

COLLECTIVE AGREEMENT

BETWEEN

INERGI L.P.
("Inergi" or "The Employer")

AND

THE SOCIETY OF ENERGY PROFESSIONALS
("The Society" or "The Union")



January 1, 2009 – December 31, 2011

13942 (04)

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


Ineri L.P.


The Society of Energy Professionals


Date

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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.

PART II – RECOGNITION

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 Schedule **05**.

Exclude:

- a) 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 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 to practice in Ontario and employed in a professional capacity; or b) an employee with equivalent credentials who is in a position that requires engineering expertise and specialized knowledge. "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. "Scientists" includes employees who satisfy these criteria and who are required to perform supervisory functions.
- e) "Professional employee" means an employee who:
 - i) in the course of his/her employment is engaged in the application of specialized knowledge ordinarily acquired by a course of instruction and study resulting in graduation from a university or similar institution; and
 - ii) is eligible to be a member of a professional organization that is authorized by statute to establish the qualifications for membership in the organization; or
 - iii) performs the functions, but lacks the qualifications of a professional employee.

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

- f) “Administrative employee” means an employee who normally supervises persons engaged in office administration, construction, security or maintenance work who are represented by another trade union. This definition includes employees who share a community of interest with “supervisors”.
- g) “Associated employees” means employees in positions which normally require a university degree or equivalent education or experience. This definition encompasses employees who share a community of interest with “professional engineers”, “scientists” or “professionals” and includes, but is not limited to, Nurses. “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 to 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 **\$152,242.00** (the parties agree that the **\$152,242.00** 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/ band
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

<p>SOCIETY UNIT DIRECTOR</p> <p><input type="checkbox"/> Agreed <input type="checkbox"/> Disagreed</p> <p>If disagreed, why?</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>Society Unit Director (signature)</p> <p>_____</p> <p>Date</p>	<p>SOCIETY STAFF OFFICER</p> <p><input type="checkbox"/> Agreed <input type="checkbox"/> Disagreed</p> <p>If disagreed, why?</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>Society Staff Officer (signature)</p> <p>_____</p> <p>Date</p>
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(The Society's agreement to exclude any position from its jurisdiction is without prejudice to challenge this exclusion at a later point.)

<p>Line Management (signature)</p> <p>_____</p> <p>_____</p> <p>Date</p>	<p>Human Resources Department (signature)</p> <p>_____</p> <p>_____</p> <p>Date</p>
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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 64.13.1).

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 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 it were full time (it should never be prorated).

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 reinstated; external service which has been transferred into the pension plan under a reciprocal pension transfer agreement; and periods of pregnancy/parental leave. It may include certain types of non 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 c 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 30.6 (Competency Payments)**
 - 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 Temporary Assignment to Another Bargaining Unit (applies only to Inergi and NHSS)

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

- a) **The employee retains all rights under the collective agreement of their “home” bargaining unit.**
- b) **The employee’s individual VIPP objectives shall reflect the requirements of his/her temporary assignment. His/her LOB objectives shall be those of his/her “home” bargaining unit.**
- c) **A temporary assignment may be either full-time or part-time. (N,B. May only result in reduced hours for the employee where a reduced hours agreement pursuant to Article 71 is in effect.)**
- d) **Temporary assignments shall be consistent with the employee’s job document.**
- e) **Extensions beyond an 18 month period are subject to mutual agreement between Inergi and the Society.**
- f) **Reciprocal rights apply to employees in both bargaining units. The Society Inergi bargaining unit confirms that reciprocal rights apply to Society-represented employees of NHSS performing Inergi work.**

5.4 Ongoing Shared Services Work

Inergi may assign an employee to perform work for more than one bargaining unit on an ongoing basis, subject to the following conditions:

- **The employee retains all rights under the collective agreement of their “home” bargaining unit.**
- **The employee’s individual VIPP objectives shall reflect the requirements of her/her shared services work. His/her LOB objectives will be those of his/her ‘home’ bargaining unit.**
- **Vacancies for existing positions providing Shared Services shall be advertised in the positions original ‘home’ bargaining unit.**
- **Vacancies for new positions providing Shared Services shall be allocated to the bargaining unit that possesses the skills and capabilities to do the work most effectively consistent with the historical distribution of the Shared Services work function (e.g., finance, human resources) between the two bargaining units.**
 - **The historical distribution is that calculated as of December 31, 2003.**
- **These assignments shall be consistent with the employee’s job document.**
- **Reciprocal rights apply to employees in both bargaining units. The Society Inergi bargaining unit confirms that reciprocal rights apply to Society-represented employees of NHSS performing Inergi work.**

5.5 Society Opportunities – Outside TSDC

- a) **Inergi will develop a process to provide regular employees with opportunities to participate in CGEY work assignments outside the TSDC (“engagements”) on a voluntary basis and subject to release by the applicable manager.**
- b) **Names and qualifications of interested regular employees will be made available to CGEY resourcing managers for consideration in appropriate engagements.**
- c) **CGEY will negotiate a personal services contract with an employee setting out the mutually agreeable terms and conditions of the engagement.**
- d) **When an employee accepts an engagement, he/she:**
 - i. **Retains his status as an employee of Inergi;**
 - ii. **Continues to accrue service credits for all purposes under Article 4**
 - iii. **Will be required to pay Society dues during the term of the engagement.**
- e) **Upon return from an engagement shall exercise redeployment rights in accordance with Section 6.3.**
- f) **Employees on engagements shall be neither advantaged nor disadvantaged with respect to rights under Article 64.**

5.6 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 to pay Society dues during the term of any assignment beginning on or after January 1, 1995.

- 6.1.2 The employee remains represented by the Society until he 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 to 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 not 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:

- the number of employees within the unit of application who are on temporary out-of-province assignments;
 - the duration of the assignments;
 - the seniority of the affected employees;
 - the qualifications of the affected employees;
 - the ability to factor the employee into the on-going joint planning efforts (i.e., will the employee be returning during or shortly after the joint planning process);
 - the ability to fill positions in the new organization on a temporary assignment basis in order to accommodate a returning employee;
 - the need to fill positions in the new organization on a continuing basis;
 - the need to keep employees apprised of developments within their unit of application that may impact on their job status during the assignment.
- 6.4.2 If an employee is declared surplus while he/she is on temporary out-of-province assignment, the employee will be notified and all surplus entitlements will be deferred until the employee completes the assignment and returns to Ontario.

- 6.4.3 An employee on temporary out-of-province assignment who is subject to redeployment under Article 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 to 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 time to address items put forward by either party including the renewal of mid-term agreements. If a settlement is not reached, items may be forwarded, by either party, 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
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	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, **2009** 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, **2009**, 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, **2009** 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 **05** who under Plan A “Nature of Supervision” have either Degree 3 (or higher) or its equivalent;

**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, 2009** to **December 31, 2011** inclusive and, thereafter, shall be renewed automatically from year to year, subject to Section 4.0 of the Voluntary Recognition Agreement (VRA) as amended in the Collective Agreement, unless either Party notifies the other in writing not less than 90 days prior to the expiration of the Collective Agreement that it desires to amend the Collective Agreement. As long as Sections 4.0 as amended and 5.0 of the VRA remain in effect, where notice to amend the Collective Agreement is given, the provisions of this Collective Agreement shall continue in force until a new Collective Agreement is signed.

9.2 No Strike/No Lockout

The Society, employees within the scope of the bargaining unit, and 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 Recognition Agreement.

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.

10.3 Bargaining Unit Information

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

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

10.4 Management will provide a quarterly report to the Society of all non-Inergi staff doing work in Inergi. Management will provide identification of jurisdiction for each such person and exclusion criteria for the position.

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 consulted to the extent that circumstances reasonably permit. The Society agrees that confidentiality will be maintained.

- b) The parties agree to attempt to minimize the negative impacts on 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 to a civil action or a criminal proceeding (other than for offenses under the Criminal Code of Canada) or quasi-criminal proceeding, or other administrative proceeding (such as formal complaint filed with the Human Rights Commission), or is subject to a threat of discipline or actual discipline from an association that is empowered by statute to regulate professional standards. 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 to 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 power 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 final 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 to the advantages gained through a problem-solving approach to dispute resolution.

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

16.2 Definitions

a) **Employee Complaint**

An employee complaint is a claim of unfair treatment that an employee has requested the Society to present on the employee's behalf. An employee complaint which does not meet the criteria of an employee grievance shall not be subject for the grievance/arbitration procedure.

b) **Employee Grievance**

An employee grievance is defined as any dispute between 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 to 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 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.

16.3.2 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.

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

16.3.4 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 for 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 initiated 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
 - iii) 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 **16.7.4**.
- B. 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 grievance the parties agree is not suitable for expedited arbitration, will be referred to a mutually agreeable arbitrator as per Article **16.7.4**. 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 to him/her in a fair and equitable manner, and the arbitrator's decision shall be final and binding. An arbitrator shall not have the power to amend or terminate this Agreement, policies, or procedures save only any policies and procedures which may conflict with the terms of this Agreement.
- 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 to the parties within 10 days of the arbitration hearing

16.7.4 Arbitrators

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

Michel Picher
 Ken Swan
 Jane Devlin
 Bill Kaplan
 Jules Bloch
 Pam Picher

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 to 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.

- 17.5 **Disciplinary penalties resulting in a suspension without pay will not be imposed until a final decision (agreement between the Society and the employer, or an arbitrator's decision) has been reached.**

The above is contingent upon the following:

- **The case is heard at the next step 2 meeting**
- **If unresolved, heard at the next available arbitration date.**

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 any 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 to 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.

19.5 Training and Development

Training and development objectives will form a key component of an employee's annual performance review meeting with his/her manager. Training and development objectives may include, but not necessarily be limited to, the following:

- **In-house and external formal training, covering technical and non-technical skills;**
- **Informal training such as on the job training;**
- **Rotational assignments, including, but not limited to, projects.**

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 will be granted reasonable time off from normal duties and have normal base earnings maintained while acting as a Society representative in any of the steps of the grievance procedure or when required by Management to be a participant in arbitration proceedings under Articles 16, 19, 20 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 re-election is made or on the date 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 completed in May 2008. The provisions of the DB Plan are generally described in the brochure "A Guide to 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 shall 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 to challenge the actuarial assumptions used for such filing.

22.3 Probationary Employees

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

22.4 Undiscounted 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 Inergi will conduct solvency and going concern valuations annually, the results of which will be shared with the Society through the Inergi Society Pension Committee.

22.9.5 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 to the amount one would receive if there 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 Plan 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 integration factor.
- b) The parties will agree upon a trigger point for an increase in employee's contributions by .5%.

- 22.13 For each Society member selected to participate in the VSP who retires and elects to take the commuted value of his/her pension upon retirement, Inergi shall top up the difference between the commuted value amount and the commuted value amount multiplied by the Transfer Ratio of the Inergi Pension Plan as set out in Inergi's most recent filing with FSCO.**

The parties agree that there shall be a one-time ten million dollar (\$10,000,000) additional Company contribution into the Inergi Pension Plan within three (3) months of the ratification of the 2009 Collective Agreement.

Employee contributions to the Inergi Pension Plan shall increase from 4% and 6% below and above YMPE respectively, to 5.0% and 7.0% below and above YMPE respectively effective January 1, 2009. Effective January 1, 2011 the employee contributions to the Inergi Pension Plan shall further increase from 5.0% and 7.0% below and above YMPE respectively, to 5.5% and 7.5% below and above YMPE respectively.

Inergi shall make additional contributions to the Inergi Pension Plan if the Transfer Ratio (including indexation) is less than 0.80. The amount required to bring the Transfer Ratio up to 0.80 shall be paid monthly into the plan over a period of up to thirty-six (36) months by Inergi. The amount of these additional contributions that may be required shall be determined and re-evaluated annually by Inergi.

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 to the employee to 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 AND COMPENSATION PLAN

24.1 SALARY SCHEDULES

24.1.1 Salary rates shall be in accordance with Salary Schedule **05** (below). The salary schedule shall be increased **as follows**:

- **Effective January 1, 2009** **3%**
- **Effective January 1, 2010** **3%**
- **Effective January 1, 2011** **3%**

Economic increases affect the entire salary grid.

SALARY SCHEDULE 05

2010 Annual Salary Bands are			
Band	Developmental	Mature	Expert
A	\$87,486 – \$98,421	\$98,422 – \$120,293	\$120,294 – \$131,228
B	\$77,130 – \$86,771	\$86,772 – \$106,053	\$106,054 – \$115,694
C	\$64,765 – \$72,860	\$72,861 – \$ 89,052	\$ 89,053 – \$ 97,147

2011 Annual Salary Bands are			
Band	Developmental	Mature	Expert
A	\$90,110 – \$101,374	\$101,375 – \$123,902	\$123,903 – \$135,166
B	\$79,443 – \$ 89,374	\$ 89,375 – \$109,234	\$109,235 – \$119,166
C	\$66,708 – \$ 75,047	\$ 75,048 – \$ 91,724	\$ 91,725 – \$100,062

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.

This article is suspended for the term of this agreement

26 PAY PROGRESSION FOR GRADUATE HIRES

26.1 Inergi and the Society recognize the importance of hiring recent graduates from post-secondary institutions into Society positions for development. The starting salary and progression of such employees shall normally occur in three steps, each at six month increments.

- 26.2 The starting salary for such developmental positions will normally be 91% of the lower endpoint of the Band C salary range, and progress in steps to 94% at six months, 97% at twelve months and 100% at eighteen months following the commencement date.
- 26.3 The starting salary for employees with advanced degrees and/or prior applicable experience may be set at a higher intermediate step.
- 26.4 A progression step may be withheld due to unsatisfactory performance. In such cases the employee's performance will be reviewed at the next progression date and, if performance has been satisfactory, the employee will progress to the next step at that time. If progression is withheld due to unsatisfactory performance for two consecutive progression periods, there may be cause for termination.
- 26.5 A regular Band C base position for each developmental employee shall be identified at the time of the offer of employment for a new employee. The employee shall be assigned to that base position at the end of their third step.

28 JOB EVALUATION PLANS

The job evaluation plan that is used to rate Society-represented jobs forms part of this Collective Agreement. **This plan is:**

- The HayGroup recommended Levels of Works (LOW) system.
- LOW description, Notes to Raters, list of benchmark jobs, and final ratings of benchmark jobs based on updated job descriptions are subject to mutual agreement and will be incorporated by reference in this Article.

30 COMPENSATION PLAN

30.1 External Reference Community

In order to establish a credible and acceptable benchmark for base salary compensation, the parties will select, by mutual agreement, suitable comparator companies from the Hay Group database ("salary database") no later than January 31, 2004.

To be acceptable participants in the salary database, a company must satisfy most of the following criteria:

- Provides similar services as Inergi provides; and
- Has a similar or larger annual revenue as Inergi; and
- Is a 'hiring' competitor for the same or equivalent skills as employees of Inergi; and
- Agrees to make available reported salary data sufficient to make adequate job size comparisons to jobs employed by Inergi; and
- Employs unionized workers in a density similar to that of Inergi.

A majority of the companies included in the salary database must satisfy the “union density” criterion per above. If HayGroup is unable to obtain information on sufficient companies that meet this criterion, the parties, in conjunction with HayGroup, will agree upon proxy methodology to reasonably simulate the effect of this criterion.

The parties reserve the right to revisit the composition of the salary database comparator participants 12 months following the implementation of the new salary policy line and in conjunction with the results of the first Hydro One commercial benchmarking study.

30.2 Salary Policy Line for New Bands

- P-60 (target market rates)

30.3 Size of Salary Bands

- 80-120%

30.4 Job Size or Job Match Methodology for Setting the Dollar Range for New Bands

- Job size

30.5 Salary Differential

There will be a minimum 3% positive differential between the base dollar standing of a Society supervisor and the “relief rate” of their highest-paid PWU report. The differential will only be paid to those individuals experiencing the “rub”. This minimum differential will be maintained on an ongoing basis for the duration of the rate rub.

30.6 Competency Payments

Payments will be made to employees who meet applicable “performance” criteria (e.g., demonstrated competencies, skill accomplishments).

Employees whose base salary exceeds their assessed competency level for their salary band will be ineligible to receive competency payments until their assessed performance (based on applicable performance criteria) exceeds the level associated with their base salary.

Management agrees that establishment of individual PDPs will also be governed under the March 31 deadline and should this deadline not be met the PDPs will be deemed as met.

Year end performance assessments will be completed no later than December 15 of the plan year.

Managers and their employees must make reasonable efforts to reach agreement on the employee’s PDP objectives and the related performance assessment by the specified dates.

30.7 Minimum Competency Pot Payout

The annual minimum pot for each year of the collective agreement shall be:

- 2009 1%
- 2010 1%
- 2011 1%

The negotiated annual minimum pot must be paid out, the mechanics of which will be determined by agreement of the joint compensation team on a yearly basis.

30.8 Progression Through Pay Bands

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.

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. It is understood that the reviews shall also be conducted to 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.

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 not 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 pro-rated 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 32.2 above, except for 32.2.1 (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-represented 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 duty.

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 to take time off for family care. Normally, up to **ten (10)** days a year may be taken for this purpose. By mutual agreement with his/her supervisor, the employee may pay for this time by using his/her banked

overtime, by working back the time over a reasonable period of time, or by taking the time off without pay.

33.5 Family Medical Leave

Legislation was enacted effective January 1, 2004 through the Federal Government to allow employees access to EI benefits to provide care or support to a gravely ill family member with significant risk of death within 26 weeks. The Provincial Government of Ontario has enacted legislation to allow family members leave up to 8 weeks to care for seriously ill family members. Inergi shall grant such leave as requested by an employee. Eligibility for Family Medical Leave will be governed by the rules and regulations set forth in the Employment Standards Act, 2000.

33.6 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.

33.7 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 take 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 As a condition of granting a leave application by an employee, Inergi may require a participating employee to 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 take 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. 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

39.7.1 Employees who are hired directly into, or within one year of their ECD are appointed to, jobs on or after new plan date will receive external experience credits as follows:

- **Band C – 2 years vacation credit**
- **Band B – 4 years vacation credit**
- **Band A – 6 years vacation credit**

39.7.2 External experience credits obtained by employees prior to the introduction and implementation of the new pay plan will have their credits grandfathered (see below).

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 for external experience, applicable to four, five, and six weeks vacation entitlement. Credits are based upon the highest salary grade attained within one year of hiring and are translated into an External Experience Value (EEV).

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

Salary Schedules 01, 02	April 1, 1956
Salary Schedules 05, 07, 08, 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/SCT3	1 year
MP2/MF22/FMP12/TMS3/ TS7-8/OSS9/SCO1	2 years
MP3/MF23/FMP13/TMS4/SE11/ TS9-10/OSS10/SCO2	3 years
MP4/FMP14/TMS5/SE12/OSS11/ SCO3	4 years
MP5/FMP15/OSS12/SCO4	5 years
MP6/FMP16/HO1	6 years

39.7.2 Appointments to Graduate Hire Positions Paid Pursuant to Article 26

A graduate hire employee will receive one year's vacation credit.

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.

39.9 Vacation Without Pay

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

39.10 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 to 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 to June 30, and not taken during the current calendar year; plus
 - ii) 4% of accumulated earnings from July 1, to the date of termination, or the appropriate percentage (determined by vacation entitlement) of base earnings from July 1, to the date of termination; whichever is greater.

- b) If an employee terminates between January 1, and June 30, he/she receives the following:
 - i) 4% accumulated earnings from July 1, to date of termination, or the appropriate percentage (determined by vacation entitlement) of base earnings from July 1, to the date of termination; whichever is greater; *minus*
 - ii) vacation taken in the current calendar year.

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

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

The appropriate percentages determined by vacation entitlement are as follows:

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

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

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

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

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 pro-rated 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 leave 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 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 Inergi portion of the contributions for Group Dental, Extended Health Benefits, Pension Plan, Life Insurance, and any other type of benefit plan related to the employee's employment as prescribed by the *Employment Standards Act* for provincially regulated employees, and the *Canada Labour Code* for federally regulated employees, for the duration of the pregnancy leave, unless the employee gives 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 to begin.
- d) Reinstatement: At the end of parental leave, the employee will be eligible to return to the position the employee had prior to the leave, if it still exists, or to a comparable position, if it does not.
- e) Benefits: 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 AND FEDERAL

(Only maximum entitlements available are shown)

Birth Mothers:

Pregnancy Leave

2 wks 93%	15 wks EI+SUB=93%
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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)* Unpaid	3 weeks EI + SUB = 93%	Maximum 32 weeks EI
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- 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
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Parental Leave if ineligible for EI

Maximum 35 weeks
Unpaid

43 SICK LEAVE PLAN

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 to 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 to 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 starting date of the employee's continuous absence due to disability; or a total of six months in accumulative authorized medical absences in the year prior to the date sick leave expires due to the same progressively deteriorating disability; or the expiration of sick leave whichever is longer.

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 to contribute 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 Plan.

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 top-up grant for the duration of Workers' Compensation Disability benefits. The top-up grant will ensure an employee's net pay is maintained.

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

Pending a decision of the 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 top-up grant for compensable disability leave will be withheld if the employee refuses a medically suitable position that she/he is capable of performing, pursuant to the provisions of Article 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; and/or
- Have been approved for a Workplace Safety and Insurance Board (WSIB) award; and/or
- 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 to 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 to 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 is 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 to 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., pro-rating 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 to 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 to receive full (i.e., full time) service credit during rehabilitative employment and have full coverage (i.e., no pro-rating) 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, dated January 1, 2009* and in accordance with the existing insurance carrier contract for Society-represented 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 different/alternative treatment. This enabling provision does not constitute an employee entitlement to different/alternative 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).

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 property is not an acceptable risk.
- 51.1.3 The employee must abide by all of the requirements of the Housing Assistance Plan. Failure to do so will result in the employee becoming ineligible for housing assistance from Inergi.

51.2 Purchase Guarantee

- 51.2.1 Inergi will provide a purchase guarantee based on an appraisal of the property's current worth by a group of up to three appraisers, to be selected by the Real Estate 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 to the new work location and the employee is prepared to abide by Subsection 51.2.4 and Subsection 51.3.1.
- 51.2.3 The employee must acknowledge acceptance or rejection of Inergi's Purchase Guarantee within five days of its receipt. If the employee rejects the Purchase Guarantee, Inergi has no further responsibility with regard to Housing Assistance or the Purchase Guarantee.
- 51.2.4 If the employee wishes to participate in the Housing Assistance Plan, the employee must not list the property for sale until the Purchase Guarantee has been accepted.
- 51.2.5 Home Appraisal Documentation

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 to be given to the Society on a semi-annual basis for the

term of this collective agreement. Any anomalies in the report may be discussed by the Society and 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 or down payment on a residence at the new location, an advance of up to 100% of the employee's equity (Purchase Guarantee minus encumbrances) in the residence at the former location may be loaned to the employee by 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 to 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 to 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 to the old residence due to an inability to sell. If closure of the sale is imminent, the period may be extended by up to six weeks.
- Time off with pay to a maximum of one day's base earnings if the day of the move falls on a normally scheduled working day.
- Employees may elect, subject to the negotiations of their availability through Business Unit Mid-Term Agreements (Article 7), to receive lump sum payments in lieu of the following:
 - * temporary living expenses;
 - * reimbursement for costs associated with return to residence headquarters;
 - * benefits and expenses associated with house hunting trips;
 - * temporary storage, etc.

52.3.4 Spousal Assistance

An employee will be reimbursed for his 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 to be his/her principal residence and that no new revenues for renting any portion of the residence are being received.

54 HOUSE EVALUATION AND GUARANTEE PLAN

Upon subsequent transfer within Inergi, an employee will be guaranteed his/her purchase price up to a maximum of four times his/her base salary at the time of the initial transfer (plus \$1500 for capital improvements on new homes, \$15,000 for resale homes or minus \$3,000 for damages to the property). This guarantee will be for a period of ten years from the date of purchase. Improvements must be verified by receipts and do not include normal painting, decorating and maintenance costs. An employee may not sell his/her house for less than the guaranteed amount without the consent of 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 for all reasonable out-of-pocket expenses and travel costs.
- c) When an employee is assigned to a Temporary Work Headquarters, the employee will normally remain at the Temporary Work Headquarters. If there is mutual agreement between the supervisor and employee to commute daily, then the employee may do so.
- d) Employees will be reimbursed for all reasonable out-of-pocket expenses associated with being assigned to the Temporary Work Headquarters.
- e) Employees will be reimbursed for any additional travel costs beyond their normal travel costs to their Regular Work Headquarters.
- f) Travel time on the first trip to, and on the last trip from, the Temporary Work Headquarters shall be either during normal scheduled hours or compensated in accordance with Article 58 (Travel Time) if outside normal scheduled hours.
- g) Selections for Temporary Work Headquarters assignments should not be made on the basis of travel cost considerations.

55.2 Definitions

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

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

“Periodic Return”: The return to the employee’s principal residence once every two weeks.

55.3 Compensation When Remaining at Temporary Work Headquarters (TWHQ)

- a) When the employee resides at the TWHQ and does not commute, the employee shall be reimbursed for all reasonable out-of-pocket expenses incurred while at the TWHQ.
- b) An employee who resides at the TWHQ will be allowed a periodic return once every two weeks.

The employee shall be reimbursed for travel costs associated with the periodic return for the distance between his/her principal residence and his/her TWHQ, less normal 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 of remaining at the TWHQ would be less than the cost of a return trip, the employee may claim actual travel costs up to the cost of remaining at the TWHQ. If the cost of remaining at the TWHQ is greater than the cost of a return trip, the employee may be reimbursed for all travel costs incurred for a return trip on that weekend.
- d) For employees who reside in rental or leased accommodation at the TWHQ, cost of travel on intermediate weekends will be based on the lesser of a per diem rate based on the daily costs of normally used local hotel/motel accommodation (meals included) or actual travel costs (less normal traveling costs).
- e) Travel time will not be paid for return trips to home on intermediate weekends.

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

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

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

The use of an 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 to work at a number of different work headquarters. In these cases, local management will determine the appropriate compensation treatment, but such compensation will not be less than that applicable to other employees under this Article.

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 half hour per day calculated at **Midpoint of Band B**
- 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 **Midpoint of Band B**.
- 56.2.4 The on-call service payments specified above will apply only to the time periods as specified.

57 OVERTIME

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

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

57.2 Day Workers

Overtime Worked	Overtime Hours	Rate of Payment
Monday to Friday	Authorized overtime beyond normal scheduled hours worked in the day	Time and one half (T-1/2)
Saturday	Authorized overtime.	Time and one-half (T-1/2)
Sunday	Authorized overtime.	Two times (2T)
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).

57.5 **Employees** 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 to the Society every 6 months.

58 TRAVEL TIME

The following provisions shall apply to employees who are required to 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 time above and beyond the employee's normal travel time between home and normal work headquarters
- the desire to 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 to normally scheduled hours for which there has been no pre-arrangement and an extra trip is required. Notification for prearranged overtime must be given at least 24 hours in advance of the start of such work.

58.4 Attendance at Seminars, Conventions, Etc.

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

59.1 Definitions

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

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

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

59.2 Shift Workers

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

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

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

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

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

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

59.3 Shift Allowances

- a) Shift Premiums
 - Shift work on Saturdays and Sundays: 50% of 95% of the **Band B** reference point rate per hour worked.
 - Shift work on statutory holidays: 95% of the **Band B** 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

In information technology organizations where the shift allowance payable to a 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 Shift Supervisor.

Until Inergi is able to solve the relativity problem in information technology organizations, 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 a 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. The following conditions shall apply:

a) Notice

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

- i) Shift change notices between 10-hour shifts will provide at least 12 hours off.
- ii) Shift change notices between a 10-hour shift to a 12-hour shift or vice versa, will provide at least 12 hours off.
- iii) Shift changes notices from a 10-hour shift to an 8 hour shift or vice versa will provide at least 15 hours off.

b) Shift Differential

- First shift – 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 **Band B** reference point rate per hour worked.
- Shift work on statutory holidays – 95% of **Band B** reference point rate per hour worked.
- The statutory holiday shift premium shall be paid on an actual hourly-as-worked basis.

d) Special Circumstances

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

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

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

59.6 Periodic Shifts for Non-Shift Workers

- 1) Periodic shifts for non-shift employees shall be allowed to mirror shifts created under PWU “periodic shift” agreements in force at the time of settlement, when the Society employee(s) provides direct supervision or technical support (including inspection/testing) alongside such PWU-represented employees for:
 - a) field settings
 - b) laboratory settings.
- 2) In the circumstances described in paragraph 1, above, an employee shall be assigned to periodic shifts for a maximum of 60 working days per fiscal year in the aggregate, 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.
- 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 cost.
 - 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.

60.3 Shift Premium

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

Shift work on Saturdays and Sundays	50% of 95% of the Band B reference point rate per hour worked.
Shift work on Statutory Holidays	95% of the Band B reference point per 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 to 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 12-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 Time 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 time beyond normal working hours will be compensated according to the overtime provisions of this Agreement in place of the allowance.

– Payment Per Shift Turnover –

<i>Salary Grade</i>	
Band A	\$16.40
Band B	\$14.40
Band C	\$12.65

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. In no circumstances will the external training exceed six weeks if the employee is required to be absent from work.
- c) 100% of reasonable costs paid by the employee for external training courses will be reimbursed where:
 - the training course will create or maintain the employee's capability related to current job performance;
 - the training course develops an employee's capability for a position identified in a succession, retraining, or redeployment plan.
- d) 75% of registration/tuition fees and learning material costs will be paid for external training courses which improve an employee's capability for future jobs within 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 to 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 to 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 to 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 same³;
 - unchanged location;
 - unchanged hours of work;
 - 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.
- 64.3.8 “LATERAL POSITION” shall mean a job paid from:
- a) the same salary schedule and is the same salary **band** as the employee’s current **band**;
- “LATERAL PLACEMENT” 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 the 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

³ The operational meaning as determined by the JRPT in adverse impact situations.

or lower-rated position. If there are no qualified surplus applicants Management is then obliged to 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 **band** higher than the employee's current job if rated on the same 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" shall mean all prior service with Ontario Hydro and Inergi or other eligible seniority 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 64.10.1 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; and/or
- The employment continuity of employees is adversely impacted; and/or
- Positions with incumbents are transferred within/between subsidiary companies, relocated or significantly changed (e.g., a change to job duties and/or skills/qualifications and/or 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 to 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.

Change of Employer

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 all available information relating to the new employer that is relevant to employees to the extent that circumstances reasonably permit. The Society agrees that confidentiality will be maintained.
- 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 to 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 to 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 to 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 to enforce its terms.

No Adverse Impact

64.7 Allocation/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 and/or 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; and/or
 - Relocations are required involving positions with the same classification with more than one regular work headquarters; and/or
 - Where there are a different number of incumbents than positions for which incumbency rights can be exercised; and/or
 - 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 not 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 the positions.
- 5) If a job offer is found to be unreasonable by the Joint Reasonable Offer Team, then the JROT will re-examine the match. If no reasonable job is available, then the employee will be declared surplus with full entitlements.
- 6) Employees who accept a lower-rated position or who experience a reduction in hours of work as a direct result of Mix and Match will be entitled to the provisions of 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) Any employee may be matched to 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).

8. 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 to (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 rights and where the JRPT believes there are reasonable opportunities for promotion. The JRPT will identify the individual employee(s) or categories of employees facing these circumstances and the positions or categories of positions that represent promotional opportunities.

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

Employees paid **pursuant to Article 26 (Graduate Hires)** will not normally have their seniority considered with employees from Salary Schedule **05**. The Joint Redeployment and Planning Team may decide on exceptions when **graduate hire** employees have achieved at least Step **2** and have greater seniority than entry level employees on Salary Schedules **05**.

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 **pursuant to Article 26** will have priority consideration in the same manner as other Salary Schedule **05** surplus employees. Where the Joint Redeployment and Planning Team does not accept that the circumstances warrant exceptions, surplus **graduate hire** employees paid **pursuant to Article 26** will have priority consideration for **Band C** 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 basis 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 If an employee accepts a position at the same salary level, it will be at the same salary and performance level subject to later performance reviews.

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

Exception:

An employee who is within three years of eligibility for an undiscounted pension will be entitled to any negotiated economic increases for the period of time prior to qualifying for the undiscounted pension. In the event that the employee does not retire upon qualifying for an undiscounted pension, his/her base salary dollars will be frozen at that time. (This would include any economic increases occurring during the period of time prior to qualifying for an undiscounted pension.) At this point, the normal salary maintenance provisions will apply.

64.12.1.3 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 **64.12.2.2**, 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 **hired before the ratification of the Collective Agreement** 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 Band Hired Into	Credit
Band A	12 weeks
Band B	8 weeks
Band C	4 weeks

- For reduced hours employees, the service-based payment in lieu of notice entitlement will be calculated as if all service had been worked full-time.

The total payment in lieu of notice entitlement will not exceed 60 weeks.

All full-time and reduced-hours employees hired on or after the ratification of the Collective Agreement, who are declared surplus shall have the above entitlements save and except the 24 week basic payment in lieu of notice entitlement. Such entitlement will be reinstated after the third full year of service.

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 of 20 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 for base hours of work for the full-time position (refer to Section 71.2) to the nearest whole month (30 days). Credit will be given on a pro-rated basis for any service which exceeds a whole year to the nearest whole month (30 days).

Severance pay is paid only when employment has terminated.

Persons receiving severance pay will not be considered employees for the purpose of any benefit, service accumulation nor for any other purpose from the day of termination except for recall as per Section 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 to 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 legislation. 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 **64.13.2.1** "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 to full retirement benefits in addition to full entitlements under this Article.

64.15 Recall Rights

Employees whose employment is about to terminate are entitled to the following:

- a) A terminating surplus employee will be eligible for either:
 - a weekly paid severance payment with entitlements to recall 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. **Graduate hire employees** or **employees** 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.
- **The base position of a regular employee will be protected while he/she is on temporary assignment outside of Inergi.**
- **Jurisdiction of new work, awarded to the TSDC, will be allocated to one of the BUs.**
- **Reciprocal rights for Inergi and NHSS employees will be required for resourcing flexibility across the TSDC.**
- **Resourcing decisions will balance fairness to employees, including employee preferences, with business effectiveness and efficiency.**
- **Inergi must continue to honour and meet its customer commitments.**

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

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 to last six (6) months or longer in duration will be posted unless there is agreement with the Society. The scope of the posting will be determined by the receiving unit and may be within the Department, Division/Business Unit or 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 to release the employee and the receiving unit's interest in the employee coincide. Rotations will be voluntary.

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

65.5.4 Employees selected for rotation will be provided with a letter in advance of the rotation stating the nature, terms and conditions of the assignment, including rotation duration and details of the performance appraisal process. These terms and conditions should be mutually acceptable.

65.5.5 An employee, other than those who are surplus, who accepts a job rotation will be given a guarantee by the sending unit that he/she can return to his/her original position, if available, or to a comparable position normally with the sending unit.

65.5.6 Terms and working conditions while on a job rotation will comply with all applicable Articles in the Collective Agreement concerning pay treatment, overtime, performance pay plan and appraisal process, moving expenses, travel expenses and related Inergi policies.

65.5.7 Employees should not be restricted from applying to advertised vacancies or from being subsequently released from the rotational assignment if selected where the employee is surplus or the vacancy represents a promotion.

65.5.8 Performance feedback is an essential ingredient in any rotational assignment and should be provided during and upon completion of the rotation. A rotation should not normally have a negative effect on an employee's performance pay standing.

65.5.9 Opportunities for Society-represented rotational opportunities shall be available to regular Society-represented employees in both bargaining units. Inergi will post all NHSS rotational opportunities on the Inergi website. Applicants will be considered in the following priority order:

- (i) regular employees from the 'home' bargaining unit.
- (ii) regular employees from the other bargaining unit.
- (iii) temporary employees from the 'home' bargaining unit.
- (iv) temporary employees from the other bargaining unit.
- (v) other TSDC applicants.

This provision is subject to the following conditions:

- **The employee will retain the rights of the collective agreement of his/her 'home' bargaining unit.**
- **Reciprocal rights will apply to employees in both bargaining units.**
- **The Society Inergi bargaining unit confirms that the provisions of this sub-section apply to Society-represented employees of NHSS subject to reciprocal rights for Inergi employees.**

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) a regular position currently held by an employee where a job review has resulted in a change in salary schedule and/or salary grade.
- f) to fill vacancies with the same occupation code within six (6) months of the ongoing posting, in which case Management may select from the previous list of candidates, after checking that surplus employees have not become available for consideration since the vacancy was last advertised;
- g) to meet legislative requirements.

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 **graduate hires** applying for **Band C**.
- b) Surplus **graduate hire** employees paid pursuant to Article 26 who were not mixed and matched with Schedule 05 employees and who have greater seniority than Surplus Applicants on Salary Schedule 05 and have elected to remain on payroll for the "vacancy transition phase" will have priority consideration for **Band C** vacancies before the applications from all other individuals other than those in (a) above.

- c) Surplus terminated persons with recall rights pursuant to Section 64.15.
- d) Rehabilitative employees pursuant to Section 46.5.
- e) All regular Society-represented applicants to the vacancy.
- f) **Regular Society-represented applicants from the NHSS bargaining unit.**
- g) **Temporary employees and employees temporarily included in the Society's Inergi bargaining unit paying Society dues.**
- h) **Society-represented temporary employees of NHSS and employees temporarily included in the Society's NHSS bargaining unit paying Society dues.**
- i) **Non-represented regular or surplus employees of either Inergi or NHSS.**
- j) **Members of other non-Society represented bargaining units who are active employees of either Inergi or NHSS.**
- k) **External to Inergi or NHSS**

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

Assessment of the suitability of a surplus employee for a lateral or lower level placement opportunity will include education, experience, personal contribution factors and potential for training to perform the job requirements within a reasonable period of time (e.g. up to six (6) months). A surplus employee who is placed and who requires additional training to perform the job requirements 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.

Inergi agrees to grant priority to Society represented employees who are surplus and to those who fall within subsection 65.6.3 (d) 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 filed after the official closing date. In these cases, unless the closing date is FIRM, late applications must be filed with the

advertising location NOT later than the date that the “short list” of applicants is finalized for formal consideration.

- The term “Short List” refers to the first list of applicants who Management plans to interview for a vacancy.

c) Employees who have applied for vacancies and are later declared surplus have until the “short list” date to notify the advertising location of the change in their status.

65.6.7 Applicants to advertised vacancies are to be advised of the status of the vacancy (and of their applications) within a reasonable period of time for each successive step they qualify for.

65.6.8 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 schedule **05** 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.

65.6.12 A successful applicant to an ongoing vacancy in the other bargaining unit will become an employee of the ‘hiring’ bargaining unit. The employee will retain service credits for all purposes (e.g., seniority, sick leave, vacation, pension) under Article 4 as a result of this transfer.

The Society Inergi bargaining unit confirms that the provisions of this sub-section apply to Society-represented employees of NHSS subject to provision of reciprocal rights for Inergi employees.

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 **band** higher than the employee’s current job.

“Higher-Rated” Job:

A job paid from:

- a) the same salary schedule and is a minimum of one salary **band** higher than the employee’s current job; or

“Lateral Transfer”:

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

- a) the same salary schedule and is the same salary **band** as the employee’s current job; or

“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 **band** lower than the employee’s current job.

66.2 Promotion

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

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

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

66.3 Reclassification as a Result of a Job Re-evaluation

66.3.1 Reclassification may occur under several circumstances:

- a) when the salary **band** 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 **band**.

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

A minimum of a 1% increase (with discretion for more) will be provided to an employee on appointment to a lateral position in a different job family than his/her previous job.

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 **band** 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/RESOURCES/STAFFING**67.0 Definitions**

- **“Sustainment work”** means on-going work falling under the jurisdiction of the Society that is required to operate or maintain (e.g., deliver services and/or products under) a service level agreement with a client or to support this work.
- **“Project work”** means work falling under the jurisdiction of the Society that is required to design and/or build a solution, product, or service for a defined period of time. The results of project work may or may not become sustainment work.
- **“Project management work”** means work falling under the jurisdiction of the Society that includes functions performed by the project management office (PMO), and project managers or equivalent functions.
- **“Client”** means a service and/or product recipient internal or external to the Toronto Service Delivery Centre (TSDC).
- **“TSDC”** means Inergi L.P. and New Horizons Systems Solution (NHSS) L.P.
- **“CGEY secondee”** means an employee of Cap Gemini Ernst and Young (CGEY) who is assigned to work within the jurisdiction of the Society for the TSDC.
- **“Shared Services”** includes ongoing work that provides internal TSDC support services as well as services provided to the TSDC customer base.
- **“Bargaining Unit” (BU)** means the Society bargaining unit in Inergi and/or NHSS.

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 to 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 to 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 to the work performed by regular Society represented staff.

- a) We will within Inergi 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 to 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) Inergi will maintain a level of Inergi Society-represented employees based upon the number of FTEs required to perform sustainment work and project management work, minus a reasonable cushion of up to 30% contractors to accommodate temporary workload fluctuations. The number of FTEs required will be determined annually by Inergi as part of the business plan following consultation with the Society. Management will meet with the Society quarterly to discuss the business plan with respect to resourcing levels and any resourcing level adjustments that may be required during the course of the year.
- (ii) The skill level of regular employees will be enhanced and maintained. Where contractors have skills that will be required for sustainment work and project management work, the employer shall put in place a mechanism for a transfer of skills from these persons to regular employees.
- (iii) Prior to obtaining a contractor, all work assignments in excess of 6 months will be posted in accordance with Article 65. If a Society represented employee is successful his/her backfill need not be posted as per Article 65 and a contractor may be obtained directly to backfill such a position. If as a result of this article a Society position is back-filled without posting the appropriate Society Unit Director will be notified in writing.
- (iv) No regular employee will be adversely impacted, as defined in Article 64, as a result of the use of contractors. It is recognized that Management may need to transition regular Society-represented employees into alternate roles, to facilitate the elimination of contractors. Where there is no adverse impact, the provisions of 64.7 will be used to carry out this redeployment. For these purposes, "division" in this section will mean either the "Information Technology" or the "Business Process Operations" organizations.
- (v) Contractor engagements or assignments shall not exceed 24 consecutive months.
- (vi) Contractors must have a break in service of 6 months or greater to reset the 24 month clock.
- (vii) If the number of contractors doing sustainment work and project work, expressed in FTEs, exceeds by more than 30% the total number of regular FTEs within the Society's jurisdiction, as calculated in paragraph 67.4.(a)(i) above, Inergi will create one full-time regular Society-represented position for every five (5) contractors in excess of the threshold number. The 30% figure shall be calculated at the end of each calendar year, based on a weighted 12-month average of FTEs.
- (viii) A minimum of 25% of the total Society jurisdiction FTE's utilized on projects during the course of the calendar year shall be

Society represented staff. Management will provide on a monthly basis, the total hours worked on projects broken down by regular Society staff hours and others performing Society represented work.

- 67.4 (b) **Inergi will provide the Society with an electronic monthly summary of the total Society staff headcount, including a list of regular, temporary employees, contractors, and CGEY secondees doing work that falls within the jurisdiction of the Society.**

The information on contractors will include the following details:

- Date of the commencement of the contract
- Number of contract employees involved in the contract
- Date of expected and scheduled end of contract
- Date of actual end of contract
- Purpose for hiring contractor(s)
- The work which the contractor(s) shall be performing (**e.g., sustainment work, project work or project management work**)
- 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 Inergi at the Inergi/client sites in Ontario 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. Moreover, a Society represented employee of NHSS will not be considered a contractor for the purposes of this agreement.**

- 67.4 (e) **The parties agree to establish a Joint Working Team co-chaired by the President of The Society and the Director of Human Resources, which will discuss, review and provide input in respect of Purchased Services as they relate to work within the Society’s jurisdiction. The parties will share necessary information in order to allow both parties to fully understand and provide input and make decisions as set out in 67.4(h)(ii) regarding the Purchased Services process, the final responsibility for which rests with management in accordance with 67.3.5 above, subject to 67.4(h). On a regular basis, and at minimum quarterly, the Joint Working Team will meet to discuss and review Purchased Services within the context of:**

- **Forecasted demand**
- **Staff Assignments**
- **Current capabilities and training needs with respect to ongoing business requirements**
- **Evolution in the staffing level**

- Progress on the implementation of the staffing plan
- Additional measures, if any, required to meet the updated staffing objectives
- External resource requirements

67.4 (f) No employee shall be laid off as a direct result of any Purchased Services decisions during the term of this Collective Agreement.

67.4 (g) The Society and Management agree to the appointment of one Standing Arbitrator who has the jurisdiction to deal with any disputes arising under this Article.

The Standing Arbitrator shall be Kevin Burkett unless Mr. Burkett is unavailable on the basis described below. In such case(s), the back-up Standing Arbitrator shall be Jules Bloch.

The parties shall jointly approach the agreed to Arbitrators in order to advise that we require a commitment to be willing to be available on evening or weekend dates in order to expeditiously deal with any disputes which the Arbitrator shall hear and determine within ten (10) calendar days of the referral of the dispute to arbitration.

67.4 (h) As part of its responsibilities, the Joint Working Team will monitor, on a monthly basis, by the end of the following month, the number of contractors, expressed in FTEs, performing work within the Society's jurisdiction in accordance with the following:

- (i) Where it is determined that the number of FTE contractor positions in any month exceeds 25% (but is less than 35%) of the total number of FTEs required to perform work within the Society's jurisdiction, the Joint Working Team will meet monthly to ensure that the 30% annualized threshold referred to in 67.5(a) (i) and (vii) is not exceeded. These monthly meetings of the Joint Working Team will be joined by the Senior Operations Manager(s) of the Company (the "Senior Managers") who will have decision-making authority with respect to the use of contractors by the Company, as well as other staff related matters. The Joint Working Team, with the Senior Managers, will explore and consider specific solutions to address the use of contractors within the Company while meeting customer demands. The monthly meetings of the Joint Working Team will continue until the number of FTE contractor positions is 25% (or lower) of the total number of regular FTEs for two (2) consecutive months.
- (ii) Where it is determined that the number of FTE contractor positions in any month is 35% (or higher) of the total number of FTEs required to perform work within the Society's jurisdiction, the blanket PSA shall become subject to the following: The Joint Working Team will discuss each PSA for additional work and will share all necessary information in order to allow the parties to make an informed decision with regard to the PSA to perform the

additional work based on the relevant circumstances, relating to the PSA, including:

- required work
- cost of the work
- responsiveness to the client
- availability of resources and skills internally and externally
- quantity of work
- skills transfer
- reliability of service to the client
- other client, business and operational considerations
- contractor usage at time of the specific PSA

Disputes between the parties regarding the PSA to perform additional work shall be referred to the Standing PSA Arbitrator, on an expedited basis, for decision. It is agreed that the contractor in the PSA in dispute shall not commence work until such time as the Arbitrator has rendered his/her decision. If the dispute is regarding an extension of a contractor who is already in performing work, the contractor shall remain employed until the Arbitrator rules. The process described in this paragraph (including the Arbitration Process) will continue until the number of FTE contractor positions is 30% (or lower) of the total number of FTEs for two consecutive months, at which time the process described under Article 67.4(h)(i) shall become effective.

- (iii) In the event that the Company does not provide the required monthly report in accordance with 67.4(h) above for any one (1) month, then 67.4(h)(i) shall become effective for the following six (6) months or longer if required to ensure reporting compliance.
- (iv) In the event that the Company does not provide the required monthly report in accordance with 67.4(h) above for any two (2) consecutive months, or any two (2) months in a fiscal year, then 67.4(h)(ii) shall become effective for the next six (6) months.

67.5 Temporary Sustainment Work, up to 36 Months

Resourcing of temporary sustainment work will be subject to the following conditions:

- 67.5.1 Prior consultation with the Society regarding specific resource elements required to win the new work, including agreement to any terms and conditions which vary from the Collective Agreement that may apply to Inergi Society-represented employees. Such agreement is applicable only to the specific work under discussion.
- 67.5.2 Should Inergi win such work, opportunity will be provided to regular Society-represented employees to engage in such work under the terms and conditions set out in accordance with 21.1.

- 67.5.3 Regular Society-represented employees accepting such assignments shall continue to accrue all applicable service credits.
- 67.5.4 Regular Society-represented employees accepting such assignments shall be provided an equivalent position in their home BU upon completion of the assignment. [Intent is similar to Article 6.3 of the Collective Agreement].
- 67.5.5 Regular Society-represented employees on such assignments shall neither be advantaged nor disadvantaged with respect to rights under Article 64.
- 67.5.6 Unfulfilled resource requirements will be filled with preference given to obtaining temporary Society-represented employees, subject to the terms and conditions set out in 21.1, followed by contractors.
- 67.5.7 Hiring temporary Society-represented employees will be given priority over contractors, when backfilling.
- 67.5.8 Temporary Society-represented employees or contractors backfilling for regular Society-represented employees on such assignments will be approved for durations equal to the regular Society-represented employee's assignment.

67.6 Contracting Out/Right-shoring Protection

Definitions

For purposes of this article "Contracting out/Right-shoring" occurs when work performed by Society represented staff is moved outside of Inergi L.P. to another employer without the simultaneous transfer of the employees and recognition of successor rights by that employer.

For purposes of this article an "affected employee" is a regular Society represented employee who's work is contracted out/right-shored, until such time as they are redeployed into a permanent base position within Inergi L.P.

- 67.6.1 Inergi agrees that there shall not be any contracting out or off shoring of Society work which results in a reduction of Society represented staff.

The parties mutually agree that the following redeployment process will limit disruption for both the employees and the business.

It is agreed that an affected employee shall be provided with ongoing employment within Inergi without a loss of base salary, benefits and other contractual entitlements. Where required,

an affected employee will receive reasonable and appropriate training to enable them to undertake their new role.

Affected employees will be given preference over all other Society represented employees for vacancies at their existing level for which they are qualified. Adhering to the principles of 65.3 and prior to posting any regular Society vacancy, qualified affected employees will be offered the position based on senior choice junior force.

In the event an affected employee requires retraining as a prerequisite to redeployment, reasonable and appropriate training will be provided. Once training is completed the affected employee shall be redeployed into an appropriate vacancy as soon as it becomes available.

An affected employee, if not redeployed to a permanent position, can be engaged in short term project assignments, for which they are qualified, with the agreement of the Local Society Vice President in order to perform meaningful work until they are redeployed into an appropriate vacancy.

If the employee refuses the offer of a permanent regular position the provisions of Article 64.11.3 shall govern the determination of whether or not the redeployment offer is reasonable and the parties agree that should the JROT be unable to reach agreement the matter shall be referred to arbitration for resolution.

Under this article, Inergi will not offer a Voluntary Severance Package to an affected employee, unless an affected employee asks to voluntarily terminate. In such event, he/she shall be entitled to severance in accordance with Article 64.13.2.1 (maximum as defined in Article 64.8) of the Collective Agreement. The Society shall be informed of any such requests received from an affected employee, prior to the approval of such a request by Inergi.

In the event the affected employee voluntarily terminates, a new position will be created and filled within 90 days of the termination, within the Society Inergi Bargaining Unit at the same band level, in order to maintain the staffing levels which existed prior to such affected employee's voluntary separation from the Company. Details of the created position will be provided to the Society prior to posting the vacancy.

- 67.6.2 (a) On or after January 1, 2009 Inergi may give written notice to terminate this provision of the Collective Agreement. If notice is given during this period, this provision will be deemed terminated effective 24 months following the date of this notice.

- (b) Inergi recognizes and acknowledges that in giving notice to terminate this provision of the Collective Agreement, it is also serving notice for the termination of the Mediation/Arbitration provisions of the VRA (Sections 4.0 and 5.0) and the termination of Mediation/Arbitration takes effect 24 months following the date of notice given pursuant to (a) above.
- (c) Notwithstanding (a) and (b) above, The Society recognizes and acknowledges that in the event The Society gives notice to terminate the Mediation/Arbitration provisions of the VRA (Sections 4.0 and 5.0), Inergi may terminate this article by serving 6 months notice.

67.7 Training and Skills Enhancement Fund

For each contractor FTE working within Inergi Society jurisdiction, the Company agrees to contribute, on a monthly basis, the amount of \$19.00 per week into the Training and Skills Enhancement Fund (“TASEF”). The TASEF will provide training and enhance relevant skills of Inergi Society Bargaining Unit employees. It will be administered by a joint committee comprised of two Society representatives and two Company representatives.

The TASEF Committee shall manage and administer the fund in order to: determine eligibility and the process for accepting applications from the employees; determine the criteria for approving such applications; and monitor the effectiveness of all such training efforts.

It is agreed that the TASEF fund shall only be used for the training and continuing improvement of the skills of the Inergi Bargaining Unit employees in areas that are relevant and appropriate to Inergi’s business strategies, and, in particular, will focus upon the enhancement and development of “hot skills” and also includes Union representative labour training.

68 HOURS OF WORK

- 68.1 Salary Schedule 05 applies to 35 hours of work per week with regular scheduled hours between 35 and 40 hours per week paid on a pro-rated basis.
- 68.2 For clarity, notwithstanding anything in the Collective Agreement, employees working on the Inergi LP Society Salary Bands Schedule may be scheduled to work up to 40 hours per week on a pro-rated basis without payment of overtime premium in accordance with and subject to the following circumstances:
 - (i) The Society Local Vice President is informed of the requirement and discussions are held regarding the requirement.
 - (ii) Additional hours may only be scheduled in respect of sustainment work.

- (iii) **Volunteers in the applicable work group will be sought to change their regular hours of work from 35 hours to up to 40 hours per week. The option of working up to 40 hours per week must be offered to every Society employee in the work group. Should the number of volunteers exceed the requirement, volunteers within the work group will be selected by seniority, provided that the volunteer has the skill and ability to perform the required work.**
- (iv) **All scheduled hours up to and including 40 hours per week will be compensated at straight time and considered pensionable.**
- (v) **Failure to volunteer for additional hours shall not negatively affect an employee's performance appraisal.**

68.3 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 to work additional hours above the 35 hour base for an extended period of time with staged reductions.
- b) Failing agreement in accordance with (a), the following treatment will apply:
 - i) Where an employee is within 3 years of eligibility for an undiscounted pension, the employee's normal hours of work will not be reduced for 3 years, or until such time the employee is eligible for an undiscounted pension if earlier, and the employee will continue to receive economic pay adjustments. If the employee does not retire upon qualifying for an undiscounted pension, then their hours of work and base rate will be immediately reduced to the hours and rate of the position.
 - ii) For other employees than those in category (i), the employee's working hours and salary will be frozen for a six month period at which point they will be reduced on a pro-rated basis by 2.5 hours. They will be further reduced by increments of 2.5 hours every six months thereafter until such time as the hours of work are the same as that of the new position.

68.4 Inergi will comply with legislative requirements regarding hours of work.

68.5 Temporary Change to Work Day

In order to accommodate off hours customer implementations, on a temporary basis, and with a minimum of 1 week written notice, Management may seek volunteers from among employees asking if an employee agrees to delay his/her normal starting time by up to 8 hours. Overtime provisions will be applicable once the employee has exceeded his/her normal work hours (ie: 7 or 8 hours) for that day.

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 to ensure equitable treatment. However the results of applying the processes may differ from location to location and unit to unit.

- 70.1.4 That decisions should be made at the most appropriate level that is closest to the work being done.
- 70.1.5 That individual concerns will be factored into group proposals and wherever possible, participation in changed hours of work will be on a voluntary basis.

70.2 Application

The procedure described in this Article applies to all forms of alternate hours of work arrangements.

70.3 Definitions

“STANDARD HOURS OF WORK” are to be worked to provide coverage for the business hours. For people assigned to day work, the standard hours of work shall not begin before 7:00 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.

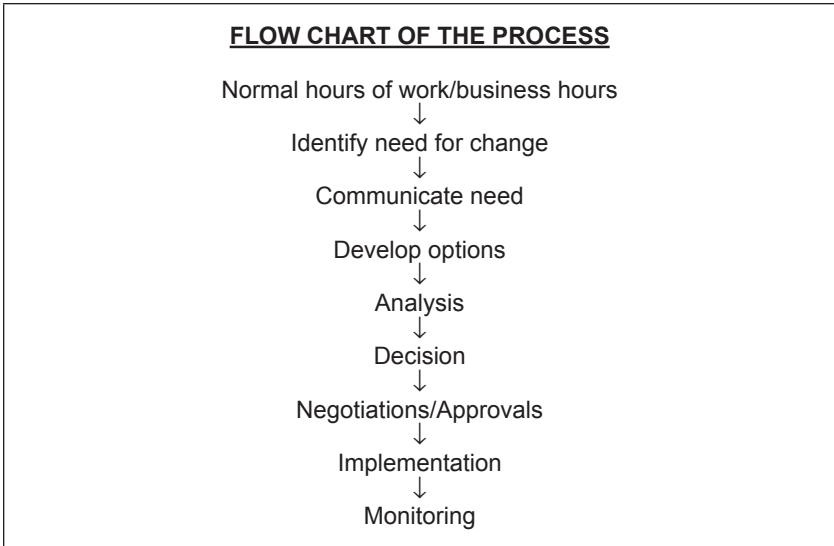
In the absence of any other agreed upon arrangements these are the hours which will be worked.

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.

“NORMAL BUSINESS HOURS” are either the standard business hours or another arrangement as agreed upon using this process. The normal business hours are just a variation on the standard business hours. They would normally arise from a change in customer needs.



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 pro-rated, 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 pro-rating benefits.

71.3 Guidelines

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

Productivity levels will be maintained or improved. There should be identification of how this change will potentially affect the productivity of the work unit (including assumptions and rationale used to assess the impact), and identification of

the proposed method for follow-up and measurement of productivity impact(s) resulting from the change.

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

The appropriate level of service to both external customers and internal customers/clients should be provided. There should be identification of the customers/clients of the work unit and the service provided by the work unit to these customers/clients, and anticipation of the impact of the reduced hours of work arrangement on the service provided.

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

71.4 General Conditions – Reduced Hours Arrangements

71.4.1 Advertised Vacancies, Performance Pay, and Employment Continuity

Employees who are on Reduced Hours are regular employees and will be treated accordingly. Therefore, they will be: (a) eligible to apply and be considered for advertised vacancies; (b) given annual performance reviews; (c) where applicable, participate in the Performance Pay process; and (d) have access to the Article 64.

71.4.2 Established Commencement Date (ECD)

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

71.4.3 Vacation Credit Date (VCD)

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

71.4.4 Service Recognition Date (SRD)

For recognition of 5, 15, 25, and 40 years of service with 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 pro-rated based on the proportion of the normal (scheduled reduced) hours of work compared to the base hours of the work unit or the appropriate full time position.

Example: Base Hours = 35 per week.

Base Salary = \$700.00 per week.

Normal (Scheduled Reduced) Hours = 21 per week.

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

71.4.6 Pension Plan

71.4.6.1 Pension Plan Membership

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

- accumulated earnings, including overtime, must equal 35% of the Year's Maximum Pensionable Earnings (YMPE),
and/or
- all accumulated hours, including overtime, must equal 700 (scheduled reduced) hours in each of the two previous calendar years.

71.4.6.2 Pension Plan Deductions

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

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

Calculate 4% of the base earnings up to the first \$32,000
 $(4/100 \times \$32,000 = \$1,280)$

Calculate 6% of the portion of base earnings exceeding the first \$32,000
 $(\$45,000 - \$32,000 = \$12,800)$
 $(6/100 \times \$12,800 = \$768)$

Calculate proportional Pension Plan contributions
 $(\$1,280 + \$768 = \$2,048)$
 $(20/35 \times \$2,048 = \$1,170.29)$.

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 pro-rated. See pension calculation example below.

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

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 pro-rated.

71.4.6.3 Pension Calculation

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

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

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

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

The calculation is as follows:

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

71.4.7 Life Insurance

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 pro-rated in accordance with the pro-rating 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 consistent with the appropriate pro-ration. For example:

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

71.4.9 Sick Leave

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

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

Annual sick leave credits will be pro-rated, based on normal hours worked.

Example

100% Entitlement Accumulation

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

75% Entitlement Accumulation

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

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

71.4.10 Long Term Disability (LTD)

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 pro-rated. The following table illustrates the entitlement:

Days Worked Per Week	Number of Days Entitled to per Year
1	2
2	4
3	8
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 pro-rated in the same manner as statutory holidays, i.e. both the entitlement and the payment on the days will be pro-rated. For example, an employee who works 3 days per week and 7 hours on each day worked will receive:

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

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

71.4.14 Vacation

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

Vacation entitlement will be based on calendar years (i.e. VCD). The entitlement in any given year will be pro-rated based on the average number of days worked per week and the actual

payment for those days will be based on the average number of hours worked per day.

Example (a)

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

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

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

Example (b)

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

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

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

71.4.15 Overtime

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

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

71.4.16 Pregnancy/Parental Leave

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

71.4.17 Unemployment Insurance Contributions

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

71.4.18 Canada Pension Plan (CPP)

CPP contributions are based on gross earnings.

71.4.19 Workers' Compensation Benefits

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

71.5 Termination of the RHOW Agreement

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

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

In situations where the workload increases, the employee working the reduced hours will have the first option of working the additional hours. The employee could choose not to work the additional hours. If satisfactory alternative arrangements are not found, Article 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 **band** _____ 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 this trial period in the event the arrangement is unsuccessful.

If you agree with the conditions set out above, please sign one copy of this agreement for your Personnel File. Also, please indicate if you wish to be covered by any, or all, of the above health and dental benefits.

Manager: _____ Employee: _____
Date signed: _____ Date signed: _____

cc: Human Resources office Society Unit Director

71.6 Responsibilities

The Employee(s):

The employee(s) should discuss his/her interest in a Reduced Hours of Work agreement with the manager/supervisor. An employee who wishes to work Reduced Hours should prepare a proposal for doing so. The proposal should include a current job description and ways in which the job requirements could be met under a Reduced Hours of Work agreement. It should include suggestions for methods of communication among Regular staff members, their managers/supervisor, customers and clients with whom the job interfaces, as per the Guidelines (Section 71.3).

The Manager/Supervisor:

The Manager/Supervisor is responsible for determining if a Reduced Hours of Work agreement is appropriate and in certain instances may initiate action to implement such an arrangement. The Manager/Supervisor will discuss the possibility of a Reduced Hours of Work agreement with interested employees to assist them in establishing appropriate arrangements. The Manager/Supervisor will identify issues specific to the job which need to be addressed, inform employees of their entitlements and approve the proposed Reduced Hours of Work agreement after the appropriate review.

The Manager/Supervisor is responsible for ensuring that the productivity in the work unit does not deteriorate as the result of a Reduced Hours of Work agreement. If productivity is seen to decline, the supervisor should work with the incumbent(s) to identify ways to improve the situation.

72 PEAK DEMAND HOURS ARRANGEMENTS

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

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

Any disputes concerning the application or implementation of Article 72 shall be referred to the joint union/management team (“the joint team”) for resolution. The joint team will consist of an equal number of members who will be appointed by each respective party. Any resolution by the joint team shall be final and binding but if the joint team is unable to resolve the issues, either party might refer the item to “interest” arbitration for resolution.

The following are definitions and guidelines for the implementation of peak demand hour arrangements.

Definitions:

Normal Work Week: For purposes of this Article, a normal work week will mean the total of the standard hours normally worked during a pay period, outside of the peak work load periods.

Normal Hours: Normal hours worked outside of a peak work load period (as per Article 70).

Peak Work Load Period(s): One or more periods during the year in which the expected magnitude or nature of the work to be performed reasonably requires employees to work more than their normal work week, and/or hours different from their normal hours. Peak work load periods may be the result of a need to minimize equipment downtime, or other factors which are expected to occur every year.

Peak Demand Workers: Employees who are likely required to work more than their normal work week, and/or hours different from their normal hours during peak work load periods, and less than their normal work week during other periods of the year.

Intent

- a) Peak demand workers may be required to work normal hours, or scheduled hours on a work and/or shift schedule which are different from their normal hours, and which, in total, may exceed their normal work week during peak work load periods. Scheduled hours worked in excess of the normal work week will be “banked” and taken as time off (consistent with the conditions outlined in this article), 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 article.
- c) The design of work and/or shift schedules and other hours of work arrangements will give consideration of the requirement to perform work in the most effective, efficient and safe manner.
- d) The design of work and/or shift schedules and other hours of work arrangement will give consideration of the need to maintain good working relationships within the affected group and the relativity to other employees not covered by this Article.

Conditions

- e) The peak work load periods will be declared prior to the start of the year for the entire year. The declared peak work load periods for the year will not be less than four weeks’ cumulative duration (or normal conditions for the employee will apply). The declared peak work load periods will

not exceed 26 weeks of the year cumulative duration. For purposes of this Article, the year may be any designated fiscal year which will not be changed for the work group once established.

- f) Peak demand workers may be assigned to normal hours, work and/or shift schedules that average more than the normal work week during the declared peak work load periods. Other articles in this Collective Agreement regarding shift work, hours of work, and standard hours do not apply during declared peak work load periods, except:
- Articles 59.3, 60.4, 61.2 and 61.3 regarding shift allowance for work schedules on weekends, and nights; and
 - Special conditions for 12 hour shifts as per Article 61.6.
- g) 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 Article.
- h) Work performed outside of scheduled hours is overtime and will be compensated at the appropriate overtime rate(s).
- i) 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.
- j) 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.
- k) The design of work and/or shift schedules used during the declared peak work load periods will be flexible to meet work requirements and consistent with the limitations of the appropriate legislation. Specific rules to be adopted for the design of work and/or shift schedules for peak demand workers may include:
- The length of a scheduled shift or extended work day cannot exceed 12 hours.
- l) No more than 48 hours of work may be scheduled (i.e., exclusive of overtime) in a week.

- m) **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.**
- n) **At least eight hours of time off will be provided between work periods including overtime.**
- o) **Although the content, preparation, costing and administration of work and/or shift schedules is the sole responsibility of the Corporation, the preference of the majority of peak demand workers to be assigned in the affected work group will be considered in designing the work and/or shift schedule.**
- p) **Every attempt will be made to assign employees from those in the appropriate work group, to a work and/or shift schedule under this Article, on a voluntary basis. However, in the absence of sufficient qualified volunteers, the Corporation may assign specific individuals to perform the work.**

72.2 Intent – Project Crews

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

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

The following are the provisions in establishing the implementation of Project Crews.

- 1) **Employees on Project Crews are considered to be regular employees with all the terms and conditions and benefits as per the collective agreement, except as noted in these provisions.**
- 2) **Employees on the Project Crew will be entitled to the same number of yearly hours as a regular employee and be paid for those hours at straight time on the same basis as a non-Project Crew employee.**
- 3) **Each employee on the Project Crew may have a different number of hours available to work, due to the application of vacation rights, floating holidays, and statutory holidays.**
- 4) **Employees may be required to work days or shift work on 8/10/12 hour schedules up to 60 hours per week and a minimum of 40 hours per week.**
- 5) **Shift differential and payment for scheduled work on weekends and statutory holidays will be paid out on an as worked basis.**
- 6) **Management will establish the amount of overtime required in the year. E.g., 50 hours, 100 hours, 150 hours, etc. 30 percent**

of this overtime will be at 1.5 times and 70 percent at 2 times. This overtime will be paid out in equal installments in each pay-cheque. In addition this clause will be considered to have met the commitments identified in Article 57.5.

- 7) Any overtime above that required in 6 above will be paid at the appropriate premium rate.
- 8) Management will post the schedule September 1 for the following year showing when the majority of the work will be required (i.e., peak work to meet project schedules). Employees will be given 7 days notice if the project schedules are adjusted to meet system demands. The adjustment can be no more than 14 days in either direction. Failure to give notice would result in appropriate penalty payments.
- 9) Employees will be entitled to establish blocks of time, up to vacation allowance, when they will be unavailable for work assignment(s), this time off cannot conflict with the likely periods required for them to work.
- 10) Management will post (locally) by September 30 for positions in the projects in the following year. Where possible, selections will be on a voluntary senior qualified basis. Should there be insufficient volunteers, management will first post-rotational opportunities and then, after consultation with The Society, force the junior qualified employee.

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 to 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 to 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 terms of the collective agreement which normally apply to Society-represented staff will continue to apply during a strike/lock-out unless modified, replaced or set aside in accordance with this Agreement.
- 74.8.1.2 All employees, including employees not assigned to work of another bargaining unit, will continue to receive their normal pay rate, including performance standing, for their regular job.
- 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 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 time for the first fourteen (14) hours worked on a statutory holiday. In addition, one hour off for each hour worked up to the statutory holiday credit (seven hours) will be given at a later date acceptable to the employee and Management.

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 to remain at a designated place, other than home (e.g., motel) in readiness to proceed immediately to the work location on a 24-hour basis.

Hours worked by an employee are included in this 24-hour period.

Payment per Day: \$46.00

OR

Remaining at 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 to work outside normal working hours.

(Reference: Article 56 – “On-Call Service”)

Note: Employees who are required to live at the work location on a continuing 24-hour basis and will be paid for only those hours worked plus the applicable allowances.

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 to 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 to 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, if required;
- j) If the teleworking arrangement is terminated then the employee will be entitled to relocation assistance as provided in the collective agreement;
- k) It is agreed that the Society represents employees who fall within the Society recognition clause of the Collective Agreement and who are teleworking;
- l) 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 part of a local agreement:

- performance measures
- relevant terms and conditions (e.g. travel)
- training where appropriate
- sunset (with a minimum term)
- cancellation

76 DIRECT DEPOSIT

Employees will be paid weekly by means of electronic deposit. Time exceptions (e.g. overtime) will continue to have a time lag. Such time lag will only be for the period required for the effective operation of the time reporting 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 to the Society office and Labour Relations, Inergi Human Resources. Labour Relations, Inergi Human Resources will issue an up-to-date version of the designated positions list annually to the Society. A position can only be removed or modified when it is vacant.

78.2 Job Security

The implementation and operation of this Article will not result in any declarations of surplus, lay-offs, displacements, forced geographic relocations or financial losses.

78.3 Training

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 long 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 to the employee(s), self-paced learning packages in order to assist interested staff to become qualified in French.

78.4 Posting and Selection

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

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

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

French language capability will only be used as a selection criterion when the number of qualified incumbents in a designated position falls below the number specified in this Article. Specific qualifications and requirements must be posted and reasons given for non-selection in writing.

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

78.5 Surplus Staff

When a surplus employee applies to a designated position she or he shall receive the selection priorities established in Article 65 to the extent that the organizational unit retains the capability to meet the requirements of the Act.

78.6 Allowance

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 to 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 reported 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, i.e., as a representative of Management on the one hand, and the Society, on the other. When an employee represented by the Society is appointed by Management, his/her responsibility is to Management. When he/she is appointed by the Society, his/her responsibility is to the Society. This role distinction should be made clear at the time of appointment. Notwithstanding the above, and in keeping with Subsection 2.4 (Supervisory Employees – Code of Ethics), Management will endeavour to appoint its representatives having regard to the Society's interests in effective representation.

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; i.e., 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 basis 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 to 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 time 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 to the provisions of the grievance/arbitration procedure except where provided for by the legislation itself. The parties will

attempt to resolve such disputes at the lowest level possible. Failing resolution, the dispute may be forwarded to the Ministry of Labour for final resolution.

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

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 cancellation 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.

93 NOTE TO PART XV – APPENDICES

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.

94 RELATIONSHIP BETWEEN INERGI AND NHSS BARGAINING UNITS

Inergi and the Inergi Society jointly endorse in principle the goal of combining Society-represented employees of the two BUs under a single collective agreement, to the extent that such combining works to the benefit of the affected employees and Inergi’s business needs.

The parties agree in principle to continue discussions with each other and with Society representatives in NHSS on these matters.

95 CAPGEMINI BUSINESS OPPORTUNITIES

In the event that Capgemini or Inergi intends to compete for new Hydro One sustainment work which is work normally performed by Society represented

employees, it is agreed that representatives of Caggemini (under the Related Work Opportunities LOU) or Inergi will meet with the Society to explain the work and those elements of the work that may be normally performed by Society represented employees. As a condition of this disclosure by Caggemini or Inergi, the Society agrees that it will meet all reasonable commercial confidentiality requirements and all legislated or client initiated confidentiality requirements.

In the event that Caggemini or Inergi obtains new Hydro One sustainment work it is agreed that all such work, which falls within the jurisdiction of the Society and/or is work which is normally performed by Society represented employees, shall be performed by Society represented Inergi employees and contractors or contract employees (“contractors”) under Article 67 of the Collective Agreement or under this Letter of Understanding as set out immediately below.

Notwithstanding Article 67, it is agreed that contractors may be used to supplement Inergi staff in the performance of new sustainment work where existing Inergi staff do not have the skills or abilities to perform the required work or where required resources are not available. In such circumstances, the contractors will be used as long as is reasonably necessary to obtain the required resources and/or train existing Inergi employees to perform the necessary work. It is agreed that contractors used in these circumstances shall not be counted against any “contractor thresholds” contained in Article 67 of the Collective Agreement.

PART XV – APPENDICES**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 internal relativity project, and the need to clarify the Society's historical jurisdiction, the Society and Ontario Hydro agree to replace Sections 1.0 and 2.0 of the VRA with Article 2 of their Collective Agreement as amended by the Framework Agreement dated October 4, 1994.

The parties further confirm that the terms of the VRA as amended in the Collective Agreement remain applicable in all respects, including the agreed upon dispute resolution processes, to all provincially and federally regulated employees, subject only to previously agreed amendments and this amendment.

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, **2012**.

(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	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 Co-ordinator – 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

Occupation Code	Job Title	Salary Schedule	Salary Grade
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 B.R. Story and C.B. Cragg – October 4, 1994)

ATTACHMENT A

VOLUNTARY RECOGNITION AGREEMENT

This Agreement including the accompanying Framework Agreement, included as Schedule A, resolves all issues raised during proceedings at the Ontario Labour Relations Board, regarding the Society's Applications for Certification (dated November 5, 1986 and October 2, 1990) or otherwise arising as to the status of the Master Agreement as a Collective Agreement before such Board or the Courts. This Voluntary Recognition Agreement is entered pursuant to the Ontario Labour Relations Act and is acknowledged to be enforceable pursuant to that Act. The parties agree that the Memorandum of Agreement, June 19, 1991, known as the Letter of Understanding, is no longer in force or effect.

1.0 Recognition Clause

Pursuant to section 16(3) of the Ontario Labour Relations Act, Ontario Hydro agrees to recognize the Society as the exclusive bargaining agent for the "employees" defined as follows:

"All employees employed by Ontario Hydro in the Province of Ontario as supervisors, professional engineers, engineers-in-training, scientists, professional, administrative and associated employees save and except:

- a) those persons included on the Executive Salary Roll and above;
- b) employees in bargaining units for which any trade union holds bargaining rights as of the signing of this Agreement;
- c) those persons who perform managerial functions as distinct from supervisory functions. An employee is performing managerial functions if:
 - i) she/he performs managerial functions such as hiring, promotion, performance increase, discharge, etc. over other employees in the bargaining unit and;

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

she/he supervises at least seven (7) employees (directly or indirectly) on a regular and continuous basis.
 - ii) she/he supervises employees who are excluded from the Society under (c) (i), (d), (e) or (f);
- d) employees who are primarily employed in a confidential capacity affecting the terms and conditions of employment for Ontario Hydro staff;
- e) employees whose full-time duties are security work;

- f) employees who are members of a profession entitled to practice in Ontario and who are employed in a professional capacity where the Ontario Labour Relations Act excludes such persons from coming under the Act by virtue of their profession.”

2.0 Clarity Notes

For the purposes of clarity, the bargaining unit set out above:

2.1 Includes:

- a) All regular, probationary, part-time and temporary employees whose functions are included in the classifications paid from Salary Schedules 01, 02, 04, 05, 07, 08, 09, and 18; and
- b) All employees paid from Salary Schedule 13 (Nurses), Salary Schedule 03 (System Control Operators) and Salary Schedule 06 (Helicopter Operator Supervisors), except employees excluded by virtue of 1.0 of this agreement, will be entitled to vote to determine if they wish to be represented by the Society. If the majority of eligible employees voting on any schedule vote in favour of being represented by the Society, eligible employees on that schedule will be represented by the Society. The vote will be conducted by the Society and Ontario Hydro by secret ballot.

2.2 Excludes employees in accordance with 1.0 (c) above as follows:

- a) M&P (Schedule 01) – in salary classification MP4 (or higher) rated by the Plan A Point System of Job Evaluation January 1988 (“Plan A”), or its equivalent, carrying “Nature of Supervision” Degree 4 (or higher) or its equivalent and “Numbers Supervised” Degree 3 (or higher) or its equivalent who normally supervise other Society represented employees.
- b) FM&P (Schedule 02) – who normally supervise other FM&P employees and who normally supervise at least seven (7) employees directly or indirectly.
- c) TMS and TS (Schedules 08 and 07) – who normally supervise other TMS or TS positions and who normally supervise at least seven (7) employees directly or indirectly.
- d) OSS (Schedule 05) – who normally supervise other OSS positions and who normally supervise at least seven (7) employees directly or indirectly.
- e) Supervising Electrical Inspectors (Schedule 09) – who normally supervise other SEI positions and who normally supervise at least seven (7) employees directly or indirectly.
- f) Area Managers.

2.3 Excludes employees in accordance with 1.0 (d) above as follows:

- a) Employees paid from Salary Schedule 01 rated under Plan A as having "Staff Responsibility" Degree 4 (or higher) or its equivalent and MP6 employees as having "Staff Responsibility" Degree 3 (or higher) or its equivalent.
- b) Employees in the Executive Office.
- c) Employees in the Office of the General Counsel and Secretary including the Law Division except Corporate Official Records Analysts.
- d) Positions currently listed in Agreement RS-1 dated October 11, 1990.
- e) Human Resource trainee positions on Schedule 04.

3.0 The grievance and arbitration procedure may be used to challenge any unreasonable, arbitrary or bad faith action taken by Ontario Hydro which results in the exclusion of any employee or position from the bargaining unit.

4.0 Arbitration

4.1 Future contract negotiations disputes shall be resolved by binding arbitration in accordance with Section 38 of the Ontario Labour Relations Act and the negotiating process for resolving such disputes shall be set out in full in the collective agreement.

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

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

- a) a balanced assessment of internal relativities, general economic conditions, external relativities;
- b) Ontario Hydro's need to retain, motivate and recruit qualified staff;
- c) the cost of changes and their impact on total compensation;
- d) the financial soundness of Ontario Hydro and its ability to pay.

A mediator-arbitrator shall have the power to settle or decide such matters as are referred to mediation-arbitration in any way he/she deems fair and reasonable based on the evidence presented by representatives of Ontario Hydro or the Society in light of the criteria in items (a) to (d) and his/her decision shall be final and binding.

4.2 The parties will hereby undertake to develop appropriate internal comparisons, an external community for comparison and criteria for measuring total compensation by no later than September 1, 1992 and failing such agreement either party may refer the outstanding differences to an arbitrator for a final

and binding decision. This undertaking and its referral to arbitration shall be enforceable under the Arbitrations Act.

5.0 No Strike/No Lockout

The collective agreement will recognize that the Society, employees within the scope of the bargaining unit, and the Corporation are pledged to the effective and efficient operation of Ontario Hydro and that they pledge themselves, individually and collectively, to refrain from taking part in strikes, lockouts or sympathy strikes and other interference with work or production as long as the terms and conditions in section 4.0 continue.

6.0 Supervisory Employees

For the purposes of section 9.0, the parties agree that Supervisory positions are those that are not excluded under section 1.0 above and that satisfy the following criteria:

- a) Employees on Salary Schedule 01 who have under Plan A “Nature of Supervision” Degree 3 (or higher) or its equivalent;
- b) Employees on Schedules 07, 08, 02, 05 and 09 on condition they normally supervise other employees.

7.0 Enforcement

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

The arbitrator shall have all of the powers of an arbitrator pursuant to section 44 of the Ontario Labour Relations Act or the Arbitrations Act as the case may be.

Subject to the conditions of this Agreement, if a mediator or arbitrator is not appointed within 30 days of a matter being referred to mediation and/or arbitration, either the Society or Ontario Hydro shall have the right to refer the matter to the Minister of Labour or the Chief Justice of the Ontario Court of Justice and the Minister or Chief Justice shall appoint a mediator and/or arbitrator.

8.0 Selection of Mediators and Arbitrators

Mediators and arbitrators shall be selected from a list of mutually acceptable persons which are to be set out in the collective agreement and the costs of using them will be shared equally by Ontario Hydro and the Society.

9.0 Duration

The agreement shall come into effect on the date of ratification and shall remain in effect thereafter except for section 4.0 and 5.0 which may be terminated by written notice by either party not less than six months prior to the expiry of the collective agreement in operation on January 1, 2001 or any subsequent collective agreement. In the event that the Society provides notice of termination of sections 4.0 and 5.0, Ontario Hydro may require that the supervisors defined in this agreement form a separate bargaining unit for which the Society shall be recognized as the bargaining agent and for which there shall be a separate collective agreement. In addition, the Society shall continue to be recognized as the bargaining agent for non-supervisory staff defined in this Voluntary Recognition Agreement. Disputes on the identification of supervisors shall be submitted to a mutually-acceptable arbitrator for settlement. If the parties fail to agree to appoint an arbitrator, either party may refer the matter to the Minister of Labour or the Chief Justice who shall appoint an arbitrator. If Ontario Hydro provides notice of termination of sections 4.0 and 5.0, it shall continue to recognize the Society as representing all employees in one bargaining unit per this Voluntary Recognition Agreement and ensuing collective agreements.

In the event that either party desires to amend this agreement on or after January 1, 2001, it must notify the other party in writing not less than six months prior to the expiry of the collective agreement in effect on January 1, 2001 or thereafter six months prior to the expiration of any subsequent collective agreement. In such circumstances the parties will have the right, if either party so chooses, to appoint a mutually-agreeable mediator for the purpose of reaching a settlement of the issues and where there is mutual agreement the mediator shall arbitrate outstanding matters in dispute.

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

10.0 Federal Jurisdiction

In the event that nuclear workers are found to be covered under the Canada Labour Code and the Society applies to represent these employees, Ontario Hydro will not oppose certification for any employee represented by the Society under this agreement.

11.0 Ratification

The Society Executive recommends acceptance of this agreement to its members and the agreement shall become effective upon the date of ratification. Persons eligible to vote will include all employees who will be represented by the Society under this Voluntary Recognition Agreement. The vote will be conducted by secret ballot.

12.0 Effective upon the date of ratification or as soon as reasonably practical, Ontario Hydro undertakes to make available to those employees excluded under 1.0(c) and 1.0(d) an enhanced Redress Procedure for Management Function staff, which includes the right to representation of their choice, and as a final step in

the process, to binding arbitration by an external third party acceptable to the employee and to Ontario Hydro.

- 13.0** Until the terms of a first collective agreement are reached, Ontario Hydro agrees to adhere to the terms and conditions of employment found in the existing Master Agreement, Subsidiary Agreements and Memoranda of Understanding with respect to the agreed upon bargaining unit. Applicable sections of the Manual of Human Resources Policies and Procedures will act as a supplement to the aforementioned joint documents.
- 14.0** Effective the first month following the date of ratification, Ontario Hydro shall deduct dues from each employee in the unit and remit this amount to the Society forthwith.

This agreement was arrived at with the assistance of and under the auspices of George Adams as mediator.

[signed by C. Cragg for W. Hirst (Society) and W.S. O'Neill (Ontario Hydro), November 13, 1991.]

Schedule A

Memorandum of Understanding for a Framework Agreement

Ontario Hydro and the Society of Ontario Hydro Professional and Administrative Employees agree as part of the Voluntary Recognition Agreement to be bound by the following principles and practices and agree that the negotiation and operation of all collective agreements ensuing from the Voluntary Recognition Agreement will be in accordance with this memorandum unless otherwise mutually agreed.

1.0 Society Interests vs. Corporate Interests

The object of this agreement is to promote harmonious relations between employer and employees consistent with the preamble of the Ontario Labour Relations Act and in recognition of the need for the successful accomplishment of the public purposes for which Ontario Hydro has been established as set forth in the Power Corporation Act and enunciated in the Corporate Direction.

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

Ontario Hydro's mission is to contribute to the enhancement of the quality of life of the people of Ontario by serving their energy needs. The Society's mission is to strive to ensure the best rewards, career opportunities and working conditions for its members. The Society recognizes a responsibility for providing an essential service to the people of Ontario and in working towards the continued viability and continuity of Ontario Hydro as the provincial electrical utility. Both parties recognize the fundamental importance of service to the Corporation's customers.

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

Provided nothing in this Framework Agreement is intended to interfere with the exercise of lawful economic sanctions by any member of the bargaining unit or bargaining units as the case may be or by the Society itself should either party to the agreement elect to terminate sections 4.0 and 5.0 of the Voluntary Recognition Agreement.

2.0 Collective Agreement

The collective agreement between the parties will include sections 1.0, 2.0, 3.0, 4.0, 5.0, 6.0, 8.0 of the Voluntary Recognition Agreement, in addition to section 1.0 of Schedule A and the principles set out in sections 3.0 to 7.0 as noted below.

3.0 Supervisory Employees – Code of Ethics

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

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

3.1 Grievance Procedure

The collective agreement will have a grievance procedure which will recognize:

- access by either party for disputes arising from the administration of the Collective Agreement and from the application of section 1.0. If such disputes proceed to arbitration, the arbitrator will consider the principles contained in section 1.0;
- the role of supervisors in resolving disputes before they reach the formal procedure;
- that the Society agrees not to discriminate against supervisors who represent Management in Society grievances;
- that the Society will exclude supervisors directly involved in a particular grievance from the decisions on the referral of the grievance through the formal process;
- that supervisors will not act on behalf of the Society in matters associated with a particular grievance where the grievance has been lodged by another member(s) who reports to the particular supervisor.

4.0 Representation on Corporate Committees

The collective agreement will recognize the roles and responsibilities of appointees to committees and task forces, i.e., as a representative of Management on the one hand, and the Society, on the other. When an employee represented by the Society is appointed by Management, his/her responsibility is to Management. When he/she is appointed by the Society, his/her responsibility is to the Society. This role distinction should be made clear at the time of appointment. Notwithstanding the above, and in keeping with section 3.0, Management will endeavour to appoint its representatives having regard to the Society's interests in effective representation.

5.0 Selection of Supervisors

The collective agreement will incorporate the existing practices for selecting the “best qualified candidate” in filling supervisory positions.

6.0 Membership in the Society

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

7.0 Dues Deduction (Rand Formula)

The collective agreement will provide for Society dues, as prescribed by the Constitution, or an equivalent amount, to be deducted monthly (or more frequently if agreed) by Ontario Hydro by compulsory payroll deductions from all Society-represented employees and to be forwarded to the Society on their behalf with a list of appropriate employee information.

The Society confirms it will respect the provision of section 47 of the Ontario Labour Relations Act with respect to bona fide religious convictions or beliefs.

(signed by C. Cragg for W. Hirst [Society] and W.S. O'Neill [Ontario Hydro], November 13, 1991)

Appendix 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 compensation eligibility under this award:

First, determine which employees are eligible to receive the PWU equivalent overtime premium. A list of eligible employees should be developed locally using the statement of intent in Part A and the employee eligibility guidelines set out in Part B. Local Society representatives should be involved in developing the list of eligible employees to minimize the possibility of disputes.

Second, decide whether an employee deemed eligible in step one will be compensated with PWU equivalent overtime premiums on an 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, employees 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 as PWU-represented staff on the same projects/task assignments and this is a normal feature of their work and necessary to carry out their job responsibilities (e.g., P&C Engineers). To determine employee eligibility in this regard, the nature of the Society-represented employee’s job responsibilities, rather than the frequency of his 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 to trigger is the eligible employee’s performance of overtime work. If Management chooses to compensate on an assignment-by-assignment basis, then the guidelines below apply. NB. An individual guideline does not stand alone: all conditions set out in this Part must be satisfied before an eligible employee qualifies for award compensation.)

1. Both the Society-represented employee and the PWU-represented employee whom he/she supervises or works beside must be on overtime. Example: if

a Society-represented employee who normally works days Monday to Friday works on a Saturday with a PWU-represented employee who is working on his/her normal scheduled shift (and does not work beyond the scheduled hours), the Society-represented employee does not qualify for award compensation.

2. Award compensation applies to the period of time when the Society-represented employee is “rubbed” by an unfavourable overtime premium differential. Example: if a Society-represented employee who normally works days Monday to Friday works on a Saturday from 7:00 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 to progress (i.e., if the employee was not there, then the task could not proceed). In most cases, this condition is met if the other conditions set out in the Part are also satisfied.
4. A direct supervisory or “working beside” interface must exist between Society-represented and PWU-represented employees during the overtime in question. The mere presence of a PWU-represented employee on overtime at the same location and at the same time as a Society-represented employee is working overtime does not trigger the award. Example: if a number of eligible Society-represented supervisors work overtime at the same time as PWU-represented employee works overtime, only the supervisor to whom the PWU-represented employee reports during the overtime in question qualifies for award compensation.

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 or 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 to its publication, the committee will review any brochure, which provides a summary of the pension plan and any specific provisions and entitlements of the Society pension class;
- c) In the event of a division of the Ontario Hydro Pension Plan into two or more successor pension plans, the provisions of this letter are applicable in respect of each successor pension plan;
- d) The employer confirms it remains responsible in respect of all rights and benefits under Article 88 of the Collective Agreement.

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 (“date 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 to 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 date 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 to 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 to 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 to 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 to 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
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LETTER OF UNDERSTANDING

#1 Re: Article 65 (Selections) Service Credits

The term “bargaining unit” for purposes of this Letter of Understanding shall mean the Society Bargaining Unit with either Inergi or New Horizon System Solutions.

A successful applicant to a vacancy in the other Bargaining Unit will become an employee of the “hiring” Bargaining Unit. The employee will retain service credits for all purposes as a result of the selection to the vacancy.

For Inergi and New Horizon Systems Solutions

Dated

_____ Marion Switzer (original signed) _____

_____ May 14, 2010 _____

The Society of Energy Professionals (NHSS)

_____ Simon Huang (original signed) _____

_____ May 12, 2010 _____

The Society of Energy Professionals (Inergi)

_____ Elaina De Luca (original signed) _____

_____ May 13, 2010 _____

LETTER OF UNDERSTANDING

#2 Re: Expediting Redeployment Grievances and Arbitrations

The undersigned Parties agree as follows:

Complaint and Grievance Procedure

1. This agreement applies to grievances arising from the administration of Employment Continuity provisions of the Collective Agreement (Article 64.1.2), including the redeployment process in each Unit of Application, non-selection to positions in the mix and match and non-selection of employees entitled to priority placement in the search/notice period, and to decisions of JROTs.
2. Except as specified in this agreement, all provisions and practices established in relation to the Complaint and/Grievance/Arbitration Procedure apply to these grievances.
3. An employee's complaint must be submitted no later than 20 working days after completion of the Mix and Match, e.g. final approval of the JRPT Second Report or equivalent, the JROT decision, or the selection process that includes the decision he or she feels is unfair.
4. At Step 1 of the grievance procedure, the Society will submit complaints within the scope of this agreement to the relevant JRPT, JROT, and/or line management through Labour Relations Strategy Division. Management and The Society will be given 10 working days to attempt to resolve the grievance. The Society's position on the grievance is not prejudiced by that of Society members of JRPTs or JROTs.
5. Failing resolution at Step 1, The Society may advance the grievance to Step 2 of the grievance procedure within a further 10 working days.
6. The Parties will appoint regular and backup members to at least one Standing Redeployment Grievance Team, which will act as a Second Step Grievance Committee according to the terms of the Collective Agreement. The Committee will meet within ten days of a grievance being filed to attempt to resolve the grievance.
7. Failing resolution at Step 2, The Society may refer the grievance to arbitration within 20 working days. The Parties will designate and retain one arbitrator for grievances under this agreement.

Arbitration

8. The parties will review case by case the appropriateness of the following expedited arbitration process for grievances arising from the Expedited Redeployment Grievance process.
9. Mr. Joseph W. Samuels, or another arbitrator acceptable to the parties, will be retained as arbitrator for Employment Continuity grievances and he will be asked to deal with agreed-upon cases according to the terms of point 10, below.

The arbitrator shall control the proceedings and retain jurisdiction to require further submissions of fact or argument as he deems necessary to determine the matter.

10. The expedited arbitration process will require the following:
- ◆ each grievance can be heard on one day, more than one grievance may be scheduled per day subject to the arbitrator's direction.
 - ◆ the parties will prepare and sign a Joint Statement of the facts giving rise to the dispute, the facts in dispute (to the extent practicable), and any agreement as to the issues to be decided by the arbitrator. The Joint Statement must be developed prior to scheduling the hearing date.
 - ◆ each party will present three copies of a Case Statement at the outset of the hearing. The Case Statement will state the issues to be determined, the facts on which the party relies, and a summary of the position of the party, supported by documentary exhibits and references to the Collective Agreement, jurisprudence or other authorities.
 - ◆ witnesses may be called where the arbitrator rules that there is a material factual dispute and determines which parts of the evidence sought to be called appear relevant and material to the determination of the grievance. Witnesses will be under oath and subject to examination and cross-examination.
 - ◆ oral argument will be limited to the position of the party set out in the Case Statement and the rebuttal of the other party's argument.
 - ◆ the arbitrator will determine the matter as soon as possible, with a written decision issued to the parties within ten working days of the hearing date. Failure to meet a time limitation under this process will be deemed a technicality that does not invalidate the proceedings or the award.
11. Where the parties do not agree that a case is appropriate for this procedure, it will be dealt with by the same arbitrator as a conventional referral to arbitration.

(signed by B.R. Story and M. Germani – June 13, 1995)

LETTER OF UNDERSTANDING**#3 Re: Contractors on Smart Meter and Cornerstone Project**

This Letter of Understanding addresses contractors or contract employees (“contractors”) working on the Smart Meter and Cornerstone projects. Notwithstanding anything in the Collective Agreement, the parties agree that any reference in the Collective Agreement to contractors shall be understood and deemed to not include any contractors performing work on either the Smart Meter or Cornerstone projects.

In respect of sustainment work on the Cornerstone project only, if Inergi obtains control over Cornerstone sustainment work returned to Ontario from offshore, Inergi will allocate 50% of the Cornerstone sustainment work to Society represented Inergi employees, provided that sufficient employees presently have the skills required, with the remaining 50% of the Cornerstone sustainment work allocated to contractors. For clarity, on a temporary basis, in excess of 50% of the Cornerstone sustainment work may be allocated to contractors until Inergi employees have the skills required to perform the work. Inergi shall make reasonable efforts to train and re-skill Society represented Inergi employees to enable them to perform the Cornerstone sustainment work returned to Ontario from offshore, or hire new Inergi employees with the requisite skills.

In the event that Capgemini bids upon Cornerstone sustainment work which has been returned to Ontario from offshore, it is expressly agreed that the provisions of the Related Work Opportunities Letter of Understanding shall apply to that bid.

LETTER OF UNDERSTANDING

#4 Re: Offer of Voluntary Severance Program

During the 2008 Collective Bargaining negotiations, the parties had extensive discussions recognizing the need to ensure that the Company was in the best possible position to obtain the renewal or extension of its commercial agreement with Hydro One.

The Company identified that increasing value to the customer through more competitive pricing was identified as critical to provide the Company with a sustainable competitive advantage. Accordingly, the Company's plans to reduce its overall cost structure through workforce reductions, including a reduction in the bargaining unit complement, became the primary focus of discussions.

The concerns below regarding the practical implementation of the Company's downsizing plans under the existing Collective Agreement language were of particular interest to both parties. Specifically, that the Company's restructuring initiatives could:

- cause significant disruption to the business at a time when exemplary service to the Company's clients, and Hydro One in particular, is critical;
- cause significant adverse impact upon bargaining unit members;
- mean that the downsizing initiative would not proceed expeditiously, with the result that cost savings of the initiative would be reduced and the disruption to the business exacerbated.

The parties have entered into this Letter of Understanding (LOU) on a strictly without precedent or prejudice basis in order to alleviate the concerns above, including adverse impact on employees and disruption to the business resulting from restructuring that may be implemented by the Company during the term of the Collective Agreement.

It is understood and agreed by the parties that in the event that any affected employee voluntarily terminates their employment in accordance with any of the provisions of this LOU, the Company shall not be required to create any new positions as a result of such voluntary separation notwithstanding any Collective Agreement provisions regarding any requirement to create such positions.

Voluntary Separation Program

In light of the foregoing, and after extensive discussions of the parties' interests, the parties agreed to suspend Article 64 for the life of the Collective Agreement and enter into this letter of understanding which will govern workforce restructuring during the term of the 2009 Collective Agreement in accordance with the following provisions:

- 1) This letter shall govern the separation of bargaining unit staff from the Company which occurs as a result of a decision by the Company to reduce bargaining unit complement ("Restructuring Initiative(s)"). For clarity, it is

agreed that Restructuring Initiative(s) do not include staff reductions caused by a loss of work, business or customers, or by any other reason beyond the control of the Company;

- 2) This letter, and not Article 64, shall govern staff reductions and/or transfers or reassignments arising due to Restructuring Initiative(s);
- 3) There shall be no involuntary layoffs as a result of Restructuring Initiative(s) during the term of the 2009 Collective Agreement;
- 4) The Company may offer voluntary separation/early retirement packages (VSP) from time to time and at any time during the first eighteen (18) months of the Collective Agreement, as often as it wishes, until the threshold of 210 regular full-time Society Bargaining Unit employees, as defined below, has been reached. Employees in the bargaining unit will be required to apply in writing to the Company (“Eligible Employees”) indicating their desire to separate or retire (the “VSP Application”);
- 5) The above threshold is based upon the current level of two-hundred fifty-five (255) regular full-time positions within the Inergi Society bargaining unit. If the number of positions is found to be higher than the threshold shall be raised correspondingly.
- 6) The attached Appendix A reflects enhanced terms and conditions in respect of VSP, as agreed to by the parties during the 2008 Collective Bargaining round.
- 7) The offering of the VSP may be limited, at the Company’s sole discretion, to the employees of any one or more of the following six (6) defined business units/lines of business, according to which all bargaining unit employees shall be categorized:
 - a. Applications Management (AM)
 - b. Infrastructure Management (IM includes SDM & SMG)
 - c. Project Delivery Group (PDG)
 - d. Finance (Corporate & FAP)
 - e. Settlements
 - f. Supply Chain & IT Vendor Management
- 8) The Company’s acceptance of VSP Applications from Eligible Employees within any of the business units/lines of business defined above shall be based on seniority whereby the accepted and approved Eligible Employee(s) shall be the most senior employee(s) within each respective business unit/line of business.
- 9) Where a group of employees within the above defined business units/lines of business have information technology skills which are in high demand (“hot skills”), e.g. the SAP group within Application Management, or are otherwise essential to servicing the client, e.g. Wintel, it is agreed that the Company may exclude such groups from the VSP offer to the business unit/line of business, provided the Company has first sought and obtained the concurrence of the Joint Working Team as set out in item 19 below.

In the event the Company excludes a hot skills/client essential group from a VSP offer to a business unit/line of business, the Company may accept VSP applications from employees without regard to the seniority of the employees in the hot skills/client essential group. Nothing in this paragraph, however, precludes the Company from including a hot skills/client essential group in a future VSP offer to the business unit/line of business.

- 10) The Restructuring Initiative(s) shall not at any time during the 2009 Collective Agreement, reduce the complement of Society bargaining unit employees below 210 regular full-time employees.
- 11) The Company has the sole discretion of determining actual exit dates of Eligible Employees accepted and approved for VSP. However, the exit date may not extend beyond eighteen (18) months following the Eligible Employee's acceptance for VSP unless mutually agreed to by the Company and Local Society Inergi Vice-President.
- 12) In the event that the Company, at its sole discretion, deems it necessary to backfill any position(s) affected under the Restructuring Initiative(s), the provisions of Article 65 shall apply on an expedited basis, i.e. one week postings, and not Article 64 (which shall not apply to the Restructuring Initiative(s), as per item 2 above).
- 13) The Company may decide to backfill the position vacated by the VSP acceptance. If the Company decides to backfill the position created by an Eligible Employee for the VSP, the Company may fill, restructure, or re-band the vacant position provided that the Company has first sought and obtained the concurrence of the Joint Working Team as set out in item 19 below.
- 14) If the backfill activities referred to in item 12 above are unsuccessful for any reason, the Company may place a temporary employee in the vacant position on an interim basis to aid in the transition, as may be required. It is agreed that in such circumstances, the temporary employee shall not occupy the vacant position for a period of more than six (6) months.
- 15) It is agreed that contractors shall not be used to permanently fill a vacancy created by an Eligible Employee being accepted for the VSP.
- 16) In the event that no internal applicant fills a vacancy created by an Eligible Employee being accepted for the VSP, the Company may assign the employee with the least seniority in the same line of business as the Eligible Employee to the vacancy. In such situations, the Company may fill, restructure, re-band or abolish the junior employee's previous position provided that the Company has first sought and obtained the concurrence of the Joint Working Team as set out in item 19 below.
- 17) In the event that the Company wins additional/incremental (i.e. net new) sustainment work from Hydro One that requires an increase in the number of Society regular bargaining unit positions, the JWT shall meet quarterly to discuss whether and/or how the creation of these positions in the preceding quarter may impact the threshold of 210 set out in item 10 above, and the

timing of any adjustment to that number, or the timing of any future offering of VSP.

- 18) It is agreed that should Hydro One terminate the Company's Master Service Agreement, in whole or in part, Article 64 will be utilized (notwithstanding its suspension) to deal with the reduction in staff necessitated by the loss, or partial loss, of the Master Service Agreement.
- 19) The parties shall create a Joint Working Team (JWT) co-chaired by the President of the Society and the Director of Human Resources, along with no more than two (2) other representatives for each of the parties. The JWT shall meet quarterly to oversee compliance with and implementation of the terms and conditions, and reach agreements as explicitly set out above in this LOU. Any disputes that may arise shall be subject to the expedited arbitration process and Standing Arbitrator(s) as outlined in Article 67.4(g).
- 20) The parties agree that any employee who accepts and is granted the VSP shall not be rehired into any Society represented position in the Company or as a contract or temporary employee.

APPENDIX A

Inergi LP (“INERGI”)

And

The Society of Energy Professionals (Society)

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

Voluntary Termination of Employment Program (VTEP)

And

Voluntary Employee Retirement Program (VERP)

And

Voluntary Retraining Program (VRP)

This agreement has been developed and entered into by the parties to alleviate the impact of potential staff reductions within INERGI resulting from the implementation of Restructuring Initiative(s) as agreed to in the attached LOU. The parties agree that the terms and conditions of this agreement are established without precedent or prejudice.

IN THIS AGREEMENT:

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

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

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

A. Voluntary Termination of Employment Program (VTEP) for Employees Directly Affected by Restructuring Initiative(s)

The VTEP is comprised of the following elements and is applicable to regular Society employees directly affected by Restructuring Initiative(s) and who elect to separate and sever their relationship with the Company effective on their exit date arising from the Restructuring Initiative(s).

1. Twenty-six (26) weeks pay at current base wage for all employees directly impacted by the Restructuring Initiative(s), with the following exception: 13 weeks for employees hired within 30 months of their exit date, plus;

2. Five (5) weeks pay at current base wage for each year of service or part thereof for employees with 5 years of service or less as of the exit date, or;
 3. Six (6) weeks pay at current base wage for each year of service or part thereof for employees with more than 5 years of service as of the exit date up to a grand total maximum of 104 weeks pay, plus;
 4. Only employees who reach the 104 week pay maximum shall be eligible to receive 50% payout for any Sick Days (at the 100% level) they may be entitled to receive in accordance with this article as of their exit date, plus;
 5. Continuation of benefits for a period of 9 months in accordance with Article 64.13.2.4 of the Collective Agreement (excluding sick leave, long term disability and vacation pay accrual), plus;
 6. Earned vacation and floater days will be paid out on a pro-rated basis as of the exit date, plus;
 7. Employees shall be eligible for outplacement and retraining assistance in accordance with Article 64.13.2.4 (iii) of the Collective Agreement.
 8. An employee receiving a lump sum payment may direct all or a portion of their payment into a RRSP, up to the amount permitted by law. The employee shall provide INERGI with the necessary forms directing payment to their RRSP. The employee may carry over up to 50% of the lump sum payment to January 15th of the year following the exit date.
 9. Employees who accept the VTEP offer shall not be entitled to participate in any implementation of Article 65, any future implementation of Article 64 or other similar program under the Collective Agreement, or to any entitlements under the Ontario Employment Standards Act.
- B. Voluntary Employee Retirement Program (VERP) for Employees Directly Affected by Restructuring Initiative(s) Who Reach a Pension Milestone Within Four (4) Years of Their Exit Date**

Applicable to regular INERGI Society employees directly affected by Restructuring Initiative(s) and who reach a pension milestone within a maximum of four (4) years of their exit date.

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

their exit date. Employees who will qualify for both a discounted and an undiscounted pension during this four (4) year period may elect to wait for the undiscounted pension.

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

a = weeks of severance pay

b = weeks to retirement date

"bridge factor" = a/b

P = normal weekly base pay on exit date

Weekly pay during retirement bridge (W)

= bridge factor x P

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

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

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

7. Employees receiving salary continuation as part of the non-working retirement bridge shall be eligible for any regularly negotiated general wage increases that may occur prior to their retirement date.
 8. Employees who accept the VERP offer shall not be entitled to participate in any implementation of Article 64, any future implementation of Article 64 or other similar program under the Collective Agreement, or to any entitlements under the Ontario Employment Standards Act.
 9. Eligible employees shall be provided with a detailed pension calculation. The VERP offer shall specify a date for acceptance of the offer, which shall be at least four weeks after the date that employee receives their pension calculation. Employees must make an irrevocable election to accept or reject the VERP offer by the acceptance date.
 10. An employee receiving a lump sum payment may direct all or a portion of their payment into a RRSP, up to the amount permitted by law. The employee shall provide INERGI with the necessary forms directing payment to their RRSP. The employee may carry over up to 50% of the lump sum payment to January 15th of the year following the exit date.
 11. During the non-working bridge employees shall be eligible for health and dental benefits and group life insurance. For clarity, these benefits shall be maintained only until the employee's retirement date. An employee on the non-working bridge benefit shall not be eligible for sick leave or LTD benefits, vacation accruals, accruals under incentive plans or any other leaves of absence or benefits not expressly described above. Upon retirement, the employee shall be eligible for the standard retiree's benefit package in accordance with the collective agreement.
 12. Employees in receipt of bridge benefits shall be obligated to sign and abide by a non-competition agreement for the period in which they are in receipt of the bridge benefits (see Appendix A-1).
 13. Employees who elect this option must retire on the first day of the month immediately following their attainment of their retirement date.
- C. Voluntary Retraining Program ("VRP") for Employees directly affected by Restructuring Initiative(s)

The VRP is comprised of the following elements and is applicable to eligible regular Society employees directly affected by the Restructuring Initiative(s) who elect to accept the VRP commencing on the date specified in the employee's VRP offer as the employee's last day of work ("VRP Date").

1. The following Inergi employees are eligible for VRP:
 - i. Regular Society employees who have thirty (30) months or more service as of the VRP Date; and
 - ii. Who are not eligible for the VERP; and
 - iii. Who have not accepted VTEP.

2. **Eligible employees may elect to accept the VRP provided that the following conditions and criteria are met:**
 - i. **The employee identifies a job level within Inergi that the employee can be trained to perform within 26 weeks of the employee's VRP Date;**
 - ii. **There is a reasonable likelihood that the employee will be able to successfully complete the approved training program within 26 week of the employee's VRP Date; and**
3. **The following will apply to employees electing to accept the VRP offer:**
 - i. **The employee will complete an approved training program for the new job level. The cost of tuition fees and other training associated expenses shall not exceed \$10,000 dollars in total; and these costs will be reimbursed to the employee upon completion of the program and upon provision of receipts; and**
 - ii. **Employees will, while undertaking the approved training program referred to above, continue to receive their regular base pay for 26 weeks from their VRP Date (The "VRP Period");**
 - iii. **During the VRP period, benefit coverage, save and except sick leave and LTD, will be continued.**
4. **An employee who accepts VRP may at any time prior to the completion of the VRP Period, elect to separate and sever his/her employment with the company and receive severance pay in accordance with Article 64.13.2.1 (i) but will not be entitled to any application of Article 64. The employee may direct all or a portion of the severance payment into a RRSP, up to the amount permitted by law, and provided the employee provides Inergi with the necessary forms directing payment to their RRSP. The employee still may carry over up to 50% of the severance payment to January 15th following the year of the termination date.**
5. **At the conclusion of the VRP period, if the employee has not successfully applied for a vacant position at Inergi, the following will apply:**
 - i. **The employees employment with the company will be severed and the employee will be paid severance in accordance with Article 64.13.2.4 but will not be entitled to any other application of Article 64;**
 - ii. **The employee will receive a pro-rated share of the Incentive Plan in the year of termination of employment, in any which shall be paid out in the first quarter of the following year.**
 - iii. **Earned vacation and floater days will be paid out on a prorated basis as of the employee's date of termination.**
 - iv. **The employee may direct all or a portion of the severance payment into a RRSP, up to the amount permitted by law, and provided the**

employee provides Inergi with the necessary forms directing payment to their RRSP. The employee still may carry over up to 50% of the severance payment to January 15th following the year of the termination date.

6. Employees who accept the VRP offer shall not be entitled to participate in any implementation of Article 65, any future implementation of Article 64 or other similar program under the Collective Agreement or to any entitlements under the Ontario Employment Standards Act.
7. Employees who accept the VRP may be redeployed by the Company to a vacant bargaining unit position at any time prior to the end of the VRP Period.

In order to be eligible for either VTEP, VERP or VRP employees must be on the Company's roll on the exit date. This includes employees on LTD, legislative leave or other leaves approved by the Company. The VTEP, VERP and VRP programs are mutually exclusive and an employee shall only participate in one of these programs.

The joint working team (JWT), as outlined in item 19 in the LOU shall oversee any issues or disputes arising from the application of this agreement.

The Society of Energy Professionals

Inergi L.P.

Date

Appendix A-1

NON-SOLICIT

During any non-working bridge period under the Agreement between INERGI and The Society of Energy Professionals (Society), I will not directly or indirectly, on behalf of myself or any other person or entity:

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

NON-COMPETE

During my non-working bridge period under the Agreement between INERGI and The Society, I will not, directly or indirectly:

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

CONFIRMATION

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

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

SEVERABILITY

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

LETTER OF UNDERSTANDING

#5 Re: Process for Updating the Inergi Drug Formulary to December 31, 2000

A. New Drugs Requiring a Prescription By Law

1. New “generic substitutes” for “name brand drugs” already listed on the Formulary will automatically be added to the Formulary as soon as they are approved for use in Canada.
2. New “strengths/dosages/forms” for drugs listed on the Formulary will automatically be added to the Formulary as soon as they are approved for use in Canada.
3. Out-of-country drugs with the same chemical base as drugs listed on the Formulary will 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 be 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);
 - (c) 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 to the formulary.

When Best Average Pricing information is not available for an OTC product, a paper claim will be reimbursed subject to determination by the Chief Physician (or other) employer-designated decision maker) that there is no reasonable alternative product on the existing formulary and that the product is commonly and customarily recognized throughout the physician's profession as appropriate in the treatment of a patient's diagnosed sickness, injury or condition.

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:
 - Shall not be deemed to trigger timelines under Article 16 of the Collective Agreement;
 - Shall be without prejudice to The Society's position with respect to whether the drug meets the "reasonable and customary" standard; and,
 - Shall not prejudice The Society's entitlement, or the entitlement of any Society-represented employee(s), to grieve the employer's decision at a later date.

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 to 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).

LETTER OF UNDERSTANDING**#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.

For greater clarity, this Letter of Understanding excludes the sale or transfer of Inergi's parent company.

This Letter of Understating shall expire on **December 31, 2011**.

LETTER OF UNDERSTANDING

#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.
- (iii) 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.

Related Work Opportunities & Assignment of Work

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

The discussion process will not prevent CGEY from completing proposals, closing deals, or performing work with respect to related work opportunities.

In respect to related work opportunities that are not sub-contracted or otherwise assigned to 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 to 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)

Letter of Understanding #12

Letter of Understanding

Between

Inergi L.P. (“Inergi”)

And

The Society of Energy Professionals (“The Society”)

To address staffing issues raised regarding Article 65 as it relates to cross bargaining unit resourcing flexibility Inergi is prepared to execute the following LOU. In exchange the Society will withdraw the grievance 2005-011 without prejudice.

The parties enter into this Letter of Understanding as it pertains to Article 5.3: Temporary assignment to another bargaining unit

1. Any temporary assignment under the provisions of the Article 5.3 – “Temporary assignment to another bargaining unit”, that Inergi anticipates will exceed 6 months’ duration, will be posted as a rotation under the provisions of Article 65 prior to implementation of Article 5.3.
2. Should the Society challenge or assert that the existence of this letter of understanding does not constitute reciprocity with the NHSS/Society agreement by grievance, it shall be rendered null and void and the collective agreement provisions governing resource flexibility shall stand without qualification.

Inergi L.P.

The Society of Energy Professionals

Date

Letter of Understanding #13

Letter of Understanding

Between

Inergi L.P. (“Inergi”)

And

The Society of Energy Professionals (“The Society”)

With respect to providing additional pension security during the term of this collective agreement and in the event the pension plan is in a solvency deficit position, Inergi will fund the current service costs up to the maximum tax deductible contribution based on a solvency valuation that includes indexation.

Inergi L.P.

The Society of Energy Professionals

Date

NOTES

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