INERGI COLLECTIVE AGREEMENT

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Part I: Preamble

1 SOCIETY AND CORPORATE INTERESTS

The object of this Agreement is to promote harmonious relations between Inergi LP (Inergi) and employees consistent with the preamble of the Ontario Labour Relations Act and the Canada Labour Code and in recognition of the need for the successful accomplishment of the public purposes for which Inergi has been established.

The objective of the parties is to facilitate the peaceful adjustment of salaries and benefits, working conditions, issues of fair treatment, all disputes and grievances, and to prevent inefficiencies and avoidable expenses and to reduce unnecessary delays.

Inergi's mission is to be the premier business processing service delivery centre for North America - meeting the needs of our customers, employees and shareholders The Society's mission is to strive to ensure the best rewards, career opportunities and working conditions for its members. The Society recognizes a responsibility for providing an essential service to the people of Ontario and in working towards the continued viability and continuity of Inergi. Both parties recognize the fundamental importance of service to Inergi's customers.

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

1.1 Principles

Inergi and the Society agree to make their best efforts to adhere to the principle statements found in the Articles of the Collective Agreement in a balanced way, recognizing that some principles may compete with others. With the exception of the Principles of Agreement found in the Tripartite Agreement on Health and Safety Committees in Article 85, the parties agree that these principle statements are not subject to the grievance/arbitration procedure on their own standing.

1.2 The following principles were developed by the parties to guide their conduct in negotiations and in their ongoing relationship Inergi is encouraged to use these principles at the local level.

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

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

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

1.2.4 Common goals/needs will be identified. and both parties will work together to achieve them.

1.2.5 The primary focus of the parties will be the customer (Customer means Inergi's customers, together with Society members Customer focus also includes being sensitive to the environment - economic, political, environmental, and social).

1.2.6 Processes will be designed with the involvement of the people who have the knowledge of the problem or issue. The processes will encourage the resolution of the problem/issue at the level closest to the source.

1.2.7 An honest attempt will be made to resolve all problems/issues internally

1.2.8 By virtue of adherence to the above principles, the parties will endeavour to act as an example to the whole organization to show how using those principles, can create a harmonious relationship, while at the same time making the customer the primary focus.

Privacy Policy

Built by Biz-Zone.

2 RECOGNITION CLAUSE

2.1 Provincial Jurisdiction

Inergi Inc recognizes the Society as the exclusive bargaining agent for a bargaining unit comprised of

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

2.2 Federal Jurisdiction

In the event that Inergi engages in business activities that involve a "federal work, undertaking or business" (as defined in the Canada Labour Code R S C 1885, C L-2), Inergi shall not oppose the Society's certification under the Canada Labour Code to represent all employees who would fall within the scope of the Society's provincial bargaining unit as described in this Article

2.3 Clarity Notes

2.3.1 For the purposes of clarity. the bargaining units set out above:

Include:

a) all regular, probationary, graduate students, reduced-hours and temporary employees whose functions are included in the classifications paid from Salary Schedules 01 and 08.

Exclude:

a) those persons who perform managerial funclions as distinct from supervisory functions. An employee is performing managerial functions if:

i) she/he performs managerial functions such as hiring, promotion, performance increase, discharge. etc , over other employees in the bargaining unit, and

she/he is required to spend the majority of his/her time performing managerial duties; and

she/he supervises at least seven (7) employees (directly and indirectly) on a regular and continuous basis; or

ii) she/he supervises persons who are excluded from the Society's bargaining unit by reason of performing managerial functions or being employed in a confidential capacity with respect to labour relations.

2.3.2 Definitions

a) "Supervisors" means employees who primarily perform supervisory functions, including the requirement to make recommendations regarding any staff or personnel matter. These staff or personnel matters include, but are not limited to, such areas as selection, promotion, appraisal, discipline, transfer, staffing needs, work methods, changes in terms and conditions of employment, grievances, or the interpretation and administration of the applicable Collective Agreement. "Supervisors" includes employees in other employee classifications who perform supervisory functions.

b) "Professional engineer" means either: a) an employee who is a member of the engineering profession entitled lo practice in Ontario and employed in a professional capacity; or b) an employee with equivalent credentials who is in a position that requires engineering expertise and specialized knowledge. This definition includes all employee categories included under the heading of "Professional Engineer" listed in Attachment A to Appendix I "Utilization and Advancement of Professional Engineers and Scientists" in this Agreement. "Professional engineers" includes employees who satisfy these criteria and who are required to perform supervisory functions.

c) "Engineers-in-training" means an employee who has completed a course of specialized instruction in engineering sciences and graduated from a university or similar institution, who has not satisfied all the requirements for practicing as a professional engineer and who is on a structured training program to partially satisfy these requirements.

d) "Scientists" means employees who are university graduates in the Natural Sciences, the Applied Sciences, Mathematics or Computer Sciences, who are not classified as professional engineers, and who are engaged in the application of this specialized knowledge in the course of their employment This definition includes all Incumbents in positions identified under the heading of "Scientists" listed in Attachment A to Appendix I entitled "Utilization and Advancement of Professional Engineers and Scientists" in this Agreement "Scientists" includes employees who satisfy these criteria and who are required to perform supervisory functions

e) "Professional employee" means an employee who.

I) in the course of his/her employment is engaged in the application of specialized knowledge ordinarily acquired by a course of instruction and study resulting in gradualion from a university or similar institution; and

II) is eligible to be a member of a professional organization that is authorized by statute to establish the qualifications for membership in the organization; or

iii) performs the functions, but lacks the qualifications of a professional employee

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

f) "Administrative employee" means an employee who normally supervises persons engaged in office administration, construction, security or maintenance work who are represented by another trade union. This definition Includes employees who share a community of interest with "supervisors".

g) "Associated employees" means employees in positions which normally require a university degree or equivalent education or experience. This definition encompasses employees who share a community of interest with "professional engineers", "scientists' or "professionals" and includes, but is not limited to, Nurses. "Associated employees" includes employees who satisfy these criteria and who are required to perform supervisory functions.

2.4 Supervisory **Employees** - Code of **Ethics**

Inergi agrees to include supervisory employees in the bargaining unit on the condition that the parties recognize that supervisory employees will continue Io exercise key functions in the control and operation of Inergi. As members of Inergi's managerial staff, supervisors use judgment to express and make operative the decisions of Management They are responsible for fostering a healthy work environment. The parties recognize the responsibility of supervisors to discharge their supervisory duties in good faith. The Society and Inergi will identify, minimize and/or avoid the conflicts/perceived conflicts of interest that may arise concerning the relationship between supervisors, the Society and Inergi.

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

2.5 **Exclusions Process**

Inergi and The Society agree upon the following process with regard to any future exclusion of any new positions created by management or proposed changes to any of the current Society represented positions.

(i) The Parties agree that, for the purposes of determining jurisdiction, the sole criteria used shall be that set out in Article 2.3.1 [a] and [a (i)] and [a(ii)] of this collective agreement. As an additional clarity. the parties agree to recognize that "managerial exclusion" includes persons who hold Vice-President positions, or positions earning $125,000 (the parties agree that the $125,000 shall be increased equivalent to each base salary increase for Society represented members, each time base increase occurs) or above in base, annually, or as a core job accountability (i.e , as a regular and material part of the job) participate, not primarily in a technical or support capacity, at a senior level of the organization. in the process of making "key strategic business decisions"

"Key Strategic Business Decisions" means matters that are likely to have significant staffing impacts

(ii) All new and changed job documents shall be sent to the Society for their review. For the purposes of clarity this covers the job documents for jobs MCP Manager and below and PWU grades 61 and above.

(iii) If the Society wishes to challenge the designated jurisdiction of any new job or any changed job, it will notify Labour Relations/Inergi Human Resources, within ten (10) working days of the receipt of the job document

(Iv) If the parties are unable to resolve the dispute regarding the appropriate jurisdiction of the position/job, the matter shall be expeditiously referred to the agreed upon Standing Arbitrator for resolution.

(v) Each party shall be entitled to make representations to the arbitrator regarding the appropriate jurisdiction of any disputed position/job and the arbitrator shall then make a ruling on the jurisdictional designation of the position.

(vI) The arbitrator is not empowered to alter the criteria set out in 2.5 (i) above

(vii) Management shall not implement any jurisdictional change to an existing position until such a time as either an agreement has been arrived at with the Society or the Arbitrator has ruled on the matter

(viii) Attachment 1 is the exclusion form which will be used in accordance with this process. The Society's agreement to exclude any position under this process is without prejudice to its positioning within any future proceedings and will not limit the Society's right to challenge the exclusion at a later time, if there is a material change in the job. It is. however, understood that any rulings by the arbitrator are final and binding with regard to the specific position being ruled upon by the Arbitrator.

ATTACHMENT 1 Inergi Request for Society Exclusion

Note. Before an occupation code can be issued, completion of the shaded areas by Line Management and/or Human Resources is mandatory

date	job title	schedule/grade
business unit	**division**	**department**

This is a: ☐ new document

☐ revised and previously excluded document - existing occupation code

☐ revised and previously included document - existing occupation code

☐ Managerial Exclusion ☐ Confidential Exclusion ☐ Within Another Trade Union

SOCIETY UNIT DIRECTOR	SOCIETY STAFF OFFICER
☐ Agreed ☐ Disagreed	☐ Agreed ☐ Disagreed
If disagreed, why?	If disagreed, why?
Society Unit Director (signature)	Society Staff Officer (signature)
Date:	Date:

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

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

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

2.6 **Successor Rights**

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

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

3 EMPLOYEE CLASSIFICATIONS

3.1 **Probationary Employees**

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

3.2 Regular Employees

A regular employee is an employee who has either served the required probationary term or has previously been employed in one of the other categories and has satisfactorily met the job requirements The employee occupies a position that is considered part of the on-going organization of Inergi

3.2.1 Reduced Hours of Work Regular Employees

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

3.3 Temporary Employees

3.3.1 A temporary employee is an employee who is hired for short-term work assignment which is not ongoing (i e normally not extending beyond 24 months) The employee's benefits and working conditions are as per Article 32 (Temporary Employees)

3.3.2 Reduced Hours of Work Temporary Employees

A reduced hours of work temporary employee is an employee who has temporary status but works less than the base hours for a full-time position The employee's benefits and working conditions are pro-rated as per Article 32 (Temporary Employees)

3.3.3 Student Employees

A student employee is an employee who is hired for short-term work which is not ongoing He/she is normally in the process of completing his/her post-graduate studies and is expected to return to his/her studies after an agreed employment period The employee's benefits and working conditions are as per Article 32 (Temporary Employees)

4 SERVICE CREDIT DEFINITIONS

Service credits shall be based on all previous full-time (regular, temporary and casual) service and part-time/reduced hours (regular and temporary) unless otherwise specified

4.1 Established Commencement Date (ECD)

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

a) Regular

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

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

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

b) Temporary

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

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

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

4.2 Vacation Credit Date (VCD)

The VCD represents all service regardless of breaks While a regular employee, service credits shall be based on the current ECD and adjusted for all previous periods of Inergi employment All employees who currently work reduced hours or have done so in the past, will have such service calculated as if were full time

(VCD is used to determine vacation bonus)

4.3 External Experience Value (EEV)

The EEV represents a vacation credit quantity expressed in number of years, months and days for external work experience granted to qualifying regular employees (Section 39 7) The EEV and VCD determine total years credit for vacation entitlement (days) and service-based payment in lieu of notice (Subsection 64 12 1)

4.4 Service Recognition Date (SRD)

The SRD for regular employees represents all service while an Inergi employee on payroll regardless of breaks in employment Service credits shall be based on the last hire date and adjusted for ail previous periods of Inergi employment All employees who currently work reduced hours or have done so in the past. will have such service calculated as if it were full time (it should never be pro-rated)

Authorized Adjustments:

a) Personal Leaves of Absence

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

- personal leave of absence with pay, or
- personal leave of absence without pay which is less than 15 working days; or

personal leave of absence without pay which is more than 15 working days and which was started on or after April 15, 1993 -- only that portion which was taken during the period from April 15, 1993 to August 31, 1997.

prepaid leave of absence, under the enhanced leaves of absence policy dated April 16, 1993, greater than eight *(8)* weeks.

b) Pregnancy/Parental Leaves

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

c) Job Sharing

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

d) Work Sharing

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

(SRD has an impact on recognition of employee service at years 25 and 40, Quarter Century Club Membership and seniority (Article 64).)

4.5 "Eligibility Service" or "Continuous Employment" for Pension Purposes

Generally, it is the number of years (including a portion of a year) a pension plan member has been continuously employed in which there has been no break in employment exceeding 12 months. It includes previous Ontario Hydro/Hydro One/Inergi pensionable service which has been reinslaled; external service which has been transferred into the pension plan under a reciprocal pension transfer agreement; and periods of pregnancy/parental leave. It may include certain types of non Inergi regular service purchased under special provisions. It generally excludes leaves of absence without pay except where the employee elects to pay the pension contribution. The exceptions are detailed in the pension rules.

Eligibility Service (ES) is used as an eligibility criteria for early retirement and the associated early retirement discounts; and in conjunction with Membership Service (i.e, the service subsequent to the date actually joining/started contributing to the Plan) and Age, to determine death and termination benefit entitlements.

5 TEMPORARY ASSIGNMENTS

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

In such instances, the parties agree that

5.1 Employees Temporarily Excluded from Society Jurisdiction

5.1.1 The Society shall be given prior notice of any temporary assignment exceeding three months' duration that Inergi considers outside the bargaining unit, along with a rationale for the proposed exclusion

5.1.2 The Society shall continue to represent employees who have been temporarily removed from their regular positions to perform work outside the bargaining unit for the first three months of the temporary assignment Dues shall be deducted and remitted to

the Society for the three month period

5.1.3 Except where otherwise specified in this Agreement, Society-represented employees who are temporarily assigned to positions outside the bargaining unit shall have access to all benefits, plans or entitlements under Part X (Health Benefits), Part VII (Pension and Insurance), Part XI (Relocation Assistance), and Articles 64 (Redeployment, Surplus Staff and Change of Employer) and 65 (Vacancies) of the Collective Agreement for the full duration of the assignment.

5.2 Employees Temporarily Included in Society Jurisdiction

5.2.1 Inergi personnel from outside the Society's bargaining unit who are temporarily assigned work within Society jurisdiction shall be represented by the Society for that portion of the assignment extending beyond three months, and dues shall be deducted for the period beyond three months.

5.2.2 During the period of Society representation, temporarily included employees shall be subject to the provisions of the Collective Agreement, but the following shall not apply:

- Article 30 (Performance Pay Plan)
- Part IX (Absence from Work)
- Part X (Health Benefits)
- Part VII (Pension and Insurance)
- Part XI (Relocation Assistance), except for Article 55 (Compensation when Assigned to Temporary Work Headquarters)
- Part XIII (Working Conditions) except for vacancy rights pursuant to Clause 65.6.3.g
- Other provisions or agreements to the extent they concern the above

5.3 Grievance

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

6 EMPLOYEES ON TEMPORARY OUT-OF-PROVINCE ASSIGNMENT

6.1 Terms and Conditions of Employment During Assignment

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

a) retains his/her status as an employee of Inergi;

b) continues to accrue service credit for all purposes under Article 4 of the Collective Agreement;

c) is required lo pay Society dues during the term of any assignment beginning on or after January 1, 1995

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

6.1.3 Inergi will indemnify, or cause to be indemnified. each employee who, in the course of work on temporary out-of-province assignment, becomes subject to a claim made against him/her or to a threat of discipline from an association with statutory power to apply professional standards. Article 13 will apply unless indemnification provisions specific to a given contract or project are identified in the personal services contract.

6.2 Filling the Pre-Assignment Position

Before the employee commits to the assignment, Management will determine whether it intends to fill the position on a temporary or regular basis and discuss the decision and rationales with the employee. Inergi will inform the employee of any intent to change this plan while the employee is on an out-of-province assignment.

6.3 Redeployment Upon Completion of Assignment

6.3.1 The line manager in the employee's pre-assignment Business Unit shall provide or shall identify appropriate personnel to provide the returning employee with employment-related information and assistance and to carry out the provisions of this Subsection upon completion of the assignment and return lo Ontario.

6.3.2 When the employee's pre-assignment position with Inergi continues to exist and has not been filled or has been filled temporarily. the employee shall return to that position.

6.3.3 When the employee's pre-assignment position with Inergi no longer exists or has been filled regularly, and the employee is no! surplus by operation of Article 64, the employee shall be placed in an Inergi vacancy for which he/she is qualified. in the following order:

a) a lateral vacancy within the employee's pre-assignment Business Unit at the pre-assignment location;

b) within the pre-assignment Business Unit, a choice of a lateral vacancy at a new location, or a vacancy within two salary grades lower at the pre-assignment location,

c) within the pre-assignment Business Unit. a vacancy within two salary grades lower, in a new location;

d) redeployment in accordance with Article 64.

6.3.4 Placements under Subsection 6.3.3 (a), (b) or (c) above are exceptions to Inergi posting requirements, consistent with Subsection 65.6.1 (b).

6.3.5 When there is a reasonable expectation that an employee will be placed in a different position upon return from a temporary out-of-province assignment, Inergi will identify and notify the employee of potential placements An employee who is not placed within 30 days of completion of the assignment and return to Ontario shall have the right to be redeployed in accordance with Article 64

6.4 Employment Continuity During Temporary Out-of-Province Assignment

6 4.1 Employees on temporary out-of-province assignments will be neither advantaged nor disadvantaged with respect to rights under Article 64 upon return from the assignment When an employee's pre-assignment position has been included in a Unit of Application for redeployment under Article 64, the employee will be redeployed in accordance with Article 64

The Joint Redeployment Planning Team (JRPT) will consider issues such as.

e the number of employees within the unit of application who are on temporary out-of-province assignments,

e the duration of the assignments;

e the seniority of the affected employees;

e the qualifications of the affected employees;

the ability to factor the employee into the on-going joint planning efforts (i e., will the employee be returning during or shortly after the joint planning process);

e the ability to fill positions in the new organization on a temporary assignment basis in order to accommodate a returning employee;

e the need to fill positions in the new organization on a continuing basis;

the need to keep employees apprised of developments within their unit of application that may impact on their job status during the assignment.

6.4.2 If an employee is declared surplus while he/she is on temporary out-of-province assignment, the employee will be notified and ail surplus entitlements will be deferred until the employee completes the assignment and returns to Ontario

6.4.3 An employee on temporary out-of-province assignment who is subject to redeployment under Article 64 In his/her absence and the JRPT determines

a) the employee would have been matched to a position by virtue of seniority and qualifications and is, therefore, deemed not surplus, and

b) the employee will not be matched in the redeployment, then the employee will be entitled to treatment under Section 6 3 above

7 MID-TERM AGREEMENTS - BUSINESS UNITS

The following principles were developed by the parties to govern negotiations of mid-term agreements at the Business Unit level that may alter by joint agreement an item or a range of items found in Attachment A

7.1 Principles

a) There is a need for a negotiating forum that is capable of responding quickly to unique local conditions and circumstances within the Business Unit. including specific legal requirements that may be applicable to a Business Unit, consistent with the principles in Article 1.

b) Joint negotiations on items and issues specific to the employees within one Business Unit may occur at that level rather than the corporate-wide level to the extent that such Issues can be resolved there.

c) It is the intent that Business Unit negotiations provide for increased efficiency and effectiveness in the bargaining interface with Society overall

d) It is the intent that mid-term agreements entered into by one Business Unit will not prejudice other Business Units

e) It is the intent that mid-term agreements signed by individual Business Units will not impede the mobility of employees outside of, or within, the Business Unit in pursuing their career objectives. or form barriers for employees transferring between Business Units

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

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

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

7.3 Approvals

Mid-term agreements on items listed in Attachment A will be signed by the Business Unit leader (or equivalent) and the Unit Director(s) whose unit encompasses the Society members in the Business Unit or a Principal Officer from within the Business Unit, subject lo the normal internal review and ratification process. Other items developed at the Business Unit level are subject to the parties' approval as set out in Section 92.3.

7.4 Scope

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

7.5 Duration

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

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

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

7.6 **Responsibilities**

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

ATTACHMENT A

ITEM	COLLECTIVE AGREEMENT REFERENCE
TMS Relativity Payment Formula	Sections 29 1 & 29.2
Holiday Shutdown	Section 40.1 4
Minimum Moving Distance (eligibility only)	Section 52.2
Extension of 12 Week Decision Period (Relocation)	Subsection 52.3.3
Lump Sum Payments In Lieu of Expenses	Subsection 52.3.3
Compensation When Assigned to Temporary Work Headquarters	Article 55
On-Call Service	Article 56
Travel Time	Article 58
Shift Work (M&P, TMS)	Article 59 (except 59.3)

Compensation and Working Conditions - 12 Hour Shift Schedule	Article 60 (except 60.2 and 60.3)
Shift Turnover	Article 61
Alternate Hours of Work Arrangements	Article 70
Reduced Hours of Work (RHOW) Arrangements	Article 71
Work Sharing	Article 73
Assignment of Non-Bargaining Unit Work During a Strike/Lockout	Section 74.2
Telework	Article 75
Special Clothing	Article 80
Personal Time Off	**Article 35**
Bush Fire/Volunteer Fire Fighting	Article 81
Deferment/Interruption of Vacation	Article 39.15
Extreme Weather Conditions	Article 82
Commuting Allowance	Subsection 52.3.3

Part III: Voluntary Recognition Agreement

8 VRA AMENDMENTS

A Voluntary Recognition Agreement (VRA) between Ontario Hydro and the Society came into effect on January 14, 1992 A complete text of the VRA between Ontario Hydro and the Society is found in Appendix IV. The VRA, as amended in this Article, is applicable to Inergi. The VRA shall remain in effect thereafter except for Sections 4.0 and 5.0 of the VRA (outlined in Articles 14 and 15 of this Agreement) which may be terminated by written notice by either party not less than six months prior to the expiry of the Collective Agreement in operation on January 1, 2005 or any subsequent Collective Agreement. In the event that the Society provides notice of termination of Sections 4.0 and 5.0 of the VRA, Inergi may require that the supervisors defined in Section 8.1 form a separate bargaining unit for which the Society shall be recognized as the bargaining agent and for which there shall be a separate Collective Agreement. In addition, the Society shall continue to be recognized as the bargaining agent for non supervisory staff defined in the VRA. Disputes on the identification of supervisors shall be submitted to a mutually acceptable arbitrator for settlement. If the parties fail to agree to appoint an arbitrator, either party may refer the matter to the Minister of Labour (provincial or federal) or the Chief Justice of the Ontario Court of Justice who shall appoint a single arbitrator. The arbitrator will have the power accorded arbitrators under the Ontario Labour Relations Act and the Canada Labour Code. If Inergi provides notice of termination of Sections 4.0 and 5.0 of the VRA, it shall continue to recognize the Society as representing all employees in one bargaining unit as per the VRA and ensuing Collective Agreements.

In the event that either party desires to amend the VRA on or after January 1, 2005, it must notify the other party in writing not less than six months prior lo the expiry of the Collective Agreement in effect on January 1, 2005 or thereafter six months prior to the expiration of any subsequent Collective Agreement. In such circumstances the parties will have the right. if either party so chooses, to appoint a mutually agreeable mediator for the purpose of reaching a settlement of the issues and where there is mutual agreement the mediator shall arbitrate outstanding matters in dispute.

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

8.1 Supervisory Employees

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

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

b) Employees on Schedules 08 on condition they normally supervise other employees

Part IV: Collective Agreement Term - No Strike/No Lockout

9 COLLECTIVE AGREEMENT TERM - NO STRIKE/NO LOCKOUT

9.1 This Collective Agreement shall remain in effect from January 1, 2003 to December 31, 2003 inclusive and, thereafter, shall be renewed automatically from year to year, subject to Section 4 0 of the Voluntary Recognition Agreement (VRA) as amended in the Collective Agreement, unless either Party notifies the other in writing not less than 90 days prior lo the expiration of the Collective Agreement that it desires to amend the Collective Agreement As long as Sections 4 0 as amended and 5 0 of the VRA remain in effect, where notice to amend the Collective Agreement is given. the provisions of this Collective Agreement shall continue In force until a new Collective Agreement is signed

9.2 No Strike/No Lockout

The Society. employees within the scope of the bargaining unit, and Inergi are pledged to the effective and efficient operation of Inergi and they pledge themselves, individually and collectively, to refrain from taking part in strikes, lockouts or sympathy strikes and other interference with work or production as long as the terms and conditions in Section 4 0 of the VRA continue

Nothing in this Collective Agreement is intended to interfere with the exercise of lawful economic sanctions under the Ontario Labour *Relations Act* and the Canada Labour Code by any member of the bargaining unit or bargaining units as the case may be or by the Society itself should either party to the Agreement elect to terminate Sections 4 0 and 5 0 of the Voluntary Recognibon Agreement

Privacy Policy

Built by Biz-Zone.

Part V: Union Security

10 SOCIETY MEMBERSHIP AND DUES DEDUCTION

10.1 Membership In the Society

The Society agrees to permit members to withdraw from membership in the Society

10.2 Dues Deduction (Rand Formula)

Society dues, as prescribed by the Society Constitution, or an equivalent amount, shall be deducted monthly (or more frequently if agreed) by Inergi by compulsory payroll deductions from all Society-represented employees and shall be forwarded to the Society on their behalf with a list of appropriate employee information

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

11 PRINCIPLES REGARDING INVOLVEMENT WITH RESPECT TO SUCCESSOR RIGHTS

Consistent with the parties' commitment to deal with issues in an open and co-operative manner with the earliest possible involvement of each party, the parties have developed the following principles and intent

a) Prior to the finalization of negotiations that could lead to the sale of all or part of the business, privatization of all or part of a Business Unit, the creation of joint ventures or partnerships or other enterprises which could adversely impact on the Society's bargaining rights or the contractual rights of its members, the Society will be consulred to the extent that circumstances reasonably permit The Society agrees that confidentiality will be maintained

b) The parties agree to attempt to minimize the negative impacts on Inergi employees in these circumstances

c) Inergi agrees to apprise any external third party involved in negotiations that Inergi has employees represented by the Society and Inergi will undertake to provide the Society with an opportunity to present its interests to the third party

Part VI: Dispute Resolution Processes

12 NO DISCRIMINATION

12.1 Human Rights

Every employee has a right to be free of harassment and discrimination in the workplace on the basis of prohibited grounds, as outlined in the Inergi Human Rights Policy. An employee who has a harassment or discrimination complaint on the basis of these grounds will have access to Inergi's Human Rights and Harassment Complaints resolution policy process or the grievance process.

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

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

12.2 Union Activity

Inergi shall not discriminate against an employee on the basis of membership or activity in the Society. An employee who has a complaint of such discrimination shall have the right to seek redress under the Grievance and Arbitration Procedure.

13 EMPLOYEE INDEMNIFICATION

13.1 Inergi will provide assistance and financial indemnification to an employee who, as a consequence of performing the normal duties of his or her job for Inergi, is made, or threatened to be made, a party lo a civil action or a criminal proceeding (other than for offenses under the Criminal Code of Canada) or quasi-criminal proceeding, or other administrative proceeding (such as formal complaint filed with the Human Rights Commission), or is subject to a threat of discipline or actual discipline from an association that is empowered by statute lo regulate professional standards. This assistance will include independent legal representation at Inergi's expense, subject to Inergi's approval of the employee's choice of his/her counsel.

Notwithstanding the above paragraph, Inergi will not provide financial indemnification lo an employee considered by Inergi to have acted with dishonesty, bad faith, or with intentional or reckless disregard for the best interests of Inergi.

An employee who is subject to prosecution under criminal law (Criminal Code of Canada) as a consequence of performing the normal duties of his/her job and found to be not guilty, or against whom charges have been dropped, may receive financial indemnification.

14 VOLUNTARY RECOGNITION AGREEMENT DISPUTES

14.1 Enforcement

The primary method of enforcement of the Voluntary Recognition Agreement shall be pursuant to the grievance and arbitration provision in this Collective Agreement However, should the Collective Agreement not be in operation or applicable to the dispute, either party shall have the right to refer to final and binding arbitration any differences between the parties arising from the Interpretation, application, administration or alleged violation of the Voluntary Recognition Agreement, including any question as to whether a matter is arbitral

Subject to the conditions of this Agreement, if a mediator or arbitrator is not appointed within 30 days of a matter being referred to mediation and/or arbitration, either the Society or Inergi shall have the right to refer the matter to the Minister of Labour (provincial or federal) or the Chief Justice of the Ontario Court of Justice and the Minister or Chief Justice shall appoint a mediator and/or arbitrator The arbitrator will have the Dower accorded under the Ontario Labour Relations Act and the Canada Labour Code

15 COLLECTIVE AGREEMENT NEGOTIATION DISPUTES

Future contract negotiations disputes shall be resolved by binding arbitration

The dispute resolution process shall be mediation-arbitration using the same individual as both the mediator and arbitrator

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

a) a balanced assessment of internal relativities, general economic conditions, external relativities,

b) Inergi's need to retain, motivate and recruit qualified staff,

c) the cost of changes and their impact on total compensation,

d) the financial soundness of Inergi and its ability to pay

A mediator-arbitrator shall have the power to settle or decide such matters as are referred to mediation-arbitration in any way he/she deems

fair and reasonable based on the evidence presented by representatives of Inergi or the Society in light of the criteria in items (a) to (d) and his/her decision shall be Anal and binding

16 COMPLAINT AND GRIEVANCE/ARBITRATION PROCEDURE

16.1 Preamble and **Principles of Operation**

The following procedure for dispute resolution consists of three elements a complaint process, a grievance procedure and an arbitration process These processes will be used by the Parties in order to resolve complaints and grievances submitted by Society-represented staff. the Society, or Inergi unless the parties have expressly agreed elsewhere in this Agreement on alternate dispute resolution processes to limit the scope of the grievance/arbitration procedure

Early discussions and resolutions at the lowest level possible are encouraged because this leads to addressing issues before a grievance is lodged The Parties also recognize that early and open discussions are key to maintaining a positive working relationship

The Parties recognize the need for open and honest discussions at all levels of the complaint and grievance process These discussions will allow for a common understanding of all the facts and will enhance the chance of a mutually acceptable resolution

This process should have the flexibility to respond lo the advantages gained through a problem-solving approach to dispute resolution.

This process is designed to be simple, efficient, and understandable for all parties involved.

16.2 **Definitions**

a) Employee **Complaint**

An employee complaint is a claim of unfair treatment that an employee has requested the Society to present on the employee's behalf. An employee complaint which does not meet the criteria of an employee grievance shall no! be subject for the grievance/arbitration procedure.

b) Employee Grievance

An employee grievance is defined as any dispute between Inergi and the Society arising from the application, administration. interpretation or alleged violation of the Collective Agreement, or unreasonable exercise of Management discretion in the administration and application of the collective agreement. An employee grievance shall be filed at Step 2, normally following consideration of an employee complaint at Step 1.

c) Group Grievance

A Group grievance is defined as any dispute between Inergi and the Society arising from the application, administration or alleged violation of the Collective Agreement, or unreasonable exercise of Management discretion in the administration and application of the collective agreement relating to the same dispute by more than one employee. A Group grievance shall be filed at Step 2. Grouped complaints will normally be considered at the Complaint Step if the employees report to a single supervisor,

d) **Policy** Grievance

A Policy grievance is defined as any dispute between Inergi and the Society arising from matters of application, administration, interpretation. or alleged violation of the Collective Agreement A policy grievance shall be filed at Step 2, and must be filed within 60 days after the circumstances giving rise to the grievance have come or ought to have reasonably come lo the attention of the Society.

e) Management Grievance

Inergi may present to the Joint Society-Management Committee any complaint with respect to the conduct of the Society. If such a complaint is not resolved, it may be treated as a grievance and referred to arbitration under the provisions of this Article.

16.3 Scope Notes - **Grievance** and **Arbitration**

16.3.1 Performance pay complaints which involve complaints from employees whose performance standing is below the reference point (100%) of the job and who have been held at the same level, in the same position, for two successive years shall be treated as follows: Unless otherwise agreed to, the payment of any performance increase shall be retroactive to January 1 of the year for which the performance increase is being sought. In these matters, the arbitrator shall have only the remedial authority to either remit the matter back for reappraisal or make an award that conforms to the norms of the Performance Pay Plan as applied for the year in question.

16.3.2 Grievances concerning personal performance appraisals which are not related to the interpretation or application of Article 19 are not arbitral. These grievances will be processed up to and including step 2 of !he grievance process.

If a grievance concerning an employee's performance appraisal cannot be resolved by the step 2 Committee, the

performance assessment, which includes the employee's comments, will stand as a record of that year's appraisal

16.3.3 Grievances related to selections based upon Article 65 6 4 may be processed through the grievance/arbitration process If the arbitrator rules the process for selection was unfair. the arbitrator is limited to ordering a new selection process take place

16.3.4 Disputes concerning Article 88 relating to the Occupational Health and Safety Act or Part II of the Canada Labour Code will normally be referred to the Ministry of Labour consistent with Article 89.

16.3.5 Both Inergi and the Society have access to the grievance /arbitration procedure for disputes arising from he application of Part II (Recognition). If such disputes proceed to arbitration, the arbitrator will consider the principles contained in Article 1.0.

16.3.6 The grievance/arbitration procedure may be used to challenge any unreasonable, arbitrary or bad faith action taken by Inergi which results in the exclusion of any employee or position from the bargaining unit. The Parties will attempt to resolve disputes expeditiously. The Society may initiate an unresolved dispute as a Policy Grievance.

16.4 Timeliness

The grievance procedure shall proceed without unnecessary delay It Is recognized that in some cases strictly enforced time limitations may interfere with a mutually acceptable process of fact-finding or problem resolution However, either Party may invoke a time limitation upon five (5) days' written notice to the other Party Except by mutual agreement, time limits tor initiating a complaint/grievance, however, must be adhered to

16.5 Step 1: Employee Complaint

a) The Society will file an employee's complaint with the local line manager within 30 working days of the date the employee should reasonably have been aware of the action or decision giving rise to the complaint. The Society will provide a form outlining the grievor's complaint, proposed resolution and will identify the employee's society representative.

b) An employee's complaint must normally be raised with the employee's supervisor and/or Society delegate and every effort should be made to resolve it informally. Inergi will provide independent facilitation where the Parties agree that this is a reasonable approach to resolving the complaint.

c) Where mutually agreeable, the Society may initiate an employee grievance arising from disciplinary suspension or discharge directly at Step 2.

d) Local management and the Society representative will meet to attempt resolution within ten (10) working days of the date that the complaint is filed. Where mutually agreeable, the employee may attend the Step 1 meeting. Any resolution at Step 1 will be without prejudice and will not constitute a precedent in any other matter between the Parties except by written agreement.

16.6 Step 2: Meetings Of The Standing Grievance Settlement Committee ("GSC")

a) The Society will file all Step 2 grievances within 30 working days from the Step 1 meeting. A Policy Grievance shall be initialed at Step 2. The grievance form will indicate the articles in issue, outline the grievance and, wherever possible, propose a resolution.

b) Where a grievance is based upon discrimination or harassment, the parties will attempt to incorporate the following elements into the process:

I) The use of a neutral investigator agreeable to both parties

ii) Consideration of reports from preceding investigations

111) Interviews with affected employees

Iv) Mediation. if deemed appropriate by the parties upon consent of affected employees.

c) If an employee makes use of the internal Inergi Human Rights Complaint Procedure, and a satisfactory resolution is not attained, the Society may. at that time, process that complaint directly to Step 2 of the procedure

d) The Step 2 process shall consist of a meeting between the parties involving the following representatives of the parties

a. A Manager who has decision making authority to resolve the grievance

b. An Inergi Labour Relations/Human Resources representative

c. A Society Unit Director or his/her designate

d. A Society Staff Officer

e) A Step 2 meeting shall be convened within ten **(10)** working days of the grievance being filed at Step 2 by the Society, unless the date is deferred by mutual agreement of the parties.

f) At the Step 2 meeting the parties shall fully discuss the Issues in dispute and make every effort to attempt to resolve the grievance.

g) Grievances dealt with at Step 2 of the process may be resolved by written agreement of the parties. Unresolved grievances may be referred to expedited arbitration.

16.7 Grievance Arbitration

16.7.1 Expedited Arbitration

A. Subject to Subsection 16.7.2, either Party may refer an unresolved grievance to expedited arbitration within 10 working days following the end of the Step 2. Expedited Arbitration shall be by a single arbitrator chosen by mutual agreement from the list at Article 16.7.5.

E Multiple cases will be heard on each day of expedited arbitration.

C. Written briefs will be exchanged between the parties 1 week in advance of the expedited arbitration Copies of the briefs will be forwarded to the arbitrator 1 week in advance of the hearing.

D. The arbitrator will rely upon the briefs as much as possible and witnesses will only be called if required by the arbitrator.

E. Expedited arbitrations will be held in alternating months in which the GSC hears grievances

16.7.2 Regular Arbitration

A. Unless the parties agree that expedited Arbitration is appropriate. Grievances based upon i) discharge/discipline, ii) harassment or discrimination, iii) policy grievances or iv) any other gnevance the parties agree Is not suitable for expedited arbitration, will be referred to a mutually agreeable arbitrator as per Article 16.7.5. Either party may refer an unresolved grievance to a single arbitrator within 10 days of the Step 2 meeting. Regular arbitration shall be scheduled within 60 days of the referral to arbitration.

16.7.3 General

A. Each Party shall assume its own costs of the arbitration proceedings and shall share equally the cost of the arbitrator.

B An arbitrator shall consider any difference which arises between the parties relating to the interpretation, application or administration of this Agreement. including any question as to whether a matter is arbitral, or where an allegation is made that this agreement has been violated. An arbitrator shall also consider any matter of interpretation. application, and administration of policy and practice as may be referred to him/her by employee grievance. An arbitrator shall consider only Such evidence as is presented to him/her by representatives of Inergi or the Society.

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

D. If mutually agreeable, the arbitrator may be requested to act as a mediator prior to formally commencing the arbitration.

E. All arbitration decisions shall be delivered lo the parties within 10 days of the arbitration hearing

16.7.4 Arbitrators

The following individuals are lo be used as arbitrators if mutually agreed to:

Michel Picher
Ken Swan
George Adams (1) (3) (4)
Jane Devlin *(2)*
Bill Kaplan
,Jules Bloch
Pam Picher

(1) To be used for Article 14.1 disputes

(2) To be used for Job Evaluation and performance pay grievances

(3) Article 64 disputes

(4) Jurisdiction disputes

17 DISCIPLINE AND DISCHARGE

17.1 No employee, except as noted below shall be disciplined or discharged without just cause

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

17.2 Notification of Disciplinary Interview

a) An employee is entitled, prior to the imposition of discipline or discharge, to be notified at a meeting with Management of the reasons for considering such action. unless he/she is a danger to himself/herself or others A Society representative may be present at such a meeting if the employee so desires If the employee does wish representation. the Unit Director or the Society Office will be advised in advance by Management of the time and place of the meeting

b) A disciplinary interview is a formal interview or discussion which may result in the imposition of any disciplinary measure An employee summoned to such an interview shall be provided with 24 hours advance notification of such interview Such advance notification shall include the purpose of the interview and the fact that the employee has the right. if she or he chooses, to have a Society representative attend at such an interview with her/him

The foregoing provision does not apply to performance management discussions which do not result in disciplinary documentation being placed upon the employee's personal employment file

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

17.4 Employment File

a) Documents communicating discipline and discharge will be maintained in the employee's official employment file (normally 901 file)

b) Unless otherwise agreed to. after documents communicating discipline have been on an employee's file for a maximum of two years, and there have been no further disciplinary occurrences, then the documents communicating discipline will be removed

c) Employees shall be allowed access lo their own personnel files Employees should submit the written request to their supervisor. Review of the file shall be carried out in the presence of the supervisor or human resources contact Additions or deletions to the file shall be made only with the approval of the supervisor and the human resource contact

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

18.1 Inergi should advise the Society and provide an opportunity for its involvement at the appropriate organizational level (e.g., Inergi, Business Unit. Division, Station) prior to making any final decision which could adversely affect the Society's jurisdiction.

The Society's jurisdiction may be adversely impacted by an organizational or operational changes, including technological changes, workload changes, and business process re-engineering. The Society's jurisdiction is adversely impacted by any assignment of functions customarily done by Society-represented employees to persons or employees outside of its bargaining unit and/or reduces the proportion of work customarily performed by Society-represented employees relative to that done by persons or employees outside of its jurisdiction.

18.2 Prior to making a final decision that could adversely impact the Society's jurisdiction, at the request of either party, Inergi will establish a joint team with the Society which will review relevant facts and issues. In the event that the jurisdiction of another union is affected by this decision. the Society and Inergi will strive to include a representative of this union in the review team. The criteria considered by the joint or tripartite review team will include the following:

- representational rights
- skill and training
- safety
- economy and efficiency
- past practice

18.3 The parties agree to make their best efforts to reach consensus on issues affecting the Society's jurisdiction which will form the basis of recommendations to Senior Management.

18.4 In the event that consensus is not reached on issues affecting the Society's jurisdiction or Senior Management rejects the joint/tripartite team's recommendation(s), Inergi will make the final decision and will provide written rationale for the decision to the Society.

18.5 The principle and process set out in 18.1 *lo* 18 4 are not grievable with the exception of Inergi's final decision. The recommendations

of joint tripartite teams are without prejudice and cannot be relied upon at grievance/arbitration or before any labour relations board.

19 PERFORMANCE APPRAISAL FEEDBACK AND ADVANCED WARNING OF REDUCED PERFORMANCE PAY STANDING

19.1 Principles

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

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

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

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

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

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

19.3 Employee must be provided with a written record of the performance appraisal. Employees should receive written confirmation that the performance appraisal has taken place, and a statement of the employee's performance pay standing as of the next performance pay adjustment date.

19.4 If an employee's performance level may result in a reduction in performance pay standing, the employee will be given written notice at least six (6) months in advance of any contemplated action, setting out as precisely as possible:

a) the unsatisfactory performance;

b) what is required to rectify the unsatisfactory performance:

c) the actions that may be taken if improvement does not occur

20 ROLE OF SUPERVISORS

20.1 As members of Inergi's managerial staff, supervisory employees have a role to play in the resolution of disputes in their work units before they reach the grievance/arbitration procedure. In the event that a dispute reaches the grievance/arbitration procedure, the Society agrees not to discriminate against supervisors who represent Management In Society grievances.

20.2 The Society will exclude supervisors directly involved in a particular grievance from the decisions on the referral of the grievance through the grievance/arbitration procedure. Supervisors will not act on behalf of the Society in matters associated with a particular grievance where the grievance has been lodged by another member(s) who reports to the particular supervisor.

20.3 **Society** Representatives

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

Part VII: Pension and Insurance

21 LIFE INSURANCE

21.1 The benefits and terms and conditions of the benefit entitlement for group life, living benefit and spousal life Insurance for employees are as described in. the Collective Agreement, the brochure entitled "Group Life Insurance, Living Benefit and Spousal Life Insurance, updated May **31, 2000".** These documents, by reference. form part of the Collective Agreement The benefits and terms and conditions of benefit entitlement as described in the above documents can be changed by mutual consent only

21.1.1 The cost of basic term Insurance for employees will be paid by Inergi.

21.1.2 The cost of additional term insurance for employees will be paid by the employees.

21.1.3 Upon retirement, term insurance equal to 50% of final base annual earnings will be provided, reducing to **25%** ten years after retirement.

21.1.4 An employee will become eligible for membership in the plan upon being assigned regular status

21.1.5 In the event that an employee does not make an election, Option **I** (see **21 2** below) will automatically be designated.

21.1.6 After the initial election period. a re-election of option will be permitted only once a year during the month of December

21.1.7 The employee will be required to submit evidence of insurability if a re-election results in total increased insurance coverage

21.1.8 Any re-election shall become effective on the January **1st** following the year in which the reelection is made or on the dale of approval by the insurer of any required evidence of insurability. whichever is later

21.2 Life Insurance Options

OPTION	BASIC TERM INSURANCE[1]	ADDITIONAL TERM INSURANCE[2]
I	Two Times Base Salary	Nil
II	Two Times Base Salary	One Times Base Salary

[1] Basic Term Insurance is composed of term insurance equal to base annual earnings raised to the next $500 00 and multiplied by 2.

[2] Additional Term Insurance is the optional term insurance which an employee may elect in addition to the basic insurance coverage. It is equal to base annual earnings raised up to the next $1,000 00.

21.3 The maximum additional term insurance that may be purchased by an employee shall be referred to a tripartite (Society, Management and CUPE 1000) forum for further consideration

21.4 An employee who meets the following criteria shall be eligible to cash out 50% of his/her total claim value to a maximum of $50,000

Criteria:

- the illness must be terminal with death likely to occur within **24** months;
- Inergi's consent is required;
- the consent of the employee;
- the beneficiary must have reached the age of majority; and
- the employee must be competent and able to understand a transaction of this nature.

Payments must be processed as a loan and interest charged to avoid making the payment a taxable benefit to the employee.

When death occurs, the advance payment plus accrued interest is deducted from the claim value.

21.5 Spousal and Dependent Insurance

21.5.1 Only spouses and dependents *of* active employees are eligible

21.5.2 Insurance is available in units of $10,000 to a maximum of $150,000 (or 15 units)

21.5.3 The entire cost, including administration costs, will be paid by the employee

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

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

22 DEFINED BENEFIT PENSION PLAN

The Hydro One Pension Plan (Registration **# 1059104)** and the successor pension plan of Inergi LP (Registration **#1079714)** constitute the present Defined Benefit Pension Plan ("DB Plan") and form part of this collective agreement. The transfer of assets from the Hydro One Pension Plan to the Inergi Defined Benefit Pension Plan was pending and had not yet occurred as of the date of the publication of this agreement The provisions **of** the DB Plan are generally described in the brochure "A Guide lo your Hydro One Pension Plan" (June 23, **2002)**

Changes to the DB Plan affecting Society-represented members of the plan, other than legislative changes, shall be made only upon mutual consent It is agreed that normal administrative matters such as changing financial advisors are not considered to be changes to the DB Plan, subject to any understanding. agreement or decision to the contrary with the PWU

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

22.2 Any changes to actuarial assumptions used for the purpose of filing a funding valuation shall be discussed with the Society prior to filing. The Society reserves the right lo challenge the actuarial assumptions used for such filing.

22.3 Probatlonary Employees

Probationary employees who have attained three months' service shall be eligible to become members **of** the DB Pension Plan A new employee who completes his/her eligible probationary period after January **1, 1999** and who is a contributor to the DB Plan may irrevocably elect and pay the required contribution within three months immediately following completion of the probationary period, to buy credited service for his/her probationary period. failing which there shall be no subsequent right to elect

22.4 **Undlscounted** Pension

Effective April 1, 2001 (subject to rule changes), an employee may retire and receive an earned pension without any retirement

discount on or after the first day of the month in which the sum of the employee's age in years and years of service is equal to or greater than 82.

22.5 **(a)** Pension Indexing and the Notional Account

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

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

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

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

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

22.6 Buy-Back of Inergi and External Service

The following shall apply after the DB Pension Plan Rules are changed:

a) Employees will be able to purchase the following Service On an actuarial basis at no cost to Inergi, provided the employee provides evidence of such service satisfactory to Inergi:

i) summer and co-op students ;

ii) casual construction;

iii) temporary employees;

iv) leaves of absences:

v) pregnancy/parental leaves:

vi) broken service,

vii) external service (see (b) below)

(iv), (v) and (vi) above are enhancements to current provisions

b) This provision will be subject to restrictions of the *Income Tax Act* (Canada) and all applicable provincial or federal pension legislation (For example external service prior to 1992 can only be purchased if there was a reciprocal agreement with the former Employer in existence at the time and still exists)

c) For the purposes of this section "service" shall mean service with Ontario Hydro prior to April 1, 1999 or service with Ontario Hydro's successors after April 1, 1999 or with Inergi after March 1, 2002.

22.7 Spousal Benefit

Effective April 1, 2001 the survivor benefit maximum shall be increased from 64% to 66 2/3% This improvement will apply to members whose pensions commence on or after April 1, 2001 and also to pensioners and surviving spouses in receipt of pensions

22.8 Retirement Bonus

Employees who have completed 10 years or more of continuous employment shall be given, upon retirement. a cash bonus equal to one month's pay The retirement bonus may be paid in cash or by transfer to an employee's Registered Retirement Savings Plan (RRSP), at the employee's option

22.9 Joint Pension Committee

22.9.1 The parties agree to establish a Joint Pension Committee, comprised of at least *two* Society representatives and two Employer representatives Each party shall have the right to have a reasonable number of resource persons attend meetings

22.9.2 The purpose of the Committee shall be

To promote awareness and understanding of the DB Plan and the Defined Contribution Pension Plan ("DC Plan" see Article 23) among Society-represented members

- To review the financial, actuarial and administrative operations of the Plans, and
- To review proposed amendments to the Plans affecting Society-represented members

22.9.3 In order to fulfill the stated purpose, the committee members and resource persons will have access to reasonable pension plan and pension fund information, subject to the understanding that certain confidential material may not be available and such confidential information that is supplied will be maintained in confidence by the committee members and resource persons

22.9.4 The Joint Committee will meet at least twice per year, or as requested by either party

22.10 Society members of the Inergi DB Pension Plan. whose pension income as a pensioner will exceed the limits prescribed by the Income Tax Act (ITA) for pension paid from a registered pension plan, are eligible for the Supplementary Payment Schedule (SPS) The SPS tops up the amount one receives from the Inergi DB Pension Plan Io the amount one would receive irthere were no ITA limits

22.11 Inergi shall exercise reasonable efforts to establish reciprocal transfer agreements with its successor companies or companies with whom it forms partnerships or joint ventures.

22.12 Plan Formula

a) Effective January 1, 2003 the rules of the DB Pension Pian shall be amended to provide for the reduction of the CPP integration factor from .625% to .500%. This change in the CPP integration factor will apply to all of the established service of a Society-represented member who retires after the effective date provided that some portion of such Society-represented established service occurred after the effective date of the change in the CPP integralion factor.

b) The parties will agree upon a trigger point for an increase in employee's contributions by 5%.

23 DEFINED CONTRIBUTION PENSION PLAN

23.1 The employer shall establish a Defined Contribution Pension Plan ("DC Plan") effective January 1, 2003 The DC Plan shall be separate from the DB Plan described in Article 22 The provisions of the DC Plan shall be agreed upon by the parties and put into a separate document that shall form part of this collective agreement Changes to the DC Plan affecting Society-represented members of this plan are subject to the agreement of the Society

23.2 New employees who commence employment on or after January 1, 2003 shall have the option of participating in either the DB Pension Plan or the DC Pension Plan at the time of hire. Prior to the employee making this election, the employer shall advise the Society and provide it with a reasonable opportunity to meet with the employee to discuss these options The parties shall endeavour to make sufficient information available Io the employee Io enable him/her to make an informed choice between these options

23.3 The DC Plan shall be funded by a minimum employer contribution of 6% of participating employees' base earnings, plus a match of employee contributions to an overall maximum employer contribution of 9% of participating employees' base earnings

Part VIII: Salary

24 SALARY SCHEDULES

24.1 Salary rates shall be in accordance with Salary Schedules 01, 04 and 08 that are part of this Agreement

24.2 The salary schedules shall be increased effective January 1, 2003 by 3 0 %

24.3 Adjustments to Salary Schedules 04 will be made in accordance with the agreed formulae

INERGI LP

01
03

SALARY SCHEDULE 01
STANDARD SCHEDULE FOR
MANAGEMENT AND PROFESSIONAL STAFF
Dollars Per **Week**
SALARY GRADE

PERCENTAGE OF REF PT		MP1	MP2	MP3	MP4	MP5	MP6
Max	115	1,554	1,657	1,767	1,884	2,009	2,142
	114	1,541	1,643	1,752	1,868	1,991	2,123
	113	1,527	1,628	1,736	1,851	1,974	2,105
	112	1,514	1,614	1,721	1,835	1,956	2,086
	111	1,500	1,598	1,705	1,818	1,939	2,067
	110	1,487	1,585	1,690	1,802	1,921	2,049
	109	1,473	1,571	1,675	1,786	1,904	2,030
	108	1,460	1,556	1,659	1,769	1,887	2,011
	107	1,446	1,542	1,644	1,753	1,869	1,993
	106	1,433	1,527	1,629	1,737	1,852	1,974
	105	1,419	1,513	1,613	1,720	1,834	1,956
	104	1,406	1,499	1,598	1,704	1,817	1,937
	103	1,392	1,484	1,583	1,687	1,799	1,918
	102	1,378	1,470	1,567	1,671	1,782	1,900
	101	1,365	1,455	1,552	1,655	1,764	1,881
Ref Pt	**100**	**1,351**	**1,441**	**1,536**	**1,638**	**1,747**	**1,862**
	99	1,338	1,427	1,521	1,622	1,729	1,844
	98	1,324	1,412	1,506	1,605	1,712	1,825
	97	1,311	1,398	1,490	1,589	1,694	1,807
	96	1,297	1,383	1,475	1,573	1,677	1,788
	95	1,284	1,369	1,460	1,556	1,659	1,769
	94	1,270	1,355	1,444	1,540	1,642	1,751
	93	1,257	1,340	1,429	1,524	1,624	1,732
	92	1,243	1,326	1,414	1,507	1,607	1,713
	91	1,230	1,311	1,398	1,491	1,590	1,695
	90	1,216	1,297	1,383	1,474	1,572	1,676
	89	1,203	1,282	1,367	1,458	1,555	1,658
	88	1,189	1,268	1,352	1,442	1,537	1,639
	87	1,176	1,254	1,337	1,425	1,520	1,620
	86	1,162	1,239	1,321	1,409	1,502	1,602

	85	1,149	1,225	I,306	1,397	1,485	1,583
	84	1,135	1,210	1,291	1,376	1,467	1,564
	83	1,122	1,196	1,275	1,360	1,450	1,546
	82	1,108	1,182	1,260	1,343	1,432	1,527
	81	1,095	1,167	1,245	1,327	1,415	1,509
Min	80	1,081	1,153	1,229	1,311	1,397	1,490

UNROUNDED REFERENCE POINTS

MP1	MP2	MP3	MP4	MP5	MP6
1351.4456	1440 9781	1536.4438	1638 2332	1746 7661	1862.4844

INERGI LP

04
03

SALARY SCHEDULE 04
MANAGEMENT AND PROFESSIONAL
DEVELOPMENT SCHEDULE
- Dollars per Week

GRADE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6
01	903.00	971.00	1,017.00	1,062.00	1,107.00	1,153 00

Notes

1 **This schedule covers a** 35-hour **work week**

2 **For employees hired at Step** 2 **and above. Step-to-Step progression is automatic on a semiannual basts unless withheld for performance reasons**

3 **For employees hired at Step** 1, **Stepto-Step progression is automatic at** 21 **week intervals unless withheld for performance reasons**

Labour Relations
Effective January 1, 2003

INERGI LP

08
03

SALARY SCHEDULE 08
TRADES MANAGEMENT SUPERVISORS
DOLLARS PER WEEK
SALARY GRADE

PERCENTAGE OF REF PT		TMS01	TMS02	TMS03	TMS04	TMS05
Max	115	1,458	1,551	1,657	1,767	1,884
	114	1,445	1,541	1,643	1,752	1,868
	113	1,432	1,527	1,628	1,736	1,851
	112	1,420	1,514	1,614	1,721	1,835
	111	1,407	1,500	1,599	1,705	1,818

	110	1,394	1,487	1,585	1,690	1,802
	109	1,382	1,473	1,571	1,675	1,786
	108	1,369	1,460	1,556	1,659	1,769
	107	1,356	1,446	1,542	1,644	1,753
	106	1,344	1,433	1,527	1,629	1,737
	105	1,331	1,419	1,513	1,613	1,720
	104	1,318	1,406	1,499	1,598	1,704
	103	1,305	1,392	1,484	1,583	1,687
	102	1,293	1,378	1,470	1,567	1,671
	101	1,280	1,365	1,455	1,552	1,655
Ref Pt	**100**	**1,267**	**1,351**	**1,441**	**1,536**	**1,638**
	99	1,255	1,333	1,427	1,521	1,622
	98	1,242	1,324	1,412	1,506	1,605
	97	1,229	1,311	1,398	1,490	1,589
	96	1,217	1,297	1,383	1,475	1,573
	95	1,204	1,284	1,369	1,460	1,556
	94	1,191	1,270	1,355	1,444	1,540
	93	1,179	1,257	1,340	1,429	1,524
	92	1,166	1,243	1,326	1,414	1,507
	91	1,153	1,230	1,311	1,398	1,491
	90	1,141	1,216	1,297	1,383	1,474
	89	1,128	1,203	1,282	1,367	1,458
	88	1,115	1,189	1,268	1,352	1,442
	87	1,103	1,176	1,254	1,337	1,425
	86	1,090	1,162	1,239	1,321	1,409
	85	1,077	1,149	1,225	1,306	1,392
	84	1,065	1,135	1,210	1,291	1,376
	83	1,052	1,122	1,196	1,275	1,360
	82	1,039	1,108	1,182	1,260	1,343
	81	1,027	1,095	1,167	1,245	1,327
Min	80	1,014	1,081	1,153	1,229	1,311

UNROUNDED REFERENCE POINTS

TMS 01	TMS 02	TMS 03	TMS 04	TMS 05
1267.4754	1351.4456	1440.9789	1536.4438	1638.2332

Note: This schedule covers a 40 hour workweek.

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25 ESCALATOR CLAUSE

25.1 In the event that Inergi and the Society negotiate a Collective Agreement for a term of more than one year, a Cost of Living Adjustment (COLA) escalator clause shall become part of such an Agreement and shall **be** applicable to all employees covered by that Agreement

26 PAY AND BENEFITS TREATMENT OF STAFF PAID FROM SALARY SCHEDULE 04 - MANAGEMENT AND PROFESSIONAL (M&P) DEVELOPMENT SCHEDULE

26.1 **Pay Treatment**

Salary Schedule 04 will be used for:

a) the hiring and progression of all employees hired for Management and Professional (M&P), when they have less than the following applicable experience requirements after Bachelor graduation:

JOB LEVEL	APPLICABLE EXPERIENCE REQUIREMENTS
MP1	1 5 years
MP2	2 years
MP3 and over	2 5 years

or;

b) as a bridging salary schedule for employees who are appointed to entry salary schedules where such employees are not fully qualified or do not meet the minimum experience requirements for the position.

26.2 Individuals with advanced degrees or some applicable experience may be given an appropriate time credit when they are placed on Salary Schedule 04.

26.3 Salary Schedule 04 will consist of six steps Step 6 will be equivalent to 80% of MP2 Reference Point, and Step 2 will be established at the estimated average community hiring rate for new engineering graduates Intervening steps will be in equal dollar increments rounded to the nearest whole dollar. Step 1 will be used, where appropriate. as a hiring rate lor non-engineering graduates

26.4 Management will consult with the Society before determining the community hiring rate and a joint data collecting process will be used for setting the average community rate.

26.5 Progression from step-to-step on Salary Schedule 04 will be dependent upon satisfactory performance.

26.6 Step-to-step progression will be at six-month Intervals for graduates hired at Step 2 or above.

26.7 Step-to-step progression will be at four equal Intervals of 21 weeks plus one further progression to Step 6 at the second anniversary date for graduates hired at Step 1 Progression to Step 6 will not take longer than 24 months for anyone on the 04 Schedule.

26.8 Regardless of the date of appointment to an M&P job, individuals will remain on Salary Schedule 04 until they reach the following steps

JOB LEVEL	MINIMUM STEP ON SALARY SCHEDULE 04
MP1	Step 4
MP2	Step 5
MP3 or higher level	Step 6

On the next regular progression date appointees to an M&P job will be transferred to Salary Schedule 01 and will be paid 80% of the salary grade for their job. Salary progression thereafter will be in accordance with the Performance Pay Plan

26.9 Employees who have reached Step 6 and have not yet been appointed to an M&P job will be treated as special cases to be dealt with on an individual basis by line management.

26.10 A progression step may be withheld due to unsatisfactory performance In such cases the employee's performance will be reviewed at the next progression dale and, if performance has been satisfactory. the employee will progress to the next step If progression must be withheld due to unsatisfactory performance for two consecutive progression periods, there may be cause for termination If the employee's performance is satisfactory for one year following the withholding of a progression step the employee will be awarded a two- step increase, thus restoring his/her original progression pattern

26.11 An absence greater than one month due to illness. pregnancy. parental leave, etc . may result in an extension of a step in the progression process. The original progression dates may be reinstated if satisfactory progress can be shown to have been made during an extension period

26.12 Vacation provisions that apply to M&P staff on Salary Schedule 01 will also apply to employees on Salary Schedule 04

26.13 Articles contained in Part X (Relocation Assistance) will apply to employees paid from Salary Schedule 04 when they are appointed to an M&P job

26.14 Eligibility for other benefits and allowances which apply to regular staff will be granted to employees on Salary Schedule 04 when they are granted regular employee status.

26.15 Shift compensation reference point rate for employees on Salary Schedule 04 hired after January 1, 1993 will be 80 percent of MP2.

26.16 **Students**

Student employees will be paid in accordance with Schedule 04

27 TRADES MANAGEMENT SUPERVISORS (TMS) SALARY SCHEDULE 08

27.1 The upper four grades of the TMS Salary Schedule 08 shall be equivalent to MP1 to MP4 on M&P Salary Schedule 01. TMS3 reference point shall be equal to MP2 reference point.

28 JOB EVALUATION PLANS

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

- Plan A (revised January, 1988). used to classify all M&P jobs;

Plan A Job Evaluation Manual - delete the phrase "Once exclusion from CUPE Local 1000 has been confirmed" on page 3.

- Trades Management Supervisors Job Evaluation Manual (April, 1986), used to classify all TMS jobs;
- TMS Job Evaluation Manual - delete criteria "(a) qualify for exclusion from union jurisdiction" on page 2.

29 TMS AGREEMENTS

Trades Management Supervisors/Trades Supervisors (TMS) shall receive payments calculated as follows:

30.1 Union Relief Rate (currently 17% or 22%, whichever is applicable in each situation) minus the actual pay differential between the TMS reference point and the base rate of the highest trade group supervised. as per occupational definition, plus 3%

$$JP\ (URR - \frac{(TMS - JP)}{JP} \times 100 + 3\%)$$

URR = Union Relief Rate (17% or 22% depending on situation)
JP = Highest Journeyperson Rate Supervised
TMS = Reference Point of Relevant TMS Position

An example of the payment would be: if the differential between the Union journeyperson and the TMS = 15%, then the payment would be 17% (appropriate relief rate) minus 15% plus 3% = 5%.

29.2 In addition, where a TMS is supervised by a TMS, the existing salary grade differential will be maintained (6.625% or 13.25%, whichever is applicable in each situation).

29.3 a) These payments will be based on PWU CUPE Local 1000 rates effective April 1 of each year and calculated on an annual basis In addition. the payments will be prorated in situations where a person is promoted to a TMS position during the year.

b) During the term of the Collective Agreement (January 1, 2003 to December 31, 2003) TMS's whose "base" salary (including any applicable relativity allowance) is less than the equivalent to the applicable URR will receive a "top up" allowance to bring their "base" salary (including any applicable relativity allowance) up to this equivalent level, as a minimum This "top up" allowance will be treated in accordance with Section 30 4 and will not affect the employee's performance standing Calculations for these payments will be done annually in April The "top up" allowance calculated in April may be revised by subsequent performance pay increases

29.4 Effective April 1, 2003 until March 31, 2004 or unless agreement is reached as per Section 29 5 below, these payments will be paid on a weekly basis and treated like base salary with respect to overtime. pension and other wage-sensitive entitlements including any promotion increase An employee's performance pay standing will not be affected by this payment

29.4.1 When a TMS position is temporarily given a higher TMS classification or a TMS relieves for a higher-rated TMS for a minimum of five consecutive days or ten cumulative days annually, and in these situations there is a relief rate rub per Sections 29 I or 29 2, payments will be recalculated to reflect the rub point In the reclassified/relief position and paid on a pro-rated basis far these periods Under no circumstances will the TMS's pay (base plus any applicable relativity allowance) decrease

For the sake of clarity by the addition of the TMS Relativity payment formula to Attachment A, Article 7, it is intended that the amount of money available for any change to this formula will be the same as that provided to the applicable Business Unit under Article 29.1 and 29.2. Flexibility is given to negotiate a redistribution of this money to TMS's within the Business Unit. There is no flexibility to modify the amount of money in the "envelope" or to change other provisions in Article 29 e.g., payments must be treated like base pay Any Business Unit agreement would be in accordance with Article 7 and also subject to ratification by TMS's in the affected Business Unit. The default would be the formula in Article 29.

29.5 The parties agree that a permanent solution to the TMS relativity problem requires the expeditious development of a long-term and credible compensation approach based upon an integrated, single job evaluation plan for all Society-represented staff They intend to jointly develop this job evaluation plan and a plan for its implementation by January 1, 2004 A Job Evaluation Integration Project team (JEIP) has been established for this purpose If Agreement on these matters is reached by this date. payments made under the terms of this Article shall continue until the new job evaluation plan is implemented. unless the JEIP team recommends an alternate transitional approach If Agreement on these matters is not reached by this date, the parties shall review this Article to determine if the continuation of these payments is appropriate

30 PERFORMANCE PAY PLAN

30.1 During the term of this Collective Agreement (January 1. 2003 to December 31, 2003). Inergi will not terminate or alter the terms of the Performance Pay Plan **(1978,** revised **1987)** without the agreement of the Society The current practice for administering the Plan will

continue

30.2 Inergi will consult with the Society on the performance pay guidelines for any future distribution of performance pay at the Inergi level and in each Business Unit prior to implementation

30.3 Within 90 days of the implementation of any performance payout, Inergi shall provide the Society with the following data in electronic format:

a) Salary information for Society-represented employees as of December 31 of the preceding year and January 1 of the current year with fields identifying employee number. salary schedule, salary grade. and performance standing for each dale, Business Unit. Division, department. and location If there are five or less employees in any organizational unit, their salary information will be included in the next larger organizational unit

b) Statistics regarding distribution of the year's performance pay adjustments, performance pay standings, and company-ratios by salary grade and Business Unit for all performance paid staff If there are five or less employees in any organizational unit, their salary information will be included in the next larger organizational unit

30.4 Nothing in this article amends or abrogates any terms of the Performance Pay Grievance Settlement, dated June 21, 1996.

31 PROMOTION-IN-PLACE PLANS

31.1 Definition

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

31.2 Principles

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

31.2.2 Either the Society or Management may initiate discussions on PIP proposals.

31.3 Conditions

31.3.1 All new and revised PIPs must have the joint agreement of the parties During the term of the Collective Agreement, a catalogue of existing PIPs will be developed and the parties will determine the schedule for their review upon request by either party.

31.3.2 Salary treatment upon promotion within PIP will be in accordance with Section 66.2.

31.3.3 Employment continuity treatment of employees with respect to PIPs will be in accordance with Clause 64.10.2.1

31.3.4 Vacancies for PIP jobs will be advertised in accordance with Clause 65 6 1 (e).

31.3.5 All jobs in a PIP must be evaluated under the applicable job evaluation plan.

31.4 Standard Features

All PIPs must have the following features

- based on a developmental plan to an end position,
- based on the expectation that normally employees in PIP jobs will reach the end position,
- a sunset clause;
- joint Society-Management agreement on promotion criteria consistent with the PIP;
- promotion within PIP based upon the employee meeting defined criteria (e g , performance measures, experience, breadth of assignments) If an employee has met all of the criteria for a promotion. and the only item preventing the promotion is the individual's performance standing, then the promotion should be implemented,
- targeted to have sufficient staff in the higher level positions for unit viability;
- specification of the normal expected time period an employee should take to progress through the various stages of the PIP:
- provision for employees to have a reasonable opportunity to fulfill requirements to qualify for progression within the normal expected time frame.

32 TEMPORARY EMPLOYEES

Intent: Temporary employees are employees hired for short-term work assignments which are not ongoing and/or where there are no available qualified regular employees to perform the work The impact on employment continuity should be an important consideration in the decision to hire temporary employees

32.1 Society Notification

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

Assignment extension beyond 12 months is conditional on the employer's compliance with its prior consultation as described above If the employer has not complied with this obligation, the employee will be terminated at 12 months At 24 months, Inergi will either terminate the employee, advertise the position if there is an ongoing staff requirement. or obtain the agreement of the Society for a further extension If the position is advertised. and the temporary employee is no! selected for the vacancy, the employee will be terminated

Temporary employees will have their applications for vacancies considered in accordance with Clause 65 6 3 g

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

32.2 Temporary Employees with Less than 12 Months' Service

32.2.1 Compensation and Benefits Treatment

i) Vacations: payment of the prorated amount of 15 days adjusted earnings or 4%, whichever is greater.

ii) Statutory Holidays:

a) Provincially regulated employees: pay for statutory holidays provided the employee has more than three months' accumulated service

b) Federally regulated employees: pay for statutory holidays provided the employee has more than 30 calendar days' service

iii) Floating Holidays: three floating holidays after 20 weeks' continuous service.

iv) Sick Leave: credits for one-half day at 100% pay for each month of accumulated service.

v) Semi-Private and EHB Plan: optional at employee's cost.

vi) Remembrance Day, Personal Time Off, Parental Leave (excluding the SUB Plan); Jury Duty; Special Time Off at Christmas same as regular employees.

vii) Kilometre Rates: same as regular employees

viii) Personal Travel and Accident Benefits: same as regular employees

32.2.2 Termination

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

32.3 Temporary Employees with More than 12 Months' Service

Temporary employees with more than 12 months' service are entitled to sick leave credits equal to eight days at 100% and 15 days at 75% per annum, performance appraisals and consideration for performance pay, and severance pay equal to two weeks' base salary per continuous year of service. All items in Section 33.2 above, except for 33.2.1 (iv), will also apply to these employees.

32.4 Temporary Employees Working Reduced Hours

Temporary employees who work reduced hours will have the items listed in Sections 32 2.1 and 32 2 2 pro rated in accordance with the provisions outlined in Article 71 (Reduced Hours of **Work).**

32.5 Temporary Employees and Purchased Services

32.5.1 Management shall give serious consideration and where possible **(e** g **,** cost effective and timely) give preference to the option of using temporary employees rather than using purchased Services.

32.5.2 Where management deems it appropriate, and on **a** case by case basis, by written agreement the parties may agree to pay temporary employees at rates higher than Society-represenled salary schedules.

Part IX: Absence from Work

33 PAID/UNPAID TIME OFF

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

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

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

33.1 Jury Duty/Required Attendance at Court

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

33.2 Funeral Leave

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

33.3 Medical and Dental Appointments

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

33.4 Family Care

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

33.5 Reserve Forces

Regular employees who are members of Reserve Forces of the Canadian Armed Forces may be granted leave of absence to attend annual training (normally two weeks in duration) If such leave is granted, Inergi will maintain the employee's health and dental benefits and will pay the employee the difference between the gross amount of pay received from the Armed Forces and his/her normal base earnings for this period

33.6 World Class Sport Events

Employees may be granted leave to participate in world class sports events as athletes or coaches or as officials and administrators If such leave is granted, for each day of vacation that the employee uses for participation in such an event. Inergi will provide two days leave of absence with pay up to a maximum of *two* weeks

34 SHORT-TERM ABSENCES

Payment for short-term absences (e g , vacation. sick leave) will be based on the normal rate paid for scheduled job hours, except as stated elsewhere in this Agreement

35 EDUCATION LEAVE

35.1 Definitions

"Educational Leave" shall mean an approved absence from work during which an employee engages in planned learning activities that provide him/her with skills that are expected to result in benefits to Inergi

"Reimbursable Costs" shall mean expenses incurred by the employee in the course of engaging in the planned learning activity and includes registration. tuition and examination fees as well as textbooks/discs and applicable taxes They may also include reasonable, incremental meal, accommodation and travel expenses

"Financial assistance" shall mean an employee's base salary, health and dental benefits and reimbursable costs.

35.2 Approvals

Inergi will grant an employee's application for an educational leave where Inergi determines that the leave will benefit the business and the employee's absence may be accommodated without adversely impacting the viability of his/her work unit.

35.3 Terms and Conditions During Leave

35.3.1 The duration of educational leaves will normally be for a period of up to one academic year,

35.3.2 If management determines that the needs of the business would best be served by an employee taking an educational leave, then Inergi will maintain the employee's full salary, health and dental benefits and reimburse his/her costs.

35.3.3 For other educational leaves, management will reasonably determine the level of financial assistance that the company will provide to the employee during the leave based on the expected resulting benefit to the business

35.3.4 Where management continues to pay all or a portion of an employee's base salary during an educational leave, it shall also maintain health and dental benefit coverage for the employee for this period

35.3.5 Where Inergi requires an employee to lake an educational leave, the company will pay the employee's full salary. health and dental benefits and reimbursable costs, including all reasonable incremental expenses (e g , travel, accommodation, meals)

35.3.6 Where Inergi requires an employee on leave to return to work prior to the expiry of the approved leave, the company will assume all expenses incurred as a result of this action.

35.3.7 A3 a condition of granting a leave application by an employee, Inergi may require a participating employee lo sign a written commitment to return to Inergi following the expiry of the leave for a period not to exceed four times the duration of the leave times the percentage of base salary paid by Inergi during the leave Where Inergi requires an employee to lake an educational leave, there will be no period of stipulated continued employment

35.4 Treatment of Employee on Return from Leave

35.4.1 Upon completion of the leave, where the employee's pre-leave position continues to exist and has not been filled or has been filled temporarily. the employee shall return to that position.

35.4.2 Upon completion of the leave, if the employee's pre-leave position no longer exists or has been filled by an ongoing appointment, the employee will be placed in a position at the same salary grade and same location as the pre-leave position.

35.4.3 In the event Article 64 is triggered during or upon completion of the leave, the employee will be redeployed in accordance with that Article.

35.4.4 Upon completion of an educational leave without pay, an employee shall have the right to contribute to the pension plan the amount that would have been contributed if he/she had remained on payroll at full base earnings during the leave and if such contribution is made the period of time on leave shall be included in calculating his/her continuous employment or established service

36 SELF FUNDED SABBATICALS

36.1 Definition

"Self-funded sabbaticals" means an approved arrangement where an employee works regularly scheduled hours while receiving eighty percent **(80%)** of his/her base salary for each of four years In the fifth year, the employee is granted a leave of absence for one year, funded by the accumulated deferred pay.

36.2 Approvals

Inergi will approve an employee's application for a self-funded sabbatical where it determines that this arrangement will benefit the business and can be accommodated without adversely impacting the viability of his/her work unit

36.3 Terms and Conditions of Self-funded Sabbaticals

36.3.1 The salary holdback (i e., twenty percent for four years) will be kept in a special account and interest will be paid annually at an appropriate rate fixed by Inergi.

36.3.2 During the leave of absence (i e , the fifth year)

- The employee may not be declared surplus
- The employee is responsible for his/her health and dental benefits and shall be given option of continuing coverage under the Inergi plan through pre-payment

The employee's entitlement *to* group life, living benefit and spousal life insurance benefits shall continue pursuant to Article 21

- Inergi shall pay the sum accumulated in the trust to the participating employee in a lump sum or in regular installments.

36.3.3 As a condition of approving a self-funded sabbatical arrangement, Inergi may require the participating employee to sign a

written commitment to return to Inergi following the expiry of the leave for a period not to exceed the length of the leave (i e , maximum one year

36.4 Treatment of Employee Upon Return from Leave

36.4.1 Upon completion of the leave the employee shall have the right to contribute to the pension plan the amount that would have been contributed if he/she had remained on payroll at full (i e , 100%) base earnings during the leave and if such contribution is made the period of time on leave shall be included in calculating his/her continuous employment or established service. as the case may be

36.4.2 Upon completion of the leave, where the employee's pre-leave position continues to exist and has not been filled or has been filled temporarily. the employee shall return to that position

36.4.3 Upon completion of the leave, if the employee's pre-leave position no longer exists or has been filled by an ongoing appointment the employee will be placed in a position at the same salary grade and same location as the pre-leave position

36.4.4 In the event Article 64 is triggered during or upon completion of the leave, subject to the other provisions in this Article. the participating employee will be redeployed in accordance with that Article

37 EMPLOYEES HIRED AS SOCIETY STAFF

At the request of the Society, a leave of absence may be granted to an employee who is offered a Society staff position. During this period the Society will assume:

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

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

38 RELEASE OF SOCIETY REPRESENTATIVES

38.1 Intent

Inergi will grant elected Society representatives reasonable paid time off from normal duties for purposes of involvement in joint processes and business related to Society/Management relations under this Agreement

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

38.2 Specific Circumstances

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

38.2.2 In the expectation that the joint problem solving approach based on the principles outlined in Article 1 2 will be mutually beneficial to the relationship between Inergi and the Society. Management agrees to continue its practice of maintaining base salaries for Society representatives involved in all joint processes up to but not including arbitration unless required by Management to attend

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

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

38.2.5 Inergi shall contribute towards the salaries of the Society Executive who are employees of Inergi. The Society Executive for

this purpose shall include the President, EVP/VP Members of the Society Executive shall remain on the payroll of Inergi, and Inergi shall bill the Society for the cost of salary and benefits of such persons except for an amount equal to the salary of 0 5 FTE (@100% MP6) It is understood that the salary paid to the members of the Society Executive, who are employees of Inergi shall be the salary specified in writing by the Society

38.3 Treatment During Release and on Return to Work

When an employee is released from his/her regular position to serve as a Society representative he/she will retain his/her pre-release position subject to the applicable provisions of the Collective Agreement On return to work, the employee is entitled to such reasonable training or re-skilling required to return to normal duties as is feasible

39 VACATIONS

39.1 Vacation Entitlement

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

39.2 Less Than One Year of Service by June 30

One and one-half (1-1/2) days vacation for each full month of service completed between June 30 of the previous year and July 1 of the current year to a maximum of three (3) weeks (15 working days).

39.3 One to Seven Years of Service

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

39.4 from Eight to Fifteen Years of Service

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

39.5 For Sixteen to Twenty-Four Years of Service

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

39.6 For Twenty-Five or More Years of Service

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

39.7 External Experience Credit

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

39.7.1 Appointments to Positions Paid from Salary Schedules 01, 02, 03, 05, 0B, 07, 08, 09 and 13

Employees who were or are hired directly into, or within one year of their ECD were or are appointed to a Society-represented position and paid from Salary Schedules 01, 02, 03, 05, 06, 07, 08, 09, 13, will receive the following vacation credits tor external experience, applicable to four, five. and six weeks vacation entitlement. Credits are based upon the highest salary grade attained within one year of hiring and are translated into an External Experience Value (EEV).

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

Salary Schedules 01, 02	April 1 1956
Salary Schedules 05, 07, 08, 09	January 1, 1988
Salary Schedules 03, 06, 13	January 1, 1992

SALARY GRADE HIRED INTO	VACATION CREDIT
MP1/FMP11/TMS1-2/TS1-6/OSS1-8/SCT[3]	1 year
MP2/MF22/FMP12/TMS3/TS7-8/OSS9/SCO1[4]	2 years
MP3/MF23/FMP13/TMS4/SEI1/TS9-10/OSS10/SCO2	3 years
MP4/FMP14/TMS5/SEI2/OSS11/SCO3	4 years
MP5/FMP15/OSS12/SCO4	5 years
MP6/FMP16/HO1	6 years

[3] Relevant work experience of one year or more is required to receive this credit
[4] Relevant work experience of two years or more is required to receive this credit

39.7.2 Appointments to Positions Paid from Salary Schedules 04 and 18

An employee hired on or after December 31, 1981 and paid from Salary Schedule 04 or 18, will receive one year's vacation credit.1

39.8 Vacation Credit for Prior Service

Employees will be entitled to vacation credits for all prior service with Inergi, including casual employment. regardless of breaks in service (see Section 9.3 Transition Provisions).

39.9 Vacation Without Pay

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

40.10 Use of Vacation Credits of Succeeding Year at Christmas

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

39.11 Banked Vacation

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

39.12 Vacation Bonus

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

39.13 Vacation Entitlement on Retirement/Termination

39.13.1 Retirement

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

39.14 Vacation Pay on Retirement/Termination is as follows:

a) If an employee terminates between July 1, and December 31, he/she receives the following:

i) pay for any unused vacation days earned up lo June 30, and not taken during the current calendar year; plus

ii) 4% of accumulated earnings from July 1, to the date of termination. or the appropriate percentage (determined by vacation entitlement) of base earnings from July 1, to the dale of termination; whichever is greater

b) If an employee terminates between January 1, and June 30, he/she receives the following:

i) 4% accumulated earnings from July 1, to date of termination, or the appropriate percentage (determined by vacation entitlement) of base earnings from July 1, lo the dale of termination, whichever is greater, minus

ii) vacation taken in the current calendar year.

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

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

The appropriate percentages delermined by vacation entitlement are as follows:

- 4% of accumulated wages if entitlement is 10 working days or less annually;
- 6% of base earnings or adjusted earnings to date if entitlement is 15 working days annually;
- 8% of base earnings or adjusted earnings to date if entitlement is 20 working days annually,

10% of base earnings or adjusted earnings lo dale if entitlement is 25 working days annually plus any vacation bonus.

12% of base earnings or adjusted earnings to date if entitlement is 30 working days annually plus any vacation bonus

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

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

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

39.15 Deferment or Interruption of Vacations

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

39.15.2 When an employee is called back from vacation or when an employee's vacation is cancelled at the request of Inergi, 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.

39.15.3 Deferred or interrupted vacation days will be rescheduled at a later date

40 STATUTORY HOLIDAYS AND FLOATING HOLIDAYS

40.1 The following days are recognized by Inergi as Statutory Holidays:

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

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

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

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

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

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

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

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

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

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

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

40.1.4 Holiday Shutdown

Inergi may authorize a shutdown over the Christmas • New Year period. In order to encourage employees to voluntarily take

this time off, employees will be allowed to use up earned vacation from the following calendar year in order to cover the shutdown period

40.2 Floating **Holidays**

Employees who have completed 20 weeks of continuous service in any calendar year are entitled to three floating holidays Such days will be taken on dates mutually agreeable to the employee and the supervisor Floating holidays must be taken in the year they are earned (i e there is no carryover for floating holidays)

If an employee terminates after completing 20 weeks of continuous service in a calendar year, Inergi will make a cash payment in lieu of any unused floating holiday credits

If an employee terminates prior to the completion of 20 weeks of continuous service in a calendar year, entitlement is as follows An employee not entitled to floating holidays in the previous calendar year is not entitled to floating holidays in the current calendar year. If an employee has been granted a floating holiday(s), Inergi will recover one day's pay for each floating holiday taken

- For an employee entitled to floating holidays in the previous calendar year, entitlement will be prorated based on the number of weeks of continuous service in the year of termination Inergi will either make a cash payment for any unused floating holiday credit or recover the value of any unearned portion taken.

41 EMPLOYMENT INSURANCE COMMISSION REBATE

The value of any Employment Insurance Commission (EI) rebate shall accrue to Inergi

42 PREGNANCY/PARENTAL LEAVE

The entitlements in this article are generally described in the brochure "Pregnancy and Parental Leaves *for* Society Represented Staff', January 2001.

Definitions

Pregnancy Cave means a leave of absence of up to 17 weeks for a pregnant employee who has been employed by Inergi for at least 13 weeks immediately preceding the expected birth date. Unless provided for in this Article, this leave is without pay.

Parental leave means a leave of absence for an employee who has been employed by Inergi for at least 13 weeks and who is the parent of a child. This employee is entitled to a leave of absence following the birth of the child, or the coming of the child into the custody, care and control of the parent for the first time Unless provided for in this Article. this leave is without pay

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

42.1 **Pregnancy Leave**

a) Start Date Pregnancy leave may begin at any time during the 17 weeks immediately preceding the expected date of delivery.

b) End Date Pregnancy leave normally ends 17 weeks after the pregnancy leave began

c) Notice The employee must give Inergi as much notice as possible and a certificate from a legally-qualified medical practitioner stating the expected birth date In no case, however, will the employee provide less than two weeks' written notice of the day the leave is to begin

d) Reinstatement: At the end of pregnancy leave. the employee will be eligible lo return lo the position the employee had prior to the leave, if it still exists, or lo a comparable position, if it does not.

e) Benefits. Inergi will continue to pay Inergi portion of the contributions for Group Dental, Extended Health Benefits, Pension Plan, Life Insurance. and any other type of benefit plan related lo the employee's employment as prescribed by the Employment Standards Act for provincially regulated employees, and the Canada Labour Code for federally regulated employees, for the duration of the pregnancy leave. unless the employee gives Inergi written notice that the employee does not intend to pay the employee portion of the contributions. if any

f) Service Credits: Employees on pregnancy leave shall be entitled to normal accumulation of service credits for the duration of the pregnancy leave.

g) A pregnant employee may continue to work during a normal pregnancy until such time as the duties of her position cannot be reasonably performed

h) An employee on pregnancy leave does not qualify for sick leave.

42.2 Parental **Leave**

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

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

b) End Date: Parental leave normally ends 35 weeks after the parental leave began for an employee who also took pregnancy leave or 37 weeks for an employee who did not take pregnancy leave.

c) Notice The employee must give Inergi as much notice as possible but in no case will there be less than two weeks' written notice of the date the leave is lo begin.

d) Reinstatement At the end of parental leave, the employee will be eligible to return to the position the employee had prior to the leave. if it still exists. or to a Comparable position, if it does not

e) Benefits Inergi will continue to pay the employer portion of the contributions for Group Dental. Extended Health Benefits. Pension Plan, Life Insurance. and any other type of benefit plan related to the employee's employment as prescribed by the Employment Standards Act for provincially regulated employees, and the Canada Labour Code for federally regulated employees, for the duration of the parental leave, unless the employee gives Inergi written notice that the employee does not intend to pay the employee portion of the contributions, if any

f) Service Credits: Employees on parental leave shall be entitled to normal accumulation of service credits for the duration of the parental leave.

g) An employee on parental leave does not qualify for sick leave

42.3 Benefits Under the Supplementary Unemployment Benefit (SUB) Plan

a) In order to be paid a leave benefit in accordance with the SUB Plan. the employee:

i) must provide Inergi with proof that she/he has applied for, and is eligible to receive unemployment insurance benefits pursuant to the Employment Insurance Act (EI). and,

ii) must be regular and employed by Inergi for at least 13 weeks immediately preceding the date of delivery/adoption; and,

iii) must (a) be on pregnancy leave, or (b) be on parental leave.

b) According to the SUB Plan. payments will consist of the following:

i) for the first two (2) weeks. payments equivalent to ninety-three percent (93%) of the employee's base pay (pregnancy leaves only, not parental leaves); and

ii) when receiving EI benefits, payments equivalent to the difference between the EI benefits and ninety-three percent (93%) of the employee's base pay. See attached chart for duration of this "top up". Where the employee's base salary exceeds 1.5 times the Years Maximum Insurable Earnings. the employee will receive an additional $300 as a lump sum as full compensation for any clawback that may be required by Revenue Canada or any other government agency.

iii) where an employee becomes eligible for an annual increment/salary schedule adjustment during the period of pregnancy/parental leave, payments under 42 3(b)(i), 42 3(b)(ii) and 42 3 (b)(iii) shall be adjusted accordingly.

c) An employee who qualifies under Section 42 3(a) shall sign an agreement with Inergi providing

i) that she/he will return to work and remain in Inergi's employ for a period of six (6) months from the date of return to work;

ii) that she/he will return to work on the date of the expiry of pregnancy/parental leave, unless this date is modified with Inergi's consent or unless the employee is then entitled to a leave extension provided for in this Article,

iii) that should the employee fail to return to work as per the provisions of Subsections 42.3(c)(i) and 42.3(c)(ii), the employee recognizes that she/he is indebted to Inergi for the amount received under the SUB plan.

PREGNANCY/PARENTAL LEAVES - TIME LINES

PROVINCIAL LAND FEDERAL

(Only maximum entitlements available are shown)

BIRTH MOTHERS

PREGNANCY LEAVE	
2 wks	15 wks
93%	EI+SUB=93%*

Plus Parental Leave as outlined **below.**

ALL PARENTS WHO ARE ENTITLED TO PARENTAL LEAVE AND EI BENEFITS IN ACCORDANCE WITH EMPLOYMENT STANDARDS ACT OR CANADA LABOUR CODE

PARENTAL LEAVE IF EI ELIGIBLE		
2 week waiting period (If required').	3 weeks	Maximum 32 weeks
Unpaid	EI*+SUB=93%	EI

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

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

ALL PARENTS WHO ARE ENTITLED TO PARENTAL LEAVE IN ACCORDANCE WITH EMPLOYMENT STANDARDS ACT OR CANADA LABOUR CODE BUT WHO ARE INELIGIBLE FOR EI BENEFITS

PARENTAL LEAVE IF INELIGIBLE FOR EI
Maximum 35 weeks
Unpaid

It is recognized that the provisions of the Sick Leave Plan are not an automatic right of an employee and that administration of this Plan and all decisions regarding the appropriateness or degree of its application shall **be** vested solely in the Company.

43.1 The Sick Leave Plan provides for maintenance of an employee's income when he/she is absent from work due to illness or non-occupational injury.

43.2 Employees are granted 23 days of sick leave a year - eight **(8)** days at full pay and 15 days at three-quarter pay. These grants accumulate continuously each year if not used, up to a maximum of 200 days at three-quarter pay and no limit to the number of days at full pay

43.3 (This Section applies only lo employees hired before January 1, 2002 It does not apply to employees hired on or after this date). In the

year In which an employee completes six years of service all sick leave used in the **first** year of service will be restored In **the** 7th year of service. all sick leave used in the 2nd year of service will be restored This will continue until the employee has completed 15 years of service In the 16th year of service, all sick leave used in the 11th through to the 15th years of service will be restored In every year after 16 years of service, sick leave credits will be restored at the end of the year following the year in which they were used There will be no payout of unused sick leave credits when an employee leaves the service of Inergi

43.4 An employee will be reimbursed for any doctor's note required by Inergi

43.5 The following provisions apply only to employees hired on or after January 1, 2002. They **do** not apply to employees hired before this date.

43.5.1 When employees have exhausted their sick leave credits and are on sick leave, they will be paid at 75% of their base rate for a period of up lo 6 months or until approved for Long Term Disability (LTD), whichever comes first.

43.5.2 Employees who are on continuous sick leave for 6 months and who qualify must go on LTD

43.5.3 In the event of denial of LTD benefits, employees will have their wages maintained at 75% of their base rate until completion of their LTD appeal, for **a** period not to exceed 2 months.

44 LONG TERM DISABILITY

The Long Term Disability (LTD) Plan provides financial security and rehabilitative employment features to regular employees during their absence from work due to extended sickness or injury The benefits and terms and conditions of benefit entitlement of the Long Term Disability Plan are **as** described in **the** Collective Agreement and the brochure entitled 'Sick Leave and Long term Disability Plans, updated May 31, 2000" These documents, by reference, form part of the Collective Agreement The benefits and terms and conditions of benefit entitlement as described in the above documents can be changed by mutual consent only

44.1 Qualifying Period

The qualifying period is defined as the period six calendar months from the starling date of the employee's continuous absence due lo 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

44.2 Disability Period

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

44.3 Benefits

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

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

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

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

44.4 Other Conditions

44.4.1 Inergi and/or the insurance carrier reserve the right to periodically obtain necessary proof *of* continued disability. If at any time an individual who has been declared disabled and placed on LTD is capable of returning to any further service with Inergi, Inergi will request and the Society will normally grant a waiver of posting requirements except in the case *of* redeployment under Employment Continuity.

44.4.2 Employees who are in receipt of LTD benefits will have their LTD benefit levels adjusted by the indexation increase which is applied to Inergi's Pension Pian.

44.4.3 Where a position is identified that both Inergi and the employee on LTD agree he/she can become qualified for through educational retraining Inergi will pay tuition fees associated with the retraining. up to a maximum of three years

44.4.4 Employees on LTD must apply for CPP disability benefits after an appropriate period (6 months) unless there are compelling (e g , medical) reasons that prevent the employee from doing so

45 WORKERS' COMPENSATION LEAVE

An employee awarded a Workers' Compensation grant shall be granted a compensable disability leave with compensation made up of a tax-free Workplace Safety and Insurance Board award, and a taxable topup grant for the duration of Workers' Compensation Disability benefits The top-up grant will ensure an employee's net pay is maintained

If the employee is awarded a Future Economic Loss (FEL) award and is unable to perform the essential duties of any available job, the leave and top-up grant will be extended for the first 24 months of the FEL award If an employee is unable to return to work during the first two years of a FEL award, an application for LTD should be submitted The qualifying period is waived in these cases, and LTD benefits will be payable at the expiry of the first FEL for a qualifying employee

Pending a decision of the Workplace Safety and Insurance Board regarding the legitimacy of a claim the employee will receive sick leave. Employees who are receiving Workers' Compensation benefits for claims or injuries suffered while in the employ of an Employer other than Inergi are required to notify Inergi *of* being in receipt of those benefits in order to qualify for the top up grant. These employees will not be eligible for sick leave while receiving Workers' Compensation benefits for the top-up grant.

The topup grant for compensable disability leave will be withheld if the employee refuses a medically suitable position that she/he is capable of performing, pursuant to the provisions of Article 46 ("Rehabilitation and Re-Employment") *of* the Collective Agreement The grant may also be withheld where an employee is subject to appropriate discipline or discharge for cause pursuant to Article 17 ("Discipline and Discharge").

Authority for withholding the supplementary grant is vested in Directors

46 REHABILITATION AND RE-EMPLOYMENT

46.1 Application

This Article applies to Inergi employees ("eligible employees") who:

- Qualify for Long Term Disability (LTD) Plan benefits; andlor
- Have been approved for a Workplace Safety and Insurance Board (WSIB) award; andlor

Are regular employees who have medical disabilities that prevent them from performing the essential duties of their jobs, These employees are referred to as medically-restricted-at-work (MRAW).

46.2 Definitions

"Medical rehabilitation" shall mean medical support services to facilitate speedy and maximum recuperation prior to or during rehabilitative employment. including physical. psychological or emotional assessments. therapy. treatment and conditioning

"Vocational Rehabilitation" shall mean support Services to facilitate re-employment, including assessment of transferable occupational skills/aptitudes, identification of specific job accommodation and associated training requirements and formulation of rehabilitative employment plans and counseling

"Rehabilitative employment" shall mean temporary work assigned to a recovering or recovered employee with an ultimate goal of continuing full employment.

"Affected employees" shall mean employees who have undertaken vocational rehabilitation assessments provided by Inergi and the results indicate a need for active services to facilitate the goal of returning to continuing full employment This classification includes employees in receipt of LTD benefits who are assessed medically able Io return to work

'Rehabilitative employees" shall mean employees who are eligible for rehabilitation and are capable of rehabilitative employment.

46.3 General

Rehabilitation employment may not be used as a means to manage, discipline or place employees with poor/unsatisfactory performance unrelated to medical reasons

46.4 Vocational Rehabilitation

46.4.1 Inergi shall identify eligible employees as soon as possible and ensure their timely assessment regarding their need for vocational rehabilitation services

46.4.2 Inergi shall provide timely vocational rehabilitation services for affected employees The goal is to facilitate the employee's re-employment in a continuing capacity that will make maximum use of his or her capabilities

46.4.3 Inergi shall develop a rehabilitation plan ("the plan") for each affected employee. The plan is subject to mutual agreement of the employee, his/her personal physician, the Society (if its participation has been requested by the employee) and Inergi. The plan will establish a return to work goal that Is reasonable and realistic in the circumstances (e.g., recognition that a six-month rehabilitation may be insufficient for LTD benefit recipients in some cases). It will also describe the training. conditioning and therapy programs required to enhance the employee's capabilities within a defined timeframe. It will include an assessment of

an affected employee's job accommodation needs (e.g., reduced hours, modified light duties, altered work station). The plan shall have a pre-determined duration and will be subject to periodic monitoring to assess the need for corrective actions to maximize the probability of successful continuing full time employment. Any party to the plan may request its review and/or revision.

46.4.4 Inergi shall pay for vocational rehabilitation services and reimburse employees for reasonable expenses related Io vocational rehabilitation

46.4.5 Affected employees shall cooperate in the development of their vocational rehabilitation plans MRAW employees shall provide confirmation of the nature of their medical restrictions by his/her personal physician to Inergi or arrange with Inergi to have these restrictions assessed

46.5 Rehabilitative Employment

46.5.1 This section applies to rehabilitative employees.

46.5.2 An employee is entitled to placement in a medically suitable and reasonable position that accommodates his/her needs as identified in his/her rehabilitation plan (e g , reduced hours, modified duties) Where an employee is MRAW, his/her fitness to perform essential duties of a job and work restrictions shall be identified

46.5.3 Although the goal of rehabilitation I$ continuing employment In a full-time position, some employees have medical disabilities that may not be supportive of working full-time Where the rehabilitation plan identifies reduced hours (minimum 14 hours maximum 28 hours per week) as a permanent medical restriction (supported by medical evidence) the employee will be re. employed and accommodated in an available and suitable ongoing position while retaining his/her LTD status

46.5.4 The priority placement shall be the employee's return to his/her pre-disability position Inergi shall make all efforts Io accommodate the employee in his/her pre-disability position

46.5.5 In the event that efforts to satisfy an employee's assessed accommodation needs in his/her pre-disability position are not feasible or upon mutual agreement of the employee, Inergi and the Society (where the employee has requested its participation). employees may be placed in a suitable alternate position In these cases, Inergi shall identify a target position or family of positions compatible with the employee's medical restrictions

46.5.6 Where suitable alternate placement is required or agreed upon, an employee shall apply for vacancies identified by Inergi as having essential job duties compatible with his/her medical restrictions

46.5.7 Employees will be selected for suitable alternate positions in accordance with Article 65. Where more than one position is available, the employee will be offered the position nearest the salary level of the pre-disability position. The job offer may be no more than two salary levels below the pre-disability position.

46.5.8 Priority will be given to placement of employees in positions within Inergi External job opportunities. however, will be explored if appropriate internal positions do not exist The employee must agree to any external placement

46.6 Terms and Conditions of Rehabilitative Employment

46.6.1 Base salary in rehabilitative employment positions shall reflect normal scheduled hours worked at the current base hourly rate

of the position (i e., prorating shall apply in reduced hours situations)

46.6.2 When a rehabilitative employee is placed in a position whose salary grade is lower than his/her pre-disability position. Inergi will maintain the base salary and benefits of the pre-disability position until the employee's current pay entitlement as determined by performance standing in the new position exceeds that of the pre-disability position

46.6.3 Rehabilitative employees shall continue to receive approved LTD/WSIB/Sick Leave benefits in accordance with the applicable statutory or collective agreement provisions However, these entitlements shall be adjusted so that the total of the rehabilitative base salary and these benefits shall not exceed the current full-time base rate of the position occupied by the employee prior to disablement

46.6.4 Where an employee returning from LTD receives a base salary less than the LTD benefit, Inergi shall pay a supplementary amount equal lo the shortfall to the employee.

46.6.5 Employees in receipt of LTD benefits shall receive the greater of the base salary for hours worked or LTD benefit entitlement.

46.6.6 Employees in receipt of LTD benefits shall continue lo receive full (i e , full time) service credit during rehabilitative employment and have full coverage (i e , no prorating) in the Pension and Group Life Insurance Plans

46.6.7 Rehabilitative employees shall be eligible for performance pay increases They shall receive performance appraisals where medical restrictions do not preclude their application Performance appraisals and pay adjustments shall take into account medical restrictions with respect to establishing goals and measuring achievements

46.6.8 Following the successful completion of rehabilitative employment and placement in an ongoing position, the employee shall be ineligible for LTD/WSIB/Sick Leave benefits and will receive the normal base salary for their position

46.7 Termination of Employment

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

Part X: Health Benefits

Inergi, through its claims services provider, shall provide extended health benefits and dental coverage as outlined in the pamphlet entitled "Health and *Dental Plan for Society (Effective* January 1, 2002", dated March 19, 2003 and in accordance with the existing insurance carrier contract for Society-represenled staff

47 EXTENDED HEALTH BENEFITS (EHB)

47.1 Inergi agrees to offer employees the option of using the Preferred Vision Services (PVS) Plan, subject to its availability

47.2 Subject to the written consent of the Society, on a case by case and without prejudice basis, Inergi and individual employees may enter into written agreements ("individual agreements") whereby, for a specified duration. the employees may waive their rights under the EHB Plan and opt for a differentfalternative treatment. This enabling provision does not constitute an employee entitlement to differentfalternative treatments but rather allows special requests to be accommodated by mutual agreement without increasing the costs of, or entitlements under, the EHB Plan. Neither the provisions of these individual agreements nor the decision by any party not to enter into such an arrangement are grievable.

47.3 A joint team will examine and make recommendations on the administration of employee benefits, Including cost management of the plans, and for presenting data on employee benefits items as assigned by the parties. This joint team will provide a forum for dialogue on employee benefits during the term of the renewed Collective Agreement. The team shall consist of three representatives and one staff resource from each party plus additional resources as may be needed from time to time.

48 DENTAL PLAN

48.1 Effective January 1st of each year of the collective agreement, the dentist fees will be paid up to the amounts shown in the current Ontario Dental Association (ODA) Fee Guide

49 SEMI-PRIVATE HOSPITAL ACCOMMODATION PLAN

Coverage under the Semi-Private Hospital Accommodation Plan is unchanged

50 PERSONAL ACCIDENTS

50.1 Inergi shall pay accident benefits to employees for accidental bodily injury causing temporary total disability, permanent total disability or death in accordance with the current Table of Personal Accident Benefits

50.2 Inergi shall reimburse employees for medical expenses incurred as a result of an accident in excess of coverage provided by the Inergi health benefits plans, OHIP or WSIB to the extent permitted by law

Part XI: Relocation Assistance

The following provisions apply to regular employees and are outlined in the brochure entitled "Relocation Assistance Benefits for Performance Paid Staff" (1995). Employees paid from Salary Schedules 04 will receive the treatment contained herein when appointed to regular positions, and required to relocate as a result of Inergi's business.

51 HOUSING ASSISTANCE PLAN

51.1 Intent

51.1.1 Inergi's purchase of an employee's principal place of residence is designed to ensure that an employee who moves will not be forced to endure unreasonable periods of family separation or inconvenience due to inability to sell the employee's, home at a fair market price.

51.1.2 It will be the prerogative of Inergi to reject an employee's application for Housing Assistance if in Management's opinion the properly is not an acceptable risk.

51.1.3 The employee must abide by all of the requirements of the Housing Assistance Plan. Failure to do so will result In the employee becoming ineligible for housing assistance from Inergi.

51.2 Purchase Guarantee

51.2.1 Inergi will provide a purchase guarantee based on an appraisal of the properly's current worth by a group of up to three appraisers, lo be selected by the Real Estate Service in conjunction with the employee.

51.2.2 Inergi 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 lo the new work location and the employee is prepared to abide by Subsection 51.2.4 and Subsection 51.3.1.

51.2.3 The employee must acknowledge acceptance of rejection of Inergi's Purchase Guarantee within five days of its receipt. If the employee rejects the Purchase Guarantee, Inergi has no further responsibility with regard lo Housing Assistance or the Purchase Guarantee.

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

51.2.5 Home Appraisal Documentation

Inergi will provide the Society with an initial six month report of home appraisal documentation prior to January 1, 1995. Representatives from Inergi and the Society will meet to discuss the particular form and content of subsequent reports. Upon agreement on the form and content a letter of understanding will be developed which will require the report lo be given to the Society on a semi-annual basis for the term of this collective agreement. Any anomalies in the report may be discussed by the Society and Inergi confidentially with full disclosure of information (Including appraisals).

51.3 Listing of Property

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

51.3.2 The employee will retain the right to sell to a third party until such time as the property is turned over to Inergi for resale.

51.3.3 In order to assist the employee to dispose of the property expeditiously and at a fair market value, the employee should notify the Employee Relocation Administrator of all offers to purchase during the listing period. Inergi 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 Inergi's Purchase Guarantee and the amount of the offer. The employee's acceptance of any offer less than Inergi's Purchase Guarantee is not mandatory and the employee will retain control of the sale of the residence throughout the listing period All offers to purchase will be held in confidence by the Employee Relocation Administrator.

51.4 Sale of Property by Inergi

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

51.4.2 Inergi will pay to the employee the difference between the value of the property to Inergi (Purchase Guarantee) and all existing encumbrances, including the advance of equity.

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

51.4.4 In consideration of the payment to the employee of the amount established in Subsection 51.4.2, the employee will

complete a deed of sale of the property, conveying the same by good and marketable title, but subject to all existing encumbrances, to Inergi or its nominee

51.5 Advance of Equity

In order to provide the employee with funds for a deposit of down payment on a residence at the new location. an advance of up to 100% of the employee's equity (Purchase Guarantee minus encumbrances) in the residence at the former location may be loaned to the employee by Inergi Advance of equity is interest free for employees who avail themselves of the Purchase Guarantee for 90 days for until the house is turned over to Inergi or until the closing date of the Sale of the house to a third party, whichever comes first For employees who reject the Purchase Guarantee, the advance of equity is interest free for 90 days Repayment is as set out in the Relocation Assistance Benefits brochure

52 MOVING EXPENSES

52.1 Intent

52.1.1 Since Inergi has province-wide operations, employees may be required to move about the Province as part of their jobs For clarification, relocation assistance entitlements are not limited to moves within the Province

52.1.2 Inergi recognizes that there may be a number of relatively costly expenditures associated with moving and will endeavour to ensure that such expenses will be adequately covered

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

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

52.1.5 Employees who receive any moving expenses are subject to Canada Customs and Revenue Agency rules and regulation

52.1.6 Relocation expenses will not be paid for work headquarter transfers within the boundary of the current City of Toronto, save for exceptional circumstances of hardship as may be reasonably determined by Inergi

52.1.7 Notwithstanding anything in this Article, in order to qualify for moving expenses after the employee's headquarters moves the headquarters move must result in a greater distance from the employee's home

52.2 Minimum Moving Distance

52.2.1 Normally, an employee must move a minimum of 40 road kilometers by the shortest normal route closer to the new work location to qualify for relocation assistance

52.2.2 The provisions set out in Subsection 52 2 1 will apply unless Mid-Term agreements pursuant to Article 7 are in effect

52.3 Expenses for Reimbursement

52.3.1 Household Effects

Inergi will arrange for and shall pay the cost of packing. moving by freight or truck and insurance charges on household effects

52.3.2 Home Buying and Legal Fees

Employees shall be reimbursed for legal disbursements and real estate brokerage fees associated with the purchase and/or sale of property valued up to five times the employee's annual base salary in the new location at the time of job transfer as follows:

a) Legal Fees

The employee will advise Inergi of his/her preferred lawyer. Inergi will request the lawyer for an estimate on what the fees will be to complete the sale and/or purchase transaction. If Inergi finds the solicitor's estimate to be unreasonable, Inergi will ask the employee to recommend another solicitor to close the transaction.

Legal fees and disbursements actually incurred in selling an old and buying a new residence will be paid by Inergi.

Legal fees shall be defined to include fees for arranging or discharging a first mortgage when required and will include land transfer tax.

Disbursements shall be defined herein as those items paid by a lawyer on behalf of the employee for services in connection with the purchase or sale of the employee's residence including land transfer tax and land surveys when required. Ontario New Home Warranty Program if required for a new house, GST, and penalty costs lo a maximum of three months' interest payments involved in discharging a first mortgage on the residence

in the former location when required

b) Referral Fees/Home Inspection

- When the employee is prepared to submit an offer to purchase on a property, Inergi will make arrangement for one home inspection at Inergi's expense All offers to purchase should have a clause in the offer conditional upon the positive results of an inspection report Any additional inspections for any reason will be at the employee's expense

Real estate brokerage fees charged by a real estate agency to the maximum standard recognized scale for services rendered in selling the employee's house shall be paid by Inergi.

Note: The changes identified above are not meant lo take away the existing right of the employee to select the real estate agent or lawyer.

52.3.3 Transfer Expenses

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

All employees who are eligible for moving expenses shall be afforded 12 weeks from the date the employee reports to work in the new location (i e., date of transfer) to decide whether or not they wish to move Payment of the following expenses is predicated on the employee maintaining his/her previous principal residence:

a) During this 12 week period. the employee shall have the option of either commuting to and from his/her new work location and receiving incremental travel expenses (i e., additional travel costs beyond the employee's normal travel costs to the old work location), the total cost of which not to exceed living expense equivalent, or being paid living expenses in the new location. If the employee expressly indicates that he/she does not intend to relocate his/her residence, all expenses will cease at that time.

b) All expenses will stop at the end of the 12 week decision period unless the employee has provided In writing his/her intention to move within one year of date of transfer. Providing that the employee demonstrates to Management's satisfaction that arrangements to move with employee's family to the new location are being made as quickly as possible. the employee's living expenses in the new location or incremental travel expenses will be paid until such time as the employee moves or for a period not to exceed a further 6 months unless the employee can demonstrate serious hardship. in which case the period of expense coverage is 9 months (in addition to the initial 12 week decision period). The time limits mentioned above may be extended by a specific mutual agreement between the employee and line management for a total period not to exceed two years from the date of transfer.

c) If an employee, after providing written notification of his/her intention to move fails to do so, all expenses paid on his/her behalf or travel expenses paid to him/her for any period beyond the initial 12 weeks from the date of transfer or the date of his/her written intent to move, whichever comes first. shall be repayable to Inergi. Repayment shall be made within one month of a written communication stating his/her intention not to move or within one year of date of transfer whichever comes first.

d) Exceptions to the repayment requirement should the employee fail to move may be made by reasonable exercise of the Business Leader's discretion (e g , for reasons of significant unforeseen life hardships. Inergi transfers, Inergi international assignments, etc)

Transportation to the new location and living expenses while in transit to the new location will be paid for the employee and family (spouse and dependent children) and any other dependents of the employee's household A reasonable number of visits by the employee and family, to the new location to assist in the selection of a new principal residence will be paid at the discretion of local Management

Living expenses of the employee and family during the period while household effects are in transit will be paid

Reasonable upkeep costs including mortgage interest on the old residence will be paid for a period of up to three months after the employee has moved to the new residence but still retains title lo the old residence due to an inability to sell If closure of the sale is imminent, the period may be extended by up to six weeks

- Time off with pay to a maximum of one day's base earnings if the day of the move falls on a normally scheduled working day.

- Employees may elect, subject to the negotiations of their availability through Business Unit Mid-Term

Agreements (Article 7), to receive lump sum payments in lieu of the following:

- temporary living expenses:
- reimbursement for costs associated with return to residence headquarters;
- benefits and expenses associated with house hunting trips;
- temporary storage, etc.

52.3.4 Spousal Assistance

An employee will be reimbursed for his or her spouse's job search expenses, supported by receipts. up to a maximum of $750 00

52.3.5 Rental Assistance

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

a) the monthly rent in the old location multiplied by Inergi's rental differential;

or

b) the amount of the monthly increase in rent

An employee who rents in the former location and purchases in the new location will be eligible for the equivalent of rental assistance as will the employee who conversely owns a home in the former location and rents in the new location

Rental assistance will be provided for a five year period. based on 100% assistance in the first year and decreasing by 10% annually over the next four years

This assistance will cease if the employee transfers to a new work location. terminates his/her employment with Inergi, ceases to rent, retires or dies

52.3.6 Rental Management Program

Upon request, Inergi will arrange for a rental management firm to rent an employee's house when he/she is expected to return within five years and will pay the costs associated with this arrangement if it is in Inergi's financial interests to do so

52.3.7 Miscellaneous Expenses

Employees will be reimbursed for miscellaneous expenses associated with the move up to the limit of one month's salary based on normal scheduled hours of work These expenditures are intended to cover items such as

- cost of rental search assistance.

costs incurred as a result of the move such as, cleaning, painting and decorating costs. adaptation, removal, installation or replacement of house furnishings and appliances,

- costs for connecting water, natural gas, and electricity to a new house if charged to the employee as purchaser.

Employees will not be reimbursed for capital expenditures which tend to increase the market value of a house, major house repairs or renovations.

52.4 Second Related Move

If a suitable residence is not available at time of transfer, an employee may rent temporary premises for up to one year. Under these circumstances, Inergi will reimburse the employee for costs incurred in accordance with all Sections of this Agreement for either one of the two moves. For the other move, only costs of transportation, moving household effects, and legal fees incurred will be paid.

52.5 On Retirement

52.5.1 If an employee is requested to undertake a change in work headquarters involving a change in principal residence, and is age 55 or older on the date of transfer, consideration shall be given to the reimbursement of some or all of the moving expenses of that individual upon eventual retirement from Inergi. The extent and terms of the assistance to be provided upon retirement will be determined at the time of transfer.

52.5.2 Only moving expenses within the Province of Ontario or to the nearest exit point from the Province will be eligible for consideration.

53 FINANCIAL ASSISTANCE PLAN

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

a) a house-for-house comparison conducted by Inergi.

The amount of assistance will depend upon the

- sale price of the residence in the former location,
- relative value of comparable housing in the new location:
- actual increase in housing costs (purchase price less sale price);
- current interest costs

The locality differential will be based on the differential in effect as of the date of closing of the purchase of the residence in the new location. The interest rate used to calculate the level of assistance will be based on Inergi's employee housing loan rate for a five year term as published by the Treasury Division (or the actual mortgage rate, whichever is less) as of the date of closing of the purchase of the residence in the new location.

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

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

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

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

54 HOUSE EVALUATION AND GUARANTEE PLAN

Upon subsequent transfer within Inergi, an employee will be guaranteed his/her purchase price up lo a maximum of four times his/her base salary at the time of the initial transfer (plus $1500 for capital improvements on new homes, $15,000 for resale homes or minus $3,000 for damages lo the properly) This guarantee will be for a period of ten years from the dale 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 Inergi

55 COMPENSATION WHEN ASSIGNED TO TEMPORARY WORK HEADQUARTERS

55.1 Intent

a) When there is an assignment to a Temporary Work Headquarters, the employee and his/her supervisor must have a mutual understanding of the terms of the assignment prior to its commencement using the following provisions.

b) Employees assigned to a Temporary Work Headquarters should not be separated from their families for exceptionally long periods of time due to work requirements and should be compensated far all reasonable out-cl-pocket expenses and travel costs.

c) When an employee is assigned lo a Temporary Work Headquarters, the employee will normally remain at the Temporary Work Headquarters. If there is mutual agreement between the supervisor and employee to commute daily, then the employee may do so.

d) Employees will be reimbursed for all reasonable out-of-pocket expenses associated with being assigned to the Temporary Work Headquarters.

e) Employees will be reimbursed for any additional travel costs beyond their normal travel costs to their Regular Work Headquarters.

f) Travel time on the first trip to, and on the last trip from, the Temporary Work Headquarters shall be either during normal scheduled hours or compensated in accordance with Article 58 (Travel Time) if outside normal scheduled hours.

g) Selections for Temporary Work Headquarters assignments should not be made on the basis of travel cost considerations.

55.2 Definitions

"Regular Work Headquarters": The location to which the employee normally reports in order lo receive work assignments or to perform regular duties

"Temporary Work Headquarters": The location to which an employee is directed in order to carry out assigned duties away from Regular Work Headquarters.

"Periodic Return": The return to the employee's principal residence once every two weeks

55.3 **Compensation** When **Remaining** at Temporary Work Headquarters **(TWHQ)**

a) When the employee resides at the TWHQ and does not commute. the employee shall be reimbursed for all reasonable out-of-pocket expenses incurred while at the TWHQ.

b) An employee who resides at the TWHQ will be allowed **a** periodic return once every two weeks.

The employee shall be reimbursed for travel costs associated with the periodic return for the distance between his/her principal residence and his/her TWHQ, less normal traveling costs. Travel time associated with periodic return, outside normal scheduled hours and in excess of one hour each way. shall also be compensated. Compensation will be either in equivalent time off, or in pay, at straight time rates. Time spent in obtaining a meal will not be Compensated.

c) On intermediate weekends, if the cost **df** remaining at the TWHQ would be less than the cost of a return trip. the employee may claim actual travel costs up to the cost of remaining at the TWHQ. If the cost of remaining at the TWHQ is greater than the cost of a return trip, the employee may be reimbursed for all travel costs incurred for **a** return trip on that weekend.

d) For employees who reside in rental or leased accommodation at the TWHQ, cost of travel on Intermediate weekends will be based on the lesser of a per diem rate based on the daily costs of normally used local hotel/motel accommodation (meals included) or actual travel costs (less normal traveling costs)

e) Travel time will not be paid lor return trips to home on intermediate weekends

55.4 If the temporary assignment appears to cause the employee to reside separately from his/her family for a long duration. and for long distances, **i** e.. more than 100 kilometers. the supervisor may permit the employee to rent accommodation for his/her family near the TWHQ. In this situation, the employee will be reimbursed for all reasonable out-of-pocket costs, including the difference in rent paid out in the temporary location and any rent received from the principal residence.

55.5 Compensation **for** Daily Commuting To, and From, Temporary **Work** Headquarters

a) When an employee and supervisor have mutually agreed that the employee may commute to the TWHQ on a daily basis, the employee shall be compensated for his/her travel time in accordance with the provisions of Article 58 ("Travel Time").

The use of a Inergi vehicle will be one of the commuting options considered.

If an Inergi vehicle is not used, the employee shall be compensated for his/her travel costs **(i** e., public transportation costs or cents per kilometer, whichever, **in** the Supervisor's opinion, *is* the most reasonable considering the travel time and transportation expenses involved) in addition to his/her travel time.

The total amount of reimbursement for the employee's travel time and travel costs will be up to a maximum of the expenses that would have been incurred if the employee were to remain at the Temporary Work Headquarters (lodging and meals). In determining this maximum, consideration will **also** be given to the expenses that would have been incurred if the employee had used a Inergi vehicle.

b) When an employee commutes daily, he/she is required to be at the Temporary Work Headquarters at normal starting time and remain until normal quitting time.

Note: Where the planned duration of the assignment at a Temporary Work Headquarters is greater than one year, the employee will be eligible for full relocation assistance.

55.6 Exception

This Article does not apply to employees who on a daily or short-term basis may be required lo **work** at a number of different work headquarters In these cases, local management will determine the appropriate compensation treatment. but such compensation will not be **less** than that applicable to other employees under this Article

Part XII: Time Worked Outside Normal Hours

56 ON-CALL SERVICE

The following on-call service provisions shall apply.

56.1 Definition

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

56.2 Payment

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

a) there is a regular need for it (e.g. weekly, monthly, annually) and;

b) the supervisor formally notifies the employee of the assignment.

56.2.2 The on-call service payment for any 16-hour period outside normal work hours is one halt hour per day calculated at 100% MP4/TMS5.

56.2.3 The on-call service payment for any 24-hour period outside normal work hours (i e., Saturday, Sundays, Statutory Holidays and granted days) is one hour per day calculated at 100% MP4/TMS5.

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

57 OVERTIME

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

57.1 The method of compensation. tor authorized overtime, may be money or time off at the appropriate premium rate The employee or the supervisor may propose the method of payment, but it is the supervisor's responsibility to approve the method of payment most compatible with the unit's needs Prior understanding between the supervisor and employee is desirable

57.2 Day Workers

OVERTIME WORKED	OVERTIME HOURS	RATE OF PAYMENT
Monday to Friday	Authorized overtime beyond normal scheduled hours worked In the day	Time and one half (T-1/2)
Saturday	Authorized overtime.	Time and one-half (T-1/2)
Sunday	Authorized overtime.	TWO times (2T)
Statutory Holiday	Authorized overtime.	Monday to Friday: Two times (2T) for all unscheduled hours plus a Statutory Holiday credit. Saturday: Two times (2T) for all unscheduled hours worked.

57.3 Shift Workers

OVERTIME WORKED	OVERTIME HOURS	RATE OF PAYMENT
Scheduled Work Days	Authorized overtime beyond normal scheduled hours worked In the day.	Monday to Saturday: Time and one half (T-1/2) Sundays and Statutory Holidays: Two times (2T)
Scheduled Days Off	Authorized overtime on a normally scheduled day off.	Monday to Saturday: Time and one-half (T-1/2). Sunday: Two times (2T). Statutory Holidays (Monday to Friday): Two times (2T) plus a Statutory Holiday credit for hours worked up to

		normal hours for the day. Statutory Holiday (Saturday): Two times (2T).

57.4 For OSS and TMS staff required to work overtime and supervise staff receiving a higher overtime rate than that paid under Sections 57 2 and 57 3 above, the treatment shall be as follows OSS and TMS staff receive two times their base hourly rate for all work, as described above, performed outside the first four clock hours after normal quilling time, Monday to Friday, and for all such work performed on Saturday

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

Employees may be designated as eligible under the above on an on-going basis or on an assignment by assignment basis at the discretion of Inergi.

57.6 Recording Overtime

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

58 TRAVEL TIME

The following provisions shall apply lo employees who are required lo travel on business for Inergi

58.1 General

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

58.2 Excessive Travel

a) It is recognized that in some situations travel might be excessive In these cases, the preference is for the supervisor and the employee to arrive at a mutual agreement as to what constitutes "excessive". This determination should be based on the following considerations:

- the amount of travel time that is required (hours per day, week and month)
- the choice of travel options
- the cost of travel choice/option
- if the employee travels with PWU employees (i e., internal relativity)

the lime above and beyond the employee's normal travel time between home and normal work headquarters

- the desire Io compensate for travel time with time off

Where there is no mutual agreement, excessive travel time shall be defined as follows and compensated at straight time.

the travel time in excess of one hour at the beginning and end of the normal scheduled day and greater than the employee's normal travel time; **OR**

- where the daily rate is not exceeded, the travel time in excess of five hours per week greater than the employee's normal travel time. **OR**

where neither the daily nor weekly rate is exceeded, the travel time in excess of twenty (20) hours per month greater than the employee's normal travel time.

b) When a special assignment calls for departure from the employee's home in the evening. or on **a** regular day off, time spent in travel will be compensated at straight time.

58.3 Emergency Overtime Work

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

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

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

b) Where Inergi directs an employee to take a training course, travel time will be compensated in accordance with Article **58.2**.

58.5 Flexibility

Variations to the provisions of this Article made by agreement between the supervisor and the employee are permitted. subject to Director approval

59 SHIFT WORK (M&P, TMS)

59.1 Definitions

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

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

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

59.2 **Shift** Workers

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

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

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

The requirement to obtain and maintain a license(s) to hold a shift position shall **be** identified in the job document (description and specification)

The number of personnel provided per **shift** position shall be **such** that no regularly scheduled overtime will be required **Due** to the nature of Inergi's operations, it may be necessary for employees on shift to work some overtime,

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

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

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

a) Shift change notices between 12-hour shifts will provide at least 12 hours off.

b) Shift change notices from **a** 12-hour shift to an eight-hour shift will provide at least 12 hours off.

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

d) Shift change notices between eight-hour shifts will provide at least 15 hours off.

59.3 **Shift Allowances (M&P, TMS)**

a) Shift Premiums

- Shift work on Saturdays and Sundays: 50% of 95% of the MP4 reference point rate per hour worked

- Shift work on statutory holidays 95% of the MP4 reference point rate per hour worked
  The Statutory Holiday shift premium shall be paid on an actual hourly-as-worked basis

b) Shift Differentials

- For work on an 8-hour afternoon shift (1600 - 2400 hours) - 70¢ per hour worked
- For work on an 8-hour night shift (0000 - 0800 hours) - 95¢ per hour worked
- For work on a 12-hour night shift only - $1.10 per hour worked

59.4 information Technology Organizations (M&P)

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

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

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

59.5 Ten Hour Shifts

Inergi may assign employees covered by this Article to 10 hour shifts, without a vote, with the exception of employees subject to the Letter of Understanding re "Hours of Work for Field Management and Professional (FM&P) Staff" dated July 2, 1996

The following conditions shall apply:

a) Notice

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

i) Shift change notices between IO-hour shifts will provide at least 12 hours off

ii) Shift change notices between a 10-hour shift to a 12-hour shift or vice versa, will provide at least 12 hours Off

iii) Shift changes notices from a 10-hour shift to an 8 hour shift or vice versa will provide at least 15 hours off

b) Shift Differential

- First shift - 0600 - 1800 hours - no shift differential

- Second shift - 1400 - 0200 hours - $0 70 differential per hour worked

c) Shift Premium

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

d) Special Circumstances

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

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

i) Vacation

ii) Floating Holidays

iii) Sick Leave

Iv) Leave of Absence/Unpaid Time Off

v) Travel Time

vi) Medical and Dental Consultation - Periods of less than four hours shall not be deducted from sick leave credits

a) In the application of the above-noted items (i) (ii) and (iii), a "days" entitlement will mean eight hours, I e a 10-hour day/shift will constitute one day and two hours deducted from credits

b) When an employee is scheduled to work a 10-hour day/shift and one of the under-noted conditions occurs, a "day" will be considered to be 10 hours

i) Jury duty and attendance at court

ii) Funerals

iii) Moving Day

iv) Time Charges for Attendance at Delegates' Council and meetings of the Society's Board of Directors.

59.6 Periodic Shifts for Non-Shift Workers

1) Periodic shifts for non-shift employees shall be allowed to mirror shifts created under PWU "periodic shin" agreements in force at the time of settlement, when the Society employee(s) provides direct supervision or technical support (including inspection/testing) alongside such PWU-represented employees for

a) field settings

b) laboratory settings.

2) In the circumstances described in paragraph 1, above, an employee shall be assigned to periodic shifts for a maximum of 60 working days per fiscal year in the aggregate, under applicable shift provisions of the Collective Agreement including normal shift differentials and premiums

3) This Article does not alter existing local agreements in force at the time of settlement, including agreements reached pursuant to Article 71, and modifications of the provisions of paragraphs 1 and 2 are negotiable as local agreements pursuant to Article 7.

4) The parties may review the application and operation of this Article prior to the end of the Collective Agreement.

60 COMPENSATION AND WORKING CONDITIONS - 12-HOUR SHIFT SCHEDULE

The following provisions apply to **employees** who work a 12-hour shift schedule

60.1 General Provisions

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

60.1.2 The Implementation of 12-hour shift work will be on the understanding that its application will not result in any appreciable increase in cost to Inergi.

60.1.3 Inergi or the Society shall have the right to terminate 12-hour shift work. Written notice must be provided by the Department Manager to the Society President or vice versa.

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

b) The 12-hour shift schedule may be cancelled immediately by Inergi should any of the following be adversely affected. safe operation of plant; health of shift workers; public safety.

Shift work monitoring criteria may include employee health, employee safety, employee attitude, attrition.

overtime availability. insufficient notice for shift change, operating error, productivity, shift turnover and cos!

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

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

60.2 Shift Differential

A shift differential of $1.10 per hour worked will be paid to 12-hour shift employees for each night shift hour worked, in accordance with Article 59 3 ("Shift Work (M&P, TMS)").

60.3 Shift Premium

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

Shift work on Saturdays and Sundays	50% of 95% of the MP4 reference point rate per hour worked.
Shift work on Statutory Holidays	95% of the MP4 reference point Der hour worked.

The Statutory Holiday shift premium shall be paid on an actual hourly-as-worked basis.

60.4 Overtime

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

60 4.2 Authorized overtime beyond 12 hours of work on scheduled workdays which are Sundays or Statutory Holidays and all hours worked on scheduled days off which are Sundays or Statutory Holidays shall be compensated in accordance with the overtime provisions of this Agreement

60.5 On-Call

On-call service payments will not be applied to those employees on the Minimum Availability Requirement (MAR) list (see Section 60.8)

60.6 Special Conditions

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

a) Vacation

b) Floating Holidays

c) Sick Leave

d) Time Off Without Pay

e) Travel Time

f) Medical and Dental Consultations • Periods of less than four hours shall not be deducted from sick leave credits.

60.6.2 In the application of the above-noted items (a), (b) and (c), a reference under the current provisions of this Article to a "day's" entitlement will mean eight hours. Therefore a 12-hour shift will constitute one and one-half days deducted from credits

60.6.3 When an employee is scheduled to work a 12-hour shift and one of the under-noted conditions occurs. a "day" will be considered to be 12 hours.

- Jury duty and attendance at court.
- Funerals.
- Moving Day.
- Time Charges for Attendance at Delegates' Council and meetings of the Society's Board of Directors.

60.7 The basic Statutory Holiday and special time off provisions remain unchanged in that time off and pay entitlements will continue to be calculated on an eight-hour basis.

60.8 Minimum Availability Requirement (MAR) List

60.8.1 In order that a sufficient number of shift employees are on duty to maintain and ensure a continuous operation at any Department utilizing 12-hour shifts, a MAR List will be prepared

60 8.2 A sufficient number of employees, by job classification and qualifications. will be determined by Inergi 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 Io be called If there are no volunteers, Inergi reserves the right to assign employees to the MAR List Employees will not be placed on the MAR List who are scheduled to work on an adjoining shift

60.8.3 An employee on the MAR List agrees to be available during the Required Availability Period (RAP), to report to work to cover short-term absence. The RAP is the period of time commencing two hours prior to each shift change and ending one hour after each shift change.

60.8.4 If an employee whose name is on the MAR List cannot be available for the specified day(s), the employee must arrange

for a substitute acceptable to Inergi, whose name then would be added to the MAR List

60.8.5 Volunteering or being assigned to the MAR List for RAP periods does not entitle the person to any compensation, i e , on-call pay, etc . nor does it guarantee that overtime will result.

60.8.6 In the event that an employee is called to work from the MAR List. he/she will be entitled to overtime premium rates (outlined in Section 60 4) for all hours worked

60.9 Twelve-hour shift work may be introduced when the following conditions are met:

60.9.1 If local management determines that a 12-hour shift work arrangement is appropriate, a vote will be held in the affected work unit(s).

60.9.2 More than 50% of those eligible to vote in the work unit(s) must vote in favour of 19-hour shift work

60.9.3 The vote will be determined by a secret ballot scrutinized by the appointees of Inergi and the Society

APPENDIX I

Master Schedule Guidelines

1.0 All work groups must follow the same schedule

2.0 An excessive number of 12-hour shifts cannot be worked in sequence Three would be the maximum for nights; four would be the maximum for days

3.0 At least 48 hours off will immediately follow each sequence of shifts At least two regular days off will be schedule in each week

4.0 Iime balances should cycle between +36, with an additional +4 hours as an exception.

5.0 Other specific rules in the Article should also be noted

Note:

1. Supernumerary shifts will be worked between the hours of 08 00 and 16 00 These shifts will be spread evenly throughout the year except for July and August Supernumerary shifts will only be scheduled in July and August if required for outage schedules

2. For hours actually worked by an individual the following implementation rules apply:

2.1 Maximum of 3 night shifts in a row, except for MAR list needs.

2.2 A minimum of 48 hours off per pay period, except for **MAR** list needs

61 SHIFT TURNOVER

61.1 A shift turnover allowance will be paid to employees who have been authorized to perform shift turnovers, based on the criteria in Sections 61 2 and 61 3 and in compliance with the chart below

61.2 Only one person will be paid for each shift turnover, either the incoming or the outgoing shift. but not both

61.3 Rights to overtime are waived in favour of the above allowance when performing normal shift turnovers The exception to this is in cases where the turnover is 30 minutes or longer due to unusual circumstances In such cases all lime beyond normal working hours will be compensated according to the overtime provisions of this Agreement in place of the allowance

- Payment Per Shift Turnover -	
SALARY GRADE	
MP6	$16.40
MP5	15 30
MP4	14 40
MP3	13.50
MP2	12.65
MP1	11.90
TMS 05	12.60
TMS 04	11.80
TMS 03	11.10
TMS 02	10 40
TMS 01	9 70

Part XIII: Working Conditions

62 EXTRAMURAL TRAINING

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

a) the employee is expected to obtain prior approval from his/her supervisor prior to registering in the training course;

b) the external training should normally be completed outside normal working hours. Where this is not possible, time *off* with pay to attend external training programs will be at the discretion *of* the employee's supervisor. Inno circumstances will the external training exceed six weeks if the employee is required to be absent from work.

c) 100% *of* reasonable costs paid by the employee for external training courses will be reimbursed where

- the training course will create or maintain the employee's capability related to current job performance.
- the training course develops an employee's capability for a position identified in a succession, retraining. or redeployment plan

d) 75% of registration/tuition fees and learning material costs will be paid for external training courses which improve an employee's capability for future jobs within Inergi

e) An employee will be reimbursed for reasonable costs subject to

1. Satisfactory course completion and a passing grade where applicable, except where the course is taken upon the request of Management
2. **Costs** will not be reimbursed if the employee has given notice of resignation prior to completion of the course
3. All approved costs will be reimbursed for courses which cannot be completed due Io the employee being transferred to another location

f) If it is required by Inergi **that an** employee be a member of **a** professional organization, membership ***fees*** will **be paid** for **by** the employer.

63 MEAL EXPENSES

Normally, employees are expected to provide their own meals. Where there is a requirement for **a** meal as **a** result of legitimate business functions, employees will be entitled to be reimbursed for reasonable out-of-pocket expenses.

64 REDEPLOYMENT, SURPLUS STAFF PROCEDURE AND CHANGE OF EMPLOYER

64.1 Scope

This Article applies Io the redeployment or transfer *of* employees within Inergi and from Inergi to a new employer to whom a portion of Inergi's business is transferred

This Article will apply to all employees except temporary employees, and takes precedence over other provisions of this Collective Agreement with regard to vacancies and job placements unless otherwise specified Article 32 describes the entitlements for temporary employees Employees on leave (e g LTD) or on foreign assignments will be neither advantaged nor disadvantaged upon return from the leave

64.1.1 Preference **for Regular** Employees

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

- within the same Unit of Application.

where the regular employees are qualified to perform the work and are able to perform the job within a reasonable period of time given the length *of* the assignment;

- where the work is normally performed by Society-represented employees

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

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

64.1.2 **Grievability/Arbitrability**

Employees may use the grievance/arbitration procedure to appeal decisions of the joint teams referred to in this Article if they believe they have been treated unfairly JRPT decisions and processes are grievable It is expected that the parties will support their decisions and recommendations This is not intended to prevent the parties from jointly agreeing to change their decisions and recommendations The recommendations and decisions by other Joint Redeployment Planning Teams and other Joint Reasonable Offer Teams are without prejudice and Cannot be used as precedents in grievance arbitration Any agreements reached by the parties within the scope of Article 64 are neither grievable nor arbitrable

64.2 Preamble and Principles of Operation

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

The parties are committed to sustaining a work climate that supports a high level of employee commitment, performance and job satisfaction The following principles reflect our underlying values and beliefs and provide the direction on which this Article is founded

64.2.1 Career change should be expected and viewed positively.

64.2.2 Individuals are responsible for their own career decisions and should be involved in developing options affecting their careers.

64.2.3 Inergi and The Society recognize the value of retaining, utilizing and enhancing the asset of employee skills and abilities.

64.2.4 Redeployment issues will be discussed openly and employees and their representatives should be involved in these discussions as early as possible.

64.2.5 Employees will be provided with access to opportunities for learning and development and will take a proactive role in their development to prepare for the future.

64.2.6 It is in the best interests of both our customers and our employees for Inergi lo be a viable and healthy business entity

64.2.7 Redeployment policies must reflect a balance between the fundamental interests of Inergi and its employees.

64.2.8 Employees will be treated fairly and with respect and dignity.

64.2.9 Inergi and The Society recognize that there will be competing individual interests and will structure redeployment strategies which will minimize the occurrence of that competition and its negative impact.

64.2.10 A commitment to short and long range planning is critical for the effective and efficient utilization and deployment of employee skills.

64.3 Definitions

64.3.1 "ADVERSE IMPACT" shall mean that, as a result of a Inergi business decision, an employee does not have an ongoing position for which he/she is qualified or for whom the only available ongoing position for which he/she is qualified represents a demotion and for which he/she has not voluntarily applied.

64.3.2 "ALLOCATION" shall mean the lateral placement of an employee into an ongoing position where the exercise of employee choice is not required on the basis of the rules set out in Subsection 64.7 and there is no adverse impact.

64.3.3 "BASIC PAYMENT IN LIEU OF NOTICE" shall mean 24 weeks.

64.3.4 "CHANGE OF EMPLOYER" shall mean any sale, lease, transfer or any other transaction between Inergi and any other entity, by virtue of which the ownership or control over any part of the company's business or assets becomes held by such other entity and some or all of the Company's employees become employees of a new employer as part of the commercial transaction.

64.3.5 "CONSENSUS shall mean an agreement on a given issue that all parties to the agreement can live with and publicly support

64.3.6 "DECLARED SURPLUS" shall mean that the employee has insufficient seniority and/or qualifications to be matched to an ongoing position that is deemed *to* be a reasonable offer in his/her unit of application.

64.3.7 "INCUMBENCY' is a concept that will be used as a part of a redeployment process. An employee may be identified as an incumbent only if the position meets the following criteria:

- the majority of the core functions/key accountabilities are the same

- e unchanged location,
- e unchanged hours of work,
- e unchanged salary grade or where the salary grade increases as a result *of* the prospective addition of duties/accountabilities pursuant to Clause 66 3 1 c
- 5 The operational meaning as determined by the JRPT in adverse impact situations

64.3.8 "LATERAL POSITION" shall mean a job paid from

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

or

b) a different salary schedule in which the salary level is equivalent to the employee's current job measured by salary grade Reference Points (100%).

64.3.9 "LATERAL PIACEMENT" shall mean the placement of an employee into an ongoing lateral position Or into an ongoing position that is upgraded pursuant to Clause 66.3.1.c.

64.3.10 "MAPPING" shall mean the lateral placement of an employee into an ongoing position where Me exercise of employee choice is required on the basis of the rules set out in 64.7 and there is no adverse impact.

64.3.11 'ONGOING POSITION" shall mean an assignment other than a relief of rotational assignment. An employee's ongoing position determines his/her base jurisdiction for the purposes of employment continuity and other entitlements (see Article *5).*

64.3.12 PRIORITY CONSIDERATION" shall mean an obligation to select the most suitable candidate from amongst the qualified surplus applicants for advertised vacancies for whom the vacancy represents a lateral or lower-rated position. If there are no qualified surplus applicants Management is then obliged lo select the most suitable candidate from amongst those surplus applicants who can become qualified in a reasonable period of time "Priority consideration" is provided to surplus employees.

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

64.3.14 'QUALIFIED" shall mean having the qualifications and experience required to perform the job within a reasonable period of time, normally not expected to exceed six months.

64.3.15 "REDEPLOYMENT" shall mean the staffing of new or changed organizations in accordance with the provisions of this Article.

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

64.3.17 "SERVICE" for the purpose of calculating severance shall mean the employee's Established Commencement Date (ECD) and does not include any external experience credits. Employees who have received severance pay under this Article shall not be entitled to the service used to calculate previous severance pay in any future employment with Inergi.

64.3.18 "SERVICE BASED PAYMENT IN LIEU OF NOTICE" shall be based on the surplus employee's Service Recognition Date (SRD) plus External Experience Value (EEV).

64.3.19 "SUBSIDIARY COMPANY" shall mean an Inergi subsidiary or holding company.

64.3.20 "Unit of Application" shall mean the organizational unit (e g . department. division. business unit. subsidiary or a cross-Inergi grouping) in which seniority and the identification of surplus staff shall be administered

64.3.21 "VACANCY TRANSITION PHASE" (VTP) shall mean a period not to exceed six weeks following the conclusion of a mix and match during which vacancies are unfrozen and surplus employees who elect to remain for this phase have the right to priority consideration for vacancies in accordance with Subsection 65.6.3.

64.4 Notification and Involvement *of* The Society

64.4.1 Principle of Prior Involvement

Prior to making final decisions on significant organizational or operational changes that have an adverse Impact on the employment continuity of Society-represented employees, Inergi will establish a team in a timely manner which will include representatives appointed by The Society The team will examine how the organizational or operational change will be implemented and will strive to develop mutually acceptable recommendations in a timely manner for the appropriate level of Management based on this examination

64.4.2 Involvement

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

There are two levels of involvement in this Article They are as follows

a) Joint Consultation

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

Failing an agreement, Inergi will make the final decision

b) Joint Recommendation

Inergi and The Society will attempt to reach consensus on an issue that will form the basis of a recommendation to senior management

In the event a JRPT does not reach consensus on the appropriate Unit of Application, the default Unit of Application defined pursuant to Subsection 64 10 ▮ will be used Other outstanding issues will be submitted by either party to a standing arbitrator

64.5 Application

64.5.1 This Article applies to all situations where:

- There is a change of employer for employees; andlor
- The employment continuity of employees is adversely impacted; andlor
- Positions with incumbents are transferred within/between subsidiary companies, relocated or significantly changed (e g , a change to job duties andlor skills/qualifications andlor rate as covered In the job document) but where no adverse impact results

These impacts may arise due to organizational and operational changes that include technological changes. workload changes, business process re-engineering and other circumstances

64.5.2 Where there is no adverse impact, the provisions of 64 7 shall apply.

64.5.3 Where there is adverse impact, the provisions of 64.8 to 64.15 inclusive shall apply.

64.5.4 Where there is a change of employer, the provisions of 64 6 shall apply

64.5.5 Inergi shall consult with the Society regarding the applicable redeployment process (i e , whether to use the "adverse impact" or the "no adverse impact" track) prior Io redeploying employees

64.5.6 Exceptions to mandated "freezes" on filling vacancies in the "change of employer"(Subsection 64 6 6) and "mapping" (Clause 64 7 6 2) processes may be permitted where the parties mutually agree

64.6 Change of Employer

64.6.1 This Section shall apply where there is a change of employer for some or all employees

64.6.2 Inergi recognizes the Importance of securing for employees opportunity for continuing employment with the new employer and will endeavour to secure such opportunity for employees with the new employer.

64.6.3 In addition to Article 11, at the earliest possible time prior to the transaction, Inergi further agrees that it shall provide in writing to the Society ail available information relating to the new employer that is relevant to employees to the extent that circumstances reasonably permit. The Society agrees that confidentiality will be maintained.

64.6.4 Until such time as staff positions and numbers to be transferred to the new employer are provided to the Society, employees may apply to vacancies in accordance with the Collective Agreement All applications from employees ("affected employees") in the affected businesses or assets for laterals and demotions will be processed and considered unless the move would seriously jeopardize the viability of the work unit

64.6.5 Inergi will provide the Society with a listing of the potentially affected employees, positions and numbers to be transferred Io the new employer as soon as possible

64.6.6 Commencing on the date that Inergi provides the information described in Subsection 64.6.5, displacements into and selections into or out of the affected businesses or assets shall cease.

64.6.7 Where the number of affected employees exceeds the new employer's needs or where there is adverse impact, the following shall apply:

64.6.7.1 Article 64.8 shall apply to affected employees.

64.6.7.2 Where there continues to be adverse Impact, affected employees will be placed through an expedited mix and match process in accordance with Sections 64 9 Io 64.10 3. Where there is no adverse impact, the provisions of Subsection 64 6 8 shall apply. Affected employees who are placed in positions with the new employer through the mix and match process will transfer Io the new employer.

64.6.7.3 Affected employees who are not placed pursuant to Clause 64.6.7.2 will be redeployed in Inergi in accordance with the applicable provisions of this Article (i e.. either the "no adverse impact" or the "adverse impact" tracks).

64.6.8 Where the number of affected employees does not exceed the needs of the new employer or where there Is no adverse impact for these employees, affected employees will be redeployed into positions with the new employer in accordance with Section 64.7.

64.6.9 Except for employees who terminate pursuant to Section 64.8, employees who refuse to accept a placement with the new employer in accordance with the applicable process (i.e., Subsection 64.7.5 for employees who are allocated. Clause 64.7.6.9 for employees who are mapped, and Subclause 64.10.3.v.9 for employees who are mixed and matched by a JRPT) shall be deemed to have voluntarily terminated Inergi without severance.

64.6.10 Where as a result of the transfer of employees to a new employer an adverse impact arises for employees remaining at Inergi, the latter shall be redeployed in accordance with the "adverse impact" provisions of this Article.

64.6.11 The Society agrees that no grievances under the Ontario Labour Relations Act or any other applicable legislation will be undertaken as a result of the implementation of this Section other than Io enforce its terms.

No Adverse Impact

64.7 Allocatlon/Mapping

64.7.1 Where Inergi redeploys employees and there is no adverse impact, employees shall be either allocated or mapped in accordance with the rules set out in this Subsection.

64.7.2 Inergi shall consult with the Society prior to determining whether employees shall be allocated or mapped. Process decisions shall be communicated to the affected employees as soon as possible.

64.7.3 Employees shall be allocated where a whole work group/single classification is being transferred to a different organization andlor location and none of the conditions listed in Subsection 64.7.4 apply.

64.7.4 The conditions under which employees shall be mapped include any one of the following:

- A work unit or function *is* split within or between subsidiary companies; andlor
- Relocations are required involving positions with the same classification with more than one regular work headquarters; andlor
- Where there are a different number of incumbents than positions for which incumbency rights can be exercised; andlor
- Multiple qualified candidates for a lateral placement.

64.7.5 Where employees are to be allocated. the following rules shall apply

- All employees shall be allocated,
- Employees shall "follow their work",
- The placement of employees shall be reasonable within the meaning of Subsection 64 11 3 Employees who refuse to accept their placement offer shall be deemed to have voluntarily terminated employment with Inergi without severance

64.7.6 Where employees are to be mapped, the following rules shall apply

64.7.6.1 The redeployment of employees shall take no longer than four (4) weeks from the date when Inergi finalizes its organization,

64.7.6.2 During the mapping period all vacancies within the affected Division shall be frozen except pursuant to Clauses 64.7.6 6 or 64.7.6.10. Division shall mean the Default Unit of Application as defined pursuant to Subsection 64.10.1.

64.7.6.3 All employees shall be mapped

64.7.6.4 Wherever possible, employees shall "follow their work".

64.7.6.5 Employees may be promoted in the mapping process pursuant to Clause 66.3.1.c or where there are essentially no lateral placement opportunities or where the employee has been previously demoted through the application of Article 64 and no displacement of another employee will result.

64.7.6.6 Positions that do not have an incumbent or for which there are no qualified candidates for lateral placement within the affected organization will be filled through the advertised vacancy process pursuant to Section 65 6. The posting period shall be one week. Selections to these positions will be made before finalizing mapping decisions.

64.7.6.7 Under any of the conditions listed in Subsection 64.7.4 or otherwise where it is determined that employees shall be given the opportunity to express their preferences, subject to unit viability, "senior choice, junior force" shall apply. Employees shall have five (5) working days to submit their preferences.

64.7.6.8 If an employee is not an incumbent or following his/her work, he/she may request in writing a review of where he/she has been "draft mapped". The Society and management will expeditiously jointly review this request and may make mapping amendments as necessary.

64.7.6.9 Placement offers shall be reasonable within the meaning of Subsection 64.11.3. Employees who refuse to accept a placement where he/she is the incumbent or where the assignment is reasonable may be deemed to have voluntarily terminated employment with Inergi without severance.

64.7.6.10 Positions unfilled at the conclusion of the mapping process shall be advertised in accordance with Article 65.

Adverse Impact

64.8 Voluntary Surplus

In circumstances where Management is aware that job loss may occur, subject to work unit viability Inergi will allow for voluntary termination by an employee in the affected work group. In such cases, employees who terminate their employment, will be entitled to 100% of their own basic and service-based payment in lieu of notice and severance entitlements, plus an additional week of severance for each completed year of service, to a maximum additional payment of 26 weeks' pay The combined total of the employee severance entitlement, plus the additional week under this Section cannot exceed 78 weeks. The combined total of the payment in lieu of notice and severance entitlement cannot exceed 138 weeks. With the agreement of the Society, Inergi may offer voluntary separation incentives such as focused pension incentives, retirement bridges etc.

64.9 Set Up Joint Redeployment and Planning Team

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

Inergi and The Society will appoint an equal number of representatives to the Joint Redeployment and Planning Team (JRPT). This team will develop a redeployment plan which minimizes to the extent possible the effect on and number of employees to be declared surplus, consistent with the need to carry out Inergi's work and will be responsible for overseeing its implementation. The team is also responsible for communications to affected staff. The Joint Redeployment and Planning Team will develop its recommendations/decisions by consensus using problem solving techniques.

Senior Management (e.g., Directors, General Managers) shall meet to discuss with the Joint Redeployment and Planning Team the number and type of positions that will no longer be required.

64.10 Joint Planning - Responsibilities of the JRPT

a) The Joint Redeployment and Planning Team will prepare a report including decisions with respect to.

(i) The Unit of Application for identification of surplus staff;

(ii) The name of the standing arbitrator and outline of arbitration process;

(iii) The process and strategies used for redeploying staff within the Unit of Application;

(iv) The preparation of seniority lists and Identification of surplus staff;

(v) Identification of separation incentives for the purpose of minimizing involuntary terminations.

(vi) The timetable of events, including specified deadlines. to ensure that the process is completed within the contractual timeframe.

b) Respond to questions and grievances related to its process and decisions.

c) Ensure that purchased services contracts are reviewed by Inergi throughout the redeployment process.

d) Appoint JROT members

64.10.1 Unit of Application

The Unit of Application shall be Inergi-wide, except where the parties mutually agree otherwise.

64.10.2 Process for Staff Changes - Mix and Match

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

JRPTs are expected to keep accurate records of the reasons for deeming employees no! qualified. Upon request, the employee will be provided with the written reasons for being deemed not qualified.

64.10.2.1 Mix and Match Rules

1) *No* promotions except as specified. i e , only laterals or demotions are permitted in a mix and match process (Note Exceptions are described in 64 10 2 1 (11) and 64 10 4 and includes prospective reclassifications pursuant to Clause 66 3 1 c)

2) Applies within the affected Unit of Application except as specified at Rule 13

3) The process must be open and participatory and involve individual employees in planning and an agreed-upon form of posting within the Unit of Application

4) In the event there are more qualified candidates than positions available in the new organization, then the most senior of the qualified candidates will be selected to fill !he positions

5) If a job offer is found to be unreasonable by the Joint Reasonable Offer Team, then the JROT will re-examine the match If no reasonable job is available, then the employee will be declared surplus with full entitlements

6) Employees who accept a lower-rated position or who experience a reduction in hours of work as a direct result of Mix and Match will be entitled to the provisions of 64 13 "Compensation"

7) Pregnancy Leave and Paid Parental Leave

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

8) Other Leaves/Absences

The employee will under normal circumstances participate in the Mix and Match process.

9) Out-of-Province Assignments

Refer to 6 4 "Employment Continuity during Temporary Out-of-Province Assignments"

10) Temporary Assignments/Rotations

Employees will exercise the redeployment rights applicable to their ongoing positions

11) Employees Previously Demoted via Article 64

An employee previously demoted through the application of Article 64 is eligible for consideration at up to his/her previous higher level during a subsequent Mix and Match subject to the following

- The subsequent Mix and Match (i e . upon approval of the first report)

must occur within two years of the date that the employee reported to the lower-rated position.

Displacement of another employee at a level higher than their current level is not permitted

12) Promotion-In-Place Programs (PIPs)

a) Employees in a PIP will be retained in their PIP (should it continue to exist) based on seniority, subject to item (d) below.

b) Employees In non-PIP positions or In other PIPs will be considered for PIP positions subject to the following:

(i) for lateral or lower-rated levels of the PIP only;

(ii) must be minimally qualified at the entry level of the PIP;

(iii) able to achieve the terminal level of the PIP;

(iv) placement is based on seniority.

c) Employees in a PIP position will be considered for non-PIP positions for which they are qualified, subject to the following:

i) considered for lateral or lower-rated positions;

ii) placement Is based on seniority.

d) Inergi may determine a minimum number of employees qualified at the terminal level of the PIP at an appropriate work unit level (e.g., Division, Department, Section).

13) Any employee may be matched lo a vacancy for which he/she is qualified outside of the Unit of Application based on other Mix and Match rules provided that no displacement of another employee results

64.10.2.2 Available Options If Employee Refuses a Job Offer

An employee who rejects an offer that is upheld by the Joint Reasonable Offer Team (refer to 64.11.3) as reasonable must, within 48 hours of being advised of the decision, choose between options (a) or (b) as follows:

a) Accept job offer; or

b) Confirm refusal and terminate with 75% of lump sum payments pursuant to Clause 64.13 2 2

Exception Employees who have been demoted as a result of the direct application of Article 64 and who, in a subsequent mix and match, face a demotion again due to the direct application of Article 64 will be allowed to choose between accepting the demotion or being declared surplus with full entitlements They will not be required to submit to the JROT process.

64.10.2.3 Refusal of an Incumbent Position

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

Management to have voluntarily terminated his/her employment with Inergi.

64.10.3 **Sequence of** Events

The following process shall apply in situations where an adverse impact arises

(i) Where the number of employees exceeds Inergi's needs, Section 64 8 will apply.

(ii) The filling of Society-represented vacancies pursuant to Subsection 65 6 shall be frozen across Inergi during the mix and match period These vacancies will be unfrozen when the mix and match is concluded and surplus employees (if any) are identified

(iii) The mix and match process will take no longer than 4 weeks Prior to the beginning of the 4 week period. Management will provide the JRPT with the following information

- Details on the new organizational structure at a detail level that will indicate the classification, location, number of positions in the new organization,
- A seniority list by pay grade and occupation code,
- Identification in writing of the qualifications and selection criteria for positions without incumbents. for the affected work group

(iv) A standing arbitrator will be appointed at the beginning of each mix and match.

(v) The mix and match process will involve the following steps with viability check after each step:

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

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

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

7. Displacement on the basis of seniority and qualifications to the most junior demotion (descending within salary grades) in the Unit of Application

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

a. If unable to be placed through any of above steps, the employee will be declared surplus.

9. Subject to subsections 64.11.3 and 64.10.2, employees who refuse a placement in the above process will be considered to have resigned from their employment.

64.10.4 Identification of Surplus Employees

The Joint Redeployment and Planning Team will compare the seniority of employees performing work that requires substantially the same qualifications and experience In addition the team will compare the qualifications and experience of displaced employees with the qualifications and experience required by lateral or lower rated positions in the Unit of Application and retain the most senior at that level in descending order. Through this process the Joint Redeployment and Planning Team shall decide by consensus which employees within the Unit of Application have greater seniority and shall be retained to fill the ongoing positions and which employees have least seniority and shall be declared surplus subject lo (a) and (b) below

Seniority rights apply to lateral and lower rated positions but are not applicable to higher rated positions except for prospective reclassifications pursuant to Clause 66 3 1 c The exception to this can occur where there are essentially no lateral or demotional positions with respect to which an employee can exercise his/her Employment Continuity nghts and where the JRPT believes there are reasonable opportunities for promotion The JRPT will identity the Individual employee(s) or categories of employees facing these circumstances and the positions or categories of positions that represent promotional opportunities

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

Employees paid from Schedule 04 will not normally have their seniority considered with employees from Salary Schedules 01. The Joint Redeployment and Planning Team may decide on exceptions when Salary Schedule 04 employees have achieved at least Step 5 and have greater seniority than entry level employees on Salary Schedules 01 or where Salary Schedule 04 is being used as a salary bridge for employees selected to Salary Schedules 01 positions

For the purposes of Subsection 65 6 3 where the Joint Redeployment and Planning Team has agreed to make exceptions based on the above circumstances, such employees paid from Salary Schedule 04 will have priority consideration in the same manner as other Salary Schedule 01 surplus employees Where the Joint Redeployment and Planning Team does not accept that the circumstances warrant exceptions. surplus employees paid from Salary Schedules 04 will have priority consideration for MP2 and equivalent or lower rated vacancies following consideration of the surplus regular employees from within the bargaining unit and before the applications of all other employees

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

In the event that the team is unable to reach consensus on the identification of surplus employees, Inergi will determine who is declared surplus in accordance with the provisions of Subsection 64.10 4

a) Viability of the Work Unit

If the ability of the organizational unit to adequately perform its functions is placed in jeopardy by the application of seniority, the Joint Redeployment and Planning Team may decide to protect sufficient lesser service employees to restore the viability of the organizational unit. If the team is unable to reach consensus. then Senior Management (e.g.. Directors, General Managers) will decide. In situations where junior staff are protected by the implementation of this Subsection. and where the Unit of Application is smaller than a Business Unit. greater service employees who cannot be placed as a result of such protection shall have the right to have their seniority applied across the Business Unit.

b) Employment Equity

If employment equity programs will be seriously set back, the Joint Redeployment and Planning Team may by consensus agree *to* protect sufficient lesser service employees in order to prevent such a set back from happening and extend the same provisions as set out in (a) above This provision is not intended to further or enhance employment equity initiatives Where the team has not reached consensus on the need to protect lesser service employees because of employment equity concerns, then the normal rules for identifying surplus employees on the basts of seniority will apply as outlined above in Subsection 64 10 4

64.10.5 Declared Surplus

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

- The cause of the surplus
- A reference to this Article.
- The expected expiration date of the "vacancy transition phase".

The right to Inergi wide priority consideration for vacancies in accordance with Subsection 65 6 3 if the employee elects to remain for the "vacancy transition phase" or elects to receive his/her severance payment in weekly installments to a maximum of one year

An election form that the employee is required to fill out and return within three (3) working days indicating whether or not he/she wishes *to* remain for the "vacancy transition phase" or to terminate immediately

- The total monetary value of the payment in lieu of notice and severance entitlements
- The anticipated date the employee will vacate his/her position.

64.10.5.1 Voluntary Surplus

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

a) The withdrawal of surplus status will be offered in seniority order to those surplus employees who are qualified to perform the duties and responsibilities of the position of the employee who is volunteering

b) The surplus employee will not be considered for a promotion. but may be considered for a promotion-in-place position

c) This must result in the withdrawal of surplus status from the surplus employee

d) The employee who is volunteering to be surplus will assume the surplus entitlements of the surplus employee who has his/her surplus status removed. A JRPT may recommend that different entitlements be made available to employees volunteering to be surplus.

e) The exchange of employees arising out of the application of these provisions is subject to the approval of Inergi. The decision to approve (or disapprove) will be on the basis of further disruption to the work of the affected work unit.

64.10.5.2 Vacancy Transition Phase (VTP)

Employees who are declared surplus have the option of remaining on payroll for the "vacancy transition phase", which will last for a maximum of six (6) weeks During the VTP, vacancies frozen at the beginning of the mix and match will be unfrozen and management must finalize the selections for these vacancies by the end of this period The posting period will be one week Surplus employees who remain during the VTP will have priority consideration for vacancies in accordance with Subsection 65 6 3 Subject to Section 64 14, surplus employees who remain during the VTP who have not accepted an offer of a position by the end of the VTP will be terminated Surplus employees terminated at the end of the VTP will have their entitlements calculated as of the date of surplus declaration (e g , the period on payroll during the VTP will be deducted from the severance and in lieu of notice payment on termination)

Employees who elect not to remain on payroll during the VTP will be terminated immediately and receive payment in accordance with Section 64.13.

64.11 Job Offers

64.11.1 Acceptance/Rejection of Job Offers

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

64.11.2 Assessment of Suitability

If there is more than one applicant for a vacancy within The Society's jurisdiction, the applicants will be considered In the priority set out in Subsection 65 6 3.

Within each category the most suitable candidate will be selected.

64.11.3 Reasonable Offer Challenge **Process**

A Joint Reasonable Offer Team (JROT) will be established for each Unit of Application established under this Article.

This team will resolve employees' appeals arising from offers made during the mix and match process

The team will meet and make a decision within three (3) working days of receipt of the appeal The decision will become part of the JRPT final report recommendation

It will take into consideration items such as job level, geographical location. responsibilities, status. health, family, legal precedents, community standards and past practices

The team will be made up of two employees representing Inergi and two employees representing The Society The members of the team must be different than those on the Joint Redeployment and Planning Team. The team's membership composition should avoid conflict of interest

The surplus employee is responsible for presenting his/her own case.

64.12 Compensation

64.12.1 Salary Maintenance

64.12.1.1 The surplus employee's base rate of pay will be maintained, including economic increases and special allowances in the case of TMS staff (refer to Article 29), until placement or termination.

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

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

Exception:

An employee who is within three years of eligibility for an undiscounted pension will be entitled to any negotiated economic Increases for the period of time prior to qualifying for the undiscounted pension In the event that the employee does not retire upon qualifying for an undiscounted pension. his/her base salary dollars will be frozen at that time (This would include any economic

increases occurring during the period of time prior to qualifying for an undiscounted pension) At this point. the normal salary maintenance provisions will apply

64.12.1.4 Premiums will be calculated on the basis of the performance standing assessed for the lateral or lower rated job.

64.12.2 Reduction in Hours of Work

(Applicable to Employees paid from Salary Schedules with base 35-hour work week)

64.12.2.1 Principles

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

64.12.2.2 Where employees move to positions where the normal weekly hours are less than In their former positions, the following will apply:

a) The Society and Inergi will attempt to reach a local agreement on a transition which would allow the affected employees to work additional hours above the 35 hour base for an extended period of time with staged reductions.

64.12.2.3 Failing agreement in accordance with Clause 64 12 5 2, the following treatment will apply.

The employee's working hours and salary will be frozen for a six-month period at which point they will be reduced on a pro-rated basis by 2 5 hours They will be further reduced by increments of 2 5 hours every six months thereafter until such time as the hours of work are the same as that of the new position.

64.13 Compensation on Surplus Termination

64.13.1 Payment In Lieu of Notice Entitlement Calculations

All full-time and reduced-hours employees who are declared surplus will have a payment in lieu of notice entitlement calculated as follows:

- no less than a 24 week basic payment in lieu of notice entitlement,

plus

- service-based payment in lieu of notice entitlement equal to the sum of:
  - two (2) weeks per year of service for the first five years of service, and
  - one (1) week per year of service for service greater than five years, and
  - employees with relevant previous experience will receive additional service-based job

search credits based upon their highest salary grade within one year of hiring in accordance with the following

SALARY GRADE HIRED INTO	CREDIT
MP1/FMP11/TMS1-2/TS1/TS6/OSS1-8/	2 weeks
MP2/FMP12/MF22/TMS3/TS7-8/OSS9/	4 weeks
MP3/FMP13/MF23/TMS4/SEI1/TS9-10/OSS10/	6 weeks
MP4/FMP14/SEI2/TMS5/OSS11/	8 weeks
MP5/FMP15/OSS12/	10 weeks
MP6/FMP16/HO1	12 weeks

- For reduced hours employees, the service-based payment in lieu of notice entitlement will be calculated as if all sewice had been worked full-time.

The total payment in lieu of notice entitlement will not exceed 60 weeks.

64.13.2 Severance, Lump-Sum Payments and Voluntary Resignation

64.13.2.1 Severance

Severance pay for the purpose of this Article will be calculated. for employees with less than 20 years' service. at a rate of 2 weeks for each year of service at the date of surplus declaration Employees with a minimum of20 years of service shall receive severance pay of 3 weeks per year of service at the date of surplus declaration to a maximum of 78 weeks It will be calculated at the weekly rate lor base hours of work for the full-time position (refer to Section 71 2) to the nearest whole month (30 days) Credit will be given on a prorated basis for any service which exceeds a whole year lo the nearest whole month (30 days). The relativity allowances paid to TMS staff will be treated as base salary in the calculation of severance for TMS staff

Severance pay is paid only when employment has terminated,

Persons receiving severance pay will not be considered employees for the purpose of any benefit. service accumulation nor for any other purpose from the day of termination except for recall as per Section 64.15.

The maximum amount of severance is 78 weeks.

64.13.2.2 Lump Sum Payments and Voluntary Resignation

On termination. surplus employees will be entitled to their payment in lieu of notice and severance entitlements in the form of a lump sum payment in accordance with the following.

One hundred percent (100%) of their basic payment in lieu of notice entitlement, plus 100% of their service based payment in lieu of notice entitlement plus 100% of their severance pay entitlement, less any period on payroll during the vacancy transition phase if applicable

64.13.2.3 Previous Severance and Lump Sum Payment

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

64.13.2.4 Transitional Assistance

On termination, surplus employees shall also be eligible for the following:

(i) Coverage under Inergi's Health and Dental Plan for a period of nine (9) 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 $4,000 00 upon production of receipts from an approved educational program within 12 months of his/her termination;

(iii) Reimbursement of outplacement services up to a maximum value of two weeks salary (e g. Outplacement counseling, legal or financial counseling, external job search expenses), upon production of receipts.

(iv) Recall and vacancy selection priority rights pursuant to 64,15.

64.13.2.5 Inergi and the Society agree that there may not be individual negotiations with Society represented employees regarding potential enhancements lo any individual's base severance entitlements without the involvement and express written agreement of the Society

64.13.3 Legal Notice of Termination of Employment

It is agreed that compensation for basic payment in lieu of notice and the service-based payment in lieu of notice is sufficient and full notice as per the requirements of the relevant legislalion This Article meets the requirements of the Canada Labour Code for federally regulated employees

64.14 Termination of Employment

If a surplus employee who elects to remain on payroll during the Vacancy Transition Phase is not placed by the end of this Phase he/she will be terminated with severance pay entitlement as per Sub-clause 64.13.2.2.1 "Severance".

Surplus employees on rotation may continue employment with Inergi beyond the Vacancy Transition Phase at the discretion of the receiving unit (I e , the unit with the rotational assignment) Normally the extension will be for the duration of the rotational assignment. but a cancellation provision (minimum of 30 calendar days) may be included as one of the terms of the rotational assignment at the discretion of the receiving unit For the period of employment following the expiration of the Vacancy Transition Phase, employees will be considered per Clause 65 6 3 (f) for selections to corporate vacancies The period of employment extension shall not be used for the calculation of any entitlement (e g , severance and payment in lieu of notice) under this Article

In all other respects, the affected employees will be treated as regular employees under the Collective Agreement.

Throughout this Article wherever surplus employees eligible to retire terminate their employment voluntarily or involuntarily. such employees will be entitled /o full retirement benefits in addition Io full entitlements under this Article

64.15 Recall Rights

Employees whose employment is about to terminate are entitled Io the following.

a) A terminating surplus employee will be eligible for either

- a weekly paid severance payment with entitlements to recall within Inergi;

or

- a lump sum severance payment with no right to recall.

b) Terminated surplus employees with more than 3 years service will be eligible for recall rights for 12 months from the date of their termination Employees on Schedule 04 or who have less than 3 years service will be eligible for recall rights for 24 months from the date of their termination

c) Former surplus employees with recall rights will be considered for vacancies in the bargaining unit as per Subsection 65 6 3, including their right to grieve non-selection (refer to Subsection 65 6 3)

d) Weekly severance payments will cease in the event a terminated former surplus employee is rehired.

e) Severance pay received prior to recall will be subtracted from any future severance pay entitlements under this Article.

f) Persons on recall are not employees and shall not be entitled to any benefits provided to employees except recall rights as noted above.

64.16 Relocation and Housing Assistance

64.16.1 Inergi will restructure the cost of relocation so it mitigates the disincentive in the redeployment of surplus staff.

64.16.2 A surplus employee in a community where Inergi's presence influences the housing market may avail himself/herself of the House Evaluation and Guarantee Plan in accordance with the Inergi policy

65 VACANCIES (RELIEF, ROTATIONS AND SELECTIONS)

65.1 Intent

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

65.2 Definitions

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

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

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

65.3 Advance Planning

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

65.4 Relief

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

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

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

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

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

65.5 Rotations Within the Bargaining Unit

(This Article does not apply to rotations outside the unit.)

Rotations are used to accomplish work for situations that occur between short-term relief and on-going positions. At the completion of the rotation, the employee will return to his/her original position or a comparable position normally within the sending unit. except

in the circumstances where the employee is surplus (see Article **64).**

65.5.1 Principles

Job rotations serve many purposes such as:

a) to provide development opportunities to employees consistent with their career objectives,

b) to allow Management to meet temporary work programs and work load requirements.

c) to manage work performance or to test skills and capabilities where it is believed that an employee's skills and capabilities may be better utilized in another position;

d) to broaden the experience of employees so that they may better perform their regular jobs;

e) to provide employees with the opportunity to develop new skills for career advancement or to enhance career options in the case of anticipated redeployment or technological change which could result in skill redundancy or obsolescence;

f) to meet Inergi's employment equity objectives:

g) to provide Management with flexibility in resourcing regular positions as a result of employees being provided rotational opportunities and temporary relief assignments

65.5.2 Rotations which are expected lo last six **(6)** months or longer in duration will be posted unless there is agreement with the Society The scope of the posting will be determined by the receiving unit and may be within the Department, Division/Business Unit or Inergi-wide Inergi will post rotational opportunities on the Inergi website

Unless there is mutual agreement. the rotation will not continue beyond two years except where the position is formally identified as an ongoing training position

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

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

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

65.5.4 Employees selected for rotation will be provided with a letter in advance of the rotation stating the nature, terms and conditions of the assignment, including rotation duration and details of the performance appraisal process These terms and conditions should be mutually acceptable.

65.5.5 An employee, other than those who are surplus, who accepts a job rotation will be given a guarantee by the sending unit that he/she can return to his/her original position, if available, or to a comparable position normally with the sending unit.

65.5.6 Terms and working conditions while on a job rotation will comply with all applicable Articles In the Collective Agreement concerning pay treatment, overtime. performance pay plan and appraisal process, moving expenses, travel expenses and related Inergi policies.

65.5.7 Employees should not be restricted from applying lo advertised vacancies or from being subsequently released from the rotational assignment if selected where the employee is surplus or the vacancy represents a promotion

65.5.8 Performance feedback is an essential ingredient in any rotational assignment and should be provided during and upon completion of the rotation. A rotation should not normally have a negative effect on an employee's performance pay standing.

65.6 Selections for **Ongoing** Positions **(i.e.,** Assignments Other Than Relief **or Rotations)**

65.6.1 All vacancies for ongoing positions (i e , assignments which **do** not fall into the category of relief or rotations) shall be advertised Inergi-wide **by** having the vacancies posted on the same designated day each week, unless there is agreement with the appropriate Society representative or the following conditions apply

a) during implementation of Article 64 (Redeployment, Surplus Staff Procedure and Change of Employer);

b) laterals or demotions in the case of sickness, employees with disabilities or special needs; employees returning from rotations, LTD, leaves of absence, foreign assignments. secondments/assignments outside Inergi;

c) performance management that takes place following Consultation with the Society;

d) ongoing exceptions in specified organizational units where there has been joint agreement by the parties.

e) "promotions" within a promotion-in-place plan or a proposal which has the joint agreement of the Issues Team in accordance with Subsection 321.3.1. Vacancies for positions in a promotion-in-place plan will be advertised in a manner which informs employees that the position **is** included in a promotion-in-place plan and that where the **best** candidate does not satisfy the qualifications or experience required for the end position the employee may **be** offered the position at a lower rate and be promoted in place.

Employees in categories (a) to (e) in subsection 65 6 3 will be considered at all levels of the PIP prior to those employees in categories **(f)** to **(h)** and subject to unit viability Unit viability which

would alter this consideration will be discussed in advance of advertising the PIP.

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

- future work planning needs

providing developmental opportunities for lower-rated staff outside of the promotion-in-place plan

- current work requirements
- unit viability and the need to have sufficient number of staff in the end positions

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

f) a regular position currently held by an employee where a job review has resulted in a change in salary schedule and/or salary grade.

g) to fill vacancies with the same occupation code within six (6) months of the ongoing posting, in which case Management may select from the previous list of candidates, after checking that surplus employees have not become available for consideration since the vacancy was last advertised;

h) to meet legislative requirements.

65.6.2 All applications which represent a promotion must be processed

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

a) Applications from employees with less than one year's service in their current position will be processed and considered if the employee's supervisor agrees.

b) Applications from employees with one to three years' service in their current position will be processed and considered if in the opinion of the current supervisor and the hiring supervisor, the move on balance would be in the best interest of Inergi and the employee

c) Applications from employees with over three years' service in their current position will normally be processed and considered unless the move would seriously jeopardize the viability of the work unit.

65.6.3 **Selection Priority for Vacancies**

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

a) Surplus Society-represented applicants who have elected to remain on payroll for the "vacancy transition phase" for whom the vacancy represents a lateral or demotion including surplus trainees applying for MP2 or equivalent or lower rated positions on Schedules 01 and 02 who have progressed to at least Step 5 and who were mixed and matched with Schedule 01 and 02 employees;

b) Surplus employees paid from Salary Schedules 04 or 18 who were not mixed and matched with Schedule 01 and 02 employees and who have greater seniority than Surplus Applicants on Salary Schedules 01 and 02 and have elected to remain on payroll for the "vacancy transition phase" will have priority consideration for MP2 and equivalent or lower rated vacancies before the applications from all other individuals other than those in (a) above

c) Surplus Management Compensation Plan (MCP) applicants from positions that are excluded from the Society for whom the vacancy represents a lateral or demotion who remain on payroll during the six week period following their surplus declaration.

d) Surplus terminated persons with recall rights pursuant Io Section 64.15

e) Rehabilitative employees pursuant to Section 46 5.

f) All regular Society-represented and regular MCP applicants to the vacancy This includes applicants from another Society bargaining unit with selection priority pursuant to the transition provisions in Article 9.

g) Temporary employees and employees temporarily included in the Society's bargaining unit paying Society dues (See Section **5.2).**

h) Members of other bargaining units who are active employees of Inergi

I) External to Inergi.

Assessment of the suitability of a surplus employee for a lateral or lower level placement opportunity will include education, experience, personal contribution factors and potential for training to perform the job requirements within a reasonable period of time (e g. up to six (6) months). A surplus employee who is placed and who requires additional training Io perform the job requirements will be provided with assistance to obtain the necessary training and development to perform the new job requirements. Inergi will restructure the cost of retraining so it mitigates the disincentive in the redeployment of surplus staff.

A determination that none of the applicants in category (a) is qualified or qualifiable within a reasonable period of time is required before considering the applicants from the next category The same is true with respect to categories (b), (c), (d), (e), (f) and (g) "Qualifiable" means that the employee can perform the job requirements normally within 6 (six) months

See subsection 65 6 1 for priority consideration of applicants to promotion in place plan vacancies.

Inergi agrees to grant priority to Society represented employees who are surplus and to those who fall within subsection 65 6.3(e) who apply for positions excluded from all union jurisdictions and for whom the vacancy represents a lateral or demotion, after the consideration of surplus applicants who are excluded from all unions for whom the vacancy represents a lateral or demotion and prior to consideration of all other applicants.

Regular MCP applicants are granted the same priority consideration as regular Society-represented applicants at level (f) on condition that Society-represented applicants are granted the same priority consideration as MCP applicants for MCP vacancies except as otherwise provided for in this sub-section

65.6.4 In determining who is the best qualified candidate for positions, in each category of subsection 65 6 3, the primary basis for the selection of employees is their assessed capability to perform the necessary work The selection criteria would normally include but not be limited to the following,

a) requirements including skill. knowledge, education. experience, transferable/generic skills such as analytical skills. communications skills project management skills. consulting skills, self-management skills, accountability, responsibility. etc ,

b) the candidate's past track record and what she/he brings to the position;

c) the candidate's potential to develop competence for more senior positions;

d) the need to meet legislative requirements;

e) the need to balance the overall requirements of the work unit.

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

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

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

a) Surplus and non surplus employees are normally expected to have made application to a vacancy by the closing date.

b) It is recognized that in some instances, there will be applications bled after the official closing date. In these cases, unless the closing date is FIRM, late applications must be filed with the advertising

location NOT later than the date that the "short list" of applicants is finalized for formal consideration.

The term "Short List" refers to the first list of applicants who Management plans to interview for a vacancy

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

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

65.6.8 Inergi shall provide copies of all offer letters, including for rotational assignments. to the Society Unit Director and Society Delegate.

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

65.6.10 All positions on salary schedules 01, 02, 04, 05, 06, 08, 13, 18 and 22 which are excluded under the Recognition Clause and first-level MCP vacancies including rotational opportunities expected to last longer than six months will be posted on appropriate bulletin boards (and through electronic means where possible).

65.6.11 Release of Employees Selected to a Vacancy

Intent:

a) Inergi will strive to facilitate the expeditious release of employees who are selected to a vacancy

Normally, employees should be released within 90 days of the vacancy selection In the event that a release date greater than 90 days appears likely, Management will discuss the reasons for the delay and a release date with the Society.

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

66.1 Definitions

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

"Higher-Rated" Job:

A job paid from.

a) the same salary schedule and is a minimum of one salary grade higher than the employee's current job; or

b) a different salary schedule in which the salary level is greater than In the employee's current job, measured by salary grade reference points (100%).

"Lateral Transfer":

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

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

b) a different salary schedule in which the salary level is equivalent to the employee's current job, measured by salary grade reference points (100%)

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

66.2 Promotion

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

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

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

66.3 Reclassification as a Result of a Job Re-evaluation

66.3.1 Reclassification may occur under several circumstances:

a) when the salary grade for a job increases with no change in the employee's actual job duties/responsibilities;

b) when the employee has been and will continue to perform additional job duties/responsibilities;

c) when additional job duties/responsibilities are to be added to the job

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

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

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

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

66.3.4 Retroactivity which results from a reclassification decision will be paid within 60 calendar days of the decisions (i.e., if no dispute, date of Management decision to implement; if dispute goes to grievance, date of Step 2 decision or date of arbitration award.

66.4 Relief Pay

An employee will receive a salary increase after five (5) consecutive days when temporarily relieving in a higher-rated position or after 10 cumulative working days Where such increases occur they will be paid retroactive to the first day of relief The amount of increase should reflect the increase in job demands and responsibilities

66.5 Lateral Transfer

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

66.6 Demotions

An employee who voluntarily accepts placement in a lower rated position will have his/her current base salary dollars frozen until the employee's current pay entitlement as determined by the salary grade and performance standing exceeds the frozen level. An employee may apply to the Society in advance of submitting a job application and/or acceptance of a job offer for an exemption from this provision. Exceptions that occur as a result of performance management (Clause 65.6.1 (c)) require advance consultation with the Society.

67 PURCHASED SERVICES

67.1 Scope

This Article is intended to provide an efficient approach to making good business decisions involving the use of purchased services in accordance with and subject to fulfilling commitments to employees What follows is based upon the belief that there is value and benefit to the employee, the Company and the customer if

- There is an improved understanding as to why purchased services are used

Employment security and career opportunities are enhanced by a productive. healthy and cost effective organization.

We collectively strive for excellence by continuously improving whatever we do and by fully utilizing the capabilities of all employees

The Society and Management work together and act responsibly balancing the interests of the customer. the company and the employee in decisions relating to the use of purchased services.
This is a way of deciding how work gets done. It is not intended to hinder getting work done.

67.2 Assignment of Work

67.2.1 Philosophy

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

67.2.2 Principles

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

a) We will within tnergi have all work conducted as effectively as possible.

b) We will measure the effectiveness of all work by its impact on staff, on the business, on the environment and by its ultimate Impact on our customers.

c) We will do most core work with regular Society represented employees if they can perform it well and effectively.

d) We will determine when work is lo be done by non-regular Society-represented staff through a front-end consultative process with Society representatives

e) We will achieve consistency through the use of these principles versus policy and procedure

67.3 Decision Process

67.3.1 Responsibility for Decisions

The party responsible for applying the decision process, including making timely decisions and taking responsibility for them is management

67.3.2 **Definition** of Need

Management will consider what work must be done and why and Include such dimensions as:

- when it must commence and the duration of the work,
- the quantity of resources required,
- the quality of the results;
- the skills required and their availability internally and externally; and
- safety requirements

67.3.3 **Alternatives**

Management will consider such alternatives as

- do the work internally,
- do the work internally and plan to do it externally in future,
- do part of the work internally and part externally,
- do the work externally and agree to acquire capability to do the work internally in future, or
- do the work externally.

67.3.4 **Evaluation**

Management will evaluate the alternatives considering the impact on the customer, employees and the business. The total effectiveness of the alternatives will be evaluated considering both the short and long-term impacts. In given situations, certain criteria may be given a greater or lesser degree of importance. Such criteria as

- reliability of service to the customer,
- responsiveness to customers.
- employment continuity,
- career opportunities.
- ability to perform work,
- degree of overtime required for the work,
- availability of resources.
- cost.
- timeliness.
- quality.
- need for control over results,
- safety, and
- impact on environment

will be assessed

67.3.5 Subject to Subsection 67.4, decisions to use purchased services during the year will be made by management considering all the relevant criteria with the goal of selecting the most effective option.

67.4 **Limitations** and Caps

67.4 (a) Blanket annual PSA approval will be granted by the Society to Inergi at the beginning of each calendar year, subject to the following conditions:

(I) The parties agree that the number of contractors within the bargaining unit shall not exceed 20% of the total number of bargaining unit employees in any given calendar year.

(ii) The 20% figure shall be calculated over the 12 month calendar year. The parties shall meet at the end of every calendar year in order to review the number of contractors used during the previous calendar year.

If the number of FTE's arrived at through the calculation outlined in (ii) above exceeds 20% of the total number of employees within the bargaining unit The Company agrees to pay to the Society a sum equal to the weekly dues, for each contractor in excess of 20% which would have been paid to the Society had the Contractor been a Regular or Temporary employee Such payment will cover the entire period spanning the commencement of the Contractor(s) employment and the end of the employment The determination as to the length of period that dues shall be paid shall be done through an averaging of the total length of time contractors were employed during the twelve month period

(iii) The factor for determining the 20% figure shall be the addition of the number of contractors used throughout the previous 12 months and then dividing said sum by 12.

67.4 (b) Management agrees to provide the Society with the following information and data with regard to use of contractors throughout the calendar year

- Date of the commencement of the contract
- Number of contract employees involved in the contract
- Date of expected and scheduled end of contract
- Dale of actual end of contract
- Purpose for hiring contractor(s)
- The work which the contractor(s) shall be performing
- Cost of the Contract

The foregoing information and data shall be provided to the Society within 10 working days of the commencement of the Contract

67.4 (c) Any disputes between the parties arising from the administration, application or interpretation of this article can be made subject to the grievance/arbitration procedure of this collective agreement

67.4 (d) For the purposes of absolute clarity. the parties agree that a "contractor" shall be defined as anyone employed by the Company on-site for any given period of time. who performs work which is normally, or could be, performed by Society represented employees and who is not a Regular or Temporary Society represented employee

68 HOURS OF WORK

68.1 The M&P Salary Schedule (01) applies to 35 hours of work per week, with regular scheduled hours between 35 and 40 hours per week paid on a prorated basis.

68.2 The TMS Salary Schedule **(08)** applies to 40 hours per week.

68.3 The M&P Development Schedule (04) apply to 35 hours of work per week.

68.4 Reduction of Hours **of** Work

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

a) The Society and Inergi will attempt to reach a local agreement In advance of the change on **a** transition which would allow the affected employees Io work additional hours above the 35 hour base for an extended period of time with staged reductions.

b) Failing agreement in accordance with **(a),** the following treatment will apply:

I) Where an employee is within 3 years of eligibility for an undiscounted pension, the employee's normal hours of work will not be reduced for 3 years, or until such time the employee is eligible for an undiscounted pension if earlier, and the employee will continue to receive economic pay adjustments. If the employee does not retire upon qualifying for an undiscounted pension, then their hours of work and base rate will be immediately reduced to the hours and rate of the position.

ii) For other employees than those in category (i), the employee's working hours and salary will be frozen for a six month period at which point they will be reduced on **a** pro-rated basis by 2 5 hours They will be further reduced by increments of 2 5 hours every six months thereafter until such time as the hours of work are the same as that of the new position

68.5 Inergi will comply with legislative requirements regarding hours of work

69 REDUCED BASE HOURS (40 HOUR WORKERS)

The base hours of work for employees whose regularly scheduled hours of work are 40 hours is 39 hours per week.

These employees will continue to work 40 hours per week, banking one hour per week at straight time.

a) The normal scheduled and paid hours of work will remain at 40 per week.

b) Overtime rates will be paid for all hours in excess of normal scheduled hours

c) 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.

d) Banked time may be taken off in a minimum of half day (i e four hour) increments

e) Banked time accumulated in a calendar year must be taken by April 30th of the following year.

f) Where an 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), unused banked time entitlement will be assigned on the last working day(s) prior to April 30th

g) 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.

h) 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 parental leave.

I) When an employee terminates or when an employee is appointed 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.

70 ALTERNATE HOURS OF WORK ARRANGEMENTS

70.1 Principles

70.1.1 That any alternative arrangements will positively affect our customers. That cost, quality. service and value are key to our success.

70.1.2 That work is best achieved when individuals manage their own time and accept the accountability and the responsibility for the results.

70.1.3 That processes for negotiating and establishing hours of work arrangements will be uniform across Inergi, and accessible to all The processes will be designed lo ensure equitable treatment However the results of applying the processes may differ from location to location and unit to unit

70.1.4 That decisions should be made at the most appropriate level that is closest to the work being done

70.1.5 That individual concerns will be factored into group proposals and wherever possible, participation In changed hours of work will be on a voluntary basis

70.2 Application

The procedure described in this Article applies to all forms of alternate hours of work arrangements

70.3 **Definitions**

"STANDARD HOURS OF WORK" are to be worked to provide coverage for the business hours. For people assigned to day work, the standard hours of work shall not begin before 7:00 am nor end after 6:00 pm. They are:

- for 35 hour/week staff - Monday through Friday, 7 hours per day and
- for 37.5 hour/week staff - Monday through Thursday, 8 hours/day and 5.5 hours on Friday and
- for 40 hour/week staff - 8 hours per day, Monday through Friday.

In the absence of any other agreed upon arrangements these are the hours which will be worked

In situations where there is need for 24 hour and/or 7 day/week coverage the hours of work will be a matter of local arrangement

"NORMAL HOURS OF WORK are either the standard hours of work or another arrangement as agreed upon using this process.

"STANDARD BUSINESS HOURS" are determined by the needs of the business and the customers

FLOW CHART OF THE PROCESS

Normal hours of work/business hours
↓
Identify need for change
↓
Communicate need
I
Develop options
↓
Analysis
I
Decision
I
Negotiations/Approvals
I
Implementation
↓
Monitoring

70.4 Overtime

Hours worked in excess of the normal hours of work will be considered to be overtime except where there has been agreement between the supervisor and the employee for the employee to work in excess of normal hours to make up time

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

70.5 **Process**

70.5.1 Identify Need for Change

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

70.5.2 Communicate Need **for** Change

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

70.5.3 Develop Options

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

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

70.5.4 Analysis

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

70.5.5 Decision

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

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

70.5.6 Negotiations/Approvals

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

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

70.5.7 Implementation

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

70.5.8 Monitor

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

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

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

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

71 REDUCED HOURS OF WORK (RHOW) ARRANGEMENTS

71.1 Principles

71.1.1 Employees working RHOW are regular employees and have equal access to all Inergi policies and agreements (e.g. employment continuity).

71.1.2 The RHOW arrangement must be mutually beneficial **and** acceptable to both the employee(s) and to Inergi.

71.1.3 The benefit entitlement will be prorated, wherever possible and appropriate

71.2 Definitions

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

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

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

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

71.3 Guidelines

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

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

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

The appropriate level of service to both external customers and internal customers/clients should be provided. There should be identification of the customers/clients of the work unit and the service provided by the work unit to these customers/clients, and anticipation of the impact of the reduced hours of work arrangement on the service provided.

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

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

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

71.4 General Conditions - Reduced Hours Arrangements

71.4.1 Advertised Vacancies, Performance Pay, and Employment Continuity

Employees who are on Reduced Hours are regular employees and will be treated accordingly Therefore, they will be (a) eligible to apply and be considered for advertised vacancies, (b) given annual performance reviews, (c) where applicable. participate in the Performance Pay process, and (d) have access lo the Article 64

71.4.2 Established Commencement Date (ECD)

ECD will be manually adjusted at the beginning of each year, lo reflect the normal (scheduled reduced) hours worked in the previous year while on Reduced Hours, or at such intervals as may be necessary. to reflect the

equivalent full years worked ECD will not be adjusted for sick leave purposes

71.4.3 **Vacation Credit Date (VCD)**

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

71.4.4 **Service Recognition Date (SRD)**

For recognition of 5, 15, 25, and 40 years of service with Inergi, the SRD will not be adjusted

71.4.5 **Wages**

Reduced hours employees will be paid for normal (scheduled reduced) hours worked, based on the hourly rate for their base hours Wages will be prorated based on the proportion of the normal (scheduled reduced) hours of work compared to the base hours of the work unit or the appropriate full time position.

Example: Base Hours = 35 per week.

Base Salary = $700 00 per week.

Normal (Scheduled Reduced) Hours = 21 per week.

Normal (Scheduled Reduced) Hours Salary = $700 00 x 21/35 = $420 00 per week

71.4.6 **Pension Plan**

71.4.6.1 **Pension Plan Membership**

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

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

and/or

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

71.4.6.2 **Pension Plan Deductions**

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

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

Calculate **4%** of the base earnings up to the first **$32,000 (4/100 x $32,000 = $1,280)**

Calculate 6% of the portion of base earnings exceeding the first $32,000 **($45,000 - $32,000** = $12,800) (6/100 x **$12,800 = $768)**

Calculate proportional Pension Plan contributions **($1,280 + $768** = $2.048) (20/35 x **$2,048** = **$1,170.29)**

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

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

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

Service for termination benefits, currently defined by the Pension Termination Service Date (PTSD), is to be credited on a calendar basis starting with the date of hire Service related to the PTSD is not prorated

71.4.6.3 Pension Calculation

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

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

20 + 5/2 + **10** = 32.5 years pensionable service
30 + 5/2 x 2% = 65% pension.

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

The calculation is as follows

(30 + 512) x 2% = 65% pension
annualized pension is $50,000 x 65% = $32,500/year

71.4.7 Life Insurance

Probationary employees after 3 months service and all regular employees are covered under the Group Life Insurance Plan. Membership in the plan begins on the first day of the month following the date the employee completes 3 months of probationary service or is granted regular status. The basic Insurance (2 times salary) plus any additional term insurance will be prorated in accordance with the prorating of wages above.

71.4.8 Health and Dental Benefits

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

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

71.4.9 Sick Leave

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

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

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

Example

100% Entitlement Accumulation

- Employee works 21 hours per week 21/35 x 8 days = 4.8 days, rounded to 5 days

75% Entitlement Accumulation

-Employee works 21 hours per week 21/35 x 15 = 9 days.

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

71.4.10 Long **Term Disability (LTD)**

An employee will become a member when given regular status following **his/her** probationary period Benefits will be based on the employee's normal (scheduled reduced) earnings. excluding overtime and allowances

71.4.11 **Accident** Insurance

Employees are eligible for **100%** benefit.

71.4.12 Statutory **Holidays**

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

DAYS WORKED PER WEEK	NUMBER OF DAYS ENTITLED TO PER YEAR
1	2
2	4
3	6
4	8
5	10

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

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

71.4.13 **Floating** Holidays

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

3/5 x 3 days = 1 8 rounded to neatest half day = 2 days

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

71.4.14 **Vacation**

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

B. For one year, or more:

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

Example - (a)

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

20 x 3/5 = 12 scheduled days off.

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

Example (b)

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

20 x 5/5 = 20 scheduled days off

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

71.4.15 **Overtime**

The normal lieu time provisions will apply. Overtime will be paid at appropriate rates for:
hours worked beyond the base full-time hours on a day (unless additional hours are part of the RHOW arrangement);

- hours worked beyond the base full-time hours in a week;

hours worked on a Saturday, Sunday or statutory holiday that is not a normally scheduled day.

71.4.16 Pregnancy/Parental Leave

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

71.4.17 Unemployment Insurance Contributions

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

71.4.18 Canada Pension Plan (CPP)

CPP contributions are based on gross earnings

71.4.19 Workers' Compensation Benefits

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

71.5 Termination of the RHOW Agreement

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

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

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

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

(SAMPLE) REDUCED HOURS OF WORK AGREEMENT

To. _____Department. _____

Effective date. _____
Type of Arrangement: ___Individual ___ Job Sharing ___Temporary Work

The following information is pertinent to your Reduced Hours of Work Agreement with Inergi.

1. Hours of work

_____ days (_____ hours) per week, _____ hours per day

2. Salary

Weekly salary will be $ _____ per week based on scheduled reduced hours of per week at Schedule ____ Grade _____.

3. Health and Dental Benefits:

Indicate, by circling the appropriate "yes" or "no", whether or not you are exercising the option of receiving full benefit coverage for semi-private hospital coverage, extended health benefits, and/or dental benefits, using payroll deductions to reimburse Inergi for the cost consistent with the appropriate proration. Should you elect health and/or dental benefits, the monthly cost will be as follows:

Elected Coverage
Semi private hospital coverage _____%$_____Yes / No
Extended Health Benefits _____%$_____Yes / No
Dental Benefits _____%$_____Yes / No

4. All other terms and conditions will be in accordance with the Article on Reduced Hours of Work for Society Represented staff.

The trial period will be for ____ months. The parties agree that the agreement can be terminated with one month's notice during the trial period in the event the arrangement is unsuccessful.

If you agree with the conditions set out above, please sign one copy of this agreement for your Personnel File. Also, please indicate if you wish to be covered by any, or all, of the above health and dental benefits.

Manager: _____ Employee. _____
Date signed: _____ Date signed: _____

cc: *Human Resources office* *Society Unit Director*

71.6 Responsibilities

The *Employee(s):*

The employee(s) should discuss his/her interest in a Reduced Hours of Work agreement with the manager/supervisor An employee who wishes to work Reduced Hours should prepare a proposal for doing so The proposal should include a current job description and ways in which the job requirements could be met under a Reduced Hours of **Work** agreement It should include suggestions for methods of communication among Regular staff members, their managers/supervisor, customers and clients with whom the job interfaces. as per the Guidelines (Section 71 3**)**

The *Manager/Supervisor:*

The Manager/Supervisor is responsible for determining if a Reduced Hours of Work agreement is appropriate and in certain instances may initiate action to implement such an arrangement The Manager/Supervisor will discuss the possibility of a Reduced Hours of **Work** agreement with interested employees to assist them in establishing appropriate arrangements The Manager/Supervisor will identify issues specific to the job which need to be addressed, inform employees of their entitlements and approve the proposed Reduced Hours of Work agreement after the appropriate review

The Manager/Supervisor is responsible for ensuring that the productivity in the work unit does not deteriorate as the result of a Reduced Hours of **Work** agreement If productivity is seen to decline. the supervisor should work with the incumbent(s) to identify

ways to improve the situation

72 PEAK DEMAND HOURS ARRANGEMENTS

72.1 Intent

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

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

Once it has been decided to apply this Article within a business unit. Management will meet with the Society to determine how best to apply these guidelines in their particular situation The parties are not required to rigidly adhere to the guidelines in Appendix V and may revise them as they deem appropriate

Either party may refer unresolved items to "interest" arbitration for resolution

72.2 **Process**

The parties will develop a design for the Peak Demand Hours Arrangement in local areas using Appendix V as a guideline, including an implementation plan for the arrangement That plan could involve staffing the arrangement with volunteers on a test basis The volunteers would have to volunteer for a full 12-month cycle The fact that an individual did not volunteer will not negatively reflect on his/her performance evaluation The results of that test application could be reviewed by the parties This review might result in revisions to the arrangement

It is expected that ultimately the arrangement would become a local mid-term agreement.

73 WORK SHARING

73.1 "Work sharing" occurs when sufficient members of a work unit agree to work fewer hours for reduced compensation in order to accommodate a temporary reduction in work load and to help maintain employment continuity in the event of an adverse impact situation under Article 64 - Redeployment, Surplus Staff Procedure and Change of Employer.

73.2 Work sharing is a temporary arrangement A work sharing arrangement will normally not exceed one year in duration but can be extended by mutual agreement Beyond a period of one year, a work share arrangement will normally be governed by the terms and conditions of Article 71 - Reduced Hours of Work (RHOW) Arrangements

73.3 The Society will be involved in the discussion and negotiation of the work sharing arrangement.

73.4 The size of the work unit involved in the work share will be the subject of joint agreement between Inergi and the Society. The agreement of the employees participating in the work sharing arrangement must be obtained prior to implementation. A sufficient number of employees in the work unit must participate in order to make the work share a viable working arrangement.

73.5 Either party to a work sharing arrangement will have the right to terminate it with 30 days' written notice Following termination of a work sharing arrangement, the previous hours of work arrangement will be reinstated Reduction in the number of employees in a work sharing arrangement through attrition. promotion, etc will result in a joint review in order to ascertain the continued viability of the work share

73.6 Employees participating in a work sharing arrangement remain regular employees

73.7 Reduction in hours of work pursuant to a work sharing arrangement will not exceed 20% of regular hours and will be matched by an equivalent reduction in salary for a maximum of one year.

73.8 Employees participating in a work sharing arrangement will retain full benefits coverage during the term of the work sharing arrangement up to a maximum period of one year

73.9 Pension, life insurance and LTD coverage will continue to be calculated against regular base earnings during the term of a work sharing arrangement up to a maximum period of one year.

73.10 Employees will continue to participate in the performance pay process while participating in a work sharing arrangement.

73.11 Employees will not be declared surplus while participating in a work sharing arrangement, This section will be suspended during the operation of Article 64 -- Redeployment, Surplus Staff Procedure and Change of Employer.

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

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

74.1 If a job/function is not performed. it is considered "essential work" if it would result in'

a) a dangerous or unsafe situation for employees or the public;

b) a threat to the environment;

c) damage to equipment, systems or property;

d) the violation of licenses, regulations or other statutory requirements as applicable in (a), (b) and (c) above;

e) activities going undone which are required to support employees who are performing essential work in accordance with (a), (b), (c) and (d) above,

f) such other condition or concern as may be reasonable in the circumstances.

74.2 The process for identifying and assigning work will be a joint process involving a Management representative(s) designated by the Business Unit and the Society Unit Director/designate(s) of the Business Unit As a part of this process, an employee will advise the Management Representative(s) and the Society Unit Director/ designate(s) in a timely manner as to whether he/she will accept the tentative work assignment Due consideration will be given Io family or extenuating personal circumstances raised by an individual employee prior to assigning essential work

74.3 Requests to employees to accept essential work assignments will contain as much information about the assignment as possible, such as work location and training schedules. It is expected that Management will request work assignments as close to employees' home locations as possible.

74.4 In the event that the Society claims that an activity is not "essential". it may make a claim before George Adams as facilitator/arbitrator, who shall make a ruling on an expedited basis.

74.5 Inergi may assign work involuntarily to Society-represented staff if no MCP or qualified Society volunteers are available There is no obligation to assign MCP before seeking a Society volunteer.

74.6 Any proposed shift schedules which may be worked by Society-represented employees during assignment to non-bargaining unit work shall be reviewed by the appropriate Society Unit Director/designate prior to the official issuance of the shift schedule

74.7 Employees assigned to essential work will have the appropriate skills and training Io perform the duties.

74.8 The terms and conditions of compensation for performing essential work are as follows

74.8.1 General

74.8.1.1 All policies and practices and t e n s of the collective agreement which normally apply to Society-represented staff will continue to apply during a strike/lock-out unless modified, replaced or set aside in accordance with this Agreement

74.8.1.2 All employees, including employees not assigned Io work of another bargaining unit, will continue to receive their normal pay rate. including performance standing, for their regular job.

74.8.1.3 For those employees who normally work shifts, all existing shift schedule arrangements, including time-balanced schedules, will be suspended from the date the work stoppage commences until the work stoppage ends. Compensation treatment will be equitable for all employees assigned to essential duties during the work stoppage

74.8.1.4 All employees assigned to essential duties will be compensated based on a 35-hour work week. As a minimum. employees will continue to receive pay equivalent to their normal base earnings For employees whose rate is normally based on a 37 5 hour or 40 hour week, a premium of 0 5

times the hourly rate will apply after 35 hours in a week until their normal hours of work (i e , 37.5 or 40) is reached Overtime beyond this will be compensated at the appropriate overtime rate.

A positive time balance will be paid at the termination of the essential service assignment and a negative time balance will be written off

74.8.1.5 For situations involving the crossing of picket lines, refer to Article 77 of the Collective Agreement ("Crossing Picket Lines of Other Unions").

74.8.2 Compensation

74.8.2.1 Scheduled Work on Weekdays

74.8.2.1.1 Employees assigned to essential work will be compensated at straight time rates for the first seven (7) hours of work The following seven (7) hours worked shall be compensated at time and one half subject to treatment for employees normally working 37 5 or 40 hours a week as outlined in Clause 74 8 1 4.

74.8.2.1.2 All hours worked in excess of fourteen (14) continuous hours shall be Compensated at:

a) double time; or

b) straight time plus an hour off for each hour worked in excess of fourteen (14) hours

74.8.2.2 Scheduled Work on Saturdays, Sundays, and Statutory Holidays

74.8.2.2.1 All employees assigned to work shifts and scheduled to work on Saturdays and Sundays will receive straight time pay for the first seven hours worked as part of a normal scheduled work week.

74.8.2.2.2 All employees assigned to work shifts will receive straight time pay for the first seven hours worked on a statutory holiday as part of their normal scheduled work week. One hour off for each hour worked up to the statutory holiday credit (seven hours) will be given at a later date acceptable to the employee and Management.

74 8.2.2.3 The appropriate shift allowances as per Article 59 ("Shift Work [M&P, TMS]") and Article 61 ('Shift Work [FM&P]") will be paid to all employees required to work shifts

74.8.2.3 Overtime Worked on Saturdays, Sundays and Statutory Holidays

74.8.2.3.1 Employees shall be compensated at time and one half for the first fourteen (14) hours worked on a Saturday.

74.8.2.3.2 Employees shall be compensated at double time for the first fourteen (14) hours worked on a Sunday.

74.8.2.3.3 Employees shall be compensated at double lime for the first fourteen **(14)** hours worked on a statutory holiday. In addition, one hour off for each hour worked up to the statutory holiday credit (seven hours) will be given at **a** later date acceptable to the employee and Management.

74.8.2.3.4 All hours worked in excess of fourteen **(14)** hours on a Saturday, Sunday or statutory holiday will be compensated at:

a) double time, or

b) straight time plus an hour off for each hour worked in excess of fourteen **(14)** hours

74.8.2.4 Time **Off** In Lieu

Employees may choose to be compensated in money, paid time off, or a combination of both for overtime worked while assigned to essential work. Scheduling of time off will be subject to agreement of the regular supervisor following the end of the work stoppage

74.8.2.5 Travel Time

All travel time except time spent in travel when called out for any emergency overtime, will be compensated at straight time Travel time for emergency overtime will be considered as overtime.

74.8.2.6 Expenses

74 8.2.6.1 Reimbursement will be made for appropriate out-of-pocket expenses incurred **as** a result of undertaking assignments during **a** strike situation **As** such employees should not profit from reimbursement of expenses Appropriate expenses include, but are not limited to travel. meals, accommodation, cancellation of vacations, increased child care, and damage or **loss** of private property

74.8.2.6.2 Expenses incurred during **a** temporary assignment will be submitted to the temporary supervisor for approval

74.8.2.7 **Essential** Work **Rating** Scale

The Essential Work Rating Scale set out in Attachment A forms part of this Agreement and will be updated by the parties, prior to application.

ATTACHMENT A

Essential Work **Rating** Scale

(A) WORKING CONDITIONS

Employees who are assigned to essential work will automatically receive credit for this factor It is assumed the individual will be subjected to pressures, demands or unfavourable/hazardous working conditions which deviate significantly from the norms of the regular position Employees/supervisors whose work responsibility will increase significantly as a result of a work stoppage may be assigned to special duties by their respective line management

Payment per Day: $30.00

(B) SHIFT ASSIGNMENT

Employees who are assigned to work a shift schedule will automatically receive credit for this factor for each day they work the shift schedule.

Payment per Day: $30.00

(C) SPECIFIC ALLOWANCES

The following allowances are to compensate for situations where employees are required to perform essential work under specific working conditions

An employee can receive compensation for only one of the following allowances

24- Hour Availability

An employee who is required or elects lo remain at a designated place, other than home (e g , motel) in readiness lo proceed immediately lo the work location on a **24-hour** basis

Hours worked by an employee are included in this 24-hour period

Payment per Day: $46.00

OR

Remaining at Inergi Facilities on 24-Hour Basis

An employee is required to remain/live at the work location *for* a 24-hour period

Payment per Day $120 00

On-Call Service

An employee is permitted to remain at home following his/her scheduled work but is required to be available lo work outside normal working hours

(Reference: Article 58 - "On-Call Service")

Note: Employees who are required to live at the work location on a continuing 24-hour basis and will be paid for only those hours worked plus the applicable allowances.

75 TELEWORKING

75.1 Definition of Teleworking:

Telework refers to an Inergi employee who.

Is working out of an office in his or her home;

- Does not normally have another office at Inergi;

- Is not working at home on an occasional or casual basis.

75.2 Collective Agreement **Standards:**

Where Inergi determines that teleworking may be implemented, the following provisions will apply:

a) The arrangement will be mutually agreed upon and will be documented prior to commencement of teleworking;

b) The terms and conditions of the collective agreement will apply except where modified by agreement among Inergi, the Society and the employee,

c) Teleworkers will not be required to meet with customers or other Inergi employees in their home,

d) Teleworking arrangements will be voluntary, and are subject lo cancellation as locally agreed;

e) Teleworking will not change the employment status of the teleworker;

f) Inergi will provide appropriate health & safety advice and guidance lo the teleworker;

g) Inergi will provide appropriate business and personal security advice to the teleworker;

h) Inergi shall provide all furnishings/equipment it deems necessary to meet job expectations,

i) Inergi will pay for additional insurance costs, it required,

j) If the teleworking arrangement is terminated then the employee will be entitled to relocation assistance as provided in the collective agreement;

k) It is agreed that the Society represents employees who fall within the Society recognition clause of the Collective Agreement and who are teleworking;

l) Inergi will provide in a timely manner the Society with the names, business phone number and business address of teleworkers.

75.3 Local Agreements

Local management, the employee and the Society will agree on these items as pad of a local agreement:

- performance measures
- relevant terms and conditions (e.g. travel)
- training where appropriate
- sunset (with a minimum term)
- cancellation

76 DIRECT DEPOSIT

Employees will be paid weekly by means of electronic deposit. Bi-weekly pay will be implemented in accordance with LOU #6. Time exceptions (e g. overtime) will continue to have a time lag. Such time lag will only be for the period required for the effective operation of the time reporting centres and pay processes.

77 CROSSING PICKET LINES OF OTHER UNIONS

77.1 Employees will be required to cross picket lines of other unions in order to perform work at their regular/temporary work headquarters.

77.2 During such picket action, some flexibility with respect to the normal scheduled hours of work on the part of both Management and the employee is particularly desirable

77.3 Normally, an employee who is prevented from arriving at work for his/her normal starting time due to such picket action will have his/her salary maintained without the requirement to make up the hours missed, subject to the following guidelines:

a) An employee is expected to make a reasonable attempt to arrive at work at their normal starting time.

b) If an employee who is late for work should have been able to cross the picket line without being late, the no work - no pay principle will apply.

78 THE PROVISION OF FRENCH LANGUAGE SERVICES

78.1 Designated Positions

Inergi will designate positions that require French language capability, to the extent required by the Act Inergi shall determine the actual number of positions to be designated and which positions will be designated

Changes to the designated positions require joint agreement between the local Contact Supervisor/Human Resources Manager and the Unit Director Whenever a change is made to the designated positions list. the Contact Supervisor/Human Resources Manager will provide written notification of the addition lo the Society office and Labour Relations, Inergi Human Resources Labour Relations, Inergi Human Resources will issue an up-IC-date version of the designated positions list annually to the Society A position can only be removed or modified when it is vacant

78.2 Job Security

The implementation and operation of this Article will not result in any declarations of surplus, lay-offs, displacements, forced geographic relocations or financial losses.

78.3 Training

Inergi will not impose any mandatory training for the purpose of complying with the Act Any person wishing to take optional external training to obtain French language capability will be provided 100% financial support. so tong as the request is in accordance with Article 62 - Extramural Training In locations where extramural training in French is not available, Inergi will provide, at no cost lo the employee(s), self-paced learning packages in order to assist interested staff lo become qualified in French

78.4 Posting and Selection

French language capability is deemed to be a legitimate selection criterion. in addition lo the normal selection criteria, for officially designated positions The job documents for designated positrons will not be amended to include French language proficiency as a duty and/or evaluation factor pending future discussions with the Society

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

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

French language capability will only be used as a selection criterion when the number of qualified incumbents in a designated position falls below the number specified in this Article Specific qualifications and requirements must be posted and reasons given for non-selection in writing

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

78.5 Surplus Staff

When a surplus employee applies to a designated position she or he shall receive the selection priorities established in Article 65 to the extent that the organizational unit retains the capability lo meet the requirements of the Act

78.6 Allowance

Inergi will pay an allowance of $18.00 gross weekly. It is recognized that the allowance may be paid to all qualified employees in a designated position in a location, rather than just the employees who officially occupy the designated position. This allowance is the same regardless of the number of hours an employee works per week.

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

An employee who relieves in a designated position must have the French language capability required by the position in order to receive the allowance.

79 SPECIAL CLOTHING

79.1 Employees are responsible for providing, at their own expense, suitable clothing for the performance of their regular duties Subject to certain conditions. outlined below, special clothing may be obtained at the expense of Inergi for issue lo employees

79.2 Inergi will make bulk purchases of certain types of work clothing. for resale to employees, on the most favourable terms possible

79.3 A limited number of rainproof coats and hats may be obtained and kept available at construction headquarters etc. for persons who normally work indoors, but who are occasionally required to work out of doors under adverse weather conditions.

79.4 Safety items that are designed exclusively for such safety purposes will be provided to employees required to perform certain types of work, at no cost to the employee.

79.5 All clothing issued by Inergi will remain the property of Inergi. Employees may be required to replace item(s) lost or destroyed as a result of their own carelessness.

79.6 Staff will be reimbursed for the cost of up to two pairs of protective footwear per year where such footwear is required by Inergi, its

suppliers and its clients as follows:

Electric Shock Resistant Footwear - 100% of actual cost to maximum of $150 00/pair, subject to an annual maximum of $250 00

79.7 Requests for special items of clothing not specifically mentioned, but which might be reasonably supplied under the conditions set out above, will be considered, each case on its own merits Such clothing must be kept available for any employee who may require it for work for Inergi, its suppliers and its clients

80 PAYMENT FOR USE OF PERSONAL VEHICLE

80.1 Where an employee is authorized to use his/her personal vehicle for Inergi related business/travel, the rate of reimbursement will be based on the Private Transportation Component of the Canadian CPI as reponed by Statistics Canada. The rate of $0.45 per kilometre took effect on April 1, 2003.

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

80.3 By virtue of receiving the above kilometre rates, the employee is responsible for any expenses incurred involving his/her vehicle while on Inergi's business This would include such items as insurance premiums, license fees, traffic/parking violations, maintenance costs, any repairs or replacement of parts fuel, lubricants and the like The employee is further responsible for informing his/her insurance company that the vehicle is being used for business purposes, and for paying any additional premium that the insurance company deems fit

80.4 An employee driving his/her personal vehicle on Inergi business must have a minimum $1,000,000 00 liability insurance

81 BUSH FIRE FIGHTING AND VOLUNTEER FIRE BRIGADES

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

81.1.1 Regular and Probationary Employees - Bush Fighting

Regular and probationary employees will have their normal base pay maintained

81.1.2 Temporary Employees. Bush Fighting

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

81.1.3 Volunteer Fire Brigades

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

82 EXTREME WINTER WEATHER CONDITIONS

In the event of extreme winter weather conditions, employees will normally receive pay for hours worked.

82.1 Make Up Time

Employees who, due to extreme winter weather conditions, arrive late. miss work or receive approval to leave early, may seek approval to make up lost time by working back the missed hours by:

a) using a vacation day;

b) using a floating holiday;

c) using a lieu day (or banked time where applicable).

82.1.1 For employees who receive approval to work back the lost time. their pay will be maintained for the number of normal scheduled daily hours lost, provided there is work available to be performed.

82.1.2 Employees will work at straight time rate of pay while working back the lost hours.

82.1.3 Time lost due to extreme weather conditions will be worked back within the pay week period. Any lost time not worked back by the end of the pay period will be deducted from the employee's pay

82.1.4 Senior Management at the location have the discretion to maintain some or all of an employee's normal base pay if they are satisfied that every reasonable effort was made to report to work on time.

82.2 Closure

Employees Included in an authorized closure will have their pay maintained for the number of hours between closure and normal quitting time.

Part XIV: Administration

83 REPRESENTATION ON INERGI COMMITTEES

The parties recognize the roles and responsibilities of appointees to committees and task forces, ie , as a representative of Management on the one hand, and the Society, on the other When an employee represented by the Society is appointed by Management. his/her responsibility is to Management When he/she is appointed by the Society. his/her responsibility is to the Society This role distinction should be made clear at the time of appointment Notwithstanding the above, and in keeping with Subsection 2 4 (Supervisory Employees . Code of Ethics). Management will endeavour to appoint its representatives having regard to the Society's interests in effective representation

84 GUIDELINES FOR SOCIETY REPRESENTATIVES ON CONTINUOUS QUALITY IMPROVEMENT (CQI) TEAMS

In a spirit of mutual trust and co-operation, these guidelines have been jointly developed by the Society and Management to assist the parties when there is involvement by Society-represented employees in continuous quality improvement (CQI) processes.

84.1 Society-represented employees have a legitimate role to play in the development and operation of continuous quality improvement teams at Inergi.

84.2 When employees representing the Society are to be included on a CQI team. they will be officially appointed by the appropriate Unit Director or the Society Executive following discussions with the appropriate line managers. The Society will normally be provided with a task description or problem identification. including an estimate of the time required, as well as with selection criteria to assist in the selection of appropriate nominees for the activities at hand. The Society retains the right to make the final appointment

84.3 Employees representing the Society on CQI teams will be given the opportunity to be involved in all aspects of the team activity, ie , joint communications. joint training and education, etc

84.4 Only conclusions that have been reached by consensus will be included in the final recommendations of the team.

84.5 The Society and appropriate Management staff should be kept informed regarding implications for any agreements between Inergi and the Society as the CQI team progresses Recommendations which impact on agreements will only be implemented when approved by the parties.

84.6 If innovative practices resulting from CQI team recommendations are tested/piloted, it is without setting precedent

84.7 The Society and the local Human Resources office will be advised in advance of a quality improvement team implementing any innovative work practices. compensation schemes, etc that challenge agreements between Inergi and the Society Sufficient time will be allotted for feedback before any such ideas are implemented

84.8 Performance appraisals should support CQI processes Toward that end, participation by Society-represented employees in CQI activities should be considered in a positive light when conducting performance appraisals providing their contribution to the CQI team has been useful

84.9 Society-represented staff will be reimbursed for reasonable costs related to participation in CQI initiatives by Inergi.

84.10 As a last resort. any issues relating to quality improvement that cannot be resolved locally should be referred to the Issues Team for further discussion.

85 TRIPARTITE AGREEMENT ON JOINT HEALTH AND SAFETY COMMITTEES

Inergi and the Society agree to adhere to the Tripartite Agreement below:

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

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

85.1 **Size** and Composition **of** Joint **Health** and Safety Committees

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

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

That Management's Committee representatives will be from outside of PWU and Society jurisdiction.

That the status, rights and treatment of all representatives on the JHSCs will be equal.

That the meetings of the JHSC will be chaired on a rotating basts by the Co-Chair of each party represented on the committee

85.2 Training and Certification

That all JHSC members will be trained and certified. Training and certification will be jointly determined and in accordance with legal requirements and the PWU and Society Authority to Stop Work Agreements, with the costs to be borne by the employer.

85.3 Policy Committee (Non-legislated)

That a corporate-level Health and Safety Policy Committee shall be established to participate in the formation and evaluation of health and safety strategy and policy, to resolve policy-level issues impacting on tripartite health and safety initiatives including the Work Protection Code and Corporate Safety Rules.

That the Policy Committee be comprised of an equal number of senior representatives from The Society, the PWU and Management.

That the parties will each select their respective committee members.

That the Policy committee shall meet at least once per quarter.

That the employer shall provide the resources and training that the Policy Committee deems necessary with costs to be borne by the employer. Training development and delivery will be jointly determined.

That the Policy Committee shall receive a formal response to its input to policies/programming within 30 days.

85.4 **Annual Experience** Review

That each year, upon request by any one of the parties to this Agreement, an experience review be undertaken by the parties of the benefits and difficulties of implementation of the Agreement and the impacts of organizational changes.

85.5 Amendments to the Agreement

Amendments to the Agreement may be made at any time by the parties with mutual agreement in writing. If mutual agreement cannot be reached, the parties will refer to an arbitrator, mutually agreed upon by the parties, for binding resolution

86 AUTHORITY TO STOP WORK

86.1 Definitions

"Where an Employee's health and safety is in immediate danger" (refer to 86.4.3), "Immediate danger" shall mean, "conditions that pose an immediate threat to life or health, or conditions that pose an immediate threat of severe exposure to contaminants such as radioactive materials which are likely to have adverse or cumulative or delayed effects on health."

86.2 **Intent**

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

86.3 Introduction

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

Inergi and The Society of Energy Professionals ("the Society") agree that all unsafe work must be stopped. This Article on health and safety for the authority to stop work will further enhance the activities of the JHSC's and the IRS concept. Changes to this Article can only be made by mutual agreement of the Joint Working Committee on Health and Safety. Where no agreement can be reached, the matter will be referred to the Issues Team for resolution.

86.4 Authority **to Stop** Work

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

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

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

86.4.4 In cases where the JHSC cannot resolve issues arising from 2 or 3 above, the Ministry of Labour Inspector shall be called in for resolution.

86.5 Training/Certification

86.5.1 The Society Joint Health and Safety Working Committee shall fully participate in the development of a specialized training program for all members of the Joint Health and Safety Committees.

86.5.2 The Society Joint Health and Safety Working Committee shall fully participate in the development, putting in place, and administration of testing and re-testing standards for all members of the JHSC's.

86.5.3 The Society Joint Health and Safety Working Committee shall fully participate in the establishment of a specific Training/Certification program for members of the JHSC's.

86.5.4 The Society Joint Health and Safety Working Committee shall fully participate in the development, implementation and administration of testing and re-testing standards for accrediting JHSC members into the Certification program. Such standards shall not be less than those established by the regulatory agencies or deemed lo be equivalent to the intent of the regulatory standards.

86.6 Responsibility and Accountability

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

86.7 Compensation and Discipline

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

86.8 Decertification

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

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

86.9 Assessment

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

87 HEALTH AND SAFETY DISPUTES

87.1 Except for disputes involving the principles set out in the Tripartite Agreement on Joint Health and Safety Committees, all other disputes involving allegations that Inergi has violated the provisions of the Occupational Health and Safety Act (OHSA) will not be subject lo the provisions of the grievance/arbitration procedure except where provided for by the legislation itself The parties will attempt to resolve such disputes at the lowest level possible Failing resolution. the dispute may be forwarded to the Ministry of Labour for final resolution

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

88 JOINT HEALTH AND SAFETY COMMITTEES

88.1 Inergi will establish a Joint Policy Committee in which Society representatives are able to address the health and safety concerns of employees with Management of various levels depending on needs where jointly agreed

88.2 All Society-represented employees are entitled to representation on joint health and safety committees and to associated training

88.3 There are to be three levels of representation:

- Inergi/Society level

Corporate Health and Safety /Society working committee level (based on the attached Terms of Reference. agreed to on September 27, 1989 by the parties.

- Local workplace level health and safety committees

Terms of Reference - September 27, 1989

Joint Working Committee on Health and Safety

1.0 Goal

	Provide recommendations to assist the Health and Safety Division in the development, implementation and evaluation of Inergi employee health and safety policy and programs
2.0	Personnel
	Manager, Programming Department, Health and Safety Division and other Management staff as deemed necessary from time to time
	Chairperson of Society Health and Safety Committee and other Society members or a staff advisor to a maximum of five
	The Chair will rotate between the Manager of Programming Department and Chair of the Society Health and Safety Committee
3.0	Function
	Participate in the identification and resolution of problems and issues of Inergi significance in employee health and safety policy and practice
	Participate in the development, promotion and implementation of Inergi health and safety programs
	The Committee will meet quarterly or as mutually agreed.
	Inergi will pay the expenses related to jointly agreed projects undertaken by or on behalf of the Joint Working Committee on Health and Safety

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

89 NEGOTIATIONS

Negotiations between Inergi and the Society shall take place through a body to which each party will appoint an equal number of representatives. Negotiations shall be conducted in good faith and both parties shall make every reasonable effort to reach agreement on matters of mutual interest as expeditiously as possible.

90 PUBLICATION OF COLLECTIVE AGREEMENT

All Society-represented staff should have personal access to a copy of the Collective Agreement. The preferred method is to provide access to this Agreement via an electronic basis. Where there is no electronic access the document could be distributed via disc.

Inergi agrees to print sufficient copies for distribution to all elected Society representatives and to those employees without access to computer technology. The cost of printing the copies that are required (to be determined by joint agreement) will be shared on the following basis: **75%** (Inergi); **25%** (Society).

91 USE OF INERGI COMPUTER FACILITIES

91.1 The Society may make use of any of the services provided by information technology organizations to Inergi line units

91.2 The Society will be treated identically to Inergi line with respect to service standards, procedures and support

91.3 The price charged for the service will be the published rates of the Computer Centre plus the charge for administration. referred to as General Overhead which may change.

91.4 Information regarding these services. e g , technical support. manuals, billing structure, training. etc, may be obtained from information technology organizations

91.5 The Society will seek approval from the appropriate authorities prior to accessing or attempting to access any line units application programs or data Any infringement of this condition by a Society member will be grounds for cancellabon of this Article

91.6 The services provided under this Article are to be used only for the purposes of assisting in the conduct of normal Society business and for provisions of service to its members.

91.7 Society data and programs may be protected from access by others by taking advantage of existing password mechanisms. It is the Society's responsibility to make arrangements to utilize such mechanisms.

92 LETTERS OF UNDERSTANDING & MID-TERM AGREEMENTS

92.1 Letters of Understanding and Mid-Term Agreements will form part of this collective agreement Letters of Understanding are found in Part **XVI** Mid-Term Agreements are found in Part **XVII**

92.2 Letter of Understanding

92.2.1 Intent

A Letter of Understanding may serve the following purposes:

- amend or add to the current provisions of the agreement:
- elaborate/clarify the intentions of a provision of the collective agreement
- establish provisions for issues not covered by the agreement

92.2.2 Grievance/Arbitration

Letters of Understanding are subject to the same grievance and arbitration provisions as are other items in the collective agreement

92.2.3 Approval

Letters of Understanding must bear the signatures of both the Vice-president Labour Relations (for Inergi) and the Bargaining Unit Committee Chair (for the Society) or their designates

92.2.4 Duration

The parties agree that, for the most part, Letters of Understanding should contain "sunset clauses" In those cases where such a clause has not been put into a Letter of Understanding. the Society and Inergi will at some time during collective agreement negotiations determine the status of each such Letter of Understanding (e g , incorporate in to the collective agreement, delete it, extend it, etc.)

92.3 Mid-Term Agreements

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

Inergi and the Society have not amended all the Appendices in Part XV to reflect the separate collective agreement status of Inergi In particular, the Appendices dealing with the Voluntary Recognition Agreement and subsequent amendments are historic documents and, therefore, references to "Ontario Hydro"/"Hydro One" have been maintained It is agreed, however, that the commitments, terms and conditions in these Appendices shall apply to Inergi in the same manner as they were applied *to* Ontario Hydro/Hydro One. to the extent that they are applicable to Inergi

Part XIV: Administration

APPENDIX I - RE: UTILIZATION AND ADVANCEMENT OF PROFESSIONAL ENGINEERS AND SCIENTISTS

Ontario Hydro and the Society agree the following principles will govern the utilization and advancement of professional engineers and scientists in Ontario Hydro

1.0 The terms "professional engineers" and "scientists" shall include the employees' categories identified in Attachment A

2.0 The MP2/FMP12 level of work shall normally be considered as a developmental stage for professional engineers and scientists performing engineering or scientific work

3.0 The MP4/FMP14 level of work shall be considered as the "normal expectancy" level for fully qualified and competent engineers, or scientists in Ontario Hydro MP3/FMP13 may continue to be a "journeyperson" level for engineers and scientists in some areas of activity

4.0 Every effort should be made to provide professional engineers and scientists with an opportunity for advancement to MP4/FMP14, when they are capable of performing work at this level and such work is available

5.0 Where an individual has demonstrated the willingness and capability to advance, and where advancement is impeded by lack of opportunity in the work area. every effort should be made to assist the individual in career advancement This could include specific action steps such as training. job transfers and rotations which will provide greater promotional opportunity

6.0 Greater emphasis is required on the screening of professional staff at an early stage in their careers for both their potential capability to perform work at the MP4/FMP14 level and their suitability for further employment in Ontario Hydro

(signed by W G Morison for Management and F R Greenholtz for the Society, February 27, 1884)

ATTACHMENT A

UTILIZATION AND ADVANCEMENT OF PROFESSIONAL ENGINEERS AND SCIENTISTS

Professional *Engineers*

Incumbents of jobs with 600000 or 860000 occupation codes who are:

a) Licensed to practice engineering by the Association of Professional Engineers of Ontario (APEO)

or

b) University graduates in one of the following engineering disciplines

Aeronautical Engineering (Aero Space, etc)	Engineering General
Agricultural Engineering	Engineering Science (Physics)
Chemical Engineering	Geological Engineering
Civil Engineering	Mechanical Engineering
Electrical Engineering	Mining Engineering
Electrical Engineering	Metallurgy & Material Science
Electronics Engineering	Nuclear Engineering
Engineering Business (Industrial)	Water Resources Engineering

Scientists

Incumbents of jobs with 600000 or 860000 occupation codes who are university graduates in one of the Natural Sciences, the Applied Sciences, Mathematics or Computer Science and who are not classified as professional engineers

APPENDIX II - RE: INPUT TO ASSOCIATION OF PROFESSIONAL ENGINEERS OF THE PROVINCE OF ONTARIO (APEO) SALARY SURVEY

It is agreed that the method of input to the APEO Salary Survey of Employers and the analysis and use of the survey shall be in accordance with the following.

1.0 Data Input

1.1 The salary rates input to the survey shall be the rates paid for normally scheduled hours of work.

1.2 Such salaries shall be input for all Ontario Hydro engineers at Bachelor and/or post-graduate levels in engineering disciplines, who are engaged in engineering or scientific work (incumbents of M&P 600000 series jobs and of FM&P 860000 series jobs, who are represented by the Society). including engineering trainees who are registered (or eligible for registration) by the APEO

2.0 Method of Input

2.1 Level A

Engineers whose Bachelor graduation occurred during the current or two previous calendar years, who are not incumbents of jobs classified as MP4 and FMP14 or higher.

2.2 Level B

i) Engineers whose Bachelor graduation occurred during the third. fourth or fifth calendar year prior to the current year, who are not incumbents of jobs classified as MP4 or FMP14 or higher

ii) Engineers in jobs classified as MP1 and FMP11 who have sufficient years of experience to exempt them from eligibility for input to Level A

2.3 Level C

Engineers in jobs classified as MP2, MP3, FMP12 or FMP13 who have sufficient years of experience to exempt them from the requirement to be input to Levels A or B

2.4 Level D

Engineers in jobs classified as MP4, MP5, FMP14, FMP15.

2.5 Level E

Engineers in jobs classified as MP6, FMP16

3.0 Annual Relative Standing

Ontario Hydro data will be excluded from the APEO survey data when making comparisons of Ontario Hydro's position relative Io the community.

(signed by J.R. O'Connor for Management and B.A. Green for the Society, November 29, 1984 - revised in 1992/1994 Collective Agreement)

APPENDIX III - RE: AMENDMENT TO THE VOLUNTARY RECOGNITION AGREEMENT (VRA)

In light of major changes that have occurred since the Voluntary Recognition Agreement (VRA) came into effect on January 14, 1992, including significant Corporate restructuring. the parties' agreement to conduct a joint Infernal relativity project, and the need to clarify the Society's historical jurisdiction, the Society and Ontario Hydro agree to replace Sections 1 0 and 2 0 of the VRA with Article 2 of their Collective Agreement as amended by the Framework Agreement dated October 4, 1994.

The parties further confirm that the terms of the VRA as amended in the Collective Agreement remain applicable in all respects, including the agreed upon dispute resolution processes, to all provincially and federally regulated employees, subject only to previously agreed amendments and this amendment.

As a result of renewal negotiations for the 1999-2000 Collective Agreement, the parties agreed to extend Section 9.0 of the VRA to the expiry of the Collective Agreement in operation on January 1, 2005.

(signed by B.R. Story and J Wilson - December 4, 1998)

APPENDIX IV - RE: ARTICLE 2 - RECOGNITION CLAUSE

Ontario Hydro and the Society confirm the following understanding with respect to their agreement to amend Article 2 ("Recognition Clause") of their Collective Agreement

1. The parties agree that the Voluntary Recognition Agreement (Attachment A). subsequent amendments to the VRA and correspondence between the parties concerning jurisdictional matters will be admissible in the event of any future interpretation disputes concerning the Society's recognition clause

2. The parties agree that the intent of these amendments is to clarify the Society's historic jurisdiction as the exclusive bargaining representative for the broad mix of professional and supervisory employees that comprise the M&P/FM&P and TMS/TS/OSS/SEI salary classifications on salary schedules 01, 02, 03, 04, 05, 06, 07, 08, 09, 13 and 18 except where such persons are performing managerial functions or are employed in a confidential capacity. As such, these amendments constitute a reconfirmation by Ontario Hydro of the commitments made by D.B. MacCarthy regarding the Society's jurisdiction in his April 18, 1994 letter to P.T. Suchanek, Registrar of the Canadian Labour Relations Board.

3. The Society acknowledges that Ontario Hydro has consented to the deletion of the following subparagraphs from the bargaining unit description on the basis of the assurance of the Society contained in paragraph 4 below

- those persons included on the Executive Salary Roll and above,
- employees whose full-time duties are security work,
- employees in the Executive Office;

employees in the Office of the General Counsel and Secretary including the Law Division except Corporate Official Records Analysts, Corporate Archivists and Corporate Records Centre Supervisors

4. The Society assures Ontario Hydro that this agreement, to delete the subparagraphs contained in paragraph 3 above, does not extend the previously agreed upon jurisdiction of the Society. except upon consent of the parties. beyond that jurisdiction identified in the Voluntary Recognition Agreement However, should jurisdictional claims be made by any other bargaining agent for the classifications referred to in paragraph 3 above, the Society may assert a parallel or related claim

5. The parties acknowledge that there are thirteen jurisdictional grievances filed by the Society pending resolution (listed in Addendum A) and that these amendments are not intended to prejudice the outcome of these disputes.

6. The parties acknowledge that the definition "associated employees" in Subsection 2 3 2 includes, but is not limited to, positions listed

below, and other similar positions created in the future

OCCUPATION CODE	JOB TITLE	SALARY SCHEDULE	SALARY GRADE
748042	Vault Officer	01	01
748836	3.3.2 Recruitment and Training Officer	01	01
739055	Organization and Systems Analyst	01	01
748105	Recruitment and Training Officer	01	01
752215	International Project Administrator	01	01
741051	Co-ordinator - Area Office Practices	01	02
719010	LAN Administrator	01	02
741050	Co-ordinator - Customer Service Practices	01	02
748252	Assistant Training Officer	01	02
734075	Business Systems Analyst	01	02
753063	Trade Development Officer	01	02
741845	Transportation Field Co-ordinator	01	02
753847	Material Systems Officer	01	02
734080	Information Systems Support Analyst	01	02
739008	Regional Office LAN Administrator	01	02
623013	Materials and Procurement Services Officer	01	02
730844	Facilities and Services Analyst	01	02
759090	Team Leader - Transportation Planning	01	02
753860	Administrative Services Officer	01	02
752046	Business Planning Co-ordinator	01	02
729051	Transportation of Dangerous Goods Specialist	01	02
719009	LAN Administrator	01	02
734078	Information Systems Specialist	01	02
734079	Office Systems Analyst	01	02
748867	Business Systems and Training Officer	01	02
748850	Emergency Preparedness Officer	01	02
741817	Service Coordinator - Kipling Complex	01	03
741072	Co-ordinator - Lines Work Methods	01	03
729056	Building Maintenance Officer	01	03
748865	Field Training Officer	01	03
753403	Senior Employment Officer - Nuclear Operations	01	03
710007	Digital Mapping Co-ordinator	01	03
759026	Training Officer	01	03
741828	Operating & Maintenance Projects Co-ordinator	01	03
741827	Service Co-ordinator	01	03

729043	Building & Facilities Disposal Officer	01	04
741841	Production Co-ordinator	01	04
729014	Maintenance Specialist - Mechanical	01	04

(signed by E R. Story and C B Cragg - October 4, 1994)

ATTACHMENT A

VOLUNTARY RECOGNITION AGREEMENT

This Agreement including the accompanying Framework Agreement, included as Schedule A, resolves all issues raised during proceedings at the Ontario Labour Relalions Board, regarding the Society's Applications for Certification (dated November 5,1986 and October 2, 1990) or otherwise arising as to the status of the Master Agreement as a Collective Agreement before such Board or the Courts This Voluntary Recognition Agreement is entered pursuant to the Ontario Labour Relalions Act and is acknowledged to be enforceable pursuant to that Act The parties agree that the Memorandum of Agreement, June 19, 1991, known as the Letter of Understanding, is no longer in force or effect

1.0 Recognition **Clause**

Pursuant to section 16(3) of the Ontario Labour Relations Act, Ontario Hydro agrees to recognize the Society as the exclusive bargaining agent for the "employees" defined as follows.

"All employees employed by Ontario Hydro in the Province of Ontario as supervisors, professional engineers, engineers-in-training, scientists, professional. administrative and associated employees save and except

a) those persons included on the Executive Salary Roll and above;

b) employees in bargaining units for which any trade union holds bargaining rights as of the signing of this Agreement,

c) those persons who perform managerial functions as distinct from supervisory functions. An employee is performing managerial functions if

I) she/he performs managerial functions such as hiring, promotion, performance increase. discharge. etc over other employees in the bargaining unit and,

she/he is required to spend the majority of his/her time performing managerial duties and;

she/he supervises at least seven (7) employees (directly or indirectly) on a regular and continuous basis

ii) she/he supervises employees who are excluded from the Society under (c) (i), (d), (e) or (9,

d) employees who are primarily employed in a confidential capacity affecting the terms and conditions of employment for Ontario Hydro

staff;

e) employees whose full-time duties are security work;

f) employees who are members of a profession entitled to practice in Ontario and who are employed in a professional capacity where the Ontario Labour Relations Act excludes such persons from coming under the Act by virtue of their profession "

2.0 Clarity Notes

For the purposes of clarity, the bargaining unit set out above:

2.1 Includes:

a) All regular, probationary, part-time and temporary employees whose functions are included in the classifications paid from Salary Schedules 01, 02, 04, 05, 07, 08, 09, and 18; and

b) All employees paid from Salary Schedule 13 (Nurses), Salary Schedule 03 (System Control Operators) and Salary Schedule 06 (Helicopter Operator Supervisors), except employees excluded by virtue of 1 0 of this agreement, will be entitled to vote to determine if they wish to be represented by the Society If the majority of eligible employees voting on any schedule vote in favour of being represented by the Society, eligible employees on that schedule will be represented by the Society The vote will be conducted by the Society and Ontario Hydro by secret ballot

2.2 Excludes employees in accordance with 1.0 (c) above as follows:

a) M&P (Schedule 01) - in salary classification MP4 (or higher) rated by the Plan A Point System of Job Evaluation January 1988 ("Plan A) , or its equivalent. carrying "Nature of Supervision" Degree 4 (or higher) or its equivalent and "Numbers Supervised' Degree 3 (or higher) or its equivalent who normally supervise other Society represented employees

b) FM&P (Schedule 02) - who normally supervise other FM&P employees and who normally supervise at least seven (7) employees directly or indirectly.

c) TMS and TS (Schedules 08 and 07) - who normally supervise other TMS or TS positions and who normally supervise at least seven (7) employees directly or indirectly.

d) OSS (Schedule 05) - who normally supervise other OSS positions and who normally supervise at least seven (7) employees directly or indirectly.

e) Supervising Electrical Inspectors (Schedule 09) - who normally supervise other SEI positions and who normally supervise at least seven (7) employees directly or indirectly.

f) Area Managers

2.3 Excludes employees in accordance with 1.0 (d) above as follows:

a) Employees paid from Salary Schedule 01 rated under Plan A as having "Staff Responsibility" Degree 4 (or higher) or its equivalent and MP6 employees as having "Staff Responsibility" Degree 3 (or higher) or its equivalent

b) Employees in the Executive Office

c) Employees in the Office of the General Counsel and Secretary including the Law Division except Corporate Official Records Analysts.

d) Positions currently listed in Agreement RS-1 dated October 11, 1990

e) Human Resource trainee positions on Schedule 04.

3.0 The grievance and arbitration procedure may be used to challenge any unreasonable, arbitrary or bad faith action taken by Ontario Hydro which results in the exclusion of any employee or position from the bargaining unit

4.0 Arbitration

4.1 Future contract negotiations disputes Shall be resolved by binding arbitration in accordance with Section 38 of the Ontario Labour Relations Act and the negotiating process for resolving such disputes shall be set out in full in the collective agreement

The dispute resolution process shall be mediation-arbitration using the same individual as both the mediator and arbitrator.

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

a) a balanced assessment of internal relativities, general economic conditions. external relativities;

b) Ontario Hydro's need to retain, motivate and recruit qualified staff;

c) the cost of changes and their impact on total compensation;

d) the financial soundness of Ontario Hydro and its ability to pay

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

4.2 The parties will hereby undertake to develop appropriate internal comparisons an external community for comparison and criteria for measuring total Compensation by no later than September 1, 1992 and failing such agreement either party may refer the outstanding differences to an arbitrator for a final and binding decision This undertaking and its referral to arbitration shall be enforceable under the Arbitrations Act

5.0 No Strike/No Lockout

The collective agreement will recognize that the Society, employees within the scope of the bargaining unit, and the Corporation are pledged to the effective and efficient operation of Ontario Hydro and that they pledge themselves, individually and collectively, to refrain from taking part in strikes. lockouts or sympathy strikes and other interference with work or production as long as the terms and conditions in section 4 0 continue

6.0 Supervisory Employees

For the purposes of section 9 0, the parties agree that Supervisory positions are those that are not excluded under section 1.0 above and that satisfy the following criteria

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

b) Employees on Schedules 07, 08, 02, 05 and 09 on condition they normally supervise other employees.

7.0 Enforcement

The primary method of enforcement of this agreement shall be pursuant to the grievance and arbitration provision of the parties' collective agreement However, should the collective agreement not be in operation or applicable to the dispute, either party shall have the right to refer to final and binding arbitration any differences between the parties arising from the interpretation, application, administration or alleged violation of this Voluntary Recognition Agreement, including any question as to whether a matter is arbitrable

The arbitrator shall have all of the powers of an arbitrator pursuant to section 44 of the Ontario Labour Relations Act or the Arbitrations Act as the case may be.

Subject to the conditions of this Agreement, if a mediator or arbitrator is not appointed within 30 days of a matter being referred to mediation and/or arbitration, either the Society or Ontario Hydro shall have the right to refer the matter to the Minister of Labour or the Chief Justice of the Ontario Court of Justice and the Minister or Chief Justice shall appoint a mediator and/or arbitrator

8.0 Selection of Mediators and Arbitrators

Mediators and arbitrators shall be selected from a list of mutually acceptable persons which are lo be set out in the collective agreement and the costs of using them will be shared equally by Ontario Hydro and the Society.

9.0 Duration

The agreement shall come into effect on the date of ratification and shall remain in effect thereafter except for section 4.0 and 5.0 which may be terminated by written notice by either party not less than six months prior to the expiry of the collective agreement in operation on January 1, 2001 or any subsequent collective agreement. In the event that the Society provides notice of termination of sections 4 0 and 5.0, Ontario Hydro may require that the supervisors defined in this agreement form a separate bargaining unit for which the Society shall be recognized as the bargaining agent and for which there shall be a separate collective agreement. In addition, the Society shall continue to be recognized as the bargaining agent for non-supervisory staff defined in this Voluntary Recognition Agreement. Disputes on the identification of supervisors shall be submitted lo a mutually-acceptable arbitrator for settlement. If the parties fail to agree to appoint an arbitrator. either party may refer the matter to the Minister of Labour or the Chief Justice who shall appoint an arbitrator. If Ontario Hydro provides notice of termination of sections 4.0 and 5.0, it shall continue to recognize the Society as representing all employees in one bargaining unit per this Voluntary Recognition Agreement and ensuing collective agreements.

In the event that either party desires to amend this agreement on or after January 1, 2001, it must notify the other party in writing not less than six months prior to the expiry of the collective agreement in effect on January 1, 2001 or thereafter six months prior to the expiration of any subsequent collective agreement In such circumstances the parties will have the right, if either party so chooses, to appoint a mutually-agreeable mediator for the purpose of reaching a settlement of the issues and where there is mutual agreement the mediator shall arbitrate outstanding matters in dispute

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

10.0 Federal Jurisdiction

In the event that nuclear workers are found lo be covered under the Canada Labour Code and the Society applies to represent these employees, Ontario Hydro will not oppose certification for any employee represented by the Society under this agreement

11.0 Ratification

The Society Executive recommends acceptance of this agreement to its members and the agreement shall become effective upon the date of ratification Persons eligible to vote will include all employees who will be represented by the Society under this Voluntary Recognition Agreement. The vote will be conducted by secret ballot

12.0 Effective upon the date of ratification or as soon as reasonably practical. Ontario Hydro undertakes to make available to those employees excluded under 1 0(c) and 1 0(d) an enhanced Redress Procedure for Management Function staff, which includes the right to representation of their choice. and as a final step in the process, to binding arbitration by an external third party acceptable to the employee and to Ontario Hydro

13.0 Until the terms of a first collective agreement are reached, Ontario Hydro agrees to adhere to the terms and conditions of employment found in the existing Master Agreement, Subsidiary Agreements and Memoranda of Understanding with respect to the agreed upon bargaining unit Applicable sections of the Manual of Human Resources Policies and Procedures will act as a supplement to the aforementioned joint documents

14.0 Effective the first month following the date of ratification. Ontario Hydro shall deduct dues from each employee in the unit and remit this amount to the Society forthwith.

This agreement was arrived at with the assistance of and under the auspices of George Adams as mediator.

[signed by C. Cragg for W. Hirst (Society) and W.S. O'Neill (Ontario Hydro), November 13, 1991.]

SCHEDULE A

Memorandum of Understanding for a Framework Agreement

Ontario Hydro and the Society of Ontario Hydro Professional and Administrative Employees agree as part of the Voluntary Recognition Agreement to be found by the following principles and practices and agree that the negotiation and operation of all collective agreements ensuing from the Voluntary Recognition Agreement will be in accordance with this memorandum unless otherwise mutually agreed

1.0 Society Interests vs. Corporate Interests

The object of this agreement is to promote harmonious relations between employer and employees consistent with the preamble of the Ontario Labour Relations Act and in recognition of the need for the successful accomplishment of the public purposes for which Ontario Hydro has been established as set forth in the Power Corporation Act and enunciated in the Corporate Direction

The objective of the parties is to facilitate the peaceful adjustment of salaries and benefits, working conditions. issues of fair treatment, all disputes and grievances, and to prevent inefficiencies and avoidable expenses and to reduce unnecessary delays

Ontario Hydro's mission is to contribute to the enhancement of the quality of life of the people of Ontario by serving their energy needs The Society's mission is to strive to ensure the best rewards, career opportunities and working conditions for its members The Society recognizes a responsibility for providing an essential service to the people of Ontario and in working towards the continued viability and continuity of Ontario Hydro as the provincial electrical utility Both parties recognize the fundamental importance of service lo the Corporation's customers

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

Provided nothing in this Framework Agreement is intended to interfere with the exercise of lawful economic sanctions by any member of the bargaining unit or bargaining units as the case may be or by the Society itself should either party to the agreement elect to terminate sections 4 0 and 5 0 of the Voluntary Recognition Agreement.

2.0 Collective Agreement

The collective agreement between the parties will include sections 1 0, 2 0, 3 0, 4 0, 5 0, 6 0, 8 0 of the Voluntary Recognition Agreement. in addition to section 1 0 of Schedule A and the principles set out in sections 3 0 to 7 0 as noted below

3.0 Supervisory Employees - Code of Ethics

Ontario Hydro agrees to include supervisory employees in the bargaining unit on the condition that the parties recognize that supervisory employees will continue to exercise key functions in the control and operation of Ontario Hydro. As members of Ontario Hydro's managerial staff, supervisors use judgment to express and make operative the decisions of Management. They are responsible for fostering a healthy work environment. The parties recognize the responsibility of supervisors to discharge their supervisory duties in good faith. The Society and Ontario Hydro will identify, minimize and/or avoid the conflicts/perceived conflicts of interest that may arise concerning the relationship between supervisors, the Society and Ontario Hydro.

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

3.1 Grievance Procedure

The collective agreement will have a grievance procedure which will recognize:

access by either party for disputes arising from the administration of the Collective Agreement and from the application of section 1.0. If such disputes proceed to arbitration, the arbitrator will consider the principles contained in section 1.0;

- the role of supervisors in resolving disputes before they reach the formal procedure;

- that the Society agrees not to discriminate against supervisors who represent Management in Society grievances;

that the Society will exclude supervisors directly involved in a particular grievance from the decisions on the referral of the grievance through the formal process;

that supervisors will not act on behalf of the Society in matters associated with a particular grievance where the grievance has been lodged by another member(s) who reports to the particular supervisor.

4.0 Representation on Corporate Committees

The collective agreement will recognize the roles and responsibilities of appointees to committees and task forces, i.e., as a representative of Management on the one hand, and the Society, on the other. When an employee represented by the Society is appointed by Management. his/her responsibility is to Management When he/she is appointed by the Society, his/her responsibility is lo the Society. This role distinction should be made clear at the time of appointment. Notwithstanding the above, and in keeping with section 3.0, Management will endeavour to appoint its representatives having regard to the Society's interests in effective representation.

5.0 Selection of Supervisors

The collective agreement will incorporate the existing practices for selecting the "best qualified candidate" in filling supervisory positions

6.0 Membership in the Society

The Society agrees to permit members to withdraw membership in the Society.

7.0 Dues Deduction (Rand Formula)

The collective agreement will provide for Society dues, as prescribed by the Constitution, or an equivalent amount, to be deducted monthly (or more frequently if agreed) by Ontario Hydro by compulsory payroll deductions from all Society-represented employees and to be forwarded to the Society on their behalf with a list of appropriate employee information

The Society confirms it will respect the provision of section 47 of the Ontario Labour Relations Act with respect to bona fide religious convictions or beliefs.

(signed by C. Cragg for W. Hirst (Society] and W.S. O'Neill [Ontario Hydro], November 13, 1991)

APPENDIX V - RE: PEAK DEMAND HOUR ARRANGEMENTS

The following are definitions and guidelines for the implementation of peak demand hour arrangements

Definitions

Normal Work Week: For purposes of this Article, a normal work week will mean the total of the standard hours normally worked during a pay period. outside of the peak work load periods

Normal *Hours:* Normal hours worked outside of a peak work load period (as per Article 70).

Peak ***Work** Load Period(s)* One or more periods during the year in which the expected magnitude or nature of the work to be performed reasonably requires employees to work more than their normal work week, and/or hours different from their normal hours Peak work load periods may be the result of a need to minimize equipment downtime. or other factors which are expected to occur every year

Peak Demand Workers: Employees who are likely required to work more than their normal work week, andlor hours different from their normal hours during peak work load periods, and less than their normal work week during other periods of the year.

Intent

a) Peak demand workers may be required to work normal hours, or scheduled hours on a work and/or shift schedule which are different from their normal hours. and which, in total, may exceed their normal work week during peak work load periods Scheduled hours worked in excess of the normal work week will be "banked' and taken as time off (consistent with the conditions outlined in this Appendix), during periods of the year when the work load may not require all of the normal hours available

b) Work and/or shift schedules, and all other administrative matters regarding the hours of work for peak demand workers will be determined within the business unit, subject to the conditions contained in this Appendix

c) The design of work and/or shift schedules and other hours of work arrangements will give consideration of the requirement to perform work in the most effective. efficient and safe manner.

d) The design of work andlor shift schedules and other hours of work arrangement will give consideration of the need to maintain good working relationships within the affected group and the relativity to other employees not covered by this Appendix

Conditions

a) The peak work load periods will be declared pnor to the start of the year for the entire year. The declared peak work load periods for the year will not be less than four weeks' cumulative duration (or normal conditions for the employee will apply) The declared peak work load periods will not exceed 26 weeks of the year cumulative duration For purposes of this Appendix, the year may be any designated fiscal year which will not be changed for the work group once established

b) Peak demand workers may be assigned to normal hours, work and/or shift schedules that average more than the normal work week during the declared peak work load periods Other articles in this collective agreement regarding shift work, hours of work, and standard hours do not apply during declared peak work load periods. except

- Articles 60 3, 61.4, 62 2 and 62 3 regarding shift allowance for work schedules on weekends, and nights: and
- special conditions for 12 hour shifts as per Article 62.6

c) Management will strive to provide at least seven days' notice of an assignment to a work or shift schedule that requires work outside of normal hours during the declared peak work load periods However, any hours worked outside of normal hours without at least three days' notice will not be considered scheduled work for purposes of this Appendix.

d) Work performed outside of scheduled hours is overtime and will be compensated at the appropriate overtime rate(s).

e) During the declared peak work load periods, an amount equal to the number of scheduled hours worked each week in excess of the

normal work week will be "banked" The banked time will be taken as time off at straight time during times of the year outside of the declared peak work load periods, subject to meeting work requirements When possible. the time off will be scheduled by mutual agreement between the employee and Management If work requirements have prevented an employee from taking his/her "banked" time off, the time remaining will be compensated as follows for positive balances in the time bank remaining at the end of the year, the employee will receive payment at time and one-half for 50% of the hours and double time for the balance

f) An employee's base wages will be maintained throughout the year. regardless of the number of scheduled hours worked per week during the declared peak work load periods. or hours taken off at straight time from the time balance "bank" during other periods of the year.

g) The design of work and/or shift schedules used during the declared peak work load periods will be flexible to meet work requirements and consistent with the limitations of the appropriate legislation Specific rules lo be adopted for the design of work and/or shift schedules for peak demand workers may include.

1. The length of a scheduled shift or extended work day cannot exceed 12 hours

2. No more than 48 hours of work may be scheduled (i e , exclusive of overtime) in a week

3. The start of a scheduled shift or work period must be at least 24 hours following the start of the previous scheduled shift or work period.

4. At least eight hours of time off will be provided between work periods including overtime.

5. Although the content, preparation, costing and administration of work and/or shift schedules is the **sole** responsibility of the corporation, the preference of the majority of peak demand workers to be assigned in the affected work group will **be** considered in designing the work andlor shift schedule

6. Every attempt will be made to assign employees from those in the appropriate work group, to a work and/or shift schedule under this Appendix, on a voluntary basts However. in the absence of sufficient qualified volunteers, the corporation may assign specific individuals to perform the work

APPENDIX VI - GUIDELINES FOR APPLYING BURKETT OVERTIME AWARD

As a result of continuing questions concerning the Burkett overtime award, the Society and Ontario Hydro have agreed to issue these guidelines to assist local representatives in interpreting this award.

Employees found eligible for compensation under this award are entitled to receive compensation equivalent to PWU overtime premiums for all overtime worked. retroactive to January 1, 1993. This entitlement applies to all PWU overtime premiums, including double time Saturdays, double time for all work performed outside of their first **four** clock hours after normal quitting time Monday to Friday inclusive and minimum payments for emergency and scheduled overtime It does not apply to travel time outside of normal scheduled **hours**

To determine cornpensation eligibility under this award:

First. determine which employees are eligible to receive the PWU equivalent overtime premium. A list *of* eligible employees should be developed locally using the statement of intent in Part A and the employee eligibility guidelines set out in Part B. Local Society representatives should be involved in developing the list of eligible employees to minimize the possibility **of** disputes.

Second, decide whether an employee deemed eligible in step one will be compensated with PWU equivalent overtime premiums on an on-going or on an assignment-by-assignment basis This decision is Management's prerogative If the decision Is made to compensate on an assignment-by-assignment basis, the guidelines set out in the statement of intent in Part A and the guidelines in Parts C and D should be followed to determine when an eligible Society-represented employee qualifies to receive the applicable PWU equivalent overtime premium Local Society representatives should be involved in the development of local adaptations of these guidelines to ensure fair and consistent employee treatment and to minimize disputes

Part A - Intent **of** the Award

The intent of the award is to correct the internal "relativity rub" that arises when Society-represented staff are required to directly supervise or work beside PWU-represented employees performing overtime work in a field environment or facility while receiving less providential overtime provisions than these employees It is not intended to address internal relativity problems other than those that specifically arise when members of both employee groups work overtime

Part B - Conditions of Employee Eligibility

1 The following conditions must be satisfied before an employee is eligible to receive award compensation.

a) an employee must work in a field environment/facility (="field condition"),

and

b) he/she must directly supervise or work beside PWU-represented employees (="interface condition").

2. To meet the "field condition", an employee must be "directly involved in the operations, maintenance or construction of production. transmission. or distribution facilities".

3. "Head office" refer to non-production. non-transmission or non-distribution facilities and, as of January 1,1993, includes the following locations 700 University, 393 University. Murray Street, College Park, Place Nouveau and the Atrium When performing overtime work at these locations. employee do not meet the "field condition" Local Society and Management representatives should assess whether or not employees, when performing overtime work at other locations, meet the "field condition" on a case-by-case basis, by examining the nature **of** the employee's work in light of the statement of intent in **Part A** and the guidelines contained in this section. In the event of disagreements. the matter should be referred to the Issues Team

4. Employees whose regular work headquarters are "field" locations (i.e., those not included under guideline #2 above) and who train PWU-represented staff meet the "field condition". Employees who satisfy this condition include those who work at the Orangeville C&D Centre and the Nuclear and Thermal training centres.

5. Employees whose overtime work at their regular work headquarters does not meet the "field condition" (e g , head office staff) shall be deemed to meet this condition for overtime work performed at "field" locations when they directly supervise or work beside employees involved in the operation. maintenance or construction of production transmission or distribution facilities (e g , research telecommunications or information systems work performed at stations)

6. Employees "work beside" PWU-represented staff if they work at the same time a5 PWU-represented staff on the same projects/task assignments and this is a normal feature of their **work** and necessary to carry out their job responsibilities (e g , P&C Engineers) To determine employee eligibility in this regard, the nature of the Society-represented employee's **job** responsibilities, rather than the frequency of his or her actual contact with PWU-represented staff, should be the primary consideration

Part C -Conditions That Trigger Award Compensation

(Management has the discretion to compensate employees who are deemed eligible under Part B above with the equivalent to PWU overtime premiums on an on-going or on an assignment-by-assignment basis. If Management chooses to compensate on an on-going basis. the sole condition that must be satisfied for award compensation lo trigger is the eligible employee's performance of overtime work. If Management chooses to compensate on an assignment-by-assignment basis. then the guidelines below apply. NB. An individual guidelines does not stand alone: all conditions set out in this Part must be satisfied before an eligible employee qualifies for award compensation.)

I Both the Society-represented employee and the PWU-represented employee whom he/she supervises or works beside must be on overtime Example ira Society-represented employee who normally works days Monday to Friday works on a Saturday with a PWU-represenled employee who is working on his/her normal scheduled shift (and does not work beyond the scheduled hours), the Society-represented employee does not qualify for award compensation

2. Award compensation applies to the period of time when the Society-represented employee is "rubbed by an unfavourable overtime premium differential Example if a Society-represented employee who normally works days Monday to Friday works on a Saturday from 7 00 am to 3 00 pm with a PWU-represented shift employee (for whom the Saturday is a scheduled work day) whose shift ends at 7 00 am but who continues to work (on Overtime) until 3 00 pm the Society-represented employee qualifies for double time from 11 00 am until 3 00 pm, i e , when the PWU-represented employee received double time for overtime work

3. The presence of a Society-represented employee for the overtime in question must be necessary for the work lo progress (i e , if the employee was not there, then the task could not proceed) In most cases, this condition is met ir the other conditions set out in the Part are also satisfied

4. A direct supervisory or "working beside" interlace must exist between Society-represented and PWU-represented employees during the overtime in question The mere presence of a PWU-represented employee on overtime at the same location and at the same time as a Society-represented employee is working overtime does not trigger the award Example. if a number of eligible Society-represented supervisors work overtime at the same time as PWU-represented employee works overtime, only the supervisor lo whom the PWU-represented employee reports during the overtime in question qualifies for award compensation

Part D - Clarifications

1 Even if only one PWU-represented employee is on overtime for a particular assignment, and the other (PWU-represented) members of his/her crew or task group are not, assuming the other conditions are met, the Society-represented employee on overtime with him/her qualifies for award compensation

2. Normal shift turnover work of less than 30 minutes does not qualify for coverage under this award, but rather is compensated in accordance with Article 62 ("Shift Turnover") in the Collective Agreement Shift turnover work of 30 minutes of longer performed outside of normal working hours. however. as well as work other than shift turnover work an employee is required to perform prior to normal starting time are eligible for compensation under this award provided that a) the employee directly supervises or works beside a PWU-represented employee; and b) both are on overtime. and c) an overtime premium rub exists

(dated February 28, 1994)

APPENDIX VII - SIDE LETTERS 1999-2000 NEGOTIATIONS

December 4, 1998

Mr. John Wilson. President

The Society of Ontario Hydro Professional and
Administrative Employees
525 University Avenue, Suite 630
Toronto, Ontario
M5G 2L3

Dear Mr. Wilson.

This will confirm certain understandings reached during collective bargaining, concerning the Pension Plan.

a) The employees represented by the Society constitute a separate class within the Ontario Hydro Pension Plan;

b) The committee established as a result of the Memorandum of Settlement for the 1997-1998 Collective Agreement shall continue to have access to reasonable pension plan and pension fund information. which shall include reasonable information related to the allocation and transfer of pension funds from the Ontario Hydro Financial Corporation Pension Plan to a successor pension plan as contemplated by S 100 of the Energy Competition Act Prior lo its publication, the committee will review any brochure, which provides a summary of the pension plan and any specific provisions and entitlements of the Society pension class,

c) In the event of a division of the Ontario Hydro Pension Plan into two or more successor pension plans, the provisions of this letter are applicable in respect of each successor pension plan.

d) The employer confirms it remains responsible in respect of all rights and. benefits under Article 88 of the Collective Agreement,

Yours truly,

Steve Strome
Vice President Labour Relations,
Compensation & Benefits

December 4, 1998

Mr. John Wilson
President
The Society of Ontario Hydro Professional and
Administrative Employees
525 University Avenue, Suite 630
Toronto, Ontario
M5G 2L3

Dear Mr. Wilson:

Hiring Hall Agreement

This letter will confirm the intent behind the Hiring Hall Agreement ("Appendix"), as previously communicated by Richard Sogawa.

During the negotiations the Management Team guarded against impacts on Society positions by ensuring that.

- The position of Sub-Foreperson aligned with the PWU UTS III position;
- The position of Foreperson aligned with the PWU UTS II position;
- The position of Senior Foreperson aligned with the PWU I position;

PWU members acting as General Forepersons (those which are Society positions) can only do so for less than 3 months After that time they must become Society dues paying members

Yours truly.

Steve Strome
Vice President, Labour Relations,
Compensation & Benefits

APPENDIX VIII - RE: MEMORANDUM OF UNDERSTANDING BETWEEN INERGI AND THE SOCIETY

Hydro One Inc and representatives of Newco are currently in negotiations to reach a business agreement that would result in the transfer of existing Hydro One technology-enabled systems capabilities to Newco ("the Hydro One transaction") If these negotiations are successful, on a given date ("dale of transfer") certain Society-represented Hydro One employees will transfer to Newco in accordance with a process to be negotiated by the Society and Hydro One The target date of transfer is January 1, 2002

In order to facilitate a smooth and successful transition of employees to Newco and lo lay the foundation for future cooperation and a mutual gains relationship between the parties, the undersigned parties agree as follows:

1. This Memorandum of Understanding applies to all Society-represented employees transferred to Newco on the dale of transfer and to all subsequent Newco new hires or other employees transferred into Newco who fall within the scope of the Society recognition clause (Article 2).

2. Subject lo paragraph 3, the terms and conditions of the Society-Hydro One Collective Agreement in effect as of the date of transfer, except as modified by this Memorandum of Understanding. shall constitute the successor Collective Agreement for employees covered by this Memorandum of Understanding

3. Recognition and Continuation of Successor Rights - Newco will ensure that all of its successors and assigns are bound by the Memorandum of Understanding, and any agreements incorporated into or referred to in this Memorandum.

For greater clarity, subject to paragraph 4 this Memorandum of Understanding will apply to Society-represented employees who, post

Newco transfer date, are expected to transition from Newco into a new technology company and to Society-represented employees who, post Newco transfer date, are expected to transition from Newco into a customer care company, a newly incorporated company focused on customer relationship management and call centre services.

4. If an intermingling of Society-represented employees covered by separate Collective Agreements would result from the transfer of employees into Newco, or from Newco, to another entity subsequent to the date of transfer, subject to the parties' respective internal approval processes, Newco and the Society will make their best efforts, including negotiations with the entity to which the employees are transferred, to harmonize the terms and conditions of employment of the affected employees and where the businesses involved are the same or similar will endeavour to place the Society-represented employees of such entity under the same Collective Agreement

5. Other than terminations for cause, Newco shall not involuntarily layoff employees who transferred Io the company as a result of the Hydro One transaction for a period of not less than twenty-four (24) months following the date of transfer

6. Society-represented employees who transfer their employment to Newco from Hydro One or New Horizon System Solutions (NHSS) shall retain their service credits for all purposes under the Collective Agreement (e g , vacation. sick leave, pensions. and seniority)

7. Newco shall establish a pension plan for Society-represented employees that mirrors the provisions of the Hydro One Pension Plan. Subject Io the agreement of NHSS, Newco will establish a reciprocal transfer pension agreement with NHSS for Society-represented employees. Subject to the agreement of Hydro One, Newco will establish a reciprocal transfer pension agreement with Hydro One for Society-represented employees.

8. The parties agree to establish a collaborative relationship based on their shared goal of protecting and promoting the best interests of Newco and its employees by working together to ensure the company's long term viability, the growth of its business market share and the well-being of its employees This objective will be achieved in part by the early involvement of the Society in a manner that contributes Io the efficient operation of the business, flexibility in work assignment. skill and capability development of employees and the effective use of both internal and external resources

9. The parties agree to establish a joint project design team to expeditiously make recommendations to the Joint Society-Management Committee on a new compensation system for employees The design team will operate on the basis of consensus decision-making and management will pay all reasonable costs associated with the project The design principles of this new compensation system will be the same as or similar to those described in the Society-NHSS Compensation System Project Letter of Understanding (dated July 27, 2001)

10. Newco recognizes the need to build the business around regular employees as the most cost-effective way to run the business and as an essential element of its future success. The Society recognizes that the company must have the ability to deploy employees expeditiously to meet changing business needs and be competitive and agrees to negotiate changes to the Collective Agreement to facilitate the achievement of this objective if necessary. Pursuant to Section 67 4 of the Collective Agreement. blanket annual Purchased Services Agreement (PSA) approval is given to Newco on condition that the company commits to enhancing and maintaining the skill level of staff and to a business strategy of delivering core services using regular employees. Both the Society and Newco acknowledge that this business strategy will be implemented in the context of a transition period. External resources will be used only as needed to supplement peaks, respond to new business opportunities, or perform low value or non-recurring work or transition work to establish the new company. In recognition of the need for the parties to work co-operatively together to Implement this strategy, the Newco and the Society agree to establish a joint team that will be responsible for making recommendations on the development of broad staffing initiatives, including succession planning, individual development and training. This team will meet regularly and have access to all information required to make informed staffing recommendations. Newco will make the final staffing decisions.

11. In the event Newco requires employees to relocate their regular work headquarters and the resulting incremental commuting results in substantial added commuting costs for employees, the parties agree that they will negotiate fair and reasonable provisions to mitigate these added costs that will operate for a period not to exceed twenty-four (24) months following the date of transfer.

12. The Society will have the choice of implementing this Memorandum of Understanding or a parallel Memorandum of Understanding being negotiated between Newco and the Power Workers' Union

13. In the event the parties are unable to resolve a dispute arising from the interpretation or application of this Memorandum of Understanding, either party may refer this dispute to a mutually agreed arbitrator for a final and binding decision This arbitrator shall be named within two *(2)* months of the signing of this agreement

14. This Memorandum of Understanding shall operate from the date of signing until twenty-four **(24)** months following the date of transfer. unless the parties mutually agree otherwise

(Signed by Paul Johnston for Inergi and John Cameron for the Society, November 22, 2001).

Part XVI: Letters of Understanding

#1 RE: SOCIETY - MCP BOUNDARY ISSUES

Intent

This LOU seeks to clarify employee rights during the operation of Article 64 related to positions at or near to the boundary between the Society and MCP and provide an equitable means for employees to participate in Competitions or a mix and match and follow their work where it has been transferred in or out of the Society's jurisdiction as a result of a reorganization it is not intended to provide enhanced employment continuity rights in Comparison to employees whose work has not changed jurisdiction

The Problem

1. Position X is in the old organization and is in the Society The duties change very little in the new organization but the change is sufficient to alter the jurisdiction of the position (e g , the span of supervision and control is expanded and there will be more Society direct reports)

   Under the current rules the Society-represented employees currently in position X will not be permitted to compete for the position in the new organization during a mix and match.

2. There is a converse of 1. Position Y is currently excluded from the Society (i.e., MCP). In the new organization the position is substantially the same but the jurisdiction of the job will move to the Society's jurisdiction. Once again, the change is minimal (e.g., there is reduced supervision and fewer or no Society direct reports).

3. Position Z is being formed in the new organization. It appears that it will be excluded/included but there is uncertainty about some factors (e.g , the number of direct reports). Therefore, the jurisdiction is uncertain and may eventually change

   In this case, Management could make an arbitrary designation as excluded and the Society could challenge the designation later. If Management were to do this, then the Society-represented employees would not be able to compete far the position during a mix and match process. If the ultimate jurisdiction was within the Society, it could be that the selection process would have to be repeated.

   If Management were to designate the position as included in the Society then MCP would be excluded from a mix and match process. A similar result could occur, if the jurisdiction were to subsequently change.

The Solution

A joint process for identifying positions X, Y and Z will be established as fallows:

1. Management will identify the X, Y and Z positions and identify the employees who could be adversely affected. The Society will have approval/veto rights. (Note: This is intended to ensure X, Y and Z positions are legitimate and not intended to increase the opportunities for MCP employees or reduce the Opportunities for Society represented employees to exercise their seniority rights in the mix and match process.)

2. Category X - These positions will be filled in the MCP mix and match or advertised Inergi-wide using the normal vacancy process if not filled in the mix and match. Society represented employees identified under paragraph 1 will be treated equally to MCP employees during a mix and match but may only be selected for Position X. If the position is advertised Inergi-wide then the employee will be treated preferentially (i.e., be granted the same priority as surplus MCP) for the specified position only. If the employee is not selected, then the employee can exercise all of his/her normal rights under Article 64. Where the employee is not selected for the position, the Society and the employee will be advised of the selection criteria and provided with reasons for non selection.

3. Category Y - These positions will be filled in the Society mix and match or advertised Inergi-wide using the normal vacancy process if not filled in the mix and match. MCP employees identified under paragraph 1 will be treated equally to Society employees during a mix and match but can only be selected providing they meet the senior qualified criteria for Position Y (i.e., such employees cannot be placed in any other position or displace Society-represented employees). If the position is advertised Inergi-wide, then the employee will be treated preferentially (i.e., be granted the same priority as surplus Society) for the specified Y position only. If the employee is not selected, then the employee will be treated similarly to other MCP staff in all other respects and have no additional rights.

4. Category Z - The parties will attempt to reach consensus on the jurisdiction of the position based on all available information (which will include an organization chart showing reporting relalionships, selection criteria, and description of duties) prior to the selection process. Where consensus is not reached, Management will determine the jurisdiction and the Society will have the right to grieve.

5. The rights of the Society to grieve the jurisdiction of positions are unaffected by agreements reached under this process.

6. This Letter of Understanding expires December 31, 2003.

J. Wilson
for the Society

S. Strome
for Hydro One

#2 RE: EXPEDITING REDEPLOYMENT GRIEVANCES AND ARBITRATIONS

The undersigned Parties agree as follows:

Complaint and Grievance Procedure

1. This agreement applies lo grievances arising from the administration of Employment Continuity provisions of the Collective Agreement (Article 64 1 2), including the redeployment process in each Unit of Application. non-selection to positions in the mix and match and non-selection of employees entitled to priority placement in the search/notice period, and to decisions of JROTs

2. Except as specified in this agreement, all provisions and practices established in relation to the Complaint and/Grievance/Arbitration Procedure apply to these grievances.

3. An employee's complaint must be submitted no later than 20 working days after completion of the Mix and Match, e g final approval of the JRPT Second Report or equivalent. the JROT decision. or the selection process that includes the decision he or she feels is unfair

4. At Step 1 of the gnevance procedure, the Society will submit complaints within the scope of this agreement to the relevant JRPT, JROT, and/or line management through Labour Relations Strategy Division Management and The Society will be given 10 working days to attempt to resolve the grievance The Society's position on the grievance is not prejudiced by that of Society members of JRPTs or JROTs

5. Failing resolution at Step 1, The Society may advance the grievance to Step 2 of the grievance procedure within a further 10 working days

6. The Parties will appoint regular and backup members lo at least one Standing Redeployment Grievance Team, which will act as a Second Step Grievance Committee according to the terms of the Collective Agreement. The Committee will meet within ten days of a grievance being filed to attempt to resolve the gnevance.

7. Failing resolution at Step 2, The Society may refer the grievance to arbitration within 20 working days The Parties will designate and retain one arbitrator for gnevances under this agreement

Arbitration

8. The parties will review case by case the appropnateness of the following expedited arbitration process for grievances ansing from the Expedited Redeployment Grievance process

9. Mr Joseph W. Samuels, or another arbitrator acceptable to the parties. will be retained as arbitrator for Employment Continuity grievances and he will be asked to deal with agreed-upon cases according to the terms of point 10, below The arbitrator shall control the proceedings and retain jurisdiction to require further submissions of fact or argument as he deems necessary to determine the matter.

10. The expedited arbitration process will require the following.

- each grievance can be heard on one day, more than one grievance may be scheduled per day subject to the arbitrator's direction.

- the parties will prepare and sign a Joint Statement of the facts giving rise to the dispute. the facts in dispute (to the extent practicable), and any agreement as to the issues to be decided by the arbitrator The Joint Statement must be developed prior to scheduling the hearing date.

- each party will present three copies of a Case Statement at the outset of the hearing. The Case Statement will state the issues to be determined, the facts on which the party relies, and a summary of the position of the party, supported by documentary

exhibits and references to the Collective Agreement, jurisprudence or other authorities

witnesses may be called where the arbitrator rules that there is a material factual dispute and determines which parts of the evidence sought to be called appear relevant and material to the determination of the grievance Witnesses will be under oath and subject to examination and cross-examination

oral argument will be limited to the position of the party set out in the Case Statement and the rebuttal of the other party's argument.

the arbitrator will determine the matter as soon as possible. with a written decision issued to the parties within ten working days of the hearing date Failure to meet a time limitation under this process will be deemed a technicality that does not invalidate the proceedings or the award

11. Where the parties do not agree that a case is appropriate for this procedure, it will be dealt with by the same arbitrator as a conventional referral to arbitration

(signed by B.R. Story and M. Germani - June 13, 1995)

#3 RE: FIRST LINE MANAGEMENT SUPERVISORY POSITIONS (TMS)

The parties agree to maintain commitments with respect to the Jurisdiction of First Line Management Supervisory positions (TMS) as set out in the following Letters of Understanding, which are in other respects terminated as complete:

a) Implementation of the Retail Systems Agreement (August 16, 1995);

b) The Implementation of the Grid System Agreement on TMS (January 30, 1996);

(Signed by Steve Strome for Hydro One and John Cameron for the Society, March 2001)

#4 RE: RECLASSIFICATION OF 40-HOUR FLM JOBS THAT PRIMARILY SUPERVISE NON-TRADES

Without prejudice and without creating a precedent regarding any other matter, the undersigned parties agree as follows:

1. This Letter of Understanding is Intended to address, on an interim basis'. the problem of appropnately evaluating First Line Manager (FLM) jobs with regularly scheduled hours of work of forty hours per week that exclusively or primarily[2] manage' non-tradespersons' under the Trades Management Supervisor (TMS) job evaluation plan

2. This agreement applies to incumbents in the Customer Service FLM, the Distribution FLM - Remote Communities and Shift Manager jobs ("included jobs"). The incumbents in these jobs as of the date of signing of this agreement are listed in Appendix A. The Society and Inergi may mutually agree to extend the application of this Letter of Understanding to other jobs consistent with the intent expressed in paragraph 1.

3. The included jobs will be reclassified MP4 and paid off of salary schedule 01 effective the date of signing of this Letter of Understanding While these jobs remain on salary schedule 01, incumbents will have all rights under Plan A until such time as the parties have agreed on a replacement job evaluation plan

4. Employees shall be given "point to point" (i e , as if placed at the same performance standing at the MP4 salary grade) retroactive compensation for the period they were incumbents In the jobs listed in paragraph 2 between January 1, 1999 and the date of signing of the Letter of Understanding

5. The regularly scheduled hours of work per week for incumbents in included jobs shall be 40 hours[5]. For the purposes of these jobs only, salary schedule 01 applies to 40 hours per week. As a result. regularly scheduled hours between 35 and 40 hours per week will not be paid on a pro-rated basis

6. Management shall expeditiously produce job documents for included jobs reflecting the changes agreed to in this Letter of Understanding. These documents shall provide management with the flexibility to assign incumbents to supervise different employee classifications (e.g., trades, clerical-technical, operators) as required. This provision is without prejudice to whether or not this reassignment creates an "adverse impact" within the meaning of Article 64 of the Collective Agreement,

7. Except as expressly modified by this Letter of Understanding, all provisions of the Collective Agreement shall continue to be applicable.

8. This Letter of Understanding shall remain in effect until the earlier of when the parties reach agreement of a new job evaluation plan (pursuant to Section 30 5 of the Collective Agreement) or December 31. 2000 If no agreement on a new job evaluation plan is reached by December 31, 2000, this Letter of Understanding shall continue in effect thereafter subject to termination by either party on 90 days' written notice

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[1] "Interim' means until agreement is reached on a new job evaluation plan pursuant to Section 30.5 of the Collective Agreement

[2] "Primarily" means that normally more than 50% of time is spent managing non-tradespersons.

[3] In this Letter of Understanding, "manage" is used in the context of the continuation of the jurisdictional commitments given in LOU #3.

[4] "Tradespersons" means those recognized as such under the PWU-Inergi Collective Agreement.

[5] For the sake of clarity. Article 69 of the Collective Agreement ('Reduced Base Hours - 40 Hour Workers) applies lo incumbents in these jobs

(Signed by Steve Strome for Hydro One and John Wilson for the Society. July 14, 1999)

#5 **RE: PROCESS FOR UPDATING THE INERGI DRUG FORMULARY TO DECEMBER 31, 2000**

A. New Drugs **Requiring** a **Prescription** Ely Law

1. New "generic substitutes" for "name brand drugs" already listed on the Formulary will automatically be added to the Formulary as soon as they are approved for use in Canada

2. New "strengths/dosages/forms" lor drugs listed on the Formulary will automatically **be** added to the Formulary as soon as they are approved for use in Canada.

3. Out-of-country drugs with the same chemical base as drugs listed on the Formulary will be covered on the same basis as their Formulary equivalent.

4. The Chief Physician (or other employer-designated decision-maker) shall review all drugs that have been newly approved for use In Canada and advise the employer whether the drug is commonly and customarily recognized throughout the physician's profession as appropriate in the treatment of a patient's diagnosed sickness. injury or condition The employer will make all reasonable efforts to make this determination as soon as possible after the drug has been approved for use in Canada When a drug is deemed by the Chief Physician (or other employer-designated decision-maker) to meet this criteria, the drug shall be added to the Formulary

5. Any drug on the Formulary that is no longer approved for use in Canada will automatically by deleted from the Formulary effective the date federal approval is withdrawn.

B. Over-The-Counter **(OTC)** Products

1. A new OTC product that falls into the following categories:

(a) considered life sustaining;

(b) different strengths or repackaging of life sustaining products already on the Formulary (same product/same company);

(a) products already on the Formulary whose DINs may have changed as a result of a company takeover or reorganization shall be reviewed by the Chief Physician (or other employer-designated decision-maker) The Chief Physician (or other employer-designated decision-maker) will advise the employer whether a) the OTC product is commonly and customarily recognized throughout the physician's profession as appropriate in the treatment of a patient's diagnosed sickness. injury or condition. and b) Best Average Pricing (ie Manufacturer's wholesale price to the carrier) is available for the product When the OTC product is deemed by the Chief Physician (or other employer-designated decision-maker) to meet this criteria, the product shall be added lo the formulary

(b) When Best Average Pricing information is not available for an OTC product, a paper claim will be reimbursed subject to determination by the Chief Physician (or other) employer-designated decision maker) that there is no reasonable alternative product on the existing formulary and that the product is commonly and customarily recognized throughout the physician's profession as appropriate in the treatment of a patient's diagnosed sickness, injury or condition

C. **MISCELLANEOUS**

1. The Corporation agrees to provide the following to The Society a full and complete copy of the list of new drugs approved for use in Canada, as received from the Carrier (usually monthly), a list of (prescription and OTC) items added to the Formulary (including, where applicable, what country it applies to), and, upon written request from The Society, a written rationale for not including a drug on the formulary

2. Notification of the employer's decision to not add a drug to the Formulary, and any ensuing discussion with respect to the employer's rationale for not doing so

e Shall not be deemed to trigger timelines under Article 16 of the Collective Agreement.

e Shall be without prejudice to The Society's position with respect to whether the drug meets the "reasonable and customary" standard, and.

Shall not prejudice The Society's entitlement. or the entitlement of any Society-represented employee(s), lo grieve the employer's decision at a later date

Where a timely grievance is successful, reimbursement for a denied claim shall be limited to the date of claim and retroactive additions to the Formulary shall be limited to the date of claim denial.

3. The Corporation agrees lo provide The Society with an electronic copy of the complete Drug Formulary on a regular basis (calendar year).

4. The Corporation agrees to install. and update on a regular basis. the complete Drug Formulary on the Intranet.

(Signed by Steve Strome for Hydro One and John Cameron for the Society. July 11,2000)

#6 RE: IMPLEMENTATION OF BI-WEEKLY PAY

Without prejudice and without creating a precedent regarding any other matter, pursuant to and in full completion of the commitment set out

in Article 76, the undersigned parties agree to introduce bi-weekly pay for Society-represented employees in Inergi on the following basis.

1. Bi-weekly pay will be introduced the later of January 2002 or when bi-weekly pay is implemented for PWU-represented staff in Inergi.

2. In order to facilitate the transition to a bi-weekly pay cycle, Inergi will advance the equivalent of one (1) weeks net pay on the last weekly-pay pay date to all employees except those who elect not to receive this payment in accordance with paragraph 3 below

3. Employees will be canvassed to determine whether they wish to receive the advancement described in paragraph 2 above Failure to respond within two (2) weeks of receiving the option form will result in the employee deemed to wish to receive the advancement,

4. Employees who receive the advancement will be required to pay it back in equal installments over six months Such deductions will be taken directly off the employee's bi-weekly pay deposit If an employee's net pay is insufficient to cover the required repayment amount, the employee will provide a cheque for the required amount payable to Inergi

5. In the event an employee terminates from Inergi before repaying the advancement in full, any money owed will be deducted from outstanding monies owed to the employee

6. No regular employee will be laid off as a direct result of moving to the bi-weekly pay cycle.

7. This agreement is conditional upon finalization of an agreement between the PWU and Inergi on the implementation of bi-weekly pay for PWU-represented staff. In the event that Inergi and the PWU agree to more provident terms than those contained in this agreement, the Society will have the choice of accepting this agreement or the PWU agreement.

(Signed by Steve Strome for Hydro One and John Cameron for the Society, October 30, **2001).**

#7 RE: NEW COMPENSATION SYSTEM

Inergi and the Society agree that there is a requirement for changing the alignment of the current Performance Pay Plan in order to incorporate the objectives of the business, the principle of "salary bands" and ensuring that there is a competitive total compensation plan which has the effect of rewarding attracting and retaining employees for their contributions and achievements and their role in making the business a successful enterprise

The parties shall establish three (3) broad salary bands to allocate current Society represented employees within the bands These salary bands shall be established through joint agreement of the parties using a balanced assessment of internal relativities. general economic conditions, external market relativibes and a joint market **study** which will be based upon agreed market competitors from within the target market Each Band shall incorporate the "Dual Ladder" principle It is understood that the "target market" shall be defined through agreement of the parties as to who are representative business competitors and organizations with whom Inergi shall be competing within the labour market The parties commit to have this process completed and have the "pay bands" established by March 31st, 2003 If the above assessment indicates there is justification for expanding the lower end of the band, the parties shall do **so** Any dispute regarding the implementation. interpretation or application of this new compensation system will be resolved by an expedited mediation / arbitration process The parties shall agree upon an arbitrator for this process within 30 days of the ratification of this agreement

It is understood that the "broad salary bands" shall be used to determine the progression of individuals in their career development through performance and achievement of competency levels.

Nothing in this memorandum is intended to restrict the union's ability to negotiate any elements of the compensation plan in future

negotiations. including base economic Increases.

The initial placement of jobs into any new "salary bands" shall be performed through agreement of the parties according to the accountabilities. size and complexity of the positions Employees shall be placed into these salary bands at their current base salary level It is understood that the initial placement shall include a "grandparenting" principle for anyone who may be subject to any reductions as a result of the movement onto the bands

The progression of individual employees through the established "salary bands" shall be governed by the assessment of individual capability relative to the requirements of the job defined in the form of the agreed upon competencies Each salary band shall be divided into salary zones that correspond to the three (3) levels of individual development

- Developmental
- Mature
- Expert

An annual assessment of competency level will be conducted for each Society represented employee by their manager using the established and agreed upon competency reference points Quarterly reviews shall also be conducted lo provide coaching and feedback throughout the year It is understood that the quarterly reviews shall include precise information and constructive feedback to the employee with regard to any areas wherein the employee requires development and improvement

The parties further agree to establish a "Variable Incentive Pay" by agreement of the parties. The principles of such a VIP shall be the rewarding of achievements based upon Individual, line of business and corporate targets which appropriately correspond with the level of the employee within the Company, the recognition of a direct connection between performance and rewards. Incentive Pay shall be calculated according to an agreed upon and preestablished ratio of corporate, line of business and individual measures and targets. It is understood that the targets shall be simple, measurable, challenging yet attainable. relevant and timely as well as being consistent and fairly applied.

Corporate and line of business targets shall be established through the business planning process and shall be communicated to the Society and employees ideally within the first 30 days of the calendar year but not later than March 31st

Individual targets shall be established for each employee through the performance assessment process referred to above The assessment shall include a mutually agreed to (employee-manager) method of measuring an employee's achievement of targets corresponding to the performance expectations and actual achievements of these expectations. It is understood that the setting of targets shall be subject of mutual agreement between the employee and the manager

Should there be a dispute between the employee and her/his manager regarding the achievement of targets and expectattons. the employee shall retain the right to challenge her/his manager's assessment through the grievance/arbitration process of this collective agreement

Given the implementation of the new compensation system which includes an individual component to the incentive plan:

First year:

0% Competency Base Increase
4% Incentive Pool- Meets Targets
2% Incentive Pool- Exceeds Targets

Incentive Plan based on corporate, line of business and individual components.

(Signed by Barb Keenan for Inergi and John Cameron for the Society, October 18, 2002)

#8 RE: CHANGE OF EMPLOYER AND VOLUNTARY CASH-OUT

In the case of a change of employer, employees at Inergi L P , who are eligible for regular retirement or undiscounted retirement on or before the date of closing of the transaction to transfer, shall be given 60 days notice of their right to make an irrevocable election within that 60 days and prior to the closing date, to retire effective on the closing date

Should an employee make a decision to retire they will retire effective on the date of closing and receive a lump sum payment equal to one (1) 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 appropriate form directing the payment into his/her RRSP account

This Letter of Understating shall expire on December 31, 2003.

#9 RE: SUSPENSION OF CERTAIN PROVISIONS IN THE 2002 SOCIETY - INERGI COLLECTIVE AGREEMENT ("PARKING LOT LOU")

Without prejudice and without creating a precedent regarding any other matter, the undersigned parties agree to suspend the operation of those provisions of the 2002 Society-Inergi Collective Agreement listed below *for* the term of the agreement in recognition that they may not be required or apply in the Inergi business context and on the understanding that should conditions change such that any of these provisions are required or apply in the opinion of either party, then they shall be immediately reactivated and form part of this agreement with full force and effect from the date of reactivation

- Subsection 53 5 1' (reimbursement for moving expenses on retirement if employee owns trailer or house on Inergi property)
- Section 80 2, second paragraph (kilometrage reimbursement rate for hauling a trailer)
- Section 82.3 ("Stranded Employees")

[1] Numerical references are to the 2002 Society-Inergi Collective Agreement

(Signed by Barb Keenan for Inergi and Dave Arnold for the Society, February 2003)

#10 RE: RELATED WORK OPPORTUNITIES

The parties enter into this Letter of Understanding in order to resolve mutual concerns in an atmosphere of trust and respect

Notwithstanding anything in the Collective Agreement between Inergi and the Society of Energy Professionals ("the Society"). this Letter of Understanding shall form part of the Collective Agreement between the Society and Inergi and shall only be enforceable as specified herein

This Letter of Understanding is subject to the same renewal and expiration provisions as the Collective Agreement of which it is a part

DEFINITIONS FOR PURPOSES OF THIS LETTER OF UNDERSTANDING

"Cap Gemini Ernst & Young [CGEY]" shall Include its parents, its direct and indirect subsidiaries, affiliates, joint ventures, partnerships, related companies, successors and assigns.

"Related Work Opportunities" shall mean CGEY work that is related or similar to work that is being done or has been by the Society bargaining unit at Inergi

Intent

(I) It is in the parties' mutual interest that CGEY grow its business and that Society-represented employees of Inergi share in such growth where practicable

(ii) Where the work being undertaken is work that can be reasonably defined as falling under the jurisdiction of the Society (i e , is related or similar to work done by Society-represented employees). Society represented employees, non-represented CGEY employees and CGEY clients will have the ability to work together on teams

(111) Where Society-represented employees work on teams with non-represented CGEY employees, they shall have access to any skill/career development opportunities that are related to the performance of the work In question and to grow their careers.

The parties agree to give full application to the above intent statements in determining whether Related Work opportunities will be subcontracted or otherwise assigned to Inergi.

11. Related Work **Opportunities & Assignment** of Work

CGEY and the Society will meet quarterly lo discuss related work opportunities Such discussions shall involve a full and frank discussion (subject to reasonable confidentiality requirements) of ongoing or upcoming related work opportunities. the nature of the related work opportunities, the viability of such work being done by the Society bargaining unit, and related topics

The discussion process will not prevent CGEY from completing proposals. closing deals, or performing work with respect to related work opportunities.

In respect to related work opportunities that are not sub-contracted or otherwise assigned to Inergi, the Society shall not bring a related employer application under section 1(4) of the Labour Relations Act or its equivalent

In the event Related Work Opportunities are contracted or otherwise assigned to Inergi by CGEY, the following conditions shall apply

(a) The Society shall not utilize these Related Work Opportunities in any way to organize unorganized employees who are employed by CGEY or by clients of CGEY.

(b) The Society Collective Agreement shall apply to the work unless the parties have mutually agreed lo modify the application of the Agreement to facilitate the contracting or assigning of work to Inergi.

(c) The Society shall not bring a related employer application under Section 1(4) of the Labour Relations Act or its equivalent in respect Of Related Work Opportunities that have been contracted or otherwise assigned to Inergi.

Dispute Resolution Process

(1) Either party may, as necessary. require discussions to be held between the CGEY President and the Society President. or their empowered designates, to address issues of concern respecting related work opportunities and the discussion process If the Presidents (or their designates) are unable to reach agreement. then a mutually agreed upon mediator shall attempt to mediate a resolution of the dispute between the parties

(2) The dispute resolution process shall not prevent CGEY from completing proposals, closing deals *or* performing work with respect to related work opportunities.

(Signed by Barb Keenan for Inergi and Jack Neil for the Society. June **11,2002)**

#11 RE: INERGI VERTEX TRANSITION PROVISIONS

Without prejudice and without creating a precedent regarding any other matter, the undersigned parties agree as follows:

1. The provisions of this Letter of Understanding have no application to any person who was not an employee of either Inergi or Vertex on April 1, 2003

2. The term "bargaining unit" for purposes of this Letter of Understanding shall mean the Society bargaining unit with either Inergi or Vertex

3. Until March 1, 2004, an employee in a bargaining unit is eligible to apply to posted vacancies in another bargaining unit An employer receiving such application will select applicants in accordance with the provisions of its collective agreement with the Society that govern selection to vacancies Such applicants shall be given priority consideration after non-surplus regular applicants but before temporary employees and employees temporarily included in the Society's bargaining unit paying Society dues (i e, between categories f and g in Subsection 65 6 3 of the 2003 Society-Inergi Collective Agreement) A successful applicant will transfer his or her Service in accordance with paragraph 4 below

4. Any successful applicant to a position in another bargaining unit shall transfer all accumulated service credits (e g , service. vacation. seniority, pension and sick leave) to the new employer.

5. This Letter of Understanding expires on March 1, 2004.

(Signed by Paul Johnston for Inergi, Dave Kirkonnell for Vertex and Tracy Miller and Jack Neil for the Society, March 19, 2003)

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