be necessary.

- 5.0 The employee's regular work headquarters will continue to be Head Office. The employee will return to her regular work headquarters at the end of the pilot project and/or work arrangement, and will be designated as Head Office Classification for the purposes of Article 11 should the need arise.

- 6.0 Regardless of where the employee's home is located (i.e. inside or outside her residence headquarters), travel from home to Head Office will not be considered compensable. Other business travel (e.g. to suppliers) will be compensated in accordance with the collective agreement.
- 7.0 The employee will be expected to attend meetings, seminars, training courses, etc. at Head Office as required by management.
- 8.0 The employee will not be entitled to the provisions of Part D, Item 5.0, Provision of Meals, while working at home.
- 9.0 Time reporting in the normal manner will be the responsibility of the employee.
- 10.0 Ontario Hydro will ensure that the employee receives safety training in relation to operating equipment from her home. Ontario Hydro requires limited access to the employees' home for maintenance and checks of Hydro equipment and delivery of materials. Such access will be arranged, in advance, by the employee and her Supervisor.
- 11.0 A review of the pilot project will be done every three months. A report of these reviews will be provided to the Manager, Data and Production Services.
- 12.0 One month prior to the end of the pilot project, an assessment involving management, CUPE Local 1000 representative(s), will be made. A report of this assessment will be provided to the Director, Information Systems, Staff Relations Division and Cupe Local 1000 Executive. The success of this project does not guarantee a continuation or expansion of this project.
- 13.0 This pilot project and/or work arrangement shall have a minimum duration of six months. After the six month trial period it may be cancelled by either party on two weeks' written notice. This Mid-Term Agreement will automatically terminate one year after coming into effect.

ONTARIO HYDRO

POWER WORKERS' UNION

DATE

The effective date of this mid-term is September 13, 1994. (date of signature)

The bring forward date of this mid-term is .

Mid-Term Agreement

Number: NH-MT-0003

Original: R-230

Original Date: 06/04/97

Revision Dates:

Last Revised:

Obsolete Date: 02/26/08

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

MRAW - T. Jackson - Computer Operator B Information Technology Services

It is acknowledged that this Mid-Term Agreement is established in consideration of the special circumstances concerning only the named employee and shall not be considered to set a precedent.

The rate(s) for this position shall be the same as Grade 59, Wage Schedule 20.

Mr. Tim Jackson, who has been declared medically restricted at work (MRAW), is unable to perform the duties of Operator B and upon review "special" duties have been established. These "special" duties form part of a rehabilitation plan, are identified in the documentation attached, and come into effect May 29, 1997.

The incumbent, Mr. Jackson, shall be covered by these "special duties", which form part of this Mid-Term Agreement.

It is further acknowledged that this "specially" created position applies only to Mr. Jackson and will cease to exist if the incumbent vacates the position.

The normal work week for Mr. Jackson shall be 35 hours per week, consisting of five days of seven hours (not before 7:00 a.m. and not later than 6:00 p.m.) Monday to Friday inclusive.

ONTARIO HYDRO

POWER WORKERS' UNION

DATE

The effective date of this mid-term is June 27, 1997. (date of signature)

Attachment to NH-MT-0003 (R-230)

Duties of the "Specially" Created Position

The following duties have been packaged consistent with Mr. Jackson's skills and abilities as determined by vocational assessment results. A period of 6 to 9 months has been determined the time required for Mr. Jackson to learn and adjust to the requirements/duties of the "specially" created position which is effective May 29, 1997.

1. Issuing new IP Numbers for new sub-nets. Created new IP (Internet Protocol) address sub-net numbers on the ARS (Action Request System) "IP Address Master List" schema (see Procedure 1, for details).
2. Processing routine requests for IP numbers: check IP Address request file on file server and e-mail box for new IP Address requests for processing (see Procedure 2 for details).
3. Assign IP address for user PC's (personal computers), workstations, servers and other network devices (see Procedure 3, for details).
4. Create IP records relating to the HWAN & BESWAN system drawings (see Procedure 4 for details).
5. Assign, recycle and update the IP addresses for users moving to new locations (see Procedure 2 for details).
6. Handle inquiries and questions relating to IP Addressing from LAN (Local Area Network). Administer groups or individual users. Inquiries are received by telephone, e-mail or personal visit (see Procedure 6 for details).
7. When requested, provide information to ITMC when they are investigating IP Address conflict service requests (see Procedure 7 for details).
8. Review (IP address) records to identify those with invalid or incomplete network interface card addresses (MAC). Verify and update the network interface card addresses (MAC) for those records with the correct information (see Procedure 8 for details).
9. Update the following lists: IP sub-net, server IPX, HWAN contact list and HWAN drawing list, EXCEL spreadsheets (see Procedure 9 for details).
10. Check RM&A e-mail box and process any messages relating to IP addressing that are received (see Procedure 10 for details).
11. Check server list to assure that the file server TD-NCS-FS1 is up and operating correctly (see Procedure 11 for details).

12. Monitor IP sub-net usage and request expansion IP sub-nets before the available IP numbers of a sub-net have run out (see Procedure 12 for details).
13. Periodically (quarterly) review IP address records with established client contacts, if necessary update IP address records as required.
14. Photocopying, filing, labelling, and tabbing (see Procedure 14 for details).
15. Book conference rooms by calling the Information System Help Desk at extension 4357 (see Procedure 15 for details).
16. Network diagram filing, copying and distribution (see Procedure 16 for details).
17. Replenish toner and paper supply for photocopier and printers (see Procedure 17 for details).
18. Unpack office supplies and put away into cabinets (see Procedure 18 for details).

Mid-Term Agreement

Number: NH-MT-0004

Original: PW-1-1

Original Date: 07/15/68

Revision Dates:

Last Revised: 11/30/88

Obsolete Date:

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

Processing Of Waiver Requests

It is agreed that the following procedure shall apply for the Processing of Requests for Waiver of Posting and/or appointment.

- a) Requests shall be simultaneously forwarded by the Personnel Office to the Labour Relations Department and to the Divisional Chairman of the Union.
- b) The request itself will include all of the pertinent details including, where necessary, names, positions, salary grades, E.C.D.'s, compassionate reasons, etc.
- c) Upon receipt of such a request, the Labour Relations Department will immediately ensure that it is valid and expedite it through to the Union Office and Staffing Department.
- d) The Union Office will promptly contact the Chairman and Chief Steward involved in order to assess the merits of the request.
- e) The Union Office will advise the Labour Relations Department by telephone of the decision, who in turn will verbally pass on the answer to the Personnel Officer involved. Confirmations in writing will follow as soon as possible.

ONTARIO HYDRO

POWER WORKERS' UNION

DATE

The effective date of this mid-term is November 30, 1988. (date of signature)

Mid-Term Agreement

Number: NH-MT-0005

Original: PW-2

Original Date: 01/20/59

Revision Dates:

Last Revised: 07/18/68

Obsolete Date:

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

Contracting Out

It is agreed that the following letter will be the Commission's policy on Contracting Out.

"This letter is being written to confirm the Commission's policy with regard to the performance of work done with our employees who are members of your Union.

It is recognized that at times, and for varying reasons, it is not considered practicable or advisable for certain work to be performed by our own staff. As in the past, the Commission must, therefore, reserve the right to decide how and by whom any work is to be performed and this letter is not to be regarded as affecting that right. Aside from such considerations, however, and providing we have the necessary facilities and equipment and can perform the work required with our own work force in a manner that is competitive, in cost and quality, and within the projected time limits, it is our intention and desire to keep such work within the Commission, so as to avoid lay-off of our employees as far as possible."

ONTARIO HYDRO

POWER WORKERS' UNION

DATE

The effective date of this mid-term is July 18, 1968. (date of signature)

Mid-Term Agreement

Number: NH-MT-0006

Original: PW-4

Original Date: 05/02/74

Revision Dates:

Last Revised:

Obsolete Date:

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

Late Applications

A "list of applicants" containing the names of the employees who have applied for a vacancy prior to the closing date, is prepared by the Personnel Officer in the advertising location. One copy of this list is forwarded to the Union Office. The following procedure will apply in handling late applications.

- (1) All applications dated or submitted to Supervisors subsequent to the indicated closing date on the vacancy notice shall be considered late applications.
- (2) The Personnel Officer of the late applicant shall determine (a) if the advertised position is still vacant, and (b) if the advertising location wish to consider the late applicant. Where (b) applies, the application shall be forwarded to the Personnel Officer at the advertising location, together with a letter outlining in some detail conditions occasioning the late applications and offering an opinion as to its justification.
- (3) The Personnel Officer at the advertising location shall forward a copy of the late application to the Industrial Labour Relations Department with a covering memorandum requesting that the Union's concurrence be sought.
- (4) Labour Relations shall forward the late application and memorandum to the Union Office, requesting their consideration.
- (5) The Union Office shall advise Labour Relations with as much expedience as possible as to whether or not the late applicant may be considered.

ONTARIO HYDRO

POWER WORKERS' UNION

DATE

The effective date of this mid-term is May 2, 1974. (date of signature)

Mid-Term Agreement

Number: NH-MT-0007

Original: PW-12-1

Original Date: 04/13/81

Revision Dates:

Last Revised: 11/14/84

Obsolete Date:

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

Future Agency Employees

1. Short-term manpower requirements will be met by hiring temporary employees whenever practical. It is recognized, however, that there will be situations where there may be a need for the use of agency staff. For example, when the need is immediate or when the expected term of employment is very short.
2. When the skill level required is not available on a temporary basis it may be neither practical nor possible to hire temporary employees. In such cases agency staff may be utilized for a period not to exceed 12 months except where an extension is agreed to by the Divisional Chairman.
3. Whenever an agency person is contracted the department will advise the appropriate Divisional Chairman.
4. The number of agency drafting staff in each Drawing Production Office of the Design and Development Division will not exceed 25% of the regular drafting staff complement in that office.

ONTARIO HYDRO

POWER WORKERS' UNION

DATE

The effective date of this mid-term is November 14, 1984. (date of signature)

Mid-Term Agreement

Number: NH-MT-0008

Original: PW-32

Original Date: 05/05/89

Revision Dates:

Last Revised:

Obsolete Date:

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

Provision Of French Language Services

This Mid-Term Agreement is intended to amend the Collective Agreement to permit compliance with the French Language Services Act, 1986.

1. Designated Positions

Ontario Hydro will designate positions that require French language capability, to the extent required by the Act. Ontario Hydro shall determine the actual number of positions to be designated and which positions will be designated. The designated OHEU positions (classifications) are attached as Appendix A. It is understood that it may not be necessary to fill all of the designated positions (classifications) in Appendix A.

Changes to Appendix A require joint agreement between the local Contact Supervisor/Human Resources Manager and the Divisional Chairperson. Whenever a change is made to Appendix A, the Contact Supervisor/Human Resources Manager will provide written notification of the addition to the Manager, Staffing Department, the OHEU Union Office and the Industrial Labour Relations Department (ILRD). On each anniversary of the signing of this Mid-Term the Manager, Staffing Department will issue an up-to-date version of Appendix A to the Union Office and ILRD. A position can only be removed from, or modified on, Appendix A when it is vacant.

2. Job Security

The implementation of French language services will not result in any declarations of surplus, layoffs, displacements, forced geographical relocations or financial losses.

3. Training

Ontario Hydro will not impose any mandatory training for the purpose of complying with the Act. Any person wishing to take optional external training to obtain French language capability will be provided 100% financial support, so long as the request is in accordance with the Personnel Policy and Procedure - Extramural Training. In "locations" where extramural training in French is not available, Ontario Hydro will provide, at no cost to the employee(s), self-paced learning packages in order to assist interested staff to become qualified in French.

4. Posting and Selection

French language capability is deemed to be a legitimate selection criterion, in addition to the normal selection criteria, for officially designated positions. The job documents for designated positions (classifications) will not be amended to include French language proficiency as a duty and/or evaluation factor.

A notice of posting for a designated position will contain the following wording:

"This position requires the ability to communicate in French. This ability is deemed to be a qualification for the purposes of selection."

The inclusion of the above wording in the notice of posting is deemed to satisfy all posting and selection requirements (eg, Part D, Item 8.1, Article 10, Article 11, Article 12, etc).

French language capability will only be used as a selection criterion when the number of qualified incumbents in a designated position (classification) falls below the number specified in accordance with Appendix A.

In cases where a "location" has more than the required number of qualified incumbents in a designated position (classification), the officially designated employee(s) shall be those who are senior and qualified.

5. Surplus

In a surplus situation, surplus employees may exercise their displacement rights to displace an employee in a designated position (classification) provided that the capability of the work "location" to meet the provisions of the Act is not eliminated. Specifically, displacement will not be allowed if it would dislocate the only designated employee in the "location" with French language capability. In such cases, the designated position (classification) for that location will be removed from the surplus employee's occupational group (reference Article 11.1(2), page 19).

Likewise, when identifying a surplus in a classification at any "location", the least senior employee(s) can only rely upon their French language qualifications to avoid being declared surplus (reference Article 11.2) if they are the only employee with French language capability in that "location".

6. Allowance

Ontario Hydro will pay an allowance of \$16.00 gross weekly effective June 15, 1989 to qualified incumbents of designated positions (classifications) in "locations" requiring French language capability. It is recognized that the Allowance may be paid to all qualified employees in a designated position (classification) in a "location", rather than just the employees who officially occupy the designated position. This allowance is the same regardless of whether the employee works 35, 37-1/2, 38-3/4 or 40 hours per week.

The allowance will only be paid while the incumbent is in a designated classification. The payment of this allowance will cease once the employee has been absent for two months. Transfer to an undesignated position, or removal of a position from the list noted in Item 2 above, will cause immediate stoppage of the allowance.

An employee who relieves in a designated position must have the French language capability required by the position in order to receive the allowance. Payment of the allowance will be in accordance with the applicable relief clause in the Collective Agreement.

The amount of the allowance will increase to \$17.00 gross weekly effective June 15, 1990, and to \$18.00 gross weekly effective June 15, 1991.

7. Cancellation

This Mid-Term Agreement may be cancelled with one month's written notice by either party.

ONTARIO HYDRO

POWER WORKERS' UNION

DATE

The effective date of this mid-term is May 5, 1989. (date of signature)

Mid-Term Agreement

Number: NH-MT-0009

Original: PW-34

Original Date: 08/22/88

Revision Dates:

Last Revised:

Obsolete Date:

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

Wage Schedules 86 And 89

1.0 SCHEDULE 89

Undergraduate University and Associated Co-op Programs.

- 1.1 Schedule 89, Grade 36 will be set at a rate equal to 85% of Schedule 04, Grade 01, Step 2 (Management and Professional Development Schedule).
- 1.2 Schedule 89, Grade 31 will be established by the average of a community survey. In cases of multi-year OHEU agreements the Schedule 20, Grade 51, Step 3 wage adjustment will be applied to Step 31 in non-negotiation years. If the survey rate, after a multi-year agreement, is lower than Grade 31, the Grade 31 rate will be frozen until the survey rate surpasses it.
- 1.3 Intermediate steps are derived by the following formula:
 - (a) Grade 36 - Grade 31 = Inter-Grade Differential 5
 - (b) The Inter-grade Differential will be added to Grade 31 to obtain Grade 32, then to the unrounded value of Grade 32 to obtain Grade 33, and so on.
 - (c) The Inter-grade Differential will be added to Grade 36 to obtain Grade 37.
- 1.4 For Group 4, only Grades 31, 33, 35 and 37 are applicable. For Group 5 only Grades 31, 32, 34, 35, 36 and 37 are applicable.

2.0 SCHEDULE 86

Community College and Associated Co-op Programs.

- 2.1 Schedule 86, Grade 25 will be set at a rate equal to Grade 33 Wage Schedule 89.
- 2.2 Schedule 86, Grade 21 will be established by the average of a community survey. In cases of multi-year OHEU agreements the Schedule 20, Grade 51, Step 3 wage adjustment will be applied to Step 21 in non-negotiation years. If the survey rate, after a

multi-year agreement, is lower than Grade 21, the Grade 21 rate will be frozen until the survey rate surpasses it.

2.3 Intermediate steps are derived by the following formula:

(a) $\text{Grade 25} - \text{Grade 21} = \text{Inter-Grade Differential} \times 4$

(b) The Inter-grade Differential will be added to Grade 21 after to obtain Grade 22, then to the unrounded value of Grade 22 to obtain Grade 23, and so on.

2.4 For Group 2, only Grades 21, 23 and 25 are applicable. For Group 3 only Grades 21, 22, 24 and 25 are applicable.

3.0 The schedules are updated annually, on the Thursday nearest April 1 of the year.

4.0 All rates are rounded to the nearest whole dollar.

5.0 Rounding is in accordance with Method of Rounding as set out in the Method of Calculating for Schedule 20.

6.0 This agreement is retroactive to January 4, 1988 and the adjustment to Grades 21 and 25 at that time will be based on the community survey. In 1989 the OHEU general increase will apply as per 1.2 and 2.2 above.

September 14, 1988

ONTARIO HYDRO

POWER WORKERS' UNION

DATE

The effective date of this mid-term is August 22, 1988. (date of signature)

Mid-Term Agreement

Number: NT-MT-0010

Original: PW-44

Original Date: 06/13/91

Revision Dates:

Last Revised:

Obsolete Date:

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

Secondary School Student Cooperative Education Program

Secondary School Student Cooperative Education Programs may be introduced subject to the following:

1. Ontario Hydro will inform CUPE Local 1000 of all Secondary School Student Cooperative Education Programs under consideration. Student Cooperative Education Programs will not commence until a letter of notification is forwarded to the Manager of Industrial Labour Relations and the President of CUPE Local 1000. The letter will outline the nature of the cooperative program, its duration and the number of student placements involved. The letter will be cosigned by the appropriate management level and a CUPE Local 1000 representative (Chief Steward or Divisional Chairperson). Any changes to the Student Cooperative Program will require further joint written notification to the respective parties.
2. Ontario Hydro is responsible for the selection/termination of individual students and the composition of each student's work assignment for Student Cooperative Education Programs. Ontario Hydro and CUPE Local 1000 will ensure the school boards and students are aware of the conditions set out in this Mid-Term Agreement prior to the commencement of any Cooperative Education Program.
3. An advisory committee comprised of school board representatives, CUPE Local 1000 and Ontario Hydro will be established to oversee and evaluate the aforementioned program.
4. Students on Secondary School Cooperative Education Programs are not employees of Ontario Hydro. No student shall be paid salary or receive benefits from Ontario Hydro while on a Cooperative Education Program. These students will not become members of CUPE Local 1000 and do not have any rights under the Collective Agreement. Workers' Compensation, accident insurance and liability insurance are the responsibility of the Ministry of Education and the appropriate school board.
5. In no circumstances will the student be permitted to replace a member of the bargaining unit. The degree of hands-on work experience will be relative to the nature of the placement and the degree of ability of the student as determined by the person to whom the student is assigned.

6. Every Cooperative Education Program will contain a component of instruction provided by a representative of CUPE Local 1000 on Unions in Society and at Ontario Hydro.
7. Ontario Hydro will ensure that all students receive appropriate safety training.
8. Each student will work under the supervision of a volunteer monitor from the work unit. Volunteer monitors will not receive payment as temporary supervisors. Ontario Hydro will designate program coordinators to oversee volunteer monitors.
9. If, at any time, there is a disagreement about the Cooperative program, or the student's activities while on the job, the program may be discontinued at the end of a semester at the request of either party.
10. This program will be reviewed by Ontario Hydro and CUPE Local 1000 annually. Subject to 9. above, a decision on its continuation will be made at that time.

ONTARIO HYDRO

POWER WORKERS' UNION

DATE

The effective date of this mid-term is June 13, 1991. (date of signature)

Mid-Term Agreement

Number: NH-MT-0011

Original: PW-45-1

Original Date: 10/08/91

Revision Dates: 05/02/94

Last Revised: 05/02/94

Obsolete Date:

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

Pay Equity Plan Supplemental Agreement

PREAMBLE

This Mid-Term has been developed to resolve Collective Agreement interpretation issues arising out of the implementation of the jointly negotiated Pay Equity Plan. This Mid-Term will remain in effect until there is a negotiated change or when an appropriate job evaluation plan is implemented to replace the Pay Equity Audit Plan.

All items covered by this Mid-Term are effective September 23, 1991, the posting date of the Pay Equity Plan, except Items 5.0, 6.0 and 9.0. These items are related to vacancy administration and are effective October 17, 1991, the first date that pay equity adjustments (PEAs) are payable to PWU CUPE Local 1000 members.

As a basic principle, it is agreed that pay equity adjustments are part of the base rate for all the classifications which receive them and this agreement and the Collective Agreement will be read in that light.

As agreed in the March 30, 1994 Memorandum of Settlement, the current pay equity plan for the Power Workers Union represented staff in OHN will continue in effect until any of the following occurs:

- the internal relativity program is implemented;
- the federal government advises OHN that it does not comply with the equal wage guidelines.

NOTE: Any future legislative or regulatory changes may necessitate further discussion on the part of both parties.

1.0 POSTING

The Plan shall be posted in all regular work headquarters.

2.0 CLERICAL HIRING RATES AND AREA CLERK TIME ADVANCEMENT TABLE

Clerical hiring rates (Grades 41 to 45 on Salary Schedule 20) and Area Clerk hiring rates (as shown on the salary schedule for jobs covered by the Area Clerk Job Evaluation Plan) will be discontinued effective September 23, 1991.

Part D, Item 9.8, Hiring Rates and Part D, Item 9.10.7 Area Clerk Time Advancement Table will be deleted from the Collective Agreement.

Employees who have moved from the hiring and advancement tables to salary grades 51-55 since January 1, 1990 will receive a retroactive pay equity adjustment if applicable, effective the date of appointment to the 51-55 job. Effective September 23, 1991, they will also receive the service credit toward future progressions and the pro-rated pay equity adjustment described in the following paragraphs.

Employees currently paid from the hiring and advancement tables will be transferred to Step 1 of the appropriate Schedule 20 rate. Effective September 23, 1991, future progressions to the terminal rate will include service acquired in the position on hiring and advancement table. Employees who were in eligible classifications will receive a pro-rated equity adjustment retroactive to their appointment date to a hiring and advancement table no further back than January 1, 1990.

Summer students who were hired on to hiring and advancement tables are not eligible for a retroactive pro-rated pay equity adjustment.

3.0 CLERICAL-TECHNICAL JOB EVALUATION

Until such time as a new job evaluation plan is agreed to, Plan B (Union Clerical-Technical Job Evaluation Plan and the Area Clerk Job Evaluation Plan) will remain in effect for purposes of evaluating clerical-technical positions (as per Part D, Item 9.2).

4.0 DETERMINATION OF BASE RATE

Where a pay equity adjustment is applied, the employees base rate will be the job rate as determined by the application of Plan B or the Schedule Rate PLUS the amount of the pay equity adjustment.

Employees who are paid a base rate less than the terminal rate for the position and who are eligible for a pay equity adjustment will receive a pro-rated pay equity adjustment based on the progression steps of the job.

5.0 POSTING OF VACANCIES

Vacancies posted after October 17, 1991 will show the classification, grade and rate for the job as published on the wage schedule found in the Collective Agreement (e.g., Clerk Typist, Grade 54), as well as any pay equity adjustment which applies to the advertised position.

After October 17, 1991, positions with PEAs resulting in a base weekly income in excess of Grade 54-3 will be treated as a vacancy. These positions will no longer be a placement opportunity and will be treated as advertised vacancies for all purposes.

Similarly, after October 17, 1991, positions with PEAs resulting in a base weekly income in excess of Grade 54-3 will be subject to Regional posting/priority current set out in Part D, Item 8.1. In addition, positions with PEAs resulting in a base weekly income in excess of Grade 58-3 will not be subject to Regional posting/priority.

6.0 DETERMINATION OF BASE WEEKLY INCOME

The application of pay equity adjustments may result in some job classes being compensated at a higher rate of pay than incumbents in the next higher salary grade. For the purposes of determining whether a vacancy represents a promotion, a lateral or demotion, the employees rate as set out in the wage schedule plus the pay equity adjustment will be used to determine base weekly income. This will be effective October 17, 1991.

7.0 PART D - ITEM 10.2 - THE PROMOTION RULE

On promotion, the employees rate is to be set at the lowest progression step (in the salary grade for the job plus PEA) which will give a minimum increase of three percent (3%) above the employees existing basic rate including PEA. In no case will the rate be more than the maximum rate for the job grade, including PEA if applicable.

8.0 WAGE SCHEDULES

Wage schedules will show the negotiated rate for the job, exclusive of pay equity adjustments which might apply to specific classifications within the wage schedule.

9.0 PART D - ITEM 6 - PAYMENT FOR RELIEF IN CLERICAL-TECHNICAL POSITIONS

The rate paid for providing relief in a higher-rated position will be the amount specified under the Relief Rule (Part D, Item 6.2) or the employees rate (including pay equity adjustment), whichever is the greater.

As a result, an employee who is receiving a pay equity adjustment could be stepped up two grades and receive no increase in pay (i.e., if his/her rate plus pay equity adjustment is greater than the rate, plus pay equity adjustment for the position to which he/she is being stepped up).

If an employee is receiving a pay equity adjustment and his/her resulting rate is less than the rate for the position to which he/she is being stepped up, the application of the Relief Rule shall not result in a payment in excess of the top step or rate plus pay equity adjustment for the relieved position.

When the relief rate established by Ontario Hydro is below the rate for the position (i.e., Step 3), the employee relieving will receive a pro-rated pay equity adjustment (i.e., salary step determined by Ontario Hydro over Step 3 of the terminal rate x PEA).

10.0 ARTICLE 11 DEFINITION - LOWER CLASSIFICATION

For purposes of this article, the employees rate as set out on the wage schedule, plus the pay equity adjustment, will be used to determine a lower classification. This will be effective October 17, 1991.

11.0 NPP#3 - TIME CHARGE - EMPLOYEE RELEASES AT THE EXPENSE OF THE UNION

The amount shown charged to the Union will be normal base wage as shown on the schedule plus pay equity adjustments where applicable.

12.0 PART A - ITEM 38.4 RETURN TO WORK FROM PREGNANCY/PARENTAL LEAVE

Upon return from pregnancy/parental leave the employee will be offered the position most recently held, if it still exists, or a comparable position if it does not.

For example, if an employees takes pregnancy/parental leave from a Grade 55 position which qualifies for a PEA of X \$ per week, the employee will return either to that position or to another position at the Grade 55 level. Upon return, the employees wage rate will be maintained at Grade 55 plus the PEA of X \$ per week.

If the employees new Grade 55 position upon return receives a PEA greater than the old Grade 55 job, the employee will receive the new (higher) rate upon return.

When the employee returns to a position which does not qualify for a PEA or has a lower PEA than the former job, the employees rate (including PEA) will be frozen at that level until the dollar rate for the new job is equal to the frozen rate. (This application is subject to an interpretation of the Employment Standards Act.)

**13.0 PART A - ITEM 47.0 - PART-TIME EMPLOYEES
PART A - ITEM 48.0 - TEMPORARY EMPLOYEES**

On the pay equity impacted job classification, where comparisons are required between part-time/temporary female dominated job classes and regular male dominated job classes, the total compensation paid to the Part-Time and Temporary employees (calculated on an hourly basis) will be increased to equal the total compensation of a regular employee (i.e., an hourly value for benefits not available to part-time and temporary employees will be calculated and added to the negotiated rate for both categories of jobs).

14.0 PART D - ITEM 8.0.3 - POSTING OF VACANCIES

If duties are added to a position, thereby increasing the job grade, the employee will take the rate (and conditions) for the new job. If the employee is receiving a PEA in his/her present position and his/her rate (including PEA) is greater than the rate (including PEA if applicable) for the new job, the employees rate will be frozen at its present dollar level until the dollar rate for the top step of the new job is equal to the frozen rate. This applies equally to challenges.

15.0 PART D - ITEM 8.2 - ACTING IN A VACANT POSITION

Part D, Item 8.2 stipulates that the acting incumbent shall receive the appropriate rate in accordance with the weekly-salaried relief clause.

Payment for acting in a higher rates position will be paid on the same basis as described in Item 8.0 (relief) herein.

16.0 PART D - ITEM 10.3.3 - PAYROLL RATES IN EXCESS OF APPROVED JOB GRADE

These provisions will not apply to an employee who is receiving a pay equity adjustment. On promotion, the employee will assume the negotiated rate for the classification in question.

For clarification, a PEA is not considered a special rate for the purpose of the application of this item, i.e., an employee who is the successful applicant to a higher rated position will assume the rate for the new position upon appointment. However, an employee who is receiving a special rate as a result of downward restructuring or retrogression and receives a PEA upon implementation of the Pay Equity Plan, will continue to receive the special rate (plus PEA) upon promotion if the rate for the promotion is less than his/her former rate plus PEA. If the rate for the promotion is greater than the former rate plus PEA, the employee will assume the negotiated rate for the new position, upon appointment.

The Pay Equity Plan is not considered a new salary plan for purposes of this item.

17.0 PART D - ITEM 9.11.2 - DOWNWARD RESTRUCTURING

An incumbent who is downward restructured will continue to receive the pay equipment adjustment for his/her position on a pro-rated basis until he/she reaches the new salary grade or until the rate for the new position and its pay equity adjustment exceeds that amount.

18.0 PART D - ITEM 9.9 - TRAINING SITUATIONS

Incumbents on training steps will receive a pay equity adjustment on a pro-rated basis, i.e., the training step over Step 3 of the terminal rate times the pay equity adjustment.

19.0 RULES FOR MAINTAINING PAY EQUITY

Maintenance of the Pay Equity Plan will be governed by the attached document entitled Pay Equity Plan Maintenance Procedures.

20.0 APPLICATION OF FUTURE WAGE INCREASES

At the time of a wage increase, the amount of the pay equity adjustment will be recalculated and applied with the same effective date as the increase.

21.0 JOB CHALLENGES

It may be financially worthwhile for an employee to argue that his/her Grade 56 job should be a 55 (thus attracting a PEA).

The Clerical Technical Job Evaluation Manual sets out the procedure for challenging a job. It notes that when a rating classification is changed by the foregoing (challenge) process, it should be implemented retroactive to the date when the INCREASED job demands were instituted or undertaken.... Since the intent of the challenge process is to recognize an increase in job demands, the parties will not act on employee requests to have a decrease in job demands dealt with through the challenge process.

22.0 STUDENTS

The Pay Equity Act does not apply to a student employed for his or her vacation period. Consequently, pay equity adjustments do not apply to students.

23.0 NEGOTIATING A NEW JOB EVALUATION PLAN

It is recognized by the parties that having an ongoing job evaluation plan which is different than the Audit Plan used for pay equity purposes is unacceptable in the long term.

It is agreed that negotiations will continue after the posting of the pay equity plan in an effort to develop an operational plan to replace the existing plans (C/T and Audit), which is capable of accurately measuring the relative value of clerical, technical, operators and trades classifications.

Phase 1 - Development of the Plan

Representatives of the parties will continue to meet in an effort to reach agreement on the design of a new plan.

The target date for completion is two years after posting of the Pay Equity Plan.

For example, the parties will:

- review the content and format of the scored questionnaire;
- gather data on a representative sample of jobs;
- review the plan design (factors, weights, banding);
- test the plan for suitability;
- recommend a plan for the approval of the principals.

Phase II - Implementation

The method of introducing any changes to job rates which result from the introduction of a new plan will form part of the recommendation of the joint committee.

ONTARIO HYDRO

POWER WORKERS' UNION

DATE

The effective date of this mid-term is May 2, 1994. (date of signature)

Mid-Term Agreement

Number: NH-MT-0012

Original: PW-46-1

Original Date: 11/14/91

Revision Dates: 05/02/94

Last Revised: 05/02/94

Obsolete Date:

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

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- 1.0 JOINT EMPLOYMENT SECURITY COMMITTEE

- 2.0 EMPLOYMENT SECURITY
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 - 2.3 Wage and Salary Treatment
 - 2.3.1 Seniority - Five Years or More
 - 2.3.2 Seniority - Two Years - Less Than Five Years
 - 2.4 Displacement
 - 2.5 General Conditions

1.0 SCOPE

This document has been developed jointly in a spirit of cooperation 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 cooperation and trust.

What follows is based upon the belief that there is a value and benefit to the employee, the corporation 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.

2.0 ASSIGNMENT OF WORK

2.1 Philosophy

It is the Corporation's intent to use regular staff to perform most of its work of a continuing nature. Furthermore, the Corporation 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 Ontario Hydro is necessary to provide security for employees, a more effective, productive organization and an excellent product for the consumer.

2.2 Principles

The following principles apply to the relationship between Ontario Hydro and the PWU, CUPE Local 1000 and the work performed by PWU, CUPE Local 1000 members.

- 2.2.1 We will within Hydro have all work conducted as effectively as possible.
- 2.2.2 We will measure the effectiveness of all work by its impact on staff, on the business and by its ultimate impact on our customers.
- 2.2.3 We will do most work of a continuing nature with Ontario Hydro employees.

- 2.2.4 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.
- 2.2.5 We will assure that these decisions will not affect continuous employment.
- 2.2.6 We will use a team and consensus approach when making decisions and any issues arising will be resolved internally.
- 2.2.7 We will consult and make timely decisions consistent with the need to get work done.
- 2.2.8 We will develop, implement and continue a joint process of communications and education.
- 2.2.9 We will achieve consistency through the use of these principles versus policy and procedure.

3.0 DECISION PROCESS

3.1 Responsibility for Decisions

The persons who are responsible for applying the decision process are the Ontario Hydro representative with the appropriate decision authority and the PWU, CUPE Local 1000 representative designated by the Union Executive. It is recognized that a given decision may require the involvement of more than these two persons.

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

3.2 Opportunity

The parties recognize that work may be done more effectively internally or externally. Opportunities for the application of this mid-term to new or existing work can be initiated by Management and/or the PWU, CUPE Local 1000. 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.

3.3 Definition of Need

The parties will consider what work must be done and why and include such dimensions as; when it must commence and the duration of the work; the quantity of resources required; the quality of the results; the skills required and their availability internally and externally; and safety requirements.

3.4 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.

3.5 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, Corporate 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.

3.6 Decision

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

The parties agree that disputes arising out of this process must be resolved internally. If the parties cannot reach agreement, the decision makers will define the basis of disagreement and, if needed, request assistance through the Secretariat and continue to focus on local resolution.

4.0 STRUCTURE

4.1 Joint Committee on Relationships (JCR)

The JCR has overall responsibility for this mid-term agreement and its success. It is responsible for ensuring that this agreement is implemented and applied in a manner which is consistent with the philosophy and principles outlined in Items 2.1 and 2.2. It will conduct a periodic assessment and evaluation of this agreement and determine the need for any improvements and changes to the process. The committee will strive for continuous improvement of the process contained herein. The JCR is responsible for staffing the Secretariat.

4.2 Secretariat

The Secretariat is a small group of employees who, on a temporary basis, will be responsible to the JCR. This team will assist the JCR in achieving its mandate relative to the use of purchased services and will be specifically responsible for developing and delivering training and awareness programs; on-going measurement of the process and results; and facilitating resolution of disputes upon request.

The Staff Relations Division will be responsible for funding and providing support services to the Secretariat. The on-going need for the Secretariat will be reviewed at least annually by the JCR.

Appointments to the temporary rotational positions on the Secretariat will be made jointly and will be based on jointly agreed selection criteria.

4.3 Joint Purchased Services Team

The members of the Joint Purchased Services Team will provide assistance to the JCR in setting up the Secretariat. It will also assist the Secretariat and the JCR in formulating implementation plans and training programs.

5.0 APPLICATION OF THIS MID-TERM

- 5.1 The parties will jointly develop an operating plan within each Business Unit for approval by the appropriate Ontario Hydro Business Leader and the Power Workers' Divisional Vice-President. 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 within the Business Unit 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 the PSA;
 - 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 within the business unit.
- 5.2 Ontario Hydro and the PWU may choose to jointly review their experience and determine the need for any changes to this Mid-Term agreement at any time over the life of this agreement. Management and PWU representatives within each Business Unit 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.
- 5.3 The term of this agreement will be for a two year duration, commencing on April 1, 1994 and expiring on March 31, 1996.
- 5.4 For the duration of this mid-term agreement Article 13, Article 14, Mid-Term Agreement PW-2 Contracting Out and Mid-Term Agreement PW-12 Future Agency Employees are suspended. Item 2 of this mid-term agreement will apply to decisions regarding the use of agency employees.
- 5.5 This mid-term has been developed on the principle of being able to resolve issues internally in a spirit of trust and cooperation. However, as a last resort should a formal dispute resolution process be necessary, the lack of application of this mid-term in a given situation and issues arising out of the interpretation and specific application of Appendix A of this mid-term are subject to the grievance/arbitration process. Issues arising out of the interpretation and application of Items 1.0, 2.0, 3.0, 4.0 and 5.0 of this mid-term will be resolved by the process specified in Item 3.6 and will not be subject to the grievance/arbitration process.

6.0 The undersigned approve this mid-term agreement.

APPENDIX A

EMPLOYMENT SECURITY PLAN

The provisions outlined in this Appendix are to be applied in those situations where employees are given surplus status as a result of a joint decision to use purchased services to do the work normally performed by the affected employees.

1.0 JOINT EMPLOYMENT SECURITY COMMITTEE

The function of the Joint Employment Security Committee is to resolve disputes regarding the appropriate application of this Mid-Term versus Article 11.

The committee will consist of six regular members, three representing the Union and three representing Ontario Hydro. 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 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.

2.0 EMPLOYMENT SECURITY

The provisions of this Article will apply to a regular employee (including those covered by Part 'E', General Items, Section 8.0, Seniority, but excluding those covered by Part 'E', Construction Clerical) with two 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.

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.

2.1 Surplus Identification

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.

Other employees in the same classification in the same location may be given surplus status for vacancies only until such time as there is no longer a surplus in the classification.

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 CUPE Local 1000 Office and the Divisional Chairperson.

The effect of decisions to use purchased services on CUPE Local 1000 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.

2.2 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 and placement opportunities in equal- and lower-rated classifications:

1. For non-supervisory vacancies, the senior qualified surplus regular employee applicant will be selected.
2. Placement opportunities will be filled from among the qualified surplus applicants so long as there are qualified surplus applicants. For selection to a placement opportunity in an equal classification (if the equal classifications have been determined at the time the application is made), the senior qualified surplus regular employee applicant will be selected.
3. 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.
4. 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 OHEU and surplus managerial services employees*.
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.

* 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.

4. As per Article 10.

2.3 Wage and Salary Treatment

2.3.1 Seniority - Five Years or More

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

2.3.2 Seniority - Two Years - Less Than Five Years

The employee's grade and progression step shall be maintained and negotiated increases shall apply for sixteen weeks from the surplus date regardless of placement. If the employee accepts a vacancy/placement opportunity in a lower-rated classification his/her dollar rate shall be frozen at the end of sixteen weeks for a period of three months plus any unused portion of his/her search notice period 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.

2.4 Displacement

If an employee with five or more years seniority has not been selected to a vacancy/placement opportunity within one year after the surplus date or an employee with two years and less than five years seniority has not been selected to a vacancy/placement opportunity within their search notice period, 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 Appendix A of this mid-term will cease to apply.

NOTE: Employees of the construction field forces will not be entitled to the displacement opportunities of Article 11. They will be covered by the displacement provisions of Part 'E', General Items, Section 8.0, Seniority or Construction Clerical Item 8.0, Seniority and Staff Reduction.

2.5 General Conditions

This plan does not apply to regular employees covered by The Surplus Operators Policy (Part 'C', Section 19.0).

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 Ontario Hydro and the Union, be given special consideration when faced with displacement.

One year's additional seniority shall be allowed stewards and chief stewards for the determination of which employees are surplus within the electoral unit of the chief 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 1.0. Such moves will be treated as Ontario Hydro initiated moves.

ONTARIO HYDRO

POWER WORKERS' UNION

DATE

The effective date of this mid-term is May 2, 1994. (date of signature)

Mid-Term Agreement

Number: NH-MT-0013

Original: PW-49-1

Original Date: 11/10/92

Revision Dates: 07/19/94

Last Revised: 07/19/94

Obsolete Date:

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

Surplus Female Employees On Pregnancy/Parental Leave

Recognizing the needs of female employees for a recovery period following the birth of their child and the impact this recovery period may have on their ability to exercise their search notice period rights, the following accommodation has been agreed.

Female employees who:

- have been declared surplus and are in their search notice period and then go on pregnancy leave; or
- are declared surplus while on pregnancy/parental leave

may elect to defer their search notice period or the remaining portion of their search notice period for:

- up to 17 weeks from the date of birth; or
- until she returns to work, whichever is the earlier.

The employee is allowed three days in which to select her option to defer the search notice period or not. The option once selected may not be changed.

The employee will exercise her Article 11 displacement options. These displacement options will be exercised on paper only, as the employee continues to remain on leave. When she returns to work she will go to her displacement option.

ONTARIO HYDRO

POWER WORKERS' UNION

DATE

The effective date of this mid-term is July 19, 1994. (date of signature)

Mid-Term Agreement

Number: NH-MT-0016

Original: PW-67

Original Date: 02/20/95

Revision Dates:

Last Revised:

Obsolete Date:

It is jointly agreed that the following Mid-Term Agreement shall form part of the Collective Agreement between the parties and shall be in effect until the expiry of the April 1, 1994 - March 31, 1996 Collective Agreement:

ARTICLE 11 QUESTIONS AND ANSWERS

1.0 Amend Article 11.1.1 to read:

The occupational group for an individual will be personalized in accordance with the employee's seniority as per Article 11.5 and consideration will be given to:

1. (a) including the surplus employee's former classification in his/her occupational group; or
- (b) including the surplus employee's next former classification if his/her former classification is either obsolete or if there is only one incumbent remaining in their former classification and that employee is surplus;
- (c) including the employee's higher-rated former classification if he/she was formerly surplus in that classification and left the classification as a result of being surplus. For displacement purposes under Article 11.5, the higher-rated classification shall be treated as an equal classification. For payment purposes, the promotion rule as per Part D, Item 10.2 shall apply.**

The former or next former classification will not be included in a surplus employee's occupational group if it is a classification subject to the provisions of Part "E" Construction Field Forces **or Part C Electrical Operators.**

2.0 Add new Article 11.3.6 to read:

The offer of position under Article 11.3.1 or 11.3.2 shall occur prior to displacement under Article 11.5.

Article 11.3.1 and Article 11.3.2 shall be deemed to be satisfied when the number of job offers accepted equals the number of persons working in the Purchased Service.

Job offers under Article 11.3.1 and 11.3.2 shall be made to affected staff on a seniority basis.

3.0 Amend Article 11.4 to read:

11.4.1 Search/Notice Period

When a regular employee with two or more years' seniority is declared surplus, he/she shall be given search/notice period of a minimum of 16 weeks during which he/she can apply for vacancies/placement opportunities.

Employees with less than two years' seniority are entitled to a search/notice period for a minimum of four weeks during which he/she can apply for vacancies/placement opportunities.

An employee who becomes surplus by virtue of being displaced will not be entitled to the 16-week search/notice period but will get a four-week period if he/she has less than 10 years' service, or an eight-week period if he/she has 10 or more years' service.

Applications made by surplus employees will be given priority consideration for selection for the total search/notice period. In all but the last four weeks of this period, this provides a guarantee for consideration until a selection for the vacancy/placement opportunity is made or the surplus employee has been notified that his/her surplus status has been withdrawn.

Employees declared surplus after the closing date of the vacancy or placement opportunity will be allowed to apply and be fully considered for the position up to the point where an offer (verbal or written) is made to the successful applicant. Employees declared surplus after submitting an application have the onus of advising management in the area responsible for the selection of their change in status.

For applications made during the last four weeks of the search/notice period, priority consideration will be given only to the end of the search/notice period.

The 16-week period includes the termination notice period outlined in Article 11.9.

11.4.2 Selection

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

1. For non-supervisory vacancies, the senior qualified surplus regular employee applicant will be selected.

2. Placement Opportunities will be filled from among the qualified surplus applicants so long as there are qualified surplus applicants. For selection to a placement opportunity in an equal classification, (if the equal classifications have been determined at the time the application is made), the senior qualified surplus regular employee applicant will be selected.
3. Selections to supervisory positions will continue to be governed by Article 10.1.3 A except when the vacancy is in the same classification as the surplus employee in which case the senior surplus applicant shall be selected.
4. If a surplus applicant is selected to a vacancy/placement opportunity 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.

Employees who accept a position as described above shall have the option of retaining their surplus status for previously applied to positions for a 2 week period from the date of accepting the position. Such employees shall be eligible to accept a subsequent job offer(s) and reject a previous job offer during this 2 week period. At the end of the 2 week period, the employee will be confirmed in the last position accepted and have their surplus status withdrawn. This provision does not apply to employees who are surplus for vacancy purposes only.

4.0 Amend Article 11.5 to read:

11.5 Displacements

1. A surplus employee can only displace another employee of less seniority in classifications within his/her occupational group. A regular full-time employee will have the option of displacing into a regular part-time position and a regular part-time employee will have the option of displacing into a regular full-time position.
2. An employee who displaces another employee in a different classification must be able to attain an acceptable level of performance after a four-week period of orientation and familiarization (i.e., a level of performance equal to an average employee in the classification).

If an employee is unable to attain an acceptable level of performance within four weeks in an equal classification he/she will be afforded the opportunity to displace in the next lower classifications in descending order. If an employee is unable to attain an acceptable level of performance in a lower classification within a period of four weeks, he/she will be terminated.

3. Item 2. above will not apply to an employee who displaces someone in the same classification.

4. An employee who is displaced from a classification for which no occupational group has been developed shall have an occupational group composed of the remainder of the displacing employee's occupational group (i.e., those classifications equal to and lower than the displaced person's classification). The occupational group so formed may be personalized in two ways. The first is to add the former classification in accordance with the definition of an occupational group. The second is to permit the surplus employee to delete classifications in which he/she may not be able to perform satisfactorily in four weeks.
5. 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.
6. When an employee's former classification has been added to his/her occupational group and that classification is in another R/D/B, the displacement restriction to R/D/B will not apply for that classification for that employee.

11.5.1 Displacement Rights - Province-Wide Application

The displacement rights for employees with five or more years' seniority will be as follows:

1. The employee shall have the choice of:
 - (a) displacing the LSEOLS in an equal classification within the R/D/HO, or
 - (b) displacing the LSEOLS in the next lower classifications in descending order in the work group.
2. If 1. (a) is not available and if option 1. (b) is either not available or not selected, the employee shall displace the LSEOLS in an equal classification in the province.
3. If 2. is not available, the employee shall displace the LSEOLS in the next lower classification in descending order in the R/D/B.
4. If 3. is not available, a regular employee can displace a temporary employee in an equal or lower classification in his/her occupational group within his/her work group.
5. If 4. is not available, a regular employee can displace an agency employee in an equal or lower-rated classification in his/her occupational group within his/her branch within head office or within his/her work group outside of head office.
6. ***If 5. is not available, a regular employee can displace a regular-seasonal employee in an equal or lower classification in his/her occupational group within his/her work group.***

7. If 6. is not available, the employee is terminated.

11.5.2 Displacement Rights - Restricted Application

The displacement rights for regular employees whose seniority is two years or more but less than five years will be:

1. The employee will displace the LSEOLS in a same classification within his/her R/D/B.
2. If 1. is not available, the employee will displace the LSEOLS in the next lower classifications in descending order in his/her R/D/B.
3. If 2. is not available, a regular employee can displace a temporary employee in an equal or lower classification in his/her occupational group within his/her work group.
4. If 3. is not available, a regular employee can displace an agency employee in an equal or lower classification in his/her occupational group within his/her branch in head office or within his/her work group outside of head office.
5. ***If 4. is not available, a regular employee can displace a regular-seasonal employee in an equal or lower classification in his/her occupational group within his/her work group.***
6. If 5. is not available, employment is terminated.

11.5.3 Displacement Rights - Work Group Application

The displacement rights for regular and probationary employees with less than two years' seniority and for regular-seasonal employees.

1. A regular or probationary employee will displace the LSEOLS in the next lower classification in descending order within his/her work group.
2. If 1. is not available, a regular, probationary or a regular-seasonal employee can displace a temporary employee in an equal or lower classification in his/her occupational group within his/her work group.
3. If 2. is not available, a regular, probationary or a regular-seasonal employee can displace an agency employee in an equal or lower classification in his/her occupational group within his/her branch in head office or within his/her work group outside of head office.
4. ***If 3. is not available, a regular employee can displace a regular-seasonal employee in an equal or lower classification in his/her occupational group within his/her work group.***

5. If 4. is not possible, employment is terminated.

11.5.4 Displacement Rights - Security Staff

The following sections will not apply: 11.5.1, 11.5.2, 11.5.3.

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

1. A regular or probationary employee will displace the LSEOLS in an equal classification at the same site.
2. If 1. above is not available, a regular or probationary employee will displace the LSEOLS 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 employee can displace a temporary employee in an equal or lower classification in his/her occupational group at the same time.
4. If 3. above is not available, a regular, probationary or a regular-seasonal 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 available, a regular employee can displace a regular-seasonal employee in an equal or lower classification in his/her occupational group within his/her work group.***
6. If 5. is not possible, employment is terminated.

5.0 Amend Article 11.6 to read:

11.6 Limitations to Turnover

Except as noted in 2. and 3. hereunder, a work unit is defined as those employees who report to the first supervisor outside the Union's jurisdiction.

1. A maximum of 51 percent (51%) of employees in a work unit may be displaced during any 12 month period. Where there is only one employee in the work unit, he/she may be displaced.

With joint agreement (Union Divisional Vice-President), displacement may exceed 51% of employees in a work unit or be restricted to less than 51% of employees in a work unit.

2. In the case of area crews, the percentage limitation shall apply to the area and not to the individual work crews within the area. The permissible turnover shall be based on the number of employees in the work unit or crew at the time a member of the unit or crew is faced with displacement.
3. In the case of shift workers, the work unit will be extended to cover all similar shifts at the same location. For example, all mechanical maintenance personnel working shift or day work at one station will be one work unit.

Note: This section does not apply to security staff.

ONTARIO HYDRO

POWER WORKERS' UNION

DATE

The effective date of this mid-term is March 20, 1995. (date of signature)

Mid-Term Agreement

Number: NH-MT-0017

Original: PW-69

Original Date: 09/24/99

Revision Dates:

Last Revised:

Obsolete Date:

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

Freedom of Information

Without prejudice to Management's position that Management's policies, procedures, guidelines, etc. are not grievable, it is agreed that the PWU may grieve that an employee has not been given access to personal information as outlined in the "Managing Employee Personal Information - A Guideline".

This agreement does not preclude Management from amending or deleting all or portions of the "Managing Employee Personal Information - A Guideline" with 60 days' notice to allow for discussion of the proposed changes with the PWU.

ONTARIO POWER GENERATION INC.

POWER WORKERS' UNION

DATE

The effective date of this mid-term is September 28, 1999. (date of signature)

Mid-Term Agreement

Number: NH-MT-0019
Original: GEN-PW-1000

Original Date: 11/18/99
Revision Dates:
Last Revised:
Obsolete Date:

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

Establishment of a Tri-Partite Diversity Team

This mid-term outlines the terms of the participation of the Power Workers' Union in a Tri-Partite Diversity Team with Ontario Power Generation and The Society of Energy Professionals. These terms are outlined in the attached Terms of Reference for this team. This team will operate on a year to year basis effective January 1999 and these terms will be reviewed annually by all parties. This mid-term accordingly also suspends the current provisions for the Joint Employment Equity Committee, Section 30.2.4 of the Collective Agreement between Ontario Power Generation Inc. (Fossil/Hydroelectric, Non-Nuclear) and the Power Workers' Union and replaces it with this Tri-Partite Diversity Team so long as the Tri-Partite Diversity Team operates.

Ontario Power Generation Inc. Non-Nuclear POWER WORKERS' UNION

DATE

The effective date of this mid-term is November 18, 1999. (date of signature)

Attachment 1

**TERMS OF REFERENCE
TRI-PARTITE DIVERSITY TEAM**

Members

Ontario Power Generation Inc., Power Workers' Union, and the Society

Objectives

1. To provide a Tri-partite forum for work on Corporate Employment Equity, Human Rights and Diversity policies, and/or associated Corporate issues.
2. To participate in making and bringing forward recommendations and providing advise to the Senior Vice-President, Corporate Human Resources on Corporate policies and plans impacting on equity in the workplace and Corporate issues arising from the Employment systems Review.
3. To participate in making and bringing forward recommendations to the PWU Executive and the Society Executive on equity issues in the workplace which fall within their respective jurisdictions.

Functions

1. Meet and exchange information regularly to ensure that the Team is informed of progress on initiatives undertaken by the Corporation and the Unions. Each party will identify and bring forward emerging Corporate issues for discussion.
2. The Team will work together to formulate recommendations by:
 - 2.1. Working to meet the work program deliverables as identified below within required timelines.
 - 2.2. Discussing options and their impacts in meeting the work program deliverables (including obtaining input through consultative forums - see below).
 - 2.3. Attempting to agree on recommendations acceptable to all parties and for delivery to the Senior Vice-President, Corporate Human Resources and/or to the PWU Executive and the Society Officers where appropriate.
3. Where agreement cannot be achieved, each party will communicate expeditiously their position to the Senior Vice-President, Corporate Human Resources before Corporate decisions are made.

Work Program

1. To be established annually.
2. For 1999, the Tri-partite work program will include:

Workplace Diversity Policy and Strategy
Workplace Human Rights and Harassment Policy and Strategy
Corporate Employment Equity Plan
Establishing Corporate Priorities for use by the Businesses
Workplace Harassment Procedure
Workplace Accommodation and Support for Persons with Disabilities
Tri-Partite Communications on Work Program Issues
Work and Family Support
Training Guidelines

Responsibilities

1. The Tri-Partite Team:

To ensure above-stated functions are carried out

Composition: 2 Management Representatives
2 Society Representatives
2 PWU Representatives
Each party is entitled to one alternate

2. Consultative Forums

To provide input to the Team on work program deliverables as follows:

Management members will ensure input is received from line management and non-represented staff members

The PWU and Society members for the Team will ensure input is received from their constituencies

The Team will also seek input from advocacy groups and designed group members on issues as required.

3. Support Resources:

Team to determine needs (administrative, research, preparation, etc.) and arrange as required. Treatment will be as per the collective agreements.

4. Management is responsible for time and expenses, except for union staff time, associated with the work program of this Team.
5. At the end of each year, the parties will review the Terms of Reference and make recommendations for the coming year.
6. The operations of the Team will suspend the operations of any other Corporate level employment equity or diversity committee during the operation of the Tri-Partite Diversity Team.

MID-TERM AGREEMENT

Number: NT-MT-0020

Origin Date:
Revisions Date:
Last Revised:
Obsolete Date:

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

CAP Gemini Business Ventures Additional Work Opportunities for New Horizon

- (i) For purposes of this Agreement, Cap Gemini Ernst & Young ("CGEY") includes its parents, its direct and indirect subsidiaries, affiliates, joint ventures, partnerships, related companies, successors and assigns.

Principles

- (i) CGEY and the PWU ("the parties") agree that their relationship is based on mutual trust and respect.
- (ii) The parties agree that it is in the interest of both CGEY and the PWU that CGEY grow its business and that the New Horizon bargaining unit share in such growth where practicable
- (iii) The parties agree, where it is practicable, that PWU represented employees, CGEY employees and CGEY clients will have the ability to work together on teams.

Related Work Opportunities

CGEY agrees to give full consideration to the above principles in determining whether Related Work Opportunities will be subcontracted to New Horizon for performance. In this Agreement, Related Work Opportunities shall mean CGEY work that is related to or similar to work that is being done or has been done by the PWU bargaining unit at New Horizon.

Work Assignment

- (a) In the event Related Work Opportunities are subcontracted or otherwise assigned to New Horizon by CGEY, the following will apply:
- (i) The PWU shall not utilize these Related Work Opportunities in any way to organize unorganized employees employed by CGEY or by clients of CGEY.
- (ii) The PWU Collective Agreement will apply to the work unless the parties have agreed to modify the application of the Agreement to facilitate the subcontracting or assignment of work to New Horizon.
- (b) ***The PWU shall not bring a related employer application under section 1(4) of the Labour Relations Act or its equivalent in respect of Related Work Opportunities that have not been subcontracted or otherwise assigned to New Horizon.***

Barbara Keenan

New Horizon System Solutions

Peter Kelly

Power Workers' Union

September 19, 2002

Date

Mid-Term Agreement

Number: NH-MT-0021

Original Date: 07/22/02

Revision Date:

Last Revised:

Obsolete Date: 02/26/08

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

Merlot Help Desk Agent-Shift Work

2.3 Shift Work

It is recognized that the New Horizon shift-working employees on the Merlot Help Desk must undergo conditions not normally experienced by other weekly-salaried employees.

2.3.1 Rate of Pay

The basic rate of these employees shall be established by the Clerical-Technical Job Evaluation Plan and as set out under salary schedule 43. Calculation of all premiums shall be made on the basic rate. A shift differential of \$2.50 per hour 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, **days only**, Monday to Friday operation, will be paid the basic rate (see attached). When an employee is to be placed on or taken off shift work, the Union's Chief Steward will be notified of such changes in writing.

The shift differential of \$2.50 per hour will be adjusted annually at the same percentage as the wage increase.

2.3.2 Hours of Work

Shift working personnel shall work an average of 40 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 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 in the five fiscal week 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.

2.3.3 Scheduling Provisions

The Company will be responsible for the preparation, content and administration of shift schedules averaging 40 hours per week over approximately a one-year period. These schedules shall cover a five-week period, posted two weeks in advance, showing the days, hours of work (shift), and position of each employee. The schedule will provide for a minimum of two shifts (16 hours) off between shifts, except on twelve (12) hour weekend shifts where the schedule will provide for a minimum of twelve (12) hours off between shifts.

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.

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, Monday to Friday, and twelve working hours per shift on Saturday and Sunday.

The day a shift begins will dictate the shift hours and specific hours of work for all Merlot Help Desk Agents designated as being two or three shift and six or seven days a week operation will be as follows:

Normal Work Schedule-Monday to Friday

Days	0800 to 1630
Evenings	1600 to 2400
Nights	2400 to 0800

Normal Work Schedule-Saturday and Sunday

Days	0000 to 1200
Nights	1200 to 0000

*Normal Work Schedule Part Time Employees
Monday to Friday

Start 1600 to 1800
Finish 20:00 to 2200

*Part time employees will be entitled to the \$2.50 per hour Shift Differential

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.

2.3.4 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 exception:

In case of illness, which would result in a staff shortage, four (4) days' advance notice will be given when placing an employee on shift.

2.3.5 Penalties

Failure to give the required notice, stated in Subsection 2.3.4 shall result in the payment of one and one-half times the employee's classification basic rate until the notice period has elapsed.

2.3.6 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 weekly-salaried employees. Therefore, when a statutory holiday falls on a Saturday, statutory holiday credit shall not apply.

2.3.7 Overtime

Overtime for shift workers shall be paid at the appropriate overtime rates for all hours worked outside of the posted shift schedule as per Part B, Item 4.2, paragraphs 1 and 2.

2.3.8 Minimum Payments-Overtime

Minimum payments for overtime shall be in accordance with Part B, Item 4.4.

The computing of hourly rates for overtime shall be in accordance with the following:

The basic weekly rate of each employee's classification as set out in salary schedule 43, without any increment, premiums or bonuses, shall be divided by 40. Payment for overtime shall be made not later than on the second payday 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.

2.3.9 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.

2.3.10 The following items will be credited, for pay purposes, on an hour-for-hour basis.

- 1. Personal Time off.*
- 2. Traveling 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 remains unchanged in that the time off and pay entitlements will continue to be calculated on an eight-hour basis.

2.3.11 When employees are on vacation or sick leave, their time for these particular days is to be credited with only eight hours.

Barbara Keenan

Peter Kelly

New Horizon System Solutions

Power Workers' Union

July 22, 2002

Date

Mid-Term Agreement

Number NH-MT-0022

Original Date: July 11, 2002

Revision Date:

Last Revised:

Obsolete Date: **02/26/08**

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

Merlot Help Desk-Revisions to Statutory Holidays

The parties agree that the following days will **not** be observed as statutory holidays by staff working on the Merlot Help Desk:

Martin Luther King Day-January 21

President's Day-February 18

Columbus Day-October 14

In place of these three specified dates Merlot Help Desk staff will be allowed three (3) extra Floating Holidays and 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.

Barbara Keenan

Peter Kelly

New Horizon System Solutions

Power Workers' Union

September 19, 2002

Date

MID-TERM AGREEMENT

Number: NH-MT-0023

Original Date: September 19, 2002

Rev Dates:

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

Movement of Staff between New Horizon System Solutions and Inergi

This Mid-Term Agreement has been developed to facilitate the opportunity for movement of employees between New Horizon System Solutions (NHSS) and Inergi for career growth and for effective utilization of resources.

1. The Parties agree that after internal processes are exhausted in the filling of advertised vacancies pursuant to the Collective Agreement, applicants from Inergi will be selected on a senior qualified basis before external applicants.
2. Successful applicants from Inergi will bring full service credit (vacation credit, sick leave, etc), and seniority from Inergi to NHSS and shall be subject to the PWU/NHSS Collective Agreement for all purposes. Any employment guarantees applicable to NHSS employees are applicable to the successful applicant from Inergi as well.
3. Successful applicants from Inergi shall be entitled to the same relocation expenses/allowances etc. as existing regular employees of NHSS.
4. A reciprocal pension agreement shall be established between the two companies and will enable the successful applicant from Inergi to bring pension credits from the Inergi pension plan to the NHSS pension plan.
5. Incentive plans will be time weighted and paid out to the employee by the respective companies.
6. Rotational opportunities will be offered to Inergi employees after internal NHSS processes have been exhausted. The senior qualified applicant from Inergi will be selected before external resources. Successful applicants from Inergi will be placed on secondment from Inergi to NHSS and shall continue to be subject to the PWU/Inergi Collective Agreement for all purposes.

7. The Parties will jointly produce any related question and answer materials to be provided to employees of either NHSS or Inergi.

Peter Kelly

Barbara Keenan

Power Workers' Union

New Horizon System Solutions

September 19, 2002

Date

MID-TERM AGREEMENT

Number: NH-MT-0024

Original Date: March 30, 2004

Revision Date:

Last Revised:

Obsolete Date:

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

This Mid-Term addresses changes to the vacancy process in the event of an Article 11 being executed in Inergi L.P.

Implications re Article 11 in Inergi

In the event that an Article 11 process is initiated in Inergi and not in NHSS, then the following provisions will apply to NHSS PWU vacancies.

1. All open NHSS vacancies will be frozen once the displacement process has commenced in Inergi. Vacancies will remain frozen until the names of Inergi employees who will be displaced, laid off and terminated are announced. Once the announcement has been made, NHSS vacancies that were frozen will be re-posted.
2. *From the period after the announcement identified in item 1 and until the date of termination set out in the initial notice of termination/layoff, Inergi PWU represented employees who have been identified as laid off and terminated as a result of the displacement process will be given access to open vacancies. In this context, fair and objective consideration will be given to all Inergi candidates who have received a notice of layoff/termination prior to NHSS candidates.*

Reciprocal Agreements

- The implementation of this mid-term is subject to the establishment of an identical reciprocal work assignment agreement between Inergi and the Power Workers' Union.
- If the corresponding Inergi agreement ceases to be in effect this item will also cease to be in effect.

Power Workers' Union

NHSS

Date