

1 **UNDERTAKING JT 1.17**

2
3 **Undertaking**

4
5 To provide the PWU and Society collective agreements.
6

7
8 **Response**

9
10 The PWU collective agreement is provided in Attachment 1.

11
12 The Society collective agreement is available at the following url:

13
14 <http://www.thesociety.ca>

15
16 In addition the following addenda to the agreements are attached:

- 17
- 18 • Attachment 2: PWU Group Travel Medical Emergency Insurance
 - 19 • Attachment 3: PWU Health and Dental Benefits
 - 20 • Attachment 4: PWU Non-Pension Benefit Entitlements when Employment Ends
 - 21 • Attachment 5: Society Health and Dental Brochure
 - 22 • Attachment 6: Society Non-Pension Benefit Entitlements when Employment Ends
 - 23 • Attachment 7: Society Employee Relocation Services Brochure
 - 24 • Attachment 8: All Employees Personal Accident Benefits
 - 25 • Attachment 9: All Employees Pregnancy/Parental Leave of Absence
 - 26 • Attachment 10: All Employees Sick Leave and Long Term Disability
 - 27 • Attachment 11: All Employees Disability Management



COLLECTIVE AGREEMENT

between

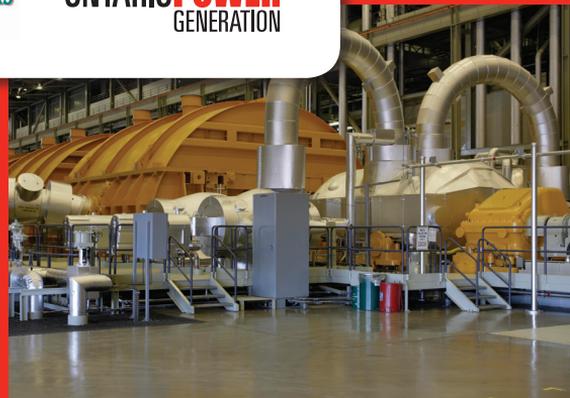
Ontario Power Generation Inc.

and

**Power Workers' Union
Canadian Union of Public Employees -
C.L.C. Local 1000**



April 1, 2009 - March 31, 2012



COLLECTIVE AGREEMENT

Between

ONTARIO POWER GENERATION INC.

and

POWER WORKERS' UNION

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

LOCAL 1000

April 1, 2009 – March 31, 2012

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NOTE

In order to readily identify changes in this Agreement from the previous one, new changes are printed in bold. Note that certain foreign words used within the text are, by convention, printed in italics, however these words are easily identifiable and should not cause confusion.

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**COLLECTIVE AGREEMENT
BETWEEN**

**ONTARIO POWER GENERATION INC.
(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 **P. Falconer, R. Prudil, S. Duff, M. Skopeleanos, J. Rock, B. Walker, A. Brandon, B. Carnduff, and B. Robinson.**

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 **seven** parts, namely, Part 'A' - General Items, , Part 'B' - Maintenance Trades, Part 'C' - Electrical Operators, Part 'D' Clerical/Technical, Part 'E' – Construction Technical, Part 'F' - Thermal Generating Stations, and Part 'G' – Nuclear Generating Stations. It is also witnessed that the Company and the Union agree each with the other as follows:

**ARTICLE 1
RECOGNITION
COLLECTIVE BARGAINING UNIT**

- 1.1 The Company recognizes the Union as the sole bargaining agent for all regular, part-time and temporary employees¹, including technicians of the construction field forces and security employees but excluding:
- (a) Employees now represented by other bargaining agents.
 - (b) Persons above the rank of working supervisor.
 - (c) Persons who exercise managerial functions in accordance with the Ontario Labour Relations Act.
 - (d) Persons employed in a confidential capacity in matters relating to labour relations in accordance with the Ontario Labour Relations Act.
- 1.2 The grievance/arbitration procedure may be used to challenge any unreasonable, arbitrary or bad faith action taken by the Company which results in the exclusion of any employee or position from the bargaining unit. The parties will attempt to resolve disputes expeditiously.

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

- 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 2 GRIEVANCE PROCEDURE

- 2.1 Any allegation that an employee has been subjected to unfair treatment or any dispute arising out of the content of this Agreement shall be understood to be a fit matter for the following grievance procedure. All matters of grievance by any employee or group or class of employees for whom the Union is the bargaining agent and which the Union may desire to present shall be dealt with in accordance with the following procedure.
- 2.2 It is mutually agreed by the parties hereto that it is the spirit and intent of this Agreement to adjust grievances promptly. Therefore, any employee covered by this Agreement having a grievance may present such grievance to the representative of the Union appointed by the Union for that purpose. The Union representative may then proceed to have such grievance adjusted in accordance with the following steps established hereby for the purpose of adjusting grievances.

2.3 Grievances

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

Steps in grievance process: Non-disciplinary matters:

- Step 1 Within seven (7) days of reply or time limited for reply, 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.

2.4 Grievance Review Board

The Grievance Review Board shall consist of two Union representatives (Chief Stewards) 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, **save and except the following types of grievances, which shall go directly to mediation or arbitration, as the parties may agree, or the Chief Arbitrator so determines:**

- i. **Grievances requiring medical disclosure;**
- ii. **Policy grievances;**
- iii. **Terminations;**
- iv. **Cases where the parties have agreed that facts should only be disclosed to those directly involved and the appropriate counsel acting on behalf of the parties for final resolution.**

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 the Arbitrator so orders, all grievances shall be submitted to Expedited Arbitration.

2.5 Disciplinary Matters

- 2.5.1 Prior to the imposition of any disciplinary penalty, the Company shall hold a Disciplinary Interview, which shall replace Step 1 of the grievance process.
- 2.5.2 The Company shall provide the Union and any employees who may be disciplined three (3) days' notice of the Interview.
- 2.5.3 The Interview shall take place between the Company, the Union and the accused individual
- 2.5.4 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.
- 2.5.5 The minutes of the meeting shall be provided to the Union and the accused individual(s) within seven (7) days of the Interview **except where the accused individual or Union unreasonably fails to attend the interview and there is no agreement to re-schedule, in which case the Company will proceed with discipline under 2.5.7 below.**
- 2.5.6 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.
- 2.5.7 Should the Company choose to impose discipline, the Union has ten (10) days to file a grievance commencing at Step 2.

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

2.6 Facilities and Costs

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

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

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

ARTICLE 2A DISCIPLINE AND DISCHARGE

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

2A.2 When disciplining or discharging probationary employees for just cause, it is recognized that the probationary period is an extension of the selection process and that they have short service. Therefore, the threshold for discipline and discharge may be less than that of a regular employee in similar circumstances.

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

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

2A.5 DISCIPLINARY PENALTIES

A copy of all letters of employee reprimand shall be sent to the 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 any grievance procedure established by this Agreement, refer the grievance to arbitration pursuant to Article 2.4.

The Arbitrator shall hear and determine the difference or allegation and shall issue a decision and the decision shall be final and binding upon the parties and upon any employee affected by it. However, in no event shall the Arbitrator have the power to change, alter, modify or amend any provision of this Agreement.

3.3 Principles of Expedited Arbitration

- (a) **Mediation prior to arbitration is normally an integral part of this arbitration process.**
- (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

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 delay and increasing the efficiency of the regular arbitration process.

3.3.2 All Arbitrators

Where a difference arises between the parties relating to the interpretation, application, or administration of this Agreement, including any question as to whether a matter is arbitrable, or where an allegation is made that this Agreement has been violated, either of the parties may, after exhausting any grievance procedure established by this Agreement, refer the grievance to arbitration pursuant to Article 2.4.

The Arbitrator shall hear and determine the difference or allegation and shall issue a decision and the decision shall be final and binding upon the parties and upon any employee affected by it. However, in no event shall the Arbitrator have the power to change, alter, modify or amend any provision of this Agreement.

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. 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 undernoted subjects, however, can be made with the written agreement of the PWU Sector Vice-President or delegate 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', Item 14.0; Part 'D', Section 6.2 **A**; Part 'D', Item 6.2 **B**; and Part G, Section 12.0. Part 'F', Item 9.0.

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.

- (c) Modifications to hours of work (specific) at all locations for banked time arrangements.
- (d) Local extensions to a maximum of three months beyond the normal 12 accumulated months (in which there have been no breaks in employment exceeding five months) on the use of temporary employees to meet short term staffing requirements without invoking regular-seasonal status.
- (e) Arrangements allowing flexibility for employees assigned to temporary work headquarters subject to PWU Sector Vice-President or delegates approval.

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

MID-TERM AGREEMENT
TITLE

Number

Date

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

SAMPLE

THE COMPANY

UNION

**ARTICLE 5
UNION SECURITY**

- 5.1 All employees covered by this Agreement who are members of the Union on the date hereof shall, as a condition of employment, maintain such membership.
- 5.2 Employees who are not members on the date hereof but who become members of the Union subsequent to said date shall as a condition of employment, maintain their membership thereafter.
- 5.3 New employees shall, as a condition of employment, be or become members of the Union within 15 days of their engagement and shall, as a condition of employment, maintain their membership thereafter.
- 5.4 Membership as a condition of employment as specified in 5.1, 5.2 and 5.3 shall not apply while membership is withheld or suspended, or where a member is expelled by the Union.
- 5.5 In all cases for employees in the Collective Bargaining Unit as defined in Article 1, the Company shall be responsible for the signing of dues authorizations and shall deduct from the weekly wages of each employee, an amount equal to the weekly union dues in effect at the time and shall transmit the monies so deducted to the 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 5A
SECURITY GUARDS - CONFLICT OF INTEREST
AND WITHDRAWAL OF SERVICES**

5A.1 Conflict of Interest

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

These provisions are intended to permit security staff to perform their duties unfettered and to preserve the confidentiality of their work. Security staff are sometimes required to take action with respect to other employees. It is the intent of these provisions that security guards will fulfill their duties irrespective of whether the other employees involved are or are not represented by PWU CUPE Local 1000. The Company agrees that all security staff represented by PWU CUPE Local 1000 will have normal access to Union representation.

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

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

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

5A.2 Withdrawal of Services

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

- (a) The Union agrees to give the Company twenty-one (21) calendar days' formal notice in writing prior to any legal withdrawal of services by security staff;

- (b) The Union agrees that the Company may use replacement workers from any non-PWU source to perform security functions withdrawn as a result of a legal strike. Replacement workers will only perform security functions during the duration of the legal work stoppage;
 - (c) PWU security staff will co-operate in the training of replacement workers and shall provide an orderly turnover to replacement workers before any withdrawal of services. Any training of replacement workers within twenty-one (21) calendar days prior to a legal work stoppage (i.e., during the notice period in (a) above) will not be subject to temporary instruction allowances provided for elsewhere in this agreement;
 - (d) Upon request, the Company will provide the Union with information on the number of replacement workers performing security functions;
 - (e) This agreement exempts the parties from Subsections 73.2(4) to 73.2(11) of the Ontario Labour Relations Act R.S.O. 1990 and any amendments thereto of that statute.
- 5A.3 The Union agrees to communicate and educate its stewards and membership on the intent of this Article.

ARTICLE 6 NO DISCRIMINATION

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

ARTICLE 7 MANAGERIAL RIGHTS OF THE COMPANY

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

ARTICLE 8 SKILL BROADENING AND WAGE STRUCTURE

8.1 Introduction

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

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

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

8.2 Skill Broadening

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

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

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

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

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

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

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

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

³ ANO and U0CRO treatment will be outside of band 3.

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

8.3 Wage Structure

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

The wage structure will eventually replace all existing wage schedules.

All new employees hired must participate in skill broadening.

8.4 Implementation Issues

8.4.1 Implementation Committee

A six (6) person committee will be established, comprised of three (3) Company representatives and three (3) PWU representatives, to identify and resolve any problems and make recommendations to the Oversight Committee for any changes to the collective agreement.

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

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

8.4.2 Oversight Committee

The Oversight Committee will resolve all issues arising out of the implementation of the wage structure and any unresolved issues arising out of the implementation committee review of the collective agreement and any other agreements between the parties. This committee will be comprised of two (2) senior level representatives from the Company and two (2) senior level representatives from the PWU. Should the Oversight Committee reach an impasse on an issue the matter may be remitted to mediation/arbitration using the same mediator/arbitrator as agreed to in Article 8.4.4.

8.4.3 Job Evaluation Plan

All occupation codes and associated job titles and job documents (job descriptions, occupational definitions and expectation documents) will be consolidated into new job groupings. Issues associated with the job groupings will be reviewed by the joint implementation committee.

The company will produce generic Job Documents to describe the job groupings within each band.

A gender neutral Job Evaluation Plan has been developed (see Article 8.13) to allow placement of any occupation code or job into one of the 3 bands. All new occupation codes will be evaluated under this new job evaluation process.

The Company shall notify the union of the introduction of any new job classifications and their placement on a band (i.e. Band 1, 2 or 3). Where a difference arises between the parties, the Company may introduce the new job classification(s) or placement on a band (i.e. Band 1, 2 or 3). Either party may require that the differences between them be submitted directly to the arbitration process as detailed in Article 3 and the decision shall be binding on both parties.

When significant alterations in duties and/or technological changes occur, the Job Document will be modified by joint agreement or by the Job Challenge process outlined in Article 8 of the Collective Agreement.

Supervision is not reflected in the job evaluation plan, but is recognized with a premium. Supervising responsibilities which attract a supervisory premium can only be assigned and not assumed. The responsibilities for all supervisors are stated in Section 8.8 below.

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

Note: See also PWU Negotiated Policies and Practice 4-2: Nuclear Skill Broadened Job Descriptions – Revised Tuesday January 17, 2006

8.4.4 Job Challenge Procedure

The Challenge Procedure is comprised of two distinct streams, one for employees who volunteered for skill broadening and another for those who did not.

Job Challenge Process:

1. The Union shall commence this dispute resolution process by filing a Job Challenge with the relevant contact supervisor. The parties shall meet within seven (7) days to attempt to resolve the matter. Failing a resolution of the matter within fourteen (14) days of filing the grievance, the matter will be referred to the next meeting of the Joint Classification Committee (JCC) in the former Nuclear bargaining unit, or the Implementation Committee (IC) in the former Non-Nuclear bargaining unit. Failing resolution at that meeting, the matter shall be referred to expedited arbitration using a mutually agreed upon expert in job evaluation to act as Arbitrator.
2. The JCC, or IC shall sit monthly or as otherwise agreed to by the parties and consist of three (3) union and three (3) employer representatives. It shall have the power to resolve any dispute concerning the placement of a job on a particular Band by unanimous agreement. If the JCC, or IC cannot reach agreement the matter may be submitted to the expedited resolution process.
3. The Arbitrator's jurisdiction in these matters is limited to a determination of the correct placement of a job on a particular Band. The Arbitrator cannot alter the rates of the Bands.
4. Briefs shall be prepared by each party for each claim including a statement of facts, brief argument and the relevant provisions of the Collective Agreement. The briefs shall be provided to the Arbitrator at least 7 days prior to any hearing date. The Arbitrator will advise which matters will require witnesses for credibility issues. The parties will also exchange these briefs.

5. The fees of the Arbitrator and costs associated with these hearings shall be shared equally by the parties.
6. Retroactivity will be restricted to 12 months prior to the filing date of the challenge.

8.4.5 Progression From Step to Step within a Band:

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

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

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

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

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

Employees on LTD or who have been approved for LTD prior to September 4, 2001 are not eligible to volunteer for skill broadening. The Company will accept any request to volunteer from existing LTD employees when they return to regular employment.

Employees who are above the terminal rate of their band and are successful to a position in the same band will continue to maintain their above band rate. This does not include any premium paid for supervisory duties in accordance with Article 8, Item 8.8.1.

8.5 Temporary Employees

All temporary employees, excluding those hired pursuant to Appendix A, will be required to work to the skill broadening standards effective the ratification date of this agreement.

With the exception of temporary employees, hired pursuant to Appendix A, all temporary employees will receive the same wage treatment as regular employees according to the criteria outlined in Part A, Item 43.0, Wage Structure.

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

8.6 Article 11 as it relates to the wage structure

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

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

When existing Occupational Codes are consolidated into job groupings as per section 8.4.4, then all OGLs will be updated at the same time.

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

8.7 Premiums

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

- Holding Work Protection for a Work Group
- Greenmanning
- Plastic Suits
- Confined Space Monitor
- Contract Monitor
- Entry Coordination/Access Control
- Procedure Writing
- Assessing tasks
- FME Monitors
- AA Rate
- Lead Hand
- Relief for any Position within Band
- Instructors rate
- Frontier Allowance
- Field Allowance
- Fossil Special Allowances (F6 "Dirt Pay")
- Operator Agent Duties
- Carpenter Special

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

8.8 Supervision

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

BASIC RESPONSIBILITIES OF SUPERVISORS

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

Assist the Manager by performing the following duties:

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

8.8.1 Full-Time Supervision

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

8.8.2 Temporary Supervision

Subject to the maximum permitted, employees who are assigned to act temporarily in a PWU represented supervisory position will be paid 10% above their individual wage rate except when reporting directly to another Union Supervisor in which case employees will be paid 5% above their individual wage rate. In no case will these temporary pay rates be more than 15% above the terminal rate of the band.

8.8.3 Temporary Relief in a Non-PWU Position

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

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

Note: above payments cannot be combined

8.8.4 Training Technician Supervisory Payment (Nuclear ONLY)

The Training Technician supervisory payments (5% above an individual wage rate) will apply to individuals who occupy a regular/temporary Training Technician posting/or when an individual is removed from his/her normal duties for greater than 30 days and performs the duties normally performed by a Training Technician i.e. training delivery and/or development.

8.9 Promotional Rule

Any employee who receives a promotion to a higher band will receive the next highest step above his/her current rate in the higher band, which provides at least a 6% increase.

8.10 Relief Rule

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

8.11 Apprentices

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

8.12 HOURS OF WORK

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

8.13 Job Evaluation Plan

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

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

Level	FACTOR STRUCTURE/GUIDELINES
	<ul style="list-style-type: none"> <li style="display: inline-block; width: 45%;">◆ Knowledge <li style="display: inline-block; width: 45%;">⇒ Interpersonal <li style="display: inline-block; width: 45%;">⊙ Results <li style="display: inline-block; width: 45%;">△ Health & Safety <li style="display: inline-block; width: 45%;">✱ Problem Solving <li style="display: inline-block; width: 45%;">❖ Environment <li style="display: inline-block; width: 45%;">□ Customer Service
1	<p>“PERFORMS BASIC OPERATIONS”</p> <ul style="list-style-type: none"> ◆ Requires an understanding of clerical, technical or trade established procedures. ⊙ Completes routine procedures. ✱ Activities are covered by defined rules and instructions. □ Completes work according to basic standards. ⇒ Interactions are internally focused to receive instruction and give basic information. △ Accountability for the health, safety & well-being of self and others is linked to compliance with procedures and standards ❖ May be fatiguing as a result of regular periods of physical effort; and/or may require short periods of mental / sensory attention. Often situated in an environment with exposure to disagreeable and/or hazardous conditions.

**ARTICLE 9
 SPECIFIC MATTERS OF AGREEMENT**

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

**ARTICLE 10
 SELECTION TO VACANCIES**

10.1 Vacancies

- 10.1.1 No person shall be appointed to a vacancy in the PWU - CUPE Local 1000 jurisdiction until all qualified PWU - CUPE Local 1000 represented applicants have been selected. Non-represented employees may be appointed to positions within the PWU's jurisdiction but will only be able to use that portion of their service which was acquired while a member of the PWU.
- 10.1.2 If an employee is appointed to a vacancy within the PWU - CUPE Local 1000 jurisdiction from a bargaining unit which restricts seniority in the Company to its own membership, his/her seniority will be limited to service within the PWU - CUPE Local 1000 bargaining unit. **A non-represented**

employee appointed to a vacancy within the PWU bargaining unit after April 1, 2009 shall have his/her seniority limited to seniority earned in the PWU bargaining unit.

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

The following will apply:

(a) Supervisory Positions

1. In considering applicants for supervisory positions, primary consideration should not be given to seniority but to personal qualities such as leadership, reliability, judgment, ability to organize and instruct and an understanding and a display of the practice of good human relations. For supervisory positions, an endeavour will be made to select the most promising candidate.
2. Only those individuals satisfactorily possessing the above characteristics, as assessed by the Company, should be considered. Where practicable, applicants for supervisory positions should be interviewed by the supervisor responsible for the selection. Seniority will govern only in cases where there does not appear, in the Company's opinion, to be much difference in qualifications.
3. For the purpose of this article, supervisory positions are full time supervisors as defined in Article 8 and for Nuclear will include:
 - (a) FLMa(s) (for example control, mechanical, clerical, civil, Supervising Nuclear Operator (SNO), etc.)
 - (b) Authorized Nuclear Operator
4. The provisions of Article 10.1.3 A-3 above will not affect the status of incumbents for Union representation or the future posting of vacancies as they may occur.
5. Appointments to positions above the jurisdiction of the Union shall not be subject to the Grievance Procedure. However, the Company will give due consideration to representations of the Union where there is evidence of obvious irregularities or discrepancies.

(b) Non-Supervisory Positions

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

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

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

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

2. The senior qualified candidate will be selected to the vacancy with the following exceptions:

The Company may request a waiver of Posting and/or Selection from PWU - CUPE Local 1000 when there are medical reasons related to the employee or his/her immediate family, as verified by the Chief Physician/Manager of the Health Services Department. If the waiver request is agreed to by the Union, the employee will be appointed to the position.

Management reserves the right to restrict the transfer of successful applicants to a vacancy that represents a lateral or demotion. Prior to imposing this restriction, management will consider a delayed transfer, taking into account the availability of suitable replacements to allow for the delay. In the event that there are no reasonable alternatives to permit the transfer or delay, management reserves the right to restrict the transfer of the candidate to a lateral or demotion, where the transfer would reduce the capability in a given classification below a level necessary for the effective continued operation of the sending department.

Employees will receive written notice from his/her supervisor if their transfer is delayed or voided because they cannot be released. A copy of this written notice is to be given to the Chief Steward.

(c) General

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

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

(a) Seniority

Except as provided in Section 10.1 of this Article:

1. An employee's seniority, for purposes of selection to vacancies, shall be the service credit as defined in Part 'A', Item 5.0.

2. Service with an acquired company will be added to the employee's seniority.
3. The total service credit with the Company will be used for comparing seniority of applicants rather than service in a position, trade, or occupation.

Note

After April 1st, 2009, non-represented employee appointed to a vacancy within the PWU bargaining unit shall have his/her seniority limited to seniority earned in the PWU bargaining unit.

(b) Base Hourly Rate

1. The maximum base rate per Part A, Item 43.

(c) Promotion Application

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

(d) Lateral Application

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

(e) Demotion Application

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

10.2 Transportation and Moving Expenses

Candidates selected to vacancies which represent a lateral or demotion in accordance with Article 10.1 and employed for a minimum of three years in their current work headquarters shall be entitled to moving expenses in accordance with the provisions of Part 'A', Item 23.0.

Candidates selected to trainee operator positions who have two years' service shall be entitled to moving expenses in accordance with the provisions of Part 'A', Item 23.0.

Employees appointed to positions which are filled due to an agreed to waiver of posting and/or selection, as provided in 10.1.3 (b) (2), will be entitled to moving expenses in accordance with the provisions of Part 'A', Item 23.0.

ARTICLE 11 SURPLUS STAFF PROCEDURE

No employee will be involuntarily laid off during the term of the Collective Agreement. Article 11 with the exception of Article 11.0 will be suspended for the term of the Collective Agreement.

During the term of the Collective Agreement there will be no involuntary lay-offs. Any surplus of staff will be handled through either worksite / location re-deployment in accordance with Article 11.0, or the offer of severance under the applicable VSP mid-term agreements.

Any Fossil plant closure will be dealt with under the existing mid-term for Fossil plant closures.

During the term of this agreement if a surplus cannot be accommodated through re-deployment, VSP under the applicable mid-term agreements, or the Fossil Plant Closure Mid-Term where applicable, the treatment of employees who are adversely affected by such an event will be subject for discussion between the parties. These discussions will occur in the context of a commitment by the Company to employment security. If an agreement cannot be reached all unresolved issues may be referred to the Chief Arbitrator for resolution.

The suspension of Article 11 will expire on March 31st, 2012 and will not be automatically renewed in any subsequent Collective Agreement.

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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 the list, including the addition or deletion of locations, worksites and work centres shall require joint agreement.

11.0 WORKSITE/LOCATION REDEPLOYMENT

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

1. Within a worksite⁴ or between worksites in close proximity to each other, management may deploy employees within equal Job Groupings.
2. (i) Within a Location⁵ that has multiple worksites management may deploy employees within equal Job Groupings⁶ 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 Job Grouping(s), number of over-complement positions, number of under-complement positions and the worksite(s) that will be dealt with under each operation of this provision.

- (ii) Where management has identified an over-complement in a Job Grouping within a Location(s) and an under-complement within another Location(s) in an equal Job Grouping, the following will occur. An employee may choose an equal or lower under-

4 As defined by Article 11

5 As defined by Article 11

6 As defined by Article 11

complement position within their OGL 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 Job Groupings, number of over-complement positions, number of under-complement positions and the Location(s) that will be dealt with under each operation of this provision.

- (a) A junior employee who refuses to be transferred will be subject to discipline up to and including termination. All disputes regarding the discipline and termination of an employee who refuses a transfer will be referred to Martin Teplitsky for resolution on an expedited basis. An employee who is terminated for refusing a transfer under the terms of this agreement shall be eligible to receive reduced severance pay pursuant to Article 11.15(c) (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.

- (b) Management will provide at least four (4) weeks' notice to employees in the over-complement Job Grouping(s) and Location/worksite of the intended date of transfer by posting in the over-complement Location(s)/worksite(s) a notice which sets out:
- the affected Job Grouping(s);
 - number of positions to be filled;
 - under-complement Location(s)/worksite(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 Part A, Item 23.
3. Under-complement positions that remain vacant after the operation of 1 and 2 will be posted in accordance with the Collective Agreement.
4. If the transfer results in a move to an equal Job Grouping, the employee shall maintain his/her current rate. In situations involving a move to an "Equal" Job Grouping requiring fewer weekly hours of work, the employee shall have his/her rate frozen in accordance with Article 11.20.

If the employee chooses a "lower" under-complement position (including positions requiring fewer weekly hours of work) 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, OGLs and any other relevant proceedings before the Skills Broadening Implementation Committee 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 11.5. 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) **There will be no displacements between Nuclear and Non-Nuclear positions.**
- (b) This procedure applies to regular full-time and regular part-time employees. The displacement and recall rights of probationary employees and regular-seasonal-A employees are limited to those contained in 11.13.
- (c) The Company will supply the PWU with an accurate computerized seniority list (see note below) separated by Occupational Group Listings (OGL's) and sorted by province and locations on February 1st and August 1st and at the time the Company gives initial notice of termination/layoff under this Article.

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

- Name/employee number
- **PWU Seniority**
- Band
- Base OGL
- Level
- OCC code
- Job Grouping/Job 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, **PWU Seniority**, Occupational Code, Job Grouping/Job Title, Base Occupational Group Number, Band, Location, Building Code, Payroll Number, Business Unit, Division, Department, Hours of Work, Date of Notice of Termination/Layoff, Date of Expiry of Recall, and End Rate of the Job Grouping.

- (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 Job Grouping 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. "Job Grouping" shall mean an employee's job title as referenced in Article 8.4.4.
2. "Equal": Means the employee's current Job Grouping and other Job Groupings as identified in the employee's OGL at the same level.
3. "Lower": Job Groupings identified in an employee's OGL at a lower level.

4. "Equal Vacancy": A vacancy in the employee's current Job Grouping or another Job Grouping as identified in the employee's OGL at the same level.
5. "Worksite" is a place of operations as identified by building code(s) and identified in Appendix A. An employee's worksite will be their regular work headquarters as defined in Part A, Item 18.2.
6. "Work Centre" as identified in Appendix A.
7. "Location" means a geographic area which includes worksite(s) and/or work centres. Locations are identified in Appendix A.
8. "Occupational Group List (OGL)" means a jointly agreed to list of "Equal" and "Lower" Job Groupings 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 Item 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. **Nuclear ONLY**

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

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

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

There are five families as listed below:

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

Technical: Involving the choice, application and/or manipulation of formulae, principles, techniques or natural laws in practical, mechanical or industrial arts or applied sciences.

- Drafting: Involving the drawing up or preparation of plans, drawings, bills of materials, etc.
- Trades/
Operators: Involving skilled labour in areas such as electrician, mechanic, labourer, operators, etc.
- Security: Involving the protection of the Company assets, employees and the public. Security classifications will not be included in the Occupational Group Listing (OGL) of non-security classifications and vice versa.

11.4 Occupational Group Listings (OGLs)

1. For a job to be included in an OGL, it must be a job which can be satisfactorily performed by the average employee in the surplus Job Grouping 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 that have the wage rate adjusted. If the parties cannot agree on an OGL, the dispute will be resolved in accordance with Article 8.4.
4. For Stations/Sites in non-nuclear which have been Decontrolled under Article 17, the OGLs for the Security job groupings will be expanded to include other job groupings as agreed to by the parties.

11.4.1 Failure to Demonstrate Qualifications

Once an employee displaces into a different Job Grouping within an OGL, the employee must be able to demonstrate an acceptable level of performance within a reasonable period of training, 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 Job Grouping.

11.5 Notice of Termination/Layoff

1. The Company will give initial notice of termination/layoff to the most junior employees in a Job Grouping in a "worksite". Notices listing those employees receiving initial notice of termination will be posted at all Company worksites/centres. Pursuant to the terms of this article, employees receiving such notice will be permitted to take another position in the Company as a result of which some other person either loses his/her position and is permitted to take another position or loses his/her employment. Such notice shall be deemed to be notice of termination to all affected employees including to those employees who may be displaced and to those employees whose employment is terminated or who are laid off.
2. Employees receiving initial notice of termination/layoff will be provided with two (2) months' notice of termination/layoff. An employee who has been given notice of termination/layoff may be given

temporary work following the date of termination in accordance with the Employment Standards Act and regulations.

3. When an employee is given notice of termination/layoff the Company will notify the Union office and 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 whose Job Groupings are in the OGL of the overcomplement position(s), will be required to supply the Company, by a date determined by the Company, information necessary to enable the Company to make decisions relating to employee displacements in Locations, and the Province. The information required is:
 - a) Does the employee wish to voluntarily terminate if given the opportunity
 - b) Is the employee willing to move
 - c) Is the employee willing to change from Regular Full Time to Regular Part Time or vice versa.
2. The Company will be entitled to rely on this information for purposes of applying the provisions of Article 11.
3. Employees will have seven (7) days to provide their elections to his/her Human Resources Office.

11.7 Failure to Identify Elections

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

11.8 Voluntary Termination

Voluntary Terminations are accepted on the basis of seniority.

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

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

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

11.9 General

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

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, OGL's and other relevant proceedings before the Skills Broadening Implementation Committee 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 Within the Location

- (a) An Employee will be placed into an equal vacancy in his/her location within his/her occupational group list. If no such vacancy is available then;
- (b) Employee elections will be reviewed to determine if an employee in the location in an "Equal", 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 Within the Province (11.10.2), employees who have not elected a willingness to move will go to Displacements (11.11).

11.10.2 Equal Within the 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" Job Grouping, 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 Job Groupings within his/her occupational group list, unless a more senior employee has elected to voluntarily terminate if given the opportunity. Voluntary terminations will be accepted on the basis of seniority.

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

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

11.11.1 Equal Stream

1. At the location an employee must displace the least senior employee in an equal Job Grouping. 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 Job Grouping in the Location.

Refusal to accept results in termination of employment. If no position is available, then;

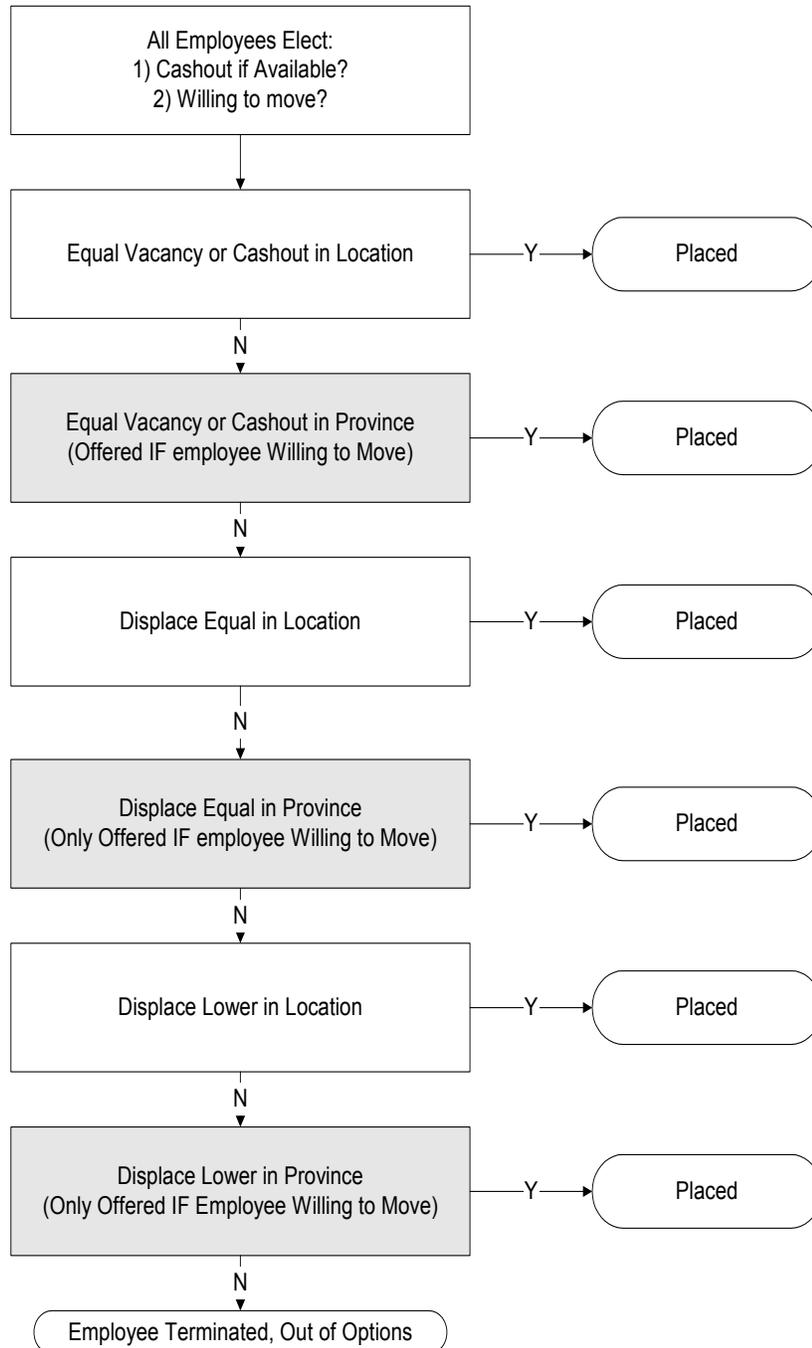
2. An employee who has elected to displace into a lower Job Grouping and an employee not placed in the Equal Stream must displace:
 - a) the most senior employee who has elected to voluntarily terminate if given the opportunity;
or
 - b) the most junior employee with less seniority in next lower Job Grouping in his/her Location.

If no position is available, then the employee will go to lower Job Groupings 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 Job Grouping in the Province. If no position available then the employee will go to lower Job Groupings in the Province in descending order until placed. Refusal to accept results in termination of employment. If no position is available, then;
4. The employee is laid-off with recall rights.

11.12 Displacement Rights

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



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

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

11.12.1 Displacement Rights for Nuclear Operator Family

For the purposes of Article 11, “**Nuclear Operator Family**” shall include the following:

- Authorized Nuclear Operators (ANOs)
- Supervising Nuclear Operators (SNOs)
- Nuclear Operators (NOs)
- **Control Room Operators (CROs)**

11.12.2

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

For all purposes other than 11.12.2(1) (Surplus ANOs displacing ANOITs) Stations and Streams are as follows:

Station	Streams
Pickering	Units A, Units B, Common Services , Fuel Handling A, Fuel Handling B, Dry Fuel Storage
Darlington	Units, Common Services , Fuel Handling, Tritium Removal Facility, Dry Fuel Storage

NOTE

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

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

11.12.3 Surplus ANOs

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

For the above purposes the stations are:

Pickering A Pickering B
Darlington

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

A. Station

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

Exception: If at Pickering displace 30% of SNO(s) in opposite Unit stream and **Common Services**.

Displace 100% of NO(s)

B. Location

Displace 15% of SNO(s)

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

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

C. Province

Displace 15% of SNO(s)

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

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

NOTE

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

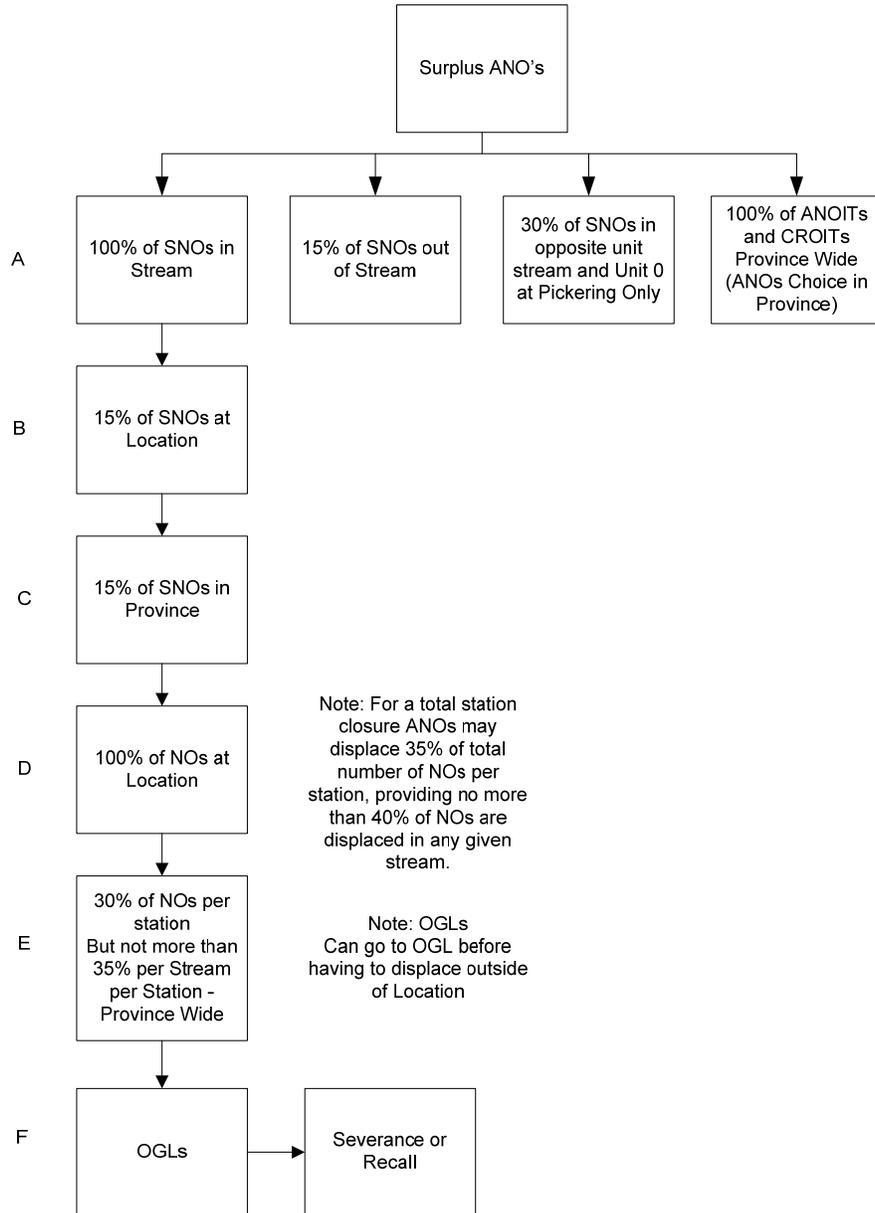
3. Displacement

(A) If 1. is not available or selected surplus ANO(s) must displace the junior Supervising Nuclear Operators (SNOs) at the station if available.

(B) If (A) above is not available, surplus ANO(s) must displace the junior SNO(s) in the Location (Appendix A).

(C) If (B) above is not available, surplus ANO(s) must displace the junior SNOs in the Province

- (D) If (C) above is not available, surplus ANOs must displace the junior Nuclear Operator(s) (NOs) at the station.
- (E) If (D) above is not available, surplus ANOs must displace the junior NOs in the location (Appendix A)
- (F) If (E) above is not available, surplus ANOs must displace the junior NOs in the Province.



11.12.4 Surplus SNOs/CROs

1. Surplus SNOs / **CROs** will be identified, notwithstanding the provisions of Article 11, by stream within a station.

2. Limitation to Turnover - Supervising Nuclear Operator – SNO / **Control Room Operator -CRO**

(a) Station

If not in stream displace 15% of SNO(s) / **CRO(s)**
Displace 100% of NO(s)

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

(b) Location

Displace 15% of SNO(s) / **CRO(s)**

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

(c) Province

Displace 15% of SNO(s) / **CRO(s)**

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

NOTE

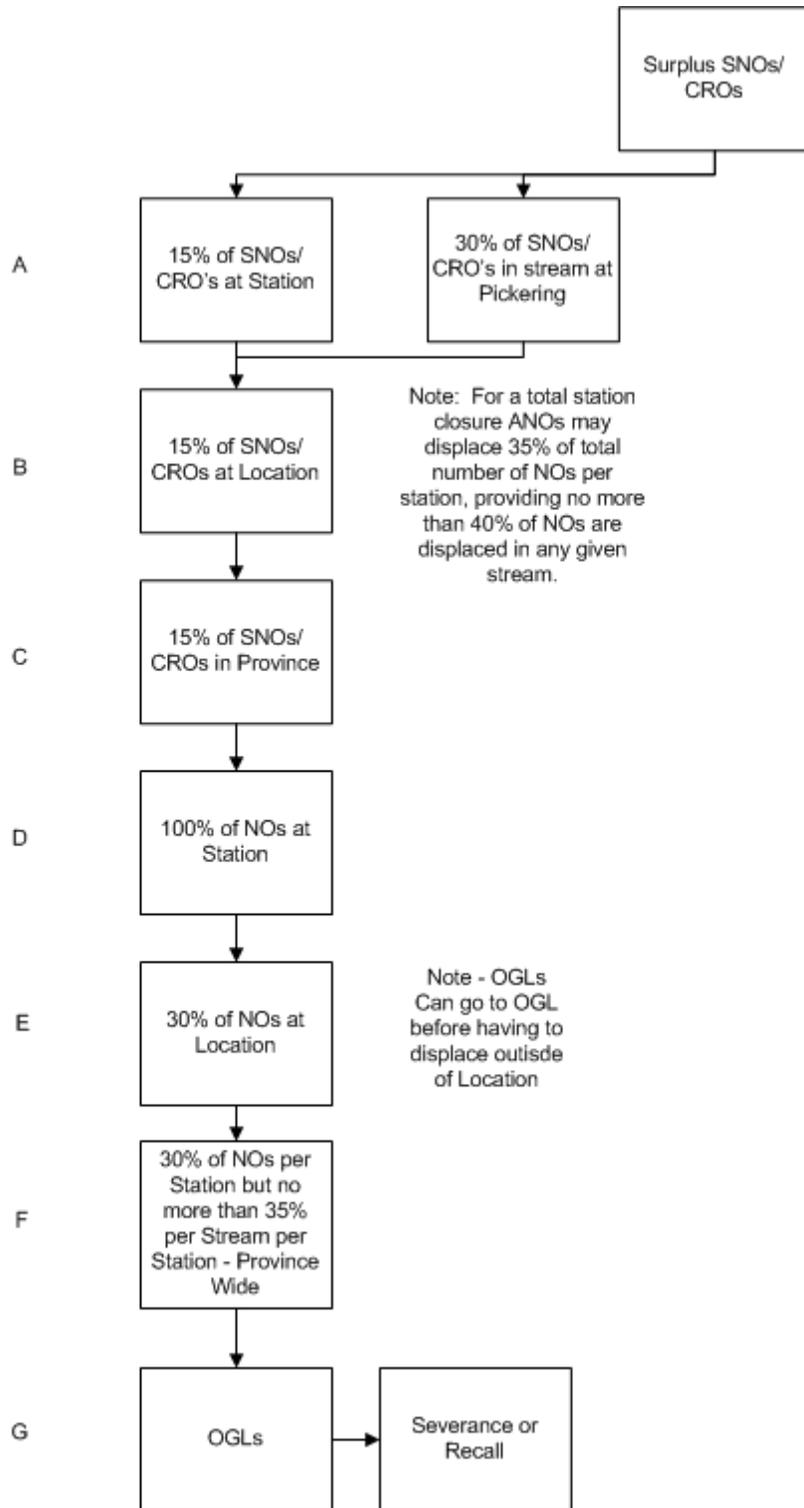
For the purpose of determining turnover limitation upon plant closure Pickering will be deemed to be two (2) stations.

3. Displacement

(A) Surplus SNO(s) / **CRO(s)** must displace the junior SNO / **CRO** at the station if available.

(B) If (A) above is not available, SNO(s) / **CRO(s)** must displace the junior SNO(s) / **CRO(s)** in the Location (Appendix A).

- (C) If (B) above is not available, surplus SNO(s) / **CRO(s)** must displace the junior SNO(s) / **CRO(s)** in the Province.
- (D) If (C) above is not available, surplus SNO(s) / **CRO(s)** must displace the junior NO(s) at the station.
- (E) If (D) above is not available, surplus SNO(s) / **CRO(s)** must displace the junior NO(s) at the Location (Appendix A).
- (F) If (E) above is not available, surplus SNO(s) / **CRO(s)** must displace the junior NO(s) in the Province.



11.2.5 Surplus NOs

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

2. Limitation to Turnover - Nuclear Operator (NO)

(A) Station

Displace junior NO(s)

(B) Location

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

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

(C) Province

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

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

NOTE

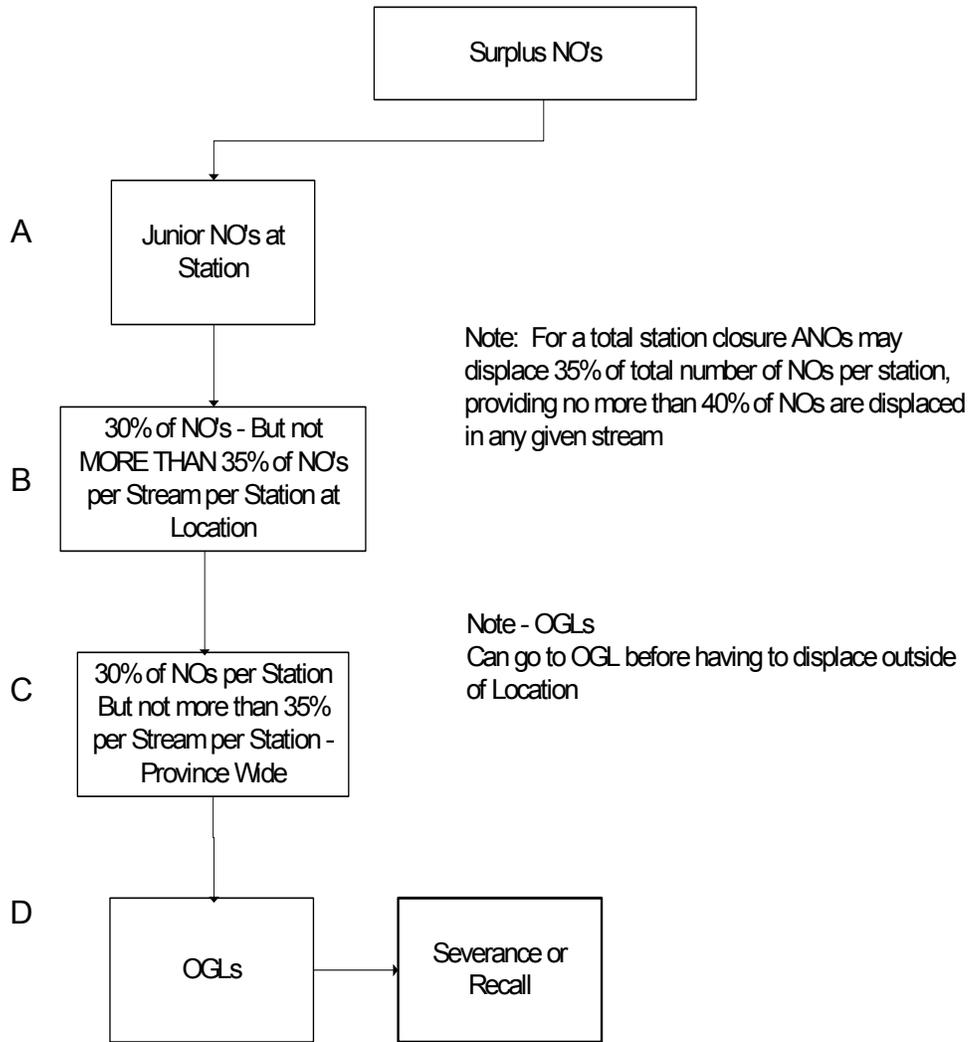
For the purpose of determining turnover limitation upon plant closure Pickering will be deemed to be two (2) stations.

3. Displacements

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

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

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



11.13 Displacement and Recall Rights

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

11.13.1 Probationary Employees

1. A probationary employee will displace the junior employee of lesser seniority in the next lower Job Grouping 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 Job Grouping 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 Job Grouping 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.

11.13.2 Regular Seasonal-A

1. A Regular Seasonal-A employee can displace a temporary employee in an equal or lower Job Grouping in his/her occupational group within his/her worksite/centre.
2. If 1. above is not available, a regular seasonal-A employee can displace an agency employee in an equal or lower Job Grouping in his/her occupational group within his/her worksite/centre.
3. If 2. above is not available, employment is terminated.
4. Regular seasonal-A employees shall be entitled to recall to temporary positions for a period of three years from the date of last termination.
5. A regular seasonal-A employee shall be entitled to recall to their Location, provided they have at least 24 months accumulated service.
6. To be recalled the employee must have filed a written request with the Company prior to March 1 of each year.
7. A person who is recalled by the Company shall be personally contacted when possible. Failing this contact a recall notice shall be forwarded by registered mail addressed to the last known address that he/she has recorded with his/her human resources manager. They shall be obliged to advise his/her supervisor of his/her intention to return to work within three working days and shall be available for work within five working days after receipt of recall notice.
 - (a) Except in case of sickness, failure to be available for work within five days of issuance of the recall notice shall make him/her ineligible for any further recall.

- (b) It shall be the person's sole responsibility to inform the Union and the personnel manager in writing of any change of address. The Union will be notified in writing when persons are recalled to vacancies.
- 8. The Company shall notify the employee in writing at time of termination of the recall procedure. If the employee is not considered suitable for recall they shall be notified in writing and a copy of this letter shall be given to the employee's Chief Steward. Upon request the Company will provide the employee with the reasons why they are not considered suitable for recall.
- 9. The Company may hire a temporary employee for a period not exceeding one month without using this recall procedure.
- 10. Summer students both secondary and post secondary levels have no rights to this recall procedure.
- 11. A Recall List from each work Location for regular-seasonal-A employees shall be provided to the Chief Steward concerned.
- 12. Regular seasonal-A employees shall not be entitled to severance pay except in the case of permanent layoff. When permanently laid off severance pay will be calculated on actual time worked.

11.13.3 Regular-Seasonal-B

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

11.14 Permanent Location Closings

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

11.15 Severance Pay

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

- (a) An employee receiving severance pay waives any other rights under Article 11.
- (b) An employee may direct all or a portion of his/her payment into an RRSP up to the amount permitted by law. The employee shall provide the Company with the TD2 Form directing the payment into his/her RRSP.

- (c) An employee entitled to severance pay under 11.15 may elect to take a lump sum severance payment, or severance may be divided into two (2) equal instalments, the first on the date of termination and the second on or about January 15 of the following year. Severance will be calculated in accordance with the following:
- (i) For Employees who have elected to voluntarily terminate if given the opportunity, subject to statutory deductions:
 - five months base pay, plus;
 - 4 weeks base pay per year of service, (payments for incomplete years of service will be pro-rated)The combined total of the above not to exceed 104 weeks.
 - (ii) For Employee's who have not elected to voluntarily terminate if given the opportunity, and who have not refused a position offered under 11.10 or 11.11, subject to statutory deductions an amount which is **equal to**:
 - 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 Job Grouping is in the same band the employee will be terminated and shall have no recall rights under Article 11.18 and will not be eligible to delay their termination per 11.15(f). Severance, subject to statutory deductions, will be an amount which is **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 in a lower band the employee will receive severance pay pursuant to 11.15(c) (ii).
- (d) For purposes of clarification at any time during the three (3) year recall period, a laid off employee may opt for his/her full severance entitlement, once this election is made all recall rights will cease.
- (e) For regular part-time employees severance payments shall be pro-rated.
- (f) Employees who are accepted for severance will be terminated on the date of termination/layoff identified in the initial notice. The only exception to this are employees who will be allowed to delay their termination date for a period not to exceed five (5) months in order to achieve one of the following pension milestones:
- Twenty-Five (25) years service
 - Rule of 82
 - Or Age 65

Employees who avail themselves of this option will have their severance reduced by the amount of time elapsed between the date of termination/layoff identified in the initial notice and their actual termination date.

11.15.1 Benefit Continuance/Tuition/Outplacement Services

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

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

11.16 Failure to Report to Assigned Positions

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

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

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

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

11.17 Selection to Vacancies

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

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

- (i) All qualified PWU members are selected, includes persons on the recall list, and,

- (ii) All PWU applicants entitled to fair and objective consideration are selected pursuant to 11.17.

11.18 Recall

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

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. If an employee refuses recall to a regular full time "Equal" Job Grouping at the location he/she will be removed from the recall list and be entitled to reduced severance pay in accordance with 11.15(c) (iii). In cases where an employee refuses to accept recall to a position where the new Job Grouping is at a lower band or at a different location the employee will remain on the recall list
 5. At any time during the three (3) year recall period, a laid off employee may opt for his/her full severance pay entitlement. Once this election is made all recall rights will cease.
 6. If at the end of the three (3) year recall period an employee has not been recalled or has not elected to receive severance pay, he/she will automatically receive the full severance pay entitlement.

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

11.19 Limitations to Turnover

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

NOTE

This section does not apply to security staff.

11.20 Wage Maintenance

When an employee displaces another employee and is reclassified to a lower position, or when an employee is selected to a "lower" vacancy pursuant to 11.17, or in situations in which the employee moves from a 40 hour position to one with less weekly hours, they will receive wage maintenance. His/her wage rate will be adjusted downward in accordance with the following:

Employees Whose Current Rate Exceeds the Top Step of the Lower Rated Position;

- (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.

Employees Whose Current Rate Does Not Exceed the Top Step of the Lower Rated Position;

These employees will have their rates frozen until their next scheduled progression date (no new progression date established). At this time they will be moved to the closest step on the lower band that results in a wage increase.

11.21 Moving Expenses

Where an employee is entitled to receive moving expenses as a result of being placed in a position through the operation of this article, the amount of expenses will be in accordance with Part A, Item 23. Such moves will be treated as Company-initiated moves.

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

ARTICLE 12 PURCHASED SERVICES AGREEMENT

12.0 SCOPE

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

What follows is based upon the belief that there is a value and benefit to the employee, the co-operation and the customer if:

- There is a greater involvement by employees in the decision-making process.

- There is an improved understanding as to why purchased services are used.
- Employment security is enhanced by a productive, healthy, and cost effective organization.
- Union and Management work together and act responsibly, balancing the interests of the customer, the company and the employee in decisions relating to the use of purchased services.

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

12.1 ASSIGNMENT OF WORK

12.1.1 Philosophy

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

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

12.1.2 Principles

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

- (a) We will within the Company have all work conducted as effectively as possible.
- (b) We will measure the effectiveness of all work by its impact on staff, on the business and by its ultimate impact on our customers.
- (c) We will do most work of a continuing nature with Company employees.
- (d) We will determine when work is to be done by non-PWU members through a joint decision making process and the results of these decisions will be a joint responsibility.
- (e) We will ensure that the impact of these decisions on continuous employment is minimized.
- (f) We will use a team and consensus approach when making decisions and any issues arising will be resolved internally where possible.
- (g) We will consult and make timely decisions consistent with the need to get work done.
- (h) We will develop, implement and continue a joint process of communications and education.
- (i) We will achieve consistency through the use of these principles versus policy and procedure.

12.2 DECISION PROCESS

12.2.1 Responsibility for Decisions

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

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

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

12.2.2 Opportunity

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

12.2.3 Definition of Need

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

12.2.4 Alternatives

The parties will consider such alternatives as, do the work internally; do part of the work internally and part externally; do the work externally and agree to acquire capability to do the work internally in future; or do the work externally.

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

12.2.5 Evaluation

The parties will evaluate the alternatives considering the impact on the customer, employees and the business. Such criteria as reliability of service to the customer, customer responsiveness, community impact, Company relations impact, job continuity, ability to perform work, degree of overtime required for the work, availability of resources, cost, timeliness, quality, need for control over results, safety and impact on environment will be assessed.

The total effectiveness of the alternatives will be evaluated considering both the short and long-term impacts. In given situations, certain criteria may be given a greater or lesser degree of importance.

12.2.6 Establishment of Thresholds

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

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

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

- subject matter lacking in substance; or
- any consequences are relatively insignificant; or
- where the nature or consequences of the work which represents a purchased service is remote from work currently performed by the PWU on a continuing basis. For purposes of clarity, this does not mean geographically remote; or
- emergencies; or
- any work performed under a manufacturer's warranty, except where the manufacturer authorized the Company to do the work.
- Work being done for OPG by **Kinectrics** and **NHSS** 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 Labour Relations - Corporate Human Resources.
- (d) Grievances will be referred to Arbitration and scheduled through joint agreement between Labour Relations - Corporate Human Resources and the PWU office.
- (e) If it makes sense to do so, local discussions may take place with a view to resolving the threshold grievance up to the arbitration date.

12.2.7 Dispute Resolution Process

- (a) Mr. Teplitsky shall be appointed as Facilitator to assist the parties to resolve all issues of application and interpretation of this Article with the power and authority of an arbitrator under the Ontario Labour Relations Act but not subject to the Arbitrators' Act.
- (b) Any dispute between the parties relating to whether this Article applies to any decision to use purchased services or if a purchased service falls within the categories set out in 12.2.6 will be determined in an expedited manner by the facilitator whose decision shall be final and binding.
- (c) The Union will not be prejudiced in any subsequent case by a particular purchase of services. Similarly, the Company will not be prejudiced by any decision not to purchase services. This applies to all cases including threshold cases.

12.3 JOINT RESOLUTION COMMITTEE

12.3.1 Purpose

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

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

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

12.3.2 Membership

The membership of the Joint Committee shall be as follows:

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

12.4 APPLICATION OF THIS ARTICLE

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

These operational plans will include:

- An approach for the development and delivery of joint training of decision makers
 - An identification of the type of contracts that are not subject to an in-depth review.
 - A guideline for a time table on how often contracts of a recurring nature must be reviewed under this Article.
 - A process for joint review of potential contracts, which involve work normally performed by PWU represented employees and other stakeholders.
 - A process and a time frame for decision making.
 - An internal process for dispute resolution.
- 12.4.2 Management and Union representatives may choose to jointly review the application of their operating plan and determine the need for changes at any time over the life of this agreement.
- 12.4.3 Until March 31, 2012, Article 13, Article 14, Mid-Term Agreement PW-2 Contracting Out, PW-46-1, PW-46-1 Appendix A, and Mid-Term Agreement PW-12 Future Agency Employees are suspended. Item 12.1 of this Article will apply to decisions regarding the use of agency employees.

ARTICLE 12 – APPENDIX A

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

1.0 JOINT EMPLOYMENT SECURITY COMMITTEE

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

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

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

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

2.0 EMPLOYMENT SECURITY

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

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

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

2.1 Surplus Identification

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

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

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

2.2 Wage and Salary Treatment

2.2.1 Seniority - Five Years or More

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

2.2.2 Seniority - Two Years - Less than Five Years

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

2.3 General Conditions

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

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

2.4 Moving Expenses

Prior to Article 11 applying, an employee who is identified as surplus as per this Appendix and is required to relocate his/her residence shall receive moving expenses in accordance with the provisions of Part A, Item 23. Such moves will be treated as Company-initiated moves.

ARTICLE 13 EMPLOYMENT SECURITY PLAN⁷

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13.0 PURCHASED SERVICES

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

13.1 Employment Security

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

The provisions of this Article will apply to a regular employee 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.

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

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.

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

13.5 Wage and Salary Treatment

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

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

13.6 Displacement

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

All other provisions of Article 13 will cease to apply.

13.7 General Conditions

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

One year's additional seniority shall be allowed stewards 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 23.0. Such moves will be treated as the Company initiated moves.

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

ARTICLE 14 EMPLOYMENT SECURITY AND WORK ASSIGNMENT⁹

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

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

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

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

14.1 Work Assignment

1. It is understood that the assignment of work to purchased services does not convey a right to such work in the future, nor does it create any precedent with respect to future assignment of such work to purchased service employees by the employer.
2. It is agreed between the parties that no more than 450 the Company tradespersons will be assigned by the Company at any one time under the EPSCA Maintenance Assist agreement to perform work for the Company. The Company agrees to inform the Union of the number of Company tradespersons assigned under the EPSCA Maintenance Assist agreement on a monthly basis.

ARTICLE 15 SUCCESSOR RIGHTS

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

The successor rights provisions of the applicable labour relations statute shall be incorporated by reference into this collective agreement. No board of arbitration established pursuant to the grievance and arbitration provisions of this contract has jurisdiction to make any decision within the jurisdiction of the Labour Relations Board and nothing herein is intended to affect the jurisdiction of the Labour Board to resolve disputes related to the application of the provisions of the statute. For purposes of s.48 of the Ontario Labour Relations Act and s.57 of the Canada Labour Code, the Ontario Labour Relations Board or the Canada Labour Relations Board shall be deemed to be a Board of Arbitration for the resolution of disputes related to the interpretation,

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

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.

Should the Company sell, lease, or otherwise transfer property to another entity for the purposes of establishing a new generating facility, it undertakes to discuss voluntary recognition of the PWU as the exclusive bargaining agent with the prospective owner. Where possible the Company will establish a meeting between the prospective owner and the PWU for this purpose.

ARTICLE 16 DURATION OF THE AGREEMENT

This agreement shall come into effect as of the 1st day of April 2009, and shall remain in effect until the 31st day of March 2012, and thereafter from year to year unless terminated by written notice given by one of the parties to the other within a period of not more than two months, but not less than one month prior to the anniversary date.

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

ARTICLE 17 Decontrol

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

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

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

Therefore, the parties agree as follows:

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

2. The Union and the Company will attempt to resolve all issues, which arise upon the refusal of any employee to accept continuity of work with the new employer.
3. If there is no agreement on issues relating to employees who decline continuing employment with the new employer, the issues will be submitted to an expedited mediation/arbitration process. Martin Teplitsky Q.C. will be the mediator/arbitrator. The mediator/arbitrator will have complete and unfettered discretion to make any award, which he considers fair and reasonable in all of the circumstances.
3. The Company agrees that it shall provide in writing to the Union at the earliest possible time after selection of the successful bidder but in any event prior to the time period in paragraph one (1) above, all available information relating to the new employer that is relevant to employees and that is not confidential.
4. Effective on the date the Company officially announced that a station is to be decontrolled (hereinafter called "the station") or the date of any agreement with a successful bidder to decontrol, whichever occurs first, the following will apply:
 - i. OPGI employees located outside of the station shall not be entitled to displace any employee in the station.
 - ii. Subject to (iii), an employee who successfully applies for a vacancy at the station shall thereafter exercise seniority rights within the station and will have no seniority rights enforceable outside the station notwithstanding any other provision of the collective agreement.
 - iii. Employees at the station may apply for vacancies outside the station in accordance with the applicable provisions of the collective agreement up to 60 days prior to scheduled date for closing of transaction but not thereafter.
 - iv. An employee in the station who is declared overcomplement by the Company prior to the date of closing shall have full rights under Article 11.
 - v. An employee at the station who is eligible for retirement under the Rule of 82 on or before the date of closing of the transaction to decontrol may make an irrevocable election within 60 days prior to the closing date that they wish to retire effective on the closing date. Should an employee make a decision to retire they will retire effective on the date of the closing and receive a lump sum payment equal to one year's base salary. This amount will be paid as a retirement allowance. The employee may direct all or a portion of this payment into an RRSP up to the amount permitted by law. The employee shall provide the Company with the TD2 form directing the payment into his/her RRSP.

Note: This section applies to those employees at the station who are on either extended sick leave, Long Term Disability or WSIB and who are not allocated to be transferred to the new employer solely because they are on sick leave, LTD or WSIB and are not expected to return to work within two years. Part A, **15.2**

“Retirement While ill” limits the ability of employees on sick leave to retire. This provision is waived for employees covered by Article 17.4(v).

- vi. If, within twenty four months of the closing, the successful bidder reduces the total complement of employees at the station which results in the permanent layoff of former OPGI 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 OPGI and the successful bidder. The obligation to pay the laid off employee is contingent upon the employee being severed from employment without recall rights with the successful bidder.

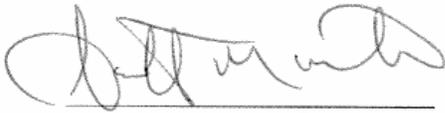
The additional payment of one week per year of service will not apply where the permanent layoff is due to:

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

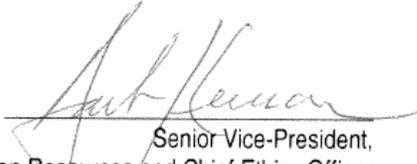
The obligation to make the payment of one week per year of service will not apply if any employee has successfully challenged the layoff for any reason and has filed a grievance successfully seeking reinstatement.

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

Signed
Ontario Power Generation Inc.



Vice-President, Labour Relations



Senior Vice-President,
Human Resources and Chief Ethics Officer

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



Vice President – Sector 1



Vice President – Sector 2

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

PART A
GENERAL ITEMS

(Note:
Items Related to Construction Technical
are as Specified in Part E)

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PART A

GENERAL ITEMS

1.0 EMPLOYEE CATEGORIES

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

1.1 Probationary

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

1.2 Regular

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

1.2.1 Regular Full-Time

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

1.2.2 Regular Part-Time

The establishment of a regular part-time position is a joint decision of local management and the 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 Part 'A', Item 17.0. In the case of the permanent job share arrangement, the incumbents are required to remain in their arrangement until one partner permanently leaves the job share. At that time, the other partner is required to assume responsibility for the full-time position on 30 days' notice.

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

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

1.3.1 Regular-Seasonal "A"

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

Regular Seasonal "B"

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

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

- a) To enter this classification you must:

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

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

- b) A Regular Seasonal "B" employee will be notified by November 30 and May 31 of the approximate timing and duration of their work assignment for the period starting the following January 1 and July 1. Employees will be notified at least one (1) week before the start of their work assignment. These work

assignments shall aggregate at least 20 weeks or 800 hours in duration. They will occur in not more than four (4) occasions. Each occasion is to be four (4) weeks or 160 hours, or greater. Failure to accept will remove their name from future Regular Seasonal "B" assignments unless joint agreement is reached for extenuating circumstances e.g., death in the family or illness.

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

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

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

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

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

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

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

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

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

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

Displacement - Regular Seasonal "B"

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

1.4 Temporary

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

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

purposes only, for temporary full time and temporary part-time employees, accumulated service shall mean the total of all periods of employment.

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

1.4.1 Temporary Full-Time

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

1.4.2 Temporary Part-Time

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

To ensure that temporary part-time employees are properly classified as temporary, an assessment is to be made as to the regular or temporary status of the position whenever the temporary part-time employee is employed for twelve continuous¹ calendar months. This assessment is subject to the grievance procedure.

This assessment is made based on the definition of a regular part-time position, i.e. the work is of a continuing nature with a minimum of 16 hours in a calendar month. If the position is determined to be temporary this will be conveyed to the 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.

¹ 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.

2.0 REGULAR STATUS

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

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

3.0 ANNIVERSARY PROGRESSION

Progression dates shall be calculated from the date of appointment or promotion to the position. Subsequent salary adjustments shall be on anniversary dates except as otherwise specified in Article 8 and Part A, Item 43.0.

NOTE

- (a) The progression date for a regular part-time employee who works on average 50% or more of the base hours of the full time classification for the year will be at the completion of one and one third years of service.
- (b) The progression date for a regular part-time employee who works on average less than 50% of the base hours of the full time classification for the year will be at the completion of two years service.
- (c) **Successful applicants to positions in the same or lower band will not have their anniversary progression date reset.**

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

3.1 Withholding Progression (Unsatisfactory Performance)

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

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

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

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

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

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

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

3.2 Deferral of Progression (Absences from Work)

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

4.0 RETROGRESSION POLICY

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

4.1 Where Applicable

1. Retrogression shall apply where a regular employee becomes unable to perform the duties of a job for which he/she is receiving the standard rate and is transferred to a lower-rated job because of:
 - (a) A disability caused by accident or illness.
 - (b) Inability to cope with increased responsibility due to change in job content.
 - (c) Where the unsatisfactory performance is due to faulty selection and the employee has served in the position for a period of at least one year.

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

2. Retrogression shall not apply where:

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

NOTE

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

4.2 How Applied

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

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

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

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

5. It shall be the responsibility of each Human Resources Manager/Officer to advise the Union in writing when any employees are placed on retrogression. This information will be provided to the Union as soon as possible but in any case before the reduction in rate specified in 4.2(2.) takes place.

4.3 Special Provisions

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

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

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

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

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

5.0 SERVICE CREDIT

5.1 Introduction

This item defines service credit and describes the basis for calculating service credit for all purposes except those of the Pension and Insurance Plans, which are covered in the Ontario Power Generation Inc. Pension Plan and Insurance Plan Rules.

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

5.2 Service Credit Calculation

In most cases the service credit of a regular employee is that employee's seniority. The exception to this can be found in Article 10.1.2.

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.

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

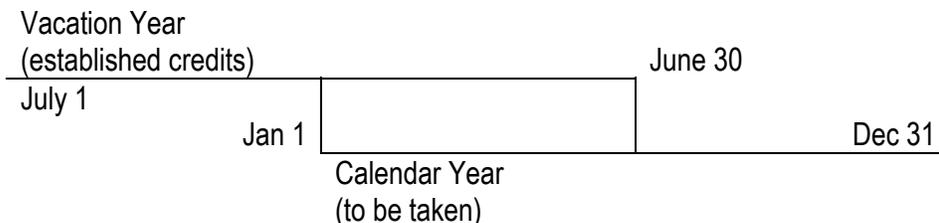
6.0 VACATIONS

6.1 General Policy

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

6.2 Relationship between Vacation Year and Calendar Year

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



6.3 Vacation Entitlement

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

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

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

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

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

Regular Employees

A regular employee shall be eligible for a vacation of:

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

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

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

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

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

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

Vacation pay shall equal 25 days' base earnings.

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

NOTE

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

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

Vacation Bonus

In the calendar year in which a regular employee completes:

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

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

Regular Part-Time Employees

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

Probationary Employees

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

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

Temporary Employees Made Regular

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

Temporary Employees

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

6.4 Special Provisions and Allowances

6.4.1 Deferment or Interruptions of Vacations

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

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

NOTE

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

6.4.2 Statutory Holidays and Vacations

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

6.4.3 New Employees

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

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

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

6.4.4 Re-engaged Employees

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

6.5 Postponed Vacations

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

1. Where it is mutually agreeable, the employee may carry-over a maximum of two week's vacation to the following year (to be taken by April 30 of that following year). Request for carry-over must be made prior to September 1.
2. Under special extenuating circumstances (as identified in Subsections 6.4.1, 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 April 30 of the next year.
3. Upon eligibility of 25 working days (5 weeks) of annual vacation, employees may defer and accumulate any vacation entitlement beyond 15 days per year. A maximum of 30 weeks' vacation may be banked. Banked vacation may be taken at a later date, subject to the supervisor's approval, or may be taken as a cash payment upon retirement.

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

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

employee would then be entitled to the unused portion of his/her vacation after recovery from the illness.

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

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

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

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

6.6 Vacation Payment on Termination

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

The payment will be based on:

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

NOTE

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

2. Six percent (6%) of base earnings to date for an employee entitled to 15 working days annually.
3. Eight percent (8%) of base earnings to date for an employee entitled to 20 working days annually.

4. Ten percent (10%) of base earnings to date for an employee entitled to 25 working days annually.
5. Twelve percent (12%) of base earnings to date for an employee entitled to 30 working days annually.

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

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

6.7 Retirement Bank

An employee may defer vacation equivalent to the banked time earned in Part A Item 30 into the Retirement Bank to a maximum of their annual vacation entitlement but at no time greater than **141** hours annually.

The deferred vacation in the Retirement Bank may only be taken after the employee has become eligible for an undiscounted pension. The employee may utilize the Retirement Bank by:

- Taking the time off immediately prior to retirement; or
- Cash out the full amount upon retirement or termination; or
- A combination of time taken immediately prior to retirement and cash out upon retirement.

When the employee takes deferred vacation from their Retirement Bank in the form of time off, they will receive their base pay and accrue pensionable service. 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.

For further clarity when the employee takes time from the Retirement Bank, such time must be taken by the employee in one consecutive period after they become eligible for an undiscounted pension and immediately preceding their retirement.

The Retirement Bank may not exceed 2080 hours (52 weeks).

The Company shall contribute 7 hours for every 40 hour block of time that a shift worker, contributes to the Retirement Bank, up to a maximum Company contribution of 21 hours per calendar year.

This clause is only applicable to shift workers who are scheduled to work the majority of a 12 month (calendar year) schedule consisting of twelve (12) or eight (8) hour rotating shifts required for continuous 24-hour operations.

Should any employee who utilizes this provision and fails, by their choice, to work the majority of the year on shift, the Company will recoup their contribution from the employee's retirement bank.

The Company will not recoup any contribution from an employee where they are assigned off shift, preventing them from working the majority of the year.

7.0 STATUTORY HOLIDAYS

7.1 Recognized

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

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

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

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

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

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

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

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

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

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

7.2 Sick Leave Credits

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

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

8.0 FLOATING HOLIDAYS

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

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

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

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

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

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

9.0 SPECIAL TIME OFF

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

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

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

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

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

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

9.2 Payment for Time in 9.1

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

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

9.3 Remembrance Day

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

1. Those employees who are serving or have served in the Canadian Armed Forces including those who are currently active in the reserve component, **or who were deployed as part of the Canadian Armed Forces.**

9.4 Remembrance Day Payment and Time Off Provisions

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

1. Normally scheduled to work, eligible employees shall be allowed time off with pay, at straight time for scheduled hours as far as work schedules will permit.
2. Scheduled to work and they are required to work, they shall be paid at the rate that normally applies for that day and given equivalent time off with pay, at straight time up to a maximum of normal scheduled hours, within the following six months.
3. Not normally scheduled to work and they are required to work, they shall be paid at the rate normally received for overtime work.
4. Shift workers on a seven-day coverage who are on a regular day off, shall be allowed equivalent time off with pay within the following six months.

9.5 Treatment for Vacation

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

9.6 Sick Leave Credit

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

10.0 LEAVE OF ABSENCE

10.1 With Pay

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

10.1.1 General

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

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

10.1.2 Funerals

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

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

NOTE

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

10.1.3 Service with Reserve Components of the Canadian Armed Forces

A regular employee who serves with the Reserve Component of the Canadian Armed Forces and can be released from work may be granted a leave of absence in order to attend annual training or a forced call out.

Top up for Annual Training

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

11.0 PREGNANCY/ ADOPTION/PARENTAL LEAVES

11.1 General Provisions

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

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

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

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

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

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

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

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

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

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

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

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

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

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

The granting of extensions to the normal 90-day acting period for positions vacated by an employee on pregnancy/adoption/parental leave shall be automatic. The Union 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 Health **Services** Division if clarification is required.

11.2.3 Pregnancy and the Sick Leave Plan

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

11.3 Legal Adoptions -- Primary Care-Giver

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

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

11.4 Benefits Under the Supplementary Unemployment Benefit Plan for Regular Employees

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

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

1. For those on pregnancy leave, two weeks at 93 percent (93%) of the employee's base pay.
2. For those on pregnancy leave, up to fifteen additional weekly payments dependent on the length of his/her EI entitlement, equivalent to the difference between the unemployment insurance benefits the employee is eligible to receive and 93 percent (93%) of the employee's base pay.
3. For those on parental leave, the equivalent of 93% of the employee's base pay for three weeks.
4. Other earnings received by the employee will be considered so that the total combination of SUB, EI benefit and other earnings will not exceed 93 percent of the employee's base pay.

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

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

11.5 PARENTAL LEAVE

11.5.1 General

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

11.5.2 Duration of Leave

Employees eligible for parental leave may take this leave beginning not later than **52** weeks of the child being born or coming into care. Unless otherwise mutually agreed females on pregnancy leave wishing to take a parental leave must commence parental leave immediately following the end of the pregnancy leave unless

the child has not come into custody, care and control of the parent for the first time. The duration of this leave is up to **35 weeks**. **Those employees who do not take pregnancy leave and all other new parents can take up to 37 weeks of parental leave.**

Employees who wish to take this leave must give the Company two weeks' notice in writing prior to the date the leave would begin and four weeks notice of the date the leave will end if they wish to terminate the leave prior to **35 or 37 weeks** following the date the leave commenced.

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

11.6 Service Credit

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

11.7 Restoration of Previous Service

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

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

12.0 DISABILITY BENEFITS AND INCOME PROTECTION

12.1 Sick Leave Plan

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

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

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

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

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

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

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

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

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

12.2 Long Term Disability

12.2.1 General Provisions of LTD Plan

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

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

DEFINITIONS:

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

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

Benefit Level - The Company agrees to assume the full cost of a 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 Chief Physician recommending that the employee should make application for LTD benefits, entitlement to accumulate or restore sick leave credits shall cease on the day following the next accumulation date provided that it falls within the qualifying period.
8. Union Dues: Upon expiry of sick leave an employee's Union dues shall cease.
9. Employee status will continue with respect to maintaining redress rights to contractual provisions.

12.2.3 Recurring Disability After Return to Regular Work

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

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

12.2.4 Individual Returns to Regular Employment

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

12.2.5 Termination of LTD Benefits

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

1. The date the individual ceases to be totally disabled or engages in any occupation for wage or profit except as permitted by the Rehabilitative Employment Clause.
2. The date the individual reaches age 65.

3. The date the individual fails unreasonably to furnish proof of the continuance of such total disability, or fails to submit to an examination requested by the Plan's medical advisors. At that point all LTD benefits will cease and the employee will be terminated.

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

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

12.2.6 Indexation

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

12.3 Rehabilitation and Re-employment

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

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

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

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

12.4 Workplace Safety and Insurance Board Payments

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

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

12.5 Supplementary Grant

12.5.1 Definition of Supplementary Grant

The supplementary grant is an amount equal to the difference between the WSIB award and the employee's normal earnings after 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, 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. Additionally, the company will compensate the employee for the full cost of all medical notes, medical forms or medical information required to support LTD or other Wellness programs. This provision does not apply to Doctor's notes requested by Line Management as part of the administration of the sick leave plan.

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

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

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

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

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

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

12.2A Long Term Disability

12.2.1A General Provisions of LTD Plan

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

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

DEFINITIONS:

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

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

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

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

NOTE

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

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

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

Exceptions and Limitations to the LTD Plan

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

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

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

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

12.2.2A Benefits While on LTD

1. Service Credit: Service credit shall not continue while the employee is in receipt of LTD benefits. Upon return to work, service credit shall be applied as per Item 12.2.4A.
2. Vacation Credit: Any outstanding vacation entitlement for a person going on LTD will be paid in cash upon expiry of sick leave. The cash payment will be calculated on the base earnings at the expiration of sick leave for the prorated days of vacation entitlement, any outstanding lieu days, any outstanding floating 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 by the same amount that pensions are indexed.
2. Pension Calculation - Base Earnings: For the purposes of calculating the pension benefit for LTD recipients the base earnings at the end of the qualifying period will be increased by the amount of the indexation increase granted in 1. above.

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

12.3A Rehabilitation and Re-employment

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

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

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

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

12.4A Workplace Safety and Insurance Board Payments

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

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

12.5A Supplementary Grant

12.5. 1A Definition of Supplementary Grant

The supplementary grant is an amount equal to the difference between the WSIB award and the employee's normal earnings after 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 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. **Ontario Power Generation** Extended Health Benefit Plan - Coverage details are contained in the current brochure entitled "**Power Workers' Union Employees, Pensioners and Dependents Health and Dental Benefits Understanding Your Plan.**"
4. **Ontario Power Generation** Group Dental Insurance Plan - Coverage details are contained in the current brochure entitled "**Power Workers' Union Employees, Pensioners and Dependents Health and Dental Benefits Understanding Your Plan.**"

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, and Power Workers' Union Employees, Pensioners and Dependants Health and Dental Benefits Understanding Your 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.

14.0 PENSION AND INSURANCE

Pension

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

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

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

Effective April 1st, 2009, as per the agreement to increase employee contributions to 5% below the YMPE and 7% above the YMPE, the Company will match the increase in employee contributions to the pension plan. Matching contributions will only be for the term of the current Collective Agreement (April 1st, 2009 to March 31st, 2012).

Insurance

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

14.1 Pension and Insurance Plan

14.1.1 The present Pension and Insurance Plan of Ontario Power Generation 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. Ontario Power Generation 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, Ontario Power Generation 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 Ontario Power Generation, amongst others, Ontario Power Generation may, after notification to the Union, effect amendment of the Plan provided that the combination of benefits resulting from the Plan as so amended and such legislation will not be less in the aggregate than the benefits now provided.

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

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

14.2 Pension Plan

14.2.1 The interest rate on contributions returned to terminated employees will be calculated as set out in the Pension and Insurance Plan of Ontario Power Generation

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 Ontario Power Generation.

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 Ontario Power Generation

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

Effective April 1, 2009, any remaining survivors of retirees whose survivor benefit is less than 66 2/3 percent will be adjusted to the 66 2/3 percent level on a going forward basis.

14.2.9 Continued Contributions

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

14.3 Group Life Insurance

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

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

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

14.3.3 Spousal Life Insurance

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

15.0 RETIREMENT

15.1 Bonus and Outstanding Vacation Payments on Retirement

1. An employee, who has completed 10 years of continuous employment, shall be given, on retirement, a cash bonus equal to one month's pay. (In the case of a regular part-time employee, the one month's pay will be pro-rated as per Part A, Item 1.2.2.)
2. The employee on retirement shall also be given a cash payment for any outstanding vacation credits. The cash payment will be on the same basis as outlined in Part 'A', Section 6.6 - Vacation Payment on Termination.
3. If required by the Company to postpone his/her vacation for the year immediately prior to retirement, he/she shall receive a cash payment for that period. No payment shall be made for unused vacation for any other years.

15.2 Retirement While Ill

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

15.2.1 Sick Leave Grant Extends to or Beyond Retirement Date

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

15.2.2 Vacation Credit and Bonus Extends to or Beyond Retirement Date

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

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

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

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

15.2.4 Unused Vacation Credit for Preceding Year

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

16.0 TEMPORARY EMPLOYEES

16.1 Definitions

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

16.2 Benefits

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

16.2.1 Vacations

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

16.2.2 Statutory Holidays

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

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

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

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

16.2.3 Floating Holidays

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

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

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

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

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

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

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

16.2.4 Sick Leave Entitlement

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

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

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

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

16.3 Notice of Termination

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

17.0 POSTING OF VACANCIES AND TRANSFER UPON APPOINTMENT

17.1 Post and Transfer - General

All regular full-time and regular part-time positions within or one level above the Union's jurisdiction will be advertised province-wide when they become vacant. Selection to be made or the vacancy cancelled within four months after the posting date of the advertisement. Transfers of successful applicants to be made or rate for the new position paid in accordance with the Promotion Rule as identified in Article 8.9, 60 days from the date of selection for the position.

Management will provide the Union Office with an electronic copy of the vacancy and an electronic list of all applicants for the job postings within two (2) weeks after the closing date for applications.

17.2 Notification to Applicants

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

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

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

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

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

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

3. When a final decision has been made, the supervisor or his/her Human Resources Manager will ensure that:

The unsuccessful applicants not yet informed are notified of the final decision as soon as possible. The name of the successful applicant should be given **as well as being provided to the PWU office.**

The successful applicant and his/her supervisor is notified.

Notify Human Resources of the name of the successful applicant for publication.

17.3 Similar Vacancies

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

17.4.1 Instructors and Training Technicians (Nuclear)

Advertised vacancies for instructors and training technicians may be filled on a temporary basis. The time period shall not exceed 18 months after which the incumbent will revert to his/her regular classification and location. The position(s) will be advertised each time with the provision that an employee will not be selected for two consecutive terms. The employee will be compensated at the appropriate Training Technician rate. While he/she is retained in the Training Technician position, progression in his/her original classification will not be delayed because of such a temporary assignment. The number of positions in a department filled on a temporary basis will not exceed 50% of the positions filled on a regular basis. Exceptions to this clause may be jointly agreed to between the Sector Vice-President or delegate and Management.

17.4.2 Instructors (Non-Nuclear)

Advertised vacancies for instructors may be filled on a temporary basis. The time period shall not exceed 18 months after which the incumbent will revert to his/her regular classification and location. The position(s) will be advertised each time with the provision that an employee will not be selected for two consecutive terms. The employee will be compensated as per Article 8 for the position while he/she is retained in it and his/her progression in his/her original classification will not be delayed because of such a temporary assignment. The number of positions in a department filled on a temporary basis will not exceed 50% of the positions filled on a regular basis. Exceptions to this clause may be jointly agreed to between the Sector Vice-President or delegate and Management.

17.5 Internal Temporary Rotational Opportunity

Internal temporary rotational opportunities required for greater than twelve months will be posted at the location. Selection criteria will be per Article 10 Selection Rules.

18.0 HEADQUARTERS

18.1 General

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

18.2 Definitions

Work Headquarters - Regular: That location to which the employee normally reports in order to receive his/her daily work assignment or to perform his/her regular duties.

Work Headquarters - Temporary: The centre from which an employee is directed to work when carrying out all or part of his/her duties away from his/her regular work headquarters.

Residence Headquarters: The residence headquarters is that location within which or adjacent to which he/she is expected to reside or is assumed by the Company to reside for purposes of payment of allowances.

NOTE

The residence headquarters may or may not be the same location as the work headquarters.

Householder: Householder is defined as a person who maintains a complete dwelling.

18.3 Establishment of Headquarters

18.3.1 Work Headquarters

The Company may, at its discretion, establish work headquarters in any location for effective administration.

Notice Period - Overnight Absence at Temporary Work Headquarters: In the event an employee is assigned to temporary work headquarters and overnight absence is required, **seven (7) days' notice will be given. For unplanned water management operations in Hydro Electric, three (3) days' notice will be given.** Notice will not be required where emergent conditions exist.

Note

For Non-Nuclear such notice will be personal notice as defined in the Collective Agreement.

Penalty: Failure to provide notice as above will require payment of premium² rates for work performed from the temporary work headquarters until the notice period has expired.

² **Two times base rate**

18.3.2 Residence Headquarters

The establishment of residence headquarters will be dependent upon the presence of adequate living facilities at that location.

Residence headquarters for employees with no spouse or dependents may be any location where there are boarding facilities either Company or privately owned.

Residence headquarters for employees with a spouse and/or dependents may be any location where there is housing accommodation whether it be Company or privately owned.

NOTE

Such accommodation must be one at which it is reasonable for the employee to reside.

Establishment of New Residence Headquarters: When a residence headquarters is established in a location which was not previously so designated, the human resources manager shall advise Labour Relations who, in turn, shall advise the Union.

NOTE

The Union need not be advised on individual moves from one established residence headquarters to another.

18.4 Change of Headquarters Upon Transfer

18.4.1 Advice of Headquarters

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

18.4.2 Notice of Transfer

When employees with more than one month's service are transferred and a change of residence headquarters is involved, a minimum of one month's written notice shall be given. This shall not apply in the case of an employee being transferred as a result of an advertised vacancy or as a result of the Worksite/Location Redeployment clause of Article 11.0.

18.4.3 Duration of Stay in New Residence Headquarters

Householder: A change in residence headquarters will not be made for a householder unless it would appear that he/she will be located at the new residence headquarters for a period of at least six months.

Living in Trailers: For those employees living in household trailers, moves for lesser periods than six months may be authorized at the discretion of the division or region concerned, bearing in mind the distance and economics involved.

19.0 TRAVELLING TIME OUTSIDE NORMAL WORKING HOURS

When a supervisor directs employees to travel between one work centre and another work centre, they shall be entitled in any calendar day to payment for travelling at the appropriate premium rate in accordance with conditions governing overtime up to a maximum of the number of hours which constitute a normal work day subject to the following:

1. Overtime will be paid when employees are required to drive a Company vehicle outside normal working hours unless being used exclusively for their own personal transportation.
2. When travelling by public transportation, travelling time shall be considered to include waiting periods beyond the employee's control up to a maximum of five hours; both preceding, during and subsequent to the travelling period, but excluding meal periods (one hour each) occurring during the waiting period.
3. When a berth or overnight accommodation is allowed and available, compensation shall not be made between 2300 hours and 0800 hours, nor shall the time spent for noon and evening meals (one hour each) be subject to compensation.
4. Travel time outside of normal working hours associated with selection interviews, attendance at training courses of five days or more or attendance at conventions (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. No compensation for travelling 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 24.0.
 - (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.
6. Where the Company normally provides transportation facilities between residence headquarters and work headquarters for normal daily hours an employee required to work extension overtime will be provided free transportation to the residence headquarters.

NOTE

Equivalent time off without pay may be granted on the basis of an hour off for each hour spent travelling provided the workload permits.

20.0 Compensation for Travelling Expense

Employees required to work at a temporary work headquarters will be paid a travel expense equivalent to the return road kilometres between the temporary work headquarters and the regular work headquarters subject to the conditions below:

1. Employees who travel 5 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. 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.

In addition to the travel expense those employees at the temporary work headquarters shall be paid:

For time spent travelling on the first trip when the work headquarters is changed and the last trip when he/she returns to his/her regular headquarters;

Entitled once every two weeks to payment for actual time spent travelling at straight time up to a maximum of three hours each way between temporary headquarters and regular work headquarters.

21.0 TRANSPORTATION TO OUTLYING STATIONS (Nuclear ONLY)

Transportation to outlying stations shall be in accordance with Mid-Term Agreement PW-8.

Employees at the Bruce Site who avail themselves of the bus service shall be charged a standard fare of \$1.00 each way and \$2.00 per round trip.

The kilometre rates applicable under Mid-Term Agreement PW-8 shall be two-thirds of the current Company kilometre rate.

22.0 KILOMETRE RATES

Kilometre rates paid to employees using their automobiles on Company business shall be as follows:

1. The rate paid per kilometre is related to changes in the Private Transportation Index component of the Consumer Price Index of Canada.
2. The rate of .42 cents per kilometre will take effect on January 1, 2001.
3. Future increases of one cent per kilometre will occur with each additional ten percent (10%) point increase from the base figure of 31.5 (1992 CPI = 100) in accordance with the formula described in a letter of agreement between Ontario Hydro and the Union dated May 25, 1983.
4. Conversion factor is 1 mile = 1.6 km.
5. A decline in the index below the level of a previously surpassed trigger point for two or more consecutive months will result in a reduction in the paid rate to the appropriate amount.
6. The effective date for any new kilometre rate triggered by this indexing formula will be the first of the month following the month in which the index is published.
7. The additional payment for hauling household trailers will be nine cents per kilometre. The payment for hauling smaller trailers (camper, ski-doo, boat, etc.) will be three cents per kilometre.
8. The above rates will apply on a province-wide basis.

As a condition of employment, the Company does not require anyone to own a car. When transportation is required, the employee may, with the Company's approval elect to use his/her own car at the approved kilometre rate but if he/she does not elect to use his/her own car or if he/she does not own a car, the Company will, if necessary, provide alternative transportation appropriate to the occasion. However, ownership of an appropriate driver's license may be a condition of employment in some situations.

23.0 TRANSPORTATION AND MOVING EXPENSES

23.1 General

Method of Transportation: The method of transportation and all expenses chargeable to the Company in moves of employees are subject to the control and approval of the Company.

Packing and Shipping Furniture: In view of the Company's willingness to pay for packing furniture, as well as transportation, employees usually will not be allowed time or travelling expenses to return from point of work in order to look after packing and shipping of furniture, subject to Subsection 23.5, Time Off For Move.

23.2 Notice of Transfer

Refer to Section 18.4.2.

23.3 Transfer of Temporary Employees

The Company will only pay necessary travelling expenses of temporary employees when they are moved from one location to another at the Company's request.

NOTE

The transportation of families and/or furniture of such employees will not be paid.

23.4 Appointment of New Probationary Employees

A new employee hired for a regular position in a location other than the point of hire will not ordinarily be recompensed for moving expenses.

NOTE

In exceptional cases, as part of the employment agreement, a director may pay all or part of the moving expenses of the employee and household to the location where the employee will be employed.

This rule applies to a new operator-in-training or a new apprentice who is being assigned to the first location.

NOTE

Costs of transporting the family of an operator-in-training or of an apprentice to a new location during the training period will be paid, but costs of moving the household effects of an operator-in-training or of an apprentice who is a householder will only be paid when they have attained two years' service or on the final move to a regular position.

23.5 Transfer of Regular Employees

The following instructions will apply to all regular employees subject to the following limitations: An operator-in-training, or an apprentice will be eligible when progressing satisfactorily with the training course, after the attainment of two years' service. In the case of regular part-time positions, expenses for employees will be pro-rated based on the hours of the position into which they are moving except for moves governed by Article 11.21 in which case Part A, Item 23.0 applies in whole.

Householders: When the work headquarters of a regular employee who is a householder is changed he/she will be entitled to the moving expenses outlined below if;

- (1) His/her current residence is not within a reasonable commute* of the new work headquarters; and
- (2) His/her new residence is within a reasonable commute* of the new work headquarters.

*reasonable commutes are reviewed independent of one another

NOTE

A householder is defined as a person who maintains a complete dwelling.

1. Transporting the employee and family.
2. The packing, freight or truck charges on household effects, among which will be included boats and second automobiles which are part of the personal effects of the employee.

NOTE

Items of this kind which are used for business farming or commercial purposes, as well as large boats such as houseboats which would require special transportation would not be included in moving expenses paid by the Company.

together with,

3. The cost of board and lodging for the employee's family while furniture is in transit.

Board and Lodging: The Company will also pay the expenses or board and lodging allowance for the employee as applicable under Part 'A', Item 25.0.

Part E Employees: Moving expenses will only be paid when there is a minimum of six months' work available at an established work headquarters or on a special project for these employees who are householders.

NOTE

For regular employees living in household trailers, moves for lesser periods of time than six months may be authorized by the department head or construction manager concerned. In this connection the distances and economics must be carefully considered.

Incidental Out-of-Pocket Moving Expenses: Employees may claim a \$5,500 allowance for miscellaneous out-of-pocket expenses required by the move. The requirement for supporting receipts and taxability of the allowance will be governed by Accounting Service Procedures.

Lease Termination: The Company will pay up to the maximum of two months rent towards the actual cost in terminating a lease.

Time off for Move: If regular employees who are householders are required to move their household to new residence headquarters on a regular scheduled day of work, they shall be granted one day off with pay to assist in the move.

NOTE

Extension of this time off with pay will be at the discretion of the director concerned.

Non-householders: When the residence headquarters of a regular employee who is a non-householder is changed, the cost of transporting the employee will be paid. A director, at his/her discretion, may authorize

actual moving expenses to a maximum of \$1000.00 or a lump sum payment of \$1000.00 towards the cost of moving personal effects, including furniture. No reimbursement will be made for incidental out-of-pocket expenses.

NOTE

This section does not apply to operators-in-training nor to indentured apprentices with less than two years' service.

Kilometre: All employees described under the Householders and Non-householders sections may be allowed the regular kilometre rate for driving the employee's car to the new location provided that such cost is not more than it would otherwise cost for transportation of the employee's family and for freight on shipment of the automobile.

NOTE

When the Company considers a preliminary trip to the new location is necessary for interview or for the employee to seek a house, the time, board and lodging and travelling expenses of the employee may be paid.

Legal and Real Estate Brokerage Fees: In addition to the provisions of the Householders and Kilometre sections, with the exception of employees and circumstances listed in Exceptions subsection below, regular employees who are householders, required by the Company to move their principal residence, shall be entitled to the following:

1. The Company will reimburse the employee up to \$18,000.00 for standard brokerage fees related to the sale of the old principal residence and legal fees and disbursements actually incurred in selling the old residence and/or buying the new principal residence, (legal fees will be in accordance with a standard recognized scale and could include such items as land transfer tax, survey and legal fees associated with arranging or discharging a first mortgage and mortgage appraisal fees).
2. To qualify for payment of expenses involved in purchasing a new residence, the employee must give written notice at the time of his/her transfer that he/she intends to buy a residence.
3. If an employee sells a mobile home [i.e., a trailer designed and used exclusively as a residence which exceeds 2.6 metres (8.5 feet) in width or 10.67 metres (35 feet) in length], he/she is considered to have sold his/her residence.

Exceptions: Any transaction, which is not commenced within one year of the date of the employee's transfer. Extension of this time period shall be at the discretion of a director.

Moves resulting from a demotion for cause.

23.6 Housing Assistance Plan

Eligibility for the Housing Assistance Plan is conditional on the employee abiding by all the requirements of the Housing Assistance Plan as listed below:

23.6.1 Application

23.6.1.1 The housing assistance plan applies to regular employees eligible under Item 23.5 who are subject to a forced transfer or who have received a written declaration that they are surplus.

23.6.1.2 The provisions of this policy are only applicable to the principal residence of the employee, but do not cover other commercial (income producing) properties, cottages which are not the principal residence, farms, commercial real estate holdings, tenanted properties (e.g. duplex or triplex), mobile homes on leased land, or residences with urea formaldehyde foam insulation (UFFI) or properties as defined in Item 23.6.1.3.

23.6.1.3 It will be the prerogative of the Company to reject an employee's application for Housing Assistance if the property is not an acceptable risk, with free and clear title.

23.6.2 Purchase Guarantee

23.6.2.1 The Company will provide a purchase guarantee based on an appraisal of the property's current worth by a group of up to three appraisers, to be selected by mutual agreement between Corporate Real Estate and the employee. The appraisals will be done at a time that is convenient to the employee and his/her family. Individual appraisals provided to the Company by the realtors/appraisers will not be disclosed to ensure objectivity for current and future appraisals.

23.6.2.2 The Company will not request appraisals until the employee is ready to list his or her house in the marketplace, providing this is within one year of the employee's transfer to the new work location, and the employee is prepared to abide by Subsection 23.6.2.4 and Subsection 23.6.3.1.

23.6.2.3 The employee must accept or reject the Company's Purchase Guarantee within ten working days of its receipt. If the employee rejects the Purchase Guarantee, the Company has no further responsibility with regard to Housing Assistance or the Purchase Guarantee, however, the employee will still be entitled to the other relocation assistance benefits including 23.6.5.3.

23.6.2.4 If the employee wishes to participate in the Housing Assistance Plan, the employee must not list the property for sale until the Purchase Guarantee has been accepted.

23.6.3 Listing of Property

23.6.3.1 If an employee chooses to participate in the Housing Assistance Plan, by accepting the Purchase Guarantee, the employee will immediately list the property for 90 days on MLS (where such service is available) at a price not exceeding 107% of the guaranteed price.

23.6.3.2 Under the Housing Assistance Plan, the Company purchases an employee's principal residence in the former location at market value, if the employee is unable to sell it within 90 days. The house may be purchased by or turned over to the Company after 30 days if the house is vacant and the

employee agrees with this action. The employee must put in writing that no real estate fees will be paid if the property is purchased by the Company.

23.6.3.3 The employee will retain the right to sell to a third party until such time as the property is purchased by or turned over to the Company for resale.

23.6.3.4 In order to assist the employee to dispose of the property expeditiously and at a fair market value, the employee must notify the Employee Relocation Administrator of all offers to purchase during the listing period. The Company may ask the employee to accept an offer, which is lower than the Purchase Guarantee, whereupon the employee will be compensated for the difference between the Company's Purchase Guarantee and the amount of the offer. The employee's acceptance of any offer less than the Company's Purchase Guarantee is not mandatory and the employee will retain control of the sale of the residence throughout the listing period. All offers to purchase will be held in confidence by the Employee Relocation Administrator.

23.6.4 Sale of Property by the Company

23.6.4.1 The employee must be prepared to sign power of attorney authorizing the Company to sell property on the employee's behalf on the first day following the 90 day listing period. If the employee will be unable to vacate the premises at that time, the Employee Relocation Administrator must be notified.

23.6.4.2 The Company will pay to the employee the difference between the value of the property to the Company (Purchase Guarantee) and all existing encumbrances, including the advance of equity when the house is turned over to the Company or at the end of the 90 day listing period, whichever comes first.

23.6.4.3 When an employee applies for assistance under this procedure, he or she must declare under oath, if required by the Company, all encumbrances of any nature or kind whatsoever, including executions, chattel mortgages, and notices of conditional sales contracts which the employee is obliged to pay.

23.6.4.4 In consideration of the payment to the employee of the amount established in Subsection 23.6.4.2, the employee will complete a deed of sale of the property, conveying the same by good and marketable title, but subject to all existing encumbrances, to the Company or its nominee.

23.6.5 Advance of Equity

23.6.5.1 In order to provide the employee with funds for a deposit or down payment on a residence at the new location, an advance of up to 100% of the employee's equity (Purchase Guarantee minus encumbrances) in the employee's principal residence at the former location may be loaned to the employee by the Company.

23.6.5.2 If the employee accepts the Company purchase guarantee and sells his/her principal residence during the 90 day listing period, he/she is responsible for repaying the Advance of Equity to the Company within five working days of the closing date of the sale of the former residence. Failure to do so will activate the appropriate interest charges to the employee based on the Bank of Canada's weekly 5-year mortgage rate (employee housing loan five-year term) in effect on the

closing date of sale. It is the employee's responsibility to repay the Advance of Equity to the Company within five days of the sale of the former residence, or within 90 days from the date of issue of the Advance, whichever comes first.

23.6.5.3 An employee who rejects the Company's Purchase Guarantee, may take advantage of the Advance of Equity option. If the former principal residence is not sold within 90 days of the date of issue, the employee must pay interest to the Company at his/her own expense commencing on the 91st day. The interest rate will be based on the Bank of Canada's weekly 5-year mortgage rate (employee housing loan five-year term) upon the expiration of the 90-day period. It is the employee's responsibility to repay the Advance of Equity to the Company when the former residence is sold, or within 180 days (six months) from date of issue of the Advance, whichever comes first.

23.6.6 House Evaluation and Guarantee Plan

Upon subsequent transfer within the Company, an employee will be guaranteed his/her purchase price up to a maximum of four times his/her base salary at the time of the transfer (plus or minus \$3,000 for improvements or damages to the property). This guarantee will be for a period of ten years from the date of purchase. Improvements must be verified by receipts and do not include normal painting, decorating and maintenance costs. An employee may not sell his/her house for less than the guaranteed amount without the consent of the Company.

If an employee contracts to have a house built in the new location, the Employee Relocation Administrator, Corporate Real Estate, must arrange for an appraisal of the new principal residence upon completion to establish the "guarantee amount".

If an employee who is eligible for the House Evaluation and Guarantee Plan rejects, or does not qualify for, the Company's Housing Assistance Plan, the following stipulation will apply. The employee must not sell to a third party for a price less than the employee's original purchase price, unless the sale price is approved by the Employee Relocation Administrator, Corporate Real Estate.

The price level guaranteed by the House Evaluation and Guarantee Plan will be modified downwards in the event of a significant reduction in the level of real estate prices throughout Ontario.

23.7 Transfer of Regular Employees - Staff Reduction and Recall Procedure- PWU Agreement - Article 11

No moving expenses will be paid for an employee being recalled to a vacancy.

Recall shall include employees who are reclassified from a lower classification to their original classification as well as employees who have terminated employment and are recalled.

23.8 Allocation of Moving Expenses

When an employee is moved from one location to another, the expenses involved shall be charged to the location to which the employee is moved except in the case of a move of a retiring employee occupying a Company-owned house. In this instance the expenses shall be charged to the residence headquarters at the time of retirement.

23.9 Change of Residence Headquarters

On a change of residence headquarters the employee shall be entitled to actual expenses for a period of up to one month. He/she shall be entitled to an allowance of \$75.00 each day he/she is eligible thereafter.

23.10 Terminations and Retirements Following Relocation

The Company is not required to provide moving expenses to an employee who is entitled to moving expenses as per Part A Item 23 unless the employee signs an agreement with the Company providing:

(a) that the employee agrees that in the event he/she voluntarily terminates from OPG less than three years from the date of relocation they will be obligated to repay a prorated portion of the relocation benefits discounted at a rate 50% in year one and 25% in each year two and in year three.

NOTE: The above provision does not apply to employees who are moved as a result of a forced transfer or in the case of an employee who has a dramatic and serious change in circumstances.

24.0 RETURN TO RESIDENCE HEADQUARTERS

24.1 General

It is often necessary for Company employees including those on transfer to work at temporary work headquarters, which are at points distant from their residence headquarters.

Having due regard to the nature, importance, and length of the job and when practicable, the Company shall, within reasonable limits, reimburse the employee for expenses incurred in returning to his/her residence headquarters once each week. If an employee chooses to remain at the temporary work headquarters, the Company will pay the lesser of the cost of meals and accommodation or the cost of the return trip to his/her regular work headquarters.

24.2 Return to Residence Headquarters on Permanent Transfer

An employee permanently transferred to a new residence headquarters will be reimbursed for expenses incurred in returning to his/her old residence headquarters once each week until he/she moves his/her family to the new location. The maximum period of entitlement will be four months from the date of transfer to the new residence headquarters unless extension is authorized by the appropriate director.

Entitlement shall cease when the employee moves his/her family to the new location.

All travel time associated with the return to residence headquarters will be outside the employee's scheduled hours of work.

The employee will not be entitled to claim payment for travel time.

24.3 Return to Residence Headquarters When Transferred to a Temporary Work Headquarters

Entitlement will be for the duration of the transfer (subject to postponement as per 24.5.2 below).

All travel time associated with return to regular headquarters will be outside the employee's scheduled hours of work. The employee will be entitled to payment for actual time spent travelling at straight time to a maximum of eight hours each way.

24.4 Assignments to Training Courses

Employees assigned to temporary work headquarters for training courses of five days or more will be compensated for expenses incurred in returning to his/her residence headquarters once each week.

Payment for travelling time each way will be at straight time rates up to a maximum of a normal day's basic pay.

24.5 Qualifications to Above Policy

The return trips mentioned in Section 24.1, will be granted subject to the following conditions:

24.5.1 Scheduling of Trips

Return trips to residence headquarters shall be made at times when service or apparatus will not be jeopardized thereby except in case of emergency such as illness in the family or other matters highly important to an employee.

The Company will schedule the trip to meet the needs of the majority concerned or by mutual agreement where the work of some employees is dependent on the assistance or presence of other employees.

24.5.2 Postponement of Return to Residence Headquarters

If, at the end of a week, when a return to residence headquarters would normally take place, it appears that the job will be completed on or before Wednesday of the following week, the return trip may be postponed until the job has been completed. If work is not planned on the weekend, the employee will have the option of remaining at the temporary headquarters or claiming the equivalent cost of staying at the temporary work headquarters and make his/her own arrangements.

24.5.3 Use of Company Vehicles

The round trip to residence headquarters must be made within the scheduled non-working period. It must be made in a Company vehicle whenever the services of a suitable vehicle are available.

When a suitable Company vehicle is available, employees who do not avail themselves of these facilities will not be reimbursed for transportation expenses. Those who remain at the temporary work headquarters will be treated as if they were at residence headquarters.

When transportation by Company vehicle is not provided, the equivalent of public transportation costs or the standard kilometre allowance, whichever is lesser, will be authorized by his/her supervisor for an employee

who chooses to use his/her own car instead of public transportation for himself/herself alone or for carrying other employees as passengers.

24.5.4 Isolated Locations

In special cases when a temporary work headquarters is remote from public transportation, employees will be allowed to accumulate or "bank" overtime at straight time rates to a maximum of 40 hours in order to have extra time away from the job. Such permission shall only be granted when the majority of the affected employees agree.

NOTE

Each special case is subject to agreement between the PWU Executive Committee and Labour Relations.

24.6 Alternative to Return to Residence Headquarters

The Company will consider paying travelling costs up to a maximum of the costs to residence headquarters when an employee wishes to go to some other location for personal reasons such as to join his/her family who are vacationing.

25.0 BOARD AND LODGING

25.1 General

The payment or nonpayment of board and lodging (or living-out allowance in lieu thereof) shall be predicated on separation or non-separation from the employee's Residence Headquarters as defined in Part 'A' Item 18.0.

NOTE

No free board and lodging shall be given to employees while they are located in their residence headquarters except where camp facilities are provided.

When Applicable: Board and lodging allowance is only applicable when the employee is absent from residence headquarters for more than one month.

For periods of time up to one month, the employee is entitled to submit an expense report for actual expense incurred.

25.2 Rate of Allowance

The board and lodging allowance shall be \$75.00 per day.

Statutory Holidays and Vacation: Board and lodging will be allowed for statutory holidays.

During annual vacation period, lodging expenses only will be allowed, whenever it is necessary for the employee to retain this lodging for use after vacation, and approval has been obtained from the department head.

NOTE

If, under certain circumstances and local conditions, the standard rate is considered inadequate, and it would result in undue hardship to the employee, a higher weekly limit, commensurate with existing conditions, may be set with the approval of the vice-president or the general manager concerned. In this case, the request must be supported by vouchers.

The standard rates for board and lodging in Company boarding houses shall be \$4.60 per day. The rates for OITs, apprentices, junior clerks and summer students earning the equivalent of salary range 54 or lower shall be \$23.00 per week.

25.3 Absence from Residence Headquarters

The Company shall assume, within reasonable limits, the cost associated with meals, travel and lodging while an employee is assigned to a temporary headquarters. Where possible, single room accommodation will be provided.

Board and lodging shall be supplied without charge if the employee is living in Company-operated quarters.

When employees are required to work away from their normal headquarters for three consecutive days or more in a week, they shall be entitled to claim \$30.00 in compensation for laundry and long distance telephone calls home. The provisions of this item shall also apply to employees who are in receipt of actual expenses or board and lodging allowance due to change in residence headquarters in accordance with Section 25.4.

25.4 Change of Headquarters

25.4.1 Regular Employees - Householders

A regular employee shall be paid expenses up to a maximum period of four months as follows:

Actual expenses for up to one month from the date of actual transfer to the new location, and thereafter for a maximum of three months, the standard board and lodging allowance until the time the household is occupied in the new location.

NOTE

Such an employee must be a householder and entitled to the payment of expenses as outlined in Part 'A' Item 23.0.

Extension of Allowance: Payment of any allowance beyond the period of four months must be authorized by the appropriate director.

Eligible Employees: Payment of this allowance will be made only to an employee who indicates an intention to move to the new location.

If the employee fails to move within the time limit, any cash allowance paid in lieu of board allowance shall be recovered by the Company unless the reasons for not moving were beyond the control of the employee and/or the employee actually did board in the new location during this period.

25.4.2 Non-householders

On transfer to Company-operated quarters, an employee who is a non-householder shall pay for board and lodging immediately on transfer.

If not living in Company-operated quarters, an employee who is a non-householder shall be permitted actual expenses to a maximum of up to one month, after which no allowance will be made.

25.4.3 Apprentices

If transferred to a new headquarters upon completion of the training course, the apprentice shall receive allowances as provided for a non-householder in Section 25.4.2.

25.4.4 Attendance at Company-Operated Training Courses

Board and lodging shall be provided or board and lodging allowance shall be paid to all employees when attending a Company-operated training course.

26.0 JOINT COMMITTEES

26.1 Joint Pension and Insurance Committee

Note:

Nomenclature and participation on this Committee are subject to change pending the implementation of amendments to the Ontario Power Generation Pension Plan. The parties agree to revise this item as necessary for the next printing of the Collective Agreement.

1. Scope: To monitor the administration and the financial status of the Pension and Insurance Plan covering all plan members and to recommend changes as set out below:
2. Personnel: The "Joint Pension and Insurance Committee" shall meet at least twice a year or as requested by either party and shall consist of the following members:
 - three PWU members
 - three Ontario Power Generation management members

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

The chair will rotate between Ontario Power Generation 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 Ontario Power Generation.

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 Ontario Power Generation's administration of the Pension Plan as established under the Electricity Act, and Pension Benefits Act, associated regulations and rules, and other applicable legislation.
- (b) Make recommendations respecting the administration of the Pension Plan.
- (c) Promote awareness and understanding of the Pension Plan on the part of Plan members.
- (d) Review the Ontario Power Generation's approved annual financial statements and investment performance.
- (e) Review the Ontario Power Generation's approved Actuarial Valuations of the Pension Plan and discuss the need for assumption changes.
- (f) Identify potential benefit changes and discuss cost and other implications. Committee recommendations for benefit level changes will be subject to ratification of the respective parent bodies.
- (g) The Committee will have the role of making recommendations generally with respect to the notational account. Life Insurance.

Life Insurance

- (a) Review the financial position, premiums and taxable benefits of the life insurance provisions of the Plan.
- (b) Identify potential benefit changes and discuss cost and other implications. Committee recommendations for benefit level changes will be subject to ratification of the respective parent bodies.

26.2 Joint Health and Safety Consultation

The parties will consult regularly on corporate level employee health and safety matters. The following two joint committees will be established to facilitate this consultation.

26.2.1 Joint Policy Committee on Health and Safety

1. Goal

To participate in the formation of health and safety strategy and policy by providing information and opinion from the Union to the Company's executive on employee health and safety.

2. Personnel

- (a) Company Health and Safety Advisory Committee.
- (b) Union Executive Committee and chairperson of Union Provincial Health and Safety Committee and Union staff advisor.
- (c) The chair will rotate between the chair of the Company Health and Safety Advisory Committee and the Union Provincial Health and Safety Committee.

3. Function

- (a) Identify problems and issues of Company significance which have not been resolved in the Joint Health and Safety Working Committee.
- (b) Review proposed initiatives and advise the corporate executive.
- (c) Evaluate existing policy and advise the corporate executive on recommended changes. This function applies particularly to safety rules and work protection code.
- (d) Develop Joint Policies on Health and Safety
 - i) Authority to Stop Work.
- (e) The committee will meet once a year or as mutually agreed.

26.2.2 Joint Health and Safety Working Committee

1. Goal

- (a) Provide recommendations to assist the Health and Safety Division in the development, implementation and evaluation of corporate employee health and safety policy and programs.

2. Personnel

- (a) Manager, Programming Department, Health and Safety Division and other management staff as deemed necessary from time to time.
- (b) Union Provincial Health and Safety Committee and Union staff advisor to a maximum of eight.

3. Function

- (a) Participate in the identification of problems and issues of Company significance in employee health and safety policy and practice.
- (b) Participate in the development, promotion and implementation of Company health and safety programs.
- (c) Study, develop and make recommendations for changes to the corporate safety rules and work protection code. This function can be delegated to an ad hoc group with mutual agreement.
- (d) The committee will normally attempt to resolve issues of mutual interest before seeking intervention by senior management or the Joint Committee on Health and Safety.
- (e) The committee will meet twice a year or as mutually agreed.

26.2.3 Joint Committee on Radiation Protection

A joint committee shall be established on the following basis:

1. Name: Joint Committee on Radiation Protection.
2. Goal: To provide a forum for communications between Management and employee representatives on radiation protection topics, and to develop recommendations to senior management for improvements in the radiation protection program. The resulting program is expected to lead to a level of performance that compares favourably with the best in our business.
3. Structure:
 - a) Chair: The chair shall rotate on a yearly basis between Management and a PWU Executive Representative.
 - b) Members:
 - Six Management representatives
 - Six PWU representatives
 - Two Society representatives
 - c) Secretary: Shall rotate on a yearly basis between the Management representatives and the PWU support staff. Management or the PWU shall not hold both secretary and chair positions at the same time.
4. Functions: Provide, with respect to employee and public health and safety, group recommendations on improvements to the radiation safety program to the Chief Nuclear Officer by:

- reviewing performance, evaluating against targets and external standards, and recommending broad goals and performance objectives
- evaluating performance, identifying problem areas and seek commitment for change as appropriate
- promoting good radiation protection practices
- defining overall program direction
- defining appropriate changes to the Radiation Protection Regulations, supporting procedures, and associated programs

26.2.3.5

Frequency of meetings and quorum: the Joint Committee on Radiation Protection will meet quarterly. A quorum will be not less than 50% of the members from each of the parties. In the event that a quorum is not achieved, that quarterly meeting will be cancelled.

26.2.4 Joint Employment Equity/Diversity Committee

1. Goal: To provide a joint forum for work on OPG Corporate Employment Equity, Human Rights and Diversity policies and/or associated corporate issues.
2. Personnel: (a) The committee will be structured to provide broad representation from the Company and the PWU. Up to six positions will be made available to be shared equally between the PWU and the Company (b) The PWU and the Company will be allowed staff advisors as required.
3. Function: To meet and exchange information regularly to ensure that the committee is informed of progress on initiatives undertaken by the Corporation and the Union. Each party will identify and bring forward emerging corporate issues for discussions. Both parties will attempt to agree on recommendation(s) acceptable to all parties and for delivery to the Senior Vice President, OPG Human Resources and/or to the PWU Executive where appropriate. Where agreement cannot be reached, each party will communicate expeditiously their positions to the above appropriate party.
4. Management is responsible for time and expenses, except for union staff time associated with this committee.
5. Reference: Terms of Reference, Tripartite Diversity/Employment Equity Team.

26.2.5 Joint Employee and Family Assistance Committee

A joint committee will be established on the following basis:

1. Name: Joint Employee and Family Assistance Working Committee

2. Goal: Provide recommendations to assist the Company and the Union in the development, implementation and evaluation of employee and family assistance policy and programs.
3. Personnel
 - (A) Chair: The chair shall rotate on a yearly basis between the Company and a PWU representative.
 - (B) Members:
 - . Representative from the Company
 - . Two (2) PWU representatives and one staff advisor.
 - . Two (2) Society representatives
 - (C) Secretary: The secretary shall be supplied by the Company.
4. Function:
 - 4.1 Participate in the identification of problems and issues of significance in employee and family assistance policy and practices.
 - 4.2 Participate in the development, promotion and implementation of employee and family assistance programs throughout the province.
 - 4.3 On an ongoing basis study, develop and make recommendations for change to the Company employee and family assistance program. This function can be delegated to a sub-committee by mutual agreement.
 - 4.4 The committee will normally attempt to resolve issues of mutual interest before seeking intervention by the Senior Joint Union/Management Committee.

27.0 DISTRIBUTION OF PWU NEGOTIATED POLICIES AND PRACTICES

The Company will supply the Union with PWU Negotiated Policies and Practices in quantities to distribute to its stewards and with revisions as may be issued.

28.0 DISTRIBUTION OF AGREEMENT AND WAGE SCHEDULES

The parties will make all reasonable efforts to resolve any outstanding issues within 3 months after ratification. The agreement will be distributed within 6 months from date of ratification This Agreement shall be printed as soon as practicable after the date of signing and made available by the Company to the Union in sufficient quantities for distribution to its membership.

29.0 TIME CHARGES - UNION ACTIVITIES

29.1 Time Charges and Expenses - Union Representatives

Time off and expenses for Union officers will be granted in accordance with Negotiated Policies and Practices Number 3.

29.2 Time Charges for Employees On Union Business

When the time of employees on Union business is payable by the Union, such time shall be charged at normal rates of pay. The normal payroll burden without the administration charge of ten percent (10%) will be applicable only for Union releases in excess of five consecutive days.

30.0 Banked Time

The following Banked Time in Lieu Of Overtime agreement shall apply to all PWU represented employees as follows:

An employee who has accumulated overtime hours shall receive this in earnings, calculated at the appropriate premium rate and cannot be required to take time off in lieu of payment. However, the employee may instead elect to accrue lieu time credit calculated at the appropriate premium rate in place of payment.

If no request is made prior to the overtime being worked, payment at the appropriate overtime rates will be automatic and paid, Part A, Item 10.2 will continue to apply.

The accrued lieu time will be taken at a time, which is mutually agreeable to both parties. Banked time can not be taken when overtime is required to cover the shift that the individual is requesting off.

The employee can bank up to 40 hours, and can only renew the 40 hours or a portion thereof after it has been scheduled off or paid out or used to defer vacation time as per Part A, Item 6.7. If the employee chooses to cancel scheduled banked time it will be paid out and cannot be put back in the bank.

Any banked time in lieu of overtime not scheduled off, taken or used to defer vacation time as per Part A, Item 6.7 as of December 1 each year will be paid out as of December 31 of each year.

31.0 EYE PROTECTION

Approved eye protection shall be supplied to individual prescription to all employees who normally wear glasses and are required to wear eye protection for an appreciable amount of time in the performance of their duties.

32.0 PERSONAL TOOLS

The following applies to Nuclear:

T&WE mechanics at Pickering and Darlington

The company will provide T&WE mechanics at Pickering and Darlington the tools necessary to perform their job.

The following applies to Non-Nuclear:

32.1 General

Employees in trade categories and designated clerical/technical categories will provide at their own expense, the ordinary hand tools of the trade. These tools are listed in the appropriate 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.

32.2 Tool Replacement/Upgrading

Each employee, as described in 32.1, 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.

32.3 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 32.2.

33.0 SPECIAL CLOTHING FOR EMPLOYEES

33.1 General Policy Regarding Work Clothing

Except where provided by the Company in accordance with this Collective Agreement, employees must provide at their own expense suitable clothing for the performance of their regular duties. In general, clothing must be suitable for the safe and efficient performance of the work but need not be uniform in appearance.

So far as is consistent with standard stores' policy, the Company will purchase certain types of work clothing in bulk for resale on the most favourable terms possible to employees requiring them in connection with Company work.

33.2 Special Clothing That May Be Provided at Company Expense

Subject to certain conditions outlined herein, special clothing may be obtained at the expense of the Company for issuance to employees under the following conditions:

33.2.1 Where Uniform Appearance is Required in Nuclear

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

Where employees are required to wear uniforms they will be provided yearly with a \$200 allowance to offset the cost of cleaning.

33.2.2 Where Uniform Appearance is Required for Non-Nuclear Security Guards

Security Guards who are required to wear a uniform will be provided an annual \$200 cleaning allowance.

33.2.3 For Work Outside of the Employee's Regular Routine Duties

A limited number of rainproof coats and hats may be obtained and kept available at construction headquarters, attended stations, etc., for persons who normally work indoors but who are occasionally required to work out of doors under adverse weather conditions, as for example when working during emergencies, operating switches, cleaning racks, etc.

Clothing supplied at stations should be limited to one or two coats and hats, depending upon the number of employees.

33.2.4 For Normal Work Which Must be Performed Occasionally, Under Extreme Conditions

Hip or knee length rubber boots and weatherproof coats and hats may be obtained and issued temporarily to construction workers, maintenance workers, and labourers when required to work in extremely wet locations or under adverse weather conditions.

One or two rainproof coats and hats, depending upon the number of employees involved, may be provided for each line, forestry and maintenance truck or gang for use in emergencies when workers could not be reasonably expected to have protective clothing available at all times.

33.2.5 For Work Involving Exposure to Materials that are Injurious to Health and Particularly Destructive of Clothing

Rubber boots, aprons and gloves of an approved material may be provided for employees when handling acids for batteries, cleaning transformer coils or for other work which is similarly destructive of clothing.

Aprons, gloves and sleeves made of plastic, plastic-coated or other approved material may be provided for employees who are required to handle creosote, creosoted poles or timber as a protection against burns or damage to clothing.

Protective clothing such as coveralls, gloves and rubber boots may be provided for temporary issuance to employees for use when applying herbicides.

Because of the fire hazard in welding and the destructive nature of the work, welders' aprons, armlets and gauntlets may be provided.

33.2.6 To Promote Safety

Safety headgear, eye protection, rubber gloves (electrical), and similar items which are designed exclusively for the safety of employees and the wearing of which is made obligatory on certain types of work, will be provided by the Company.

Special footwear will be provided for the safety of workers when required to work near forebays, sluices, etc., under icy, slippery or otherwise hazardous conditions.

Safety Footwear:

I Employees required to wear protective footwear will be reimbursed as follows:

The dollar limits (actual cost) are:

- (1) For those persons required to regularly wear climbing spurs or who are regularly required to climb steel structures as part of their normal duties:

two pairs in one calendar year,
one pair to a maximum of \$200, and
another pair to a maximum of \$150

- (2) A dollar limit of \$150.00 for each pair will apply to others who choose or are required to wear CSA approved ESR protective footwear.

- (3) Others who choose not to wear approved ESR protective footwear, will be reimbursed fifty per cent (50%) of the actual cost, up to a maximum reimbursement of \$75.00 per pair.

II Employees who are not required to wear protective footwear:

Employees who purchase safety footwear will be reimbursed thirty-three and one-third percent (33-1/3%) of the actual cost up to a maximum reimbursement of \$20.00 per pair subject to the approval of the appropriate manager or supervisor.

NOTES

Temporary employees will be reimbursed for a maximum of one pair in each six-month period.

A limit of two pairs of safety shoes or boots per person will be subsidized in a calendar year.

These actual cost maximums include applicable taxes.

33.2.7 Special Conditions

Requests for items of clothing not mentioned but which might be reasonably supplied under the conditions set forth herein will be considered, each case on its own merits.

The company will supply maternity clothing where it is reasonably available to the Company and is requested by a pregnant employee.

33.3 Issuance, Care of, and Responsibility for Clothing Provided by the Company

In order that the use obtained from clothing purchased by the Company may justify the expenditure, the following shall be carefully observed:

1. Except in isolated cases, special clothing must not be issued to any one employee for exclusive use but must be kept available for any employee who may require it for Company purposes mentioned herein.
2. When no longer required on the job, clothing must be promptly returned to local headquarters, station or truck where it will be readily available when required.
3. All clothing furnished by the Company will remain the property of the Company and must be clearly and prominently marked for easy identification.
4. Where loss or destruction of Company clothing issued to an employee occurs as a result of carelessness on the part of the employee, the employee will be required to make good such loss.

34.0 PURCHASING PRIVILEGES - SURPLUS EQUIPMENT STORES

Employees shall have purchasing privileges at Surplus Equipment and Material Stores to the same limit as extended to the general public.

35.0 RETURN OF COMPANY PROPERTY

It is agreed that employees whose employment terminates with the Company shall be responsible for the return of any Company property issued to them during the term of their employment. Failure to return such property shall result in the Company deducting its current value from any monies owing to the employees.

36.0 TIME CHANGE - SHIFT WORKERS

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

1. Employees who are scheduled to work during the affected hours will work a shift which is either shortened or extended by one hour.
2. Payment for the shortened or extended shift will not be calculated on the basis of actual hours worked, rather will be based on the number of hours normally worked (eight or twelve).

37.0 REST PERIODS

Each employee shall be entitled to a 10 minute rest period in the first half and second half of each scheduled work day at a time designated by the Company.

38.0 BI-WEEKLY PAY DAYS

- 38.1 Salaries and wages of all employees throughout the Company covered by this Agreement shall be once every two weeks on the third Thursday following completion of the pay period. This payment will be by direct deposit to one account designated by the employee in a Canadian financial institution with a Canadian Payment Association (CPA) serviceability code of 1 or 2. (CPA serviceability code definitions in effect June 5, 1991 or subsequent code numbers providing equivalent accessibility). The Company is responsible for the cost of depositing these funds to the employee's account.
- 38.2 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.)

39.0 ESCALATOR CLAUSE

1. The parties have agreed for the three year term of this Collective Agreement to include an escalator clause applicable in the last year of the contract. This provision will terminate as of March 31, 2012 and will not be automatically renewed in any subsequent collective agreement. This escalator clause is designed to generate a maximum of one wage increase on April 1, 2011 and none thereafter.
1. In the third year of the Collective Agreement, namely April 1, 2011 to March 31, 2012, the following formula shall apply:

- (a) An increase of more than 3% in the Ontario All Items index (**2002** = 100) published by Statistics Canada in February, **2011** (published in March, **2011**) over the index for February, **2010** (published in March, **2010**) will activate the escalator clause.
 - (b) On April 1, **2011**, base rates and band rates will be increased by an amount equivalent to the amount by which the increase in the Index exceeds 3% in the 12 month period specified in (a) above but in no case shall the amount of such increase exceed 3%.
 - (c) This wage increase would be implemented effective April 1, **2011** at the same time as the negotiated 3% wage increase referred in Part A, Item 42.0 below. There will be no compounding of these wage increases.
3. In the calculation of fractions, the simple 5/4 method of rounding will be used. That is, .00001 to .00499 rounds to down and .00500 to .00999 rounds up. This rounding methodology is to be used in the calculation of wage rates.
 4. The availability of the escalator shall depend upon the continued availability of the Index calculated on its present base and in its present form. If the Index is not available, the parties will meet and agree on an appropriate alternative conversion of the Index.

40.0 Reduced Work Week Entitlement (RWE)

This clause is applicable only to those employees who were forty (40) hour workers on or before October 3rd 2001 and who voted in favour for the restoration of a RWE

The RWE shall operate in the following manner:

Employees who voted in favour for the restoration of RWE shall continue to work forty (40) hours per week. They will be paid for thirty nine (39) of these hours and the additional worked hour will be banked. to a maximum of fifty (52) hours per year.

1. The normal scheduled and paid hours of work will remain at 40 per week.
2. Overtime rates will be paid for all hours in excess of normal scheduled hours.
3. This banked time may be taken on such days as the employee and his/her supervisor mutually agree upon following reasonable advance notice on the part of the employee.
4. Banked time may be taken off in a minimum of half-day (i.e., four-hour) increments.
5. Banked time accumulated in a calendar year must be taken by April 30 of the following year.
6. Where the employee is unable to reach mutual agreement with his/her supervisor to take his/her banked time entitlement (except when exhausting sick leave prior to LTD as noted in Part 'A', Item 12.2.1), unused banked time entitlement will be assigned on the last working day(s) prior to April 30.

7. Where an employee falls sick on his/her scheduled banked time off, that day will not be charged against his/her sick leave credits, but shall be treated as banked time off for pay purposes.
8. Banked time will not accumulate for any period of unpaid leave exceeding 40 consecutive scheduled hours. Scheduled days off will not be considered as breaking the consecutive nature of scheduled hours. Banked time will accumulate during a paid leave of absence and Pregnancy / Adoptive / Parental Leave.
9. When an employee terminates or when an employee is reclassified to a job where the normal hours of work are less than 40 hours per week, unused banked time will be paid off at straight time rates.

41.0 TEMPORARY EXTERNAL PROJECT ASSIGNMENTS IN ONTARIO

This provision deals with the rights of PWU members who accept temporary external project assignments involving project work to be performed within Ontario.

1. The PWU maintains the right of representation for members performing work on such projects.
2. The PWU recognizes the need to have the ability to assign volunteer PWU members to such project assignments, away from Company facilities. In order to meet these needs, OPG may require labour contract flexibility.
3. The Sector Vice-President and OPG will jointly develop principles for the establishment of labour terms and conditions for external projects involving work to be performed by PWU workers in Ontario.
4. The proposed labour terms and conditions for Ontario-based work for a particular external project will be submitted by OPG to the PWU Sector Vice-President for review. Where the principles (jointly developed under Item 3) have been satisfied, the Sector Vice-President will provide written agreement to the proposed terms and conditions within 48 hours. Where the principles have not been satisfied, the Sector Vice-President will advise OPG within 48 hours of the issues to be addressed, will negotiate with OPG to resolve these issues, and will reach a final joint decision (agreement or rejection) within an additional 48 hours. The terms and conditions jointly agreed upon for a particular project will change the normal provisions of the Collective Agreement for the term of the particular external project.
5. In the event of applying Article 11, employees who accept temporary OPG assignments will continue to be considered as though they had remained in their home work unit and will be subject to the contractual terms and conditions then in force. Employees will be entitled during the term of their Ontario-based OPG assignments to exercise their redeployment rights unless OPG determines that to do so would seriously jeopardize the international project, in which case the affected employees' rights will be deferred until they return to their home unit.

42.0 Relief

If an employee, relieving in a higher position falls sick, he/she will be paid sick benefits of the rate of the job in which he/she is relieving only up to the first point on the schedule where he/she would have normally returned to his/her basic rate. From this point onward, sick benefits during this illness will be based on his/her basic classification rate.

In recognition that employees are regularly required and scheduled to provide relief in higher positions, they shall receive for their full vacation period the rate of the higher position when such relief has been provided for 50 percent (50%) or more of a vacation year. Employees relieving in a higher position for less than 50 percent (50%) of the vacation year will be paid the rate of their regular classification during the full vacation period.

43.0 WAGE STRUCTURE

April 1, 2009 - 3.0%

Band	Step 0	1	2	3	4	5	6	7	8
I	16.15	18.63	21.43	22.99	24.52	26.40	28.56		
II	21.12	22.35	23.94	25.47	27.03	28.89	30.76	32.62	34.79
III	27.33	29.20	31.06	32.92	35.09	37.27	39.75	42.24	44.72

April 1, 2010 - 3.0%

Band	Step 0	1	2	3	4	5	6	7	8
I	16.63	19.19	22.07	23.68	25.26	27.19	29.42		
II	21.75	23.02	24.66	26.23	27.84	29.76	31.68	33.60	35.83
III	28.15	30.08	31.99	33.91	36.14	38.39	40.94	43.51	46.06

April 1, 2011 - 3.0%

Band	Step 0	1	2	3	4	5	6	7	8
I	17.13	19.77	22.73	24.39	26.02	28.01	30.30		
II	22.40	23.71	25.40	27.02	28.68	30.65	32.63	34.61	36.90
III	28.99	30.98	32.95	34.93	37.22	39.54	42.17	44.82	47.44

Band 3 Apprentices/Trainees/Operator Trainees

Band II	Step 0	Step 3	Step 5						
Band III				Step 3	Step 4	Step 5	Step 6	Step 7	Step 8

Students: First year: Band 1 Step 0; Second year and every year thereafter: Band 1, Step 1

PART B
HYDROELECTRIC AND FACILITIES
MAINTENANCE TRADES

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PART B

HYDROELECTRIC AND FACILITIES MAINTENANCE TRADES

Specific Matters of Agreement

1.0 HOURS OF WORK

1.1 Facilities Maintenance Trades Employees (Except Hydroelectric & Building Operators at 700 University)

1. The normal work week of all facilities maintenance trades employees of the Company shall be 40 hours per week consisting of five days of eight hours (not before 7:00 am and not later than 6:00 pm) Monday to Friday inclusive.
2. A change to established hours of work within the core hours (7:00 a.m. to 6:00 p.m.) shall be a matter for discussion between the Union (Chief Steward) and the Company. When changes in hours of work are contemplated the preference of 70% of affected staff in the classification(s) will be considered to be the preference of that classification(s). Where the work of classifications is interdependent (e.g., rehabilitation work, electrical, mechanical, civil), the preference of 70% of the employees in the interdependent classifications will be deemed to be the preference.

However, if in the Company's opinion the desired hours of work of the affected classifications cannot be accommodated then the Company will provide the Union (Chief Steward) with written rationale for such a decision.
3. Excepting for shift work, all other work outside of the normally scheduled hours shall be considered overtime and paid for at the appropriate premium rates.

1.2 Shift Work (Facilities Maintenance Trades Employees - Except Hydroelectric & Building Operators at 700 University)

1. The procedures for establishing shift work are as follows:
 - (a) In order to establish shifts, it shall not be necessary to have a continuity of the same specific operation.
 - (b) Seventy-two hours' notice shall be given in writing stating the group and the estimated length of the work period involved. A copy of the notice shall be forwarded to the Chief Steward of the Union.
 - (c) If the work period is for three working days or less, the appropriate premium rate shall be paid.
 - (d) For periods of longer than three working days for which the 72 hours' notice has been given, the appropriate shift differential shall be paid.

- (e) Work performed on Saturdays, Sundays and statutory holidays shall be at the appropriate premium rate.
- (f) Facilities Maintenance Trades Employees on afternoon shift will be paid straight time for the one hour of normal working time between 0000 hours (midnight) Friday and 0100 hours Saturday morning.

1.3 Hours of Work - Hydroelectric

Maintenance trades employees of Hydroelectric will be assigned by Management to either day work or shift work.

1.3.1 Day Work - Hydroelectric

1. The normal work week of all maintenance trades employees of Hydroelectric shall be 40 hours per week consisting of five days of eight hours (not before 7:00 am and not later than 6:00 pm) Monday to Friday inclusive.

The normal work week for former T&W-Field Mechanics shall be 40 hours per week consisting of five(5) days of eight (8) hours (not before 6:00 a.m. and no later than 8:00 p.m.), Monday to Friday inclusive. The start times for these employees may be adjusted within the window by Management with seven (7) days' notice to the affected individuals. Such adjusted start times will be equitably rotated among all employees in the classification at the work site.

2. A change to established hours of work within the core hours (7:00 am to 6:00 pm) shall be a matter for discussion between the Union Chief Steward and the Company. When changes in hours of work are contemplated the preference of 70% of affected staff in the classification(s) will be considered to be the preference of that classification(s). Where the work of classifications is inter-dependent (e.g., electrical, mechanical and civil), the preference of 70% of the employees in the inter-dependent classifications will be deemed to be the preference.

However, if in the Company's opinion the desired hours of work of the affected classifications cannot be accommodated then the Company will provide the Union Chief Steward with written rationale for such a decision.

3. Except for shift work, all other work outside of the normally scheduled hours shall be considered overtime and paid for at the appropriate premium rates.
4. A minimum of seven (7) days personal notice shall be given when the employees hours of work are changed.

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

5. In emergencies three (3) days **personal** notice shall be given when the employee's hours of work are to **be** changed.
6. **Failure to provide the required notice period will result in the payment of double time being paid until the required notice period has elapsed.**

NOTE

Personal notice means the employee will be contacted personally, face to face or by telephone. The contact must be made with the employee, no messages. Personal notice will be followed up within 72 hours with posted notice which will list the time and date the employee was personally contacted. If the notice is not posted within 72 hours, management will pay 4 hours at straight time to the person who was shift changed.

1.3.2 Shift Work (Including Building Operators at 700 University)

Shift work may be established for Hydroelectric maintenance trades employees under the following conditions:

1. (a) Eight-Hour Shifts

Shifts: The normal hours of work for non-time balanced eight hour shifts are 40 per week. Shifts may be performed in one, two or three shifts per day, Monday to Sunday inclusive.

1st Shift	-	0000 hrs to 0800 hrs
2nd Shift	-	0800 hrs to 1600 hrs
3rd Shift	-	1600 hrs to 2400 hrs

The above shift start and stop times may be changed by local agreement between the Plant Group Manager and the Union Chief Steward.

Shift Differential

1st Shift	-	85 cents per hour
2nd Shift	-	No shift differential
3rd Shift	-	65 cents per hour

Meal Periods

One (1) paid meal period will be included within each shift as conditions permit.

Schedule

A maximum of five (5) consecutive eight (8) hour shifts in any seven (7) day period.

Time Balance

Eight (8) hour shifts may be subject to the time balance provisions of Section 8. if these shifts are used in conjunction with ten (10) and/or twelve (12) hour time balance shifts.

Notice Period

A minimum of seven (7) days' personal notice shall be given when an employee's hours of work are to be changed (except as per 1.3.1 (4.) and (5.).

(b) Ten-Hour Shifts

Shifts: The normal hours of work for non-time balanced ten hour shifts are 40 per week. Shifts may be performed in one or two shifts per day, Monday to Sunday, inclusive, and may be performed within the following shift windows:

1st Shift	-	0600 hrs to 1800 hrs
2nd Shift	-	1400 hrs to 0200 hrs

Shift start/stop times and/or shift windows can be changed by local agreement between the Plant Group Manager and the Chief Steward.

Shift Differential

1st Shift	-	No shift differential
2nd Shift	-	70 cents per hour

Meal Period

One (1) paid meal period will be included within each shift.

Schedule

A maximum of four (4) consecutive ten (10) hour shifts may be scheduled in any seven (7) day period.

Time Balance

Ten (10) hour shifts may be subject to the time balance provisions of Section 8.

Notice Period

A minimum of seven (7) days' personal notice shall be given when an employee's hours of work are to be changed (except as per 1.3.1 (4.) and (5.).

(c) Twelve-Hour Shifts

Shifts: Shifts may be performed in one or two shifts per day, Monday to Sunday, inclusive, and may be performed within the following shift windows:

1st Shift	-	1800 hrs to 0800 hrs
2nd Shift	-	0600 hrs to 2000 hrs

Shift start/stop times and/or shift windows can be changed by local agreement between the Plant Group Manager and the Chief Steward.

Shift Differential

1st Shift - \$1.00 per hour
2nd Shift - No shift differential

Meal Periods

Two (2) paid meal periods will be included within each shift as conditions permit.

Time Balance

Twelve (12) hour shifts will be subject to the time balance provisions of Section 8 (a).

Notice Period

A minimum of seven (7) days' personal notice shall be given when an employee's hours of work are to be changed (except as per 1.3.1 (4.) and (5.).

2. Short Duration Shifts

Shifts as per 1.3.2.1 (a.), (b.) and (c.) may be scheduled for short durations (maximum three (3) consecutive weeks) for maintenance trades employees. No more than four (4) rotations onto these shifts may be worked by any individual in one (1) calendar year.

3. Work Schedules for Shift Work

The Company will post a work schedule for shift workers showing days, hours of work, position and work headquarters of each employee. The design of the work schedule shall provide for a minimum of sixteen (16) hours off between shifts for eight (8) hour shifts, twelve (12) hours off between shifts for ten (10) and twelve (12) hour shifts. Failure to provide the minimum time off between shifts shall require premium rates to be paid for the first affected shift. Without specific commitment, the Company acknowledges the responsibility that such work schedules shall be posted as far in advance as is practicable and subject to the penalty indicated in Subsection 5(d). Until a new work schedule is posted, the existing posted work schedule will remain in effect.

Although the content, preparation, posting and administration of shift schedules is the sole responsibility of the Company, the preference of the majority of shift workers at each station for a particular basic type of schedule will be adopted. Such preferences will be made known to the Company prior to commencement of preparation of a new schedule. However, if in the Company's opinion, the efficiency of the station or the health of a shift worker could be detrimentally affected by the chosen work schedule, then the Company will provide the Union (Chief Steward) with reasons or medical opinions why the desired schedule cannot be implemented.

The preference of individual shift workers regarding vacation periods will be considered, providing such preferences are made known prior to commencement of preparation of new schedules.

The following are the recognized criteria of an acceptable shift schedule:

- (a) The schedule should equitably rotate among all crews.
- (b) The schedule should follow a repeating pattern so that it is easily understood.

Ten-hour non-time balanced shift schedules will be assigned as follows:

A minimum duration of four (4) weeks and;
A maximum of four (4) days of 1st shifts in a row and;
A maximum of four (4) days of 2nd shifts in a row.

4. Premium Payments - Scheduled Shift Work
 1. One and one-half times the employee's basic rate shall be paid for normal scheduled hours of work performed on Saturdays and Sundays.
 2. Two times the employee's basic rate shall be paid for normal scheduled hours of work performed on a statutory holiday which occurs on a Monday to Friday. A day off in lieu of this worked holiday shall be scheduled within the following six months. The employee will advise the Company of his/her preferred day off within 30 days after the holiday is worked. If mutual agreement cannot be reached within 30 days of the worked holiday, management may, on seven days' notice, schedule the lieu day off.
 3. Two times the employee's basic rate shall be paid for normal scheduled hours of work performed on a statutory holiday which occurs on a Saturday. There is no entitlement to a day off in lieu of this worked holiday.
 4. If mutually agreeable, three times the employee's basic rate shall be paid for normal scheduled hours worked on a statutory holiday occurring on a Monday to Friday. No lieu day would be granted.
 5. Special Provisions Concerning Notice of Transfer to a Different Work Schedule or Work Headquarters

One (1) day notice in this item is defined as 24 hours prior to the start of the first affected shift.

- (a) When an employee's work headquarters are to be changed, seven (7) days' personal notice will be provided.
 - (b) When a shift employee is being changed back to his/her normal schedule, he/she shall be given two (2) days' notice if returning to normal schedule within fifteen (15) days of the original change and seven (7) days' notice if returning to normal schedule fifteen (15) days or more after the original change.
 - (c) Trades Trainees in Steps 0 to 1 may be changed within a calendar day for training purposes, provided that a notice period of sixteen (16) non-working hours is given before the start of the first affected shift.
 - (d) Failure to provide the required notice period will result in the **payment of double time** until the required notice period has elapsed.
6. Special Provisions Concerning Shift Differential

The appropriate shift differential shall be paid for regular shift hours only in accordance with Section 1.3.2(1.) (a), (b) and (c), and shall not apply for overtime hours. When premium time is involved for payment of shift work, the premium rate shall be computed on the standard base rate, excluding shift differential.

7. Calendar Day for Shift Workers

Premium payments for a regular continuous shift shall be recorded and treated as if they occurred during the calendar day in which the shift ends.

8. Provisions Concerning Time Balance Shift

A current six-month time balance schedule may not be terminated. Either eight-hour, ten-hour or twelve-hour time balance shift work which is in effect for any work group may be terminated by the Sector Vice President or Delegate or the Plant Group Manager upon two (2) months' written notice from one authority to the other prior to the end of a current six-month schedule. When the Sector Vice President or Delegate has exercised the right to opt out of time balance schedules for any group of employees, no new time balance schedule may be introduced for those employees without mutual agreement of management and the Union.

Time balance shift schedules will only be introduced at any work location providing seventy percent (70%) or more of all eligible employees so desire and vote in favour. That vote will be as determined by a secret ballot, scrutineered jointly by Management and the Union.

A six (6) month master work schedule will be posted thirty (30) days prior to its starting date. The time balance period of the six (6) month schedule may be less than six (6) months. The six (6) month schedule may include day work outside the time balance shift period. The schedule will average forty (40) hours per week using either eight, ten or twelve (8, 10 or 12) hour shifts, or any combination of the three. The schedule will indicate the days, hours of work (shifts) and position for each employee. The schedules will end on the last day of the shift cycle closest to April 30th and October 31st.

The hours of work for each employee, as shown on a work schedule, must balance to zero at the end of the shift cycle.

The zero time balance date must be indicated on each posted schedule.

The posted time balance date must be indicated on each posted schedule.

The posted master work schedule should never be far off balance and should reasonably approximate the time off provisions of day work. It follows then that such a schedule should not leave long sequences of work without time off, nor long sequences of time off.

(a) Plus Time Balance

Plus time balances which exist on the time balance date will be paid for at **double time. At the time of layoff all positive time balances will be paid out at 2X.**

(b) Minus Time Balances

Minus time balances which occur as a result of changes to the master work schedule shall be worked off within two fiscal months of the end of the fiscal month in which the minus balance occurs. Minus balances not worked off within this two-month period will be written off.

(c) Lieu Days

When scheduled work is performed on a statutory holiday, a day off will be scheduled in lieu of the statutory holiday. This lieu day shall be identified on the schedule and will be included when computing time balances. When workload permits, the employee may request that the lieu day be interchanged with another scheduled working day after the statutory holiday.

(d) Provisions Concerning Time Off

- (i) The following items will be credited for pay purposes on an hour-for-hour basis. In the application of undernoted items, 1, 2, 3 and 4, a reference under the appropriate contract provision to "days" entitlement will mean eight (8) hours. Therefore a twelve (12) hour shift will constitute one and one-half (1.5) days deducted from credits and a ten (10) hour shift will constitute one and a quarter (1.25) days deducted from credits.

- (1) Vacation
- (2) Floating Holiday
- (3) Sick Leave
- (4) Leave of Absence
- (5) Travelling Time Outside Normal Working Hours
- (6) Payment for Temporary Supervision
- (7) Time Charges and Expenses for Employee Union Representatives

- (ii) When an employee is scheduled to work a ten (10) or twelve (12) hour shift and one of the undernoted conditions occurs, a "day" will be considered to be ten (10) or twelve (12) hours respectively:

- (1) Jury Duty
- (2) Funerals
- (3) Moving Day

(e) Statutory Holidays and Special Time Off

The basic statutory holiday and special time off provisions remain unchanged in that the time off will be calculated on an eight (8) hour basis.

(f) Assignment to Day Work or Eight Hour Shifts

Shift workers with a plus (+) or a minus (-) time balance assigned to day work or eight (8) hour shifts for an indeterminate period of time may be required to take off, or work a four (4) hour period respectively.

1.4 Non-Maintenance Trades Employees

The normal work week of Hospitality Workers and General Tradespersons who assist them shall be 40 hours per week consisting of any five consecutive days of the week not before 0530 hours and not later than 2030 hours.

2.0 DIFFERENTIAL FOR SHIFT MAINTENANCE TRADES EMPLOYEES (EXCEPT HYDROELECTRIC)

Shift differentials shall apply to employees required to work on a three-shift schedule or a two-shift schedule. The first part of a three-shift or a two-shift schedule shall begin at normal starting time.

A shift differential of 65 cents per hour shall be paid to employees who are scheduled to work between the hours of 1600 and 2400.

A shift differential of 85 cents per hour shall be paid to employees who are scheduled to work between the hours of 0000 to 0800.

For Regular part-time and Temporary part-time employees, shift differential is not applicable when the shift starts and ends between the hours of 0700 and 1800.

The appropriate shift differential shall be paid for the first eight hours of each scheduled shift on any regular scheduled day of work and shall not apply for any overtime hours. When premium time is involved for payment of shift work, the premium rate shall be computed on the standard basic rate excluding shift differential.

3.0 PAYMENT OF MEALS

3.1 Conditions Governing Allowance for Meals

Recognizing the fact that employees are required to provide their own meals (except as in 3.2) the following conditions will apply:

1. The Company shall not require an employee to carry or provide more than one meal on a day when work is performed.
2. Wherever possible, supervisors shall notify employees who do not normally carry a lunch of the necessity to carry a lunch the following day.
3. If an employee is sent away from headquarters in an emergency without sufficient notice for him/her to provide and take his/her own lunch, the Company will pay the cost of the employee's noon day meal.
4. If an employee is required to continue working beyond a normal day, the Company will provide the employee's meal after two hours or more and every four hours thereafter while the employee continues working.
5. If an employee is required to work extended periods of overtime, Monday to Friday inclusive, the Company shall pay the cost of the employee's meal on a four-hour interval basis.
6. If an employee is called out to work extended periods of overtime on Saturday, Sunday or statutory holidays without forewarning, the Company shall pay the cost of the employee's meal on a four-hour interval basis. If forewarned, the employee shall carry or provide the first meal and the Company shall pay the cost of any further meals on a four-hour interval basis.
7. When overtime has been scheduled in advance, a meal period will be allowed and no time will be paid for this period. When the overtime is not scheduled in advance, no time will be deducted if employees eat at the job site in a minimum of time.
8. In the conditions outlined in 3, 4, 5, and 6, the Company will either bring the meal to the employee or release him/her from duty long enough to secure and eat it. Where necessary, the Company will provide transportation for this purpose. Employees shall have the choice of the actual cost of the meal or a \$15 meal allowance.
9. It is recognized that between the hours of midnight and normal starting time, it may not be feasible for the Company to provide a hot meal. The employee shall have the choice of a \$15 meal allowance or the actual cost of the meal to be procured following the completion of his/her shift.

3.2 Winter Meal Provisions

In general, the winter months, for the purpose of this clause, shall cover the period of November 1st to April 30th for the areas south of the French River and the period October 1st to May 31st for areas north of the French River. However, if unseasonable weather is experienced any day during the two-week period immediately prior to the opening dates or subsequent to the closing dates, the supervisor in charge may, at his/her discretion, treat such days in the same manner as though they were included in the prescribed period.

During the winter months, if employees are required to work outdoors or in unheated buildings, subject to 3. hereunder, the Company will:

1. Provide means for carrying or storing the employee's lunches in some warm place and also provide where necessary, transportation for reaching some warm and suitable place for eating lunch. Such time involved in transportation both ways to be absorbed by the Company, thereby allowing the full meal period upon arrival, or
2. Supply or pay for a hot meal and provide transportation. The meal period's duration will be between the times of departure and re-arrival at the point of work and thus any time involved in transportation, both ways, is absorbed by the employee. Should the meal period be extended beyond its normal duration, any such excess will be absorbed by the employee by working equivalent overtime at straight time rates which will result in a total of normal daily hours of work and pay. This shall not preclude the providing of a meal when time involved is in excess of the normal meal period.
3. In some thinly-settled localities, there may be no warm place for storing or eating lunches, and no place where hot meals may be prepared within a reasonable distance from the point of work. Such conditions are beyond the Company's control and necessarily form part of the working conditions in that locality. In such cases, lunches must be carried but employees will eat on the job in a minimum period of time. Such time shall not be deducted and the conditions listed above do not apply.

4.0 EXTENSION OF LUNCH PERIODS

Where lunch periods are restricted to half an hour and when it has been demonstrated that it has been difficult for employees to get their lunch and return to the job within one-half hour, the Company may exercise its prerogative in extending the lunch period to a maximum of one hour, with the necessary adjustments to the working hours of the day.

5.0 OVERTIME

- 5.1 Due to the nature of the Company operations, some employees will be required to work overtime. Overtime will be minimized and managed within the limits of corporate effectiveness and customer impact. In recognition of employee well-being and inconvenience, an effort shall be made to equitably distribute overtime amongst all qualified employees. Overtime, as used herein, means that part of the actual working time which is outside the normal scheduled hours and is, therefore, subject to compensation at premium rates.

5.2 Premium Payments

Premium payment for overtime which does not include shift work 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.
2. Two times the employee's basic rate shall be paid for:

All work performed outside of the first four clock hours after normal quitting time, Monday to Friday inclusive.

All work performed on a regular day off, on Saturdays, Sundays or statutory holidays.
3. When less than 48 hours' notice has been provided and an extra trip to the work location has been made to work overtime, time shall be counted from the time the employee leaves his/her home until he/she returns.

5.3 Overtime Cancellation Payments

All overtime cancelled within 48 hours of its scheduled commencement shall result in a cancellation payment of two hours at straight time rate except in the following circumstances:

1. Overtime arranged during normal scheduled hours as an extension to those normal scheduled hours requires no cancellation payments.
2. Overtime arranged as an extension before the normal hours of work requires no cancellation payment if cancelled with more than 16 hours' notice prior to its commencement.

5.4 Overtime Minimum Payments

All overtime performed, or reported for due to lack of notice of cancellation, shall result in a minimum payment of the greater of four hours at the appropriate premium rate or the actual time worked at the appropriate premium rate, except in the following circumstances:

1. Overtime arranged during normal working hours and worked as an extension before and/or after the employee's normal hours of work requires no minimum payment.
2. When short call-outs are repeated within one hour of the completion of a previous call-out for which the minimum was paid, no additional minimum payment is required.
3. For overtime call-outs occurring 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 call-out time until normal starting time.

6.0 SPECIAL PROVISIONS CONCERNING OVERTIME

1. Because an employee was required to work overtime or because he/she lost time in changing shifts, he/she shall not be prevented from working his/her total number of normal daily hours in any normal scheduled day of work. If the employee cannot be supplied with the work required to make up the eight hours' work in that day, his/her pay shall be adjusted to provide a minimum of eight hours' work.
2. If an employee who has worked overtime is physically capable and the gang of which he/she is ordinarily a member is at work, he/she shall not be deprived of the opportunity of working his/her normal scheduled hours in addition to the overtime he/she may have worked.
3. 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.
4. Employees who have worked overtime qualify for a rest period based on the following:
 1. 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 2300 and 0700 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 the employee be required to continue working beyond the above 16-hour work periods, the employee shall be paid two times his/her normal basic rate until an eight-hour rest period is granted.

Should an employee be released before 16 hours have elapsed, he/she will not be entitled to an eight-hour rest period, and his/her right to continue work at straight time will be governed by Section 6.0(2.), above.
 2. An employee on day work who is required to work four or greater accumulative overtime hours between the hours of 2300 and 0700 shall be entitled to an 8 hour rest period.
 3. If the rest period in 2 above 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. Should the employee be required to continue working during normal scheduled hours, the employee shall be paid at two times his/her normal basic rate until the rest period is granted.
5. In computing overtime for employees on shift work, one and one-half times the employee's basic rate shall be paid for all work performed during the four-hour period following the scheduled shift and two times the employee's basic rate shall be paid for all work performed during the 12-hour period prior to the start of the scheduled shift, Monday to Friday inclusive. All work performed on Saturday, Sunday and statutory holidays shall be paid at two times the employee's basic rate.

6. Equivalent Time Off Without Pay: See Part 'A', Section 10.2.
7. Hospitality Workers and General Tradespersons who assist them shall be paid two times the employee's basic rate for all work performed on the sixth and seventh day of their five-day schedule, and on statutory holidays.
8. Overtime - Regular Part-Time and Temporary Part Time Employees

Overtime is defined as: (1) hours worked which are in excess of the normal daily hours of the classification; or (2) hours worked in excess of 24 in a week; or (3) hours worked on a regular day off.

Premium Payment for Overtime:

Extension Overtime: Overtime hours worked within the first four clock hours will be at one and one-half times the employee's basic rate unless the employee works more than 28 hours in a week in which case the hours in excess of 28 will be paid at two times the employee's basic rate.

Non-Extension Overtime: All overtime hours worked that are outside of the first four clock hours after the classification's normal quitting time will be at two times the employees' basic rate.

Regular Day Off: Overtime hours worked on a regular day off will be paid at two times the employee's basic rate.

7.0 TRAVELLING TIME TO AND FROM THE JOB

Maintenance Trades employees shall travel from their headquarters to and from the job on Company time. The word "headquarters" shall be for the purpose of this item "where the employee normally reports for work".

8.0 WATER WORKERS

8.1 Water Worker III (Band III)

Diver, Scuba diver and Captain of the Niagara Queen are duties of a Water Worker III.

If a Band I or Band II employee is required to dive during a normal working day (Monday to Friday 0000 to 2400 hours) shall receive a minimum of eight hours at the appropriate Band III relief rate. For diving operations beginning before and ending after midnight (2400 hours), the minimum will be payable only for the day diving began.

All diving performed between sunset and sunrise shall be paid at the premium rate irrespective of regular scheduled hours.

In addition to the foregoing, the Company will insure the life of an employee required to dive, in the amount of \$10,000 during diving operations.

During normal scheduled hours, if an employee is called upon to perform the duties of Boat Captain of the Niagara Queen, he/she shall be paid a minimum of four hours at the Band III supervisory rate, or actual hours worked, whichever is the greater.

8.2 Water Worker II (Band II)

Diver Tender, Engineperson, Deckhand of the Niagara Queen and operation of a boat 7.92 m (26 feet) in length or more are duties of a Water Worker.

Water Worker II's shall not be required to act as safety scuba divers during diving operations.

Water Worker II's will be given a suitable course designed by Health and Safety Division in the diagnosis and treatment of diseases peculiar to the diving trade.

All Band I employees performing relief as Water Worker II's shall be paid the appropriate Band II relief rate for a fully scheduled day.

9.0 APPRENTICES/TRAINEES

Upon completion of 2 years of service, **Apprentices/Trainees** shall be entitled to all the benefits afforded a regular employee as outlined in Part 'A', Section 23.0.

Effective April 1, 2009 OPG will require Apprentices/Trainees to register with the Ministry of Training, Colleges and Universities (MTCU). However, the completion of the C of A and C of Q is the responsibility of the Apprentice/Trainee. Apprentices/Trainees will be reimbursed for the registration fee charged by the MTCU. Apprentices/Trainees will be reimbursed for the examination fee and paid at their basic rate, for the time required to write each examination once, up to the maximum number of hours established by the appropriate Agency/Ministry for each examination.

10.0 MANAGERIAL DUTIES

A management supervisors' normal duties are supervisory in nature. Under normal circumstances they must not take the place of skilled workers. In the event that an emergency work condition arises, skilled help should be called in. Where suitable skilled help is not available at the required time, supervisors are expected to perform whatever duties are necessary. The foregoing is not intended to prohibit the management supervisor from carrying out appropriate training.

11.0 PAYMENT FOR TEMPORARY SUPERVISION

11.1 Tradesperson Responsibilities

A tradesperson is required to exercise judgment and control over his/her own actions so that the assigned work may be performed safely, efficiently, and effectively, and with consideration of its effect on others.

In a work situation, a journeyman will be responsible only for his/her own work and the work and training of one apprentice or helper. However, for the purposes of training, a journeyman may be required to teach trade skills of a specific task to more than one apprentice or journeyman at one time. During such a teaching situation, the journeyman is responsible, only, for the demonstration of trade skills and not for the work of the apprentices or journeyman involved.

Where a group of employees are working at a location on jobs which are independent of one another and planned by a supervisor so that no coordination of their activities is required, additional supervision will not be required.

Where the job is being performed by three or more employees, one of them shall be appointed and paid as a trades supervisor in accordance with Article 8 and Part A item 43.

11.2 Level of Supervision

While in receipt of 5% for supervision a tradesperson shall perform supervision for up to 3 days without face to face contact with his/her Union Trades Supervisor. Less frequent contact requires the 10% supervisory payment.

12.0 ADVERSE WEATHER

When in the Company's opinion the weather is unduly adverse, employees shall not normally be required to work outside and the following shall apply:

12.1 Regular Employees

Regular employees shall within normal scheduled hours be provided with inside work.

12.2 Regular-Seasonal Employees

Employees who have attained regular-seasonal status in accordance with Part 'A', Item 2.0, and continue to be employed on a seasonal basis shall be entitled to a half day's pay per day or pay for actual hours worked or held whichever is the greater, providing the employee reports for work.

12.3 Temporary Employees

Two hours' pay will be allowed when a temporary employee reports and is prepared to remain for two hours at his/her place of work and is prevented from working due to unduly adverse weather.

If a temporary employee is required to remain at his/her place of work longer than two hours, he/she shall be paid for all the time he/she is required to stay on the job.

13.0 CLOTHING

13.1 Uniforms

The Company shall supply uniforms, where they are required to be worn, at no cost to the employee.

13.2 Stocking of Overalls and Associated Smocks

The Company will stock bib-type overalls, coveralls and associated smocks in Central Stores which will be available for purchase by employees on the basis of a cash sale.

13.3 Laundering and/or Supplying Clothing

When the supervisor in charge of a work crew deems a specific job dirty for the particular trade function, he/she shall either:

1. Authorize laundering of the employee's work clothing, or
2. Issue coveralls or other suitable clothing during the period in which this job is being performed.

13.4 Hydroelectric

1. Management will supply and clean coveralls **or overalls**. Replacement will be up to 2 pairs per 24 months if condition warrants.
2. Management will supply employees with two **sets** of **100% cotton or natural fibre** shirts and pants every 24 months. Employees will be responsible for cleaning.
3. The company will supply a parka **and** insulated **bib-overalls or insulated** coveralls every 36 months to employees required to work periods outdoors. The company will attempt to bulk supply appropriate type parkas if it is more cost effective.

4. The Company will supply seasonal appropriate outdoor clothing, one spring/fall jacket every thirty-six (36) months.

Clothing supplies shall be jointly reviewed at the local level to ensure adequate supply and cost effectiveness.

Employees must exercise reasonable care in the use of the clothing supplied.

13.5 Facilities Maintenance Trade Employees

Along with the daily uniform, the appropriate outerwear shall be supplied. Replacement of the outdoor clothing shall be done once every thirty-six (36) months.

14.0 ACTING IN VACANCIES

All acting positions are to be limited to 90 days unless extensions are agreed to by the Company and the Union Chief Steward. Pending the arrival of the successful applicant and his/her assuming of the normal duties, the acting incumbent who is performing the normal duties and responsibilities of an "acting" position shall receive the rate for the position.

15.0 ON-CALL

Employees may be placed on-call, as required, outside of their regular working hours. On-Call depending on the nature of the anticipated work as follows:

15.1 On-Call

On-Call is the term used to cover trouble call service performed by station maintenance personnel and facilities maintenance trades (mechanics and electricians) who, because of their limited numbers and the resultant increased frequency with which they are required to perform service duty, are allowed up to a maximum of two hours between the time they are called and the time when they report for work. The rates of payment for on-call shall be computed at one half (1/2) hour at the employees basic hourly rate per day except for Saturdays, Sundays and statutory holidays when the rate will be one (1) hour at the employee's basic hourly rate per day. This rate includes payment for the use of the employee's telephone. An employee who is required to report to work while on-call shall be paid for his/her working time in accordance with regulations governing overtime work, including the regulation governing work performed on a "short call" basis.

Staff will be assigned to on-call only if sufficient volunteers cannot be obtained. The assignment to on-call will be limited to two weeks in a four week period for any employee.

15.2 Provisions for Telephones

Telephone service to such designated employees deemed necessary by the Company shall be in accordance with Negotiated Policies and Practices Number 1.

15.3 When an employee is on service duty or on-call a paging device will be supplied where such service is available and experience in that area has proven it will provide a reliable service.

16.0 HEADQUARTERS

Headquarters, as referred to herein, means the building or point designated by the Company at which the employees are expected to report for work or to assemble for preparation for leaving for work at outside points. Employees moving from point to point, may have temporary headquarters established at some hotel or boarding place or some garage at which the truck is kept and at which the employees are to assemble.

17.0 SHIFT WORK - PRINTING SERVICES DEPARTMENT

The provisions of this Agreement shall apply to those employees hired after April 1, 1982, designated by the Company as being required to work shift work to operate printing services.

1. Employees hired prior to April 1, 1982, will have their day status protected until such time as they apply for and are accepted to a position requiring shift work.
2. Day status employees may volunteer for a trial period of shift work after which time they may either apply for a shift position when vacant or retain their day status as in 1. above.

The following item will apply to the shift staff of Printing Services Department:

1. Hours of Work "Day Work": Employees covered by this arrangement may be required to work on "day work". When shift employees are transferred to or from day work, a minimum of seven days' personal notice shall be given. Failure to provide the required notice shall result in the payment of **double time** for all full shifts worked until the notice period has elapsed.
2. When working "day work" the provisions of Part 'B' Maintenance Trades shall apply.

17.1 Working Conditions

Hours of Work - Specific: The normal hours of work will be eight hours per day, 40 hours per week on a Monday to Friday basis.

The non-rotating shift work hours shall be as follows:

Afternoon	-	1600 - 2400 hours
Nights	-	0000 - 0800 hours

Employees on shift work shall eat their meals during the shift hours as conditions permit.

Shift Differential: The appropriate shift differential as described in Part 'B', Section 2.0 will apply.

Shift work will not be scheduled on statutory holidays.

18.0 ASSIGNMENT OF OPERATOR AGENTS

For new operator agent assignments, management retains the right to determine the number and appropriate trades classification for each site. Assignment priority will be;

- a) Maintenance Trades employees who are former Electrical Operators.
- b) Senior Mechanical/Electrical volunteers.
- c) If no volunteers, junior Mechanical/Electrical will be assigned.

PART C

HYDROELECTRIC OPERATORS

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HYDROELECTRIC OPERATORS

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PART C

HYDROELECTRIC OPERATORS

Specific Matters of Agreement

1.0 HOURS OF WORK

The content, preparation, posting and administration of shift schedules is the sole responsibility of the Company.

1.1 Regular Operators

1.1.1 Master Work Schedule

A six-month master work schedule, averaging 40 hours per week, posted one month in advance, will be prepared and posted for every station, indicating the days, hours of work (shift) and operating position for each operator in that station. The master work schedule will provide a minimum of 16 hours off between eight hour shifts.

Twelve hour shift provisions may be scheduled as per Mid-Term R-107-3.

1.1.2 Time Balance

1. The master work schedule shall have the time balance adjusted for each operator to zero on April 30 and October 31. Statutory holidays occurring and vacation allowances taken during the respective periods shall be included when computing time balances.
2. Plus time balances on the above dates shall be paid for at **double time**. **At the time of layoff all positive time balances will be paid out at 2X.**
3. Minus time balances which occur as a result of implementing the provisions of 1.1.3(1.), (4.), 1.3.4 and 1.3.5 shall be worked off in the master work schedule in which they occur or the two-month period immediately following the establishment of the minus time, whichever is the greater.

1.1.3 Revisions to Master Work Schedule

Revisions to master work schedules should be done in a manner that mutually meets the needs of both the employee and the Company.

It is the Company's intent to minimize the impact of revisions to master work schedules on the affected employees consistent with good business practices.

This shall be accomplished by open discussion with all potentially affected employees to ensure:

- the impact of disruption to the employee's previously scheduled time off is considered
- that employees understand the impact of the changes on the cost to the Company.

Master work schedules may be subject to revisions as follows:

1. Individual operators may be changed within the master work schedule for strengthening of shifts providing a minimum of seven days' personal notice is given. The intention is that such changes shall normally be of a permanent nature.

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

2. Supernumerary hours of work may be changed within a calendar day to supply relief providing a minimum notice of 16 non-working hours is given before the start of the first affected shift. If sufficient notice cannot be provided, this change will not be made.

3. With a minimum of four days' notice, supernumerary days of work may be interchanged with scheduled days off for purposes of relief, meetings (excluding meetings involving Union), interviews, short leaves of absence, familiarization trips, training programs and for additional help during heavy workload periods. If more than four weeks separates a scheduled supernumerary day from a scheduled day off or four days' notice cannot be given then these may not be interchanged.

4. Once per schedule per operator and with a minimum of four days' notice an individual operator may be temporarily transferred from his/her master work schedule to the master work schedule of an operator who will be absent for at least ten working days. Seven days' notice will apply for subsequent temporary transfers. Such transfers shall be for the purpose of supplying relief for staff shortages due to transfers, leaves of absence or the absence of an operator involved in training as outlined in 1.4.5. An operator so transferred shall be required to assume the schedule of the absent operator and two days' notice shall be given when returning to his/her normal master work schedule.

A maximum of two additional regular operators may be temporarily transferred to fill in behind the relieving operator and their moves shall be governed by the foregoing of this item.

5. An individual operator's schedule on a master shift schedule may be changed without penalty, as a result of his/her request for an extension of his/her vacation as outlined in 5.0(2.)(d).

NOTE

In the above revisions every effort will be made by the Company to maintain the minimum of 16 hours off between shifts. However, where it is necessary to do so and with the appropriate notice, less than 16 hours off between shifts may be scheduled. These short changes will be limited to two changes per operator for a posted master schedule.

NOTE

Personal notice means the employee will be contacted personally, face to face or by telephone. The contact must be made with the employee, no messages. Personal notice will be followed up within 72 hours with posted notice which will list the time and date the employee was personally contacted. If the notice is not posted within 72 hours, management will pay 4 hours at straight time to the person who was shift changed.

1.1.4 Penalties

1. Failure to comply with one month's advance posting, as indicated in 1.1.1 shall require the payment of **double time** for work performed under the new schedule for which one month's advance posting has not been provided.
2. Failure to give the required notice, as indicated in 1.1.3(1.) and (4.) shall require the payment of **double time** until the notice period has elapsed.

1.2 Operator Trainees

1.2.1 Work Schedule

When supernumerary, operator trainees shall be given a four-week schedule, averaging 40 hours per week, posted one week in advance, showing days and hours of work. **Once they have completed two (2) years of training, trainees will be placed on the master schedule the next time a master schedule is posted.**

1.2.2 Revisions to Work Schedule

While adherence to the supernumerary schedule is desirable, flexible utilization of trainees' working time will, on occasion, necessitate change in days of work on 24 hours' notice and hours of work on 16 hours' notice.

1.2.3 Transfers between Work Schedule and Master Work Schedule

1. When transferring from a supernumerary schedule to the schedule of a regular operating position and also when returning to their supernumerary schedule they shall be given one day's notice providing the transfer involves a change in the hours of work.
2. Plus time that has accumulated as a result of having worked in master work schedules shall be scheduled as time off during the four-week period following the operators' return to their supernumerary schedules. Failure to schedule this time off as outlined above, or a cancellation of such scheduled time off, shall require the payment of all remaining plus time at **double time**.
3. When occupying a regular operating position they shall be subject to the provisions governing regular operators as detailed in 1.0.

1.2.4 Penalties

Failure to comply with the one week's advance posting, as indicated in 1.2.1 shall require the payment of **double time** for work performed under the new schedule for which one week's advance posting has not been provided.

Failure to give the required notice, as indicated in 1.2.2 and 1.2.3 shall require the payment of **double time** until the notice period has elapsed.

1.3 Miscellaneous Scheduling Provisions

1.3.1 Administration

Although the content, preparation, posting and administration of shift schedules is the sole responsibility of the Company, the preference of the majority of operators at each station for a particular basic type of schedule will be adopted. Such preferences will be made known to the Company prior to commencement of preparation of new schedule.

However, if in the Company's opinion, the efficiency of the station or the health of an operator could be detrimentally affected by the chosen schedule, then the Company will provide the Union (chief steward) with reasons or medical opinions why the desired schedule cannot be implemented.

The preference of individual operators regarding vacation periods will be considered, providing such preferences are made known prior to commencement of preparation of new schedules.

Operating positions identified on the Master Work Schedule will normally be filled.

During periods of destaffing of positions, discussions will be held with the local Chief Steward and Management to decide when positions filled in relief by operator trainees will be discontinued.

1.3.2 Changing Positions on a Shift

Changing of positions on a given shift shall not involve premium rates of pay.

1.3.3 Definition

Notice as referred to in this item shall be defined as per the following example: One day's notice shall mean 24 hours prior to the start of the first affected shift. Also, the notice period shall be deemed to commence coincident with the posting of the revised schedule.

1.3.4 Location Transfer or Promotion Within a Station

On transfer to a new location or promotion within a station, the individual operator is required to assume the existing schedule for the new position without notice or penalty. His/her time balance shall, unless special circumstances prevent, be adjusted before taking over his/her position on the master work schedule, and in any case before the zero balance date of the existing schedule.

1.3.5 Training

Operators may be temporarily transferred from their work schedules for purposes of job related training and development at the stations with Hydroelectric Operating Supervisors and at other locations where planned operator training is provided. Seven days' personal notice shall be given to all participating operators except in the event of a late cancellation in which case an alternate operator may be selected and he/she may waive the notice period.

Failure to provide the required notice period will result in the payment of double time until the required notice period has elapsed.

1.3.6 Floating Statutory Holiday

A floating holiday may be interchanged with a supernumerary day or with a day where step-up relief can be provided. Floating holidays may be taken in the 12 month period from May 1 to April 30.

2.0 FORTY-HOUR PER WEEK OPERATORS

2.1 Non-shift Day Operators

The normal work week for these positions shall be 40 hours per week, consisting of five days of eight hours each, Monday to Friday, inclusive, statutory holidays excepted. The specific hours of work shall be 0800 to 1200 hours and 1300 to 1700 hours, except where such operators are part of a shift complement, in which case their hours of work shall be 0800 to 1600 hours.

Operators filling such positions shall not be required to accept service duty or on-call duty.

3.0 SELECTION TO/ACTING IN VACANCIES

Selection to vacancies to be made within 90 days after the vacancy is created providing there is a suitable applicant.

Pending the arrival of the successful applicant, and his/her assuming of the normal duties, the acting incumbent who is performing the normal duties and responsibilities of an acting position shall receive the appropriate rate in accordance with Article 8, Part A Item 43 and Item 6.0 herein.

4.0 DIFFERENTIAL FOR SHIFT WORK

Shift differentials shall apply to employees required to work on a three-shift schedule or a two-shift schedule. The first part of a three-shift or a two-shift schedule shall begin at normal starting time.

Regular part-time and temporary part-time employees will not be eligible for shift differential when the shift starts and ends between the hours of 0700 and 1800.

1. A shift differential of 65 cents per hour shall be paid to employees who are scheduled to work between the hours of 1600 and 2400.

2. A shift differential of 85 cents per hour shall be paid to employees who are scheduled to work between the hours of 0000 and 0800.

The appropriate shift differential shall be paid for the first eight hours of each scheduled shift on any regular scheduled day of work and shall not apply for any overtime hours. When premium time is involved for payment of shift work, the premium rate shall be computed on the standard basic rate, excluding shift differential. Operator Trainees will be paid this shift differential when they are working shift work.

5.0 VACATIONS

Vacations for operators will be governed by the following:

1. The 12-month period in which vacation is actually taken shall be from May 1st to April 30th of the following year rather than the calendar year.
2. Subject to exceptions resulting from unforeseen or emergent conditions, arrangements will be made to provide vacations as under-noted:
 - (a) Fourteen consecutive days¹ off within the period May 1 to September 30 (summer schedule) to all regular operators.
 - (b) If desired by the operator and he/she makes this known to the Company prior to the preparation of the master work schedule, 21 consecutive days¹ off including three weekends within the period May 1 to October 31 (summer schedule) to all regular operators who qualify for three or more weeks' vacation.
 - (c) Where mutually convenient to the Company and the employees, if individual operators so request, all or part of the vacation allowance may be taken outside the period May 1 to October 31.
 - (d) A request by an individual operator for an extension of his/her vacation period may be granted at the Company's discretion by interchanging his/her scheduled vacation days or unused vacation entitlement with days of work, providing qualified relief (reserve operators, surplus operators, operators-in-training) is available at the location.
3. If it becomes necessary to cancel the additional extension as outlined in this item, the operator granted the extension will be required to return to his/her original schedule without penalty to the Company.
4. If, in any instance and due to unforeseen circumstances, vacation schedules are adversely affected, the Company will use available relief so as to reduce the abnormal period to a minimum. See also Part 'A', Item 6.0.

¹ The consecutive days referred to would normally include other than vacation entitlement.

6.0 RELIEF WORK

1. Operator Trainees may be used to supply relief in any position excepting a Hydroelectric Operating Supervisor.
2. In each instance where an Operator or Operator Trainee falls sick while relieving in a higher-rated position, his/her sick benefits will be calculated at the higher relief rate for that specific period of time up to the first point on the schedule where he/she would have normally returned to his/her basic rate. From this point onward sick benefits during this illness will be based on his/her basic classification rate.
3. The entitlement of an Operator or Operator Trainee for payment of vacation days at a relief rate will be determined by the amount of relief provided during the period from May 1st to April 30th each year. If relief has been provided for 50 percent (50%) or more of this time in a higher position, all vacation days taken during this same period will be paid at the higher rate. Time worked after a permanent promotion to a higher position will not be counted towards the 50 percent (50%) credit.
4. Operator Trainees in Band II step 0& 3 who are required to upgrade to an Operator position will be placed on Band II step 5 for the time they are filling a full time Operator position on the schedule.
5. When Operators or Operator Trainees relieve in a higher-rated position and he/she acquires a lieu day (statutory holiday), the lieu day shall be paid at the higher rate.
6. When relieving in a higher rated position during his/her normally scheduled hours of work, Operators or Operator Trainees shall be paid a minimum of four hours' pay at the appropriate relief rate, or the actual hours worked, whichever is greater.

7.0 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.

Overtime, as used herein, means that part of the actual working time outside of an Operator's or Operator Trainee's schedule (subject to provisions of 1.0 to 1.3).

7.1 Definitions

Emergency Overtime: Work outside normal scheduled hours for which there has been no prearrangement.

Prearranged Overtime: Work performed outside of normal scheduled hours for which notification must be given a minimum of 24 hours in advance, for which time shall be counted from the time the operator arrives at his/her regular work headquarters until he/she finishes work at that headquarters. Where this advance notice is not given, overtime shall be considered as emergency overtime.

Extension Overtime: Work performed outside of normal scheduled hours as an extension of the normal shift (either immediately preceding or following the scheduled shift) for which time shall be counted from the time an operator reports for work until normal starting time (in the case of extension overtime preceding a scheduled shift) or from normal quitting time until an operator finishes work (in the case of extension overtime following a scheduled shift). Extension overtime will not be used where relief is required for a complete shift and an operator in the same or lower position is available.

7.2 Minimum Payments

7.2.1 Emergency Overtime

All emergency overtime worked shall receive a minimum payment of three hours' straight time pay or the actual time worked at the appropriate premium rates, whichever is the greater providing short emergency calls are not repeated within one hour of the completion of a previous call, for which the three hours' minimum (three hours at straight time) was paid.

In addition to the payment for emergency overtime or minimum payment as outlined above, one hour (straight time) shall be paid to the operator as compensation for travelling from his/her home to his/her place of work and return.

7.2.2 Prearranged Overtime

All prearranged work outside of normal hours performed or reported for due to lack of notice of cancellation on a scheduled day of work shall receive a minimum of two hours' straight time pay or the actual time worked at the appropriate premium rate, whichever is the greater.

All prearranged work performed or reported for due to lack of notice of cancellation on a scheduled day off shall receive a minimum of four hours' straight time pay or the actual time worked at the appropriate premium rate, whichever is the greater.

All prearranged overtime work cancelled within 24 hours of the designated work commencement time shall require payment of two hours at the basic rate to all affected operators.

One hour at straight time will be paid in lieu of time spent travelling when an employee is called in to work overtime and an extra trip is involved.

7.3 Special Provisions Concerning Overtime

An employee who is required to work continuously for more than 16 hours shall be entitled to an eight-hour rest period. Time spent for meals may be deducted from the total elapsed time but is not to be considered as breaking the continuity of the hours worked.

If the rest period extends into the employee's normal scheduled hours of work he/she shall be paid at straight time rates for the portion of the rest period which extends into the normal scheduled hours. This is in addition to the overtime worked.

Should he/she be required to continue working beyond 16 hours he/she shall be paid two times his/her normal basic rate until an eight-hour rest period is granted.

Should an employee be released before 16 hours have elapsed, he/she will not be entitled to an eight-hour rest period.

7.3.1 Equivalent Time Off Without Pay

See Part 'A', Item 10.2.

7.4 Overtime - Regular Part-Time And Temporary Part-Time Employees

Overtime is defined as: (1) hours worked which are in excess of the normal daily hours of the classification; or (2) hours worked in excess of 24 in a week; or (3) hours worked on a regular day off.

Premium Payment for Overtime:

Extension Overtime: Overtime hours worked within the first four clock hours will be at one and one-half times the employee's basic rate unless the employee works more than 28 hours in a week in which case the hours in excess of 28 will be paid at two times the employee's basic rate.

Non-Extension Overtime: All overtime hours worked that are outside of the first four clock hours after the classification's normal quitting time will be at two times the employees' basic rate.

8.0 PREMIUM PAYMENTS

The following premium payments shall apply to Operators and Operator Trainees

8.1 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.
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,
 - all overtime work performed on an unscheduled day of work, on Saturdays, Sundays and statutory holidays which occur Monday to Friday.
3. Two and one-half times the employee's basic rate shall be paid for all overtime hours worked on a statutory holiday which occurs on Saturday.

8.2 Scheduled Work

1. One and one-half times the employee's basic rate shall be paid for scheduled work performed on Saturdays and Sundays.
2. Two times the employee's basic rate shall be paid for:
 - (a) Scheduled work performed on a statutory holiday which occurs on Monday to Friday. An additional day off will be scheduled in lieu of the statutory holiday within six months of the end of the posted schedule.
 - (b) Scheduled work performed on a statutory holiday which occurs on a Saturday. The premium for scheduled Saturday in 1. above shall not apply.

8.3 Cancelled Vacation Days

When an employee's vacation is cancelled by the Company, the employee shall receive the appropriate premium rate 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. If more than seven calendar days' notice has been given, the employee shall receive straight time for all normal hours worked.

Where possible, and where it is mutually agreeable, cancelled vacation days shall be rescheduled during the current or succeeding six months' schedule. If this is not possible, the cancelled vacation shall be included in the employee's time balance at the end of the schedule in which it occurred.

When an operator's vacation is postponed owing to his/her illness, this postponed vacation will be rescheduled at a mutually agreeable time during the current or succeeding six months' schedule. If this is not possible, the cancelled vacation will be paid for at straight time rates.

NOTE

Operators shall receive entitlement for the same number of statutory holidays as Part 'B' employees. Therefore, when a statutory holiday falls on a Saturday, statutory holiday credit shall not apply.

9.0 OPERATORS' ORGANIZATIONAL STRUCTURE

9.1 Two Level Structure

9.1.1 Definitions

Supervising Operator

1. Operators in the senior position in multi-position stations.

Operator

1. Operators in one-person per shift stations that exercise operating control of generating stations or control/regulate water flows.
2. Subordinate operators who directly assist in the operation of multi-position stations.

9.2 Interpretation of Special Terms

Operating Control: The operator has the authority to perform, direct or authorize the operation of all devices under his/her control. He/she need not have remote or supervisory control of the equipment.

Directly Assist: The operator must work directly with the supervising operator and fully share in the supervising operators' responsibilities for directing, coordinating and controlling operations in his/her assigned jurisdiction. The operator may or may not spend part of his/her time in a travelling capacity.

Multi-position: The station coverage must normally comprise a supervising operator and one or more operators on at least one shift a day, for a minimum of two days each week.

9.3 Application of Operators' Organizational Structure

Where it is mutually recognized that a problem or problems exist regarding the application of the operators' organizational structure, a meeting of the Union and the Company will be called to resolve these specific problems. However, individual problems regarding the interpretation and application of the method will be initially dealt with in the field between the employee and his/her supervisor.

10.0 JOINT COMMITTEES

The Operators' Consultative Committee, established in 1954, shall continue to act under the following terms:

10.1 Personnel

Maximum of three appointees from each party.

10.2 Function

To act as a liaison between the Company and the employees in the field for the purpose of exchanging information relating to changing conditions as they affect operators.

To discuss mutual operating problems of a general nature which arise from time to time.

Any program developed by the Company to establish standards of qualifications for operating positions will be a matter of Union advisement as to progress and discussion.

The committee may be convened at approximately three-month intervals to deal with agenda submitted by either the Union or the Company and acceptable to both parties as being within the scope of the committee's function.

10.3 Limits of Authority

It is understood that this committee will meet to discuss general operating problems of common interest to the Union and the Company and shall not have bargaining power or authority to amend existing policy, or interpret collective agreements. Any recommendations which arise as a result of discussions shall be presented separately to the Union and to the Company by their respective members.

11.0 MANAGERIAL DUTIES

A management supervisors' normal duties are supervisory in nature. Under normal circumstances they must not take the place of skilled workers. In the event that an emergency work condition arises, skilled help must be called in. Where suitable skilled help is not available at the required time, supervisors are expected to perform whatever duties are necessary. The foregoing is not intended to prohibit the management supervisor from carrying out appropriate training.

12.0 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 obtained², an allowance of \$15.00 per meal will be paid.

12.1 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.

² 'Reasonably obtained' is to be defined locally by Union and Management.

PART D

CLERICAL/TECHNICAL

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CLERICAL/TECHNICAL

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PART D

CLERICAL / TECHNICAL

Specific Matters of Agreement

1.0 WAGES

The wage rates for all employees covered by this section of the Collective Agreement shall be in accordance with, Part A Item 43 and Article 8.

2.0 HOURS OF WORK - GENERAL

1. Clerical/technical employees whose basic hours of work are 35 hours per week may be periodically required to change their work location and to work 40 hours per week or the same hours as field staff. All hours in excess of seven hours per day, Monday to Friday, are to be paid at the appropriate premium rate.
2. Certain technician classifications which have been established on a 40-hour week basis shall continue to work normal hours of 40 hours per week but when on field work may be required to work the same hours as the field staff.
3. The normal work week of all clerical/technical employees of the Corporate Mailing Section shall be 35 hours per week consisting of five days of seven hours per day, Monday to Friday inclusive. Such employees shall normally be free to select variable working hours within the period 7:30 am to 5:30 pm in accordance with Subsection 1.1.1.

Where, in the opinion of the Company, such selections fail to maintain an effective mail service, the Company may establish hours of work between 7:30 am and 4:30 pm for all employees on the basis of weekly work schedules which shall be posted in the work location seven days in advance of their application. Early starting times shall be rotated equitably among the staff.

2.1 Hours of Work - Specific

With the exception of shift work, head office hours shall be a 35-hour week subject to Article 8.12

8:30 am - 12:00 noon (Monday through Friday)

1:00 pm - 4:30 pm (Monday through Friday)

2.1.1 Variable Working Hours in Head Office (Nuclear)

The governing policy of variable working hours at head office is to improve business performance, employee and customer satisfaction by offering flexibility in start and stop times and lunch periods for employees.

The work week will consist of five, seven/eight hour days, Monday to Friday. The hours of work selected must be in accordance with the observation of core working hours of 9:00 a.m. to 11:45 and 1:15 p.m to 2:30 p.m.

Each month employees may select their standard work period for the following month. Employees may select a starting time which is not earlier than 7:00 a.m. and not later than 10:00 a.m. or at 1/4 hour intervals prior to that. Their finishing time will not be earlier than 2:30 p.m. They may select a 30, 45, 60, 75 or 90 minute lunch period to be taken between 11:45 a.m. and 1:15 p.m.

The hours of work selected are subject to the supervisor's approval. The supervisor may, if necessary, restrict some employees to the hours of 8:30 am to 4:30 pm (for 35 hour per week employees), if, for example, the hours of work selected reduce the level of service provided by the employee to members of the employee's team, the employee's supervisor, the Business Unit or the customers of the Business Unit. The supervisor may not assign 35 hour per week employees to hours of work outside of 8:30 am to 4:30 pm, except as provided for in Part 'D', Section 4.0 - Overtime.

Where in the Company's opinion, a work unit cannot be operated satisfactorily under variable working hours, they will not be implemented in that unit. Individual deviation from selected work schedules will require the supervisor's prior approval.

2.1.2 Variable Working Hours in Head Office (Non-Nuclear)

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, or eight hour days Monday to Friday. The hours of work selected must be in accordance with the observation of core working hours of 10:00am to 2:30pm.

Employees may select a starting time which is not earlier than 6:30 a.m. and not later than 10:00 a.m. or at 1/4 hour intervals prior to that. Their finishing time will not be earlier than 2:30 p.m. They may select either a 30, 45, 60, 75 or 90 minute lunch period commence within 3 to 5 hours of their start time.

The hours of work selected are subject to the supervisor's approval. The supervisor may, if necessary, restrict some employees to the hours of 8:30 am to 4:30 pm (for 35 hour per week employees). The supervisor may not assign 35 hour per week employees to hours of work outside of 8:30 am to 4:30 pm, except as provided for in Part 'D', Section 3.0 - Overtime.

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

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

2.2 Hours of Work - Outside Head Office

Hours of work (including variable hours of work) in locations other than head office shall be negotiated by the Company and the Sector Vice President or Delegate of the Union.

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

2.3 Compressed Work Week (Non-Nuclear ONLY)

The parties agree that there may be instances in which there is a benefit to both the employee and the company of entering into a compressed work week arrangement. Either party can initiate discussions with

respect to such arrangements but it will only be implemented upon attaining joint agreement. The benefits of a compressed work week must be demonstrated or the arrangement may be cancelled by either party upon the giving of appropriate notice. The details of the arrangement must be in writing and signed off by the parties.

Failure to agree to a compressed work week or the cancellation of same is not a matter subject to the grievance/arbitration process.

Details of this provision as well as the administrative/time keeping issues are included in a Joint Bargaining intent document dated July 19, 2001.

2.4 On-Call (Non-Nuclear ONLY)

On-call is the term used to cover after hours service performed by various Part D employees. They will be allowed two hours to report from the time that they are called. The rates for on-call shall be computed at one half (1/2) hour at the employee's basic hourly rate per day, except for Saturday, Sunday and statutory holidays when the rate will be one (1) hour at the employees basic hourly rate per day. An employee who is required to report to work while on-call shall be paid overtime rates as per Part D, Item 4.0.

When an employee is on-call, management will endeavor to provide the employee with either a cellular phone or a pager in order to facilitate contact.

On-call will be managed on a voluntary basis among qualified employees.

It is not the intent of this item to schedule employees on-call to avoid staffing on-going positions.

3.0 SHIFT DIFFERENTIAL AND SHIFT WORK

It is recognized that from time to time it may be necessary, due to the nature of the Company's operations, to place certain clerical/technical day working employees on shift work. Where this occurs, the following provisions will apply:

1. Shift work shall not be implemented for a period of three working days or less. If the working period is three days or less, the appropriate premium rate will be paid for the minimum three-day period.
2. The Company will provide 72 hours' (three calendar days) posted notice of the commencement and termination of a shift. Failure to provide such notice will require a penalty payment of **double time** for all changed hours of work within the notice period.

Note

For Non-Nuclear such notice will be personal notice as defined in the Collective Agreement.

3. Such a placing on shift work shall not deprive an employee of his/her total number of normal scheduled weekly hours.

4. Revision to the work schedule shall provide for a minimum of 15 hours off between shifts. Failure to provide such time off will require the penalty payment for the first affected shift.
5. Shift differential shall apply to employees required to work on a three-shift schedule or a two-shift schedule and shall not apply for overtime hours.
6. Shift work will be scheduled on a Monday to Friday basis.
7. Work in excess of the total number of normal daily hours will be paid at the appropriate overtime rates.
8. The following shift differentials shall apply:
 - (a) Sixty-five cents per hour to employees scheduled to work between the hours of 1600 and 2400.
 - (b) Eighty-five cents per hour to employees scheduled to work between the hours of 0000 and 0800.
9. Regular part-time and temporary part-time employees will not be eligible for shift differential when the shift starts and ends between the hours of 07:00 and 18:00.

4.0 OVERTIME

Due to the nature of the Company's operations, some employees will be required to work overtime. Overtime will be minimized and managed within the limits of corporate effectiveness and customer impact. In recognition of employee well-being and inconvenience, an effort shall be made to equitably distribute overtime amongst all qualified employees. Overtime, as used herein, means that part of the actual working time, which is outside the normal scheduled hours and is, therefore, subject to compensation at premium rates.

4.1 Overtime Definitions

Prearranged Overtime: Work performed outside the normal scheduled hours for which notification must be given a minimum of 24 hours in advance. Time shall be counted from the time the employee reports for work until the employee finishes work.

Emergency Overtime: Work performed outside the normal scheduled hours, which is neither prearranged nor extension overtime. Time shall be counted from the time the employee reports for work until the employee finishes work.

Extension Overtime: Work performed outside the normal scheduled hours as an extension of the normal scheduled hours (either immediately preceding or following the normal scheduled hours). Time shall be counted from the time the employee reports for work until normal starting time or from normal quitting time until the employee finishes work.

4.2 Payment For Overtime

Overtime, as used herein, means that part of the actual working time, which is outside the normal scheduled hours, and is therefore, subject to compensation at premium rates.

Premium payment for overtime shall be as follows:

1. One and one-half times the employee's basic rate shall be paid for all work performed during the first four clock hours after normal quitting time, Monday to Friday inclusive.
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.
 - All work performed on a regular day off, on Saturdays, Sundays and statutory holidays which occur Monday to Friday.

4.3 Overtime - Miscellaneous Provisions

1. In order to alleviate excessive inconvenience, an effort shall be made to equitably distribute overtime amongst all qualified employees. Where employees feel they have been assigned abnormal amounts of overtime, consideration of such cases shall be considered fit matter for discussion at the 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', Item 10.2.

4.4 Minimum Payments - Overtime

All Part 'D' clerical/technical employees who are called out to work overtime with or without notice shall receive the following:

When minimum payments apply no travel allowance will be paid.

1. All prearranged overtime performed or reported for due to lack of notice of cancellation, Monday to Friday inclusive, shall receive a minimum of two hours at straight time or the actual time worked at the appropriate premium rates, whichever is the greater.
2. All prearranged overtime cancelled with 48 hours of the designated time of work commencement shall require payment of two hours at straight time.
3. All prearranged overtime performed or reported for due to lack of notice of cancellation on Saturdays, Sundays and statutory holidays shall receive a minimum payment of four hours at straight time or the actual time worked at the appropriate premium rates, whichever is the greater.
4. This shall not apply where the overtime period commences on a Saturday, Sunday or statutory holiday, as part of a longer overtime period continuing into the next calendar day.
5. All emergency overtime work shall receive a minimum payment of four hours at straight time or the actual time worked at the appropriate premium rate, whichever is the greater, providing short emergency calls are not repeated within one hour of the completion of a previous call for which the four-hour minimum was paid.

If the call-out occurs less than two hours before the commencement of normal starting time, the minimum will not apply and the appropriate premium rate will be paid continuously from the call-out time until normal starting time.

4.5 Overtime - Regular Part-Time and Temporary Part-Time Employees

Overtime is defined as: (1) hours worked which are in excess of the normal daily hours of the classification; or (2) hours worked in excess of 24 in a week; or (3) hours worked on a regular day off.

Premium Payment for Overtime:

Extension Overtime: Overtime hours worked within the first four clock hours will be at one and one-half times the employee's basic rate unless the employee works more than 28 hours in a week in which case the hours in excess of 28 will be paid at two times the employee's basic rate.

Non-Extension Overtime: All overtime hours worked that are outside of the first four clock hours after the classification's normal quitting time will be at two times the employees' basic rate.

Regular Day Off: Overtime hours worked on a regular day off will be paid at 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 obtained¹, 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.

¹ 'Reasonably obtained' is to be defined locally by Union and Management.

6.0 A PRINCIPLES RE RESOURCING FOR RELIEF, ACTING & TEMPORARY ASSIGNMENTS (Nuclear)

Recognizing that relief, acting and temporary assignments contribute to the development of personnel and contribute to the work being done effectively, the following will be considered when resourcing these assignments:

Sound business management while meeting the intent of the collective agreement with regards to:

- Selection for step-up
- Duration of step-up opportunity
- Equitable distribution of step-up opportunities

Supervision

For supervisory positions primary consideration will be given to personal qualities such as leadership and the understanding and display of the practice of good human relations.

Definitions

Relief: Replacement of an incumbent who is absent.

Temporary: Where there is additional work a temporary nature, without an incumbent

Acting: There is a vacancy in a position, i.e. no incumbent and the work needs to be done during posting selection process.

Relief/Temporary/Assignments of greater than 25 days duration.

As per Part D item 6.1, step-up opportunities are rotated within the job family:

- By Seniority
- Site-Wide
- Employed for a minimum of 6 months in his/her base position
- Not already on assignment
- An employee will not be refused twice due to a lack of the same qualification

Regular employees shall be given step up opportunities over temporary employees.

6.1 A Relief Work

Intent

The assignment of relief is a Management right and increased duties must be assigned not assumed. Compensation for relief assignments shall be in accordance with Article 8.

1. The Company shall notify the employee in writing, in advance where possible, of the requirement to perform relief, of the general nature of the major duties to be performed, and the rate to be paid during the relief period.

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

3. Statutory holidays will not affect the continuity if they occur between the first and second days.

Payment for a statutory holiday shall be at the relief rate if it occurs during the relief period and at the normal rate if it occurs at the beginning or the end of the relief period.

6.2 A 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 Sector Board Chairperson of the Union. Pending the arrival of the successful applicant and his/her assuming the normal duties, the acting incumbent who is performing the normal duties and responsibilities of an acting position shall receive the appropriate rate in accordance with Article 8 and Part A Item 43.

6.3 A New Personnel Development (Training and Experience)

The benefits of personnel development to the Company and to the individual are recognized.

Also recognized is the emphasis placed on personnel development, when determining qualifications, for promotion purposes. The need for equitable development opportunities and treatment of individuals and groups is clear. Therefore, it is agreed that:

1. Individuals and groups should receive equitable development opportunities and treatment.
2. Disruptions to training will be minimized. Where the work situation, unavoidably, precipitates an inequality of development opportunity and treatment, such inequity will be recognized and will not be allowed to work to the disadvantage of that individual or group.
3. Employees shall receive 100% of approved reimbursable costs, paid for external training which:
 - creates or maintains an employee's capability related to current job performance,
 - creates an employee's capability for a position identified in a succession, retraining or redeployment plan.

Employees shall receive 75% of registration/tuition fees and learning material costs for external training activities which create employee's capability for future jobs within the Company and provided such training is outside working hours.

6.0 B PRINCIPLES RE RESOURCING FOR RELIEF, ACTING & TEMPORARY ASSIGNMENTS (Non-Nuclear)

Recognizing that relief, acting and temporary assignments contribute to the development of personnel and contribute to the work being done effectively, the following will be considered when resourcing these assignments:

- 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 B Relief Work

The assignment of relief is a Management right and increased duties must be assigned not assumed. Compensation for relief assignments shall be in accordance with Article 8.

1. The Company shall notify the employee in writing, in advance where possible, of the requirement to perform relief, of the general nature of the major duties to be performed, and the rate to be paid during the relief period.

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

3. Statutory holidays will not affect the continuity if they occur between the first and second days.

Payment for a statutory holiday shall be at the relief rate if it occurs during the relief period and at the normal rate if it occurs at the beginning or the end of the relief period.

6.2 B 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 Sector Vice President or delegate of the Union. Pending the arrival of the successful applicant and his/her assuming the normal duties, the acting incumbent who is performing the normal duties and responsibilities of an acting position shall receive the appropriate rate in accordance with Article 8 and Part A, Item 43 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 which results in an upward change of the pay bands shall not be considered to create a vacancy, if there is in the Company's opinion, an employee at the location who is the only one qualified to perform the resulting job. If there is a more senior employee in the same pay band in the same job family at the location who was not appointed to the resulting job, s/he shall have the right to seek redress under Article 2 grievance procedure.
2. Changes to jobs which result in a surplus in staff complement of the work group shall not be considered to create a vacancy in the resulting job(s).

7.1 Posting Procedures

A notice of vacancy referring to Clerical-Technical positions shall be based on the job description and shall be posted province wide. Nothing contained in the notice of vacancy shall contravene the information contained in the job documents. No important information (subject to space limitations) shall be omitted.

Refer to Part 'A', Section 17.2 - Notification to Applicants.

8.0 POSITIONS EXCLUDED AS PER ARTICLE 1 - CLERICAL/TECHNICAL

Incumbents in positions excluded under Article 1 perform certain inherent work functions, which are part of their normal duties. It is also recognized, however, that such work functions will not be performed for the purpose of reducing staff requirements or deliberately to avoid overtime for employees represented by the Union. If the Union believes that this provision is being abused, it may lodge a grievance under Article 2 of the Collective Agreement.

9.0 SHIFT WORK - INFORMATION MANAGEMENT FACILITIES

It is recognized that Information Management Facilities shift working employees at head office must undergo conditions not normally experienced by other clerical/technical employees.

9.1 Rate of Pay

The basic rate of these employees shall be by Article 8 and Part A item 43. Calculation of all premiums shall be made on this basic rate. An increment of seven and one-half percent (7.5%) shall be added to the basic rate of each classification when such classification is designated as being two- or three-shift and six- or seven-day operation. Classifications designated as two- or three-shift, five-day, Monday to Friday operation, will be paid at the basic rate. When an employee is to be placed on or taken off shift work, the Union's chief steward will be notified of such changes in writing.

9.2 Hours of Work

Shift working personnel shall work an average of 35 hours per week over a period of approximately one year. Employees will be informed of their time balance in June. Each employee's time will be balanced at the end of one of the five fiscal weeks immediately preceding December 16. Payment of plus time balances existing on the time balancing date shall be paid before December 31 at the rate of **two** times the employee's classification basic rate in effect at the time balancing date. **At the time of layoff all positive time balances will be paid out at 2X.**

NOTE

The Company will not be required to balance time for employees who have been hired or transferred from non-shift work to shift work in the five fiscal weeks immediately preceding December 16 until a period of approximately one year following the employee's appointment to the new position has elapsed.

Minus time balances which occur as a result of promotion of a shift working employee within the five fiscal weeks immediately preceding December 16 shall be worked off within the two-month period immediately following the establishment of the minus time.

9.3 Scheduling Provisions

The Company will be responsible for the preparation, content and administration of shift schedules averaging 35 hours per week over approximately a one-year period. These schedules shall cover a nine-week period, posted two weeks in advance, showing the days, hours of work (shift), and position of each employee. Any reserve employees and their hours of work (shift) shall be shown on the schedule. The schedule will provide for a minimum of two shifts (16 hours) off between shifts. Failure to comply with two weeks' advance posting as stated herein shall require payment of **two** times the employee's basic rate for work performed under the new schedule until the notice period has elapsed.

Although the content, preparation, posting, revision and administration of shift schedules is the sole responsibility of the Company, the preference of the staff regarding the type of schedule to be worked and the preferences of individual employees regarding vacation periods will be considered, providing such preferences are made known prior to commencement of preparation of new schedules. Where employees feel they have been assigned unreasonable schedules, such schedules shall be considered fit matter for discussion at local level.

NOTE

The cycling of schedules, allowing for holidays and sickness, may create a reserve of employees over and above the complement required for any shift. Whenever an employee in the normal course of his/her rotation of the schedule becomes supernumerary, he/she will be known as a "reserve employee".

Schedules will be posted two weeks in advance to cover one, two or three shifts per day for five-, six- or seven-day coverage with eight working hours per shift.

The day a shift begins will dictate the shift hours, and the specific hours of work for all Information Management Facilities classifications designated as being two or three shift and six or seven days a week operation will be as follows:

Normal Work Schedule

Days	-	0800 to 1600
Evenings	-	1600 to 2400
Nights	-	2400 to 0800

All shift workers will eat their meals on duty. On day shift, Monday to Friday, the employee can opt for a normal, unpaid lunch period.

9.4 Schedule Alterations

A minimum of seven days' notice shall be given when an employee's hours of work as shown on the schedule are to be changed, with the following exceptions:

1. Reserve hours of work may be changed within a calendar day, providing a minimum of two non-working shifts' (16 hours) notice is given before the start of the first affected shift.

2. With four days' notice, reserve days of work may be interchanged with scheduled days off, within the posted schedule. Such interchange will not be used for an employee while attending meetings involving the Union.
3. In the case of illness, which would result in a staff shortage, four (4) days' advance notice will be given when placing an employee on shift.

9.4.1 Penalties

Failure to give the required notice, stated in Subsection 9.4, shall result in the payment of **two** times the employee's classification basic rate until the notice period has elapsed.

9.5 Shift Differential

Sixty-five cents per hour shall be paid for scheduled hours worked on the evening shift.

Eighty-five cents per hour shall be paid for scheduled hours worked on the night shift.

The appropriate shift differential shall be paid for the first eight hours of each scheduled shift on any day and shall not apply for overtime hours. When premium time is involved for payment of shift worked, the premium rate shall be computed on the standard basic rate, excluding shift differential.

Regular part-time and temporary part-time employees will not be eligible for shift differential when the shift starts and ends between the hours of 07:00 and 18:00.

9.6 Special Payment Provisions

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

NOTE

Shift workers shall receive entitlement for the same number of statutory holidays as Monday-Friday, day-working clerical/technical employees. Therefore, when a statutory holiday falls on a Saturday, statutory holiday credit shall not apply. See chart at end of this section.

9.7 Overtime

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

9.7.1 Minimum Payments - Overtime

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

Payment for overtime shall be made not later than on the second pay day following the pay period during which the overtime was performed.

The Company agrees to control excessive authorized overtime by restricting actual overtime to total not more than two shifts (16 hours) in any given pay week.

9.8 Definition of Notice

Notice: as referred to in this section shall be defined as per the following example:

One day's notice shall mean three shifts (24 hours and not an individual employee's shift) prior to the start of the first affected shift. Also, the notice period shall be deemed to commence coincident with the posting of the revised schedule. A reasonable effort will be made to contact the employee affected by the change.

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

1. Personal time off.
2. Travelling time outside normal working hours.
3. Payment for temporary supervision.
4. Time charges and expenses - employee union representative.

When the following items apply a "day" will be the scheduled hours of work for that day:

1. Jury duty.
2. Funerals.
3. Moving day.

The basic statutory and special time off provisions remain unchanged in that the time off and pay entitlements will continue to be calculated on a seven-hour basis.

9.10 When employees are on vacation or sick leave, their time for these particular days is to be credited with only seven hours and no positive time balance of one hour.

10.0 TEMPORARY GUIDES

The normal hours of work of a temporary guide will be up to a maximum of 35 hours per week, which may be scheduled on any day of the week with an average of two days off per week. Temporary guides are not eligible for the payment of shift differential. Overtime shall be paid for all hours worked in excess of 35 hours per week as per Part D, Item 4.2, paragraphs 1 and 2.

NOTE

The payment for scheduled work performed on a statutory holiday will be one and one-half times the employee's basic rate plus a lieu day.

The Company will provide a suitable uniform and bear the cost of cleaning at intervals decided upon by the Company.

Transportation provisions will be in accordance with Mid-Term Agreement entitled "Transportation for Employees to Outlying Stations". In addition, the Company will bear the cost of transportation for female employees required to travel during periods of darkness in those locations where appropriate public transportation is not available.

11.0 HEALTH PHYSICS TECHNICIANS - HEALTH AND SAFETY

11.1 Hours of Work - Health Physics Technicians

The parties agree to develop a schedule covering seven days per week for a period of not less than 3 months to be posted 30 days in advance, providing an average of 35 hours per week.

The following are the recognized criteria for developing an acceptable shift schedule:

1. The schedule should equitably rotate among all employees.
2. The schedule should follow a repeating pattern so that it is easily understood.
3. The majority of employees in each location must agree to the schedule.
4. The schedule may provide flexibility in the work day and work week.
5. The schedule must provide for time balancing.

NOTE

In the event that the parties fail to develop an agreed to shift schedule, the provisions of Part D, Item 4.0 will apply.

11.2 Method of Payment

11.2.1 Scheduled Hours

Payment at straight time, Monday to Friday.

Payment at time and one-half for all scheduled hours worked on Saturdays and Sundays.

11.2.2 Overtime

Payment for all work performed outside of scheduled hours to be made in accordance with the overtime provisions of Part 'D' Section 4.0.

11.2.3 Statutory Holidays - Scheduled Hours

Time and one-half for all scheduled hours worked on a statutory holiday, plus statutory holiday credit.

11.2.4 Statutory Holidays - Overtime

Double time for all non-scheduled hours worked on a statutory holiday, plus statutory holiday credit.

12.0 SHIFT WORK – TECHNICAL STAFF (Inspection and Maintenance Technicians – Nuclear ONLY)

12.1 Applicability

This section applies to Inspection and Maintenance Technicians I/II/III.

12.2 Intent

I&M technicians are primarily day workers. However operational requirements mean that these employees will be required to work shift from time to time. The Company may select and assign I&M Technicians to shift work for up to eight (8) months in total per annum per employee.

12.3 Implementation

Although the content, preparation, posting and administration of the shift schedule is the responsibility of the Company, an annual province wide secret ballot vote by I&M Technicians will determine whether the shift schedule will be composed of 8 or 12 hour shifts. The choice of a simple majority of those voting will prevail. Shift preferences will be made known to the Company prior to the commencement of the new schedule. A province wide 12 month I&M schedule will be posted 30 days prior to its starting date.

12.4 Duration of Shifts

Shift work employees will work 8 or 12 hour shifts determined in accordance with 12.3. The design of shift schedules may be time balanced to greater than base hours (35 hours per week). The design of the schedule shall provide for a minimum of 16 hours off between shifts when working on an 8 hour shift schedule and 12 hours off between shifts when working on a 12 hour shift schedule.

12.5 Scheduling Provisions When on Shift

12.5.1 A minimum of seven (7) days' notice will be given when an employee's shift schedule is changed or when an employee is put on shift with the following exceptions:

- (a) Three (3) days' notice if a forced unit outage occurs for reasons of equipment failure or for a safety reason. Refer to Mid-term Agreement R-7 for definition of unit outage.

The applicability of the three (3) day notice period in this clause is dependent upon a shift change notice being issued to the affected employees within 48 hours of the occurrence of the forced unit outage.

(b) In the case of illness, four days' notice will be given.

Failure to provide the above notice will require the payment of **double time** for work performed during the notice period. For purposes of clarification Part D - Item 3.0(1) and Part D - 3.0(2) do not apply.

12.5.2 An employee will not receive less pay on average as a result of being placed on shift work than he would have received as compensation for working regular day hours. This item overrides Part D - Item 3.0(3).

12.5.3 Revision to the work schedule shall provide for a minimum 15 hours off between shifts. Failure to provide such time off will require the penalty for the first affected shift.

12.5.4 Shift Differential

Shift differentials shall apply to employees required to work on a three-shift schedule or a two-shift schedule. The first part of a three-shift or a two-shift schedule shall begin at normal starting time.

Regular part-time and temporary part-time employees will not be eligible for shift differential when the shift starts and ends between the hours of 0700 and 1800.

12.5.4.1 Eight Hour Shifts

A shift differential of 65 cents per hour shall be paid to employees who are scheduled to work between the hours of 1600 and 2400.

A shift differential of 85 cents per hour shall be paid to employees who are scheduled to work between the hours of 0000 to 0800.

12.5.4.2 Twelve Hour Shifts

A shift differential will be paid for the night shift only.

The shift differential will be the sum of the differentials in 12.5.4.1 above multiplied by 8/12.

12.5.4.3 The appropriate shift differential shall be paid for the first eight/twelve hours of each scheduled shift on any regular scheduled day of work and shall not apply for overtime hours. When premium time is involved for payment of shift work, the premium rate shall be computed on the standard basic rate, excluding shift differential.

12.5.5 Work in excess of the total number of normal scheduled hours will be paid at the appropriate overtime rates.

12.5.6 Premium Payments

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

The basic hourly rate of each employee's classification as set out in Part A, Item 43 without any increments, premiums or bonuses.

Premium payment, for the undernoted, shall be as follows:

12.5.6.1 Shift Workers

12.5.6.2 Scheduled Work

1. One and one-half times the employee's basic rate shall be paid for scheduled work performed on Saturdays and Sundays.
2. Two times the employee's basic rate shall be paid for:
 - (a) Scheduled work performed on a statutory holiday, which occurs on Monday to Friday. An additional day off will be scheduled in lieu of the statutory holiday within six months of the end of the posted schedule.
 - (b) Scheduled work performed on a statutory holiday, which occurs on a Saturday. The premium for scheduled Saturday in 1. above shall not apply.

12.5.7 When these employees are required to work 12 hour shifts 12.5.3 will not apply. For purposes of clarification, this Item overrides Item 3.04.

12.5.8 Scheduled hours worked in pay periods involving shift work will be credited to a time bank. An amount equal to base hours for the pay period worked on shift will be paid and deducted from the time bank. Plus time balances which still exist as of the last day of the year shall be paid at **double time**, or where it is mutually agreeable all or a portion thereof may be taken off at premium rates. Plus time balances, which still exist as of the last day of the regular schedule shall be paid for at **double time**. **At the time of layoff all positive time balances will be paid out at 2X.** Minus time balances, which occur as a result of changes to the regular schedule shall be worked off within two fiscal months of the end of the schedule month in which the minus balance occurs unless it is mutually agreed to between the employee and his/her supervisor to extend this period. Minus balances not worked off within this two month period will be written off (unless it has been agreed to extend this period).

12.5.9 Shift work may be scheduled on any day of the week. Overtime for those assigned to shift will be paid for hours worked in excess of the scheduled shift hours with applicable premiums. For purposes of clarification, Part D Items 3.0(6) and 3.0(7) have no application.

Overtime beyond scheduled hours of work may be taken off at mutually agreed upon times calculated in accordance with the applicable premium rates. Where there is no agreement, overtime shall be paid at the applicable premium rates.

12.5.10 When scheduling 8 or 12 hour shifts the shift will consist of 5 consecutive 8 hour shifts or 4 consecutive 12 hour shifts. The shift schedule shall provide for at least 48 hours off between sequence of shifts.

12.5.11 Shift Schedule Pay Provisions

When an employee is scheduled to work an 8-hour shift, the following will apply:

- (a) In determining credits used for vacations, floating holidays and sick leave, one and one-seventh days will be deducted.
- (b) In determining pay treatment for
 - (i) travelling time outside normal working hours
 - (ii) payment for temporary supervision
 - (iii) time charges and expenses - employee union representative

calculations will be made on an hour-for-hour basis to a maximum of 8 hours except for (i) where the maximum will be 7 hours.

- (c) In determining pay treatment for the following items a day will be considered to be 8 hours:
 - (i) Leave of Absence with Pay - Part A - Item 10.1
 - (ii) Moving Days
- (d) In determining pay treatment for
 - (i) Statutory Holidays
 - (ii) Special Time Off

a day will continue to mean seven hours.

When an employee is scheduled to work a 12 hour shift, the following will apply:

- (a) In determining credits used for vacations, floating holidays and sick leave, one and five-sevenths days will be deducted.
- (b) In determining pay treatment for
 - (i) travelling time outside normal working hours
 - (ii) payment for temporary supervision
 - (iii) time charges and expenses - employee union representative

calculations will be made on an hour-for-hour basis to a maximum of 12 hours except for (i) where the maximum will be 7 hours.

- (c) In determining pay treatment for the following items a day will be considered to be 12 hours:

- (i) Leave of Absence with Pay - Part A - Item 10.1
 - (ii) Moving Days
- (d) In determining pay treatment for
- (i) Statutory Holidays
 - (ii) Special Time Off

a day will continue to mean seven hours.

12.6 Deleted Provisions When on Shift

When an individual is assigned a shift and the provisions of 12.4 are in effect, the following provisions of Part D will not apply.

1. Section 2.0 - Hours of Work - General
2. Section 2.1 - Hours of Work - Specific
3. Section 2.2 - Hours of Work - Outside Head Office

12.7 The I&M Technician Schedule at Bruce has start and stop times which do not align with the regularly scheduled bus services, then the company will supply buses for each shift or pay travel expenses as per PW-8.

12.8 Compensation for travel and travel time shall be in accordance with the relevant sections of Part A of the Collective Agreement.

12.9 Personal Property

Reimbursement by the Company for losses of the employee's personal property as a result of radioactive contamination shall be considered and assessed on the individual merits of each case.

12.9.1 Access to Radiation Records

Each employee shall have access to his/her personal radiation dose records.

12.9.2 Ionizing Radiation

The Union Office will be supplied with one copy of the Radiation Protection Requirements and one copy of the Radiation Protection Procedures Manual, and all revisions to these Requirements and Procedures.

12.9.3 Radiation Limits

Employees performing their normal work, who exceed radiological limits requiring them to be removed from certain work locations, shall be given suitable work elsewhere at not less than their basic rate of pay.

12.9.4 Pregnant Nuclear Energy Workers

Every reasonable effort shall be made to assign a pregnant **Nuclear Energy** Worker to a location where there is no expected recordable radiation dose above natural background. In relocations of pregnant **Nuclear Energy** Workers, the normal base rate of pay will be maintained. The relocation period will be extended for a reasonable period of time for female **Nuclear Energy** Workers who indicate they intend to continue to breast-feed their babies after they return to work.

12.9.5 Female Nuclear Energy Workers Wishing to Conceive

Every reasonable effort shall be made to re-assign a female **Nuclear Energy** Worker, at her request, to a location where there is no expected measurable radiation dose while she is attempting to conceive. The purpose of the reassignment is to ensure that the embryo/fetus is not exposed to radiation during the period between conception and confirmation of pregnancy.

The re-assigned female **Nuclear Energy** Worker shall have her wages maintained under the following conditions:

- (a) the re-assignment is six months or less, and
- (b) the employee will have no more than three such re-assignments, and
- (c) Exceptions to the above may be granted at the discretion of The Company's Chief Physician.

12.9.6 Although every effort shall be made to minimize disruption to the continued training and development of the employee in her chosen career, it is recognized that re-assignment to a non-related work area may interrupt the training program. In the case where it is interrupted, progression through the training program will be frozen for the duration of the reassignment.

12.9.7 Dose Limits

The Company is committed to excellence in radiological safety performance. All radiation exposures shall be kept as low as reasonably achievable, consistent with sound operating practices, and with due regard for employee concerns.

The Company will pursue a policy of controlling radiation doses to its employees such that individual doses will not exceed 10 mSv (1 rem) per year averaged over any five (5) year period, provided the total collective dose does not increase as a result.

Each facility shall jointly develop annual targets and implementation plans which will strive to improve on this standard and eliminate unnecessary radiation exposure.

The Grievance process is not intended to apply to Part 'D', Item 12.9.7, however, instances where annual targets have been exceeded will be reviewed by the Joint Health and Safety Committee of that facility. Such instances may also be fit matter for discussion by the Joint Committee on Radiation Protection.

13.0 SHIFT WORK - TECHNICAL STAFF (Instructor – Nuclear ONLY)

13.1 Applicability

This section covers the following classification: Instructor.

13.2 Intent

The intent of this section is to provide a framework within which employees in the above named classifications may be assigned to shift work on a Monday to Friday basis for limited periods of time. The "limited period" is to be less than three months in each year for each employee unless the employee involved specifically consents to an extension.

13.3 Implementation

When shift work is required, management will solicit preferences for shift work from the employees in the required classifications. If employees with the required skill, knowledge, experience, etc., indicate a preference for shift work, management will select from among these employees. If insufficient qualified volunteers are available, management will assign the shift work to qualified employees, endeavouring to minimize personal inconvenience.

13.4 Duration of Shift Hours

The employees who may be required to work shifts under this section include both 35 and 40 hour per week positions. They will work a time balanced schedule.

Forty hour per week employees when assigned to shift work will work the same hours as regular shift workers on shift.

Thirty-five hour per week employees when assigned to shift work will normally work seven-hour shifts. This may, at management's discretion, be increased to eight-hour shifts.

13.5 Special Provisions When on Shift

1. Shift work shall not be implemented for a period of three working days or less. If the working period is three days or less, the appropriate premium rate will be paid for the minimum three-day period.
2. The Company will provide 72 hours' (three calendar days) posted notice of the commencement and termination of a shift. Failure to provide such notice will require a penalty payment of **double time** for all changed hours of work within the notice period.
3. Such a placing on shift work shall not deprive an employee of his/her total number of normally scheduled weekly hours.
4. Revision to the work schedule shall provide for a minimum of 15 hours off between shifts. Failure to provide such time off will require the penalty payment for the first affected shift.

5. Shift differential shall apply to employees required to work on a three-shift schedule or a two-shift schedule and shall not apply for overtime hours. Regular part-time and temporary part-time employees will not be eligible for shift differential when the shift starts and ends between 0700 and 1800.
6. Work in excess of the total number of normal daily hours will be paid at the appropriate overtime rates.

13.6 Deleted Provisions When on Shift

When an individual is assigned a shift and the provisions of 13.5 are in effect, the following provisions of Part 'D' will not apply:

1. Section 2.0: Hours of Work - General
2. Section 2.1: Hours of Work - Specific
3. Section 2.2: Hours of Work - Outside Head Office

PART E

CONSTRUCTION
TECHNICAL

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PART E

CONSTRUCTION TECHNICAL

The provisions of the Articles of the Agreement as well as the provisions of Part A General Items are applicable to the employees covered by Part E. Specific matters referred to in Part E do not conflict with any item covered under the Articles or Part A General Items of the Agreement.

1.0	HOURS OF WORK
2.0	POSTED VACANCIES
3.0	NEW GENERATION PROJECTS
4.0	MEMBERSHIP LISTS
5.0	POSITIONS EXCLUDED AS PER ARTICLE 1
6.0	CHRISTMAS SHUTDOWN
7.0	SHIFT DIFFERENTIAL AND SHIFT WORK
8.0	BOARD AND LODGING AND SPECIAL ALLOWANCE RECEIPTS
9.0	PROVISION OF MEALS
10.0	NOTICE OF TRANSFER
11.0	RESIDENCE HEADQUARTERS
12.0	OVERTIME
13.0	ACTING POSITIONS
14.0	REST PERIOD
15.0	PERSONAL DEVELOPMENT (TRAINING AND EXPERIENCE)

**PART E
TECHNICAL
General Provisions**

The following provisions apply to Construction Technical employees.

1.0 HOURS OF WORK

The normal work week for employees shall be 37½ hours per week consisting of eight hours per day Monday through Thursday, and five and one-half hours on Friday.

All hours worked in excess of normal daily hours will be paid for at appropriate overtime rate.

For alternate hours of work arrangements refer to the Bargaining Memorandum of Understanding 1992.

2.0 POSTED VACANCIES

2.1 Posting and Transfer - General

Employees in the construction field forces covered by this Agreement are eligible to apply for vacancies as per Article 10.0.

When a technician vacancy within the construction field forces occurs and additional staff is required, the Company agrees to post such vacancies providing the job will exist for a period of one year or more. Selection to be made or the vacancy cancelled within four months after the posting date of the advertisement.

Application for lateral transfers or voluntary demotions will be considered on the same basis as for other employees (See Article 10).

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

On request, the Company will explain in writing to any unsuccessful applicant for an advertised position the reason why he/she was not selected for the position. The Union will advise its membership of the particular difficulties involved in this undertaking in order that the delay in complying with the request will be understood.

Within 60 days from the date of selection the successful applicant will be transferred or paid the rate of pay for the new position.

2.2 Notification to Applicants

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

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

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

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

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

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

3. When a final decision has been made, the supervisor or his/her human resources manager will ensure that:

The unsuccessful applicants not yet informed are notified of the final decision as soon as possible. The name of the successful applicant should be given.

The successful applicant and his/her supervisor is notified.

Notify Human Resources of the name of the successful applicant for publication.

2.3 Similar Vacancies

When a similar vacancy occurs beyond four months after the posting date of the advertisement, it must be re-posted and considered separately.

3.0 NEW GENERATION PROJECTS

A pre-job meeting will be arranged by the Company with the Union as far in advance as possible of construction of a new generation project to outline plans of the construction operation and to discuss and review general conditions that may pertain to the new project.

4.0 MEMBERSHIP LISTS

Chief stewards in the construction field forces will be supplied with a semi-annual list of all Union members in their jurisdiction and a monthly list of additions and deletions to the membership. In order to facilitate this, the Union agrees to keep construction management supplied with an up-to-date list of chief stewards and stewards every third month showing the limits of their jurisdiction.

5.0 POSITIONS EXCLUDED AS PER ARTICLE 1

Incumbents in positions excluded under Article 1 perform certain inherent work functions which are part of their normal duties. It is also recognized, however, that such work functions will not be performed for the purpose of reducing staff requirements or deliberately to avoid overtime for employees represented by the Union. If the Union believes that this provision is being abused, it may lodge a grievance under Article 2 of the Collective Agreement.

6.0 CHRISTMAS SHUTDOWN

It is recognized that the Company shall retain the right to designate those positions which require coverage during the shutdown. When a Christmas shutdown is declared by the Company, eligible technical employees shall have the option of repayment by:

1. Applying unused vacation credits from the present year (when a Christmas shutdown period extends into the next calendar year, an employee will have the right to use his/her unused vacation from the previous year).
2. Applying next year's vacation entitlement (restricted to shutdown days only).
3. Requesting time off without pay (restricted to shutdown days only).
4. The use of make-up time at straight time.

The Company will maintain salaries of technical employees who elect to work make-up time. The employee will work make-up time within the following periods:

Shutdown Period	Make-up Period
4 working days or less	October 15 to February 1
More than 4 working days	October 1 to March 31

5. The use of banked overtime hours as per Section 12.2(6.) The selection of option 4. above precludes the use of this option during the make-up period.

Unpaid overtime worked shall be paid to the employee at the appropriate premium rate in the event of his/her transfer or termination prior to receiving the time off with pay during the shutdown period.

The employee will indicate to his/her supervisor his/her selection of the above options prior to the commencement of the make-up period. The employee may change his/her options at any time provided the employee's supervisor authorizes the change.

7.0 SHIFT DIFFERENTIAL AND SHIFT WORK

It is recognized that from time to time it may be necessary, due to the nature of the Company's operations, to place day working employees on shift work. Where this occurs, the following provisions will apply:

1. The Company will normally provide an individual with seven (7) days' notice of a change from day work to shift work or between shifts with the following exception:

72 hours' notice is acceptable when:

- (a) an individual is transferred from shift work to day work,
- (b) shift is required to support critical path work in a planned outage and
- (c) in emergency situations such as a forced outage, equipment failures or safety reasons.

2. Such a placing on shift work shall not deprive an employee of his/her normal scheduled weekly total hours of work.
3. All employees on a two- or three-shift per day operation shall be paid time and one-seventh for all standard shift hours worked on the second shift of a two- or three-shift schedule and time and one-fifth for the third shift of a three-shift schedule.
4. The shift differential in 3. above shall not apply to overtime hours.
5. When shifts commence during the following hours, the shift differential rates shall be:

0700 to 1000 - no shift differential
1000 to 1800 - time and one-seventh
1800 to 0700 - time and one-fifth

Regular part-time and temporary part-time employees will not be eligible for shift differential when the shift starts and ends between the hours of 0700 and 1630.

6. A minimum period for a shift is four days. An employee who is required to work shift work shall be entitled to an eight-hour rest period prior to returning to normal scheduled hours. If the rest period extends into the employee's normal scheduled hours of work, he/she shall be paid at straight time rates for the portion of the rest period which extends into the normal scheduled hours. This is in addition to the shift hours worked.
7. In the case of illness, which would result in a staff shortage, four (4) days' advance notice will be given when placing an employee on shift.

8.0 BOARD AND LODGING AND SPECIAL ALLOWANCE RECEIPTS

When entitled to relief under the Income Tax Act, a yearly statement shall be provided to each regular employee of the construction field forces upon request, for all board and lodging or special allowances given or paid to such employees.

9.0 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 obtained¹, an allowance of \$15.00 per meal will be paid.

9.1 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.

10.0 NOTICE OF TRANSFER

10.1 Transfer

When employees with more than one month's service are transferred and a change of residence headquarters is involved, a minimum of one month's notice shall be given and where possible two months' notice shall be provided. This shall not apply in the case of an employee being transferred as a result of an advertised vacancy or as a result of the Worksite/Location Redeployment clause of Article 11.0.

¹ 'Reasonably obtained' is to be defined locally by Union and Management.

When the Company considers a preliminary trip to the new location is necessary for interview of employee or for him/her to seek a house, the time, board and lodging and travelling expenses of the employee may be paid.

Notwithstanding the preceding paragraph where a change in residence headquarters will be greater than 100 km a preliminary trip will be provided and the time, board and lodging and travelling expenses of the employee will be paid.

Following an employee's move to his/her new residence headquarters, and while awaiting the transfer of his/her family, time off may be required in order for him/her to seek a house. For such purposes reasonable time off without loss of earnings may be granted at the Company's discretion. This allowance would normally be expected to supplement efforts made by the employee during non-working hours and as such would not normally exceed a total of one full working day.

10.2 Transfer Other Than Change of Residence Headquarters

On a change of work headquarters employees shall be given five days' prior notice of transfer.

This shall apply in all cases except when, due to the lack of prior knowledge by the employee's immediate supervisor, such notification is impossible.

Failure to provide the required notice period will result in double time being paid until the notice period has expired.

10.3 In either 10.1 or 10.2 above, the Company shall continue to transfer employees without partiality.

11.0 RESIDENCE HEADQUARTERS

For those employees who are entitled to moving expenses, where there is a minimum of six months work foreseeable for an employee at an established work headquarters or on a special project, a suitable location or locations at or near that work headquarters or special project will be designated as residence headquarters. In order to seek the Union's input, the Company will advise and meet with the Union to discuss as far in advance as possible the proposed residence headquarters. Following such a meeting, the Company will designate the residence headquarters.

Where the Company deems it appropriate and the employee concurs the assignment of temporary work headquarters may be extended beyond six months (all subsequent changes to work or residence headquarters will be as detailed in Section 11.0). The employee may cancel his/her concurrence to the extension to a temporary headquarters transfer providing he/she gives the Company three months' prior notice in writing. The employee will then be entitled to a maximum of four months' board allowance (if eligible) on a transfer of residence headquarters.

11.1 Definition of Residence Headquarters

Residence headquarters will be that location or those locations within which or adjacent to which the employee is expected to reside or is assumed by the Company to reside for the purpose of payment of allowances. The residence headquarters may or may not be the same location as the work headquarters.

Establishment of a suitable location or locations for residence headquarters will be dependent upon presence of adequate living facilities at that location or those locations.

Residence headquarters for employees with no spouse or dependents may be any location where there are boarding facilities either the Company or privately owned.

Residence headquarters for employees with a spouse and/or dependents may be any location where there is housing accommodation whether it be the Company or privately owned.

12.0 OVERTIME

Due to the nature of the Company operations, some employees will be required to work overtime. Overtime will be minimized and managed within the limits of corporate effectiveness and customer impact. In recognition of employee well-being and inconvenience, an effort shall be made to equitably distribute overtime amongst all qualified employees. Overtime, as used herein, means that part of the actual working time which is outside the normal scheduled hours and is, therefore, subject to compensation at premium rates.

12.1 Overtime Payments

1. Beyond eight hours/day Monday through Thursday, and beyond five and one-half hours on Friday.

Overtime shall be paid at one and one-half times the employee's basic rate during the first four clock hours after normal quitting time Monday to Friday inclusive.

All work performed outside of the first four clock hours after normal quitting time, and all work performed on a regular day off, Saturdays, Sundays and recognized holidays shall be paid at two times the employee's basic rate.

12.2 Overtime Miscellaneous Provisions

1. In order to alleviate excessive inconvenience, an effort shall be made to equitably distribute overtime amongst all qualified employees. Where employees feel they have been assigned abnormal amounts of overtime, consideration of such cases shall be considered fit matter for discussion at local level.
2. The Company agrees to control excessive authorized overtime by restricting the actual overtime to not more than 12 hours per week, excluding travelling time. Under extraordinary circumstances the Union will consider waiving the restrictive features of this clause.
3. A travelling allowance up to a maximum of one hour shall be paid at the appropriate overtime rate when an employee is called in to work overtime and an extra trip is involved. See also Section 12.3.
4. Because an employee was required to work overtime or because he/she lost time in changing shifts, he/she shall not be prevented from working his/her total number of normal daily hours in any normal scheduled day of work. If the employee cannot be supplied with the work required to

make up the eight hours' work in that day, his/her pay shall be adjusted to provide a minimum of eight hours' work.

5. If an employee who has worked overtime and is physically capable and the group of which he/she is ordinarily a member is at work, he/she shall not be deprived of the opportunity of working his/her normal scheduled hours in addition to the overtime he/she may have worked.
6. An employee who has accumulated overtime hours shall receive this, in earnings, calculated at the appropriate premium rate and cannot be required to take time off in lieu of payment. However, the employee may elect to bank one hour for each overtime hour worked for application to the Christmas shutdown. The maximum number of hours that can be banked is equal to the duration of the Christmas shutdown. The premium portion of the overtime worked shall be received in earnings the following pay period.
7. An employee who is required to work continuously for more than 16 hours shall be entitled to an eight hour rest period. Time spent for meals may be deducted from the total elapsed time but is not to be considered as breaking the continuity of the hours worked.

If the rest period extends into the employee's normal scheduled hours of work, he/she shall be paid at straight time rates for the portion of the rest period which extends into the normal scheduled hours. This is in addition to the overtime worked.

Should he/she be required to continue working beyond 16 hours he/she shall be paid two times his/her normal basic rate until an eight hour rest period is granted. Should an employee be released before 16 hours have elapsed, he/she will not be entitled to an eight-hour rest period, and his/her right to continue work at straight time will be governed by Section 12.2 (5.) above.

8. Equivalent time off without pay see Part 'A', Section 10.2.

12.3 Minimum Payments - Overtime

All overtime arranged for within the employee's shift and performed as an extension of that same shift requires no minimum payment. All other overtime performed or reported for due to lack of notice of cancellation shall receive a minimum payment of two hours at straight time or the actual time worked at the appropriate premium rate, whichever is the greater.

All overtime arranged for and cancelled within the employee's same shift requires no minimum payment.

All other overtime cancelled within 24 hours of the designated time of work commencement shall require payment of two hours at straight time.

12.4 Overtime - Regular Part-Time and Temporary Part-Time Employees

Overtime is defined as:

- (a) Hours worked which are in excess of the normal daily hours of the classification. The premium payment for such work is one and one-half times the employee's basic rate for all work performed during the first four clock hours after the normal quitting time of the classification, and two times

the employee's basic rate for all work performed outside of the first four clock hours after the classification's normal quitting time.

and/or

- (b) Hours worked in excess of 24 in a week. The premium payment for such work is one and one-half times the employee's basic rate for the first four hours worked in a day. Two times the employee's basic rate for all work performed in excess of four hours in a day.

and/or

- (c) Unscheduled hours worked on Saturday and Sunday. The premium payment for unscheduled hours worked on Saturday and Sunday is two times the employee's basic rate.

13.0 ACTING POSITIONS

Due to the fluctuating workload resulting in constantly changing staff requirements on construction projects it is permissible to assign employees to a higher classified job for a temporary period, not to exceed six months' accumulative duration in a three-year period, on any given project, during which time the higher salary classification will apply. The Union's Sector Board Chairperson may agree to an extension of an acting position. Acting positions will not be used to circumvent the posting of vacancies.

When an acting position is established, the Company shall notify the Union setting out the reason for the acting position and expected duration. In filling such positions preference will be given to the qualified senior employee within the work group reporting to the first line management Supervisor.

On completion of the temporary assignment and the employee returns to his/her former job (or equivalent classification) he/she will immediately revert to his/her former wage rate.

14.0 REST PERIOD

Each employee shall be entitled to a 10 minute rest-period in the first half and second half of each scheduled work day at a time designated by the Company. When working with construction trades employees, rest periods shall be extended to 15 minutes.

15.0 PERSONNEL DEVELOPMENT (TRAINING AND EXPERIENCE)

The benefits of personnel development to the Company and to the individual are recognized.

Also recognized is the emphasis placed on personnel development, when determining qualifications, for promotion purposes. The need for equitable development opportunities and treatment of individuals and groups is clear. Therefore, it is agreed that:

1. Individuals and groups should receive equitable development opportunities and treatment.

2. Disruptions to training will be minimized. Where the work situation, unavoidably, precipitates an inequality of development opportunity and treatment, such inequity will be recognized and will not be allowed to work to the disadvantage of that individual or group.
3. Employees shall receive 100% of approved reimbursable costs, paid for external training which:
 - creates or maintains employee's capability related to current job performance,
 - creates employee's capability for a position identified in a succession, retraining or redeployment plan.

Employees shall receive 75% of registration/tuition fees and learning material costs for external training activities which create employee's capability for future jobs within the Company and provided such training is outside working hours.

PART F

THERMAL GENERATING STATIONS

At the present time, this section will apply to employees included in Part F at Lakeview, Thunder Bay, Lambton, J.C. Keith Generating Station, Nanticoke Generating Station, Lennox Generating Station, Atikokan Generating Station, and R.L. Hearn Generating Station. It shall also apply to Security Guards identified in Article 1 as set out in Section 16.0. When other Thermal generating stations are established, these provisions will not automatically apply but will require review and possible modification at that time.

The provisions of the Articles of the Agreement as well as the provisions of Part 'A', General Items are applicable to the employees covered by Part 'F'.

The provisions contained in Parts 'B', 'C', 'D', 'E' and 'G', of the Collective Agreement do not apply to the above employees, except as noted in Section 16.0 herein.

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PART F

THERMAL GENERATING STATIONS

Specific Matters of Agreement

1.0 HOURS OF WORK

Employees will be assigned by management to either Day Work or Shift Work as per the following conditions:

Note: See item 1.2.3 last paragraph with respect to Security Guard shift change times.

1.1 Day Work

Hours: The normal hours of work are 40 hours per week made up of five days of eight hours each performed between the hours of 7:00 am and 6:00 pm, Monday to Friday, inclusive.

Meal Periods: One unpaid meal period designated by the Company will be provided. The duration will be subject to the approval of the supervisor.

Notice Period: Day workers' hours of work may be changed to the appropriate shift conditions in sections 1.2.1, 1.2.2 and 1.2.3.

A minimum of seven (7) days' personal notice shall be given when the employee's hours of work are to be changed.

1.2 Shift Work

Regular part-time and temporary part-time employees will not be eligible for shift differential when the shift starts and ends between the hours of 0700 and 1800.

1.2.1 Eight-Hour Shifts

Applicable to: Fossil Operating Technicians (FOTs), Coal Plant Equipment Operators (CPEOs) and Shift Maintenance Personnel.

Shifts: The normal hours of work for non-time balanced eight hour shifts are 40 per pay week. Shifts may be performed in one, two or three shifts per day, Monday to Sunday, inclusive.

1st shift	- 0000 hrs to 0800 hrs
2nd shift	- 0800 hrs to 1600 hrs
3rd shift	- 1600 hrs to 2400 hrs

The above shift start and stop times may be changed by local agreement between the Station Manager and the Chief Steward.

Shift Differential:

1st shift	- 85 cents per hour
2nd shift	- no shift differential
3rd shift	- 65 cents per hour

Meal Periods: One paid meal period will be included within each shift as conditions permit.

Time Balance: Eight (8) hour shifts may be subject to the time balance provisions of Section 2.7 if these shifts are used in conjunction with ten (10) and/or twelve (12) hour time balance shifts.

Notice Period: A minimum of seven (7) days' personal notice shall be given when an employee's hours of work are to be changed.

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

1.2.2 Ten-Hour Shifts

Applicable to: CPEOs and Shift Maintenance Personnel.

Shifts: The normal hours of work for non-time balanced ten hour shifts are 40 per pay week. Shifts may be performed in one or two shifts per day, Monday to Sunday, inclusive, and may be performed within the following shift windows:

1st shift	- 0600 hrs to 1800 hrs
2nd shift	- 1400 hrs to 0200 hrs

Shift Differential:

1st shift	- no shift differential
2nd shift	- 70 cents per hour

Meal Periods: One paid meal period will be included within each shift.

Time Balance: Ten (10) hour shifts may be subject to the time balance provisions of Section 1.7.

Notice Period: A minimum of seven (7) days' personal notice shall be given when an employee's hours of work are to be changed.

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

Shift start/stop times and/or shift windows can be changed by local agreement between the Station Manager and the Chief Steward.

1.2.3 Twelve-Hour Shifts

Applicable to: FOTs, CPEOs and Shift Maintenance Personnel.

Shifts: Shifts may be performed in one or two shifts per day, Monday to Sunday, inclusive, and may be performed within the following shift windows:

1st shift - 1800 hrs to 0800 hrs

2nd shift - 0600 hrs to 2000 hrs

Shift Differential:

1st shift - \$1.00 per hour

2nd shift - no shift differential

Meal Periods: Two paid meal periods will be included within each shift as conditions permit.

Time Balance: Twelve (12) hour shifts will be subject to the time balance provisions of Section 1.7.

Notice Period: A minimum of seven (7) days' personal notice shall be given when an employee's hours of work are to be changed.

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

It is recognized that Security Guard shift change times should not be at the same time as the plant personnel. Should the shift change time for plant personnel change during the posted shift schedule of Security Guards, then that would trigger an immediate review of the Security Guard schedule with the Chief Steward to ensure appropriateness of shift change overlap. Should the hours of work for Security Guards change due to the review of the shift schedule, then seven (7) days' personal notice will be given.

Shift start/stop times and/or shift windows can be changed by local agreement between the Station Manager and the Chief Steward.

1.3 Work Schedules

The Company will post a work schedule for shift workers showing days, hours of work, position and work headquarters of each employee. The design of the work schedule shall provide for a minimum of sixteen (16) hours off between shifts for eight (8) hour shifts, twelve (12) hours off between shifts for ten (10) and twelve (12) hour shifts. Failure to provide the minimum time off between shifts shall require premium rates to be paid for the first affected shift. Without specific commitment, the Company acknowledges the responsibility that such work schedules shall be posted as far in advance as is practicable and subject to the penalty indicated in Subsection 1.4.4. Until a new work schedule is posted, the existing posted work schedule will remain in effect.

Although the content, preparation, posting and administration of shift schedules is the sole responsibility of the Company, the preference of the majority of shift workers at each station for a particular basic type of schedule will be adopted. Such preferences will be made known to the Company prior to commencement of preparation of a new schedule. However, if in the Company's opinion, the efficiency of the station or the health of a shift

worker could be detrimentally affected by the chosen work schedule, then the Company will provide the Union (chief steward) with reasons or medical opinions why the desired schedule cannot be implemented.

The preference of individual shift workers regarding vacation periods will be considered, providing such preferences are made known prior to commencement of preparation of new schedules.

The following are the recognized criteria of an acceptable shift schedule:

- (a) The schedule should equitably rotate among all crews.
- (b) The schedule should follow a repeating pattern so that it is easily understood.

Ten-hour non-time balanced shift schedules will be assigned as follows:

- a minimum duration of 4 weeks and;
- a maximum of 5 days of 1st shifts in a row and;

- a maximum of 4 days of 2nd shifts in a row.

1.4 Special Provisions Concerning Notice of Transfer to a Different Work Schedule or Work Headquarters

One day of notice in this item is defined as 24 hours prior to the start of the first affected shift.

- 1.4.1 When an employee's work headquarters are to be changed, seven (7) days' personal notice will be provided.
- 1.4.2 When a shift employee is being changed back to his/her normal schedule, he/she shall be given two (2) days' notice if returning to normal schedule within fifteen (15) days of the original change and seven (7) days' notice if returning to normal schedule fifteen (15) days or more after the original change.
- 1.4.3 Fossil Operator Technicians in Training (FOTITs) and Trades Trainees in Steps 0 and 1 may be changed within a calendar day for training purposes, provided that a notice period of 16 non-working hours is given before the start of the first affected shift.
- 1.4.4 Failure to provide the required notice period will result in **double time** being paid until the required notice period has elapsed.

NOTE

Personal notice means the employee will be contacted personally, face to face or by telephone. The contact must be made with the employee, no messages. Personal notice will be followed up within 72 hours with posted notice which will list the time and date the employee was personally contacted. If the notice is not posted within 72 hours, management will pay 4 hours at straight time to the person who was shift changed.

1.5 Special Provisions Concerning Shift Differential

The appropriate shift differential shall be paid for regular shift hours only in accordance with Sections 1.2.1, 1.2.2, and 1.2.3 and shall not apply for overtime hours. When premium time is involved for payment of shift work, the premium rate shall be computed on the standard base rate, excluding shift differential.

1.6 Calendar Day for Shift Workers

Premium payments for a regular continuous shift shall be recorded and treated as if they occurred during the calendar day in which the majority of the regular hours are worked.

1.7 Provisions Concerning Time Balance Shift

1.7.1 Time Balance Work Schedules

A current six-month time balance schedule may not be terminated. Either eight-hour, ten-hour or twelve-hour time balance shift work which is in effect for any work group may be terminated by the Sector Vice President / delegate or the Station Manager upon two months' written notice from one authority to the other prior to the end of a current six-month schedule. When the Sector Vice President / delegate has exercised the right to opt out of time balance schedules for any group of employees, no new time balance schedule may be introduced for those employees without mutual agreement of management and the Union.

Time balance shift schedules will only be introduced at any work location providing seventy percent (70%) or more of all eligible employees so desire and vote in favour. That vote will be as determined by a secret ballot, scrutineered jointly by management and the Union.

A six (6) month master work schedule will be posted thirty (30) days prior to its starting date. The time balance period of the six (6) month schedule may be less than six months. The six month schedule may include day work outside the time balance shift period. The schedule will average forty (40) hours per week using either eight, ten or twelve (8, 10 or 12) hour shifts, or any combination of the three. The schedule will indicate the days, hours of work (shifts) and position for each employee. The schedules will end on the last day of the shift cycle closest to April 30th and October 31st or as otherwise agreed to by the Chief Steward.

The hours of work for each employee, as shown on a work schedule, must balance to zero at the end of the shift cycle.

The zero time balance date must be indicated on each posted schedule.

The posted master work schedule should never be far off balance and should reasonably approximate the time off provisions of day work. It follows then that such a schedule should not leave long sequences of work without time off, nor long sequences of time off.

1.7.2 Plus Time Balance

Plus time balances which exists on the time balance date will be paid for at **double time**. **At the time of layoff all positive time balances will be paid out at 2X.**

1.7.3 Minus Time Balance

Minus time balances which occur as a result of changes to the master work schedule shall be worked off within two fiscal months of the end of the fiscal month in which the minus balance occurs. Minus balances not worked off within this two-month period will be written off.

1.7.4 Lieu Days

When scheduled work is performed on a statutory holiday, a day off will be scheduled in lieu of the statutory holiday. This lieu day shall be identified on the schedule and will be included when computing time balances. When workload permits, the employee may request that the lieu day be interchanged with another scheduled working day after the statutory holiday.

1.7.5 Provisions Concerning Time Off

(a) The following items will be credited for pay purposes on an hour-for-hour basis. In the application of undernoted items - 1, 2, 3 and 4, a reference under the appropriate contract provision to "days" entitlement will mean eight (8) hours. Therefore a twelve (12) hour shift will constitute one and one-half (1.5) days deducted from credits and a ten (10) hour shift will constitute one and a quarter (1.25) days deducted from credits.

- (1) Vacation
- (2) Floating Holiday
- (3) Sick Leave
- (4) Leave of Absence
- (5) Travelling Time Outside Normal Working Hours
- (6) Payment for Temporary Supervision
- (7) Time Charges and Expenses for employee Union Representatives

(b) When an employee is scheduled to work a ten (10) or twelve (12) hour shift and one of the undernoted conditions occurs, a "day" will be considered to be 10 or 12 hours respectively:

- (1) Jury Duty
- (2) Funerals
- (3) Moving Day

1.7.6 Statutory Holidays and Special Time Off

The basic Statutory Holiday and Special Time Off provisions remain unchanged in that the time off will be calculated on an eight (8) hour basis.

1.7.7 Assignment to Day Work or Eight Hour Shifts

Shift workers with a plus (+) or a minus (-) time balance assigned to day work or eight hour shifts for an indeterminate period of time may be required to take off, or work a four (4) hour period respectively.

1.7.8 Minimum Available Requirement (MAR) List

Applicable to FOTs, CPEOs and Environment, Chemical and Safety Technicians/Technologists.

In order that a sufficient number of shift employees are on duty to maintain and ensure a continuous operation at any location utilizing eight or twelve hour shifts, the following will apply.

A minimum number of physically capable employees, by job classification and qualifications, will be determined by management. Employees will volunteer their willingness to be called in to work, in this situation, by placing their name on the MAR List under the day(s) they wish to be called. Once an employee's name appears on the MAR List, he/she agrees to be prepared to report for work on short notice. During the Required Availability Period (RAP), he/she shall be required to wear and respond to a pager where such service is available and proven reliable. RAP will be the period of time commencing two hours prior to, and one hour after each shift change. An employee will not be placed on the MAR List if scheduled to work an adjoining shift.

It is expected that under normal conditions, there would be sufficient volunteer names on the MAR List to ensure that the supervisor would be able to obtain staff on short notice to keep the plant(s) operating. However, there may be occasions when there are insufficient volunteers on the MAR List. In those cases, the supervisor will assign names from each classification to make up the minimum for that classification. The supervisor will ensure that the employee is verbally notified that his/her name has been assigned to the MAR List before the end of his/her last shift.

If an employee assigned by the supervisor to the MAR List cannot be available for the specific RAP period, the employee must arrange to have another employee of the same classification and qualifications substitute for him/her. The substitute employee must accept this change list in place of the original employee.

Volunteering or being assigned to the MAR List for RAP periods does not entitle the employee to any compensation, i.e., on-call pay, etc, nor does it guarantee that overtime will result.

2.0 RELIEF - OPERATOR POSITIONS

2.1

FOTITs in Band II step 0& 3 who are required to upgrade to an Operator position will be placed on Band II step 5 for the time they are filling a full time Operator position on the schedule.

2.2

Fossil Operating Technicians and Fossil Operating Technicians in Training will require a valid 3rd class stationary engineers ticket in order to progress beyond band III step 5.

2.3

Employees who were SSS's or SUS's prior to January 1st, 2002 when relieving for the normal duties of a PSO will receive an additional 5% in recognition of the additional TSSA responsibilities for the operation of the station. The 15% maximum as referenced in Article 8.8.3 will not apply in this case.

3.0 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.

3.1 Pay Entitlement

3.1.1 Monday to Friday inclusive

1. Scheduled Day of Work

- (a) One and one-half the employee's basic rate for all overtime work performed during the first four clock hours after normal quitting time.
- (b) Two times the employee's basic rate for all overtime work performed outside the first four clock hours.

2. Unscheduled Day of Work

- (a) Two times the employee's basic rate.

3.1.2 Saturday and Sunday

Two times the employee's basic rate for all overtime work performed.

3.1.3 Statutory Holidays Monday to Friday

Two times the employee's basic rate for all overtime work performed.

3.1.4 Statutory Holidays Occurring on a Saturday

Two and one-half times the employee's basic rate for all overtime work performed.

3.2 Overtime Cancellation Payments

All overtime cancelled within 44 hours of its scheduled commencement shall result in a cancellation payment of two hours at straight time except in the following circumstances:

- 1. Overtime arranged during normal scheduled hours as an extension to those normal scheduled hours requires no cancellation payments.

2. Overtime arranged as an extension before the normal hours of work requires no cancellation payment if cancelled with more than 12 hours' notice prior to its commencement.

3.3 Overtime Minimum Payments

All overtime performed or reported for due to lack of notice of cancellation, shall result in a minimum payment of four hours at the appropriate premium rate, except in the following circumstance:

Overtime arranged during normal working hours and worked as an extension before and/or after the employee's normal hours of work requires no minimum payment.

3.4 Special Provisions Concerning Overtime

- 3.4.1 Time shall be counted from the time the employee reports for overtime work until he/she finishes overtime work at the Station or until his/her normal scheduled hours begin.

- 3.4.2 When less than 48 hours' notice has been provided and an extra trip to the work location has been made to work overtime, one hour at straight time will be paid for each extra trip.

- 3.4.3 Because an employee was required to work overtime or because he/she lost time in changing shifts, he/she shall not be prevented from working his/her total number of normal daily hours in any normal scheduled day of work. If the employee cannot be supplied with the work required to make up the eight hours work in that day, his/her pay shall be adjusted to provide a minimum of eight hours' work.

- 3.4.4 If an employee who has worked overtime and is physically capable and the gang of which he/she is ordinarily a member is at work, he/she shall not be deprived of the opportunity of working his/her normal scheduled hours in addition to the overtime he/she may have worked.

- 3.4.5 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.

A day worker who has worked overtime on a statutory holiday may elect to defer the statutory holiday portion of the payment (eight hours at straight time) as equivalent time off with pay. The day off will be scheduled at a mutually agreeable time.

- 3.4.6 An employee who is required to work continuously for more than 16 hours or has accumulated 16 hours working time in any 24-hour period, shall be entitled to an eight-hour rest period. Time spent for meals may be deducted from the total elapsed time but is not to be considered as breaking the continuity of the hours worked.

If the rest period extends into the employee's normal scheduled hours of work he/she shall be paid at straight time rates for the portion of the rest period which extends into the normal scheduled hours. This is in addition to the overtime worked. Should he/she be required to continue working beyond 16 hours he/she shall be paid two times his/her normal basic rate until an eight-hour rest period is granted. Should an employee be released before 16 hours have elapsed, he/she will not be entitled to an eight-hour rest period, and his/her right to continue work at straight time will be governed by Section 3.4.4 above.

3.4.7 An employee assigned to day work or on day shift who has worked overtime during the 8-hour period preceding his/her normal hours of work shall be entitled to an 8-hour rest period starting at the end of the overtime except when:

- (i) An employee has worked 4 hours or less of overtime immediately preceding normal hours of work.
- (ii) An employee has worked one hour or less of non-extension overtime outside the hours of 01:00 and 06:00.

Any portion of the rest period which extends into the normal scheduled hours of work will be paid at straight time rates.

3.4.8 Equivalent time off without pay - see Part 'A', Item 10.2.

3.4.9 When overtime is performed at two times the employee's basic rate and the overtime period extends into the following calendar day containing his/her scheduled day off, the employee shall remain at two times until an eight-hour rest period is granted.

3.4.10 CPEOs will wash up during their normal shift hours. If there is a need to have continuous belt operation and it is necessary for CPEOs to remain at their work station until relieved, they will be paid 10 minutes at time and one-half his/her basic rate.

3.4.11 Overtime - Regular Part-Time and Temporary Part-Time Employees

Overtime is defined as: (1) hours worked which are in excess of the normal daily hours of the classification; or (2) hours worked in excess of 24 in a week; or (3) hours worked on a regular day off.

Premium Payment for Overtime:

Extension Overtime: Overtime hours worked within the first four clock hours will be at one and one-half times the employee's basic rate unless the employee works more than 28 hours in a week in which case the hours in excess of 28 will be paid at two times the employee's basic rate.

Non-Extension Overtime: All overtime hours worked that are outside of the first four clock hours after the classification's normal quitting time will be at two times the employees basic rate.

Regular Day Off: Overtime hours worked on a regular day off will be paid at two times the employees' basic rate.

4.0 PREMIUM PAYMENTS

4.1 Normal Scheduled Hours

1. One and one-half times the employee's basic rate shall be paid for normal scheduled hours of work performed on Saturdays and Sundays.
2. Two times the employee's basic rate shall be paid for normal scheduled hours of work performed on a statutory holiday which occurs on a Monday to Friday. A day off in lieu of this worked holiday shall be scheduled within the following six months. The employee will advise the Company of his/her preferred day off within 30 days after the holiday is worked. If mutual agreement cannot be reached within 30 days of the worked holiday, management may, on seven days' notice, schedule the lieu day off.
3. Two times the employee's basic rate shall be paid for normal scheduled hours of work performed on a statutory holiday which occurs on a Saturday. There is no entitlement to a day off in lieu of this worked holiday.
4. If mutually agreeable, three times the employee's basic rate shall be paid for normal scheduled hours worked on a statutory holiday occurring on a Monday to Friday. No lieu day would be granted.

4.2 Statutory Holidays

4.2.1 Rescheduling Statutory Holidays - Supernumerary

With a minimum of seven days' notice, employees designated as supernumerary may request to observe a statutory holiday which falls on a scheduled day of work on any other scheduled day of work within the same pay period. For pay purposes, the observed day will be considered as the statutory holiday.

4.2.2 Entitlement for Operating Shift Employees

Operating shift employees shall receive entitlement for the same number of statutory holidays as day workers. Therefore, when a statutory holiday falls on a Saturday, statutory holiday credit shall not apply.

5.0 ON-CALL

When an employee is placed "on-call" by his/her supervisor, he/she shall keep him/herself available to report for work within two hours. In addition to any time worked, payments for on-call will be:

1. **One half (1/2) hour per day will be paid at the employee's basic hourly rate on a scheduled day of work and one (1) hour will be paid at the employee's basic hourly rate on an unscheduled day of work.**

NOTE

It is not the intent of this clause to schedule employees on-call for the purpose of providing shift coverage.

It is expected management will ask for volunteers before arbitrarily selecting people for on-call.

Management will provide a pool of pagers, cell phones or other electronic devices at each station to be used by employees who are placed on-call provided such service is available and proven reliable.

6.0 MANAGERIAL DUTIES

A management supervisors' normal duties are supervisory in nature. Under normal circumstances they must not take the place of skilled workers. In the event that an emergency work condition arises, skilled help should be called in. Where suitable skilled help is not available at the required time, supervisors are expected to perform whatever duties are necessary. The foregoing is not intended to prohibit the management supervisor from carrying out appropriate training.

7.0 PAYMENT FOR TEMPORARY SUPERVISION

Supervisory payments are established in Article 8.

Where a group of employees are working at a location on jobs which are independent of one another and planned by a supervisor so that no coordination of their activities is required, additional supervision will not be required.

Where the job requires more than one day to complete or is not pre-planned, or is being performed by four or more employees one of them shall be appointed and paid as a trades supervisor in accordance with Article 8. In such cases if he/she supervises for more than two hours in a day he/she shall be paid the supervisory rate for a minimum of four hours or the actual hours he/she supervises, whichever is greater.

7.1 Level of Supervision

While in receipt of 5% for supervision a tradesperson shall perform supervision for up to 3 days without face to face contact with his/her Union Trades Supervisor. Less frequent contact requires the 10% supervisory payment.

8.0 RELIEVING IN HIGHER-RATED POSITIONS

8.1

Relief in a higher rate position is established in Article 8.

8.2

When an employee acquires a lieu day while relieving or stepped-up in a higher rated classification, the lieu day shall be paid at the relief or stepped-up rate.

Payment for a statutory holiday shall be at the relief rate if it occurs during the specified relief period.

When an employee provides relief in higher-rated classification(s) for more than 50% of the vacation year, he/she shall receive for their full vacation period, the relief rate for the higher-rated position, in which the majority of vacation allowance was earned

9.0 ACTING IN VACANCIES

All acting positions are to be limited to 90 days unless extensions are agreed to by the Company and the local Chief Steward of the union. Pending the arrival of the successful applicant and his/her assuming of the normal duties, the acting incumbent who is performing the normal duties and responsibilities of an "acting" position shall receive the rate for the position.

10.0 VACATIONS - MINIMUM VACATION PERIOD

Subject to extensions resulting from unforeseen or abnormal conditions, arrangements will be made to provide those shift workers, who are entitled to at least two weeks' vacation, a minimum vacation period of 14 consecutive days within the period May 1st to September 30th.

11.0 CLOTHING

The Company agrees to supply and launder coveralls or shirts and pants for all employees in the following occupations:

- Coal Plant Equipment Operator
- Electrical & Control Tech'n/Technologist
- Fossil Operating Technician
- General Tradesperson
- General Tradesperson Supervisor
- Mechanical Maintainer Journeyman
- Mechanical Technician/Technologist
- Service Trades Maintainer
- Service Trades Supervisor
- TWE Technician

The amount and system for providing personal clothes shall be determined at the location.

For the following classifications, the Company agrees to supply coveralls or shirts and pants to the following occupations. The above provision is at the rate of 4 sets in a 24- month period:

- Coal Plant Equipment Supervisor
- FGD Supervisor
- Fossil Operating Supervisor
- Materials Support Worker
- Shift Maintenance Personnel

The Company will supply a parka or insulated coveralls every 24 months to employees required to work periods outdoors. The Company will attempt to bulk supply appropriate type parkas if it is more cost effective.

Clothing supply shall be jointly reviewed at the local level to ensure adequate supply and cost effectiveness.

Employees must exercise reasonable care in the use of clothing so supplied.

12.0 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) An employee working a 10 hour shift schedule who works a 10 hour overtime shift will be provided with one meal period.
- (d) 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.
- (e) When meals cannot be reasonably obtained¹, an allowance of \$15.00 per meal will be paid.

12.1 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.

13.0 CERTIFICATION – FOSSIL OPERATING TECHNICIANS AND ENVIRONMENT, CHEMICAL AND SAFETY TECHNICIANS/TECHNOLOGISTS

13.1 Examinations

Fossil Operating Technicians and Environment, Chemical and Safety Technicians/Technologists will be paid at their basic rate, for the time required to write each examination once, up to the maximum number of hours as established by the appropriate Agency/Ministry for each examination.

Fossil Operating Technicians and Environment, Chemical and Safety Technicians/Technologists will write these examinations on an unscheduled day of work. Requests for payment or time off will be made when all examinations for a particular class of certificate have been attempted.

13.2 Certificate Renewals

¹ 'Reasonably obtained' is to be defined locally by Union and Management.

Fossil Operating Technicians and Environment, Chemical and Safety Technicians/Technologists who are required by the Company to renew their certificate with the Ministry of Commercial and Consumer Relations or Environment and Energy Ministry, will have the cost of such renewal reimbursed.

14.0 TEMPORARY TRANSFERS FOR SHIFT MAINTENANCE PERSONNEL TO NUCLEAR STATIONS

Employees temporarily transferred to Ontario Power Generation Nuclear will adopt the work schedules and associated work schedule provisions of the location to which they have been transferred.

Employees returning to their regular work headquarters will assume the same time balance as their crew. Any minus time balances created due to working at the temporary location will be written off and any plus time balance shall be paid for at **double time**; however, by mutual agreement, the employee may choose time off on an hour-for-hour basis without pay to be taken within six months.

The following items will apply under the above conditions:

1. Part 'G', Sections 2.1.1, 2.1.3, 2.1.4, 2.1.5, 5.0,11.0, 14.1 and 14.4 as contained in the Ontario Power Generation Inc. (Nuclear) Collective Agreement.
2. The transfer must be to an established nuclear schedule.
3. The employee will be given the schedule before the transfer showing the days, hours of work (shift) and position for each employee.
4. Notification of transfer between a Thermal schedule and a nuclear schedule will require seven days' notice.
5. Failure to give the required notice as indicated in (4.) above shall require the payment at **double time** for work performed until the notice period has expired.
6. The Company will supply the tools for employees while on temporary transfers.

15.0 EMERGENCY RESPONSE TEAM

15.1 As part of their normal duties, all employees may be required at times to take action in response to emergencies.

- 15.2**
- (a) Qualified designated members of the Emergency Response Team shall receive \$1350.00 annually on their anniversary of becoming a member of the Emergency Response Team, plus one 8-hour day off to be taken at a mutually agreed upon time within the next 12 months.
 - (b) Emergency Response Team captains who are not in a supervisory position shall receive an allowance of \$1.00 / hour for each paid hour.

(c) Acting captains who are not in a supervisory position shall receive an allowance of \$1.00 / hour for each paid hour while acting in the captains position.

15.3 Although membership of the Emergency Response Team is voluntary, the Company reserves the right to appoint members if sufficient volunteers are not available.

15.4 Qualified in 15.2 above means trained in the disciplines of search and rescue, victim stabilization, fire and spill.

16.0 THERMAL SECURITY GUARDS

Note: See item 1.2.3 last paragraph with respect to Security Guard shift change times.

16.1

The following sections of Parts F and D apply to Thermal Security Guards only. All other sections in Part F or D not referenced below do not apply.

Part F Items:

- 1.0 Hours of Work
- 3.0 Overtime
- 4.0 Premium Payments
- 5.0 On-Call
- 10.0 Vacations - Minimum Vacation Period
- 12.0 Provision of Meals
- 15.0 Emergency Response Team

Part D Items:

- 6.2 B** Acting in a Vacant Position
- 7.0 Posting of Vacancies

16.2 Clothing - Security Guards

Where uniform appearance is required, uniforms will be provided. Security staff required to wear uniforms will be reimbursed for two (2) pairs of CSA approved safety footwear per calendar year with a dollar maximum of \$125 each. Where uniform appearance is not required, Part A, Item 33.2 will apply.

17.0 Apprentices/Trainees

Effective April 1, 2009 OPG will require Apprentices/Trainees to register with the Ministry of Training, Colleges and Universities (MTCU). However, the completion of the C of A and C of Q is the responsibility of the Apprentice/Trainee. Apprentices/Trainees will be reimbursed for the registration fee charged by the MTCU. Apprentices/Trainees will be reimbursed for the examination fee and paid at their basic rate, for the time required to write each examination once, up to the maximum number of hours established by the appropriate Agency/Ministry for each examination.

PART G

NUCLEAR GENERATING STATIONS

This section shall only apply to Operating and Maintenance Employees and, Control, Chemical, Radiation Control, Planning, and Training Technicians, Regular Guides, Public Education Officers, Technical Inspectors, and Nuclear Technologists (as noted in Sections 21.0, 22.0, 23.0, and 24.0) in Ontario Power Generation Inc. (Nuclear). It shall also apply to Security Guards identified in Article 1 as set out in Sections 25.0. When other nuclear stations are established, these provisions will not automatically apply, but will require review and possible modification at that time.

The provisions of the Articles of the Agreement as well as the provisions of Part 'A', General Items are applicable to the employees covered by Part 'G', Nuclear Generating Stations. The provisions contained in Parts, '**B**', '**C**', 'D', 'E' and '**F**' of the Collective Agreement do not apply to the above employees, except as noted in Sections 22.0, 23.0, 24.0 and 25.0 herein.

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PART G

NUCLEAR GENERATING STATIONS

Specific Matters of Agreement

1.0 WAGES

The wage rates for all employees covered by this section of the Collective Agreement shall be in accordance with Part A, Item 43 and Article 8

2.0 HOURS OF WORK

2.1 Shift Workers

2.1.1 8, 10 and 12 hour Master Shift Schedule

1. A 12-month schedule will be posted 30 days prior to its starting date. The schedule will average 40 hours per week and will indicate the days, hours of work (shift) and position for each employee. The schedule will end on the last day of the fiscal month of December. The design of the regular schedule shall provide for a minimum of 16 hours off between shifts when working on an eight-hour shift schedule and 12 hours off between shifts when working on a 12-hour shift schedule.
2. The regular schedule will be prepared so that each employee's time is balanced to zero in the case of an eight-hour shift schedule or plus or minus four hours in the case of a 12-hour shift schedule (in this case the plus or minus time will be carried into the next schedule) as of the last day of the schedule.
3. Where it is agreed that the basic type of schedule will continue for the following year the Company will provide it to the Union by June 1 each year. The Union will provide the company with any issues (RDO change etc.) by July 1.
4. Where a schedule change is required, the content, preparation, posting and administration of the shift schedule is the sole responsibility of the company, the preference of the majority of shift workers at each station for a particular basic type of schedule will be adopted. Such preferences will be made known to the company prior to commencement of preparation of the new schedule. The final schedule will be mutually agreed to with the Sector Representative, unless in the company's opinion, the efficiency of the station or the health of a shift worker could be detrimentally affected by the chosen schedule, then the company will provide the Sector Vice President or delegate with reasons or medical opinions why the desired schedule cannot be implemented.

The preference of individual shift workers regarding vacation periods will be considered, providing such preferences are made known prior to commencement of preparation of new schedules.

The following are the recognized criteria of an acceptable shift schedule:

- (a) The schedule should equitably rotate among all crews.
- (b) The schedule should follow a repeating pattern so that it is easily understood.
- (c) The schedule should never be far off balance and should reasonably approximate the time off provisions of day work. It follows then that a schedule should not leave long sequences of work without time off, nor long sequences of time off. In the case of 12-hour shift schedules, time balances should cycle between +/-36 hours with an additional +/-4 hours as an exception.
- (d) Supernumerary shifts shall be indicated on the regular schedule as Monday to Friday day shifts (0800 - 1600 hours) only. Supernumerary shifts for security staff at Pickering may be scheduled as 12 hour day shifts on Monday to Friday provided that such scheduling is the preference of a majority of affected staff.
- (e) When scheduling 12-hour shifts, the maximum number of night shifts to be worked in sequence would be three and the maximum number of days to be worked in a sequence would be four.
- (f) The 12-hour shift schedule shall provide for at least 48 hours off between each sequence of shifts and at least two regular days off will be scheduled in each week (pay period).
- (g) Shifts for security staff at Pickering may be scheduled to start 1/2 hour before the corresponding shifts for the rest of the shift workers.
- (h) At least two consecutive regular days off will be scheduled in each week.

5. 10 Hour Shifts

Management will identify the criteria for a type of shift schedule required e.g. 5, 6, 7 day coverage, 10 or 20 hours per day, preferred location of double coverage days, etc. and give the affected employees the opportunity to present shift schedules that meet the criteria.

2.1.2 Revisions to the Regular Schedule

A minimum of seven days' notice shall be given when an employee's hours of work, as shown on the regular schedule, are to be changed, with the following exceptions:

1. No shift change notice is required when an employee:
 - (a) is working supernumerary days or day work (Part G, Item 2.1.3); and
 - (b) is assigned to training (0800 – 1600 hrs) at a location that is within 5 km (radius) of his/her work headquarters, or vice versa; and
 - (c) works the same or fewer hours in a day; and
 - (d) does not have their start time varied in excess of 60 minutes; and
 - (e) is provided a written/electronic notification at least one (1) month in advance of the scheduled change.

The training hours for a full day of training will constitute the employee's full shift for that specific day.

2. With three days' notice an employee's hours of work may be changed if a forced unit outage occurs for reasons of equipment failure, or for a safety reason. Refer to Mid-Term Agreement R-7 for definition of unit outage.

The applicability of the three-day notice period in this clause is dependent upon a shift change notice being issued to the affected employees within 48 hours of the occurrence of the forced unit outage.

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

4. For 12 hour shifts, when work load permits, a supernumerary day may be interchanged with a regular day off at the employee's request.

When work load permits, regular days off scheduled to correct a plus time balance resulting from a revision to his/her regular schedule may be rescheduled at the employee's request.

When scheduled work is performed on a statutory holiday, an additional day off will be scheduled in lieu of the statutory holiday. This lieu day shall be identified on the schedule. When work load permits it may be interchanged with another scheduled working day after the statutory holiday at the employee's request.

5. Revisions to the regular schedule will provide the following minimum hours off between shifts:

- (a) Shift change notices between 12-hour shifts will provide at least 12 hours off.

- (b) Shift change notices from a 12-hour shift to an eight-hour shift will provide at least 12 hours off.
- (c) Shift change notices from an eight-hour shift to a 12-hour shift will provide at least 15 hours off.
- (d) Shift change notices between eight-hour shifts will provide at least 15 hours off.
- (e) Shift change notices between 10-hour shifts will provide at least 12 hours off.
- (f) Shift change notices from a 10-hour shift to a 12-hour shift or vice versa will provide at least 12 hours off.
- (g) Shift change notices from a 10-hour shift to an 8-hour shift or vice versa will provide at least 15 hours off.

Failure to provide the above-noted minimum hours off will require that premium rates be paid for the first affected shift.

6. Revisions to the regular schedule while working a 12-hour shift schedule will not result in an employee working more than three night shifts in a row and must provide at least two periods of 24 hours off in a week (pay period). Notwithstanding the foregoing, an additional 12-hour period of work may be worked for MAR coverage (see Mid-Term R-98 Twelve Hour Shifts - Special Conditions OHN).
7. Shift workers with a plus or minus four hours time balance assigned to day work or shift for an indeterminate period of time may be required to take off or work a four-hour period respectively, but no payments, premium or otherwise will apply to such time worked as an extension of a normal eight-hour day to resolve a minus time balance.
8. Plus time balances which still exist as of the last day of the regular schedule shall be paid for at **double time**. **At the time of layoff all positive time balances will be paid out at 2X.**

Minus time balances which occur as a result of changes to the regular schedule shall be worked off within two fiscal months of the end of the schedule month in which the minus balance occurs unless it is mutually agreed to between the employee and his/her supervisor to extend this period. Minus balances not worked off within this two-month period will be written off (unless it has been agreed to extend this period).
9. An employee who commences Maternity/Parental leave, or training in excess of 5 weeks may have her/his plus or minus time balance corrected in advance, where mutually agreeable between the employee and his/her supervisor. Uncorrected time balances shall be frozen for the duration of such leave or training.

10. Revisions to the regular schedule that require individuals to be shift changed from supernumerary shifts to night shifts will be paid at two times the employee's basic rate.

2.1.3 Transfer to Day Work

A shift worker may be required to work on day work. In such cases the normal work week shall be 40 hours per week consisting of five days of eight hours (not before 7:00 am and not later than 6:00 pm) Monday to Friday inclusive. All work outside of normal scheduled hours shall be considered overtime and paid at the appropriate premium rate as per Section 4.0. Notification of transfer to or from day work shall be in writing with a minimum of seven days' notice.

2.1.4 Penalties

Failure to give the required notice as indicated in Subsections 2.1.1, 2.1.2 and 2.1.3 shall require the payment of **double time** for work performed until the notice has expired.

Revisions to Subsections 2.1.5(3)(i), (iv) and (v) of a shift change notice to correct an error which does not affect hours of work will not be considered as issuing a new shift change notice.

2.1.5 Miscellaneous Scheduling Provisions

1. Changing Positions on a Shift: Changing of positions on a given shift shall not involve premium rates of pay.
2. All inter-crew transfers of a permanent nature will be initiated via a request for volunteers. Transfers will be based on seniority, skills and training status (senior choice / junior force).
3. Definition: Notice as referred to in this section shall be defined as per the following example. One day's notice shall mean 24 hours prior to the start of the first affected shift.

A notice period shall be deemed to commence coincident with the signing, or verbal notification of posting, where applicable, of the shift change notice.

Verbal notification shall be given when the employee is absent from his/her regular work headquarters and he/she is not scheduled to return before the commencement of the required minimum notice period. In these situations verbal notification will be given directly to the employee in the presence of the Union Steward (where a Union Steward is present at the location) who will subsequently sign on behalf of the notified employee. The employee will be provided a copy of this notice document. The regular schedule for each employee shall be the posted schedule as per Subsection 2.1.1(1.) modified by any shift change notices in effect.

A shift change notice shall be used for all revisions to an employee's regular schedule except in the following circumstances:

No shift change notice is required when an employee:

- (a) is working supernumerary days or day work (Part G, Item 2.1.3); and
- (b) is assigned to training (0800 – 1600 hrs) at a location that is within 5 km (radius) of his/her work headquarters, or vice versa; and
- (c) works the same or fewer hours in a day; and
- (d) does not have their start time varied in excess of 60 minutes; and
- (e) is provided a written/electronic notification at least one (1) month in advance of the scheduled change.

The training hours for a full day of training will constitute the employee's full shift for that specific day.

This shift change notice shall be a standard form containing, but not limited to, the following:

- i) Reason for shift change.
 - ii) Details of changed hours of work.
 - iii) Details of time balance compared to crew.
 - iv) Signing or statement of verbal notification (where applicable).
 - v) Time of notification in signature box.
4. Permanent Location Transfer or Promotion Within a Station: On permanent transfer to a new location or promotion within a station the individual employee is required to assume the existing schedule for the new position without notice or penalty. His/her time balance shall, unless special circumstances prevent, be adjusted before taking over his/her position on the regular schedule, and in any case before the zero balance date of the existing schedule.
5. If employees at the Bruce start shifts at different times the Company will supply buses for each shift or pay travel expenses as per PW-8, subject to the continuation of the existing agreement between the Company and Bruce Power.
6. Following implementation of the 12-hour schedule, such schedule may be cancelled immediately by Management, should either the safe operation of the plant or public safety be adversely affected due to the 12-hour shift schedule.
- The 12-hour schedule may be cancelled for other reasons by Management or the Union upon two months' written notice to the other party.
7. Assignment to/from Training: Normally an employee will receive his/her assignment to and from training as per Part 'G', Item 2.1.2.

Where mutually agreeable between the employee and his/her supervisor the employee may return to his/her regular shift without notice or penalty.

Management will make reasonable efforts to minimize personal inconvenience or hardship to employees when a change of work headquarters is necessary.

2.1.6 Conditions While Working on a 12-hour Shift Schedule

1. When a regular shift commences before midnight and continues after midnight, all hours during the continuous shift shall, for pay and time balance purposes, be recorded and treated as if they occurred during the calendar day in which the shift ends.

2. Pay Provisions

When an employee is scheduled to work a 12-hour shift, the following will apply:

(a) In determining credits used for vacations, floating holidays and sick leave, one and one-half days will be deducted.

(b) In determining pay treatment for

i) travelling time outside normal working hours

ii) payment for temporary supervision

iii) time charges and expenses - employee Union representative

calculations will be made on an hour-for-hour basis to a maximum of 12 hours except for (i) where the maximum will be eight hours.

(c) In determining pay treatment for the following items a day will be considered to be 12 hours:

i) Leave of Absence With Pay, Part 'A', Item 10.1

ii) Moving Days

(d) In determining pay treatment for

i) Statutory Holidays

ii) Special Time Off

a day will continue to mean eight hours.

3. Rest Periods

Each employee shall be entitled to a ten-minute rest period approximately once within every four hours at a time designated by the Company.

2.1.7 **Conditions While Working on Ten Hour Shifts**

Shifts

Shifts may be performed in one or two shifts per day, Monday to Sunday, inclusive, and may be performed within the following shift windows:

1st shift - 0600 hrs to 1800 hrs
2nd shift - 1400 hrs to 0200 hrs

Shift Differential

1st shift - no shift differential
2nd shift - 70 cents per hour

Meal Periods

One meal period will be included within each shift.

Lieu Days

When scheduled work is performed on a statutory holiday, an additional day off will be scheduled in lieu of the statutory holiday. This lieu day shall be identified on the schedule. When work load permits it may be interchanged with another scheduled working day after the statutory holiday at the employee's request.

Provision Concerning Time Off

When an employee is scheduled to work a 10-hour shift, the following will apply:

- (a) In determining credits used for vacations, floating holidays and sick leave, one and one-quarter days will be deducted.
- (b) In determining pay treatment for
 - i) travelling time outside normal working hours
 - ii) payment for temporary supervision
 - iii) time charges and expenses - employee Union representative

calculations will be made on an hour-for-hour basis to a maximum of 10 hours except for (i) where the maximum will be eight hours.

- (c) In determining pay treatment for the following items a day will be considered to be 10 hours:
 - i) Leave of Absence With Pay, Part "A", Item 10.1
 - ii) Moving Days
- (d) In determining pay treatment for
 - i) Statutory Holidays
 - ii) Special Time Off

a day shall continue to mean eight hours.
- (e) When a regular shift commences before midnight and continues after midnight, all hours during the continuous shift shall, for pay and time balance purposes, be recorded and treated as if they occurred during the calendar day in which the shift ends.

2.1.8 Change of Work Headquarters

1. In the event a shift employee is assigned to a temporary work headquarters outside his/her residence headquarters he/she shall receive a minimum of seven days notice unless no change in hours of work is required. Failure to give the required notice shall require the payment of **double time** for work performed at the new work headquarters until the notice period has expired. Management will provide transportation for those employees who have no reasonable transportation available to them.
2. In the event a shift employee is assigned to a temporary work headquarters within his/her residence headquarters he/she shall receive a minimum of three days notice unless:
 - a) No change in hours of work is required; or
 - b) An employee:
 - (a) is working supernumerary days or day work (Part G, Item 2.1.3); and
 - (b) is assigned to training (0800 – 1600 hrs) at a location that is within 5 km (radius) of his/her work headquarters, or vice versa; and
 - (c) works the same or fewer hours in a day; and
 - (d) does not have their start time varied in excess of 60 minutes; and
 - (e) is provided a written/electronic notification at least one (1) month in advance of the scheduled change.

The training hours for a full day of training will constitute the employee's full shift for that specific day.

Failure to give the required notice shall require the payment of **double time** for work performed at the new work headquarters until the notice period has expired.

Management will provide transportation for those employees who have no reasonable transportation available to them.

3. An early return to his/her regular work headquarters initiated by Management will require a new shift change notice with the appropriate notice as stated in (1) or (2) above.

Failure to give the required notice shall require the payment of **double time** for work performed at his/her regular work headquarters until the notice period has expired.

4. For the purposes of Part G, Item 2.1.8 Pickering NGS and ENTC are considered one work headquarters. In addition, the Bruce site is considered one work headquarters.
5. A shift employee may be assigned to a temporary work headquarters without notice or penalty, if he/she leaves and returns to his/her work headquarters within a single shift.

2.1.9 Outage Schedules

1. Notwithstanding any other provision of the collective agreement, all classifications can volunteer to work shift in support of outages
2. Volunteers may be required to work 8, 10, or 12 hour outage shift schedules up to a maximum of 60 hours per week.
3. While working outage shift schedules all employees will be paid a weekly minimum of 40 hours per week. All hours scheduled in excess of the individual's regularly scheduled hours per week will be paid at appropriate premium overtime rates. Any outstanding time-balance will be paid out upon completion of the shift assignment at **double time**.
4. Outage shift schedules will be developed in consultation, in advance (in June of each year) with the Union, but the final decision on the schedules to be worked rests solely with the Company.
5. A bonus will be paid to all those employees that volunteer to work an outage shift schedule. The amount of bonus and the conditions surrounding eligibility will be determined by management and communicated prior to soliciting for volunteers
6. The Company will solicit volunteers on a seniority basis with the requisite skills/qualifications to staff outage shift schedules.

3.0 SHIFT DIFFERENTIAL

Shift differentials shall apply to employees required to work on a three-shift schedule or a two-shift schedule. The first part of a three-shift or a two-shift schedule shall begin at normal starting time. Regular part-time and temporary part-time employees will not be eligible for shift differential when the shift starts and ends between the hours of 0700 and 1800.

3.1 Eight Hour Shifts

A shift differential of 65 cents per hour shall be paid to employees who are scheduled to work between the hours of 1600 and 2400.

A shift differential of 85 cents per hour shall be paid to employees who are scheduled to work between the hours of 0000 to 0800.

3.2 Twelve Hour Shifts

A shift differential will be paid for the night shift only.

The shift differential will be the sum of the differentials in 3.1 above multiplied by 8/12.

3.3

The appropriate shift differential shall be paid for the first eight/twelve hours of each scheduled shift on any regular scheduled day of work and shall not apply for overtime hours. When premium time is involved for payment of shift work, the premium rate shall be computed on the standard basic rate, excluding shift differential.

3.4 Joint Shift Committee

Goal

To provide a forum for communications between management and employee representatives on shift issues and to develop recommendations to senior management for improvements. **Recommended actions will receive a written response within thirty (30) days.**

Structure

Chair: The chair will rotate on a yearly basis between Management and a PWU representative.

Members:

- 5 PWU representatives
- 5 Management representatives

Functions

- Participate in the identification of problems and issues of significance to shift workers.
- Participate in the development and implementation of approved recommendations affecting shift workers
- Review Outage Schedules for the coming year.

4.0 OVERTIME

4.1

Due to the nature of the Company operations, some employees will be required to work overtime. Overtime will be minimized and managed within the limits of corporate effectiveness and customer impact. In recognition of employee well-being and inconvenience, an effort shall be made to equitably distribute overtime amongst all qualified employees. Overtime, as used herein, means that part of the actual working time which is outside the normal scheduled hours and is, therefore, subject to compensation at premium rates.

4.2 Pay Entitlement

4.2.1 Monday to Friday Inclusive

1. Scheduled Day of Work

- (a) One and one-half times the employee's basic rate for all overtime work performed during the first four clock hours after normal quitting time.
- (b) Two times the employee's basic rate for all overtime work performed outside the first four clock hours.

2. Unscheduled Day of Work

- (a) Two times the employee's basic rate for all overtime work performed.

4.2.2 Saturday, Sunday

Two times the employee's basic rate for all overtime work performed.

4.2.3 Statutory Holidays

1. Monday to Friday

Two times the employee's basic rate for all work performed plus eight hours at straight time as per Part 'A', Item 7.1.

The employee may request time off without pay for the basic statutory holiday hours in addition to any overtime hours worked as per Part 'A', Item 10.2.

2. Saturday

Two and one-half times the employee's basic rate for all overtime work performed.

4.2.4 Basic Rate Calculation

The basic rate is equal to the basic hourly rate of each employee's classification as set out in Part A item 43 without any increments, premiums or bonuses.

4.3 Overtime Cancellation and Minimum Payments

4.3.1 Cancellation

All overtime cancelled within 44 hours of its scheduled commencement shall result in a cancellation payment of four hours at straight time except in the following circumstances:

1. Overtime arranged in the current shift as an extension of the shift, requires no cancellation payments.
2. Overtime arranged as an extension before the normal hours of work requires no cancellation payment if cancelled with more than 12 hours' notice.

4.3.2 Minimum Payments

All overtime performed or reported for due to lack of notice of cancellation shall result in a minimum payment of four hours at the appropriate premium rate except in the following circumstance:

Overtime arranged during the employee's normal working hours and worked as an extension before and/or after the employee's normal hours of work, requires no minimum payment.

4.4 Special Provisions Concerning Overtime

1. Time shall be counted from the time the employee reports for overtime work at the station until he/she finishes overtime work at the station or until his/her normal scheduled hours of work begin subject to 5. below.
2. Because an employee was required to work overtime or because he/she lost time in changing shifts, he/she shall not be prevented from working his/her total number of normal daily hours in any normal scheduled day of work. If the employee cannot be supplied with the work required to make up the eight hours of work in that day, his/her pay shall be adjusted to provide a minimum of eight hours' work.

3. If an employee who has worked overtime and is physically capable and the gang of which he/she is ordinarily a member is at work, he/she shall not be deprived of the opportunity of working his/her normal scheduled hours in addition to the overtime he/she may have worked.
4. An employee who has accumulated overtime hours shall receive this, in earnings, calculated at the appropriate premium rate and cannot be required to take time off in lieu of payment.
5. An employee who is required to work continuously for more than 16 hours or an employee who accumulates 16 hours of working time in any 24-hour period, shall be entitled to an eight-hour rest period. Time spent for meals may be deducted from the total elapsed time but is not to be considered as breaking the continuity of the hours worked.

If the rest period extends into the employee's normal scheduled hours of work he/she shall be paid at straight time rates for the portion of the rest period which extends into the normal scheduled hours. This is in addition to the overtime worked. Should he/she be required to continue working beyond 16 hours he/she shall be paid two times his/her normal basic rate until an eight-hour rest period is granted. Should an employee be released before 16 hours have elapsed, he/she will not be entitled to an eight-hour rest period, and his/her right to continue work at straight time will be governed by Section 4.4 (3.) above.

6. An employee who is receiving double time while performing overtime work, which extends into the calendar day containing his/her scheduled day off, shall remain at double time until he/she receives an eight-hour rest period.
7. When less than 48 hours' notice of the requirement to work overtime work is given and where an extra trip is required, a traveling allowance of one hour at straight time shall be paid.
8. Equivalent time off without pay see Part 'A', Section 10.2.
9. At the Bruce where the provided transportation is not available, the cost of special transportation shall be provided. This provision shall be discussed for any future station.
10. Overtime - Regular Part-Time and Temporary Part- Time Employees

Overtime is defined as:

- (a) Hours worked which are in excess of the normal daily hours of the classification. The premium payment for such work is one and one-half times the employee's basic rate for all work performed during the first four clock hours after the normal quitting time of the classification, and two times the

employee's basic rate for all work performed outside of the first four clock hours after the classification's normal quitting time.

and/or

- (b) Hours worked in excess of 24 in a week. The premium payment for such work is one and one-half times the employee's basic rate for the first four hours worked in a day. Two times the employee's basic rate for all work performed in excess of four hours in a day.

and/or

- (c) Unscheduled hours worked on Saturday and Sunday. The premium payment for unscheduled hours worked on Saturday and Sunday is two times the employee's basic rate.

5.0 PREMIUM PAYMENTS

The computing of hourly rates for overtime shall be in accordance with the following: The basic rate is equal to the basic hourly rate of each employee's classification as set out in Part A item 43 without any increments, premiums or bonuses. Premium payment, for the under noted, shall be as follows:

5.1 Shift Workers

5.1.1 Scheduled Work

1. One and one-half times the employee's basic rate shall be paid for scheduled work performed on Saturdays and Sundays.
2. Two times the employee's basic rate shall be paid for:
 - (a) Scheduled work performed on a statutory holiday which occurs on Monday to Friday. An additional day off will be scheduled in lieu of the statutory holiday within six months of the end of the posted schedule.
 - (b) Scheduled work performed on a statutory holiday which occurs on a Saturday. The premium for scheduled Saturday in 1 above shall not apply.

5.1.2 Shift Workers - Cancelled Vacation Days

Any vacation day cancelled at the request of the Company with less than seven days' notice shall be paid for at premium rates of pay. Vacation days cancelled with seven or more days' notice shall be paid for at straight time. Cancelled vacation days will be rescheduled in accordance with Part 'A', Section 6.0.

Shift workers shall receive entitlement for the same number of statutory holidays as day workers.

5.2 Continuous Driving

Employees given a continuous driving assignment will be paid in accordance with the following:

In each twenty-four hour period each will be paid eight hours at the basic rate, eight hours at the appropriate premium rates and eight hours at no pay (rest period). On Saturdays, Sundays and statutory holidays the appropriate premium rates shall apply.

The total time of the trip shall be determined from the time the employees start work on the day the trip commences till the time the employees finish work on the day the trip ends. (From work headquarters and return to work headquarters.)

With less than three days' notice the appropriate rate for lack of notice shall apply to the first eight hour basic rate period.

6.0 VACATIONS - SHIFT WORKERS

Vacations will be governed by the following: The vacation year shall be from January 1 to December 31.

Subject to exceptions resulting from unforeseen or emergent conditions, arrangements will be made to provide vacations as under noted.

1. Fourteen consecutive days off within the period May 1 to September 30 (summer schedule).
2. Sixteen consecutive days off including three weekends within the period May 1 to September 30 (summer schedule) to all who qualify for three or more weeks' vacation.
3. Where mutually convenient to the Company and the employees, if an individual so requests, all or part of the vacation allowance may be taken outside the period May 1 to September 30.
4. A request by an individual for an extension of his/her vacation period may be granted at the Company's discretion by interchanging his/her scheduled vacation days or unused vacation entitlement with days of work, providing qualified relief is available at the location. If it becomes necessary to cancel the additional extension as outlined in this item, the employee granted the extension will be required to return to his/her original schedule without penalty to the Company. If, in any instance and due to unforeseen circumstances, vacation schedules are adversely affected, the Company will use available relief so as to reduce the abnormal period to a minimum. See also Part 'A', Section 6.0.

NOTE

The consecutive days referred to would normally include other than vacation entitlement.

7.0 POSITIONS EXCLUDED AS PER ARTICLE 1

It is recognized that from time to time incumbents in positions excluded under Article 1.0 will be performing work functions. It is also recognized, however, that such work functions will not be performed for the purpose of reducing staff requirements or deliberately to avoid overtime for employees represented by the Union. If the Union believes that this provision is being abused, it may lodge a grievance under Article 2 of the Collective Agreement.

8.0 SUPERVISORY RESPONSIBILITIES

Supervisory responsibilities are as defined in Article 8.

8.1 Tradesperson Responsibilities: A tradesperson is required to exercise judgment and control over his/her own actions so that the assigned work may be performed safely, efficiently, and effectively, and with consideration of its effect on others.

In a work situation, a journeyman will be responsible only for his/her own work and the work and training of one apprentice or helper. However, for the purpose of training, a journeyman may be required to teach trade skills of a specific task to more than one apprentice or journeyman at one time. During such a teaching situation, the journeyman is responsible only for the demonstration of trade skills and not for the work of the apprentices or journeyman involved.

Related to the above, a "helper" is a person of lower classification than the tradesperson he/she is assisting; an "apprentice" is a person of lower than journeyman progression in a trade.

9.0 PAYMENT FOR TEMPORARY SUPERVISION

Supervisory payments are established in Article 8.

Overall supervision of a crew is provided by a supervisor and/or trades supervisor. However, a crew may be assigned a task without a regular supervisor in attendance, in which case a temporary supervisor may be appointed. In such instances, any responsibility for supervision must be assigned, it cannot be assumed. When so assigned, the level of supervision to be performed and paid must be designated in accordance with Article 8.

Where a group of employees are working at a location on jobs which are independent of one another and planned by a supervisor so that no co-ordination of their activities is required, additional supervision will not be required. Where the job requires more than one day to complete or is not preplanned, or is being performed by four or more employees, one of them shall be

appointed and paid as trades supervisor. In such cases if he/she supervises for more than two hours in a day he/she shall be paid the supervisory rate for a minimum of four hours or the actual hours he/she supervises, whichever is the greater.

NOTE

Preplanned means planning which is done away from the job site. It does not relate to on the site detailed planning.

10.0 RELIEF WORK

Payment for a statutory holiday shall be at the relief rate if it occurs during the relief period for all classifications.

When an employee acquires a lieu day while relieving in a higher-rated position, the lieu day shall be paid at the higher rate.

10.1 Operators

If an operator, relieving in a higher position falls sick, he/she will be paid sick benefits of the rate of the job in which he/she is relieving only up to the first point on the schedule where he/she would have normally returned to his/her basic rate. From this point onward, sick benefits during this illness will be based on his/her basic classification rate.

In recognition that operators are regularly required and scheduled to provide relief in higher positions, they shall receive for their full vacation period the rate of the higher position when such relief has been provided for 50 percent (50%) or more of a vacation year. Operators relieving in a higher position for less than 50 percent (50%) of the vacation year will be paid the rate of their regular classification during the full vacation period.

To take care of staff development training situations for lower classifications it is recognized that any lower classification may from time to time assume the responsibility of any higher position. This is a strict training situation and must not be used as a substitute for normal relief procedures.

Operators who are required to obtain a Ministry of Commercial and Consumer Relations (MCCR) or Environment Ministry (EEM) certificate will be paid his/her basic rate to write each examination once. Arrangements will be by mutual agreement.

The application of this clause shall not qualify an employee, who works on the day that s/he writes the examination, for premium rates and pay.

Operators who are required by the Company to renew their certificates with the Ministry of Commercial and Consumer Relations or Environment and Energy Minister, will have the cost of such renewal reimbursed.

11.0 SPECIAL CLOTHING

The Company shall supply special wearing apparel where it is required at no cost to the employee. In addition to the provisions of Part 'A', Section 33.0, clothing will be provided when it is not possible because of special dirt, to have clothes cleaned domestically or commercially. In this case it may be acceptable to provide the cleaning facilities and not the clothes.

Where uniform appearance is required, uniforms will be provided. Security staff required to wear a uniform will be reimbursed for two (2) pairs of CSA approved safety footwear per calendar year with a dollar maximum of \$125. Where uniform appearance is not required, Part A, Item 33.2.7 will apply.

12.0 STAFFING

12.1 Selection to/Acting in Vacancies

Selection to be made within 90 days after a vacancy in an existing position occurs, and where there is a qualified applicant. Selection within 90 days is not applicable in staffing new stations.

All acting positions are to be limited to 90 days unless extensions are agreed to by the Company and the Sector Board Chairperson of the Union. Pending the arrival of the successful applicant and his/her assuming of the normal duties, the acting incumbent who is performing the normal duties and responsibilities of an "acting" position shall receive the rate for the position.

12.2 Staffing Nuclear Operator Positions

12.2.1

Supervising Nuclear Operator and Authorized Nuclear Operator vacancies will be filled using Article 10.1.3.A.

12.2.2

Operator positions will be advertised under Article 10. Positions will be advertised stating the required specialization and requisite qualifications, e.g., fuel handling, TRF, Unit 0, and units.

13.0 PROVISION OF MEALS

In recognition of the importance of regular meals to an individual's health and effectiveness on the job, the Company will supply meals as outlined below and when required, will assign an employee to secure the meals.

- (a) Employees provide their own meals on regular days of work.
- (b) When an employee works overtime on a regular day off, he/she will be expected to provide one meal if 23 hours notice has been given.
- (c) When an employee works extension overtime before or after normal scheduled hours, all required meals will be provided by the Company. The first meal (or meal allowance) will be provided when two (2) hours of overtime are worked. Subsequent meals or meal allowances will be provided every four (4) hours of overtime worked thereafter.
- (d) When meals cannot be reasonably obtained¹, an allowance of \$15.00 per meal will be paid.
- (e) Employees working 10 hour overtime shifts and not receiving 23 hours notice will receive one overtime meal (or meal allowance).

13.1 Meal Periods

- (a) Employees on day work shall take a meal period designated by the Company and shall not be paid for this time (unless otherwise provided for in the Collective Agreement).
- (b) Employees on shift work shall eat their meals during the shift hours as conditions permit.
- (c) When an employee works extension overtime, no time shall be deducted for eating such meals where the employee eats the meal on the job and in a minimum of time.

14.0 RADIATION

14.1 Personal Property

Reimbursement by the Company for losses of the employee's personal property as a result of radioactive contamination shall be considered and assessed on the individual merits of each case.

14.2 Access to Radiation Records

Each employee shall have access to his/her personal radiation dose records.

¹ 'Reasonably obtained' is to be defined locally by Union and Management.

14.3 Ionizing Radiation

The Union Office will be supplied with one copy of the Radiation Protection Requirements and one copy of the Radiation Protection Procedures Manual, and all revisions to these Requirements and Procedures.

14.4 Radiation Limits

Employees performing their normal work, who exceed radiological limits requiring them to be removed from certain work locations, shall be given suitable work elsewhere at not less than their basic rate of pay.

14.5 Pregnant Atomic Radiation Workers

Every reasonable effort shall be made to assign a pregnant **Nuclear Energy** Worker to a location where there is no expected recordable radiation dose above natural background. In relocations of pregnant **Nuclear Energy** Workers, the normal base rate of pay will be maintained. The relocation period will be extended for a reasonable period of time for female **Nuclear Energy** Workers who indicate they intend to continue to breast-feed their babies after they return to work.

14.6 Female Atomic Radiation Workers Wishing to Conceive

Every reasonable effort shall be made to re-assign a female **Nuclear Energy** Worker, at her request, to a location where there is no expected measurable radiation dose while she is attempting to conceive. The purpose of the reassignment is to ensure that the embryo/fetus is not exposed to radiation during the period between conception and confirmation of pregnancy.

The re-assigned female **Nuclear Energy** Worker shall have her wages maintained under the following conditions:

- (a) the re-assignment is six months or less, and
- (b) the employee will have no more than three such re-assignments, and
- (c) Exceptions to the above may be granted at the discretion of the Company's Chief Physician.

14.7

Although every effort shall be made to minimize disruption to the continued training and development of the employee in her chosen career, it is recognized that re-assignment to a non-related work area may interrupt the training program. In the case where it is interrupted, progression through the training program will be frozen for the duration of the reassignment.

14.8 Dose Limits

The Company is committed to excellence in radiological safety performance. All radiation exposures shall be kept as low as reasonably achievable, consistent with sound operating practices, and with due regard for employee concerns.

The Company will pursue a policy of controlling radiation doses to its employees such that individual doses will not exceed 10 mSv (1 rem) per year averaged over any five (5) year period, provided the total collective dose does not increase as a result.

Each facility shall jointly develop annual targets and implementation plans which will strive to improve on this standard and eliminate unnecessary radiation exposure.

The Grievance process is not intended to apply to Part 'G', Item 14.8, however, instances where annual targets have been exceeded will be reviewed by the Joint Health and Safety Committee of that facility. Such instances may also be fit matter for discussion by the Joint Committee on Radiation Protection.

15.0 PERSONNEL DEVELOPMENT (TRAINING AND EXPERIENCE)

The benefits of personnel development to the Company and to the individual are recognized.

Also recognized is the emphasis placed on personnel development, when determining qualifications, for promotion purposes. The need for equitable development opportunities and treatment of individuals and groups is clear. Therefore, it is agreed that:

1. Individuals and groups should receive equitable development opportunities and treatment.
2. Disruptions to training will be minimized. Where the work situation, unavoidably, precipitates an inequality of development opportunity and treatment, such inequity will be recognized and will not be allowed to work to the disadvantage of that individual or group.
3. Employees shall receive 100% of approved reimbursable costs, paid for external training which:
 - creates or maintains employee's capability related to current job performance,
 - creates employee's capability for a position identified in a succession, retraining or redeployment plan.

Employees shall receive 75% of registration/tuition fees and learning material costs for external training activities which create employee's capability for future jobs within the Company and provided such training is outside working hours.

16.0 RESIDENCE HEADQUARTERS FOR PICKERING NGS, DARLINGTON NGS AND ASSOCIATED WORK HEADQUARTERS

1. The boundary of the residence headquarters for Pickering NGS and Darlington NGS will be determined by the perimeter of a circle of radius 30 km, centered at a point midway between Pickering NGS and Darlington NGS.
2. The residence headquarters defined in 1. will also be the residence headquarters for all work headquarters of Nuclear that are located within it.
3. An employee who is transferred between the work headquarters that are within the designated Pickering - Darlington residence headquarters will be eligible for transportation and moving expenses as per Part 'A', Item 23.0 of the Collective Agreement, unless the new work headquarters is within a reasonable commuting distance from his/her residence.

17.0 TEMPORARY TRANSFERS OF PART 'G' EMPLOYEES TO PART 'F' - THERMAL GENERATING STATIONS

Employees temporarily transferred to the Thermal Business Unit will adopt the work schedules and associated work schedule provisions of the location to which they have been transferred.

Employees returning to their regular work headquarters will assume the same time balance as their crew. Any minus time balances created due to working at the temporary location will be written off. Plus time balances shall be paid for at **double time**. In addition, where work load permits, the employee may request time off on an hour for hour basis without pay to be taken within six months.

The following items will apply under the above conditions:

1. Part 'F', Sections 1.0, 1.4, 3.4.9, and 11.0 as contained in the Ontario Power Generation Inc. (Thermal/Hydroelectric) Collective Agreement.
2. The Company will supply the tools for employees while on temporary transfer.

18.0 EMERGENCY RESPONSE TEAMS

18.1

As part of their normal duties, all employees may be required at times to take action in response to emergencies.

18.2

Qualified designated members of the Emergency Response Teams shall receive \$1350.00 annually on their anniversary of becoming a member of the Emergency Response Team.

18.3

Although membership of the Emergency Response Team is voluntary, the Company reserves the right to appoint members if sufficient volunteers are not available.

Persons acting as ERT Captains on either drills, training or events shall be paid \$1/hr in addition to their normal pay on that shift.

19.0 AUTHORIZED NUCLEAR OPERATORS IN TRAINING

Refer to Mid-Term R-116-5.

19.1 Authorized Nuclear Operator Retention of Authorization Policy

Refer to Mid-Term R-116-5.

19.2 Authorized Nuclear Operators in Training Increasing Capability Compensation Progression Policy

Refer to Mid-Term R-169-4.

20.0 MAINTENANCE ASSESSING

Those who were Regular Maintenance Assessors prior to October 3rd, 2001 will not normally work shift.

21.0 CONTROL TECHNICIANS

The normal hours of work for all control technician positions shall be 40 hours per week.

21.1 Relief

1. Where a shift control technician is required to provide relief in the senior shift control technician position, he/she shall be paid for all such hours worked at the rate for the position as Part A, Item 43 and Article 8.
2. Where a senior shift control technician is required to relieve in a non-union supervisory position for a period of one working day or more, he/she will be paid in accordance with Part A, Item 43 and Article 8.

22.0 SHIFT WORK - RADIATION CONTROL TECHNICIANS, PLANNING COST AND CONTROL TECHNICIANS, TRAINING TECHNICIANS AND NUCLEAR TECHNOLOGISTS

22.1 Applicability

This section covers the following classifications:

Radiation Control Technicians I

Planning Cost and Control Technicians

Training Technicians

Nuclear Technicians

22.2

The following items as set out in Part G shall apply:

- (1) Section 7.0, Positions Excluded as per Article 1
- (2) Section 14.1, Personal Property
- (3) Section 14.2, Access to Radiation Records
- (4) Section 14.3, Ionizing Radiation
- (5) Section 14.4, Radiation Limits
- (6) Section 15.0, Personal Development
- (7) Section 18.0, Emergency Response

22.3

All of the provisions of Part D shall apply, with the following exception:

Section 8- Positions excluded as per Article 1.

22.4 Intent

The intent of this section is to provide a framework within which: (1) employees in the Radiation Control Technician I classifications may be assigned to any of the existing shift schedules for limited periods of time; and (2) employees in the Planning Cost and Control Technician, Training Technician and Nuclear Technologist classifications may be assigned to shift work on a Monday to Friday basis for limited periods of time. The "limited period" is to be less than three months in each year for each employee unless the employee involved specifically consents to an extension.

22.5 Implementation

When shift work is required, management will solicit preferences for shift work from the employees in the required classifications. If employees with the required skill, knowledge, experience, etc., indicate a preference for shift work, management will select from among these employees. If insufficient qualified volunteers are available, management will assign the shift work to qualified employees, endeavouring to minimize personal inconvenience.

22.6 Duration of Shift

The employees who may be required to work shifts under this section include both 35 and 40 hour per week positions. They will work a time balanced schedule. Forty hour per week employees when assigned to shift work will work the same hours as regular shift workers on shift.

Thirty-five hour per week employees when assigned to shift work will normally work seven-hour shifts. This may at management discretion be increased to eight-hour shifts.

22.7 Special Provisions on Shift

1. Shift work shall not be implemented for a period of three working days or less. If the working period is three days or less, the appropriate premium rate will be paid for the minimum three-day period.
2. The Company will provide seven days posted notice of the commencement and termination of a shift. Failure to provide such notice will require a penalty payment of **double time** for all changed hours of work within the notice period.

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

3. Such a placing on shift work shall not deprive an employee of his/her total number of normally scheduled weekly hours.
4. Revision to the work schedule shall provide for a minimum of 15 hours off between shifts. Failure to provide such time off will require the penalty payment for the first affected shift.
5. Shift differential shall apply to employees required to work on a three-shift schedule or a two-shift schedule and shall not apply for overtime hours.
6. Work in excess of the total number of normal daily hours will be paid at the appropriate overtime rates.
7. Premium payments for work on weekends and statutory holidays will be as shown in Part 'G', Section 5.0.

8. Where mutually agreeable between the employee and his/her supervisor, Training Technicians may be assigned for self development to existing shift schedules. Such time shall not exceed three (3) months in a calendar year.
9. When Radiation Control Technicians are required to work 12-hour shifts, the following sections of Item 22 will not apply: 22.6, 22.7(4), 22.7(5), 22.7(6) and 22.7(7). When Planning Cost and Control Technicians or Training Technicians or Nuclear Technologists are required to work 12-hours shifts, Part G Items 22.6, 22.7 and 22.7.6 will not apply.

The appropriate provisions of Part 'G', Item 2.1, Shift Workers and Item 3.2, Shift Differential, 12-Hour Shift, will apply. The exception to this is that Part 'G', Item 2.1.3, Transfer to Day Work, will not apply.

22.8 Deleted Provisions When on Shift

When an individual is assigned a shift and the provisions of 22.7 are in effect, the following provisions of Part 'D' will not apply:

1. Section 2.0: Hours of Work - General
2. Section 2.1: Hours of Work - Specific
3. Section 2.2: Hours of Work - Outside Head Office

23.0 CHEMICAL TECHNICIANS/FLMA RADIATION CONTROL AND RADIATION PROTECTION TECHNICIAN IIS

The normal hours of work for all chemical technician / FLMA radiation control and radiation protection technician IIs positions shall be 40 hours per week.

23.1

The following items as set out in Part 'G' will not apply to the position of chemical technician / FLMA radiation control and radiation protection technician IIs:

1. Sections 8.0 and 9.0 - Supervisors.
2. Section 12.1 - Selection to/Acting in Vacancies.

23.2

The following items as set out in Part 'D' will apply to chemical technicians / FLMA radiation control and radiation protection technician IIs:

1. Section 6.0 **A** - Relief Work.

2. Section 7.0 - Posting of Vacancies.

3. Section 7.1 - Posting Procedures.

24.0 REGULAR GUIDES AND ASSISTANT PUBLIC EDUCATION OFFICERS

24.1

The following items as set out in Part G shall apply:

- | | | |
|-----|---------------|-------------------------------------|
| (1) | Section 7, | Positions Excluded as per Article 1 |
| (2) | Section 14.1, | Personal Property |
| (3) | Section 14.2, | Access to Radiation Records |
| (4) | Section 14.3, | Ionizing Radiation |
| (5) | Section 14.4, | Radiation Limits. |
| (6) | Section 15.0, | Personal Development |

24.2

All of the provisions of Part D shall apply, with the following exception:

Section 8.0 Positions Excluded as per Article 1.

24.3 Hours of Work

A schedule covering a period of not less than one month to be posted 30 days in advance, providing an average of five (seven-hour) days per week scheduled on any day of the week. Hours of work to be scheduled between 8:30 am and 6:00 pm, with a paid lunch period of one-half hour to be taken between 11:00 am and 2:00 pm. Failure to give the required notice shall require the payment of **double time** for work performed until the notice period has expired.

24.4 Method of Payment

24.4.1 Scheduled Hours

Payment at straight time, Monday to Friday.

Payment at time and one-half for all scheduled hours worked on Saturdays and Sundays.

24.4.2 Overtime

Payment for all work performed outside of scheduled hours to be made in accordance with the overtime provisions of Part 'D' Section 4.0.

24.4.3 Statutory Holidays - Scheduled Hours

Time and one-half for all scheduled hours worked on a statutory holiday, plus statutory holiday credit, except Saturdays.

24.4.4 Statutory Holidays - Overtime

Double time for all non-scheduled hours worked on a statutory holiday, plus statutory holiday credit.

25.0 NUCLEAR SECURITY OFFICERS

25.1 Applicable Provisions

The following sections of Part G and D apply to Nuclear Security Officers only. All other sections in Part G or D not referenced do not apply.

Part G Items:

- 1.0 Wages
- 2.0 Hours of Work
- 3.0 Shift Differential
- 4.0 Overtime (Excluding 4.4 (8))
- 5.0 Premium Payments
- 6.0 Vacation - Shift Workers
- 7.0 Positions Excluded as per Article 1
- 10.0 Relief Work
- 11.0 Special Clothing
- 12.1 Selection to/Acting in Vacancies
- 13.0 Provision of Meals
- 14.0 Radiation
- 15.0 Personnel Development (Training and Experience)
- 16.0 Residence Headquarters for Pickering NGS,
Darlington NGS and Associated Work Headquarters

Part D Items:

- 6.0 A** Principles re: Resourcing for Relief, Acting &
Temporary Assignments
- 6.1 A** Relief Work
- 7.0 Posting of Vacancies

25.2 Equivalent Time Off

Employees who work authorized overtime will be paid at the appropriate premium rate or may bank the time at appropriate premium rates to a maximum of forty (40) hours banked. Such banked time may be taken by mutual agreement between the employee and his/her supervisor. Employees can only book ETO after 75% of vacation and floating holidays are booked.

26.0 PART G – PROJECT CREW

1. Project crews will be staffed on a voluntary basis. In the event there are insufficient volunteers the Company may hire employees directly to the project crews.

Once an employee has volunteered they will only be permitted to leave the project crew by exception once a suitable replacement is available, **or they have met any of the following:**

- I. Employees hired as external applicants (including Appendix A) from a temporary position or regular position with less than 2 years seniority, must work a minimum of five years on the project crew.**
- II. Employees hired from a regular position within the OPG-N bargaining unit, must work a minimum of two years on the project crew, unless they are below top step of the band in which case they must work a minimum of 3 years.**
- III. Employees hired from a regular position within the OPG-Non Nuclear bargaining unit, with more than two years seniority, must work a minimum of three years on the project crew.²**
- IV. An employee has been selected to a promotion.**

Once the above noted criteria have been met, project crew employees will have normal rights under Article 10.

2. Employees on Project Crews are considered to be regular employees with all terms and conditions and benefits as per the collective agreement, except as noted in these provisions.
3. Management will review the proposed use of the Project Crews with the PWU and solicit input on the Project Crew(s) size, composition, source of staff for the crew(s), proposed peak work times, etc.
4. Employees on the Project Crew will be entitled to the same number of yearly hours as a regular employee and be paid for those hours at straight time on the same pay basis as a non Project Crew regular employee.

² **Non-Nuclear employees hired to the Radiation Protection Project Crew must work a minimum of 5 years on the Project Crew.**

5. Each employee on the Project Crew may have a different number of hours available to work, due to the application of vacation rights, floating holidays, and statutory holidays. (E.g 2080 hrs minus statutory holidays 88 hrs, minus 3 floating holidays 24 hrs, and appropriate vacation 2/3/4/5/6 weeks).
6. Employees may be required to work days or shift work on 8/10/12 hour schedules up to 60 hours per week and a minimum of 40 hours per week.
7. Shift differential (identified in Part G Item 3.0) and payment for scheduled work on weekends and statutory holidays (identified in Part G Item 5.1) will be paid out on an as worked basis.
8. Management will post the project crew work schedule a minimum of 30 days in advance of its commencement for the year 2003. For each year after 2003 the schedule for the following year will be posted by September 1st. This schedule will illustrate the blocks of time when and where employees will be required to work. This work schedule may be changed by providing the affected employees a minimum of 7 days notice in advance of the change. Failure to provide this notice will result in **the payment of double time** for only those **hours** within the notice period that the employee had not previously expected to work.

Employees will be entitled to establish blocks of time when they will be unavailable for work assignment(s). This time off cannot conflict with the likely periods required for them to work.

9. The classifications required for project crews will be determined by the Company. The Company will fill vacant positions on the project crews from amongst the senior employees with the required qualifications. The Company reserves the right to restrict the number of volunteers from a work group at a site where the operation of the work group will be negatively affected.
10. The parties agree that the total number of employees in Project Crews and those in base complement shall exceed the number of employees in base complement.

27.0 Apprentice Hiring and Placement

1. Apprentices will be hired as Regular employees to a site, but shall not form part of any site complement and shall not be deemed to occupy a base position. Apprentice positions will be posted internally and externally. For every three (3) external Apprentice positions, available to external candidates only, OPG Nuclear will make one (1) internal Apprentice position available to a qualified internal candidate. If an Apprentice position is made available for an internal candidate it will count for the purposes of this paragraph whether or not the position is filled. **The application of the 3:1 ratio shall be cumulative (every third (3rd) external hire shall trigger one internal vacancy regardless of the time between hiring.**
2. If there are no qualified internal candidates for the internal Apprentice position(s) posted as per paragraph 1 above, OPG Nuclear may, at its discretion, fill the position(s) with an external applicant(s).

3. Journeypersons are ineligible to apply for an Apprenticeship in their own discipline.
4. Those employed as Apprentices are not eligible to apply for any other opportunities within OPG, including rotations and posted vacancies, until they **have served four years in their apprenticeship**. Upon completion of their **fourth (4th) year of the Apprenticeship**, those employees will be allocated to the site assigned in paragraph 1 and will be automatically placed in an ongoing Regular position without the necessity of a posting.
5. OPG Nuclear will offer one (1) Journeyperson position at Darlington available for transfer to a qualified Journeyperson from Nuclear for every one (1) Apprentice hired and assigned to Darlington in the same discipline. The Journeyperson position will be made available when the Apprentice successfully completes **four (4) years in their Apprenticeship**.
6. To count for the purposes of the ratios in paragraphs 1 and 5, OPG Nuclear will not block the senior qualified Journeyperson who elects to transfer to Darlington as per the terms of paragraph 1, 5 or 8.
7. If the application of paragraph 5 has required Darlington to make a Journeyperson position available for transfer, it will count for the purposes of paragraph 5, whether or not the position is filled.
8. If the application of paragraph 5 has required Darlington to make a Journeyperson position available for transfer, the number of Journeypersons hired at Darlington on a going forward basis from the date of this agreement will each count as a position made available for transfer in paragraph 5.
9. Co-op students who are hired into full time Apprentice positions will receive credit for their Co-op term(s) towards their Apprenticeship time, and service credit for any portion of their co-op term(s) served with OPG.
10. Requests from Darlington Mechanical Maintainers and Control Maintainers for mutual transfer(s) that arise as a result of this provision, as outlined in paragraph 5 will be accommodated by the Company. Transportation and moving expenses will not normally apply.
11. **Effective April 1, 2009 OPG will require Apprentices/Trainees to register with the Ministry of Training, Colleges and Universities (MTCU). However, the completion of the C of A and C of Q is the responsibility of the Apprentice/Trainee. Apprentices/Trainees will be reimbursed for the registration fee charged by the MTCU. Apprentices/Trainees will be reimbursed for the examination fee and paid at their basic rate, for the time required to write each examination once, up to the maximum number of hours established by the appropriate Agency/Ministry for each examination.**

28.0 OPG Nuclear Apprentice Hiring & Joint Apprenticeship Committee

The purpose of the Joint Apprenticeship Committee (JAC) is to deal with issues, in the spirit of cooperation and trust, relating to staffing and training apprentices.

The JAC will be comprised of 4 OPG representatives, including the representative for staffing and training, as well as 4 PWU representatives, including a PWU Staff Officer.

The Committee will meet quarterly or as required at the request of either party.

Key Principle

The hiring and retention of Apprentices is in the best interests of both parties and both parties will strive to come to mutually acceptable ways of balancing this goal with the interests of regular employees.

- If there are major disagreements, they are to be presented to Sector Vice President PWU-Nuclear and CNO for resolution.

29.0 Nuclear Operators Committee

Goal:

To provide a forum for communications between Ontario Power Generation and the Power Workers' Union to discuss and resolve Nuclear Operator issues and concerns, and to provide consistency, wherever applicable between the sites.

Membership:

Power Workers' Union

- Operator Chief Steward (Pickering)
- Operator Chief Steward (Darlington)
- OPG Sector Representative
- PWU Staff Officer

Ontario Power Generation

- Director Operations Support Corporate, or delegate
- Manager Operations Support Pickering A,B and Darlington or delegates
- Human Resource Representative

Meeting Frequency

The committee will meet a minimum of quarterly or on an as need basis.

Function

To discuss and resolve issues that are specific to Nuclear Operators, such as, but not limited to the following: training, safety, hours of work, hiring, staff movements and assignments, issues arising under Mid-Term Nuc R-1026 etc. It is not intended to be a forum for individual grievance resolution.

The PWU and OPG will provide each other with advanced notice of all issues to be discussed at coming meetings. The committee is required to produce a record of all issues raised and discussed and the associated dispositions. This record is to be provided to the Operations Peer Team, and where a disposition is required the Operations Peer Team will provide a timely response in advance of the next quarterly meeting.

Unresolved Issues

Any unresolved issues will be escalated to the PWU Sector 1 Vice President and CNO for early resolution.

30.0 Janitor Wage Rates

April 1, 2009 – 3.0%	22.20
April 1, 2010 – 3.0%	22.87
April 1, 2011 – 3.0%	23.56

NOTES:

All Progressions shall be in accordance with Item 3 of Part A.

Applicable to employees hired or reclassified on or after October 3, 2001.

APPENDIX A

Nuclear ONLY

APPENDIX "A"
FOR SUPPLEMENTARY MAINTENANCE, REPAIR
AND OTHER PWU ASSIGNED WORK

1.0 Interface with Chestnut Park Accord Addendum (CPAA)

1.1 This Appendix does not alter the CPAA in any manner and all applicable provisions of the CPAA continue to apply to the determination and assignment of trades' work. Disputes regarding the applicability of this Appendix versus the applicability of the CPAA as they may apply to the assignment of work, remittances to the appropriate BTU, and referral rights of the BTUs shall be referred to the process under Article 6 of the CPAA.

2.0 Scope

2.1 OPGN recognizes the PWU as the sole bargaining agent for all employees of OPGN who perform supplementary maintenance, repair, and other PWU assigned work save and except that work which is performed by PWU regular employees as defined in the collective agreement. All trades work shall be performed by the classifications listed below:

Control Technician (Electrical Trades)
Mechanical Maintainer (Mechanical Trades)
Civil Maintainer I
Civil Maintainer III

2.2 At the request of the OPGN Vice President of Labour Relations or the PWU Vice President, the parties will meet to discuss the merits of adding any new classification(s).

The parties will consider adding a classification when:

1. Work is required in the classification and
2. Regular employees are not available to perform the work and
3. The work is not ongoing in nature.

3.0 Principles and Process

3.1 It is intended that this Appendix shall not interfere with the principle that work of a continuing nature (including the work of Project Crews where utilized by Management) be done by regular employees.

3.2 OPGN shall share with the PWU all related information for making an assignment as far in advance of the work as possible.

3.3 The designated OPGN representative and the PWU Vice President or delegate will agree upon the proposed assignment prior to the assignment being made by the Company. An agreement on the assignment of work shall not be used in a grievance to establish work of a continuing nature except where:

- a) A single project\outage at a site lasts twelve (12) months or more; or
- b) A series of individual projects\outages at a site last twenty-four (24) months or more without a break.

In such cases the PWU shall retain the right to grieve work of a continuing nature.

For the sake of clarity, “a site” shall be Pickering, including Pickering A and B. Darlington is also, “a site.” Similarly the OPG operations at the Bruce will be, “a site.”

- 3.4 Should the parties fail to agree on the assignment of work to employees hired pursuant to Appendix “A”, the issue will be referred to Mr. Martin Teplitsky, or his designate, who shall act as the sole arbitrator for expedited resolution of the dispute and shall have all the powers of the Chief Arbitrator under the Collective Agreement. This hearing will resolve both the Appendix “A” issue(s) and any issue(s) related to contracting or subcontracting of work. The arbitrator will decide whether the business case warrants the contracting or subcontracting of work.
- 3.5 The arbitrator will hear the dispute within three (3) days of the dispute being referred to arbitration. The arbitration may be conducted by conference call.
- 3.6 Briefs shall be prepared by each party, which will include a statement of facts, a brief argument, and any other information and/or documents relevant to the issue. Briefs will be exchanged by the parties and provided to the arbitrator at least twenty-four (24) hours before the arbitration hearing begins. Witnesses may be called with the leave of the arbitrator.
- 3.7 The decision of the arbitrator shall be final and binding.
- 3.8 For outage work programs of less than 50,000 person-hours, and project work less than 5,000 person hours, OPGN may hire Temporary Employees pursuant to this Appendix without seeking approval from the Union.

4.0 Employment

- 4.1 Referral of employees will be in accordance with the CPAA. Employees will be hired **pursuant to the applicable employment provisions** from the appropriate Building Trades Union as permitted by the relevant BTU Collective Agreement (**e.g. name hire, recall etc**).
- 4.2 OPGN shall have the right to transfer employees from site to site on a senior-choice, junior-force basis. Junior employees may be laid off for refusal to accept a transfer. Travel time and mileage will be paid on the first day of transfer and the last day (where a return trip occurs). No mileage will be paid where an employee qualifies for a travel allowance.
- 4.3 Crew supervision may be performed by regular PWU or Appendix “A” employees, and Appendix “A” employees may be intermingled with regular crews.
- 4.4 The Union may designate stewards under Appendix “A” on the basis of one steward per classification per site. The Union may designate one of these stewards per site as senior steward who shall not be laid off or transferred to another site, provided he/she is qualified to perform the remaining work. The PWU Vice President may, however, at his sole discretion consent to the transfer of a senior steward. **In no case shall the employment of a senior steward be used to advance a work of a continuous nature grievance.**

4.5 The Employer will provide notice to the appropriate Chief Steward when Appendix "A" employees are hired and when their employment is terminated.

5.0 Terms and Conditions of Employment

5.1 Employees under Appendix "A" shall be considered to be Temporary Employees under the PWU/OPGN collective agreement. All provisions and practices in the PWU/OPGN collective agreement with respect to Temporary Employees as of the effective date of this Appendix continue to apply save and except the provisions of Appendix "A" which include the following:

5.2 All trades work done by classifications listed in Appendix "C" of the CPAA shall be carried out by the following classifications at the following wage rates

Control Tech

April 1/09	\$45.40
April 1/10	\$46.76
April 1/11	\$48.16

Mechanical Maintainer

April 1/09	\$44.76
April 1/10	\$46.10
April 1/11	\$47.48

Civil Maintainer I

April 1/09	\$41.42
April 1/10	\$42.66
April 1/11	\$43.94

Civil Maintainer III

April 1/09	\$25.94
April 1/10	\$26.72
April 1/11	\$27.52

Cost of Living Allowance (COLA) applicable to regular employees will also apply to Appendix "A" employees.

5.3 Remittance for retirement, benefits and Union funds shall be deducted from the total package and sent to the appropriate union on a monthly basis. Remittances shall be based on hours **earned** as opposed to hours **worked**.

5.4 PWU dues shall be established by the PWU and will be collected by OPGN and remitted to the PWU on a monthly basis.

5.5 Part A, Item 16 of the collective agreement does not apply to employees under Appendix "A".

5.6 Part A, Item 31 (Eye Protection) and 33 (Special Clothing) will not apply to Appendix "A" employees. However, personal protective equipment and gloves, rainwear and coveralls will be provided in appropriate circumstances. **In addition, where the Company does not provide radiation safety footwear, new employees will be provided with a coupon at**

the time of hire-on to be redeemed for one pair of work boots for the life of the Collective Agreement (to a maximum of \$150) from the boot truck.

- 5.7 Part G, Section 2.1.4 will not apply to Appendix "A" employees however shift arrangements that are compatible with regular crew shifts will be established. Premium rates will be paid for that part of the actual working time which is outside the normal scheduled hours.
- 5.8 All Appendix "A" employees shall be members of the PWU and shall maintain such membership in good standing as a condition of employment.
- 5.9 All Appendix "A" employees once hired by OPGN will be required to "Skill Broaden". Employees may be required to perform additional tasks where there are no formal trades training required. The normal referral process of employees through the CPAA will not be affected.
- 5.10 Unless otherwise agreed to in future rounds of collective bargaining the Daily Travel Allowance and Subsistence Allowance will be increased by the same percentage and at the same times as PWU wage rates.

5.11 Daily Travel Allowance

The daily travel allowance will be paid by the Employer to its employees who are not living in camp or receiving a subsistence allowance as defined herein, on the following basis:

- (a) If an employee lives within 40 radius kilometers of the work site no travel allowance will be paid.
- (b) If an employee lives within 40-56 radius kilometers of the work site they shall receive **\$19.90** per day (effective April 1, 2010, **\$20.50**, effective April 1, 2011, **\$21.11**) as travel allowance for each day worked or reported for.
- (c) If an employees lives within 56-80 radius kilometers of the work site they shall receive **\$23.79** per day (effective April 1, 2010, **\$24.51**, effective April 1, 2011, **\$25.24**) as travel allowance for each day worked or reported for.
- (d) If an employee lives within 80-97 radius kilometers of the work site they shall receive **\$27.70** per day (effective April 1, 2010, **\$28.53**, effective April 1, 2011, **\$29.38**) as travel allowance for each day worked or reported for.
- (e) If an employee lives greater than 97 radius kilometers from the work site and does not qualify for subsistence allowance they shall receive **\$32.56** per day (effective April 1, 2010, **\$33.54**, effective April 1, 2011, **\$34.54**) as travel allowance for each day worked or reported for.
- (f) When an employee is directed to report to a work site that involves travelling around a natural barrier, the distance around the natural barrier shall be the shortest distance measured by a series of straight lines. The sum of the distance of these straight lines shall be applied to the ring concept to establish the employee's travel allowance entitlement, board allowance entitlement and initial and return allowance entitlement.

- (g) A natural barrier is defined as any obstruction or impediment which creates an unreasonable relationship between radius kilometres and actual kilometres travelled.

5.12 **Room and Board Allowance (Subsistence)**

- (a) The following conditions will apply for employees whose regular residence* is more than 97 radius kilometres from the work site:

- (1) The Employer may supply either:

- (i) free room and board in camp or a good standard of board and lodging;

or

- (ii) subsistence allowance; or

- (2) An employee may exercise his/her option not to stay in a camp or accept free room and board. An employee who exercises this option shall receive a subsistence allowance as follows:

Bruce Site

- (i) When an employee's regular residence is more than 97 radius kilometres from the work site and the employee maintains temporary accommodations at or near the Bruce work site the employee shall be paid a subsistence allowance of **\$73.34** (effective April 1, 2010, **\$75.54**, effective April 1, 2011, **\$77.80**) per day for each day worked or reported for.

Sites Other Than Bruce

- (ii) When an employee's regular residence is more than 97 radius kilometres from the work site and the employee maintains temporary accommodations at or near the work site the employee shall be paid a subsistence allowance of **\$32.56** (effective April 1, 2010, **\$33.54**, effective April 1, 2011, **\$34.54**).

All Sites

- (iii) When an employee's residence is more than 500 kilometres from the work site and the employee is working a four (4) day by ten (10) hour per day shift or working twelve (12) hour shifts, the employee will be paid one (1) additional day's subsistence allowance.

- (b) An employee shall not qualify for daily travel allowance or room and board allowance as provided for in 5.11 and 5.12, Item (a) above, when such employee reports for work but does not remain at work for his/her scheduled daily hours unless excused by an authorized representative of his/her Employer. Such permission shall not be unreasonably denied.

- (c) Upon application, payment of Room and Board/Travel Allowance will be issued for the first two pay periods. Failure to provide satisfactory proof of eligibility during this period will result in cessation of payments and the recovery in two equal amounts. In the event of termination for any reason before full recovery, any balance owing will be deducted from the final pay.

*For the purpose of this Section, "regular residence" is defined as:

1. The place where the employee maintains a self-contained, domestic establishment (a dwelling house, apartment or similar place of residence where a person generally eats and sleeps and for which he/she can show proof of financial commitment). This is in contrast to a boarding house facility which is not self-contained; *and*
2. The employee normally resides in the residence except for those periods of time when, because of the location of the work, the employee obtains temporary accommodation for that work location.
3. For metropolitan areas (Toronto and Hamilton) the calculation of distance shall be the employee's regular residence.
4. For all other areas, the calculation of distance shall be based on the location of the city or town hall of the municipality where an employee maintains a self-contained domestic establishment described above. In those municipalities where a city or town hall does not exist, then the post office serving his/her self-contained domestic establishment will apply.

6.0 **Grievance and Arbitration**

The following expedited grievance and arbitration mechanism applies to employees governed by Appendix "A".

- (a) OPGN shall appoint employees beyond the jurisdiction of the Union to act as contact supervisor. Each contact supervisor shall be responsible for giving or securing a decision on any grievance submitted to him/her by a union representative on behalf of any employee or group of employees under his/her supervisor. Grievances will be referred to the contact supervisor within 30 days of the discovery of the event giving rise to the grievance. If a supervisory decision is not made by the contact supervisor within 48 hours, the union representative may, within 30 days, refer the grievance to arbitration.
- (b) The referral to arbitration shall be made to one of the following single arbitrators on a rotating basis.
- a) Jules Bloch
 - b) Rob Herman
 - c) Louisa Davie
- (c) The arbitrator shall set a hearing date to take place within ten (10) working days of the date of the referral and shall render a decision on the case within 30 days of the

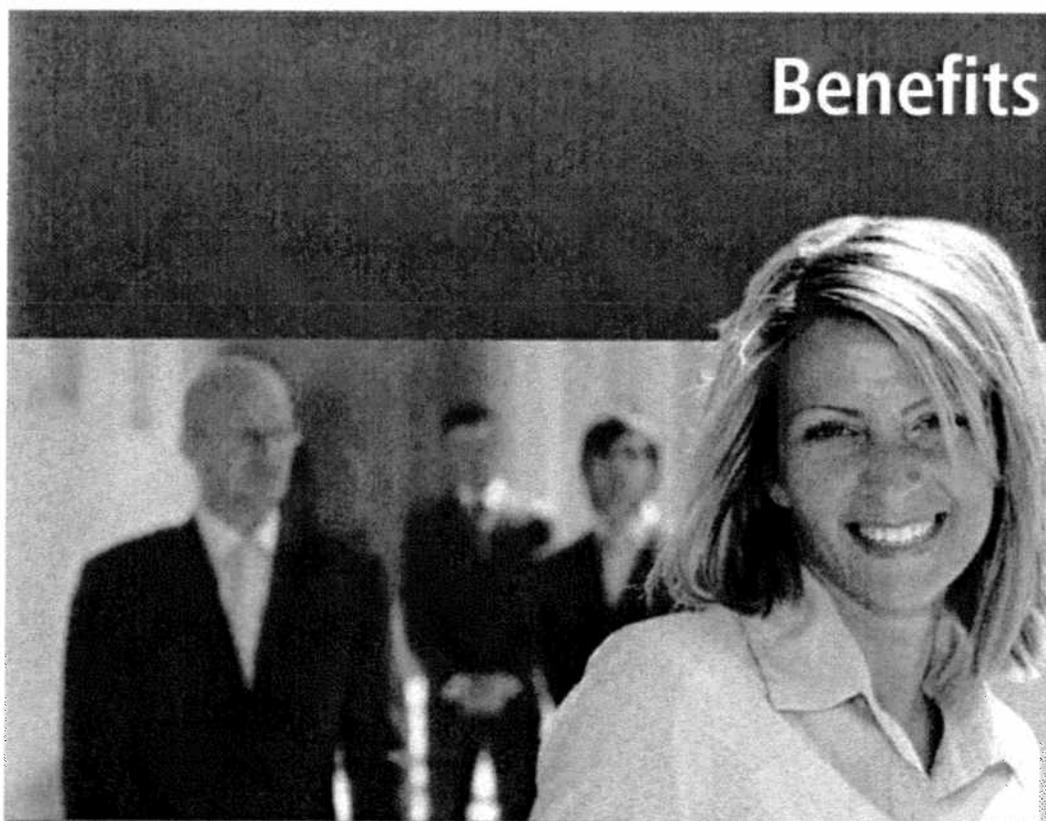
completion of the hearing of the matter. The parties agree that they will facilitate to the greatest extent possible the expeditious completion of the hearing process.

- (d) The decision of the arbitrator shall be final and binding on the parties. The arbitrator shall not have jurisdiction to alter or overrule this agreement or to make any decision inconsistent with this agreement.
- (e) The arbitrator shall have all the power and authority of a regular arbitrator under Article 3 of the collective agreement.
- (f) Maintenance of normal earnings shall be provided by OPGN for all Union representatives, attending at the grievance process, including the arbitration hearing. Arbitrator costs will be shared.



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/ Out-of-Province/Canada
Group Travel Medical Emergency Insurance



TRAVEL & HEALTHCARE SOLUTIONS

Schedule of Benefits ACTIVE

Ontario Power Generation (OPG)

Policyholder Name

53808187

Policy Number

This booklet contains further clauses which may limit coverage. Please read all the benefit description pages carefully. Please note that all dollar amounts are expressed in Canadian currency.

Overall Maximum per insured person	\$ 5 million per coverage period
Description of Classes	All eligible active OPG PWU employees
Work hours required	A minimum of 17.5 hours per week
Eligibility period	N/A
Termination age	70 or earlier retirement
Common law spouse cohabitation period	Immediate
Age limits for dependent children	Unmarried and unemployed and under age 19, or under age 24 if a full-time student at a recognized educational institution
Pre-existing condition stability period*	Exclusion #2 does not apply
	* Please review Section III - Exclusions - for additional information.
Coverage period	60 days per trip

BENEFIT SUMMARY

Refer to SECTION II for benefit details.

<i>Hospital accommodation</i>	<i>reasonable and customary costs</i>
<i>Physician charges</i>	<i>reasonable and customary costs</i>
<i>Diagnostic services</i>	<i>reasonable and customary costs</i>
<i>Paramedical services</i>	\$250 per profession
<i>Prescription drugs</i>	30-day supply per prescription
<i>Ambulance services</i>	<i>reasonable and customary costs</i>
<i>Medical appliances</i>	<i>reasonable and customary costs</i>
<i>Private duty nurse</i>	Up to \$5,000
<i>Emergency air transportation</i>	<i>reasonable and customary costs</i>
<i>Transportation to bedside</i>	Economy round-trip airfare plus up to \$150 per day to \$3,000
<i>Return of travelling companion</i>	One-way airfare
<i>Treatment of dental accidents</i>	Up to \$2,000
<i>Meals and accommodation</i>	Up to \$150 per day, to \$3,000 per trip
<i>Vehicle return</i>	Up to \$5,000
<i>Return of deceased</i>	Up to \$5,000
<i>Incidental expenses</i>	Up to \$250

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Out-of-Province/Canada Group Travel Medical Emergency Insurance

IMPORTANT NOTICE - PLEASE READ CAREFULLY

Travel insurance is designed to cover losses arising from sudden and unforeseeable circumstances occurring while you are temporarily travelling outside your province or territory of residence. It is important that you read and understand your plan before you travel. In the event of any discrepancy between the provisions of a booklet or other document you hold and the provisions of the policy, the provisions of the policy shall govern. The insurer has contracted *Global Excel Management Inc.* (called "*Global Excel*") to provide medical assistance and claims services under the policy.

IN THE EVENT OF AN EMERGENCY, YOU MUST CALL GLOBAL EXCEL IMMEDIATELY:

The emergency telephone numbers are listed on the back of the *medical assistance card* provided.

Global Excel must be contacted before you seek medical treatment. If your condition renders you unable to do so, then someone else must contact *Global Excel* immediately for you. Do not assume that someone will contact *Global Excel* on your behalf. It remains your responsibility to ensure that *Global Excel* has been contacted prior to receiving medical treatment or as soon as reasonably possible.

If you incur any expenses without prior approval by *Global Excel*, such expenses will be covered, except where the policy expressly requires the prior approval or authorization of *Global Excel*, on the basis of the *reasonable and customary costs* that would have been payable for such expenses by the insurer in accordance with the terms and conditions of the policy. Such expenses may be higher than this amount, therefore you will be responsible for paying any difference between the amount you incur and the *reasonable and customary costs* reimbursed by the insurer.

SECTION I — INDIVIDUAL COVERAGE - ELIGIBILITY, EFFECTIVE DATE AND TERMINATION

Participant Coverage

To be covered under the *policy* as a *participant*, you must meet the following eligibility requirements:

1. be covered under the *government health insurance plan* of your province or territory of residence;
2. be covered under the basic group extended health care plan of the *policyholder*;
3. be younger than the *termination age* specified in the Schedule of Benefits;
4. have your place of employment in Canada;
5. have your permanent residence in Canada;
and
6. a) if you are covered as an employee of the *policyholder*, you must also:
 1. work the minimum number of hours per week specified in the Schedule of Benefits; and
 2. have satisfied the eligibility period specified in the Schedule of Benefits;or
- b) if you are covered as a member of the *policyholder* who is other than an employer, you must also:
 1. be a member in good standing of the *policyholder*; and
 2. be on the monthly list of members entitled to coverage provided to the *Insurer* by the *policyholder*.

Participant coverage will become effective on the later of:

1. the date the *policy* becomes effective; or
2. the date the *participant's* coverage becomes effective under the basic group extended health care plan of the *policyholder*.

Participant coverage will terminate immediately upon the first to occur of:

1. the date you cease to meet the above eligibility requirements for *participant* coverage;
2. the date the premium is due if the *policyholder* does not remit your premium to the *Insurer*, except where this is the result of clerical error; or
3. the date the *policy* is terminated.

Dependent Coverage

To be covered under the *policy* as a *dependent*, you must meet the following eligibility requirements:

1. be covered under the *government health insurance plan* of your province or territory of residence;
2. be covered as a *dependent* under the basic group extended health care plan of the *policyholder*; and
3. meet the definition of *dependent* in the *policy*.

Dependent coverage, if any, will become effective on the later of:

1. the date the *policy* becomes effective; or
2. the date the *dependent's* coverage becomes effective under the basic group extended health care plan of the *policyholder*,

but in no event prior to date the *participant's* insurance becomes effective.

Dependent coverage will terminate immediately upon the first to occur of:

1. the date the *dependent* ceases to meet the above eligibility requirements for *dependent* coverage;
2. the date the *participant's* coverage terminates, except if termination is due to the death of the *participant*, in which case *your* coverage (and that of eligible child dependents) may continue if *you* (and eligible child dependents) continue to be covered under the OPG Health and Dental plan (retiree division). *Please note that since you would now be covered under the OPG "retiree" Health and Dental plan, you would also have to transfer to the OPG PWU "retiree" efa travel plan within prescribed time limits. Please contact your local OPG Human Resources office for full details; or*
3. the date the *policy* is terminated.

SECTION II — BENEFITS

The *policy* covers expenses that are:

- incurred outside the province or territory of residence of the *insured person*;
- *medically necessary*;
- *reasonable and customary costs*;
- incurred as a result of an *emergency* due to sudden and unforeseen *sickness and/or injury* occurring during the *coverage period*;
- in excess of those covered by the *government health insurance plan* or other insurance under which *you* may have coverage; and
- legally insurable;

subject to the Overall Maximum per *insured person* specified in the Schedule of Benefits.

In the event of an *emergency*, the following benefits are payable under the *policy*. However, certain expenses, as specified below, are covered only if *you* obtain the prior approval of *Global Excel*.

1. **Hospital Accommodation:** Room and board costs up to the semi-private room rate charged by the *hospital*. If *medically necessary*, expenses for treatment in an intensive or coronary care unit are also covered. If coverage terminates for any reason during *your hospital stay*, benefits continue until discharge, to a maximum of one year. In no case will expenses for *in-patient* stays be covered for a period greater than 365 days per *insured person*.
2. **Physician Charges:** Charges for treatment by a *physician*.
3. **Diagnostic Services:** Laboratory tests and x-rays prescribed by the attending *physician* and that are part of the *emergency* treatment. The *policy* does not cover magnetic resonance imaging (MRI), cardiac catheterization, computerized axial tomography (CAT) scans, sonograms or ultrasounds and biopsies unless such services are authorized in advance by *Global Excel*.

4. **Paramedical Services:** The services (including x-rays) of a licensed chiropractor, physiotherapist, podiatrist or osteopath, to the maximum specified in the Benefit Summary section of the Schedule of Benefits, *per insured person*, per profession listed above, when approved in advance by *Global Excel*.
5. **Prescriptions:** Drugs, including injectable drugs, and sera that can only be obtained upon medical prescription, that are prescribed by a *physician* and that are supplied by a licensed pharmacist when *medically necessary* for *emergency* treatment, except when needed to stabilize a chronic condition or a medical condition which *you* had before *your trip*. This benefit is limited to a 30-day supply per prescription, unless *you* are hospitalized.
6. **Ambulance Services:** When reasonable and *medically necessary*, licensed ground ambulance service to the nearest medical facility.
7. **Medical Appliances:** When approved in advance by *Global Excel*, minor appliances such as crutches, casts, splints, canes, slings, trusses, braces, walkers and/or the temporary rental of a wheelchair when prescribed by the attending *physician*, obtained outside *your* province or territory of residence and *medically necessary*.
8. **Private Duty Nurse:** The professional services of a registered private nurse, when *medically necessary* and while hospitalized, to the maximum specified in the Benefit Summary section of the Schedule of Benefits, *per insured person*, when approved in advance by *Global Excel*.
9. **Emergency Air Transportation:** When approved and arranged in advance by *Global Excel*:
 - a) air ambulance to the nearest appropriate medical facility or to a Canadian *hospital* for immediate *emergency* treatment;
 - b) transport on a licensed airline with an attendant (where required) to return *you* to *your* province or territory of residence for immediate *emergency* treatment.
10. **Transportation to Bedside:** When approved in advance by *Global Excel*, a single round-trip economy airfare from Canada plus up to the amounts specified in the Benefit Summary section of Schedule of Benefits for the cost of meals and commercial accommodation for one of the following: *spouse*, parent, child, brother, sister or business partner, to:
 - a) be with *you* if *you* are travelling alone and have been hospitalized as the result of an *emergency*. To be payable, this benefit requires that *you* eventually be hospitalized as an *in-patient* for at least three (3) consecutive days outside *your* province or territory of residence and that the attending *physician* provide written certification that the situation was serious enough to warrant the visit; or
 - b) identify the deceased *insured person* prior to the release of the body, where necessary.The *Insurer* will only reimburse covered expenses evidenced by original receipts.
11. **Return of Travelling Companion:** If *you* are returned to *your* province or territory of residence under the *Emergency Air Transportation* benefit or the Return of Deceased benefit, the *Insurer* will reimburse the cost of a single one-way economy airfare for a travelling companion to return to Canada, when approved in advance by *Global Excel*.
12. **Treatment of Dental Accidents:** To the maximum specified in the Benefit Summary section of the Schedule of Benefits *per insured person* for *emergency* dental treatment to repair natural, vital and sound teeth or permanently attached artificial teeth provided the *injury* was caused by an external, accidental blow to the mouth or face. *You* must consult a *physician* or dentist immediately following the *injury*. Treatment must begin during the *coverage period* and be completed prior to returning to *your* province or territory of residence. An *accident* report is required from a *physician* or dentist for claims purposes.

13. **Meals and Accommodation:** To the maximum specified in the Benefit Summary section of the Schedule of Benefits *per participant*, for the cost of commercial accommodation and meals for the *participant* and/or any of his/her *dependents* when their *trip* is extended beyond the last day of the scheduled *trip* due to the *sickness* and/or *injury* suffered by an *insured person*. This benefit must be authorized in advance by *Global Excel*. The fact that *you* are unable to travel must be certified by the attending *physician* and supported with original receipts from commercial organizations.
14. **Vehicle Return:** To the maximum specified in the Benefit Summary section of the Schedule of Benefits if neither *you*, nor someone travelling with *you*, are able to operate *your vehicle*, whether owned or rented, during *your trip* due to *sickness* and/or *injury*. Arrangements and payment will be made for the return of the *vehicle* to *your home* in *your province* or territory of residence or the nearest appropriate rental agency. Benefits will only be payable for a single person to return the *vehicle* when approved and/or arranged in advance by *Global Excel*. This benefit does not cover wages lost by the person driving *your vehicle*. The *Insurer* will only reimburse covered expenses evidenced by original receipts.
15. **Return of Deceased:** To the maximum specified in the Benefit Summary section of the Schedule of Benefits towards the cost of preparation and transportation of the deceased *insured person* to their province or territory of residence in the event of death due to *sickness* and/or *injury*.

In the case of cremation and/or burial at the place of death of the *insured person*, this benefit is limited to \$2,500.

The cost of the casket or urn is not covered.
16. **Incidental Expenses:** To the maximum specified in the Benefit Summary section of the Schedule of Benefits for *your out-of-pocket* expenses such as telephone charges, television rental and parking while *you* are hospitalized for an *emergency* and the expenses are incurred as a direct result of such hospitalization. The *Insurer* will only reimburse covered expenses evidenced by original receipts.

SECTION III — EXCLUSIONS

The *policy* does not cover losses or expenses related in whole or in part, directly or indirectly, to any of the following:

1. Treatment or services normally covered or reimbursable under a *government health insurance plan* or under other insurance *you* might have.
2. Any condition that existed prior to departure unless such pre-existing medical condition has been stable (i.e. no change in symptoms, no hospitalization, no change in condition, no new prescription drugs or prescribed change in treatment or medication) immediately prior to departure for the Pre-existing Condition Stability Period specified in the Schedule of Benefits.
3. Any *trip* booked or commenced contrary to medical advice or after *you* are diagnosed with *terminal illness*.
4. Any medical condition for which, prior to departure, medical evidence suggests a reasonable expectation that treatment or hospitalization could be required while travelling.
5. Treatment, surgery, medication, services or supplies that are not required for the immediate relief of acute pain and suffering or that *you* elect to have provided outside *your province* or territory of residence when medical evidence indicates that *you* could return to *your province* or territory of residence to receive such treatment. The delay to receive treatment in *your province* or territory of residence has no bearing on the application of this exclusion.

6. Treatment or surgery during a *trip* when the *trip* is undertaken for the purpose of securing or with the intent of receiving medical or *hospital services*, whether or not such *trip* is taken on the advice of a *physician*.
7. Cardiac catheterization, angioplasty, and/or cardiovascular surgery including any associated diagnostic test(s) or charges unless approved by *Global Excel* prior to being performed, except in extreme circumstances where such surgery is performed on an *emergency* basis immediately upon admission to *hospital*.
8. Magnetic resonance imaging (MRI), computerized axial tomography (CAT) scans, sonograms or ultrasounds and biopsies unless such services are authorized in advance by *Global Excel*.
9. Hospitalization or services rendered in connection with general health examinations for "check-up" purposes, treatment of an *ongoing condition*, regular care of a chronic condition, home health care, investigative testing, rehabilitation or ongoing care or treatment in connection with drugs, alcohol or any other substance abuse or non-compliance with any prescribed medical therapy or treatment and medical treatment of an acute *sickness* and/or *injury* after the initial *emergency* has ended (as determined by the Medical Director of *Global Excel*).
10. A disorder, disease, condition or symptom that is emotional, psychological or mental in nature unless hospitalized.
11. *Emergency* air transportation and/or car rental unless approved and arranged in advance by *Global Excel*.
12. Treatment not performed by or under the supervision of a *physician* or licensed dentist.
13. Treatment or hospitalization of mother or child as a result of pregnancy, miscarriage, childbirth or complications of any of these conditions occurring in the four (4) weeks before or after the expected delivery date.
14. War, invasion, act of a foreign enemy, declared or undeclared hostilities, civil war, rebellion, revolution or military power.
15. Terrorism or by any activity or decision of a government agency or any other entity to prevent, respond to or terminate terrorism except for ensuing loss or damage which results directly from fire or explosion. Such loss or damage is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the loss or damage.
16. Committing or attempting to commit an illegal act or a criminal act.
17. Suicide (including any attempt therat) or self-inflicted injury, whether or not *you* are sane.
18. Service in the armed forces.
19. Participation in any sport as a professional athlete (for which *you* are remunerated), or in motorized or mechanically-assisted racing or speed contests (defined as an organized activity of a competitive nature in which speed is a determining factor in the outcome of the event).
20. Loss or damage to eyeglasses, sunglasses, contact lenses, or prosthetic teeth, limbs or devices and resulting prescription thereof.
21. The replacement of an existing prescription whether by reason of loss, unless otherwise specified elsewhere in the *policy*, renewal or inadequate supply or the purchase of drugs and medications (including vitamins) which are commonly available without a prescription or which are not legally registered and approved in Canada or which are not required as a result of an *emergency*.
22. Upgrading charges and cancellation penalties for airline tickets, unless approved in advance by *Global Excel*.
23. The cost of any airline ticket covered under the *policy* where *your* ticket may be exchanged or used for the same purpose.

24. Crowns and root canals.
25. Treatment or services received in the province where you attend school or work on a full-time basis or in your home country, if you are a foreign student studying in Canada or a non-resident working in Canada.

SECTION IV — GENERAL PROVISIONS AND LIMITATIONS

1. **Notice to Global Excel:** In the event of a *sickness* and/or *injury* likely to give rise to an *emergency*, you must give immediate notice to *Global Excel*. Failure to do so may limit the benefits payable under the *policy*. If you incur any expenses without prior approval by *Global Excel*, such expenses will be covered, except where the *policy* expressly requires the prior approval or authorization of *Global Excel*, on the basis of the *reasonable and customary costs* that would have been payable for such expenses by the *insurer* in accordance with the terms and conditions of the *policy*. Such expenses may be higher than this amount, therefore you will be responsible for paying any difference between the amount you incur and the *reasonable and customary costs* reimbursed by the *Insurer*.
2. **Transfer or Medical Repatriation:** During an *emergency* (whether prior to admission or during a covered hospitalization), the *insurer* reserves the right to:
 - a) transfer you to one of *Global Excel's* preferred health care providers, and/or
 - b) return you to your province or territory of residencefor the medical treatment of your *sickness* and/or *injury* where this poses no danger to your life or health. If you choose to decline the transfer or return when declared medically stable by the Medical Director of *Global Excel*, the *Insurer* will be released from any liability for expenses incurred for such *sickness* and/or *injury* after the proposed date of transfer or return. *Global Excel* will make every provision for your medical condition when choosing and arranging the mode of your transfer or return and, in the case of a transfer, when choosing the *hospital*.
3. **Limitation of Benefits:** Once you are deemed medically stable to return to Canada (with or without medical escort) either in the opinion of the Medical Director of *Global Excel* or by virtue of discharge from a medical facility, your *emergency* will be deemed to have ended, whereupon any further consultation, treatment, recurrence or complication related to the *emergency* will no longer be eligible for coverage under the *policy*.
4. **Misrepresentation and Non-Disclosure:** Your entire coverage under the *policy* shall be voidable if the *Insurer* determines, whether before or after loss, that you or the *policyholder* have concealed, misrepresented or failed to disclose any material fact or circumstance concerning the *policy* or your interest therein, or if you or the *policyholder* refuse to disclose information or to permit the use of such information, pertaining to any of the *insured persons* under the *policy*. Consequently and following a loss, no claim shall be payable by the *Insurer* and you shall be solely responsible for all expenses relating to your claim, including medical repatriation costs.
5. **Subrogation:** If you suffer a loss covered under the *policy*, the *Insurer* is granted the right from you to take action to enforce all your rights, powers, privileges, and remedies, to the extent of benefits paid under the *policy*, against any person, legal person or entity which caused such loss. Additionally, if "no fault" benefits or other collateral sources of payment of medical expenses are available to you, regardless of fault, the *Insurer* is granted the right to make demand for, and recover, those benefits. If the *Insurer* institutes an action it may do so at its own expense, in your name, and you will attend at the place of loss to assist in the action, in addition to providing the *Insurer* all information, cooperation and assistance the *Insurer* may reasonably require. If you institute a demand or action for a covered loss, you shall immediately notify the *Insurer* so that the *Insurer* may safeguard its rights.

Notwithstanding any provisions in the *policy* to the contrary, the *Insurer's* rights under this paragraph shall be governed by the laws of the state, province, or district where the loss occurs, or where benefits under the *policy* are paid.

You shall take no action after a loss that will impair the rights of the *Insurer* set forth in this paragraph and shall do all such things as are necessary to secure such rights.

6. **Arbitration:** Notwithstanding any clause in the *policy*, the parties hereto undertake to submit to an arbitration procedure, to the exclusion of the courts, any present or future dispute relating to a claim.

The arbitration proceedings shall be governed by the arbitration law in force in the Canadian province or territory of residence of the *participant*. The parties agree that any action will be referred to arbitration.

7. **Applicable Law:** The *policy* is governed by the law of the Canadian province or territory of residence of the *participant*. Any legal proceeding by the *insured person*, his heirs or assigns shall be brought in the courts of the Canadian province or territory of residence of the *participant*.

8. **Other Insurance:** If, at the time of loss, you have insurance from another source, or if there is any other party responsible for benefits provided under the *policy*, the *Insurer* will pay covered expenses only in excess of those covered by that other *Insurer* or other responsible party, including credit cards, private or public health plans, private or provincial auto plans, or any other insurance, whether collectable or not, which provides the *insured person* with some or all of the benefits and coverage provided under the *policy*. If, however, that other insurance is also "excess only", the *insurer* will coordinate payment of all eligible claims with that other insurer. All coordination follows the Canadian Life and Health Insurance Association guidelines. In no case, will the *insurer* seek to recover against employment related plans if the lifetime maximum for all in country and out-of-country benefits is \$50,000 or less.

9. **Co-ordination and Order of Benefits:** If a person has coverage under another plan that does not provide for co-ordination of benefits, that plan will be considered primary carrier and will be responsible for making the initial payment. If the other plan does provide for co-ordination of benefits, the order of benefit will be as follows:

Participant and Dependent Spouse

The plan insuring the *participant* or the *participant's dependent spouse* as an employee/member pays benefits before the plan insuring the *participant* or the *participant's spouse* as a *dependent*.

Dependent Child

If the *dependent* child is insured as a *dependent* under the *participant's* and the *spouse's* plans, benefits will first be payable under the plan of the parent whose birthday comes first in the calendar year. The balance of eligible expenses can then be submitted to the plan of the other parent.

If both parents have the same birthday (month/day), the claims for children must be submitted to the plan in the alphabetical order of the parents' first names.

When a person is insured under other group or individual policies or government plans, the benefits payable from all sources cannot exceed one hundred percent of expenses incurred.

10. **Rights of Examination:** To be entitled to payment of benefits provided under the *policy*, the *participant*, on his own behalf and on behalf of his *dependents* hereby authorizes any physician, health professional, hospital, institution and any other organization to forward to the *insurer* or its representatives, all information, reports or documents that they may require.

The *participant* hereby authorizes the *Insurer* to communicate directly with any physician, health professional, hospital, institution or other organization to obtain any information required for the assessment of claims and hereby relieves the persons concerned of all legal responsibility which could arise from the disclosure of such information.

In the event of death, the *Insurer* will require that a death certificate be filed with the claim. Furthermore, the *insurer* has the right to request an autopsy and review any autopsy report, if not prohibited by law.

11. **Limitation of Actions:** An action or proceeding against the *Insurer* for the recovery of a claim under the *policy* shall not be commenced more than one (1) year (two (2) years in the Northwest Territories, three (3) years in the province of Quebec) after the date the insurance money became payable or would have become payable if it had been a valid claim.
12. **Availability and Quality of Care:** Neither the *Insurer* nor *Global Excel* shall be responsible for the availability or quality of any medical treatment (including the results thereof) or transportation at the vacation destination, or *your* failure to obtain medical treatment during the *coverage period*.
13. **Evidence of Age:** The *Insurer* reserves the right to request proof of age of any *insured person*.
14. **Assignment:** Benefits under the *policy* may not be assigned
15. **When Money Payable:** All money payable under the *policy* shall be paid by the *Insurer* within sixty (60) days after it has received proof of claim.
16. **Continuance of Individual Coverage During Absence from Work:** If a *participant* is absent from work due to disability, temporary lay-off, authorized leave of absence, strike or any other work stoppage, the insurance will be continued as long as the *participant* remains covered under the *policyholder's* basic group extended health care plan.
17. **Examination of the *policy*:** The *policy*, including any endorsements, will be kept at the office of the *policyholder*. *You* may consult the *policy* during the regular business hours of the *policyholder*.

SECTION V — AUTOMATIC EXTENSION OF COVERAGE PERIOD

The *coverage period per trip* will automatically be extended up to 72 hours, provided the *participant* has not reached the *termination age*, if:

- a) *You* are hospitalized due to a medical *emergency* on the last day of coverage. *Your* coverage will remain in force for as long as *you* are hospitalized and the 72-hour extension commences upon release from *hospital*;
- b) a late train, boat, bus, plane, or other *vehicle* in which *you* are a passenger causes *you* to miss *your* scheduled return to *your* province or territory of residence (including by reason of weather);
- c) the *vehicle* in which *you* are travelling is involved in a traffic *accident* or mechanical breakdown that prevents *you* from returning to *your* province or territory of residence on or before *your* return date;
- d) *You* must delay *your* scheduled return to *your* province or territory of residence due to a medical *emergency*.

All claims incurred after *your* original scheduled return date must be supported by documented proof of the event resulting in *your* delayed return.

SECTION VI — INTERNATIONAL ASSISTANCE SERVICE

Global Excel is available to take your calls 24 hours a day, 7 days a week.

Emergency Call Centre — No matter where you travel, professional assistance personnel are ready to take your call. *Global Excel* can also provide you with Canada Direct instructions and codes so that you only deal with Canadian telephone operators.

Referrals — *Global Excel* can refer you to the preferred medical providers (*hospitals, clinics and physicians*) that are closest to where you are staying. With a referral, it is less likely that you will have to pay for services out of pocket.

Benefit Information — Explanation of your coverage is available to you and to the medical providers who are treating you.

Medical Consultants — *Global Excel's* team of medical professionals, available 24 hours a day, will monitor the services given in the event of a serious emergency. If necessary, *Global Excel* will help you return to Canada for the care you need.

Urgent Message Relay — In the event of a medical emergency, *Global Excel* will contact your travelling companion to keep him/her advised of your medical situation and will help you exchange important messages with your family.

Interpretation Service — *Global Excel* can connect you to a foreign language interpreter when required for emergency services in foreign countries.

Direct Billing — Whenever possible, *Global Excel* will instruct the hospital or clinic to bill the insurer directly.

Claims Information — *Global Excel* will answer any questions you have about the eligibility of your claim, standard verification procedures and the way that the benefits under the policy are administered.

SECTION VII — DEFINITIONS

"Accident" means a fortuitous, sudden, unforeseen and unintentional event exclusively attributable to an external cause resulting in bodily injury.

"Actively at Work" means the employee is physically and mentally capable of doing each and every function of his/her occupation, on the basis of the minimum number of hours worked per week specified in the Schedule of Benefits. If an employee is not actively at work due to vacation, holidays, a non-scheduled working day, maternity or parental leave, then actively at work means the capability to perform the employee's normal duties at the employee's normal place of employment on the same basis as the employee who is actively at work.

"Coverage Period" means the number of consecutive days specified in the Schedule of Benefits during which you are covered under the policy when you take a trip and which is calculated as of the commencement date of your trip.

"Dependent" means the spouse and the unmarried child of the participant or spouse, who is under the age limit specified in the Schedule of Benefits, is dependent on the participant for support and is not employed on a full-time basis. A dependent child who is physically or mentally disabled and totally dependent on the participant for support will continue to be eligible provided he/she was covered as a dependent under the policy before attaining such age limit.

"Emergency" means the occurrence of a *sickness* and/or *injury* during the *coverage period* that requires immediate *medically necessary* treatment for the relief of acute pain or suffering, other than experimental or alternative treatment, and such treatment cannot be delayed until *your* return to Canada.

"Global Excel" and "Global Excel Management Inc." mean the company appointed by the *insurer* to provide medical assistance and claims services under the *policy*.

"Government Health Insurance Plan" means the health care coverage provided by Canadian provincial and territorial governments to their residents.

"Hospital" means an institution which is designated as a hospital by law; which is continuously staffed by one or more *physicians* at all times; which continuously provides nursing services by graduate registered nurses; which is primarily engaged in providing diagnostic services and medical and surgical treatment of a *sickness* and/or *injury* in the acute phase, or active treatment of a chronic condition; which has facilities for diagnosis, major surgery and in-patient care. The term *hospital* does not include convalescent, nursing, rest or skilled nursing facilities, whether separate from or part of a regular general hospital, nor a facility operated exclusively for the treatment of persons who are mentally ill, aged, or drug or alcohol abusers.

"Immediate Family Member" means *your spouse*, son, daughter, father, mother, brother, sister, stepson, stepdaughter, stepfather, stepmother, mother-in-law, father-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, grandson, granddaughter, grandfather or grandmother.

"Injury" means any unexpected and unforeseen harm to the body that is caused by an *accident*, that *you* sustained during the *coverage period* and that requires *emergency* treatment that is covered by the *policy*.

"In-patient" means a patient who occupies a *hospital* bed for more than twenty-four (24) hours for medical treatment and for which admission was recommended by a *physician* when *medically necessary*.

"Insurer" means Royal & Sun Alliance Insurance Company of Canada.

"Medical Assistance Card" means the card provided to the *participant* and on which the following information is shown: name of the *policyholder*, *policy* number, *coverage period per trip* and emergency telephone numbers.

"Medically Necessary", in reference to a given service or supply, means such service or supply:

- a) is appropriate and consistent with the diagnosis according to accepted community standards of medical practice;
- b) is not experimental or investigative in nature;
- c) cannot be omitted without adversely affecting the condition of the *insured person* or quality of medical care;
- d) cannot be delayed until the *insured person* returns to his province or territory of residence.

"Ongoing Condition" means an acute *sickness* and/or *injury* that requires continuing care and/or treatment after the initial *emergency* has ended as determined by the Medical Director of *Global Excel*.

"Participant" means an employee or a member whom the *policyholder* identifies as being entitled to coverage under the *policy* and for whom the *policyholder* has paid the required premium.

"**Physician**" means a medical practitioner whose legal and professional standing within his or her jurisdiction is equivalent to that of a doctor of medicine (M.D.) licensed in Canada, who is duly licensed in the jurisdiction in which he or she practices, who prescribes drugs and/or performs surgery and who gives medical care within the scope of his or her licensed authority. A *physician* must be a person other than you or your immediate family member.

"**Policy**" means the group travel emergency medical insurance contract issued to, and on file with, the *policyholder*, bearing the *policy* number specified in the Schedule of Benefits.

"**Policyholder**" means the company or organization specified in the Schedule of Benefits and to which the *policy* is issued.

"**Reasonable and Customary Costs**" means costs that are incurred for approved, covered medical services or supplies that do not exceed the standard fee of other providers of similar standing in the same geographical area, for the same treatment of a similar *sickness* and/or *injury*.

"**Sickness**" means a disease or disorder of the body that results in loss while this coverage is in effect. The sickness must be sufficiently serious to prompt a reasonably prudent person to consult a physician for the purpose of medical treatment.

"**Spouse**" means the person to whom the *participant* is legally married or with whom he has been residing for the cohabitation period specified in the Schedule of Benefits.

"**Terminal Illness**" means you have a condition that is cause for the *physician* to estimate that you have less than six (6) months to live.

"**Termination Age**" means the age specified in the Schedule of Benefits at which the *participant's* coverage terminates. *Dependents* beyond the *termination age* may be covered provided that the *participant* has not yet reached the *termination age*.

"**Terrorism**" means an ideologically motivated unlawful act or acts, including but not limited to the use of violence or force or threat of violence or force, committed by or on behalf of any group(s), organization(s) or government(s) for the purpose of influencing any government and/or instilling fear in the public or a section of the public.

"**Trip**" means a journey that you undertake which commences on the date of your departure from your province or territory of residence and ends when you return to your province or territory of residence.

"**Vehicle**" means any automobile, station wagon, mini-van, sports utility vehicle (for on-road use), motorcycle, pick-up truck or a mobile home, camper truck or trailer home under 11 meters (36 feet in length), used exclusively for the transportation of passengers other than for hire, in which the *insured person* is a passenger or driver during the *trip*.

"**You**", "**Your**" and "**Insured Person**" mean any one of the *participant* or the *participant's dependents* covered under the *policy*.

SECTION VIII — CLAIMS

Notice and Proof of Claim

In the event that *Global Excel* is not contacted immediately, the *insured person*, or a beneficiary entitled to make a claim, or the agent of any of them, shall:

- a) give written notice of claim by delivery thereof or by sending it by registered mail to *Global Excel* not later than thirty (30) days from the date the claim arises under the *policy*;
- b) within ninety (90) days from the date a claim arises under the *policy*, furnish *Global Excel* such proof of claim as is reasonably possible in the circumstances of the *emergency* giving rise to the claim and the loss occasioned thereby, the right of the claimant to receive payment, his age and the age of the beneficiary, if relevant; and
- c) if required by *Global Excel*, provide a satisfactory certificate stating the cause for which the claim is made and the duration of the disability, if applicable.

Failure to Give Notice or Proof

Failure to give notice of claim or furnish proof of claim within the prescribed period above does not invalidate the claim if the notice or proof is given or furnished as soon as is reasonably possible, and in no event later than one (1) year from the date of *injury* or the date a claim arises under the *policy* on account of *sickness* if it is shown that it was not reasonably possible to give notice or furnish proof within the time so prescribed.

Insurer to Furnish Forms For Proof of Claim

Global Excel, on behalf of the *insurer*, shall furnish forms for proof of claim within fifteen (15) days after receiving notice of claim, but where the claimant has not received the forms within that time he may submit his proof of claim in the form of a written statement of the cause or nature of the *emergency* giving rise to the claim.

Claims Procedures

You are responsible for providing all the documents outlined below and for any charges levied for these documents. To file a claim, you must:

- a) include the *policy* number, the patient's name (married and maiden, if applicable), date of birth, and Canadian provincial or territorial *government health insurance plan* number with its expiry date or version code (if applicable);
- b) submit all original itemized bills from the medical provider(s) stating the patient's name, diagnosis, all dates and type of treatment, and the name of the medical facility and/or *physician*;
- c) provide the original prescription drug receipts (not cash receipts) from the pharmacist, *physician* or *hospital* showing the name of the prescribing *physician*, prescription number, name of preparation, date, quantity and total cost;
- d) provide proof of the departure date(s) and return date(s);
- e) provide written proof of claim within ninety (90) days of the date of receipt of services covered under the *policy*;
- f) provide additional information pertinent to your claim, as may be required by *Global Excel* after receipt of your claim;

- g) sign and return the authorization form, provided by *Global Excel*, allowing the *Insurer* to recover payment from the Canadian provincial or territorial *government health insurance plan*. The *Insurer* will coordinate and pay *your* claim to the participating medical providers and where permitted, coordinate claims directly with the Canadian provincial or territorial *government health insurance plan* on *your* behalf; and
- h) return the unused portion of *your* air ticket to *Global Excel* if the *Emergency Air Transportation* benefit is used.

All amounts in the plan are in Canadian currency unless otherwise indicated. If *you* have paid a covered expense in a currency other than Canadian currency, *you* will be reimbursed in Canadian currency at the prevailing rate of exchange on the date that the claim payment is made. This insurance will not pay interest.

Any information not provided may result in a delay in processing *your* claim.

All pertinent documents should be sent to:



GlobalExcel®

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of Global Excel Management Inc.

Global Excel Management Inc.
73 Queen St.
Sherbrooke, Québec
J1M 0C9

Tel.: 1-866-870-1898 (toll free) or (819) 566-1898 (collect) during business hours (EST).

PROTECTING YOUR PRIVACY

For privacy information, please see www.royalsunalliance.ca, or call 1-800-716-4339.

We at *etfs* recognize and respect every individual's right to privacy. When *you* apply for benefits, we establish a confidential file of *your* personal information. We use the information to administer the benefit plan under which *you* are covered. This includes many tasks, such as:

- Determining *your* eligibility for coverage under the plan;
- Assessing *your* claims and providing *you* with payment;
- Managing *your* claims;
- Verifying and auditing eligibility and claims; and
- Underwriting activities, such as determining the cost of the plan and analyzing the design options of the plan.

We limit access to information in *your* file to staff, to persons authorized by us who require it to perform their duties, to persons to whom *you* have granted access, and to persons authorized by law. We may also exchange information, when necessary to administer the benefit plan, with *your* health care provider, other insurance and reinsurance companies, and *your* plan administrator.

IDENTIFICATION OF INSURER

Underwritten by:



Administered by:



Viator™ Out-of-Province/Canada Group Travel Medical Emergency Insurance is underwritten by Royal & Sun Alliance Insurance Company of Canada and administered by Expert Travel Financial Security (E.T.F.S.) Inc. (called "etfs").

In the event of an occurrence likely to result in a claim under this insurance, immediate notice should be given to *Global Excel*.

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Power Workers' Union

Employees, Pensioners and Dependents



HEALTH AND DENTAL BENEFITS



Understanding Your Plan

Effective April 1, 2009



Power Workers' Union (PWU) Health and Dental Benefits

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PART ONE General

Background Information

As an eligible employee or pensioner of Ontario Power Generation (OPG), you and your dependents are covered by benefit plans for health and dental expenses. This brochure is a tool to help you understand your role and responsibilities in using these plans and the support you can expect from both OPG and the plan services administrator – The Great-West Life Assurance Company (GWL).

Coverage under this plan is intended to supplement that provided by government programs such as the Ontario Health Insurance Plan (OHIP). While the OPG plan provides coverage for a wide variety of items and services, not all items or services are covered. Those which are covered are all subject to reasonable and customary limits; for example, medication is reimbursed at wholesale price + 10%. This brochure does not list all reasonable and customary charges which may apply.

This brochure has two sections:

- ▶ PART ONE an overview with reference and contact information; and
- ▶ PART TWO a summary table that outlines coverage and requirements for extended health products and services.

Unless otherwise indicated, coverage as outlined in this document is effective April 1, 2009. The brochure is posted on the OPG Internal Web and on the OPG pensioner website.

Roles and Responsibilities

Employee/Pensioner

- Must ensure all their claims and those of their dependents are legitimate
- Must ensure their personal information for benefits purposes is kept up to date (for example: current name, address and phone number, removal/addition of dependents, spouse's employer/insurance information, employee representation: PWU/SOC/ MGMT Group, etc.)
- Review plan provisions PRIOR TO purchasing an item/ service to determine the level of coverage, if any
- Must obtain a prescription for items and services requiring a prescription **before** the items or services are purchased
- Where clarification on a provision is required, contact GWL **prior to** purchasing an item/service

The Great-West Life Assurance Company (GWL)

- Provides administration services for the OPG Health and Dental Benefits plan (**Plan Number 55502**)
- Responds to inquiries from employees/pensioners/ eligible dependents on questions related to benefits coverage

OPG Benefits Department

- Communicates details of benefits coverage and related processes to employees/pensioners/ dependents
- Provides interpretation, support and advice on benefits provisions

Local OPG Human Resources Offices

- Provide OPG plan information and forms to employees
- Process enrollment forms and changes to personal information for employees for benefits purposes

OPG Pensioner Services

- Answer questions regarding OPG pensioner benefits coverage
- Assist pensioners with changes to their personal information for benefits purposes
- Provide copies of claim forms and brochures

Contact Information

Employees

Employee Service Centre	Telephone Number	Fax Number	Toll Free Number
Corporate	416-592-8888 or Internal Access: 400-8888 Email: ESC PAY SERVICE- HMN RSRCS	416-592-7539	1-888-314-4421
Hydroelectric and Thermal locations	Contact your local OPG HR or Head Office ESC (see Corporate above)		
Darlington	905-623-6670 Ext 7300 or Internal Access: 703-7300	HR: 905-697-7540 or Internal Access: 703-7540 Payroll: 905-697-7360 or Internal Access: 703-7360	1-800-263-8009 Ext 7300
Pickering	905-839-1151 Ext 6660 or Internal Access: 701-6660	905-837-3959	N/A
Employees on LTD	416-592-8892	416-592-3832	N/A

Pensioners

OPG Pensioner Services

Phone: 416-592-7300 or Toll Free 1-877-550-3888
 Email: pensionerservice@opg.com
 Website: <https://pensioners.opg.com>

The Great-West Life Assurance Company

London Benefit Payments Office
 255 Dufferin Avenue
 London, ON N6A 4K1
 Toll Free 1-800-318-6098
 TTY 1-800-990-6654

Hours for inquiries: 8:00 am to 7:00 pm - Monday to Friday excluding statutory holidays.

Messages may be left after 7:00 pm, and all calls will be returned the following business day.

GWL Online Services www.greatwestlife.com

GWL Online Services is a Great-West Life website that OPG plan members may use to access information about benefits. Members are also able to track claims and payments.

Coverage Under the Plan

Coverage is provided at no cost to: employees, pensioners and beneficiaries and their qualified spouses, children and other dependents.

Employees

Are defined as:

- Probationary employees
- Regular employees
- Employees on Long-Term Disability (LTD)

NOTE

- Coverage commences on the first day worked and ceases immediately upon termination
- If both qualified spouses are either employees or pensioners of OPG and are eligible for OPG health and dental benefits, they can elect to do one of the following:
 - 1) To enroll with family coverage and designate one as the "Plan Member" ["Subscriber"] and the other as the "Qualified Spouse"
 - 2) If there are no qualified children, to each enroll individually as a Plan Member with single coverage
 - 3) If there are qualified children, to each enroll individually as a Plan Member without spouses but with family coverage to the extent that the children can only be enrolled as a qualified dependent under one Plan Member only.

Eligible Plan Members can revise their enrollment elections not more than once every 12 months.

Pensioners, beneficiaries and their qualified dependents

- Employees who are eligible to retire as of their last day of employment and go from employee to OPG pensioner WITHOUT a break in service and WITHOUT commuting any portion of their pension entitlement, and who had health and dental coverage while employed, continue to receive health and dental benefits during their retirement
- Former employees who:
 - had a minimum of 25 years of continuous service with Ontario Power Generation as of the date of terminating employment AND
 - were entitled to health and dental benefits while employed AND
 - deferred all or some (i.e. commuted only a portion) of their pension entitlement in the OPG Pension Plan, are eligible to receive health and dental benefits upon retirement on an OPG pension
- Employees who had health and dental coverage while employed and opt to commute all of their OPG pension entitlement, are not eligible to receive health and dental benefits after terminating employment, regardless of years of service

NOTE

- Qualified pensioners are entitled to the current health and dental benefits provided to the employee group they belonged to at the time of retirement
- Qualified beneficiaries and dependents who are in receipt of a survivor's pension, are entitled to the current health and dental benefits provided to the employee group the pension plan member belonged to prior to death or retirement
- Effective April 1, 2006 a qualified beneficiary in receipt of a survivor's pension cannot enroll a new spouse for health and dental benefits after this date
- Any dependent child of the survivor spouse would be entitled to OPG Health and Dental plan benefits until the child's eligibility would normally cease under the plan (i.e. age 19, or 24 if unmarried, unemployed and attending school full time)



Coverage Under the Plan

Qualified dependents

Qualified spouse:

- The person legally married to the employee/pensioner
- The person who is publicly represented by the employee/pensioner as their spouse
- Same sex partner

NOTE

- At any one time, only one person is considered a qualified spouse of an employee or pensioner. In the event that an employee/pensioner takes up residence with an individual and publicly represents that individual as their spouse, the spousal status of any other individual is automatically terminated. An individual who fails or ceases to meet the criteria specified as eligible spouse is immediately rendered ineligible as a qualified spouse
- Divorced spouses cannot be covered under the OPG Health and Dental plan

Qualified children:

- Any child of the employee/pensioner or their spouse and legally adopted children who are:
 - Unmarried AND
 - Unemployed AND
 - Attending school full time up to and including 23 years of age

NOTE

- Benefits coverage ceases as of the child's 24th birthday or if any of the other above criteria are not satisfied
- Where one spouse is covered by a benefits plan other than OPG's, the spouse whose birth date is earliest in the year (regardless of their age) must claim the eligible children on their plan first. Following initial reimbursement, any unpaid portion can later be claimed on the other spouse's plan up to its maximum

- Children of any age who are dependent for financial support on the employee/pensioner or their spouse because of physical or mental infirmity are also included for coverage, provided the infirmity commenced while the child otherwise met the definition of an eligible child as outlined above. Coverage will continue as long as the child remains continuously dependent for financial support on the employee/pensioner or their spouse because of physical or mental infirmity. Based on information provided by the employee/pensioner/spouse, OPG will determine the eligibility of physically or mentally infirm dependent children as eligible dependents and will furnish written proof with instructions for GWL to continue coverage

Other qualified dependents:

A child to whom the employee stands in the position of a parent for purposes of the Income Tax Act, the Divorce Act or the Family Law Act. This may include: niece, nephew or grandchild of the employee/pensioner or their spouse. These dependents are covered only if the following conditions are met and supported by the evidence as outlined:

- The child is under age 19 AND
- The child is a resident in Canada and living with the employee/pensioner AND
- The child is fully dependent for support (i.e. food and shelter) on the employee/pensioner or spouse AND
- The child has a personal income of less than the Basic Personal Amount under the Income Tax Act

NOTE

- For all of the above situations, the employee/pensioner MUST provide the following evidence attached to their enrollment form:
 - A court order giving the employee/pensioner FULL custody (joint custody is not acceptable) OR
 - A signed affidavit, witnessed by a notary public, confirming the above conditions in accordance with the Income Tax Act

Coverage Under the Plan

Coverage may be purchased by:

Temporary Employees

- Temporary employees may purchase Single or Family, Extended Health and Semi-Private Benefits coverage (excluding Dental Benefits)
- Coverage for temporary employees will commence on the first day of the month following purchase of the benefit and will cease on the last day of the month for which benefits were purchased
- Rates for the purchase are posted on the OPG Internal Web and are available from the local OPG Human Resources Office or Employee Service Centre (ESC)

Regular Part-Time Employees (includes employees in job-sharing arrangements)

- Regular part-time employees may purchase Single or Family, Extended Health, Semi-Private and/or Dental Benefits
- Purchase of these benefits is on a pro-rated basis

- The pro-ration formula is based on the hours worked, expressed as a percentage of the normal scheduled number of hours for the classification. For example:
 - Employee works 21 hours/week (i.e. 3 days at 7 hours/day) in a classification where the normal scheduled hours are 35 hours/week
 - The employee will be billed for 40% of the cost of the Health and Dental plan but will receive 100% coverage under the plan
 - If the employee elects not to pay this cost, NO coverage is provided

NOTE

- Reference to employee/pensioner throughout the following also includes qualified dependents/beneficiaries

Co-ordination of Benefits

In order to maximize their potential reimbursement and minimize the employer's cost, where both spouses have coverage through different employers, they must co-ordinate their claims through both insurers:

- The OPG employee submits their own claim to the OPG plan first. If the full amount of the claim is not covered, the remainder can then be submitted to the plan of the employee's spouse
- Likewise, a spouse of an OPG employee must submit their own claims to their insurance company first and if the full amount is not covered under that plan, the remainder may be submitted under the OPG plan
- For both the OPG plan and the benefit plan of the employee's spouse, benefits are limited to the maximum of the reasonable and customary limits
- The spouse whose birth date is earliest in the year (regardless of their age) must claim the eligible children on their plan first. Following initial reimbursement, any unpaid portion can later be claimed on the other spouse's plan up to its maximum



Right to receive and release necessary information

For the purposes of determining the applicability of the OPG plan Co-ordination of Benefits provision and implementing its terms, or those of any similar provision in any similar plans, GWL, without the consent of, or notice to, any person, may release to or obtain from any insurance company, organization, or person, any information, with respect to any person, which GWL deems to be necessary for such purposes. Any person claiming benefits under the OPG plan shall furnish to GWL the information as may be necessary to implement this provision.

Submitting Claims



Claims

To claim for health and dental benefits under the OPG plan for items and services requiring a prescription, the prescription must be obtained **before** the items or services are purchased. The employee/pensioner purchases the item or service first and then submits a claim and is reimbursed for the reasonable and customary cost of the item or service up to the prescribed limits of the OPG plan. Refer to the “Reasonable and Customary Limits” section of this brochure. Where clarification on a provision is required, it is recommended the employee/pensioner contact GWL **prior to** purchasing an item/service, to determine the level of coverage, if any, up to the prescribed limits of the OPG plan.

Claims can be made in 2 ways:

- **Electronic** – for medication, dental (depending on the Dentist)
- **Paper** – for medication, extended health, dental, visit the OPG Internal Web or the pensioner website

NOTE

- Employees/pensioners who claim medication items electronically (i.e. using the OPG Drug Card) are not required to pay for the item first. As long as the item is listed on the OPG Drug Formulary, GWL will pay the pharmacy directly for medication items claimed electronically
- Pharmacies or service providers may charge over and above the reasonable and customary cost for an item or service. Any charge over the reasonable and customary charge, is the sole responsibility of the employee/pensioner

Electronic claims - medication only

- All eligible employees/pensioners are issued an OPG Drug Card for purposes of purchasing medication
- For single coverage – 1 card is issued
- For family coverage – 2 cards (maximum) are issued (If more than 2 cards are required, a photocopy of the information on the front of the card is sufficient.)
- To purchase medication electronically, present the OPG Drug Card and prescription to the Pharmacist

Paper claims – medication, extended health benefits, dental

- Paper claims for medication must be RECEIVED by GWL during the months of April and October ONLY
- All claim forms must be completed in their entirety and all pertinent documentation enclosed:
 - for medication (including over-the-counter products), the Official Prescription Receipt
 - for non-medication items, the original copy of the prescription and cash register or applicable receipt
- Paper claims require 7-10 days from time of receipt by GWL for processing
- Where all required information is received by GWL, reimbursement will be provided as soon as possible
- The mailing address for claims submission is printed on the top of the claim form

Submitting Claims

NOTE

- For the following items ONLY – paper claims will be accepted by GWL during any month of the year: claims for non-medication items, claims for fertility drugs, co-ordination of benefit claims, claims for reimbursement of the \$100 Ontario Drug Benefit (ODB) deductible
- Claim forms are two sided – one side is for health claims ONLY – the other side is for dental claims ONLY
- Please use two separate forms if claiming for both health benefits AND dental benefits
- **Employees are responsible for ensuring they allow sufficient time when mailing paper claims for medications to GWL to RECEIVE the information during the months of April and October**
- Paper claims for medication received by GWL during any other month will be assessed during the next paper drug claim window
- Paper claims for all non-medication items may be submitted during any month of the year
- For items and services requiring a prescription, the prescription must be obtained **before** the item or service is purchased

Right of recovery

If at any time, payments have been made by GWL with respect to allowable expenses, and such payments are in excess of the eligible amount, GWL shall have the right to recover such payments, to the extent of the excess, from any persons, insurance companies or any other organization to whom such payments were made.



Claim forms

Employees

Forms are available on the OPG Internal Web (HR/ Benefits/Forms and Templates) OR

Employee Service Centre

CORPORATE

Phone: 416-592-8888 or
Internal Access: 400-8888
Fax: 416-592-7539
Toll Free: 1-888-314-4421

HYDROELECTRIC AND THERMAL

Contact your local OPG HR or Head Office ESC
(see Corporate above)

DARLINGTON

Phone: 905-623-6670 Ext 7300 or
Internal Access: 703-7300
Fax: **HR:** 905-697-7540
Internal Access: 703-7540
Payroll: 905-697-7360 or
Internal Access: 703-7360
Toll Free: 1-800-263-8009 Ext 7300

PICKERING

Phone: 905-839-1151 Ext 6660 or
Internal Access: 701-6660
Local OPG HR Office
Fax: 905-837-3959
Toll Free: N/A

EMPLOYEES ON LTD

Phone: 416-592-8892
Fax: 416-592-3832
Toll Free: N/A

Pensioners

GWL provides a blank claim form with each reimbursed claim. Also, claim forms are available from:

The Great-West Life Assurance Company

Toll Free: 1-800-318-6098
TTY: 1-800-990-6654
GWL Online Services: www.greatwestlife.com
OR

OPG Pensioner Services

Phone: 416-592-7300
Toll Free: 1-877-550-3888
Email: pensionerservice@opg.com
Website: <https://pensioners.opg.com>

Definitions

Attending physician

An individual who legally engages in the practice of medicine and/or surgery by virtue of a license issued by the duly constituted licensing authority of the jurisdiction in which treatment is provided.

Calendar year

A period of time, commencing January 1 and ending December 31 or any other shorter period of time falling between those dates, during which the OPG plan is effective.

Chronic care hospital/Complex continuing care hospital

A facility which is so designated in the Ontario Health Services Insurance Act.

Co-insurance percentage

The portion of the covered expenses which are reimbursed to the employee/pensioner.

Convalescent hospital

An extended care facility, such as a special wing or ward of a hospital, which has a transfer agreement with the hospital.

Dentist

An individual duly qualified and legally licensed to practice dentistry, provided they render a service within the scope of their license.

Denturist

An individual duly qualified and legally licensed to perform the services rendered, provided they render the service within the scope of their license.

Dispensing fee

Dispensing fees are the amount charged by the pharmacy for filling a prescription. This fee is separate from the cost of the drug itself.

Hospital

An institution accredited as a hospital under a provincial hospital services program, or approved for resident in-patient care under a provincial hospital services program, or a facility that provides complex continuing care (CCC) of a type that has been historically provided by hospitals.

This does NOT include: sanatoriums, mental hospitals, nursing homes, facilities for the care of the aged, institutions primarily operated as schools, institutions whose primary function is to furnish domiciliary or custodial care, except to the extent that the facility provides CCC of a type that has been provided historically by hospitals. The definition of hospital does not include hospitals outside of Canada.

Orthodontist

A Dentist duly certified to practice orthodontics.

Registered nurse

A person who is registered as a nurse under the Health Disciplines Act or licensed in the jurisdiction in which their professional services are rendered to the employee/pensioner/dependent to provide services equivalent to those which are provided by a Registered Nurse in Ontario.

Extended Health Benefits

Medications

- Medications covered are those listed on the OPG Drug Formulary. Visit the OPG Internal Web or the pensioner website
- Pensioners may contact GWL or OPG Pensioner Services to obtain information about medications covered by OPG

Prescription medication

- Prescription medication requires a prescription by law and must be dispensed by a pharmacist
- Employees may obtain medication to cover the current month, plus 2 additional months for a total of 3 months
- Pensioners may obtain medication to cover the current month, plus 7 additional months for a total of 8 months
- Please note, this may differ from the amounts allowed under the Ontario Drug Benefit (ODB) Program
- Reasonable and Customary Limit for prescription medication is wholesale price +10% (plus the dispensing fee where appropriate). Pharmacies may charge additional amounts over this limit – if so, the additional amount is the sole responsibility of the employee/pensioner

Generic substitutes

- Where a brand name prescription medication exists with a generic substitute, unless the Attending Physician specifies “No Substitutes” on the prescription, the generic brand is automatically substituted for the brand name medication
- If an employee/pensioner wants the brand name medication, the difference between the cost of the brand name medication and cost of the generic substitute is the sole responsibility of the employee/pensioner



Over-the-counter (OTC) products

- Only those OTC products listed on the OPG Drug Formulary are covered – visit the OPG Internal Web or the pensioner website
- Dispensing Fees for these products are capped at \$6.11 per prescription
- To claim for these products, the employee/pensioner must obtain a prescription from their Attending Physician
- Employees/pensioners may either: have the Pharmacist submit the claim electronically, OR submit a paper claim to GWL for reimbursement (during the months of April and October only)
- For paper claims: the employee/pensioner must provide the Official Prescription Receipt

Reasonable and Customary Limits

- Every item/service covered by the OPG plan has associated with it a reasonable and customary limit which is established by the insurance industry
- Employees/pensioners may contact GWL toll free at 1-800-318-6098 to obtain information on reasonable and customary limits for any item/service covered by the OPG plan
- Reasonable and customary limits can be defined as:
 - Charges for services and supplies at the level usually required based on the nature and severity of the case being treated
 - For services: in accordance with the official fee schedule in the area (province), or in accordance with representative fee practices and tariffs where there is no such fee schedule
 - For supplies: in accordance with representative prices in the area (province)
- Medical services or supplies are considered reasonably necessary when they:
 - are ordered by the Attending Physician AND
 - are commonly and customarily recognized throughout the Attending Physician's profession as appropriate in the treatment of the patient's diagnosed sickness, injury or condition
- Any amount in excess of the reasonable and customary limit is NOT covered by the OPG plan and is the sole responsibility of the employee/pensioner
- In addition to reasonable and customary limits for an item/service, under the OPG plan, there may also be a negotiated limit or maximum for an item/service

Preferred Vision Services (PVS) - Vision and Hearing Aids

- Employees with coverage under the OPG plan have the option of using PVS which is a national network of preferred vision care and hearing aid providers, subject to its availability
- PVS offers discounts of up to 20% towards the purchase of eyeglasses and/or contact lenses and up to 10% towards the purchase of hearing aids
- Prior to making a purchase, individuals covered by the OPG plan should provide their OPG Drug Card to the provider and should inquire about possible discounts
- More information about PVS is available by contacting 1-800-668-6444 or by visiting www.pvs.ca

Ontario Drug Benefit (ODB) Program

*Pensioners Only

Program	Amount	Time of Year	Refunded by OPG Plan
Ontario Drug Benefit (ODB) Program	Flat Rate: \$100.00/ calendar year	Commences in August of each year until the maximum amount is reached	Yes - see below

- *Pensioners living in Ontario who are age 65 and older, are covered for most medications under the ODB Program, which is sponsored by the provincial government
- Once the expense for the ODB deductible has been incurred, a paper claim may be filed with GWL to claim the \$100.00 deductible, and any dispensing fee up to \$6.11 for over-the-counter products for items covered under the ODB Program

NOTE

- While drugs covered by the ODB Program are not reimbursed under the OPG plan, pensioners living outside Ontario who are age 65 or older and eligible for OPG drug benefits are also entitled to claim the first \$100.00 per year and the payment for dispensing fees up to \$6.11 for OTCs normally covered by the ODB Program
- To file such a claim, follow the process for paper claims as outlined under "Submitting Claims" on page 10

Dental Benefits

- All dental codes covered are subject to the restrictions (both on fees to be charged and specific work to be done) as outlined in the current Ontario Dental Association (ODA) Suggested Fee Guide for General Practitioners
- Dentists may charge additional amounts over this limit – if so, the additional amount is the sole responsibility of the employee/pensioner
- Charges are deemed to have been incurred on the date the services were completed
- Fees for specialists will be considered up to the ODA fee amount for a General Practitioner if applicable
- Only those dental codes titled “Current ODA Codes Covered” (visit the OPG Internal Web or the pensioner website) are covered by the OPG plan
- Dental codes are divided into 2 categories:
 - Class A Services – covered at 100%
 - Class B Services – covered at 85%
- Orthodontic Services – covered at 75%
- The codes for Preventive Services (i.e. scaling/polishing/recall) are covered once every 9 months
- Dental Lab Fees are covered up to 60% of the ODA suggested amount for General Practitioners for the related dental procedure



- Predeterminations are valid for 6 months
- Employees/pensioners are solely responsible for any amount charged by their Dentist over and above what the OPG plan reimburses, where:
 - the employee did not get a predetermination for work of \$600.00 or more
 - OR
 - the employee commenced treatment, prior to receiving information from GWL indicating the extent of coverage for the treatment

Dental predetermination

- **Predeterminations are strongly suggested for dental work of \$600.00 or more**
- Predeterminations are treatment plans, submitted by the dentist before the work commences, and may include such items as photographs, X-rays, dental models, etc.
- Submission of a predetermination provides the employee/pensioner with the opportunity to determine the extent of reimbursement that will be provided before the work is actually carried out
- GWL will advise the employee/pensioner, before the work commences, of the amount that will be reimbursed

Least expensive alternative

Where, according to customary dental practices, two or more services listed (on the OPG Internal Web or the pensioner website) are separately suitable for the dental care of a specific condition, and if a charge is actually incurred for one of such services, only the least expensive of the two alternatives will be reimbursed, based on adjudication by GWL.

Dental Benefits

Dental implants

Dental implants are on the list of covered dental codes, but coverage will be limited to “Least Expensive Alternative” reimbursement.

This means only the lowest cost of the alternative services will be reimbursed, and if you have dental implant treatment, rather than a cheaper alternative, only a portion of the cost may be covered.

Denturists

- Fees (including lab fees) will be reimbursed, under the Denturist Fee Guide, for full upper and/or lower dentures at 85% once every 3 calendar years
- The fee for construction of full upper and/or lower dentures by a Denture Therapist/Denturist includes lab fees as set out in the Denturist Fee Guide. As such, separate lab fees are considered to be included in the allowable fees and are not reimbursed

Dental treatment – accidents

Dental treatment for the restoration of an area damaged as the result of an accident that occurs while the OPG plan is in effect are covered as long as treatment commences within 90 days of the accident.

NOTE

- Repair or replacement of artificial teeth is not covered
- No reimbursement will occur on charges for treatment performed after the 365th day following the accident or after termination of coverage, whichever is the earliest
- Claims for dental treatments as a result of an accident, must be completed using the Health Claim, not Dental Claim, form

Orthodontic benefits

The following Orthodontic services are covered under the OPG plan at 75% co-insurance to a maximum of \$4,000 per person per lifetime:

- Consultations
- Pretreatment Diagnostic Services
 - Diagnostic models
 - X-Rays
 - Cephalometric work-up
- Preventive and Interceptive Orthodontics (including Appliances and Maintenance)
 - Habit inhibiting
 - Space regaining
 - Space maintenance
 - Cross bite correction
 - Dental arch expansion
- Corrective Orthodontics
 - Removable and fixed appliance therapy
 - Retention
- Prior to the commencement of treatment, a treatment plan must be submitted by the Dentist to GWL
- The treatment plan must include the following:
 - A classification of the malocclusion or malposition
 - Recommendation and description of the necessary treatment by orthodontic procedures
 - Estimation of the duration over which the treatment will be completed
 - Estimation of the total charge for such treatment
 - Cephalometric x-rays, study models and other supporting evidence as GWL may reasonably require
- GWL will advise the employee/pensioner of the amount eligible for reimbursement under the OPG plan, prior to commencement of treatment
- The total eligible charges scheduled to be made in accordance with an Orthodontic Treatment Plan are made in monthly installments
- For the first month of treatment, the lesser of the initial fee OR 25% of the total estimated cost for orthodontic treatment will be paid

Dental Benefits



- The rest is paid over a period of time equal to the estimated duration of the Orthodontic Treatment Plan
- The first installment is considered to occur on the date on which the orthodontic appliance is first inserted, and subsequent installments are considered to occur each month thereafter
- Acceptable claims for reimbursement include the following:
 - A claim form submitted by the employee with the receipt attached
 - A claim form submitted by the orthodontist indicating “monthly orthodontic fee” and indicating the charge for same
- If an employee’s coverage under the OPG Health and Dental plan ceases, ongoing orthodontic benefits will continue until the end of the month in which employment terminates

NOTE

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Treatment Plans for eligible dependents must be fully completed prior to the eligible dependent’s 24th birthday in order to receive reimbursement

Benefits Coverage Outside of Ontario



Employees – working for OPG outside of Ontario

- OPG provides special health and dental coverage for OPG employees who are working outside of Ontario
- Further information on this coverage may be obtained by contacting your local OPG Human Resources Office

Out-of-province/country medical emergency coverage - personal travel

- Coverage is provided to employees and available to pensioners through a different travel insurance provider. Information is available on the OPG Internal Web (Benefits/PWU/Health and Dental Benefits/Travel Coverage/Personal Travel Coverage).

NOTE

There is no coverage for emergency out-of-province/country medical assistance for personal travel under the OPG Health and Dental plan number 55502 with Great-West Life.

Under Plan 55502 Extended Health and Dental Benefits as outlined in this brochure are provided outside of Ontario under the following conditions:

- All of the same terms, conditions, restrictions and limits as if the benefit was being purchased in Ontario
- At a rate NOT greater than the rate the benefit would be provided at in Ontario
- For any dental procedure, a complete written description of the procedure must be obtained
- Money payable under the OPG plan will be paid in Canadian dollars regardless of where the item/service was purchased
- The foreign exchange rate will be the rate in effect on the date the charges for services are incurred while in the foreign location
- Any charges in excess of the specified limits or restrictions are the sole responsibility of the individual covered by the OPG plan

NOTE

- Any coverage normally provided by the Ontario Health Insurance Plan (OHIP), the Ontario Drug Benefit (ODB) Program, the Assistive Devices Program (ADP), the Workplace Safety and Insurance Board (WSIB), or any other government agency may be covered by that plan, program or agency but are NOT covered by the OPG plan
- Individuals covered by the OPG plan should contact the government agency or their Attending Physician directly to determine their level of coverage and any restrictions

Excluded Charges

The following are NOT covered by the OPG Health and Dental plan:

- Any items/services NOT specifically listed
- Charges incurred while coverage is not in effect
- Services or supplies normally paid through any provincial hospital plan, any provincial medical plan, Workplace Safety and Insurance Board (WSIB), other government agencies or any other sources
- The portion of any charge for any service or supply, in excess of the reasonable and customary limits
- Charges for unnecessary services and supplies for medical care of the patient's sickness, injury or condition
- Coverage of tuberculosis and/or mental illness when patient is confined to a special institution for treatment
- Rest cures, travel for health reasons or insurance examinations
- Charges for a dental procedure for which an active appliance was installed before the patient was covered
- Cosmetic dentistry or services otherwise not reasonably necessary or customarily performed, for the dental care of the covered individual
- Charges in excess of the amount shown in the Ontario Dental Association Suggested Fee Guide for General Practitioners
- Dental services paid through any other sources such as a government agency or any other insurer
- Attending Physician or Dentist's notes
- Charges by Doctors or Dentists for missed/cancelled appointments
- Delivery or transportation charges for items/services unless coverage is specifically indicated
- Mileage/travel time/travel expenses for attending medical appointments
- Coverage for non-OHIP substance abuse treatment programs

PART TWO Extended Health Benefits Table

Using the Table

The following table outlines coverage for Extended Health Benefits under the OPG plan

- The first column lists all of the Extended Health Benefits **Alphabetically By Name**

- The second column provides a description of the level of coverage provided under the OPG plan

- The third column provides further information about the benefit and also provides information of specific requirements for reimbursement

At the bottom of each page there are FOOTNOTES which provide further information on the Benefits covered, and outline the general requirements to ensure reimbursement. They include:

- For items and services requiring a prescription, the prescription must be obtained **before** the item or service is purchased
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- All items/services are subject to reasonable and customary limits
- *All service providers must be licensed, certified, registered and/or qualified, within the scope of their profession and by the jurisdiction in which they are practicing
- Government coverage (e.g. OHIP, ADP, etc.) is subject to change without prior notice

In order to ensure you understand what is eligible for reimbursement, for each item/service please refer to: Part One of the brochure; columns 1, 2 and 3 of Part Two; and the footnotes before purchasing the item/service.

EXTENDED HEALTH BENEFITS TABLE

ITEM	LEVEL OF COVERAGE	REQUIREMENTS/COMMENTS
*ACUPUNCTURISTS		<ul style="list-style-type: none"> Refer to PARAMEDICAL SERVICES
AERO CHAMBERS		<ul style="list-style-type: none"> Refer to RESPIRATORY DEVICES
AMBULANCE SERVICES	<p>Coverage provided for the portion not covered by a government agency</p> <p>NOT COVERED – no costs are reimbursed if a government agency does not provide coverage</p>	<ul style="list-style-type: none"> REQUIRES – for Air Ambulance Services ONLY written prescription by the *Attending Physician, detailing the condition and medical necessity for the provision Professional ambulance services will be paid to the nearest facility competent to care for the individual when the service is paid for in part by a government plan or agency (e.g. OHIP)
ARCH SUPPORTS		<ul style="list-style-type: none"> Refer to ORTHOTICS
ARTIFICIAL LIMB OR EYE		<ul style="list-style-type: none"> REQUIRES – written prescription by the *Attending Physician Assistance must be sought through the Assistive Devices Program (ADP) first
BACK BRACE		<ul style="list-style-type: none"> Refer to LUMBO-SACRAL SUPPORT BELT
BACK SUPPORT		<ul style="list-style-type: none"> Refer to OBUS FORM®
BEDS		<ul style="list-style-type: none"> Refer to HOSPITAL BEDS – MANUAL
BLOOD AND BLOOD PRODUCTS	<p>Reasonable and customary limits will be paid where the service is not paid for or provided by a government department or agency (e.g. OHIP, WSIB)</p>	<ul style="list-style-type: none"> REQUIRES – written prescription by the *Attending Physician
BLOOD PRESSURE KITS	<p>Maximum of 1 per person every 3 calendar years</p>	<ul style="list-style-type: none"> REQUIRES – written prescription by the *Attending Physician
BOOTS – CUSTOM MADE		<ul style="list-style-type: none"> Refer to FOOTWEAR
BRACES (neoprene supports, support bands, rib supports)	<p>Purchase/repair/replacement as determined by GWL</p>	<ul style="list-style-type: none"> REQUIRES – written prescription by the *Attending Physician, detailing the condition Braces are defined as devices used to hold a body part in a properly aligned position
BREAST PROSTHESIS – EXTERNAL	<p>The amount not covered by the Assistive Devices Program (ADP), once per person every 2 calendar years</p>	<ul style="list-style-type: none"> REQUIRES – written prescription by the *Attending Physician For use following mastectomies, includes coverage for up to 3 brassieres per year
BREATHE EASY® STRIPS		<ul style="list-style-type: none"> REQUIRES – written prescription by the *Attending Physician Claim electronically using the OPG Drug Card

- For items and services requiring a prescription, the prescription must be obtained **before** the item or service is purchased
- Items/services NOT listed are NOT covered
- GWL reserves the right to request further information (this may include but is not limited to a statement from the *Attending Physician detailing the condition being treated, the medical necessity for the provision and an estimate of the duration of need), prior to reimbursement of any claim

- *All service providers must be licensed, certified, registered and/or qualified, within the scope of their profession and by the jurisdiction in which they are practicing
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EXTENDED HEALTH BENEFITS TABLE

ITEM	LEVEL OF COVERAGE	REQUIREMENTS/COMMENTS
BREATHE RIGHT® STRIPS		<ul style="list-style-type: none"> • REQUIRES – written prescription by the *Attending Physician • Claim electronically using the OPG Drug Card
CANE	Purchase/replacement as determined by GWL	<ul style="list-style-type: none"> • REQUIRES – written prescription by the *Attending Physician
CASTS (plastic, fiberglass, air)	Purchase/replacement as determined by GWL	
CATHETERS	Covered as submitted	<ul style="list-style-type: none"> • Assistance is available through the Assistive Devices Program (ADP) when these are in use with an ostomy
CERVICAL COLLARS		<ul style="list-style-type: none"> • REQUIRES – written prescription by the *Attending Physician
CERVICAL PILLOWS	Maximum of 1 per person per calendar year	<ul style="list-style-type: none"> • REQUIRES – written prescription by the *Attending Physician (not a Chiropractor)
*CHIROPODISTS		<ul style="list-style-type: none"> • Refer to *PODIATRISTS/CHIROPODISTS
*CHIROPRACTICS Includes X-rays	Maximum of \$700 per person per calendar year, when in excess of OHIP	<ul style="list-style-type: none"> • *Chiropractor must be duly licensed • Claims are paid on a per visit basis for charges in excess of what OHIP allows/pays
CHRONIC CARE HOSPITAL		<ul style="list-style-type: none"> • Refer to HOSPITAL
*CLINICAL ECOLOGISTS		<ul style="list-style-type: none"> • Refer to PARAMEDICAL SERVICES
COMPRESSORS		<ul style="list-style-type: none"> • Refer to RESPIRATORY DEVICES
CONTACT LENSES		<ul style="list-style-type: none"> • Refer to VISION CARE
CONVALESCENT/REHABILITATIVE HOSPITAL		<ul style="list-style-type: none"> • Refer to HOSPITAL
CPAP MACHINES		<ul style="list-style-type: none"> • Refer to RESPIRATORY DEVICES
CRUTCHES	Purchase/rental as determined by GWL	<ul style="list-style-type: none"> • REQUIRES – written prescription by the *Attending Physician
CUSTOM MADE BOOTS/SHOES		<ul style="list-style-type: none"> • Refer to FOOTWEAR
DIABETIC SUPPLIES Includes: needles, syringes, dextrosticks, glucosticks, autolets, autoclicks, lancets, preci-jet guns, insulin pumps, necessary hardware, blood glucose meters (glucometers)		<ul style="list-style-type: none"> • REQUIRES – written prescription by the *Attending Physician • NOTE – patient does not need to be insulin dependent to be eligible for a blood glucose meter • Replacement of a blood glucose meter, preci-jet gun, insulin pump and necessary hardware, are eligible once every 3 calendar years

- For items and services requiring a prescription, the prescription must be obtained **before** the item or service is purchased
- Items/services NOT listed are NOT covered
- GWL reserves the right to request further information (this may include but is not limited to a statement from the *Attending Physician detailing the condition being treated, the medical necessity for the provision and an estimate of the duration of need), prior to reimbursement of any claim

- *All service providers must be licensed, certified, registered and/or qualified, within the scope of their profession and by the jurisdiction in which they are practicing
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EXTENDED HEALTH BENEFITS TABLE

ITEM	LEVEL OF COVERAGE	REQUIREMENTS/COMMENTS
DIAGNOSTIC SERVICES		<ul style="list-style-type: none"> Refer to LABORATORY TESTS
DUROLANE®		<ul style="list-style-type: none"> Refer to SYNVISC®
ENSURE®		<ul style="list-style-type: none"> Refer to FOOD SUPPLEMENTS
EXTRA DEPTH SHOES		<ul style="list-style-type: none"> Refer to FOOTWEAR
EYE EXAMINATIONS		<ul style="list-style-type: none"> Refer to VISION CARE
EYE GLASSES		<ul style="list-style-type: none"> Refer to VISION CARE
FERTILITY DRUGS AND PROCEDURES	<p>Up to 12 months or a maximum cost of \$5,000, whichever comes first, per lifetime</p> <p>Effective April 1, 2009, includes cost of drugs and payments made to an *Attending Physician for in-vitro fertilization (IVF) services</p>	<ul style="list-style-type: none"> REQUIRES – written prescription by the *Attending Physician, detailing the condition and the medical necessity for the provision Covers only drugs on the OPG drug formulary For these items ONLY – paper claims must be submitted and will be accepted during any month of the year
FOOD SUPPLEMENTS	<p>Nutramigen® – for children only</p> <p>Ensure® or Boost® – for very sick adults</p>	<ul style="list-style-type: none"> REQUIRES – written prescription by the *Attending Physician, detailing the condition and the medical necessity for the provision
FOOTWEAR (See Appendix 1) Custom Made Boots/Shoes	<p>2 pairs per person per calendar year AND</p> <p>Required adjustments/modifications to same</p> <p>Limit \$1,200 per pair</p>	<ul style="list-style-type: none"> REQUIRES – initial written prescription from an *Orthopedic Surgeon, *Podiatrist, *Chiropodist or *General Medical Practitioner detailing the condition being treated and the medical necessity for the provision (See Appendix 1) Subsequent prescriptions can be provided by the *Attending Physician Reimbursement will be provided for custom made boots/shoes OR stock item footwear and adjustments/modifications (if required) but NOT for both
Stock Item Footwear	<p>2 pairs per person per calendar year AND</p> <p>Adjustments/modifications to same, if required</p> <p>NOT COVERED – orthopedic winter boots, sandals and comfort shoes such as Reebok®, Nike®, Rockport®, or Mephisto® (See Appendix 1)</p> <p>Limit \$500 per pair</p>	<ul style="list-style-type: none"> REQUIRES – initial written prescription from an *Orthopedic Surgeon, *Podiatrist, *Chiropodist or *General Medical Practitioner detailing the condition being treated and the medical necessity for the provision (See Appendix 1) Subsequent prescriptions can be provided by the *Attending Physician Reimbursement will be provided for custom made boots/shoes OR stock item footwear and adjustments/modifications (if required) but NOT for both
Shoes – Extra Depth (Ready Made)	<p>2 pairs per person per calendar year</p> <p>NOT COVERED – these are not covered to accommodate orthotics or for extra wide feet</p>	<ul style="list-style-type: none"> REQUIRES – written prescription by the *Attending Physician indicating they are medically required to treat hammer toes or clawfoot

• For items and services requiring a prescription, the prescription must be obtained **before** the item or service is purchased

• Items/services NOT listed are NOT covered

• GWL reserves the right to request further information (this may include but is not limited to a statement from the *Attending Physician detailing the condition being treated, the medical necessity for the provision and an estimate of the duration of need), prior to reimbursement of any claim

• *All service providers must be licensed, certified, registered and/or qualified, within the scope of their profession and by the jurisdiction in which they are practicing

• All items/services are subject to reasonable and customary limits

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EXTENDED HEALTH BENEFITS TABLE

ITEM	LEVEL OF COVERAGE	REQUIREMENTS/COMMENTS
HEARING AIDS	Reasonable and customary limits, for purchase or repair, will be reimbursed, once per person per ear in any period of 3 consecutive calendar years	<ul style="list-style-type: none"> • REQUIRES – written prescription by an *Audiologist or *Attending Physician • Coverage provided for hearing aids (including ear moulds and batteries with initial purchase only) • Where required for both ears – both hearing aids should be purchased at the same time • The Assistive Devices Program (ADP) covers a portion of these costs, for each ear, once every 3 calendar years
*HOMEOPATHS		<ul style="list-style-type: none"> • Refer to PARAMEDICAL SERVICES
HOSPITAL Chronic Care	Up to \$40 per day for a maximum of 120 days in any period of 365 consecutive days	<ul style="list-style-type: none"> • REQUIRES – written prescription by the *Attending Physician • Towards semi-private or private room accommodation in a hospital for the chronically ill or a chronic care unit of a general hospital
Convalescent/Rehabilitative Care	Up to \$20 per day for a maximum of 365 days per person per lifetime	<ul style="list-style-type: none"> • Towards semi-private or private room accommodation in a contract (private) hospital, or a convalescent/rehabilitative hospital
Hospital Room		<ul style="list-style-type: none"> • Refer to PRIVATE HOSPITAL ROOM and/or SEMI-PRIVATE HOSPITAL ROOM
HOSPITAL BEDS – MANUAL	Purchase/repair/replacement as determined by GWL	<ul style="list-style-type: none"> • REQUIRES – written prescription by the *Attending Physician
LABORATORY TESTS		<ul style="list-style-type: none"> • Where received in a hospital or laboratory, and administered by a qualified person, the OPG plan will pay to the extent the services are not covered by OHIP
LASER EYE SURGERY		<ul style="list-style-type: none"> • Refer to VISION CARE
LEARNING DISABILITIES		<ul style="list-style-type: none"> • Refer to *REGISTERED CLINICAL PSYCHOLOGIST
LIQUID MEALS		<ul style="list-style-type: none"> • REQUIRES – written prescription by the *Attending Physician • For cancer patients receiving chemotherapy or radiation treatment
LUMBO-SACRAL SUPPORT BELT	1 per person every 5 calendar years	<ul style="list-style-type: none"> • REQUIRES – written prescription by an *Orthopedic Surgeon or *Chiropractor

- For items and services requiring a prescription, the prescription must be obtained **before** the item or service is purchased
- Items/services NOT listed are NOT covered
- GWL reserves the right to request further information (this may include but is not limited to a statement from the *Attending Physician detailing the condition being treated, the medical necessity for the provision and an estimate of the duration of need), prior to reimbursement of any claim

- *All service providers must be licensed, certified, registered and/or qualified, within the scope of their profession and by the jurisdiction in which they are practicing
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EXTENDED HEALTH BENEFITS TABLE

ITEM	LEVEL OF COVERAGE	REQUIREMENTS/COMMENTS
LYMPHA-PRESS PUMP	Purchase/rental as determined by GWL	<ul style="list-style-type: none"> • REQUIRES – written confirmation from the *Attending Physician, that the patient has lymphadema and has been unresponsive to other types of therapy • Assistance must be sought through the Assistive Devices Program (ADP) first • Coverage is provided for the pump itself as well as the pump sleeves, gauntlets and graduated compression sleeves
*NATUROPATHS		<ul style="list-style-type: none"> • Refer to PARAMEDICAL SERVICES
NEBULIZERS		<ul style="list-style-type: none"> • Refer to RESPIRATORY DEVICES
NUTRAMIGEN®		<ul style="list-style-type: none"> • Refer to FOOD SUPPLEMENTS
OBUS FORM®	<p>1 per person every 5 calendar years</p> <p>NOT COVERED – Maxi and Mini Obus Form® back supports and seat support</p>	<ul style="list-style-type: none"> • REQUIRES – written prescription by an *Orthopedic Surgeon or *Chiropractor (but not a General Practitioner)
ORTHOTICS (See Appendix 1) (Arch Supports)	<p>Maximum of \$400 for 1 pair of orthotics per person every 2 calendar years</p> <p>NOT COVERED – sport orthotics unless there is written justification from the prescriber indicating that the person has a medical condition preventing them from wearing regular orthotics; soft orthotics (leather or cork) or fashion orthotics</p>	<ul style="list-style-type: none"> • REQUIRES – written prescription by a *Podiatrist, *Chiropodist, *Chiropractor, *Orthopedic Surgeon or *Attending Physician • Coverage provided for hard/semi-rigid/regular orthotics made out of plastic • NOTE – As children’s feet grow, reimbursement may be up to a maximum of \$400 per year until the age of 18
ORTHOVISC® INJECTIONS		<ul style="list-style-type: none"> • Refer to SYNVISC®
OSTEOPATHS		<ul style="list-style-type: none"> • Refer to PARAMEDICAL SERVICES
OSTOMY SUPPLIES	Covered as submitted	<ul style="list-style-type: none"> • REQUIRES – written prescription by the *Attending Physician • Assistance must be sought through the Assistive Devices Program (ADP) first
OXYGEN & RENTAL OF EQUIPMENT FOR ADMINISTRATION THEREOF	<p>Purchase of oxygen</p> <p>Purchase/rental of equipment as determined by GWL</p> <p>The cost of delivery is included</p>	<ul style="list-style-type: none"> • REQUIRES – written prescription by the *Attending Physician, detailing the condition • Assistance must be sought through the Assistive Devices Program (ADP) first

- For items and services requiring a prescription, the prescription must be obtained **before** the item or service is purchased
- Items/services NOT listed are NOT covered
- GWL reserves the right to request further information (this may include but is not limited to a statement from the *Attending Physician detailing the condition being treated, the medical necessity for the provision and an estimate of the duration of need), prior to reimbursement of any claim

- *All service providers must be licensed, certified, registered and/or qualified, within the scope of their profession and by the jurisdiction in which they are practicing
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EXTENDED HEALTH BENEFITS TABLE

ITEM	LEVEL OF COVERAGE	REQUIREMENTS/COMMENTS
<p>*PARAMEDICAL SERVICES Includes: Naturopaths, Clinical Ecologists, Homeopaths, Acupuncturists, Registered Massage Therapists (RMT) Effective April 1, 2009, includes Osteopaths</p>	<p>Maximum of \$500 per person per calendar year (for all paramedical services), based on 50% co-insurance</p> <p>Effective April 1, 2010, \$600 per person per calendar year</p> <p>Effective April 1, 2011, \$650 per person per calendar year</p> <p>NOT COVERED – Drugs/medicines prescribed and dispensed by these providers</p>	<ul style="list-style-type: none"> Reimbursement is on a per visit basis and is based on the date on which the treatment was administered by the service provider
<p>*PHYSIOTHERAPY</p>	<p>Maximum of \$100 per initial assessment</p> <p>Maximum of \$60 per subsequent treatment</p>	<ul style="list-style-type: none"> OPG will reimburse the cost of treatment only if the *Physiotherapist is not registered with OHIP If *Physiotherapist is registered with OHIP, reimbursement will be made by OHIP, not OPG The *Physiotherapist cannot be a member of, or related to a member of, the employee's family
<p>PSYCHOLOGICAL TRAINING COURSES</p>		<ul style="list-style-type: none"> Refer to *REGISTERED CLINICAL PSYCHOLOGIST
<p>*PODIATRISTS/CHIROPODISTS</p>	<p>Maximum of \$200 per person per calendar year, when in excess of OHIP</p>	
<p>*PRIVATE DUTY NURSING</p>	<p>Maximum of \$50,000 per calendar year with a lifetime maximum of \$150,000</p> <p>Hourly rate covered is subject to a reasonable and customary hourly limit</p> <p>NOT COVERED – agency fees, shift/overtime premiums, services which are custodial, services which are mainly to assist with the functions of daily living, dispensing of oral medication, services which could be provided by someone who does not have the professional qualifications of a *Registered Nurse</p>	<ul style="list-style-type: none"> REQUIRES – written prescription by the *Attending Physician, detailing the condition and the medical necessity for the provision Services must be provided by a *Registered Nurse (RN) who is registered in any of the provinces of Canada Eligible services are only those that are provided outside a hospital setting The nurse cannot be a member of, or related to a member of, the employee's family Coverage is provided only to the extent the patient's medical needs for registered nursing cannot be provided through the Community Care Access Centre (CCAC)
<p>PRIVATE HOSPITAL ROOM</p>	<p>The differential between semi-private and private room accommodation (but not a suite) in an active treatment hospital</p>	

- For items and services requiring a prescription, the prescription must be obtained **before** the item or service is purchased
- Items/services NOT listed are NOT covered
- GWL reserves the right to request further information (this may include but is not limited to a statement from the *Attending Physician detailing the condition being treated, the medical necessity for the provision and an estimate of the duration of need), prior to reimbursement of any claim

- *All service providers must be licensed, certified, registered and/or qualified, within the scope of their profession and by the jurisdiction in which they are practicing
- All items/services are subject to reasonable and customary limits
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EXTENDED HEALTH BENEFITS TABLE

ITEM	LEVEL OF COVERAGE	REQUIREMENTS/COMMENTS
PROSTATE SPECIFIC ANTIGEN (PSA)	The cost of an annual PSA test unless covered by OHIP	<ul style="list-style-type: none"> • REQUIRES – written prescription by the *Attending Physician
PROSTHETIC APPLIANCES (e.g. cleft palate obturators)	Purchase/repair as determined by GWL	<ul style="list-style-type: none"> • REQUIRES – written prescription by the *Attending Physician, detailing the condition
*PSYCHOLOGIST		<ul style="list-style-type: none"> • Refer to *REGISTERED CLINICAL PSYCHOLOGIST
RADIUM & RADIOACTIVE ISOTOPE TREATMENT		<ul style="list-style-type: none"> • REQUIRES – written prescription by the *Attending Physician, detailing the condition and the medical necessity for the provision • OPG will pay the customary charge where reasonable, to the extent to which such service is not provided by a government department or agency (e.g. OHIP, WSIB)
*REGISTERED CLINICAL PSYCHOLOGIST	<p>Maximum of \$2,000 per person per calendar year</p> <p>Includes coverage to treat learning disabilities</p>	<ul style="list-style-type: none"> • REQUIRES – full itemized receipt, signed by the *Registered Clinical Psychologist, indicating the dates of the services, who is being treated, and the amount charged for each service • Psychological Training Courses are covered on the written recommendation of an *Attending Physician or *Registered Clinical Psychologist, for families of chronically ill patients (i.e. where the patient is dying) • Learning Disabilities <ul style="list-style-type: none"> - Coverage provided only when performed by a *Registered Clinical Psychologist - Some charges are covered for initial testing - Aptitude testing is not covered as it is not treating an illness, injury or medical condition - Reports are not generally covered
*REGISTERED MASSAGE THERAPISTS (RMT)		<ul style="list-style-type: none"> • Refer to PARAMEDICAL SERVICES
RESPIRATORS	<p>Purchase/rental/repair as determined by GWL</p> <p>NOT COVERED – no costs associated with this item are covered by the OPG plan where a government department or agency (e.g. OHIP, WSIB) provides coverage</p>	<ul style="list-style-type: none"> • REQUIRES – written prescription by the *Attending Physician, detailing the condition and the medical necessity for the provision

- For items and services requiring a prescription, the prescription must be obtained **before** the item or service is purchased
- Items/services NOT listed are NOT covered
- GWL reserves the right to request further information (this may include but is not limited to a statement from the *Attending Physician detailing the condition being treated, the medical necessity for the provision and an estimate of the duration of need), prior to reimbursement of any claim

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EXTENDED HEALTH BENEFITS TABLE

ITEM	LEVEL OF COVERAGE	REQUIREMENTS/COMMENTS
RESPIRATORY DEVICES Includes: aero chambers, nebulizers and compressors, CPAP machines and associated equipment (headgear, hose, mask and filters)		<ul style="list-style-type: none"> • REQUIRES – written prescription by the *Attending Physician, detailing the condition and the medical necessity for the provision • Assistance must be sought through the Assistive Devices Program (ADP) first. Coverage is provided for the amount above which the ADP pays • If ADP does not cover a respiratory device, OPG will provide full reimbursement, provided the item is the least costly to satisfy the medical necessity
SCOOTERS – electric		<ul style="list-style-type: none"> • Refer to WHEELCHAIRS
SHOES - custom made or stock item		<ul style="list-style-type: none"> • Refer to FOOTWEAR
SEMI-PRIVATE HOSPITAL ROOM	The differential between ward accommodation (covered by OHIP) and semi-private accommodation in an active treatment hospital (such as Toronto Hospital, Shouldice Clinic)	
SMOKING CESSATION PRODUCTS	Up to \$1,000 per person per calendar year	<ul style="list-style-type: none"> • REQUIRES – written prescription by the *Attending Physician • Covers products such as Nicorette gum®, nicotine patch and Zyban® • Claim electronically using the OPG Drug Card
*SPEECH THERAPISTS	Maximum of \$500 per person per calendar year	
SPLINTS		<ul style="list-style-type: none"> • REQUIRES – written prescription by the *Attending Physician • Splint must be made of a rigid material
SUPPORT STOCKINGS	Maximum of 3 pairs per person per calendar year NOT COVERED – support hose, elastic stockings or any other non-graduated compression hose	<ul style="list-style-type: none"> • REQUIRES – written prescription by the *Attending Physician • Coverage provided for graduated compression hose only • Examples of products covered are Jobst® and Sigvaris®
SYNVISC®, ORTHOVISC® or DUROLANE® INJECTIONS	Maximum of \$3,000 per person per lifetime	<ul style="list-style-type: none"> • REQUIRES – written prescription by the *Attending Physician • For treatment of osteoarthritis

- For items and services requiring a prescription, the prescription must be obtained **before** the item or service is purchased
- Items/services NOT listed are NOT covered
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- *All service providers must be licensed, certified, registered and/or qualified, within the scope of their profession and by the jurisdiction in which they are practicing
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EXTENDED HEALTH BENEFITS TABLE

ITEM	LEVEL OF COVERAGE	REQUIREMENTS/COMMENTS
TENS – TRANSCUTANEOUS ELECTRONIC NERVE STIMULATOR UNITS	1 per family every 3 calendar years except in extenuating circumstances Purchase/rental as determined by GWL	<ul style="list-style-type: none"> • REQUIRES – written prescription by the *Attending Physician, detailing the condition and medical necessity for the provision, duration of treatment and past treatments used
TEMPOROMANDIBULAR JOINT (TMJ) DEVICES	Maximum of \$1,300 per person per lifetime For dental codes listed on the OPG Internal Web, coverage at 85% of the ODA Suggested Fee Guide for General Practitioners	<ul style="list-style-type: none"> • REQUIRES – written prescription by the *Attending Physician, detailing the condition and medical necessity for the provision • After a period of 5 years from the initial date of purchase, on the written recommendation of the *Attending Physician, the \$1,300 maximum may be reinstated
TRUSSES		<ul style="list-style-type: none"> • REQUIRES – written prescription by the *Attending Physician
URINARY KITS		<ul style="list-style-type: none"> • REQUIRES – written prescription by the *Attending Physician, detailing the condition and medical necessity for the provision
VIAGRA® Includes: Cialis® and Levitra®	A combined maximum of \$500 per calendar year	<ul style="list-style-type: none"> • REQUIRES – written prescription by the *Attending Physician • Claim electronically using the OPG Drug Card
VISION CARE Includes: contact lenses, eye examinations, eyeglasses, laser eye surgery	<p>\$500 per person every 2 calendar years</p> <p>Effective April 1, 2010, \$550 per person every 2 calendar years</p> <p>Effective April 1, 2011, \$600 per person every 2 calendar years</p> <p>Use for eyeglasses or contact lenses ONLY AND</p> <p>Coverage for an eye examination in the year in which OHIP does not cover this cost AND</p> <p>\$3,000 lifetime maximum per person for laser eye surgery</p> <p>NOT COVERED – non-prescription sunglasses, eyeglasses for cosmetic purposes and recreational eyewear (e.g. diving masks, goggles)</p>	<ul style="list-style-type: none"> • Prescription sunglasses (corrective lenses only) are eligible under the OPG plan • Claims should not be submitted to GWL until the eyeglasses/contact lenses/laser eye surgery has been paid in full and a receipt for "full payment" can be supplied to GWL. The date of the final bill is the effective date of the claim • 2 year period is: January 1, 2008 to December 31, 2009 January 1, 2010 to December 31, 2011 • For eyeglasses or contact lenses reimbursed at the current \$500 limit before April 1 in the year the limit increases will not be reimbursed at a later date for the additional increase that comes into effect that year. For example, if you purchased eyeglasses costing \$600 in February 2010, and were reimbursed \$500 at the limit in effect at that time, you will not get another \$50 when the limit goes up to \$550 on April 1, 2010 • For laser eye surgery – if charged for initial assessment but not a candidate for surgery, the cost of the assessment will be reimbursed by OPG and the amount of the assessment subtracted from the \$3,000 lifetime maximum

- For items and services requiring a prescription, the prescription must be obtained **before** the item or service is purchased
- Items/services NOT listed are NOT covered
- GWL reserves the right to request further information (this may include but is not limited to a statement from the *Attending Physician detailing the condition being treated, the medical necessity for the provision and an estimate of the duration of need), prior to reimbursement of any claim

- All service providers must be licensed, certified, registered and/or qualified, within the scope of their profession and by the jurisdiction in which they are practicing
- All items/services are subject to reasonable and customary limits
- Government coverage (e.g. OHIP, ADP, etc.) is subject to change without prior notice

EXTENDED HEALTH BENEFITS TABLE

ITEM	LEVEL OF COVERAGE	REQUIREMENTS/COMMENTS
WALKERS	Purchase/rental as determined by GWL	<ul style="list-style-type: none"> • REQUIRES – written prescription by the *Attending Physician • Assistance must be sought through the Assistive Devices Program (ADP) first
WHEELCHAIRS	Purchase/rental/repair as determined by GWL	<ul style="list-style-type: none"> • REQUIRES – written prescription by the *Attending Physician, detailing the condition, the medical necessity for the provision and the estimated duration of need • NOTE – electric wheelchairs/scooters are excluded unless a certified *Orthopedic Surgeon recommends a power-driven unit because of a medical necessity
WIGS	Maximum of \$500 per person every 3 calendar years NOT COVERED – hair care products or dry cleaning	<ul style="list-style-type: none"> • REQUIRES – written prescription by the *Attending Physician, detailing the condition and the medical necessity for the provision • For patients undergoing chemotherapy or radiation treatment • Effective April 1, 2009, for patients who have Alopecia Areata

- For items and services requiring a prescription, the prescription must be obtained **before** the item or service is purchased
- Items/services NOT listed are NOT covered
- GWL reserves the right to request further information (this may include but is not limited to a statement from the *Attending Physician detailing the condition being treated, the medical necessity for the provision and an estimate of the duration of need), prior to reimbursement of any claim

- *All service providers must be licensed, certified, registered and/or qualified, within the scope of their profession and by the jurisdiction in which they are practicing
- All items/services are subject to reasonable and customary limits
- Government coverage (e.g. OHIP, ADP, etc.) is subject to change without prior notice

APPENDIX 1 Footwear Claims

Prescriber:

Stock item footwear and custom made boots/shoes may be prescribed by one of the following:

- Orthopedic Surgeon; or
- Podiatrist; or
- Chiropodist; or
- General Medical Practitioner.

The reason that General Medical Practitioners are allowed to prescribe footwear under the OPG plan is a consequence of the limitations to medical care experienced in some underserved locations in the province. Where there is not reasonable access to Podiatrists, Chiropodists or Orthopedic Surgeons, it is expected that a **medical** doctor would be the Practitioner who would prescribe medical treatment for foot conditions. It is not sufficient for a General Medical Practitioner to be the nominal treating Physician where a Chiropractor in fact purports to conduct the real evaluation.

Under the OPG plan, a Chiropractor is **not** to diagnose the condition and prescribe treatment using **footwear**. However, a Chiropractor **may** prescribe an orthotic as a treatment.

Diagnosis and Prescription:

Before purchasing the footwear, there must be an examination and evaluation by a designated foot specialist which outlines the detail of the medical necessity for the footwear. A minimal description of “foot pain” or “needs orthotics” written by a foot specialist is not sufficient. It is expected that a prescription from the foot specialist, or in the case of orthotics, the Chiropractor, must be obtained **before** the footwear or orthotic is ordered.

Superficial compliance with the OPG plan, such as a perfunctory note without sufficient detail of “the condition being treated and the medical necessity for the provision” is not acceptable under the OPG plan.

There must be a prescription that clearly identifies the patient needs some type of foot appliance, either orthotics, custom made boots/shoes, stock item footwear or extra depth shoes.

A Chiropractor may not prescribe footwear; however, where mass-produced footwear from a manufacturer were fitted with a custom orthotic and described as “orthopedic footwear”, only the orthotic portion of such an item may be considered for reimbursement under the OPG plan.

Examples of mass-produced or comfort footwear not eligible for coverage include, but are not limited to: Reebok®, Nike®, Rockport®, Mephisto®.

Normally a medical condition customarily treated by providing orthotics cannot also customarily be treated by providing orthotic footwear (although there may be some special circumstances to the contrary).

As with all OPG plan claims, sufficient detail of the purchase should be submitted to support the claim. In the case of footwear, the type of item purchased, including the brand name of the footwear, should be included on or with the payment receipt.

MEDICAL CENTER

Name: _____

Address: _____

Age: _____

Date: _____

Rx



Power Workers' Union Employees, Pensioners and Dependents



700 University Avenue Toronto, Ontario M5G 1X6

August 2007

To: OPG Society-Represented Employees:

It is my pleasure to provide you with a copy of the OPG Society health and dental plan brochure. This completely reformatted version consolidates all changes made to the collective agreement with the Society of Energy Professionals since 1999. Details of coverage are itemized in a handy chart.

When you need information or clarification about your entitlements, please contact Great-West Life (GWL) directly, at their toll-free number, 1-800-318-6098. You must provide your Plan number, which is "55502", your full name, your employee number and tell them that you are Society-represented.

More information on your health and dental plan is available at the following websites:

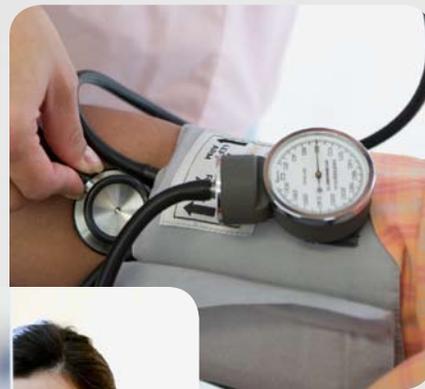
1. For information on your claim history, blank forms and status of current claims, you can access GWL directly at: <http://www.greatwestlife.com>. Once you are there, click on the "GroupNet for Plan Members" link on the left side of the page. If you are a first-time user, you may also register in this location.
2. For information on employee benefits and services, including the capability to search what drugs are covered under the Plan, you can access the Benefits section of the OPG Internal Web.

Yours truly,

A handwritten signature in black ink that reads "Lorraine Irvine".

Lorraine Irvine
Vice-President
Compensation & Benefits

Society-Represented Employees, Pensioners and Dependents



HEALTH AND DENTAL BENEFITS



Understanding Your Plan

Effective January 1, 2006

ONTARIO **POWER**
GENERATION

Society Health and Dental Benefits

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PART ONE General

Background Information

As an employee or pensioner of Ontario Power Generation (OPG), you and your dependants are covered by a comprehensive benefits plan for health and dental expenses. The objective of this Plan is to provide managed coverage to facilitate recovery from illness or injury. This brochure is a tool to help you understand your roles and responsibilities in using the OPG Plan and the support you can expect from both OPG and the OPG Plan Administrator, The Great-West Life Assurance Company (GWL).

Coverage under this Plan is intended to supplement that provided by government programs such as the Ontario Health Insurance Plan (OHIP). While the OPG Plan provides coverage for a wide variety of items and services, not all items or services are covered. There are limitations to coverage and those which are covered are all subject to reasonable and customary limits up to the prescribed limits of the OPG Plan. Contact GWL to confirm any limits that may apply before you incur any specific charges, as this brochure does not list all reasonable and customary limits which may apply.

This brochure includes two sections:

- ▶ PART ONE An overview with reference and contact information; and
- ▶ PART TWO A summary table that outlines coverage and requirements for extended health products and services.

NOTE: Reference to employee/pensioner throughout the following also includes qualified Spouse, Dependants and Beneficiaries.

Unless otherwise indicated, coverage as outlined in this brochure is effective January 1, 2006.

Roles and Responsibilities

Employee/Pensioner

- Must ensure dependants continue to meet eligibility criteria
- Must ensure all their claims and those of their dependants are legitimate
- Must ensure their personal information for benefits purposes is kept up to date, for example: current name, address and phone number, removal/addition of dependants, spouse's employer/insurance information, employee representation (PWU/Society/Management), etc.
- Review Plan provisions PRIORTO purchasing an item/service to determine the level of coverage, if any
- Where clarification on a provision is required, it is recommended to contact GWL PRIORTO purchasing an item/service

The Great-West Life Assurance Company (GWL)

- Administers the OPG Health & Dental Benefits Plan (Plan Number 55502) (hereinafter referred to as the OPG Plan)
- Responds to inquiries from employees/pensioners/eligible dependants on questions related to benefits coverage

OPG Benefits Department

- Communicates details of benefits coverage and related processes to local OPG Human Resources and employees/pensioners/dependants
- Provides interpretation, support and advice on benefits provisions

Local OPG Human Resources Offices

- Provide OPG Plan information and forms to employees
- Process enrollment forms and changes to personal information for employees for benefits purposes

Contact Information

The Great-West Life Assurance Company

London Benefit Payments Office
 255 Dufferin Avenue
 London, ON, N6A 4K1
 Toll Free 1-800-318-6098

Hours for Inquiries:

8:00 am to 7:00 pm – Monday to Friday excluding statutory holidays.

Messages may be left after 7:00 pm and all calls will be returned the following business day.

GWL Online Services www.greatwestlife.com

GWL Online Services is a Great-West Life web site that OPG Plan members may use to access information about benefits. Members are also able to track claims and payments.

Pensioners OPG Pensioner Services

Phone: 416-592-7300 or Toll Free 1-877-550-3888

E-mail: pensionerservice@opg.com

Website: <https://pensioners.opg.com>

- For questions regarding OPG Pensioner benefits coverage
- For Pensioners to request a change to their personal information for benefits purposes
- For copies of claim forms and brochures

The Society of Energy Professionals

425 Bloor Street East, Suite 300

Toronto, ON, M4W 3R4

Phone: 416-979-2709

Email: society@society.on.ca

Website: <http://www.thesociety.ca/>

Employees

Service Centre	Telephone Number	Fax Number	Toll Free Number
Corporate	416-592-8888 or Internal Access: 400-8888	416-592-7539	1-888-314-4421
Darlington	905-623-6670 Ext 7300 or Internal Access: 703-7300	HR: 905-697-7540 or Internal Access: 703-7540 Payroll: 905-697-7360 or Internal Access: 703-7360	1-800-263-8009 Ext 7300
Pickering	905-839-1151 Ext 6660 Internal Access: 701-6660	905-837-3959	N/A
Employees on LTD	416-592-8892	416-592-3832	N/A

Coverage Under The Plan

Coverage is provided to employees, pensioners and their qualified spouse, dependants and beneficiaries.

NOTE: Reference to employee/pensioner throughout the following also includes qualified spouse, dependants and beneficiaries

Employees

- Probationary Employees
- Regular Employees
- Employees on Long-Term Disability (LTD)

NOTE:

- Coverage commences on the first day worked and ceases immediately upon termination
- If both qualified spouses are employed by OPG and are eligible for OPG health and dental benefits, one employee is designated as the "Plan Member" and the other employee is designated as the "Qualified Spouse"
- Society employees who terminate/retire with a severance package or are on recall may be entitled to extended coverage as per the OPG Society Collective Agreement



Pensioners and their Qualified Spouse, Dependants and Beneficiaries

Pensioners

- Employees who go from employee to pensioner WITHOUT a break in service having had subsidized Health and Dental coverage will continue to receive benefits during their retirement equivalent to the current benefits available to active employees. This includes former employees who are otherwise eligible to retire under the OPG Pension Plan on their last day of employment and who instead elect a commuted value pension
- Former employees who at termination elect to defer some or all of their pension in the OPG Pension Plan will be eligible for Health and Dental coverage upon retirement (i.e. commence upon receipt of a monthly OPG pension) providing they had coverage as employees and had a minimum of 25 years of continuous service with Ontario Power Generation prior to their termination date

- Former employees who at termination elect a commuted value pension transfer will be eligible for Health and Dental coverage upon OPG receiving their enrollment form on a date no earlier than the date they would have otherwise been eligible to retire had they deferred their pension in the OPG Pension Plan instead, providing they had coverage as employees and had a minimum of 25 years of continuous service with Ontario Power Generation prior to their termination date

NOTE:

- Qualified pensioners and their qualified spouse and dependants are entitled to the current Health and Dental benefits provided to the employee group the pensioner belonged to at the time of retirement
- Qualified spouse, dependants and beneficiaries who are in receipt of a survivor's pension, are entitled to the current Health and Dental benefits provided to the employee group the pension plan member belonged to at the time of death or retirement

Qualified Dependants

Qualified Spouse

- The person legally married to the employee/pensioner
- The person who is publicly represented by the employee/pensioner as their spouse
- Same sex partner

NOTE:

- At any one time, only one person is considered a qualified spouse of an employee/pensioner during a period of time for which any benefits are payable to or for the spouse of an employee. In the event that an employee takes up residence with an individual and publicly represents that individual as their spouse, the spousal status of any other individual shall automatically terminate. An individual who fails or ceases to meet the criteria specified as qualified spouse (i.e. divorced) is immediately rendered ineligible as a qualified spouse
- Effective January 1, 2006, a qualified spouse who is in receipt of a survivor's pension, cannot enroll a new spouse for Health and Dental benefits after this date

Qualified Children

Any child of the employee/pensioner or their spouse and legally adopted children who are:

- Unmarried; AND
- Unemployed; AND
- Attending school full time up to and including 23 years of age

NOTE:

- Benefits coverage ceases as of the child's 24th birthday or if any of the other above criteria are not satisfied
- Where one spouse is covered by a benefits plan other than the OPG Plan, the spouse whose date of birth is earliest in the year (regardless of their age) must claim the eligible children on their plan first. Following initial reimbursement, any unpaid portion can later be claimed on the other spouse's plan up to its maximum
- Children of any age who are dependent for financial support on the employee/pensioner or their spouse because of physical or mental infirmity are also included for coverage, provided the infirmity commenced while the child otherwise met the definition of an eligible child as outlined above. Coverage will continue as long as the child remains continuously dependent for financial support on the employee/pensioner or their spouse because of physical or mental infirmity

Based on information provided by the employee/pensioner/spouse, OPG will determine the eligibility of physically or mentally infirm dependent children as eligible dependants and will furnish written proof with instructions for GWL to continue coverage

Other Qualified Dependants

A child to whom the employee stands in the position of a parent for purposes of the *Income Tax Act*, the *Divorce Act* or the *Family Law Act*.

Coverage May Be Purchased By:

Temporary Employees

- Temporary employees may purchase Single or Family, Extended Health and/or Semi-Private Benefits coverage (excluding Dental benefits)
- Coverage for temporary employees will commence on the first day of the month following purchase of the Benefit and will cease on the last day of the month for which benefits were purchased
- Premium rates for the purchase are available from the local OPG Human Resources Office

Regular Part-Time Employees

(includes Employees in Job-Sharing arrangements)

- Regular Part-Time Employees may purchase Single or Family, Extended Health, Semi-Private and/or Dental Benefits

- Purchase of these benefits is on a pro-rated basis:

The pro-ration formula is based on the hours worked, expressed as a percentage of the normal scheduled number of hours for the classification

For example:

- Employee works 21 hours/week (eg. 3 days at 7 hours/day) in a classification where the normal scheduled hours are 35 hours/week, the employee will be billed for 40% of the published premium rates for the Health and Dental Plan, but will receive 100% coverage under the Plan
- If the employee elects not to pay their share of the premium, **NO** coverage is provided

Co-ordination of Benefits

In order to maximize the employee's potential reimbursement and minimize the employer's cost, where both spouses have coverage through different employers, they must co-ordinate their claims through both insurers:

- The OPG employee submits their own claim to the OPG Plan first. If the full amount of the claim is not covered, the remainder can then be submitted to the plan of the employee's spouse
- Likewise, spouses of OPG employees must submit their own claims to their insurance company first and if the full amount is not covered under that plan, the remainder may be submitted under the OPG Plan
- Benefits are limited to the maximum of the reasonable and customary limits for both the OPG Plan and the benefit plan of the employee's spouse
- The spouse whose date of birth is earliest in the year (regardless of their age) must claim the eligible children on their plan first. Following initial reimbursement, any unpaid portion can later be claimed on the other spouse's plan up to its maximum
- The above procedures also apply to pensioners, qualified spouse, dependants and beneficiaries

Right of Recovery

If at any time payments have been made by GWL with respect to allowable expenses, and such payments are in excess of the maximum amount necessary at that time to satisfy the intent of this coordination provision, GWL has the right to recover such payments, to the extent of such excess, from any persons to or with respect to whom such payments were made, any insurance companies, and any other organizations.



Right to Receive and Release Necessary Information

For the purposes of determining the applicability of this Plan's Co-ordination of Benefits provision and implementing its terms, or those of any similar provision in any similar plans, GWL, without the consent of, or notice to, any person, may release to or obtain from any insurance company, organization, or person, any information, with respect to any person, which GWL deems to be necessary for such purposes. Any person claiming benefits under this Plan shall furnish to GWL the information necessary to implement this provision.

Annual Deductibles

The annual deductibles are as follows:

- Single coverage = \$10.00 per calendar year
- Family coverage = \$20.00 per calendar year

NOTE:

- Deductibles are automatically subtracted from claims submitted from January 1 of any calendar year, until the annual maximum of the deductible is reached
- For family coverage, two members of the family are each subject to a \$10.00 deductible per calendar year
- Vision care and hearing aids are excluded from the annual deductible
- Expenses incurred during the months of October, November and December may be carried over to the following calendar year and applied toward the deductible in that year

Submitting Claims

To claim for health and dental benefits under the OPG Plan for items and services requiring a prescription, the prescription must be obtained **before** the goods are purchased. The employee/pensioner purchases the item or service and then submits a claim and is reimbursed for the reasonable and customary cost of the item or service up to the prescribed limits of the Plan. Refer to the "Reasonable and Customary Limits" section of this brochure. Where clarification on a provision is required, it is recommended the employee/pensioner contact GWL **prior to** purchasing an item/service, to determine the level of coverage, if any, up to the prescribed limits of the Plan.

Claims can be made in 2 ways:

- 1. Electronic** – for medication, including Life-Sustaining over-the-counter (LSOTC) products, covered as listed on the OPG Drug Formulary, or dental (depending on the dentist):
 - All eligible employees/pensioners are issued an OPG Drug Card for purposes of purchasing medication, including LSOTC items
 - For single coverage – 1 card is issued
 - For family coverage – 2 cards (maximum) are issued. (If more than 2 cards are required, a photocopy of the information on the front of the card is sufficient)
 - To purchase medication, including LSOTC items, electronically, present the OPG Drug Card and prescription to the pharmacist

NOTE:

- Employees/pensioners who claim medication, including Life-Sustaining over-the-counter (LSOTC) items, electronically using the OPG Drug Card are not required to pay for the item first. As long as the item is listed on the OPG Drug Formulary, the OPG Plan will pay the pharmacy directly for these electronic purchases
- Pharmacies or service providers may charge over and above the reasonable and customary cost for an item or service. Any charge over the reasonable and customary limit is the sole responsibility of the employee/pensioner
- When purchasing a drug using your OPG Drug Card, be sure to give your pharmacist the relationship of the patient and the accurate date of birth. Relationship is employee/pensioner, qualified spouse, child/student or disabled dependant; plus the patient's date of birth. If this information is not accurate, your claim will be rejected and the card will not work

2. **Paper** – for medication, including Life-Sustaining over-the-counter (LSOTC) products, covered as listed on the OPG Drug Formulary, extended health, dental, by using the Claim Form (available on the OPG internal web and the pensioner website).

- Paper claims must be **RECEIVED** by GWL during the months of April and October **ONLY**

NOTE:

- Employees/pensioners are responsible for ensuring they allow sufficient time when mailing paper claims for medications, including LSOTC items, to GWL to receive the information during the months of April and October
- Paper claims for medication received by GWL during any other month will be reimbursed during the next paper drug claim window
- All claim forms must be completed in their entirety and all pertinent documentation enclosed. Submit official prescription receipt where applicable
- Paper claims require 7-10 days from time of receipt by GWL for processing
- Where all required information is received by GWL, reimbursement will be provided as soon as possible
- The mailing address for claims submission is printed on the top of the claim form
- For the following items **ONLY** – paper claims will be accepted by GWL during any month of the year:
 - claims for non-medication items
 - claims for fertility drugs
 - co-ordination of benefit claims
 - claims for reimbursement of the \$100 Ontario Drug Benefit (ODB) deductible
- Claim forms may be two-sided – one side is for health claims **ONLY** – the other side is for dental claims **ONLY**
- Please use two separate forms if claiming for both health benefits and dental benefits
- For items and services requiring a prescription, the prescription must be obtained **before** the item or service is purchased

Claim Forms

Employees

Forms are available on the OPG Internal Web (HR/Benefits & Pay/Forms/Benefits) OR

Employee Service Centre

CORPORATE

Phone: 416-592-8888 or
Internal Access: 400-8888
Fax: 416-592-7539
Toll Free: 1-888-314-4421

DARLINGTON

Phone: 905-623-6670 Ext. 7300 or
Internal Access: 703-7300
Fax: **HR:** 905-697-7540
Internal Access: 703-7540
Payroll: 905-697-7360 or
Internal Access: 703-7360
Toll Free: 1-800-263-8009 Ext. 7300

PICKERING

Phone: 905-839-1151 Ext. 6660
Internal Access: 701-6660 or
Local OPG Human Resources
Office
Fax: 905-837-3959
Toll Free: N/A

EMPLOYEES ON LTD

Phone: 416-592-8892
Fax: 416-592-3832
Toll Free: N/A

Pensioners

Claim forms are available from:

The Great-West Life Assurance Company

Toll Free: 1-800-318-6098
Online Services: www.greatwestlife.com OR

OPG Pensioner Services

Phone: 416-592-7300
Toll Free: 1-877-550-3888
E-mail: pensionerservice@opg.com
Website: <https://pensioners.opg.com>

Definitions

Calendar Year

A period of time, commencing January 1 and ending December 31 or any other shorter period of time falling between those dates, during which the Plan is in force.

Covered Individual

An employee who is covered for benefits under the OPG Plan; a qualified dependant with respect to whom an employee is covered for benefits under the OPG Plan.

Denturist/Denture Therapists

An individual duly qualified and legally licensed to perform the service rendered, provided they render the service within the scope of their license.

Licensed Practitioner

Includes a duly licensed medical doctor, dentist, physiotherapist, audiologist, optometrist, clinical psychologist, speech therapist, chiropractor, podiatrist, or chiropodist, who is licensed, certified, registered or qualified by the jurisdiction in which the person is practicing within the scope of their profession.

Only medical doctors, dentists, podiatrists and chiropodists can prescribe drugs.

Effective Date

The date on which the coverage under the OPG Plan becomes effective for an employee, pensioner or qualified dependant.

Hospital

An institution accredited as a hospital by the Canadian Council on Hospital Accreditation or approved for resident in-patient care under a provincial hospital services program. However, it does not include a sanatorium, a mental hospital, a nursing home, a chronic care hospital, a chronic care unit in a public general hospital, or a facility for the care of the aged; or an institution operated primarily as a school, or whose primary function is to furnish domiciliary or custodial care; or hospitals outside of Canada.

NOTE: Coverage for Homewood or Shouldice hospitals is provided for accommodation ONLY

Orthodontist

A Dentist duly certified to practice orthodontics.

Registered Nurse

A person who is registered as a Nurse under the *Health Disciplines Act* or licensed in the jurisdiction in which their professional services are rendered to the employee, pensioner or qualified dependant to provide services equivalent to those which are provided by a Registered Nurse in Ontario.

Extended Health Benefits

Use of the OPG Drug Card

The OPG Drug Card is the preferable option for employees/pensioners and OPG. It should be used whenever possible as it is more efficient and no sales tax is charged. When the OPG Drug Card is used, it controls costs as the pharmacy can only charge for medication, including LSOTC items, at wholesale price + 10%. Where possible, the OPG Drug Card should be used to claim for the cost of drugs that require a prescription by law and are on the OPG Drug Formulary. The dispensing fee is capped at \$5.00 per prescription.

Where possible, the OPG Drug Card should be used to purchase eligible Over-The-Counter (OTC) items on the OPG Drug Formulary, when prescribed by a physician and they must be dispensed by a Pharmacist. The dispensing fee is capped at \$5.00.

In the event an OPG Drug Card is lost or stolen, employees must contact their local OPG HR office, and pensioners must contact OPG Pensioner Services, who will process replacement card(s) - one for you and, if applicable, a spousal card for your eligible spouse. You must provide the following information: name, employee number, current home address, and reason a replacement card is required (e.g. lost or stolen).

NOTE:

1. All existing card(s) will be rendered invalid immediately
2. New card(s) will be sent to your home address in approximately four (4) weeks

If you are unable to purchase using your OPG Drug Card, you must submit paper claims for drugs which you may do twice per year, during the months of April and October ONLY. These claims

must be received by Great-West Life during April and October in order for them to be eligible for reimbursement. Paper claims for drugs, which are submitted any other months of the year will be reimbursed during the next paper drug claim window.

Medications

Medications covered, including Life-Sustaining over-the-counter (LSOTC) items, are those listed on the OPG Drug Formulary which is available on the OPG internal web and the pensioner website.

Pensioners may also contact GWL or OPG Pensioner Services to obtain information about medications, including LSOTC items, covered by the OPG Drug Formulary.

Prescription Medication

- Prescription medication requires a prescription by law and must be dispensed by a pharmacist
- Employees may obtain medication to cover the current month, plus 2 additional months for a total of 3 months
- Pensioners may obtain medication to cover the current month, plus 7 additional months for a total of 8 months. Please note, this may differ from the amounts allowed under the Ontario Drug Benefits Plan (ODB)
- Reasonable and customary limit for prescription medication is wholesale price +10% (plus the dispensing fee capped at \$5.00 where appropriate). Pharmacies may charge additional amounts over this limit. If so, the additional amount is the sole responsibility of the employee/pensioner
- Maximum dispensing fee for prescription medication is \$5.00 per prescription
- Where an employee is charged a "higher than normal dispensing fee" due to special handling or processing by the pharmacist, computerized billing will be able to specifically identify all "mixtures" or "compounds" and make the appropriate reimbursement to the pharmacist. In such situations, the dispensing fee is

substantially more than the normal dispensing fee charged by the pharmacist and the \$5.00 maximum will **not** apply

Generic Substitutes

- Where a brand name prescription medication exists with a generic substitute, unless the Licensed Practitioner specifies “No Substitutes” on the prescription, the generic brand is automatically substituted for the brand name medication
- If an employee/pensioner wants the brand name medication, the difference between the cost of the brand name medication and cost of the generic substitute is the sole responsibility of the employee/pensioner

Over-the-Counter (OTC) Products

- Effective January 1, 2001, Society-represented employees/pensioners are not covered for vitamins and minerals which do not require a prescription by law
- In addition, effective January 1, 2006, coverage for non-life-sustaining over-the-counter (OTC) items is eliminated. This applies even if you have a doctor’s prescription, or if the non-life-sustaining medication is included on a prescription with other medication. In addition, all life-sustaining over-the-counter (LSOTC) items, as listed on the OPG Drug Formulary must be prescribed by a licensed practitioner, must be dispensed by a pharmacist and are subject to the dispensing fee cap of \$5.00. Cash register tape receipts for LSOTC items purchased after December 31, 2005, will no longer be accepted for reimbursement
- Dispensing Fees for LSOTC products are capped at \$5.00 per prescription
- Specific negotiated items that are OTC products as listed in Part Two of this brochure (food supplements, nasal strips and smoking cessation products) are eligible for coverage

under the OPG Plan. They must be prescribed by a licensed practitioner, must be dispensed by a pharmacist and are subject to the dispensing fee cap of \$5.00

- To claim for these products, the employee/pensioner must obtain a prescription from their Licensed Practitioner **before** the item is purchased
- When filing a paper claim for OTC products and prescription medication, prescriptions for OTC medications must be separate from those for medications legally requiring a prescription
- Employees/pensioners may either have the pharmacist submit the claim electronically, or may submit a paper claim to GWL for reimbursement (during the months of April and October ONLY)
- For paper claims: the employee/pensioner must provide the official prescription receipt
- When claiming for “repeat over-the-counter” products, the employee/pensioner should provide the official prescription receipt

Reasonable and Customary Limits

The employee/pensioner should contact **GWL Toll Free at 1-800-318-6098 before incurring any extended health expenses** to confirm the limit that applies to the item/service being purchased.

To be considered reasonably necessary, the medical services or products must be ordered by a physician and must be commonly and customarily recognized throughout the physician’s profession as appropriate in the treatment of the patient’s diagnosed sickness, injury or condition.

The OPG Plan will pay the excess over the deductible portion of the reasonable and customary limits and time limitations for the services and supplies set out in this brochure, when necessary for the care and treatment of injury or illness and when ordered or prescribed by a licensed medical practitioner.

The reasonable and customary limit of any service or supply is the usual charge of a similar provider in the area. A “similar service” is one of the same nature and duration, requires the same skill and is performed by a provider of similar training and experience. “Area” means the town or city in which the service or supply is actually provided.

Reasonable and customary limits apply to all benefits.

Preferred Vision Services (PVS)

- Employees with coverage under the OPG Plan have the option of using PVS which is a national network of preferred vision care providers, subject to its availability
- PVS offers discounts of up to 20% towards the purchase of eyeglasses and/or contact lenses
- Prior to making a purchase, individuals covered by the OPG Plan should provide their OPG Drug Card to the provider and should inquire about possible discounts
- More information about PVS is available by contacting 1-800-668-6444 or by visiting www.pvs.ca

Ontario Drug Benefits Plan (ODB) Explanation of Deductibles - PENSIONERS ONLY

Plan	Amount	Time of Year	Refunded by OPG
OPG Health & Dental Benefit Plan (Details of these deductibles are available on page 10 of this brochure)	Single coverage: \$10.00/calendar year Family coverage: \$20.00/calendar year	Automatically subtracted from claims submitted from January 1 of any calendar year, until the annual maximum of the deductible is reached	No
Ontario Drug Benefit (ODB) Plan	Flat Rate: \$100.00/ calendar year	Commences in August of each year until the maximum amount is reached	Yes - see below

- Pensioners living in Ontario who are age 65 and older, are covered for most medication under the ODB Plan, which is sponsored by the provincial government
- Once the expense for the ODB deductible has been incurred, a paper claim may be filed with GWL to claim the \$100.00 deductible, and any dispensing fee up to \$5.00 for eligible over-the-counter products for items covered under the ODB Plan

NOTE:

- While drugs covered by the ODB Plan are not reimbursed under the OPG Plan, pensioners living outside Ontario who are age 65 or older and eligible for OPG drug benefits are also entitled to receive the first \$100.00 per year and the payment for dispensing fees up to \$5.00 for drugs normally covered by the ODB Plan
- To file such a claim, follow the process for paper claims as outlined under “Submitting Claims” (see page 10 of this brochure)

Dental Benefits

All dental codes covered are subject to the restrictions (both on fees to be charged and specific work to be done) as outlined in the current Ontario Dental Association (ODA) Suggested Fee Guide for General Practitioners.

Dentists may charge additional amounts over this limit – if so, the additional amount is the sole responsibility of the employee/pensioner.

Charges are deemed to have been incurred on the date the services were completed.

Fees for specialists will be considered up to the ODA fee amount for a General Practitioner if applicable.

Dental implants and dental inlays are added to the list of covered dental codes **BUT** coverage will be limited to “Least Costly Alternative” reimbursement. This means only the lowest cost of the alternative services will be reimbursed, and if you have dental implant or inlay treatment, rather than a cheaper alternative, only a portion of the cost may be covered.

Only the Dental Codes listed on the OPG Internal Web are covered by the OPG Plan.

Dental Codes are divided into 2 categories:

- ▶ **Class A** Services – covered at 100%
- ▶ **Class B** Services – covered at 85%

Orthodontic Services are covered at 75% co-insurance to a maximum of \$5,000 per person per lifetime.

Preventive Services (e.g. Scaling/Polishing/Recall) are covered once every 9 months. This does not change entitlement to the units available for scaling and polishing.



Restorative Services

Porcelain Onlays – maximum one (1) onlay or crown per five (5) year period for same tooth (i.e. no repair or replacement within five (5) year period).

Least Costly Alternative

If two or more services whose dental codes are listed on the OPG Plan are separately suitable for the dental care of a specific condition, according to customary dental practices, and if a charge is actually incurred for one of such services, then a charge for only the least expensive of such services will be considered to have been incurred.

Dental Lab Fees

Dental Lab Fees are covered up to 60% of the ODA suggested amount for General Practitioners for the related dental procedure.

Dental Predetermination

- For the protection of the employee/pensioner, if the course of treatment involves charges of \$600 or more, it is suggested that the treatment plan be submitted to GWL, in advance, for predetermination of benefits
- Submission of a Predetermination provides the employee/pensioner with the opportunity to confirm the coverage amount allowed by the OPG Plan before the work is actually carried out
- Predeterminations are treatment plans, submitted by the dentist before the work commences, and may include such items as photographs, X-rays, dental models, etc.
- GWL will advise the employee/pensioner, before the work commences, of the amount that will be reimbursed
- Predeterminations are valid for 6 months

Denturists

Fees (including lab fees) will be reimbursed, under the Denturist Association of Ontario (DAO) Fee Guide, for full upper and/or lower dentures at 85% once every 3 calendar years. The fee for construction of full upper and/or lower dentures by a Denture Therapist/Denturist includes lab fees as set out in the DAO Fee Guide. As such, separate lab fees are considered to be included in the allowable fees and are not reimbursed.

Dental Treatments - Accidents

Dental Treatment for the restoration of an area damaged as the result of an accident that occurs while the OPG Plan is in effect are covered as long as treatment commences within 90 days of the accident.

NOTE:

- Repair or replacement of artificial teeth is not covered
- No reimbursement will occur on charges for treatment performed after the 365th day following the accident or after termination of coverage, whichever is the earliest
- Claims for dental treatments as a result of an accident, must be completed using the Health Claim, not Dental Claim, form

Orthodontic Benefits

Prior to the commencement of treatment, an orthodontic treatment plan should be submitted by the Dentist to GWL

- The orthodontic treatment plan must include the following:
 - A classification of the malocclusion or malposition
 - Recommendation and description of the necessary treatment by orthodontic procedures
 - Estimation of the duration over which the treatment will be completed
 - Estimation of the total charge for such treatment
 - Cephalometric X-rays, study models and other supporting evidence as GWL may reasonably require
- GWL will advise the employee/pensioner of the amount eligible for reimbursement under the OPG Plan
- The total eligible charges scheduled to be made in accordance with an orthodontic treatment plan are made in monthly installments
- For the first month of treatment, the lesser of the initial fee OR 25% of the total estimated cost for orthodontic treatment will be paid
- The rest is paid over a period of time equal to the estimated duration of the orthodontic treatment plan
- The first installment is considered to occur on the date on which the orthodontic appliance is first inserted and subsequent installations are considered to occur each month thereafter

- Acceptable claims for reimbursement include the following:
 - A claim form submitted by the employee with the receipt attached
 - A claim form submitted by the orthodontist indicating “monthly orthodontic fee” and indicating the charge for same
- If an employee’s coverage under the OPG Plan ceases, ongoing orthodontic benefits will continue until the end of the quarter in which employment terminates

The following orthodontic services are covered under the OPG Plan at 75% co-insurance to a maximum of \$5,000 per person per lifetime:

- Consultations
- Pretreatment Diagnostic Services
 - Diagnostic models
 - X-rays
 - Cephalometric work-up
- Preventive and Interceptive Orthodontics (including appliances and maintenance)
 - Habit inhibiting
 - Space regaining
 - Space maintenance
 - Cross bite correction
 - Dental arch expansion
- Corrective Orthodontics
 - Removable and fixed appliance therapy
 - Retention

NOTE:

Orthodontic treatment plans for eligible dependants must be fully completed prior to the eligible dependant’s 24th birthday in order to receive reimbursement

Benefits Coverage Outside of Ontario

All Individuals Covered By The OPG Plan

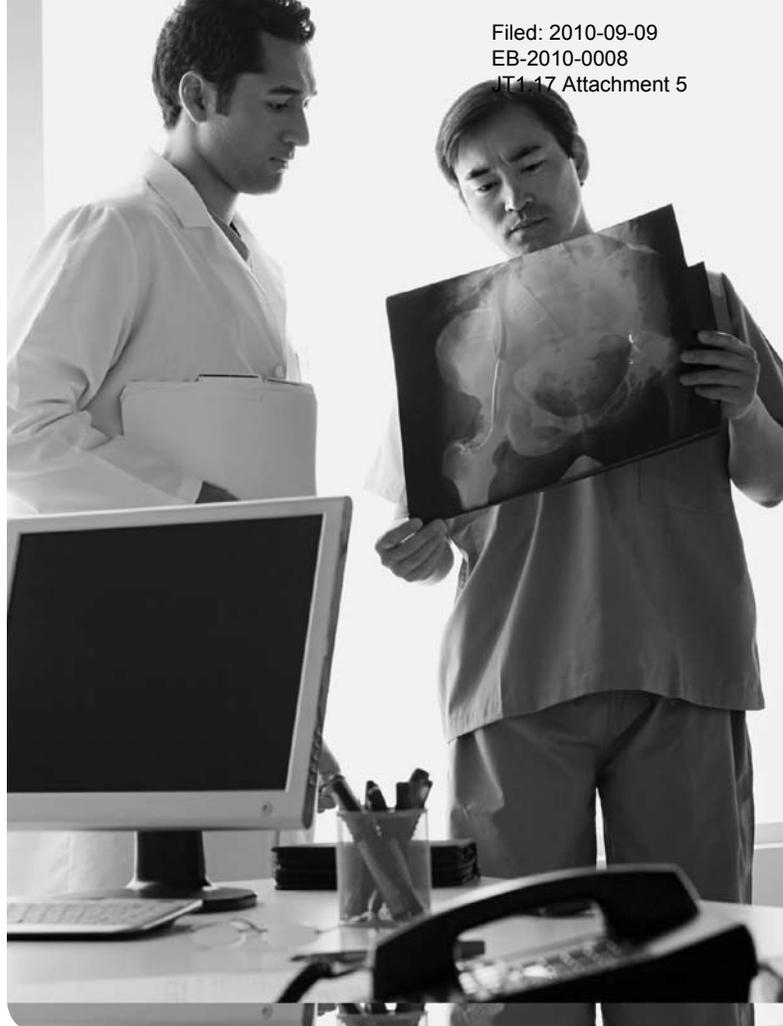
Extended Health and Dental Benefits as outlined in this brochure are provided outside of Ontario under the following conditions:

- All of the same terms, conditions, restrictions and limits as if the benefit was being purchased in Ontario
- At a rate **NOT** greater than the rate the benefit would be provided at in Ontario
- A complete written description of the procedure must be obtained for any dental procedure
- Money payable under the OPG Plan will be paid in Canadian dollars
- The foreign exchange rate will be the rate in effect on the date the charges for services are incurred while in a foreign location
- Any charges in excess of the specified limits or restrictions are the sole responsibility of the individual covered by the OPG Plan

NOTE:

- Any coverage normally provided by the Ontario Health Insurance Plan (OHIP), the Ontario Drug Benefit Plan (ODB), the Assistive Devices Program (ADP), the Workplace Safety and Insurance Board (WSIB), or any other government agency may be covered by that Plan or Agency but are **NOT** covered by the OPG Plan
- Individuals covered by the OPG Plan should contact the government agency or their Attending Physician directly to determine their level of coverage and any restrictions

**No coverage is provided for emergency out of province/
country medical assistance for personal travel**



Employees - Working for OPG Outside of Ontario

- OPG provides special Health and Dental coverage for OPG employees who are working outside of Ontario
- Further information on this coverage, OHIP and WSIB arrangements should be obtained by contacting the local OPG Human Resources Office
- Employees who are on assignment for more than eight weeks should have their OPG Human Resources/Employee Services Centre contact the OPG Benefits Department with the following information prior to the employee leaving Ontario:
 1. Employee Name
 2. Employee Number
 3. Coverage – Single or Family
 4. Location where OPG employee will be working
 5. Start date of employment outside Ontario
 6. Expected return date to Ontario

Excluded Charges

The following are NOT covered by the OPG Health & Dental Plan:

- Charges incurred while coverage is not in effect
- Health and dental services or supplies normally paid through any provincial hospital plan, any provincial medical plan, Workplace Safety and Insurance Board (WSIB), other government agencies or any other sources
- Charges for unnecessary services and supplies for medical care of the patient's sickness, injury or condition
- Coverage of tuberculosis and mental illness when patient is confined to a special institution for treatment
- Rest cures, travel for health reasons or insurance examinations
- The portion of any charge for any service or supply, in excess of the reasonable and customary limits
- Licensed Practitioner's notes unless specifically required by OPG
- Delivery or transportation charges for items/ services unless coverage is specifically indicated
- Mileage/travel time/travel expenses for attending medical appointments
- Coverage for substance abuse treatment programs
- Charges for a dental procedure for which an active appliance was installed before the patient was covered
- Cosmetic dentistry or services otherwise not reasonably necessary or customarily performed, for the dental care of the covered individual
- Charges in excess of the amount shown in the Ontario Dental Association (ODA) Suggested Fee Guide for General Practitioners
- Dentist's notes unless specifically required by OPG

PART TWO Extended Health Benefits Table

To assist with prompt processing of your health claims for **all eligible medical devices and supplies**, include written documentation from the medical practitioner detailing the patient's condition and the **medical necessity** for the device or equipment. This will speed up reimbursement of your claim as GWL will not have to ask you for additional information.

Using The Table

The following table outlines coverage for extended health benefits under the OPG Plan:

- The first column lists all of the extended health benefits **ALPHABETICALLY BY NAME OR TYPE**
- The second column provides a description of the level of coverage provided under the OPG Plan
- The third column provides further information about the benefit and also provides information on specific requirements for reimbursement
- At the bottom of each page there are FOOTNOTES which provide further information on the benefits covered and outline the general requirements to ensure reimbursement. They include:
 - All items/services are subject to Reasonable and Customary Limits
 - *All service providers must be licensed, certified, registered and/or qualified, within the scope of their profession and by the jurisdiction in which they are practicing
 - Government coverage (e.g. OHIP, ADP, etc) is subject to change without prior notice
 - ADP = Assistive Devices Program; Government of Ontario
 - OHIP = Ontario Health Insurance Plan
 - WSIB = Workplace Safety & Insurance Board
 - Great-West Life (GWL) reserves the right to request further information prior to reimbursement of any claim

In order to understand what will be reimbursed for each item/service, please read columns 1, 2 and 3 plus the FOOTNOTES before purchasing the item/service.

Extended Health Benefits Tables

ITEM	LEVEL OF COVERAGE	REQUIREMENTS/COMMENTS
ACUPUNCTURISTS*		Refer to PARAMEDICAL SERVICES
AERO CHAMBERS		Refer to RESPIRATORY DEVICES
AMBULANCE SERVICES	Coverage provided for the portion not covered by any government agency NOT COVERED: no costs are reimbursed if a government agency does not provide coverage	Professional ambulance service will be paid to the nearest facility in Ontario competent to care for the individual when the service is paid for in part by a government plan or agency (e.g. OHIP). This also includes air ambulance, when medically necessary.
ARCH SUPPORTS		Refer to ORTHOTICS
ARTIFICIAL EYE OR LIMB		Refer to APPENDIX A
BACK BRACE		Refer to APPENDIX A
BACK SUPPORT		Refer to APPENDIX A
BEDS		Refer to APPENDIX A
BLOOD AND BLOOD PRODUCTS for transfusions	The customary charge, where reasonable, to the extent to which such service is not paid for or provided by a government department or agency (e.g. OHIP, WSIB)	REQUIRES – written prescription by the Licensed Practitioner
BLOOD PRESSURE KITS	Once every 3 calendar years based on Reasonable and Customary Limits	REQUIRES – written prescription by the Licensed Practitioner
BOOST®		Refer to FOOD SUPPLEMENTS
BOOTS – CUSTOM MADE		Refer to FOOTWEAR
BRACES		Refer to APPENDIX A
BREAST PROSTHESIS – EXTERNAL		Refer to APPENDIX A
BREATHE EASY® /BREATHE RIGHT® STRIPS		REQUIRES – written prescription by the Licensed Practitioner Claim electronically using the OPG Drug Card
CANES		Refer to APPENDIX A
CASTS		Refer to APPENDIX A
CATHETERS		Refer to APPENDIX A
CERTIFIED SHIATSU THERAPIST(CST)*		Refer to PARAMEDICAL SERVICES
CERVICAL COLLARS		Refer to APPENDIX A
CERVICAL PILLOWS		Refer to APPENDIX A
CHIROPODISTS*/ PODIATRISTS*	A combined maximum of \$200 per person per calendar year, when in excess of OHIP	REQUIRES - must be a duly Licensed Practitioner
CHIROPRACTICS* Includes X-rays	Maximum of \$650 per person per calendar year, when in excess of OHIP	REQUIRES—must be a duly Licensed Practitioner Claims are paid on a per visit basis for charges in excess of what OHIP allows/pays
CHRONIC CARE HOSPITAL		Refer to HOSPITAL

- All items/services are subject to Reasonable and Customary Limits
- *All service providers must be licensed, certified, registered and/or qualified, within the scope of their profession and by the jurisdiction in which they are practicing
- Government coverage (e.g. OHIP, ADP, etc) is subject to change without prior notice

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Extended Health Benefits Tables

ITEM	LEVEL OF COVERAGE	REQUIREMENTS/COMMENTS
CIALIS®		Refer to ERECTILE DYSFUNCTION DRUGS
CLINICAL ECOLOGISTS*		Refer to PARAMEDICAL SERVICES
COMPRESSORS		Refer to RESPIRATORY DEVICES
CONTACT LENSES		Refer to VISION CARE
CONVALESCENT/ REHABILITATIVE HOSPITAL		Refer to HOSPITAL
CPAP MACHINES		Refer to RESPIRATORY DEVICES
CRUTCHES		Refer to APPENDIX A
CUSTOM MADE BOOTS/ SHOES		Refer to FOOTWEAR
DIABETIC SUPPLIES Includes: needles, syringes, dextrosticks, glucosticks, autolets, autoclicks, lancets, preci-jet guns, insulin pumps and necessary hardware, blood glucose meters (glucometers)		REQUIRES – written prescription by the Licensed Practitioner NOTE – patient does not need to be insulin dependent to be eligible for a blood glucose meter Replacement of a blood glucose meter, preci-jet gun, insulin pump and necessary hardware is eligible once every 3 calendar years
DIAGNOSTIC SERVICES		Refer to LABORATORY TESTS
ENSURE®		Refer to FOOD SUPPLEMENTS
ERECTILE DYSFUNCTION DRUGS Includes: Cialis®, Levitra®, Viagra®	A combined maximum of \$500 per calendar year	REQUIRES – written prescription by the Licensed Practitioner
EXTRA DEPTH SHOES		Refer to FOOTWEAR
EYE EXAMINATIONS		Refer to VISION CARE
EYE GLASSES		Refer to VISION CARE
FERTILITY DRUGS	Up to 12 months or a maximum cost of \$5,000 whichever comes first, per lifetime	REQUIRES – written prescription by Licensed Practitioner Covers drugs on the OPG Drug Formulary and can not be purchased using the OPG Drug Card. For these drugs ONLY, paper claims submitted to GWL will be accepted at any time throughout the year
FOOD SUPPLEMENTS	Generally <u>not</u> covered except: Nutramigen® - for children, up to 85% Boost® OR Ensure® - for very sick adults	REQUIRES – written prescription by the Licensed Practitioner detailing the condition and the medical necessity for the provision

- All items/services are subject to Reasonable and Customary Limits
- *All service providers must be licensed, certified, registered and/or qualified, within the scope of their profession and by the jurisdiction in which they are practicing
- Government coverage (e.g. OHIP, ADP, etc) is subject to change without prior notice

- ADP = Assistive Devices Program; Government of Ontario
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Extended Health Benefits Tables

ITEM	LEVEL OF COVERAGE	REQUIREMENTS/COMMENTS
FOOTWEAR as detailed below	Aggregate maximum of 2 pairs per person per calendar year (for all footwear) NOT COVERED: other items not covered include orthopedic winter boots, sandals and comfort shoes such as Reebok®, Nike®, Rockport®, or Mephisto®	
Custom-Made Boots or Shoes Ready-made orthopedic shoes Adjustments to stock item footwear	Reasonable and customary limits for such boots/shoes or modifications and adjustments to such footwear	REQUIRES – written prescription by a Chiroprapist, Orthopedic Surgeon, Podiatrist or General Medical Practitioner Custom-made boots or shoes must be accompanied by a treatment plan (a written document detailing the condition and medical necessity for the custom-made boots/shoes) by the practitioners listed above or an Independent Medical Examination (IME)
Ready-made extra depth shoes	Reasonable and customary limits NOT COVERED to accommodate orthotics or extra wide feet	REQUIRES – written prescription by a Licensed Practitioner indicating they are medically required to treat a skeletal deformity, specifically hammer toes or clawfoot
HEARING AIDS Includes ear moulds	Reasonable and customary limits, for purchase or repair, will be reimbursed once per person per ear in any period of 3 consecutive calendar years NOTE: The ADP covers a portion of the costs	REQUIRES – written prescription by an audiologist or a hearing aid specialist authorized with the Ontario government ADP Assistance must first be sought through the ADP No deductible for hearing aids Where required for both ears, both hearing aids should be purchased at the same time
HOMEOPATHS*		REFER TO PARAMEDICAL SERVICES
HOSPITAL Chronic Care	Up to \$40 per day for a maximum of 120 days in any period of 365 consecutive days, towards semi-private or private room accommodation in a hospital for the chronically ill or a chronic care unit of a general hospital	
Convalescent/ Rehabilitative Care	The semi-private differential between ward accommodation covered by the Ontario Health Insurance Plan (OHIP) and semi-private accommodation in contract (private) hospitals, or in a convalescent/rehabilitative hospital, such as St. John's in Toronto, up to a maximum of 365 days per lifetime	
Private Room	The OPG Plan covers the differential between semi-private and private room accommodation (but not a suite) in an active treatment hospital	
Semi-Private Room	The semi-private differential between ward accommodation covered by the Ontario Health Insurance Plan (OHIP) and semi-private accommodation in an active treatment hospital, such as Toronto Hospital, is covered under the OPG Plan. Also includes the Shouldice Clinic and the Homewood Sanitarium	

- All items/services are subject to Reasonable and Customary Limits
- *All service providers must be licensed, certified, registered and/or qualified, within the scope of their profession and by the jurisdiction in which they are practicing
- Government coverage (e.g. OHIP, ADP, etc) is subject to change without prior notice

- ADP = Assistive Devices Program; Government of Ontario
- OHIP = Ontario Health Insurance Plan
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Extended Health Benefits Tables

ITEM	LEVEL OF COVERAGE	REQUIREMENTS/COMMENTS
HOSPITAL BEDS – MANUAL		Refer to APPENDIX A
LABORATORY TESTS	Reasonable and customary limits for such diagnostic services to the extent they are not paid by OHIP	REQUIRES –by a qualified person when not covered by any government agency Where an eligible individual receives diagnostic services in a Hospital or Laboratory, authorized by a Physician
LASER EYE SURGERY		Refer to VISION CARE
LEARNING DISABILITIES		Refer to REGISTERED CLINICAL PSYCHOLOGIST*
LEVITRA®		Refer to ERECTILE DYSFUNCTION DRUGS
LIQUID MEALS		REQUIRES – written prescription by the Licensed Practitioner For cancer patients receiving chemotherapy or radiation treatment
LUMBO-SACRAL SUPPORT BELT		Refer to APPENDIX A
LYMPHA-PRESS PUMP	Purchase/rental as determined by GWL	REQUIRES – written confirmation by the Licensed Practitioner that the patient has lymphadema and has been unresponsive to other types of therapy Assistance must first be sought through the ADP Coverage is provided for the pump itself as well as the pump sleeves, gauntlets and graduated compression sleeves
(REGISTERED) MASSAGE THERAPIST (RMT)*		Refer to PARAMEDICAL SERVICES
NATUROPATHS*		Refer to PARAMEDICAL SERVICES
NEBULIZERS		Refer to RESPIRATORY DEVICES
NUTRAMIGEN®		Refer to FOOD SUPPLEMENTS
OBUS FORM®		Refer to APPENDIX A
ORTHOTICS (Arch Supports)	Maximum of \$450 for 1 pair of orthotics per person every 3 calendar years NOT COVERED – Soft Orthotics (leather or cork), Sport Orthotics or Fashion Orthotics unless there is written justification from the Licensed Practitioner indicating that the person has a medical condition preventing them from wearing hard regular Orthotics	REQUIRES – written prescription by a Chiroprapist, Chiropractor, Orthopedic Surgeon, Podiatrist or General Medical Practitioner Coverage provided for hard regular Orthotics made out of plastic (including semi-rigid) NOTE – As children’s feet grow, reimbursement may be up to a maximum of \$450 per year until the age of 18
ORTHOVISC®/ SYNVISIC® INJECTIONS Includes Durolane®	A combined maximum of \$3,000 per person per lifetime	REQUIRES – written prescription by the Licensed Practitioner for treatment of osteoarthritis
OSTOMY SUPPLIES		Refer to APPENDIX A
OXYGEN & RENTAL OF EQUIPMENT FOR ADMINISTRATION THEREOF		Refer to APPENDIX A

- All items/services are subject to Reasonable and Customary Limits
- *All service providers must be licensed, certified, registered and/or qualified, within the scope of their profession and by the jurisdiction in which they are practicing
- Government coverage (e.g. OHIP, ADP, etc) is subject to change without prior notice

- ADP = Assistive Devices Program; Government of Ontario
- OHIP = Ontario Health Insurance Plan
- WSIB = Workplace Safety & Insurance Board
- Great-West Life (GWL) reserves the right to request further information prior to reimbursement of any claim

Extended Health Benefits Tables

ITEM	LEVEL OF COVERAGE	REQUIREMENTS/COMMENTS
PARAMEDICAL SERVICES* Includes: Acupuncturists, Clinical Ecologists, Homeopaths, Naturopaths, Registered Massage Therapists (RMT), Shiatsu Therapy when performed by a RMT or a Certified Shiatsu Therapist (CST)	Aggregate maximum of \$1,500 per person per calendar year (for all Paramedical Services), based on 50% co-insurance NOT COVERED – Drugs/medicines prescribed and dispensed by these providers	Reimbursement is on a per-visit basis and is based on the date on which the treatment was administered by the service provider
PHYSIOTHERAPY	Reasonable and customary limits	If Physiotherapist has an agreement with OHIP, reimbursement will be made by OHIP, not OPG If the Physiotherapist is not registered with OHIP, OPG will reimburse the entire cost for treatments, subject to reasonable and customary limits The Physiotherapist can not be a member of, or related to a member of, the employee's family
PODIATRISTS/ CHIROPODISTS*	A combined maximum of \$200 per person per calendar year, when in excess of OHIP	REQUIRES - must be a duly Licensed Practitioner
PRIVATE DUTY NURSING*	Maximum fee paid is the level set by the largest nursing registry in the Province of Ontario NOT COVERED – custodial care, agency fees, shift/overtime premiums, services which are mainly custodial, services which are mainly to assist with the functions of daily living, dispensing of oral medication, services which could be provided by someone who does not have the professional qualifications of a Registered Nurse	Services must be provided by a Registered Nurse (RN) who is registered in any of the Provinces of Canada (not a relative) either in the hospital or home, provided it is ordered by the Attending Physician and only to the extent patient's medical needs for registered nursing can not be provided through the Community Care Access Centre (CCAC)
PRIVATE HOSPITAL ROOM		Refer to HOSPITAL
PROSTATE SPECIFIC ANTIGEN (PSA)	Reasonable and customary cost of an annual PSA test unless covered by OHIP	REQUIRES – written prescription by the Licensed Practitioner
PROSTHETIC APPLIANCES		Refer to APPENDIX A
PSYCHOLOGIST*		Refer to REGISTERED CLINICAL PSYCHOLOGIST*
RADIUM & RADIOACTIVE ISOTOPE TREATMENT	The customary charge, where reasonable, to the extent to which such service is not provided by a government department or agency (e.g. OHIP, WSIB)	REQUIRES – written prescription by the Licensed Practitioner

- All items/services are subject to Reasonable and Customary Limits
- *All service providers must be licensed, certified, registered and/or qualified, within the scope of their profession and by the jurisdiction in which they are practicing
- Government coverage (e.g. OHIP, ADP, etc) is subject to change without prior notice

- ADP = Assistive Devices Program; Government of Ontario
- OHIP = Ontario Health Insurance Plan
- WSIB = Workplace Safety & Insurance Board
- Great-West Life (GWL) reserves the right to request further information prior to reimbursement of any claim

Extended Health Benefits Tables

ITEM	LEVEL OF COVERAGE	REQUIREMENTS/COMMENTS
REGISTERED CLINICAL PSYCHOLOGIST* Includes coverage for psychological training courses where recommended for families of chronically ill patients (e.g. patient is dying), even if such training is not provided by a Registered Clinical Psychologist, so long as such courses are recommended by a Physician or Registered Clinical Psychologist	Reasonable and customary to a maximum of \$4,000 per person per calendar year	REQUIRES – in order to secure benefits for the eligible psychological services, the patient must obtain a full itemized receipt signed by the Registered Clinical Psychologist indicating the dates of the service and the amount charged for each service Psychologists fees are normally only paid when the services are provided by a Registered Clinical Psychologist Learning Disabilities - some charges are covered for initial testing, but no coverage for reports Aptitude Testing is not covered, as it is not treating an illness, injury or medical condition Reports, in general, are not covered
REGISTERED MASSAGE THERAPISTS (RMT)*		Refer to PARAMEDICAL SERVICES
RESPIRATOR		Refer to APPENDIX A
RESPIRATORY DEVICES such as Aero Chambers, Compressors, CPAP Machines, Nebulizers, and associated equipment (headgear, hose, mask and filters)	Reasonable and customary limits NOT COVERED – no costs associated with this item are covered by the Plan where a government department or agency (e.g. OHIP, WSIB) provides coverage	REQUIRES – written prescription by a physician Assistance must first be sought through the ADP If ADP does not cover an eligible respiratory device, the OPG Plan will provide full reimbursement, subject to reasonable and customary limits, provided the item is the least costly to satisfy the medical necessity If a patient is reimbursed for an aero chamber and also requires a compressor, and it qualifies under the ADP, the amount paid for the aero chamber will be deducted from the cost of the compressor
SCOOTERS – Electric		Refer to WHEELCHAIRS
SEMI-PRIVATE HOSPITAL ROOM		Refer to HOSPITAL
(CERTIFIED) SHIATSU THERAPIST(CST)*		Refer to PARAMEDICAL SERVICES
SHOES – Custom made, extra-depth, stock item footwear		Refer to FOOTWEAR
SMOKING CESSATION PRODUCTS such as Nicorette Gum®, Nicotine Patch and Zyban®	Up to \$1,000 per person per year	REQUIRES – written prescription by the Licensed Practitioner Claim electronically using the OPG Drug Card
SPEECH THERAPISTS*	Maximum of \$300 per person per calendar year	REQUIRES – written prescription by the Licensed Practitioner or Dentist authorizing such treatment is necessary
SPLINTS		Refer to APPENDIX A
SUPPORT STOCKINGS		Refer to APPENDIX A

- All items/services are subject to Reasonable and Customary Limits
- *All service providers must be licensed, certified, registered and/or qualified, within the scope of their profession and by the jurisdiction in which they are practicing
- Government coverage (e.g. OHIP, ADP, etc) is subject to change without prior notice

- ADP = Assistive Devices Program; Government of Ontario
- OHIP = Ontario Health Insurance Plan
- WSIB = Workplace Safety & Insurance Board
- Great-West Life (GWL) reserves the right to request further information prior to reimbursement of any claim

Extended Health Benefits Tables

ITEM	LEVEL OF COVERAGE	REQUIREMENTS/COMMENTS
SYNVISC®/ ORTHOVISC® INJECTIONS Includes Durolane®	A combined maximum of \$3,000 per person per lifetime	REQUIRES – written prescription by the Licensed Practitioner for treatment of osteoarthritis
TEMPOROMANDIBULAR JOINT (TMJ) DEVICES	Maximum of \$1,300 per person per lifetime For dental codes listed on the OPG Internal Web, coverage at 85% of the ODA Suggested Fee Guide for General Practitioners	REQUIRES – after a period of 5 years from the initial date of purchase, on the written recommendation of the Attending Physician and with the provision of any required supporting evidence, the \$1,300 maximum may be reinstated
TENS - (TRANSCUTANEOUS ELECTRONIC NERVE STIMULATOR) UNITS Includes associated supplies	1 per person every 3 years subject to Reasonable and Customary limits	REQUIRES – written prescription by the Licensed Practitioner
TRUSSES		Refer to APPENDIX A
URINARY KITS		Refer to APPENDIX A
VACCINATIONS	Coverage for vaccines as listed on the OPG Drug Formulary	REQUIRES – written prescription by the Licensed Practitioner Coverage is for the vaccine only Doctor's fees are not included in the coverage
VIAGRA®		Refer to ERECTILE DYSFUNCTION DRUGS
VISION CARE Includes contact lenses, eye examinations, eye glasses, laser eye surgery	\$500 per person every 2 calendar years – use for contact lenses or eye glasses ONLY Effective January 1, 2007 increases to \$550 from \$500 Effective January 1, 2008 increases to \$600 from \$550 AND Coverage for an eye examination once every 2 calendar years AND \$3,000 lifetime maximum per person for laser eye surgery NOT COVERED – sunglasses or eye glasses for cosmetic purposes are not covered	REQUIRES – written prescription by the Licensed Practitioner or Optometrist for corrective lenses Prescription sunglasses (corrective lenses only) are eligible under the Plan No deductible for contact lenses/eye glasses/laser eye surgery Claims should not be submitted to GWL until the contact lenses/eye glasses/laser eye surgery has been paid in full and a receipt for "full payment" can be supplied. The date of the final bill is the effective date of the claim Coverage periods: • January 1, 2005 – December 31, 2006 • January 1, 2007 – December 31, 2008 • January 1, 2009 – December 31, 2010 For laser eye surgery – if charged for initial assessment, but not a candidate for surgery, the cost of the assessment will be reimbursed by OPG and the amount of the assessment subtracted from the \$3,000 lifetime maximum
WALKERS		Refer to APPENDIX A
WHEELCHAIRS		Refer to APPENDIX A
WIGS	Maximum of \$500 per person every 3 calendar years for cancer patients NOT COVERED – hair care products or dry cleaning	REQUIRES – written prescription by the Licensed Practitioner For patients undergoing chemotherapy or radiation treatment

- All items/services are subject to Reasonable and Customary Limits
- *All service providers must be licensed, certified, registered and/or qualified, within the scope of their profession and by the jurisdiction in which they are practicing
- Government coverage (e.g. OHIP, ADP, etc) is subject to change without prior notice

- ADP = Assistive Devices Program; Government of Ontario
- OHIP = Ontario Health Insurance Plan
- WSIB = Workplace Safety & Insurance Board
- Great-West Life (GWL) reserves the right to request further information prior to reimbursement of any claim

Appendix A

A variety of other items are eligible when prescribed by a physician. Eligible items include prosthetic appliances, crutches, splints, casts, trusses, braces; oxygen and rental of equipment for administration thereof; rental of wheel chairs, respirators and manual hospital-type beds. Consideration may be given to claims for purchase or repair of such articles.

Where an eligible person, on the basis of a written report or prescription from the attending physician, requires an artificial limb or eye, cervical collars, cervical pillows (maximum of one per individual per year), braces, catheters, urinary kits, external breast prosthesis following mastectomies (the additional 25% not covered by the Assistive Devices Program (ADP), once every two years, and up to three brassieres per year), ostomy supplies (where a surgical stoma exists), the OPG Plan will pay the reasonable and customary charges for such articles.

A lumbo-sacral support belt qualifies as a back brace. The regular Obus Form[®] back support and similar back supports are covered if prescribed by an orthopedic surgeon or chiropractor (but not a general practitioner), up to one per individual, once every five years. The maxi and mini Obus Form[®] back supports are not covered and the seat support is not covered.

Support stockings, such as Jobst[®] or Sigvarius[®], are covered. An eligible individual may claim a maximum of three pairs per year. The less expensive support stockings, readily available without a prescription, are not covered.

Where an eligible person, on the written advice of the attending physician, requires for therapeutic use a wheelchair (electric wheelchairs are excluded unless a certified orthopedic specialist recommends a power-driven unit because of a medical necessity), a manual hospital bed, crutches, cane, walker, oxygen set and respirator, the OPG Plan will pay a reasonable rental or other charge; provided, however, in cases where the eligible person is entitled to have the above equipment provided or the rental charges or cost thereof paid for by a government department or agency (e.g., WSIB, OHIP), the Plan shall incur no liability under this clause. The decision to rent or purchase shall be made by Great-West Life and shall be based on the physician's estimate of the duration of need, but in any event the OPG Plan will not pay rental charges in excess of the purchase price. Consideration may be given to the repair of the articles listed above when considered reasonable by Great-West Life.

The following items are not covered:

- pacemakers
- circulatory pumps
- bathtub bars/hand rails
- electronic air cleaners
- water beds
- hot tubs
- chair lifts
- morphine pumps
- ortho pac bone growth stimulators
- commode chairs
- central/home air conditioners
- craftomatic beds
- exercise equipment
- access ramp



GETTING THE MOST FROM YOUR OPG HEALTH & DENTAL PLAN

TIPS

When you have the facts you can make informed decisions about your health care choices. That is why we have created this tip sheet for you to post in a convenient place for reference.

A Look at OPG's Health and Dental Plan

In 2005, OPG spent \$82 million on its Health and Dental Plan, to support the health and well-being of 11,291 employees and 23,448 employee family members as well as 7,910 pensioners and 6,685 pensioner family members. This represented a claims cost increase of approximately 6.8 per cent over 2004.

Among all users, there were close to one million individual claims submitted to Great-West Life last year, including:

- **Dental:** 302,000 claims
- **Medical:** 89,000 claims
- **Drugs:** 570,000 claims
- **Vision:** 35,000 claims



With benefit costs escalating annually, each of us must take action where we can to help manage these costs.

Making changes to the way you manage your health care can add up to savings for you and OPG.

DRUGS: How can I manage dispensing fees?

- 1. Shop around:** The pharmacies in large supermarket chains and discount stores, such as Costco, Loblaws, Wal-Mart or Zellers, etc., generally have lower dispensing fees.
- 2. Consider other providers:** Mail-order pharmacies such as Meditrust Pharmacy (1-888-792-3667) or Pharmex Direct (1-800-663-8637) have lower dispensing fees and provide next-day courier service to homes anywhere in Ontario. If you have maintenance drugs – for example, high blood pressure medication - these mail-order services are ideal.
- 3. Negotiate:** You may be able to negotiate your own reduction in dispensing fees with your local provider.

What is the value of generic medications? You can reduce costs by buying generic medications. Generics have the same active ingredient as the brand name equivalent, but are cheaper. Generics are automatically substituted for brand name drugs unless your doctor indicates 'no substitutes' on your prescription. Ask if there is a generic version for your medication.

How do I buy life-sustaining over-the-counter medications? Present your prescription and drug card at the pharmacy to purchase life-sustaining over-the-counter medication (or prescription medication). You may also submit your paper drug claim, including the pharmacist receipt and the claim form, during two submission months – **April or October**. Please allow enough mailing time to ensure that Great-West Life receives your paper drug claim within the months of April or October. **All claims received after these claim periods will be returned for submission during the next claim period.**

DENTAL: How can I protect myself from unexpected dental costs?

Dental implants, dental inlays and other dental procedures can be costly. It is strongly recommended that you have your dentist submit a dental predetermination to Great-West Life prior to proceeding with the dental work. This way you will know in advance how much you may be out-of-pocket.

Why does the Plan pay for only part of some dental costs? When dental coverage is available for more than one suitable treatment method, the Plan provides coverage for the least costly alternative. You may still choose the higher cost option, but you will have to pay the difference between the two treatment methods. If your dentist recommends a treatment that is not covered by the Plan (such as cosmetic dentistry), the least costly alternative does not apply and you pay the whole cost.

MEDICAL: How do I protect myself from unexpected medical costs?

You can get a predetermination for other types of medical expenses you may be thinking about. If you are considering an expensive procedure, product or piece of medical equipment, submit your information to Great-West Life to obtain a predetermination that will let you know where you stand so you can plan in advance for out-of-pocket costs, if any.

OPG's Health and Dental Plans for employees and pensioners are competitive and comprehensive when compared to other plans. When you have the facts, you can be smart about your health care choices and costs.

EMPLOYEE CONTACTS:

OPG INTRANET SITE:

- ➔ Plan information and entitlements

LOCAL HR OFFICE:

- ➔ Enrollment and information

CONTACT GREAT-WEST LIFE:

(For employees and pensioners)

- ➔ Claims and benefit information
- ➔ OPG plan number is 55502
Toll Free 1-800-318-6098

GREAT-WEST LIFE ONLINE:

www.greatwestlife.com

If you are a first-time user, follow the instructions on the website to sign on.

- ➔ Track health and dental claims payments
- ➔ Obtain claims forms
- ➔ Get general health and wellness information

PENSIONER CONTACTS:

ONTARIO POWER GENERATION PENSIONERS' SERVICE:

- ➔ Information
- ➔ Pensioner website passwords

Contact us:

Within North America
Toll Free 1-877-550-3888
Within the Greater Toronto Area
416-592-7300

Email: pensionerservices@opg.com

Website: <http://pensioners.opg.com>

Fax Number: 416-592-1540

Mailing Address:

Ontario Power Generation
Pensioners' Service – H17
700 University Avenue
Toronto, ON M5G 1X6

ONTARIOPOWER
GENERATION

NON-PENSION BENEFIT ENTITLEMENTS WHEN EMPLOYMENT ENDS (revised August 16, 2006)

SOCIETY-REPRESENTED EMPLOYEES ONLY

This chart is intended as a guide to the application of various non-pension benefits to retiring and terminating employees. In cases where there is a discrepancy between the collective agreement or the relevant health and dental plan brochure or the legal OPG Pension Plan text and this chart, those documents will prevail over this chart. It is strongly suggested that employees considering terminating or retiring discuss these options with their local HR office before finalizing their arrangements, as decisions about pension plan options are irrevocable and cannot be changed once a signed commitment has been made.

ELIGIBLE TO RETIRE (≥ age 55 and at least 2 years of Plan membership or R82):

< 10 years continuous service	→	Termination -Retirement Grant NO -Health & Dental YES -GLI NO
	→	Retirement -Retirement Grant NO -Health & Dental YES -GLI YES
≥ 10 years to < 25 years continuous service	→	Termination -Retirement Grant 1 month -Health & Dental YES -GLI NO
	→	Retirement -Retirement Grant 1 month -Health & Dental YES -GLI YES
≥ 25 years continuous service	→	Termination -Retirement Grant 1 month -Health & Dental YES -GLI NO
	→	Retirement -Retirement Grant 1 month -Health & Dental YES -GLI YES

NOT ELIGIBLE TO RETIRE (Termination only):

< 25 years continuous service	→	-Retirement Grant NO -Health & Dental NO -GLI NO
≥ 25 years continuous service	→	-Retirement Grant NO -Health & Dental → Defer some / all of pension--yes, on commencing monthly pension 100% commute--yes, when reach age 55 or grow into R82, if < age 55 Former employee must notify OPG. -GLI NO

NOTES & DEFINITIONS:

1. Termination - lump sum/deferred pension options (excludes reciprocal transfers out).
2. Retirement - monthly pension options - go directly from employee to pensioner (i.e. drawing a monthly pension) with no lump sums
3. Retirement Grant - as a "retiring allowance" may be eligible for RRSP rollover in respect of pre-1996 service
4. Health and Dental - coverage is the same as the active employee group you were part of when employment ended
5. Group Life Insurance ("GLI") - For "NO", a former employee has the option to convert up to \$200,000 of coverage to a personal policy without a medical (conversion option). For "YES", in addition to the conversion option, OPG provides coverage at 50% of base for the first 10 years after employment ends which then drops to 25% of base after 10 years. The cost is a taxable benefit.

ONTARIO **POWER** GENERATION

EMPLOYEE RELOCATION SERVICES BROCHURE
effective January 1, 2006

FOR SOCIETY REPRESENTED EMPLOYEES



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1.0 INTRODUCTION

This booklet is applicable to Society -represented staff, who are regular employees, when appointed to regular positions, who are householders (maintaining a complete self-contained dwelling), and who change their principal residence after notification that they are being transferred by Ontario Power Generation Inc. (OPG) to a new regular work headquarters.

2.0 ROLES AND RESPONSIBILITIES

2.1 Employee

In accordance with Article 51 of The Society collective agreement, the employee must abide by all of the requirements of the Housing Assistance Plan. Failure to do so will result in the employee becoming ineligible for housing assistance from OPG.

All relocation related payments may be subject to Canada Revenue Agency (CRA) requirements, including but not limited to, statutory deductions.

In order to facilitate a smooth transition to the new work location, Employees should contact Employee Relocation Services (ERS) immediately upon accepting a new position so arrangements can be made to initiate the relocation process and ensure the employee is able to claim expenses upon transfer.

The employee should ensure that:

1. The Relocation Counsellor is kept apprised of the status of the relocation, including regular and interim accommodation arrangements, purchase, lease and sale information, and all related information, etc.;
2. Approval has been received prior to incurring any relocation services or expenses;
3. All relocation assistance claims submissions are legitimate and backup documentation is provided to support reimbursement of benefits and expenses actually incurred;
4. Expense claims are filed in a timely manner; and
5. They disclose any information that may have an affect on benefit assistance, such as: accurately describing living arrangements (boarding vs. self-contained dwelling, interim arrangements vs. final destination), situations that may not constitute third-party/arms-length transactions, coordination of benefits in the event of a dual employee family, change in marital status, etc. Some of these issues not only have an impact on the OPG's benefits, but also may have legal implications, such as taxation of benefits, etc.

2.2 Employee Relocation Services (ERS), Compensation & Benefits

Fax: (416) 592-8259
Toll-Free/Hotline: 1-800-752-1671
or (416) 592-8100

(Hours for inquiries 8:00 am to 4:00 p.m. - Monday to Friday excluding statutory holidays. Calls should be returned within 4 hours or by the beginning of the next business day for messages left late in the preceding day)

- Administer OPG Relocation Assistance Benefits
- Responsible for providing support and advice to employees participating in a corporate relocation
- Responsible for reviewing, processing and arranging payment of relocation benefits claims according to the collective agreement in a timely manner
- Bring forward relocation issues to the attention of the applicable internal resources to seek resolution, of employee issues.
- Responsible for reporting any alleged or suspected abuses of the collective agreement/brochure where necessary, where evidence of suspected fraud or misrepresentation is present.
- Responsible for arranging an internal or external audit/investigation and fact gathering between all parties where there has been a report of suspected fraud or misrepresentation.

2.3 Local Human Resources Offices

- Facilitate changes to corporate human resources databases to update personal information such as address changes, phone number, marital status, etc. as reported by the employee.
- Assist the employee and/or ERS with issues, consulting with Line Management, Labour Relations, Legal, Health & Safety and Compensation & Benefits when necessary on issues resulting from the employees change in work headquarters or relocation issues that fall outside of normal collective agreement/brochure provisions for resolution.

2.4 Line Supervisor/Manager

- Facilitate the employee's release/transfer date to the new work location
- Assist the employee by providing access to a computer and phone that the employee can utilize at mutually agreeable times, in order to complete relevant forms and receive information with respect to their relocation.
- Work with Human Resources to address any flagged issues requiring Line Management assistance or authorization
- Provide approval and act on any suspected abuses or misconduct of the policy following fact gathering and investigation.

- Provide approval of submitted employee expenses in a timely manner.
- Provide for purposes of relocation:
 - (i) AMEX Card
 - (ii) Access to the [Business Expense System](#)

3.0 GENERAL RELOCATION BENEFIT ENTITLEMENT

3.1 Eligibility as a "Householder"

- Eligibility as a "Householder" requires that the employee provides a copy of the registered deed/transfer or lease for their residence showing that the employee has an interest in the residence.
- Information pertains to the benefits applicable:
 - in the former location,
 - during the transition between locations, and
 - in the new location.
- While this pamphlet provides general information, any specific expenditure should be discussed with ERS prior to making any financial commitments.
- Items identified in this pamphlet with an (Exp) should be submitted through the Relocation Expense System, supported by receipts, for processing by ERS.
- Items such as living expenses for the family during the house-hunting trip and while the household effects are in transit to the new location should be

submitted on separate expense reports to ERS.

- All Relocation forms will be provided to the employee.
- Normally, an employee must move a minimum of **40 kilometres** closer to the new work location to qualify for relocation assistance. Distances on which calculations will be made are land distances by the most direct route. However, where an employee believes that this requirement creates a hardship, a joint Society-Management review at the Divisional or Business Unit level of the receiving unit shall consider the individual situation. This review shall consider the following criteria:
 - Increase in commuting time
 - Increase in commuting cost
 - Access to public transit
 - Personal family considerations
 - Recognition that Ontario Power Generation is not responsible for upgrading the employee's standard of living
 - Permanence of move to the new work location
 - Relationship between road distance and radius distance
 - Comparability of eligibility in comparison to treatment of Society-represented employees in similar circumstances

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

4.0 RELOCATION BENEFIT ENTITLEMENT

The minimum moving distance, and employee eligibility, may be revised by a business unit mid-term agreement.

OPG shall assist in minimizing the financial expenses/costs experienced as a result of the transfer to a new work location. However, OPG shall not assume any responsibility for upgrading an employee's standard of living.

4.1 CRA and Statutory Withholdings

All relocation benefits are subject to CRA taxation requirements. The application of taxation on benefits is subject to change as required by law and as advised by the OPG Taxation Department.

Part of CRA current move criteria states that an employee's residence must move a minimum of 40 km closer to the new work

location in order to be considered an eligible move for CRA's purposes and for claiming moving deductions.

Employees are cautioned to retain receipts in support of benefit provisions paid in the event of an audit by CRA.

OPG assumes no responsibility to assist the employee with any further tax owing in the event of an audit by CRA.

OPG pays GST on services provided, such as legal fees, restaurant meals, etc. OPG does not cover the cost of GST on newly constructed homes.

Employees may wish to find out more information with respect to taxable deductions and/or discuss their relocation benefits with their Accountant or Financial Planner in the year of their relocation so they may be provided financial advice on allowable deductions and taxation treatment based on their specific circumstances. ERS does not provide financial planning advice.

4.2 Audit and Supporting Documentation

Employees are to exercise due diligence with respect to all relocation-related claim submissions and may be required to provide backup documentation to support benefit payments.

Employees should submit actual, original unaltered receipts for

goods and services purchased by and for the sole use of the employee (unless otherwise noted).

Receipts should include the following information:

- Date of Transaction,
- Name & location information of the Company who issued the receipt,
- itemized charges in addition to the total cost,
- GST registration #,
- gratuities limited to 15% of net purchase (where customary).

Receipts are subject to audit and verification.

If an employee is unclear what benefits will be covered under the plan, they should contact ERS for assistance prior to submitting a benefit claim.

NOTE: Ineligible claims will not be paid.

4.3 Lease Termination for Renters (Exp)

Up to a maximum of two (2) months rent charged as a **penalty** towards terminating a lease required by the move will be compensated.

If the employee's lease becomes due after the transfer, but prior to the employee wishing to move to the new location, it is recommended that the employee pursue a month-by-month arrangement rather than signing a new full lease arrangement. This may avoid being charged a termination penalty.

Claims will require supporting documentation from the landlord.

This benefit is only applicable to the rent in the former location.

5.0 HOUSING ASSISTANCE PLAN

Upon acceptance of the new position, employees are encouraged to contact ERS as soon as possible. Employee Relocation will counsel the employee on their entitlements and discuss the appropriate time to initiate the appraisal process.

The employee has one year from their date of transfer to the new work location to initiate/apply for the Housing Assistance Plan.

Some properties may be considered ineligible to receive a purchase guarantee. Shown below are some general examples. (NOTE: Ineligible properties may not be limited to these examples).

- A property in excess of 25 acres;
- A mobile home on leased land;
- An income producing property of any acreage size;
- A multi-unit dwelling or commercial property;
- A seasonal residence;
- Homes on Aboriginal Lands;
- Properties insulated with Urea Formaldehyde Foam Insulation (UFFI);

Properties may be deemed an unacceptable risk for such reasons as:

- the well, pump and/or septic system are not in compliance with local and/or provincial health regulations;

- well does not deliver an adequate supply of water;
- the property has serious structural faults;
- the property has serious water damage

5.1 Eligibility for Housing Assistance Plan

In order to be eligible for the Housing Assistance Plan, the employee's name is required to be on the registered deed at the time of the application. The property must be considered an acceptable risk with free and clear title.

5.2 Prior Offering of the Property for Sale

Employees wishing to participate in the Housing Assistance Plan must not offer their property for sale, after being notified of a change in work headquarters, until such time that the employee receives OPG's Purchase Guarantee.

If an employee's property was listed for sale prior to their acceptance of a transfer, the employee should notify ERS, and suspend the real estate listing until the Purchase Guarantee is formulated and a listing amount provided.

If the employee does not abide by this requirement, they may be ineligible for a Purchase Guarantee.

5.3 Marital Separation/Divorce

Employees involved in a separation, divorce or any change to their marital status during the relocation process should discuss this issue with their Relocation Counselor as it may have an impact on benefit entitlement, or legal implications in the case of a matrimonial home.

In the case of separation or divorce, if the employee's estranged spouse is shown on the registered transfer/deed and/or registered charge/mortgage, both parties must execute all documentation with respect to the Housing Assistance Plan, i.e. Purchase Guarantee document, Advance of Equity forms. If the estranged spouse is unwilling to execute this documentation, the Housing Assistance Plan will be withdrawn.

OPG is unable to acquire properties without the consent of all registered owners.

6.0 PURCHASE GUARANTEE PROCESS

6.1 Setting up the Appraisals

The employee should contact ERS to initiate the appraisal process after accepting a job offer, and within one year from the transfer date.

6.2 Forms/Support Documents Required Initiating the Appraisal Process:

1. **Intent to Apply & Valuation Form**
2. **Homeowner's Disclosure Statement** declaring to the best of their knowledge the true condition of their property.
3. **Copy of Registered Transfer/Deed**
4. **Copy of Registered Charge/Mortgage**
5. **Current Mortgage Statement**
6. **Copies of any of registrations/liens against the property.** The employee must disclose all encumbrances of any nature or kind. This includes executions, outstanding taxes, chattel mortgages and notices of conditional sales contracts that the employee is obliged to pay and that are registered against the property. If the employee has any questions regarding disclosures they should discuss this with their dedicated Counsellor.
7. **Survey**

Employees will be contacted to schedule a convenient time to

arrange for the appraisals to be completed. Appraisals will be done when employees are ready to list their property for sale in the former location.

The Intent to Apply and Valuation form, which initiates the process, should be submitted approximately four (4) months prior to when the employee wishes to move into their new location. (Four months are required because it normally takes approximately one (1) month from the set up of the appraisals until the Purchase Guarantee amount is determined). If the purchase guarantee is accepted by the employee, the property is immediately listed for three (3) months.

OPG will provide a Purchase Guarantee based on an appraisal of the property's current worth by a group of up to three (3) appraisers, to be selected by ERS in conjunction with the employee. Appraisals are used to determine the property's current market value. The appraisers base their market value on current, comparable sales in the area and make adjustments for differences between the properties. OPG asks that all appraisers use the Canadian Employee Relocation Counsel form to complete their appraisal of the property.

6.3 Purchase Guarantee Value (refer to [Setting up the Appraisals](#))

When the employee initiates the relocation process, OPG will

provide a Purchase Guarantee on an employee's principal residence.

Based on the appraisal values, ERS will provide a guaranteed amount that OPG is willing to pay to the employee in the event the property is not sold to a third party during a 90-day listing period.

Within four (4) to six (6) weeks, the employee will be advised verbally or electronically of the Purchase Guarantee value, followed by the formal Purchase Guarantee documents. The employee is required to acknowledge acceptance, or rejection of the Purchase Guarantee offer within **five (5)** working days from receipt of the Purchase Guarantee document. Failure to reply within the prescribed time limit may result in the offer being rescinded.

6.4 Rejecting the Purchase Guarantee

By rejecting the Purchase Guarantee the employee is electing to sell their property on their own. OPG has no further responsibility under the Housing Assistance Plan to purchase the property in the event that it does not sell.

The Employee will be entitled to all other relocation benefits, based on eligibility, including the Advance of Equity. However, it should be noted that if an employee who has rejected the Purchase Guarantee wishes to utilize the Advance of Equity benefit, the Advance will be based on the Purchase Guarantee

value and must be registered as a collateral mortgage against the employee's property in the former location. Sufficient time, approximately four (4) weeks, is required in order to search Property Title, prepare and have the relevant documents executed and process the cheque. The mortgage becomes due and payable 180 days from registration or 5 days following the sale of the property. In the event of non-payment, interest charges will apply as noted in the Advance of Equity section of this document.

As an alternative to a collateral mortgage, the employee may wish to arrange independent bridge financing. Interest charged on such financing for up to a three (3) month period may be claimed as an expense by the employee and will be compensated as a taxable benefit. The employee will need to provide a statement confirming interest charged by a registered financial institution.

6.5 Accepting the Purchase Guarantee

Upon acceptance of OPG's Purchase Guarantee, the employee is required to list the property for sale with a local realtor of the employee's choice for 90 days on Multiple Listing Services (MLS) where such service exists, at a price not exceeding 107% of the Purchase Guarantee amount. The employee is required to list the property immediately upon acceptance of the purchase guarantee.

Exceptions to this requirement must be discussed with Relocation Services.

ERS requires:

- Name,
- address,
- phone, fax numbers of your listing agent
- a copy of the listing agreement. The listing agreement must include the following clauses:
 - (i) No Real Estate Commission is payable if the property is purchased by OPG,
 - (ii) All offers require a 48-hour irrevocable clause. This allows the employee to discuss offers received on the property with their dedicated counselor and seek benefit clarification or general advice.

6.6 Marketing Incentive Program

The Marketing Incentive Program is designed to encourage employees to maintain their property in a fit and saleable condition. This program is provided by Management at its sole discretion and may be rescinded or amended at any time.

Provided that the listing agent agrees to participate in the program, the employee may be eligible to receive 2% of the Purchase Guarantee Price as a marketing incentive if the home sells to a third-party within the 90-day listing period.

The program is only available for the first 90 days and is a taxable benefit that will be paid to the employee through the pay system, following the closing of the sale transaction.

6.7 Advice of Offers

ERS should be apprised of all offers received on the property prior to acceptance or rejection, especially if the offer received is below the Purchase Guarantee value. The employee reserves the right to sell their property to a third party until such time that the property is taken over by OPG.

Employees cannot sell their home for less than the Purchase Guarantee Price and receive top up compensation, unless it is expressly agreed by ERS to do so. If OPG agrees that the employee may sell their property for less than the Purchase Guarantee value, OPG will compensate the employee for the difference. The employee is advised to discuss this option very carefully with their Relocation Counsellor. Depending on the closing date of the transaction and the 'Loss on Sale' together with other potential payments, there may be a tax implication to the employee in doing so.

6.8 Arranging a Takeover Date of the Property

In order to facilitate lining up closing dates in the new location, OPG may allow for the property to be taken over approximately 30

days following the receipt of all required documents, provided the property is vacant and the employee requests a shorter listing period.

6.9 Acquisition of the Property by OPG

In the event that the property does not sell to a third party and is purchased by OPG, the employee will receive the difference between the Purchase Guarantee (value to OPG), and all existing encumbrances, including the Advance of Equity. A Power of Attorney document authorizing OPG to sell the property on the employee's behalf on the first day following the 90-day listing period, or upon an arranged OPG takeover, whichever is sooner will be executed by the employee.

6.10 Condition of the Property on Vacating the Premises

The property should be left in a clean state, with all personal belongings (except chattels or inclusions noted in the Purchase Guarantee document) and garbage removed from the property. In the event the takeover occurs during the winter months, the property should be winterized to avoid frozen pipes and water damage. This should be discussed with ERS before the employee vacates the premises.

6.11 Advance of Equity

The Advance of Equity is to be used solely for purchasing a

residence in the new location, such as a down payment on a new residence, progress payments for a newly constructed home, or for bridging the sale of a new residence.

If the employee has offered to purchase a house in the new location and has not sold their house in the former location, OPG may advance, to the employee, up to 100% of the available equity in the property. The Advance will be based on the OPG's Purchase Guarantee value, less any encumbrances registered against the property at the time the Purchase Guarantee is issued. The employee must provide proof of the closing date of the new residence and complete the Advance of Equity application and Promissory Note.

The Advance of Equity is an interest-free loan from OPG for the first 90 days from issuance, or up to five (5) working days following the sale of the former residence whichever is sooner.

In the event of building a new house, OPG upon receipt of appropriate support documentation may advance appropriate funds as required to make incremental payments up to a maximum of the available equity in the former location.

The Advance of Equity will be provided to your lawyer "in trust" to be used for the closing of the house purchase in the new location. OPG may choose to register the Advance of Equity

loan against the employee's former property.

Although OPG provides the advance 'interest-free', the deemed-interest benefit based on CRA's prescribed rate is considered a taxable benefit to the employee and must be withheld in the year the advance is provided. CRA updates their rates for interest-free and low interest loans quarterly. Prescribed rates are available by accessing the [CRA website](#). Following the first 90 days of the Advance, or five (5) days after the closing of the sale, interest is charged based on [Bank of Canada's](#) 5-Year Conventional Mortgage published interest rate. The Advance of Equity is to be repaid in full, when the home is sold or no later than 180 days from issuance whichever comes first.

ERS requires an acknowledged Purchase Guarantee prior to issuing an Advance of Equity loan. If the employee rejected the Purchase Guarantee, a collateral mortgage will be registered against the property, as discussed in the section [Rejecting the Purchase Guarantee](#). This process takes a minimum of four (4) weeks before an advance can be provided to the employee.

The employee (and spouse) will need to supply a copy of the accepted Agreement of Purchase and Sale applicable to the new residence and have completed and witnessed the [Request for Advance of Equity](#) form along with a signed/witnessed copy of the

[Promissory Note](#) which accompanies the form. The employee should allow at least four weeks in advance of requiring Advance of Equity funds to apply for this benefit to ensure that funds will be available when required.

The employee will also be provided with a Notice of Direction to their lawyer repaying the Advance of Equity back to OPG at the time of a third party sale. If OPG acquires the property the Advance of Equity loan will be automatically repaid upon closing.

6.12 Legal Fees on the Sale of the Principal Residence in the Former Location

If the employee sells their home to a third party, OPG will reimburse the employee's lawyer for reasonable legal fees and disbursements actually incurred in selling the home in the former location on a property valued up to five times the employee's annual base salary in the new location at time of transfer.

Legal fees and disbursements will be reimbursed and may include such items as land transfer tax and land surveys, and penalty costs to a maximum of three (3) months interest payments involved in discharging a first mortgage on the employee's house in the former location when required.

ERS will request an estimate of costs to complete the transaction from the employee's lawyer at least 30 days prior to the closing of

the sale. If the estimate provided by the lawyer is found to be unreasonable, ERS may request the employee to seek the services of another lawyer in order to complete the transaction.

6.13 Real Estate Brokerage Fees

The vendor (seller) of a property is responsible for the real estate brokerage fees, not the purchaser (buyer). OPG will reimburse real estate fees connected with the sale of the property in the former location only, up to the maximum standard recognized scale for services rendered on property values up to five times your annual base salary.

6.14 Goods & Services Tax (GST)

OPG will pay the GST on legal fees and disbursements and real estate brokerage fees based on the limits set out above.

In order to pay these costs, ERS will require copies of an unconditional Agreement of Purchase and Sale, together with the name, address, telephone and fax numbers of the lawyer handling the transaction.

6.15 Upkeep Costs on the Home in the Former Location

Employees will be reimbursed for reasonable upkeep costs on the home in the former location for up to three (3) months after you have purchased and closed a new residence while still retaining title to the old residence due to inability

to sell. This may include such items as mortgage interest, taxes, insurance, heat, water, snow removal, lawn care etc.

If closure of the sale is imminent, the period may be extended by up to six (6) weeks. Approval should be sought through ERS.

7.0 TRANSITIONAL COSTS

7.1 Living Expenses (Exp)

All relocation related payments may be subject to CRA requirements, including but not limited to, statutory deductions.

A transferred employee is expected to make arrangements to move expeditiously and this should not exceed a period of one (1) year from date of transfer, except where there is a specific written agreement between the employee and ERS (on behalf of local management) for an extension. The employee must provide in writing their intention to move to ERS prior to receiving payment for any applicable living expenses. These time limits may be extended by a specific mutual agreement between the employee and ERS/line management for a total period not to exceed two (2) years from the date of transfer.

Reimbursements for actual costs incurred in the move will be allowed as follows:

- All employees who are eligible for moving expenses shall be afforded 12 weeks from the date the employee reports to work in the new location (i.e. date of transfer) to decide whether or not they wish to move.
- If the employee expressly indicates that they do not intend to relocate their

residence, all expenses will cease at that time.

- Payment of the following expenses is predicated on the employee maintaining their previous principal residence.
- Detailed receipts must support all expenses, other than mileage. These receipts should show the name and address of the Vendor, the date of the transaction and include a GST number, when applicable.
- Daily meal reimbursements will follow the Relocation Expense Guidelines and will be provided to the employee by ERS upon transfer.

In order to be able to claim meal and accommodation expenses, the employee will need to complete and submit the [Request/Determination for Relocation Assistance Benefits form](#) along with their [job/offer/acceptance letter](#). To facilitate a smooth transition from one position to another should be done as soon as a transfer date is established.

When interim accommodation is required in the new work location, employees are responsible for making their own arrangements prior to their actual start date. The OPG Internal Web provides a [list of preferred hotels](#) who offer corporate rates.

During the initial 12 week period, the employee shall have the option

of either commuting to and from their new work location and receiving incremental travel expenses (i.e. additional travel costs beyond the employee's normal travel costs to the old work location). The total cost of these expenses not to exceed living expense equivalent. The employee may also choose to be paid living expenses in the new location.

If the employee expressly indicates that they do not intend to relocate their residence, all expenses will cease at the end of the 12-week period.

The employee must travel farther than their previous commute and will receive the mileage to the new work location minus the mileage to the old location.

Example of "incremental mileage":

Distance from home to new work location = 60 km

Distance from home to former work location = 15 km

Incremental difference = 45 km

The employee is eligible for 45 km X 2 = 90 km per day at the current kilometer rate.

All expenses will stop at the end of the 12-week decision/trial period unless the employee has provided in writing their intention to move within one (1) year of date of transfer. The employee must also demonstrate to the satisfaction of ERS that arrangements to move the employee's family to the new location are being made as quickly

as possible. If the employee is deemed to be moving expeditiously, the employee's living expenses or incremental travel expenses may be extended and paid until such time as the employee moves, or for a period not to exceed a further nine (9) months. Any extensions to benefits past the initial 12-week period are to be reviewed by ERS and forwarded to local site Management for consideration and approval. An extension to the 12-week decision period may be granted under a business unit mid-term agreement for groups.

If an employee, after providing written notification of their intention to move fails to do so, all expenses paid on their behalf or travel expenses paid to them for any period beyond the initial 12 weeks from the date of transfer or the date of their written intent to move, whichever comes first, shall be repayable to OPG. Repayment shall be made within one (1) month of a written communication stating their intention not to move or within one (1) year of date of transfer, whichever comes first.

Exceptions to the repayment requirement should the employee fail to move, may be made by reasonable exercise of management's discretion (e.g. for reasons of significant unforeseen life hardships, OPG transfers or out of province assignments, etc.) Requests for exceptions should be submitted through ERS who will consult with the appropriate managerial authority.

NOTE: Lease termination is not normally paid for interim accommodation in the new location, as this is temporary lodging. Employees should not enter into interim leases that have such penalties attached.

7.2 Periodic Return to Former Residence Headquarters

The employee is entitled to periodic returns to the old residence headquarters until the family is moved to the new location up to a maximum period of one (1) year (12 months) from the actual date of transfer, as follows:

- The employee will be reimbursed for expenses incurred in returning to their former residence headquarters once every two weeks, or as detailed in a specific Mid-Term Agreement.
- However, if the cost of remaining at the new residence headquarters would be **greater** than the cost of returning to your former residence headquarters, you shall be reimbursed for expenses in returning to your former residence headquarters, once each week. Please note that such expenses may be subject to statutory deductions.
- If the cost of remaining at the new residence headquarters is **less** than the cost of returning to your former residence

headquarters on intermediate weekends you may return to your former residence headquarters and claim expenses up to the cost of remaining at your new residence headquarters.

7.3 Packing and Shipping of Household Goods

Packing, transportation, and insurance costs to move the employee's household effects will be arranged and paid for directly by OPG. The employee should not arrange their move directly with a moving company.

Items moved may include small boats, pianos and disassembled, above ground pools, and pool tables.

Items used for business, farming or commercial purposes, as well as large boats, or items which would require special transportation, will not be moved by OPG and will be the employee's responsibility to move and pay for.

The moving companies will not move items that fall within the WHMIS code.

Note: The period June 23 to July 5 represents the busiest time in the Household Goods Industry and may reflect on service provided. Employees should make every attempt to avoid scheduling moves during this time.

7.4 Time off to Move

An employee is entitled to time off with pay to a maximum of one (1) day's base earnings if the day of the move falls on a normally scheduled working day.

7.5 Temporary Storage

If for reasons beyond the control of the employee, the household effects must be transferred into storage, the total storage costs (including moving furniture in and out of storage) will be paid by OPG and submitted through ERS.

If the employee has a choice concerning whether or not to store the household effects, consideration may be given to the moving costs in and out of storage, but the employee is responsible for the monthly storage costs.

7.6 Transporting Your Family and Yourself (Exp)

The employee should review their particular transportation plans for themselves and their family, with ERS, before incurring any costs related to this activity.

Costs of transporting you and your family (spouse and dependants) from the old to the new location, as well as reasonable costs associated with accommodation and meals, (supported by receipts) while the furniture is in transit will be paid by OPG. Employees are expected to minimize costs by transporting themselves and their

family to the new location as expeditiously as possible.

Employees are entitled to claim the regular kilometre rate associated with transporting their vehicle(s) and family to the new location for up to two (2) vehicles. If you have a utility trailer, you are entitled to the kilometer rate for towing a trailer. If only one (1) car is required to transport your spouse and dependants to the new location, in appropriate circumstances ERS may recommend that your second car can be transported by moving van.

Note: Employee(s) may elect, subject to negotiations of their availability through Business Unit Mid Term Agreements (Article 7), to receive lump sum payments in lieu of the following:

- Temporary living expenses
- Reimbursements for costs associated with return to residence headquarters
- Benefits and expenses associated with house hunting trips
- Temporary storage, etc.

8.0 BENEFITS PERTAINING TO THE NEW LOCATION

8.1 House Hunting Trip (Exp)

A reasonable number of visits by the employee and family to the new location to assist in the selection of a new principal residence will be paid. Employees are encouraged to speak with their Relocation Counsellor prior to arranging their house-hunting trip(s).

8.2 Referral Fees/Home Inspection

OPG employees have been offered a rebate incentive if the employee uses Corporate Referral Services through TransferEASE Relocation Inc. This company may provide employees with either a cash-back amount up to \$600 or a home inspection, etc. Employees are encouraged to speak with their Relocation Counsellor prior to their house-hunting trip in the event these programs may benefit the employee.

8.3 Purchaser's Agency Agreement

OPG will pay appropriate real estate brokerage fees up to the maximum standard recognized scale for services rendered in **selling** your principal residence in the former location (based on a property valued at up to 5 times the employee's annual base salary). (See section on [Real Estate Brokerage Fees](#)).

Employees are advised not to commit to pay a commission or fee to the Purchasing Agent through a Purchaser's Agency Agreement. They are also advised to exercise caution with any documentation that they are signing that may assign a commission.

9.0 LEGAL FEES ON PURCHASE OF NEW PRINCIPAL RESIDENCE

OPG will reimburse your lawyer for legal fees (including GST) and disbursements actually incurred in purchasing a home in the new location on property valued up to five times your annual base salary in your new location at time of transfer.

Please notify ERS of your preferred lawyer as soon as possible. The lawyer will be requested to provide ERS with an estimate of what the fees will be to complete the purchase transaction. To facilitate this requirement, employees are requested to provide at least 30 days notice prior to incurring any purchase related legal fees wherever possible. If OPG finds the lawyer's estimate to be unreasonable, ERS will ask the employee to seek the services of another lawyer in order to complete the transaction.

Legal fees and disbursements will be reimbursed and may include such items as land transfer tax, surveys, Ontario New Home Warranty program for a new

house, costs to arrange a new first mortgage, title insurance and CMHC Insurance (if required and eligibility requirements are satisfied).

9.1 Goods & Services Tax

GST costs will be paid by ERS following receipt of a firm Agreement of Purchase and Sale (where all conditions have been met), including the name, address, telephone and fax numbers of the lawyer handling the transaction.

OPG will not pay the GST associated with the purchase of a newly constructed home.

9.2 Canada Mortgage Housing Corporation (CMHC) Insurance on a New Purchase

OPG will compensate the employee, as a taxable benefit, CMHC Insurance related fees and taxes provided the employee:

- was not a renter in the former location
- is not retaining the home in the former location
- does not have sufficient equity in his home in the former location to make a 25% down payment on a new home
- does not divert equity for other uses, therefore making them unable to provide a 25% down payment.

9.3 Incidental Out-of-Pocket Moving Expenses

ERS will reimburse employees for miscellaneous out-of-pocket

expenses allowance consisting of a lump sum payment equal to one month's base salary (4.3482 weeks).

The first \$650.00 of the reimbursement is tax exempt if you confirm in writing to ERS that you have incurred expenses in excess of \$650.00 as a result of the move.

Receipts do not have to be attached to the signed confirmation; however, employees should retain all receipts in the event they are audited by CRA. The balance is taxable at source.

This allowance is intended to cover any incidental costs. Common examples of its use include:

- Cleaning, painting and decorating costs
- Adaptation, removal, installation or replacement of household furnishings (such as drapes, carpets and appliances)
- Costs for connecting water, natural gas, electricity, telephone and cable, etc. to a new home

9.4 House Evaluation & Guarantee Plan

This ten (10) year guarantee benefit provides equity-loss protection for employees on the home purchased as a result of the relocation. The benefit is limited to a home valued at four times employee's annual base earnings

at the time of transfer to the new location.

In the event that the employee moves again within ten (10) years, and OPG's appraised value, or third party sale as approved by OPG cannot match the employee's initial guarantee, OPG will compensate up to the previously approved value.

\$15,000.00 for capital improvements on a resale home or \$1,500.00 on a new build supported by original receipts may be claimed by the employee on subsequent transfer.

The purchase price that the employee paid will be based on the registered transfer deed amount (excluding GST for newly constructed homes).

The purchase price for newly constructed subdivision houses is established by the value stated in the transfer/deed. Building components which are not covered in the transfer/deed, but are standard features of a house, may be added if receipts can be produced by the employee within one (1) month of possession. The GST will **not** be included in the house evaluation and guarantee amount for newly constructed houses.

The purchase price for custom built houses is established by the lesser of either the appraised value at the date of completion or the constructed value of the house plus the lot value. Building

components which are not covered in the transfer/deed, but are standard features of a house, may be added if receipts can be produced by the employee within one month of possession. The GST will **not** be included in the house evaluation and guarantee amount for new custom built houses.

9.5 Financial Assistance Plan

Employees, who are transferred to a higher cost housing area, shall be compensated by OPG toward the interest costs on the increase in capital expenditure. The amount of financial assistance will depend on:

- the sale price of the residence in the former location. The sale price is defined as the Purchase Guarantee Value, the approved sale price to a third party or the House Evaluation or Guarantee Value plus capital improvements, whichever is greater.
- the relative value of comparable housing in the new location; that is, as determined by the Ontario Residential [Locality Differential Chart](#) or an individual report for those locations not shown on the Chart
- Actual increase in housing costs (purchase price less sale price); and
- Current interest rates.

Eligibility for financial assistance is determined by referencing the Ontario Residential [Locality](#)

[Differential Chart](#) maintained by ERS.

Differential amounts of less than 1.05 are considered to be equal and no assistance will be paid.

This process will determine the value of your home in the former location if it were placed in the new location. The ratio of the property values in the two localities will be used to establish the locality differential. For properties in communities not shown on the Differential Chart an individual report will be commissioned by ERS based on a house by house comparison.

Financial assistance will be based on the lesser of:

- a) the sale price in the former location multiplied by the locality differential minus 1.00, or
- b) the purchase price of the residence in the new location minus sale price of the residence in the former location. (see examples below)

The financial assistance will decrease annually in 20 percent increments over a five (5) year period. The interest rate used in calculating your assistance is OPG's employee housing loan rate for a five (5) year term as published by the Bank of Canada. Contact ERS to get the current interest rate.

The following example illustrates the financial assistance an employee would receive who

transferred from London, Ontario to Head Office and bought a house in Mississauga which closed February 1, 2003.

Example:

From the [Locality Differential Chart](#),
London to Mississauga = 1.17
Locality Differential = $1.17 - 1.00 = 0.17$
Interest Rate = 9.75%

- a) Sale Price of residence in former location (\$160,000) X Locality Differential (0.17) = \$27,200.00
- b) Purchase price in new location (\$235,000) - Sale Price in Former Location (\$160,000) = \$75,000
- c) Basic entitlement for first 12 month period is the lesser of (a) or (b) multiplied by the interest rate = \$27,200.00 (the lesser factor) x 9.75% = \$2,652.00

The Financial assistance subsidy payments will be effective on the first of the month closest to the closing of your new house. The subsidy is payable at the end of each month, and it is a taxable benefit paid through the payroll system.

It is independent of whether or not you have a mortgage, the size of your mortgage, and the interest rate of your mortgage

If the total of the monthly payments in any year is under \$500.00, the full amount will be paid in one lump sum payment for that year. (See Table below)

Payment Schedule	Annual Monthly		Date of Initial Payment
	(\$)	(\$)	
1st yr.-100%	\$2,652	\$221	Feb. 1, 2006
2nd yr.-80%	\$2,122	\$177	Feb. 1, 2007
3rd yr.-60%	\$1,591	\$133	Feb. 1, 2008
4th yr.-40%	\$1,061	\$ 88	Feb. 1, 2009
5th yr.-20%	\$ 530	\$ 44	Feb. 1, 2010

If the total of the monthly payments for the five years is less than \$1,000.00, the full amount will be paid in one lump sum payment.

For newly constructed houses, the Goods & Services Tax (GST) may be included as part of the price of the house in the new location for the Financial Assistance Plan.

If you sell, or rent, your house in the new location within five years of purchase, you must advise ERS of the change concerning your residence. Your financial assistance will be reviewed and revised accordingly. Failure to advise ERS of such changes could result in termination of subsidy payments under this Plan.

If you should elect to retire or terminate your employment with OPG, after transferring to a higher cost housing area, financial assistance will cease upon retirement or termination.

If you should die while receiving financial assistance associated with relocation, such assistance may continue as per the original entitlement based on a case by case review by the applicable Business Unit providing the following condition is met:

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

10.0 SECOND TRANSFER WITHIN FIVE YEARS – FINANCIAL ASSISTANCE PLAN

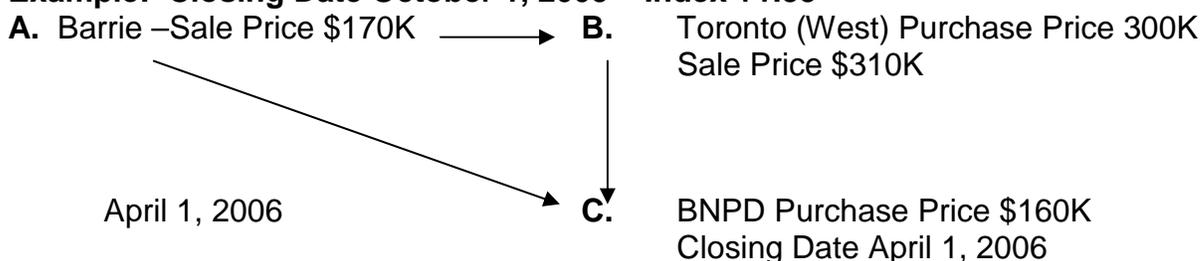
In comparing localities on a second transfer within five (5) years, all factors other than the original sale price and the original locality differential should be those in effect at the time of the second transfer. Below are four possible scenarios.

Scenario 1:

Locality differential for third location relative to original location is equal to or lower than 1.00

- Financial Assistance resulting from the move to the second location will cease on the first of the month after purchasing the new home in the third location.

Example: Closing Date October 1, 2005 – Index +1.33



Scenario 2:

Locality differential for the third location is equal to the locality differential for the second location

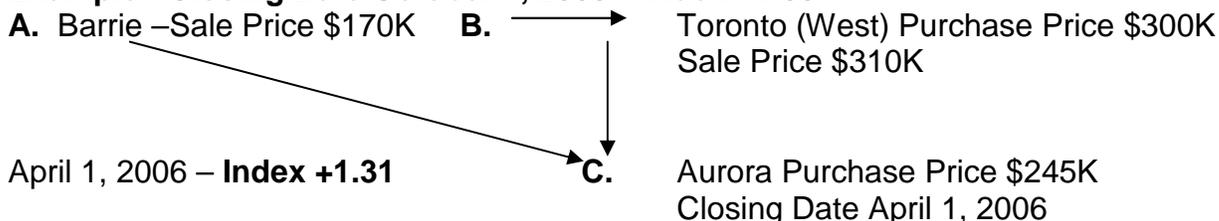
- Financial assistance will continue for the balance of the original five year period

Scenario 3:

Locality differential for the third location relative to the original location is higher than 1.00, but lower than that for the second location

- The original Financial Assistance payments will cease on the first of the month following the purchase of the third house.
- Financial Assistance will be recalculated as if the move had occurred directly from the first to the third residence with all factors, including the interest rate, to be those in effect at the time of the original transfer.
- The recalculated Financial Assistance will resume at the appropriate percentage level and continue for the duration of the original five-year period.

Example: Closing Date October 1, 2005 – Index +1.33



11.0 SECOND TRANSFER WITHIN 10 YEARS – HOUSE EVALUATION & GUARANTEE

Employees who have an existing House Evaluation & Guarantee, (see House Evaluation & Guarantee Section), and are now transferring to a new location must contact Employee Relocation Services to determine the current fair market value of their property.

The Purchase Guarantee Program will be provided to the employee (Reference Purchase Guarantee for procedure). If the present value of the property is less than the issued House Evaluation & Guarantee the amount will be topped up, on the closing of the sale, subject to statutory deductions.

If the employee **rejects** the Purchase Guarantee, but wishes Ontario Power Generation to honour the House Evaluation & Guarantee the following process will occur:

A marketing plan will be developed by Employee Relocation Services and provided to the employee. The employee must advise Employee Relocation of all offers prior to any negotiations occurring.

If OPG asks the employee to accept an offer below the House Evaluation & Guarantee amount, OPG will top up the difference between the sale price and the Guarantee amount. This additional compensation may be taxable.

Employees who apply for Capital Improvements related to the House Evaluation & Guarantee must supply original receipts.

Capital improvements do not include normal painting, decorating or maintenance costs. Improvements are claimed at the time the house is sold.

The House Evaluation & Guarantee is for a period of ten (10) years from date of purchase of the home acquired as the result of relocation and will be honoured should the employee be transferred by OPG during that time.

Employees who cease employment, either through termination or retirement, do not qualify for the House Evaluation & Guarantee benefit except for employees retiring from Atikokan G.S.

The price level guaranteed by the House Evaluation & Guarantee Plan may be modified downwards in the event of a significant reduction in the level of real estate prices throughout Ontario.

Under CRA Guidelines, the first \$15,000 of a loss paid out under the House Evaluation & Guarantee plan is tax free. On any additional loss one-half of the remainder will be taxed.

12.0 RENTAL ASSISTANCE PLAN

If you rent in the former location and rent for equivalent accommodation in the new location is higher, you may be eligible for rental assistance. The amount of the rental assistance is governed by the lesser of:

- a) the monthly rent in the former location multiplied by the rental differential or,
- b) the amount of the monthly increase in rent.

Note:

1. On request, ERS will commission a rental differential report by a reputable third party relocation agency.
2. Employees who rent in the former location and purchase in the new location are eligible for the equivalent of rental assistance.
3. Employees who own in the former location and rent in the new location are eligible for rental assistance by comparing equivalent rental accommodation in the former and the new locations.
4. Rental assistance will be for a five-year duration based on 100% assistance in the first year and decreasing by 10% per year over the remaining four years.

Example:

Monthly Differential = Monthly Rent in new location Less Monthly Rent in

former location = \$800.00 - \$500.00 = \$300.00 (see Table below)

YEAR	ASSISTANCE (%)	MONTHLY AMOUNT	ANNUAL AMOUNT
1	100	\$300	\$ 3,600
2	90	\$270	\$ 3,240
3	80	\$240	\$ 2,880
4	70	\$210	\$ 2,520
5	60	\$180	\$ 2,160
TOTAL ASSISTANCE			\$14,400

The monthly payments are considered to be a taxable benefit and are paid through the payroll system. Income tax will be deducted at source by OPG.

If the total of the monthly payments in any year is under \$500.00, the full amount will be paid in one lump sum payment for that year.

If the total of the monthly payments for the five years is less than \$1,000.00, the full amount will be paid in one lump sum payment.

Rental assistance terminates immediately if you:

- are transferred to a new work location, or
- terminate your employment with OPG, or
- cease to rent, or
- retire, or
- die.

12.1 Rental Management Program

In the event you are being transferred to a new work location and anticipate eventually returning within 3 to 5 years to your current location, you may wish to retain your principal residence and rent in the new location. To do this,

you will require the concurrence of the appropriate signing authority in the receiving location. You may request this through ERS.

ERS will arrange for a rental management firm to provide the following services:

1. obtain appraisal rental values;
2. screen all tenants, including a credit check and personal reference checks (finder's fee paid by OPG)
3. vacancy reimbursements to a maximum of two (2) months' rent at the appraised rental value for the term of the entitlement
4. collect the rent
5. arrange for payment of all property expenses (reimbursable by the employee)

6. arrange for necessary maintenance and repairs (reimbursable by the employee)

Note:

Any fee paid, or reimbursed, by OPG is considered to be a taxable benefit. However, the employee can deduct expenses from the rental income. To ensure that the employee gets the benefit of the deduction, expenses should be paid by the employee and reimbursed by OPG.

If you purchase in the new location, you are not eligible for this program. The rental management program will terminate if you transfer to a new work location, terminate your employment with OPG, retire or die.

13.0 SPOUSAL ASSISTANCE

Where an employee's spouse was working prior to the relocation, the employee will be reimbursed for his/her spouse's job search expenses, supported by receipts, up to a maximum of \$750. This will cover the cost of resumes, job search, etc. and is a taxable benefit paid through the payroll system.

- real estate brokerage fees and legal fees in selling of the residence to be vacated
- cost of moving household effects
- transportation costs of yourself and your family
- prospective purchase of the property by OPG under the House Assistance Plan as a buyer of last resort, but no advance of equity for bridge financing.

14.0 SECOND RELATED MOVE

If a suitable residence is not available at the time of transfer, you may rent temporary premises for up to one year. Under these circumstances, OPG will reimburse you for the costs incurred in accordance with all sections of this brochure for either one of the two moves.

Only moving expenses within Ontario or to the exist point from the province nearest to your retirement home, are eligible.

You must move within one (1) year after retiring and must relocate a minimum of 40 radius kilometres (25 radius miles) from your former residence.

For the other move, only costs of transportation, moving household effects, and legal fees incurred will be paid.

Your Human Resources Advisor should advise you of your benefit under this item when you are selected for a new position which requires moving to a new principal residence.

15.0 MOVING EXPENSES ON RETIREMENT

If you are age 55, or older, on the date of transfer to a new work location and have little or no freedom of choice to decline a transfer to a location which is beyond reasonable commuting distance, consideration shall be given to the reimbursement of moving expenses upon retirement, for the following items:

The assistance should be determined and recorded at the time of transfer.

Moving expenses paid by OPG on retirement are considered to be a taxable benefit and cannot be deducted for tax purposes, unless you have employment or business income at the new location.

Your personal choice in the transfer will affect the assistance as follows:

DEGREE OF PERSONAL CHOICE IN TRANSFER EXTENT OF ASSISTANCE

- | | |
|--|------|
| 1. Little or no choice | 100% |
| 2. Option to accept or decline | 50% |
| 3. Employee requests transfer for personal reasons | 0% |

Approval – Payments are approved by the Rule of One Position Above in the unit where you last worked prior to retirement

16.0 THINGS TO DO WHEN YOU ARE MOVING

16.1 Notification of Utilities

Advise Utilities	Former Location (Old Address)	New Location (New Address)
-----------------------------	--	---

- Hydro/PUC
- Gas/Oil
- Water
- Telephone
- Cable TV

16.2 Change of Address Notices - New Location - (New Address)

- | | |
|--|-----------------------|
| • Employer | • Dentist |
| • Driver's License & Auto Registration | • Post Office |
| • Identification Cards | • Newspapers |
| • Bank/Credit Union | • Subscriptions |
| • Charge Accounts/Credit Cards | • Insurance Companies |
| • Doctor | • Relatives/Friends |

After your transfer, please advise your Human Resources/Employee Services/ESS of your new home address and phone number, in writing. Your Time Reporting Centre (usually the Human Resources/Employee Services Office) will notify the Payroll System of your new:

- | | |
|--|------------------------|
| • Home Address and Telephone
Number | • OPG Telephone Number |
| • OPG Location | • Emergency Contact |

PERSONAL ACCIDENT BENEFITS			
Coverage Category	Principal Sum (Death or Permanent Total Disability) (\$)	Weekly Indemnity Temporary Total Disability (\$)	Medical Expenses (\$)
Non-salaried Directors of the Board while on OPG business.	100,000	N/A	1,500
Management Group (Bands A to E)	1½ x annual salary	N/A	N/A
Management Group (Bands F to H)	1½ x annual salary	N/A	N/A
Management Group (Bands I to M)	15,000 + an additional 20,000 if on business travel	N/A	1,200
Society-represented employees, including trainees, Pilots, Air Engineers (Aircraft Maintenance Engineers) and Air Crew	15,000 + an additional 20,000 if on business travel	100*	1,200
All other employees (Business Air Travel Only)	20,000	100	1,200
Guests Travelling in OPG Chartered Aircraft	50,000	250	1,200
Guests by Reason of Mercy Flights, Rescue Operations, or Fire-fighting	20,000	100	1,200
Student Employees on Developmental Program	5,000	N/A	N/A
Divers and Frogmen During Diving Operations	10,000	N/A	N/A
Named Individuals Assigned to Work Outside the Boundaries of Canada and the United States	250,000	100	1,200

*Weekly indemnity is only payable when an employee is in receipt of <100% sick leave pay for a maximum of 104 weeks.

ONTARIOPOWER GENERATION

SICK LEAVE AND LONG TERM DISABILITY PLANS

Effective April 1, 1999

Sick Leave and Long Term Disability Plans

Introduction

The Sick Leave and Long Term Disability (LTD) plans are insurance benefits provided by the company to all employees at no cost to the employee. These plans serve to protect the incomes of employees in the event of illness or disability and provide services to encourage a speedy recovery and return to work.

This pamphlet provides general information about the plans. It has been prepared in the form of questions and answers to enable easy referencing. For more information about the plans refer to your Human Resources Office, the Human Resources Policies & Procedures Manual, to the Collective Agreement with the Power Workers' Union (PWU) or the Collective Agreement with the Society.

The Sick Leave and LTD plans provide a graduated level of income protection, beginning at 100% for sickness absences and reducing to a minimum 65% during long term disability. Since your 100% and 75% credits in the sick leave plan accumulate with service, it is wise to conserve them to ensure maximum coverage in the event of a serious illness.

The Sick Leave and LTD plans provide coverage for non-occupational injuries and diseases. Under the Workplace Safety and Insurance Plan, similar coverage is also provided at no cost to employees, for on-the-job accidents and industrial diseases.

Employees can use sick leave credits while waiting for a decision from the Workplace Safety and Insurance Board (WSIB). These credits are restored if the claim is eventually approved by the WSIB.

In general, employees retain full access to all health care benefits and may qualify for vocational rehabilitation services if unable to return to normal duties.

Questions and Answers

What is my initial coverage?

Employees hired to continuing positions, either as probationary or regular employees are given limited coverage immediately for short term sickness. This provides for 8 days income protection at 100% pay and 15 days at 75% pay. Long term disability (LTD) coverage is only available to members of the pension plan. You will become a member when given regular status following your probationary period.

How does my coverage grow?

Each year you will receive additional credits of 8 days at 100% and 15 days at 75%, which are automatically added to your coverage. All sick days used in the previous year are subtracted to give you a current balance. The maximum amount of 75% coverage available is 200 days, which would be earned after 14 years of service. There is no maximum coverage of 100% sick leave.

When is my sick leave accumulated or restored?

Accumulation takes place annually during the first payroll week of either January or July, depending on when you joined the Company.

The date you began employment is called your Established Commencement Date (ECD). If your ECD is between January 1 and June 30, you accumulate/restore sick leave credits during the first payroll week of January. If your ECD is between July 1 and December 31, you accumulate credits during the first payroll week of July.

Your personal Employee Information Report records the details of your accumulated sick leave each year.

What if my credits run out and I am still unable to return to work?

You may be eligible for LTD benefits. The LTD plan provides financial security and rehabilitative employment features for employees who meet the qualifying period which is defined as 6 months of continuous absence due to disability; or the expiration of sick leave, whichever comes last.

LTD benefits are calculated at 65% of your base earnings or 75% of base earnings minus disability pension from either the Canada Pension Plan or under the Workplace Safety and Insurance Act. The LTD benefit is indexed at 100% of the consumer price index up to a maximum of 8%.

After making a claim on my sick leave plan are my sick leave credits ever restored?

Yes. After 5 years service, the credits used in year 1 are restored. On your 6th through 14th years, credits used in the fifth previous year are restored. On the 15th year, all credits used prior to the second last year are restored. After that, credits used in the second last year are restored annually. If you have already reached your maximum of 200 days at 75%, you will not receive any sick leave restoration for 75% days.

How do I make a claim for sick leave?

If you are unable to come to work because of illness or injury you must report this to your supervisor, before your normal starting time. Usually this will be done by telephone.

You are not required to confide personal medical details; however, you may be required to satisfy the company that your illness is genuine and serious enough to keep you from work. You should also tell the supervisor how long you expect to be away and make arrangements for any meetings or other obligations, which will have to be rearranged.

What types of absence are covered by the sick leave plan?

Only personal sickness or incapacity is covered. As a general rule the sickness should be serious enough that you stay at home to recover or go

out to see a doctor. Routine medical and dental appointments should be scheduled for non-work hours whenever possible.

The plan does not cover personal business emergencies, urgent repairs to personal property, illness of family members, or the failure of arrangements for transportation to work, childcare or other personal problems. Floating statutory holidays, lieu time or vacation should be used in these circumstances.

What type of information needs to be provided to support a continued absence?

You should keep your supervisor informed of your likely return date if you are going to be absent for more than one day. If you remain away for 5 days or more, you and your doctor must complete a "Physicians Report" and return it to the Health Services Department. It is important to note that this information should be provided to Health Services promptly so that details regarding your readiness to return to work can be provided to your supervisor. Failure to return this information may result in suspension of sick leave benefits. Any fees charged by your physician for completing the report are your responsibility.

Note: For Society represented staff - you will be reimbursed for any physician's notes required by the company.

I see how my income is protected, but what other benefits or services are available to help me get better?

A wide range of non-OHIP medical treatments, prescription drugs, assistive devices, hospital and home therapy is available under the Health and Dental Benefits Plan. After meeting a deductible or user fee, these services are provided at no charge to employees. There are exceptions and limits to the plan, so be sure to check the most recent agreement before making a commitment to any large expenses.

After being absent on sick leave, I may be able to return to work in a modified capacity to either modified duties or part time work. Is consideration given to this?

Yes, the company will make every effort to accommodate you in modified duties or on a modified return to work schedule that will be supported by your doctor. The company provides the services of a professional rehabilitation caseworker to all employees who have been assessed to have a need for it. The caseworker will work with you, your doctor and supervisor to develop a return to work plan, which fully considers your medical needs, and work restrictions. You have the right to include your employee representative in the rehabilitation process.

The first priority is to get you back into your own job. This may require modifications to the duties, tools or hours worked. If this isn't practical, then you may be given the chance to try a different job. Retraining or special therapy or treatment will be provided if needed to help you develop the new skills needed to continue your career with the company.

How can I get access to rehabilitation services when I need them?

Health Services Department and specialists in the insurance company review reports from your doctor while you are on sick leave or long term disability respectively. Based on these reports, they may recommend that you be given the services of a rehabilitation caseworker. If you would like to take advantage of this service, start by discussing your vocational needs with your doctor. More information is available from your human resources officer.

How will I know if I should apply for long term disability benefits?

There are two circumstances that indicate a need for long term disability benefits:

- Sick leave credits will expire before you return to work
- You need rehabilitation services available through the insurance carrier.

Health Services will recommend that you apply for long term disability benefits as soon as either circumstance becomes apparent. The recommendation will be sent to your Human Resources office who will send you the application form as well as the Attending Physician's Statement that is to be completed by your doctor.

It is also important that these forms be completed in a timely manner in order to ensure continuation of your income protection benefits. If you have any questions regarding the form, please direct them to your local Human Resources office.

The approval of LTD relies on an independent assessment of the medical evidence by the insurance company.

If you feel that you can return to work and you receive this form, please ensure that you discuss your need for rehabilitation services with your doctor and share this pamphlet with him or her to ensure that you get the services you need.

How are long term disability claims approved?

The insurance company reviews the medical evidence submitted by your doctor. It may ask for more information to substantiate the claim. It makes a recommendation to the Company on acceptance or denial of the claim based on whether you are able to continuously perform the essential duties of any occupation available in the company. The final decision on each claim lies with the company. Denial usually means that the claimant is not incapable of performing the essential duties of an available position and should return to work. There are some types of disability, which are, excluded such as intentional self inflicted injuries and injuries resulting from war. Denial may also result if the employee is not under proper medical supervision.

How long can I receive long term disability benefits?

Benefits are payable for employees who continue to medically qualify until they retire, reach age 65 or die. The Corporation and/or the Insurance carrier reserve the right to periodically obtain necessary proof

of continued disability to support continuation of benefits. Benefits may be terminated for violation of plan rules.

Is there a provision for a partial return to work when on LTD?

Yes, the long term disability plan encourages rehabilitative employment. When necessary, an employee may return to part-time work after a long absence and the hours and duties will be increased according to a signed and approved rehabilitation plan.

When the insurance company receives medical information that supports a return to work, contact will be made with the company's Disability Management and Vocational Rehabilitation Specialist.

Discussion will take place to determine if you are capable of returning to your pre-disability occupation or require alternate work. The Specialist will work with your Human Resources office to find suitable work. A rehabilitation team will be established to develop a rehabilitation plan to match your restrictions and if required, modified work schedule with a rehabilitation assignment.

When working on an approved LTD rehabilitation plan, your salary is paid by the Corporate Rehabilitation Fund and you are entitled to an adjusted LTD benefit. During rehabilitation, you remain on the LTD payroll until you are successfully placed in a permanent position.

Where the rehabilitation process identifies part time hours as a permanent medical restriction, you will be accommodated in suitable on-going part time work while retaining your LTD status.

How do government plans fit with the Ontario Hydro plans?

If your injury arose out of and in the course of employment, the provisions of the Workplace Safety and Insurance Act will apply. If your injury causes permanent impairment, the WSIB may award you a permanent disability pension or future economic loss (FEL) award. If you cannot return to any position you may use your sick leave credits and

apply for LTD. If approved for LTD, your WSIB pension or FEL award will be integrated into your LTD payment.

If you run out of sick leave credits before expiring your 6 month waiting period for LTD, you may be placed on a Medical Leave of Absence and be eligible for Employment Insurance sickness benefits. Since our plans are so comprehensive, the Employment Insurance Commission provides a premium reduction to the company. Employee representatives have agreed that the Corporation in consideration of the benefits provided should retain this reduction.

If you have a medically determinable impairment in which physical or mental disability is so severe and prolonged that you are unable to regularly pursue any substantially gainful employment, you may qualify for Canada Pension Plan Disability benefits. Such pensions are payable beginning in the fourth month following the month in which you became disabled. Applications must be made to the Minister of National Health and Welfare and are subject to medical review and adjudication. Your CPP disability pension will be integrated into your LTD benefit if you are receiving both.

Note: For Society represented staff – Employees on LTD must apply for CPP disability benefits after an appropriate period (6 months) unless there are compelling reasons which prevent the employee from doing so.

Your Guide to Disability Management

ONTARIO POWER GENERATION



Wellness

Disability Management at OPG

Ontario Power Generation (OPG) recognizes the role and value that each employee brings to the company. We are committed to providing the support needed to employees during illness or injury. The Disability Management program, which has been in effect since 2000, is an important program that seeks to ensure that all OPG employees who are absent from work due to an illness or injury receive consistent, fair, and compassionate support not only during the absence but also when it is time to make a safe and timely return to work.

As an employee, your main responsibilities are to obtain the medical care that you need, communicate with your supervisor and Nurse Care Coordinator (NCC) at required times and provide the required medical information to support your absence. This includes any medical restrictions and limitations with respect to your job duties which will assist with your return to work. It is important to note that only authorized medical staff in the Wellness Division will be receiving and reviewing your medical information.

Key Features of the Program

Working together is a goal of the program. Some of the key features of the program include:

Ongoing Communication: This starts at Day 1 between you and your supervisor and continues throughout your absence. This will assist your supervisor with work planning. When you have been absent for 5 consecutive scheduled working days or shifts, your supervisor and Nurse Care Co-ordinator (NCC) will become involved to ensure that correct procedures are followed to support the continuation of your sick leave benefits.

Assistance to Employees: Your Supervisor, Human Resources, NCC and Union Representative are available to provide assistance, answer questions regarding the program and to support you during your absence. You can also access the services of the Employee and Family Assistance Program (EFAP) if required.

Accommodation: If you require modified duties and/or hours when you are ready to return to work, these will be accommodated. The information to offer this accommodation (restrictions and limitations) will be provided to your Supervisor by the NCC.

Disability Management Resources

Nurse Care Co-ordinator (NCC)

The OPG Nurse Care Co-ordinator (NCC), who is an occupational health nurse, provides ongoing support to both you and your supervisor. The more formal support commences on day 5 of your absence. The NCC will receive and review your Medical Absence Report (MAR), follow-up if further information is needed with your attending physician, clarify your capabilities and provide restrictions and limitations information to your supervisor to assist with your return to work.

Mental Health Consultation Team

OPG has introduced the support of a consulting psychiatrist and nurse specialist to assist with the management of cases for employees who are absent from work due to a mental health illness. This consultation team is a resource that is available to the NCC. With your consent, this team may contact your attending specialist for a consultation, obtain further medical information and provide guidelines and recommendations to the NCC to assist with your return to work.

Human Resources

Human Resources provides you and your supervisor with advice, guidance and assistance in interpreting OPG's sick leave and benefits plans and can also participate on your local Disability Management team (DMT), if required.

Union Representative

Your union representative may assist you at any time during the disability management process, if you request it. Your union representative may also participate on the local DMT.

Employee's Responsibilities and Reporting Requirements

Under this program, you are responsible for:

- Following the established procedures to report your absence. On Day 1 of your absence, you should notify your supervisor immediately or prior to the start of your scheduled work day/shift.
- Speaking with your supervisor directly to ensure that workplace planning can continue and work obligations are managed appropriately.
- Seeing a physician and following the treatment plan. Early diagnosis and treatment are key to getting on the road to recovery.
- Ensuring a Medical Absence Report (MAR) is completed. This is required once you have been absent for 5 consecutive scheduled working days or shifts. Forms are available on the Wellness Website under Forms and Templates. Note: You may wish to print off an extra copy of the MAR and keep it in this folder.
- Signing the MAR. Your signature is required to allow any work restrictions to be provided to your supervisor.
- Ensuring the MAR is received by Day 14 of your absence. The report can be faxed to the Wellness confidential fax number, provided on the report. Failure to provide a MAR within the timeframes, or providing incomplete information could lead to an interruption of your sick leave benefits.
- Keeping in touch with the workplace while you are away. Determine a communication schedule with your supervisor and your NCC to maintain regular contact during your absence.
- Providing medical updates when requested. You are responsible for having these reports completed by your treatment providers and for ensuring they are submitted to Wellness in a timely manner.
- Participating in the program, including working with your physician, supervisor, NCC, and other internal resources as required, to prepare for your return to work.
- Participating in local Disability Management Team (DMT) meetings upon your return to work.

Supervisor's Responsibilities

Your supervisor is responsible for:

- Being your first point of contact for your absence and return to work. Your supervisor will stay in contact with you during your absence to see how you are managing and to co-ordinate any return to work efforts needed.
- Determining a communication schedule with you to maintain regular contact during your absence. Your supervisor will also contact the NCC on DAY 5 of your absence to advise them that you are ill and absent from work.
- Offering modified work and support to help you return to work in a safe and timely manner. Modified work programs can be tailored for your specialized needs.
- Ensuring that you understand the Disability Management Program and that you have a MAR form to complete if you are going to be absent for five or more scheduled work days.
- Monitoring your sick leave credits.

Returning to Work

When you are able to return to work, you'll need to follow your local Divisional/Site procedures. You may be required to visit your NCC on your first day, or provide information to your supervisor that details your fitness for work and any restrictions you may have.

Restrictions and Limitations

If you are returning to work and require a modified work plan, it will be developed with your NCC and supervisor. If required, a Disability Management Team (DMT) will be formed and this may also include your Union Representative and Human Resources consultant. It is important that you understand the medical restrictions and limitations that are outlined in your modified work plan. You should not put yourself or others at risk and attempt to perform duties outside your restrictions. If you have any concern regarding your modified work plan, the NCC will seek further information and clarification from your treating physician.

Further information

The most up-to-date information is available on the Wellness website. You can also obtain information from Wellness, Human Resources and your Supervisor.

For more Wellness information, visit our internal
Web: [/Index/Human Resources/Wellness](#)

[Search](#) [Sitemap](#)

Pregnancy/Parental Leave of Absence

A Pregnancy/Parental Leave of Absence is available to all eligible employees (eg. birth mothers and biological fathers/adoptive parents) upon birth or adoption of a child. This Leave of Absence is accompanied with job protection, assistance in wage maintenance, conservation of service and voluntary maintenance of benefits.

Provisions are the same for all birth mothers, biological fathers/adoptive parents, regardless of employee group.



Eligibility

An employee who has been employed by Ontario Power Generation 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 is eligible for this benefit. 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 their own.

Employment Insurance

A Pregnancy/Parental Leave is a "leave of absence without pay" as stipulated by the *Employment Standards Act* and the federal Employment Insurance (EI) program - one governs the amount of time an employee is entitled to and the other governs the amount of money an employee may receive.

Eligibility for such leave does not necessarily mean you are entitled to Employment Insurance (EI) benefits. However, EI benefits may be available during your leave, if you qualify. For information on qualifying for EI, please contact your [local Human Resources Centre of Canada office](#) to check on your entitlement.

NOTE: *These benefits must be requested no later than 52 weeks after the arrival or placement of the child in your home.*

If you qualify, your EI benefits paid by Employment Insurance plus a Supplementary Unemployment Benefit (SUB) allowance paid by OPG, provide coverage for your leave as shown below:

ELIGIBILITY	PREGNANCY LEAVE	PARENTAL LEAVE	TOTAL WEEKS
BIRTH MOTHERS	2 weeks at 93% of your weekly salary (SUB paid by OPG) before EI benefits begin + 15 weeks EI + SUB = 93%	3 weeks EI + SUB = 93% + 32 weeks EI	52 weeks maximum 52 weeks maximum coverage
BIOLOGICAL FATHERS OR ADOPTIVE PARENTS	N/A	2 week waiting period (if required*) = unpaid 3 weeks EI + SUB = 93% + 32 weeks EI	37 weeks maximum 35 weeks maximum coverage

* **Note:** A waiting period is not always required, should parents choose to share parental benefits, the parent filing the second claim may not be required to serve a 2-week waiting period for EI. There would be one waiting period per birth or adoption. In order to clarify the requirements, employees are to contact their local Human Resources Centre of Canada office.

Timelines show maximum lengths of leaves, as well as possible EI and SUB allowance treatments, which may be available, provided qualifiers/conditions of specific legislation/agreements/policies are met.

The Supplementary Unemployment Benefit (SUB) Allowance and How it Works

NOTE: SUB ALLOWANCE APPLIES TO REGULAR EMPLOYEES ONLY

If you are the birth mother, provided you will be eligible for EI benefits, OPG will pay a SUB of 93% of your weekly salary for the first two (2) weeks of your Pregnancy Leave, before EI benefits begin. For the following 15 weeks of Pregnancy Leave, you will receive EI benefits plus a SUB allowance equal to 93% of your weekly salary.

In the case of the birth mother taking Parental Leave following Pregnancy Leave, the EI benefit plus the SUB allowance will pay you 93% of your weekly salary for the first three (3) weeks of your Parental Leave. For the following 32 weeks of your Parental Leave, you will receive EI benefits only.

If you are the Biological Father/Adoptive Parent, your Parental Leave may be subject to an EI two-week unpaid waiting period and you must contact your local Human Resources Development Canada office to verify your entitlement. If the two-week unpaid waiting period applies, then the EI benefit plus the SUB allowance will pay you 93% of your weekly salary for the subsequent three (3) weeks of your Parental

Leave. If you are not subject to the EI two-week unpaid waiting period, then the EI benefit plus the SUB allowance will pay you 93% of your weekly salary for the first three (3) weeks of your Parental Leave. For the following 32 weeks of your Parental Leave, you will receive EI benefits only.

You must provide your pay centre with proof that you are eligible for EI benefits. The simplest "proof of eligibility" is the counterfoil from your first EI cheque.

NOTE: *The SUB payments will only be made if the employee signs an agreement with OPG, indicating that the employee will return to work and remain in the employ of the company for a period of 6 months from the date of return to work.*

How to Apply

1. You must provide your supervisor with a signed statement by your physician stating you are pregnant and including the expected date of birth.
2. You must complete, sign and return to your supervisor the [Request for Pregnancy/Parental Leave - Benefits Maintenance Agreement](#) as well as the [Notification of Pregnancy/Parental Leave](#) at least two weeks before the leave is to commence. These forms may also be obtained from your local OPG Human Resources Office.

Reinstatement

An employee taking a pregnancy or parental leave of absence will be eligible to return to the position they most recently held prior to the leave of absence, if it still exists, or to a comparable position if it does not.

Restoration of Service

Employees who have been granted a pregnancy or parental leave of absence on or after November 18, 1990 will be eligible for service credit for the full duration of the leave of absence.

Related Information

REQUIRED FORMS

[94321-Notification of Pregnancy/Parental Leave](#)

[94495-Election to Purchase Pensionable Service Due to Pregnancy/Parental Leave](#)

[92792-Request for Pregnancy/Parental Leave & Benefit Maintenance Agreement](#)

Last updated Thursday, February 05, 2009



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