

# COLLECTIVE AGREEMENT

BETWEEN

***INERGI* L.P. (CUSTOMER SERVICE OPERATIONS).**  
(“*Inergi*” or “The Employer”)

AND

**THE SOCIETY OF ENERGY PROFESSIONALS**  
(“The Society” or “The Union”)



***April 1, 2016– March 31, 2018***



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.

Peter Watson  
**Inergi**

Tracy Kelly  
The Society of Energy Professionals

January 11, 2017  
Date



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## PART I - PREAMBLE

### 1 SOCIETY AND CORPORATE INTERESTS

**Inergi**<sup>1</sup> and the Society wish to create a working partnership that will encourage the success of our business in a rapidly changing environment. The parties understand that by focusing on clients and customers, the parties will maximize financial success and viability and enhance job security. Employees are encouraged to participate in the operation of the business by enhancing and improving business operations, customer and client satisfaction, the way we work and the quality of work life.

The Society's mission is to ensure the best rewards, career opportunities and working conditions for its members.

We will strive to carry out our respective missions and objectives in a manner that results in our mutual success. Where differences arise, we will attempt to resolve them peacefully and constructively on the basis of the principles set out in Section 1.2.

#### 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 78, 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** and Society representatives are encouraged to use these principles.

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 We will share information and advise the other party about matters that may impact them (and/or their clients/customers) as early (and as openly) as possible to provide the other party with a meaningful opportunity to influence decisions before they are finally made. This consultation process will not prejudice the right of either party to make their own final business decisions.

1.2.3 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.

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<sup>1</sup> **Throughout this agreement, "Inergi" refers to the Customer Service Operations (CSO) organization of Inergi LP. This usage is without prejudice to the legal position of either party in the event of a related/common employer proceeding.**

- 1.2.4 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.
- 1.2.5 Common goals/needs will be identified, and both parties will work together to achieve them.
- 1.2.6 The primary focus of the parties will be the customer (Customer means **Inergi's** clients and customers together with Society members).
- 1.2.7 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.
- 1.2.8 An honest attempt will be made to resolve all problems/issues internally.
- 1.2.9 By virtue of adherence to the above principles, the parties will endeavour 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 L.P.** ("**Inergi**") recognizes the Society as the exclusive bargaining agent for a bargaining unit comprised of:

All employees employed by **Inergi** in the Province of Ontario employed **in its Customer Service Operations (CSO) organization** 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 1.

*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 [b] 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 **\$160,071** (effective April 1, 2016 - the parties agree that the **\$160,071** 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 that 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.

## 2.6 Management Rights

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

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.

<b>Date</b>	<b>job title</b>	<b>schedule/band</b>
<b>business unit</b>	<b>division</b>	<b>department</b>

This is a:  new document  
 revised and previously excluded document - existing occupation code:  
 revised and previously included document - existing occupation code:  
 Managerial Exclusion       Confidential Exclusion       Within Another Trade Union

**SOCIETY UNIT DIRECTOR**

Agreed       Disagreed

If disagreed, why?

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Society Unit Director (signature)

Date: \_\_\_\_\_

**SOCIETY STAFF OFFICER**

Agreed       Disagreed

If disagreed, why?

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Society Staff Officer (signature)

Date: \_\_\_\_\_

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

Line Management (signature)

Human Resources Department (signature)

Date: \_\_\_\_\_

Date: \_\_\_\_\_

*Note: See Article 2 of the Society-Inergi (CSO) 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.*

## 2.7 Successor Rights

2.7.1 **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.

2.7.2 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. Prior to hiring a probationary employee into a job, the employer will determine whether the standard probationary period for the job will be three (3) months or longer than three months, to a maximum of six (6) months. The basis for this determination will be the length of time reasonably required to assess the employee's performance in the context of the difficulty of the job requirements (i.e., the more difficult the job requirements, the longer the standard probationary period). Before making a final decision on a standard probationary period of longer than three months, the employer will consult with the Society. If the parties are unable to agree, the employer will make the final decision. All probationary employees hired into the same job will have the same standard probationary period. At the end of the standard probationary period, the employee will either be made regular or terminated. On an exceptional basis and following discussion with the Society, the probationary period may be extended based on the performance of the individual employee where there is an expectation that a longer probationary period will result in improvement in a specific identified area. 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. The terms and conditions of the probationary period will be communicated to the probationary employee in his/her offer letter.

### 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 59 (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 27 (Temporary Employees).

#### a) 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 27 (Temporary Employees).

#### b) 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 27 (Temporary Employees).

#### c) Temporary Service

Where a person with previous temporary service is appointed to an ongoing position as a regular employee that is essentially the same job as that which he/she held as a temporary employee, the period of temporary service shall be credited toward his/her probationary period. In these cases, where the period of temporary service exceeds the standard probationary period, the employee will not be required to serve a probationary period.

Where a person with previous temporary service is appointed to an ongoing position as a regular employee that is a different job from that which he/she held as a temporary employee, the employee will be required to serve the standard probationary period for the job. In these cases, the employer will consult with the Society and if these parties mutually agree the requirement to serve a probationary period may be waived or the length of the required probationary period may be reduced for the affected employee.

## 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) **with Inergi and/or its predecessor employers (i.e. Vertex, Hydro One, Ontario Hydro as applicable)** 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 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 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 a *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 pro-rated).

Authorized Adjustments:

##### a) Personal Leaves of Absence

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

- personal leave of absence with pay; or
- personal leave of absence without pay which is less than 15 working days; or
- personal leave of absence without pay which is more than 15 working days and which was started on or after April 15, 1993 -- only that portion which was taken during the period from April 15, 1993 to August 31, 1997.
- prepaid leave of absence, under the enhanced leaves of absence policy dated April 16, 1993, greater than eight (8) weeks.

##### b) Pregnancy/Parental Leaves

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

##### c) Job Sharing

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

##### d) Work Sharing

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

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

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

Generally, it is the number of years (including a portion of a year) a pension plan member has been continuously employed in which there has been no break in employment exceeding 12 months. It includes previous Ontario Hydro/Hydro One/*Inergi*/Vertex 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 an eligibility criterion 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 XI (Health Benefits), Part VII (Pension and Insurance), Part XII (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 26 ("Salary Progression Plan")
  - Part X (Absence from Work)
  - Part XI (Health Benefits)
  - Part VII (Pension and Insurance)
  - Part XII (Relocation Assistance), except for Article 55 (Compensation when Assigned to Temporary Work Headquarters)
  - Part XIII (Working Conditions) except for vacancy rights pursuant to Clause 65.6.3.g
  - Other provisions or agreements to the extent they concern the above



### 5.3 Grievance

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

## 6 EMPLOYEES ON TEMPORARY OUT-OF-PROVINCE ASSIGNMENT

### 6.1 Terms and Conditions of Employment During Assignment

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

- a) retains his/her status as an employee of **Inergi**;
- b) continues to accrue service credit for all purposes under Article 4 of the Collective Agreement;
- c) is required 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 a **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 one salary band lower at the pre-assignment location;
  - c) within the pre-assignment Business Unit, a vacancy within one salary band 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.

## PART III - VOLUNTARY RECOGNITION AGREEMENT

### 7 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, 2008 or any subsequent Collective Agreement. On July 13, 2010, Vertex provided the Society with written notice of termination of paragraphs 4.0 and 5.0 of the VRA.

In the event that either party desires to amend the VRA on or after January 1, 2011, 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, 2011 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.

#### 7.1 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 are classified as "Leadership" stream jobs.

## **PART IV - COLLECTIVE AGREEMENT TERM - NO STRIKE/NO LOCKOUT**

### **8 COLLECTIVE AGREEMENT TERM - NO STRIKE/NO LOCKOUT**

8.1 This Collective Agreement shall remain in effect from April 1, 2016 to March 31, 2018 inclusive and, thereafter, shall be renewed automatically from year to year, 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.

#### 8.2 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 during the term of the Agreement.

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

### 9 SOCIETY MEMBERSHIP AND DUES DEDUCTION

#### 9.1 Membership in the Society

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

#### 9.2 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 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**

### **11 ROLE OF SUPERVISORS**

11.1 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.

11.2 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.

11.3 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, and 64. Requests for time off will be made to Labour Relations, *Inergi* Human Resources.

### **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 and Harassment 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 offences 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 HEALTH AND SAFETY DISPUTES

- 15.1 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.
- 15.2 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.

## 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 79 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 15.

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 **at** 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

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

- A. Multiple cases will be heard on each day of expedited arbitration.
- B. 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.
- C. The arbitrator will rely upon the briefs as much as possible and witnesses will only be called if required by the arbitrator.
- D. 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 16.7.5. Either party may refer an unresolved grievance to a single arbitrator within 10 days of the Step 2 meeting. Regular arbitration shall be scheduled within 60 days of the referral to arbitration.

### 16.7.3 General

- A. Each Party shall assume its own costs of the arbitration proceedings and shall share equally the cost of the arbitrator.
- B. An arbitrator shall consider any difference that 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 that 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  
**John Stout**  
**Laura Trachuk**  
**Robert Herman**  
Bill Kaplan  
Jules Bloch

## 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 **48** 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 that 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.

### 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,) prior to making any final decision which could adversely affect the Society's jurisdiction.

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

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

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

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

- 18.4 In the event that consensus is not reached on issues affecting the Society's jurisdiction or Senior Management rejects the joint/tripartite team's recommendation(s), *Inergi* will make the final decision and will provide written rationale for the decision to the Society.
- 18.5 The principle and process set out in 18.1 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 PERFORMANCE MANAGEMENT**

### 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 counselling, 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 step standing as of the next "anniversary" progression date.
- 19.4 Performance Management
- a. If an employee fails to make satisfactory progress, his/her progression may be withheld for a period of six months.
  - b. In taking this action, the Employer shall provide the employee with one month's notice with written reasons for withholding the progression and what is required to rectify the unsatisfactory performance.

- c. The performance of an employee whose progression has been withheld as above will be reviewed within six months. If progress and general performance are found to be satisfactory, progression shall be granted and the review date becomes the employee's new anniversary date. However, if progress and general performance are not satisfactory, subject to Section 17.1 (i.e. no discharge or discipline without just cause), the employee shall be either transferred or dismissed.
- d. If six months after the review his/her performance has continued to be satisfactory, he/she may be granted the next step in his/her progression. This will then re-establish his/her original progression status.



## PART VII – PENSION AND INSURANCE

### 20 LIFE INSURANCE

- 20.1 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.
- 20.1.1 The cost of basic term insurance for employees will be paid by **Inergi**.
- 20.1.2 The cost of additional term insurance for employees will be paid by the employees.
- 20.1.3 Upon retirement, term insurance equal to 50% of final base annual earnings will be provided, reducing to 25% ten years after retirement.
- 20.1.4 An employee will become eligible for membership in the plan upon being assigned regular status.
- 20.1.5 In the event that an employee does not make an election, Option I (see **20.2** below) will automatically be designated.
- 20.1.6 After the initial election period, a re-election of option will be permitted only once a year during the month of December.
- 20.1.7 The employee will be required to submit evidence of insurability if a re-election results in total increased insurance coverage.
- 20.1.8 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.

#### 20.2 Life Insurance Options

Option	Basic Term Insurance <sup>2</sup>	Additional Term Insurance <sup>3</sup>
I	Two Times Base Salary	Nil
II	Two Times Base Salary	One Times Base Salary

- 20.3 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.

<sup>2</sup> *Basic Term Insurance is composed of term insurance equal to base annual earnings raised to the next \$500.00 and multiplied by 2.*

<sup>3</sup> *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.*

20.4 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.

20.5 Spousal and Dependent Insurance

20.5.1 Only spouses and dependents of active employees are eligible.

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

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

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

20.5.5 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.

## **21 DEFINED CONTRIBUTION PENSION PLAN**

21.1 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.

21.2 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.

- 21.3 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. ***Participating employees will contribute a minimum of 3% of their base earnings.***

## **22 DEFINED BENEFIT PENSION PLAN**

***The Vertex Pension Plan (Registration # 1099993) constitutes the past service Defined Benefit Pension Plan ("DB Plan") up to and including February 28, 2015. A transfer of pension assets from the Vertex Customer Management (Canada) Pension Plan (Registration #109993) ("Vertex Pension Plan") to the new Inergi LP Customer Services Operations Pension Plan has not occurred. The Inergi LP Customer Service Operations Pension Plan (Registration #12857433) constitutes the current and future service Defined Benefit Pension Plan ("DB Plan") from March 1, 2015 and forms part of this collective agreement. The provisions of the Inergi LP Customer Service Operations DB Plan are generally described in the brochure "The Inergi LP Customer Service Operations Pension Plan".***

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

(The following applies only to employees who are hired on or after January 1, 2004). The employer is required to provide an employee with written notification of this "buy back" right. This written notification shall include a reminder following the completion of the employee's probationary period. If the employer has not provided the employee with this written notification, the employee shall retain the right to elect to "buy back" this service

under the same terms provided for under this section until such time as this notice is provided to him/her

#### 22.4 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, with *Inergi* after March 1, 2002 and with Vertex after April 1, 2003.

#### 22.5 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.

#### 22.6 Joint Pension Committee

22.6.1 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.

22.6.2 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 21) 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.

22.6.3 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.

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

22.7 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.

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

22.9 Plan Formula

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

**22.10 Plan Contributions**

Employee pension plan contributions shall be increased as follows:

- By **0.75%** of base earnings effective April 1, 2016
- By **0.75%** of base earning effective April 1, 2017

**PART VIII – SALARY**

**23 SALARY SCHEDULE**

23.1 Salary rates shall be in accordance with Salary Schedule **1**.

23.2 The applicable salary schedule shall be increased by **1.75%** effective April 1, 2016, and by **1.50%** effective April 1, 2017.

**23.3** Effective October 1, 2011 the salary range of all bands shall be 80-100% of the applicable reference points.

## **24 ESCALATOR CLAUSE**

24.1 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.

(Suspended for term of agreement)

## SEP Salary Ranges

April 1 2016

		C	B	A
<b>Start Rate (80%)</b>		<b>\$1,487.00</b>	<b>\$1,691.00</b>	<b>\$1,922.00</b>
<b>Ref Point (100%)</b>		<b>\$1,858.00</b>	<b>\$2,113.00</b>	<b>\$2,402.00</b>
		C	B	A
Step 10	100%	1858	2113	2402
Step 9	98%	1821	2071	2354
Step 8	96%	1784	2028	2306
Step 7	94%	1747	1986	2258
Step 6	92%	1709	1944	2210
Step 5	90%	1672	1902	2162
Step 4	88%	1635	1859	2114
Step 3	86%	1598	1817	2066
Step 2	84%	1561	1775	2018
Step 1	82%	1524	1733	1970
Pre-Step	80%	1487	1691	1922

April 1 2017

<b>Start Rate (80%)</b>	<b>\$1509.00</b>	<b>\$1716.00</b>	<b>\$1951.00</b>
<b>Ref Point (100%)</b>	<b>\$1886.00</b>	<b>\$2145.00</b>	<b>\$2438.00</b>

C

B

A

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Step 10	100%	1886	2145	2438
Step 9	98%	1848	2102	2389
Step 8	96%	1811	2059	2340
Step 7	94%	1773	2016	2292
Step 6	92%	1735	1973	2243
Step 5	90%	1697	1931	2194
Step 4	88%	1660	1888	2145
Step 3	86%	1622	1845	2097
Step 2	84%	1584	1802	2048
Step 1	82%	1547	1759	1999
Pre-Step	80%	1509	1716	1951

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## 25 JOB EVALUATION PLAN

The Society Levels of Work Model, Vertex/Society Levels of Work “Notes to Raters” and final job documents for all Benchmark Jobs set out in the Society-Vertex Compensation Plan Reference Manual (dated May 6, 2004) form part of this collective agreement and shall be used to rate all Society-represented jobs.

## 26 SALARY PROGRESSION PLAN

26.1 Effective October 1, 2011, a new salary progression plan will be implemented that includes the following elements:

- a. Salary ranges for all bands shall be re-calibrated to be equivalent to 80-100% of the current salary bands.
- b. Each salary band will have ten (10) steps equivalent to 82% (Step 1), 84% (Step 2), 86 % (Step 3), 88% (Step 4), 90% (Step 5), 92% (Step 6), 94% (Step 7), 96% (Step 8), 98% (Step 9) and 100% (Step 10) of the applicable salary band.
- c. Each salary band will have a pre-step equivalent to 80% that will be used for PWU-represented employees when stepped up temporarily into a Society-represented position.
- d. Employees will automatically progress to the next step on their anniversary date of appointment to their position unless withheld by Management. If an employee is on rotation/relief in a position that is not his/her base position, he/she will be treated as if he/she were in his/her base position.
- e. ***Regular employees will be placed at no lower than Step 2 on a salary band.***

26.2 The transition to the new salary progression plan will be as follows:

Effective October 1, 2011, all current employees will be mapped to the next higher salary step in the applicable salary band relative to their current pay. This placement will be no lower than Step 2 (=84%).

Example:

If an employee's current pay is equivalent to 82% of their salary band on October 1, 2011, he/she will be placed at Step 2 (=84%).

October 1 will become the “anniversary date” for employees.

## 27 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.

## 27.1 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, or 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 Representative.

## 27.2 Temporary Employees with Less than 12 Months' Service

### 27.2.1 Compensation and Benefits Treatment

- i) Vacations: payment of the prorated amount of 15 days adjusted earnings or 4%, whichever is greater.
- ii) Statutory Holidays:  
  
Pay for statutory holidays provided that the employee has worked all of his or her last regularly scheduled day of work before the statutory holiday and all of his/her first regularly scheduled day of work after the statutory holiday.
- 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.

#### 27.2.2 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.

#### 27.3 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 step progression, and severance pay equal to two weeks' base salary per continuous year of service. All items in Section 27.2 above, except for 27.2.1 (iv), will also apply to these employees.

#### 27.4 Temporary Employees Working Reduced Hours

Temporary employees who work reduced hours will have the items listed in Sections 27.2.1 and 27.2.2 pro-rated in accordance with the provisions outlined in Article 59 (Reduced Hours of Work).

#### 27.5 Temporary Employees and Purchased Services

27.5.1 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.

27.5.2 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- TIME WORKED OUTSIDE NORMAL HOURS**

### **28 ON-CALL SERVICE**

The following on-call service provisions shall apply.

#### 28.1 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.

#### 28.2 Payment

28.2.1 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.

28.2.2 The on-call service payment for any 16-hour period outside normal work hours is one half hour per day calculated at 100% Band B Reference Point.

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

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

### **29 OVERTIME**

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

29.1 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.

#### 29.2 Day Workers

<b>Overtime Worked</b>	<b>Overtime Hours</b>	<b>Rate of Payment</b>
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.
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29.3 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).

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

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

29.5 Recording Overtime

Management shall record reported assigned and paid overtime and will report the same to the Society *monthly*.

29.6 **Statutory Holiday Credit Compensation**

*Employees who are entitled to a statutory holiday credit in accordance with this Article will be compensated as follows:*

**29.6.1** *The base weekly earnings of the employee will not be reduced.*

- 29.6.2** *The employer will not assign an employee to work less than half his/her normally scheduled hours of work for the day (e.g. for an employee who normally works 7.5 hours a day, the minimum hours of work he/she will be assigned to work on a statutory holiday that falls on a normally scheduled workday will be 3.75 hours).*
- 29.6.3** *The hours worked up to half the normally scheduled hours of work for the day will be paid at 2x the employee's base pay rate and will be treated as the employee's base earnings for the day.*
- 29.6.4** *The hours worked in excess of half the normally scheduled hours of work for the day will be compensated at 2x the employee's base rate of pay in accordance with Section 29.1 and will be treated as non-base earnings.*
- 29.6.5** *In addition to being compensated as provided for in Subsections 29.6.3 and 29.6.4, the employee will receive a statutory holiday credit equivalent to a normally scheduled workday (i.e. 7.5 hours) that will be compensated in accordance with Subsection 29.6.6.*
- 29.6.6** *The employee may elect to be compensated for his/her statutory holiday credit in the form of a paid day off or in money. If the employee elects the paid day off option, this time off will be taken on a date that is mutually agreed upon with his/her manager. The employee will notify the employer of his/her choice prior to the time exception report deadline for the applicable week (normally Wednesday).*
- 29.6.7** *The employer will inform the employee of his/her options regarding the method of compensation for the statutory holiday credit before the employee works the assigned hours.*

## **30 TRAVEL TIME**

The following provisions shall apply to employees who are required to travel on business for **Inergi**.

### **30.1 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.

### **30.2 Excessive Travel**

- a) *Travel time outside of regularly scheduled hours to a worksite other than an employee's regular work headquarters, which is in excess of*

***the employee's normal travel time (i.e. between his/her home and his/her regular work headquarters), will be compensated at straight time providing it is not less than 30 minutes.***

- 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.

### 30.3 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.

### 30.4 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 29.2.

### 30.5 Flexibility

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

## **31 SHIFT WORK**

### 31.1 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.

### 31.2 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 Society-represented 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.

### 31.3 Shift Allowances

- a) Shift Premiums
  - Shift work on Saturdays and Sundays: 50% of 95% of the Band B Step 10 (=100%) rate per hour worked.
  - Shift work on statutory holidays: 95% of the Band B Step 10 (=100%) 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.

#### 31.4 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 the Band B Step 10 (= 100%) rate per hour worked.
- Shift work on statutory holidays - 95% of the Band B Step 10 (=100%) rate per hour worked.
- The statutory holiday shift premium shall be paid on an actual hourly-as-worked basis.

#### 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.

### 31.5 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 59, and modifications of the provisions of paragraphs 1 and 2.
- 4) The parties may review the application and operation of this Article prior to the end of the Collective Agreement.

### 31.6 Shift Turnover

- 31.6.1 A shift turnover allowance will be paid to employees who have been authorized to perform shift turnovers, based on the criteria in Sections 31.6.2 and 31.6.3 and in compliance with the chart below.
- 31.6.2 Only one person will be paid for each shift turnover, either the incoming or the outgoing shift, but not both.
- 31.6.3 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 -

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

**32 COMPENSATION AND WORKING CONDITIONS - 12-HOUR SHIFT SCHEDULE**

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

32.1 General Provisions

- 32.1.1 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 31 ("Shift Work").
- 32.1.2 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**.
- 32.1.3 **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 Representative.
- 32.1.4 All policies and agreements which normally apply to employees will continue to apply unless specifically stated otherwise in this Article.

32.2 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 31 ("Shift Work").

32.3 Shift Premium

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

Shift work on Saturday and Sundays	50% of 95% of the Band <u>B</u> Step 10 (=100%) rate per hour worked.
Shift work on Statutory Holidays	95% of the Band B Step 10 (=100%) rate per hour worked.

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

32.4 Overtime

32.4.1 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.

32.4.2 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.

32.5 On-Call

On-call service payments will not be applied to those employees on the Minimum Availability Requirement (MAR) list (see Section 32.8).

32.6 Special Conditions

32.6.1 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.

- 32.6.2 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.
- 32.6.3 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.
- 32.7 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.
- 32.8 Minimum Availability Requirement (MAR) List
- 32.8.1 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.
- 32.8.2 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.
- 32.8.3 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.
- 32.8.4 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.
- 32.8.5 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.
- 32.8.6 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.
- 32.9 Twelve-hour shift work may be introduced when the following conditions are met:
- 32.9.1 If local management determines that a 12-hour shift work arrangement is appropriate, a vote will be held in the affected work unit(s).

More than 50% of those eligible to vote in the work unit(s) must vote in favour of 12-hour shift work.

- 32.9.2 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

## **PART X - 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 an employee may be granted leave of absence with pay. "Family member" is defined pursuant to Section 33.7 ("Family Medical Leave"). 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.

- a) Usually a period of up to five days is an adequate amount of time for immediate family members. "Immediate family member" includes parent, step-parent, foster parent, spouse or common-law partner, brother, step-brother, sister, step-sister, husband, wife, son, step-son, daughter, step-daughter, and foster child.
- b) Usually a period of up to three days is an adequate amount of time for other (i.e., non-immediate) family members including but not limited to a parent-in-law, brother-in-law, sister-in-law, daughter-in-law, son-in-law, grandparents, grandparents-in-law, step-grandparents, grandchildren or step-grandchildren and their spouse or common-law partner, aunt or uncle and their spouse or common-law partner, nephew or niece and their spouse or common-law partner.
- c) 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 up to ten (10) days off annually without pay to care for a family member who is ill, injured or has a medical emergency or urgent matter ("family care leave").

Family members include the employee's spouse or same sex partner, the employee or employee's spouse or same sex partner's parent, step-parent, foster parent, child, step-child, foster-child, grandparent, step-grandparent, grandchild, step-grandchild, the spouse or same-sex partner of the child of the employee, the employee's sibling, or a relative of the employee who is dependent on the employee for assistance.

An employee who wishes to take family care leave will advise the employer of the leave as soon as reasonably possible.

The employer may require an employee who takes a leave under this section to provide evidence as may be reasonable in the circumstances of the need for the leave.

If an employee takes any part of a day as family care leave the employer may deem the employee to have taken the whole day off.

By mutual agreement with his/her supervisor, the employee may pay for this time by using his/her banked overtime, by working back the time over a reasonable period of time, or by taking the time off without pay.

### 33.5 Reserve Forces

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

### 33.6 World Class Sport Events

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

### 33.7 Family Medical Leave

An employee is entitled to a leave of absence without pay of up to eight weeks to provide care or support to a family member or to a person who considers the employee like a family member if a qualified health practitioner issues a certificate stating that the



individual has a serious medical condition with a significant risk of death occurring with a period of 26 weeks or such shorter period as may be prescribed.

“Family member” means:

- An employee’s spouse or common law partner; and
- An employee’s or the employee’s spouse’s or common-law partner’s:
  - Parent, step-parent or foster parent
  - Grandparent or step-grandparents
  - Brother or sister or step-siblings
  - Child, step-child or foster child,
  - Son-in-law or daughter-in-law
  - Grandchildren or step-grandchildren and their spouse or common-law partner
  - Nephew or niece and their spouse or common-law partner
  - Uncle or aunt and their spouse or common-law partner

The employee may begin this leave no earlier than the first day of the week in which the period referred to above begins.

The employee may not remain on leave after the earlier of the following dates:

- The last day of the week in which the member dies; or
- The last day of the week in which the period referred to above ends.

An employee may take a leave under this section only in period of entire weeks.

An employee who wishes to take a leave under this provision shall advise his or her employer in writing that he or she will be doing so. If the employee must begin the leave before advising the employer, the employee shall advise the employer of the leave in writing as soon as possible after beginning it. If requested by the employer, the employee shall provide the employer with a copy of the certificate that was issued by the health care practitioner.

If an employee takes a leave under this section and the family member does not die within the period referred to, the employee may take another leave and, for that purpose, would provide the employer with another certificate issued by a qualified health practitioner.

An employee’s entitlement to a leave under this section is in addition to any other leave entitlement under the collective agreement.

## 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 band 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 20.
- **Inergi** shall pay the sum accumulated in the trust to the participating employee in a lump sum or in regular instalments.

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 band 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 Plan, Life 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, upon request, 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 (normally a minimum of one week's notice), and Management will normally release such representatives. From time to time there may be unexpected events that prevent such a release, including highly important meetings with clients where the employee's presence is required for business to progress and that cannot be reasonably re-scheduled, but such situations will be the exception.

38.2.5 (Suspended for term of agreement). *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 (@Step 10 Band A). It is understood that the salary paid to the members of the Society Executive, who are employees of *Inergi*, shall be the salary specified in writing by the Society.

### 38.3 Treatment During Release and on Return to Work

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

## **39 VACATIONS**

### 39.1 Vacation Entitlement

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

### 39.2 Less Than One Year of Service by June 30

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

### 39.3 One to Seven Years of Service

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

### 39.4 From Eight to Fifteen Years of Service

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

### 39.5 For Sixteen to Twenty-Four Years of Service

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

### 39.6 For Twenty-Five or More Years of Service

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

### 39.7 External Experience Credit

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

#### 39.7.1 Appointments to Positions Paid from

Salary Schedules 01, 02, 03, 05, 06, 07, 08, 09, 13 and Salary Schedule 1

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 1, 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/band 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
Levels of Work Salary Bands (Salary Schedule 1)	April 1, 2004

Salary Grade/Band Hired Into	Vacation Credit
MP1/FMP11/TMS1-2/TS1-6/ OSS1-8/SCT3 <sup>4</sup>	1 year
Band C/MP2/MF22/FMP12/TMS3/ TS7-8/OSS9/SCO1 <sup>5</sup>	2 years
MP3/MF23/FMP13/TMS4/SEI1/ TS9-10/OSS10/SCO2	3 years
Band B/MP4/FMP14/TMS5/SEI2/OSS11/ SCO3	4 years
MP5/FMP15/OSS12/SCO4	5 years
Band A/MP6/FMP16/HO1	6 years

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

<sup>4</sup> Relevant work experience of one year or more is required to receive this credit.

<sup>5</sup> Relevant work experience of two years or more is required to receive this credit.

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.

#### 39.16 Vacation Carry-over

Where it is mutually agreeable, the employee may carry-over a maximum of one (1) weeks' vacation to the following year. The request for carry-over must normally be made before September 30<sup>th</sup>. Exceptions may be made where business needs result in the deferment of scheduled vacations after this date. The vacation must be taken by June 30<sup>th</sup> of the following year.

## 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	Family Day	

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 In the event that Christmas falls on a Friday, Boxing Day will be observed on the preceding Thursday (December 24<sup>th</sup>).

In the event that Christmas falls on a Saturday, Christmas Day will be observed on the preceding Friday (December 24<sup>th</sup>) and Boxing Day will be observed on the following Monday (December 27<sup>th</sup>) and New Year's Day will be observed on the following Monday (January 2<sup>nd</sup>).

In the event that Christmas falls on a Sunday, Christmas Day will be observed on the following Monday (December 26<sup>th</sup>) and Boxing Day will be observed on the following Tuesday (December 27<sup>th</sup>) and New Year's Day will be observed on the following Monday (January 2<sup>nd</sup>).

In the event that Christmas falls on a Tuesday, Boxing Day will be observed on the preceding Monday (December 24<sup>th</sup>).

40.1.3 Holiday Shutdown

**Inergi** may authorize a shutdown over the Christmas - New Year period. In order to encourage employees to voluntarily take this time off, employees will be allowed to use up earned vacation from the following calendar year in order to cover the shutdown period.

40.2 Floating Holidays

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

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

If an employee terminates prior to the completion of 20 weeks of continuous service in a calendar year, entitlement is as follows:

- An employee not entitled to floating holidays in the previous calendar year is not entitled to floating holidays in the current calendar year. If an employee has been granted a floating holiday(s), **Inergi** will recover one day's pay for each floating holiday taken.

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

#### 41 EMPLOYMENT INSURANCE COMMISSION REBATE

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

#### 42 PREGNANCY/PARENTAL LEAVE

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

##### Definitions

*Pregnancy 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 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 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 claw back 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**

(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)*	3 weeks	Maximum 32 weeks
Unpaid	EI + SUB = 93%	EI

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

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

**All Parents who are entitled to Parental Leave in accordance with Employment Standards Act or Canada Labour Code but who are ineligible for EI Benefits**

**Parental Leave if ineligible for EI**

Maximum 35 weeks
Unpaid

#### **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 **earlier**.

#### 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 **Inergi** 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 that 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 counselling.

“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., prorating shall apply in reduced hours situations).
  - 46.6.2 When a rehabilitative employee is placed in a position whose salary band 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 step 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 prorating) in the Pension and Group Life Insurance Plans.
- 46.6.7 Rehabilitative employees shall be eligible for step progression increases. They shall receive performance appraisals where medical restrictions do not preclude their application. Performance appraisals and performance management 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 XI - 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 Society (Effective April 1, 2008)” as amended pursuant to Sections 47.4 and 47.5 and in accordance with the insurance carrier contract for Society-represented staff in effect at the commencement of the collective agreement. This does not in any way restrict the employer’s right to change the insurance carrier provided employee benefits are unaffected.

### 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.
- 47.4 The employer will provide coverage of the cost of Ontario Health Premiums (or similar charge/levy/tax applied to employees) to the same extent as this coverage is provided to PWU members.
- 47.5 The health and dental plan and associated brochure shall be amended effective April 1, **2016** to provide for the following changes:
- Increase vision care to **\$550** (per person over 2 year period) **effective January 1, 2016**.
  - Increase annual paramedical services coverage to \$800 per person. No change to co-insurance ratio (i.e. 50% employer/50% employee).
  - Maximum coverage for orthotics \$375 every year for a person under age 19 and up to a maximum of \$425 every 3 years for a person age 19 and older.**
  - Add coverage of Certified Athletic Therapist under physiotherapist coverage.
  - Add coverage of non-life sustaining Over the Counter (OTC) drugs when prescribed by a physician.

□ **Change OPEB eligibility requirement to a minimum of 10 years' service subject to the following:**

- *In the event that an employee is offered and accepts a voluntary severance opportunity pursuant to Article 64 and or terminates his/her employment pursuant to Article 64 prior to December 31, 2016 and he/she does not fully commute his/her pension, this will confirm the parties' agreement that the employee's eligibility for OPEB will be determined based on the OPEB years of service requirement as specified under the collective agreement expiring March 31, 2016.*

**48 DENTAL PLAN**

48.1 Effective January 1<sup>st</sup> 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 XII- 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 that 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 kilometres 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 30 (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 kilometres, 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 30 ("Travel Time").

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

If a *Inergi* vehicle is not used, the employee shall be compensated for his/her travel costs (i.e., public transportation costs or cents per kilometre, 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 XIII- WORKING CONDITIONS**

### **56 HOURS OF WORK**

56.1 Salary Schedule 1 applies to 37.5 hours of work per week, with regular scheduled hours between 37.5 and 40 hours per week paid on a prorated basis.

56.2 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 that would allow the affected employees to work additional hours above the 37.5 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.

56.3 *Inergi* will comply with legislative requirements regarding hours of work.

### **57 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.

## **58 ALTERNATE HOURS OF WORK ARRANGEMENTS**

### 58.1 Principles

- 58.1.1 That any alternative arrangements will positively affect our customers. That cost, quality, service and value are key to our success.
- 58.1.2 That work is best achieved when individuals manage their own time and accept the accountability and the responsibility for the results.
- 58.1.3 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.
- 58.1.4 That decisions should be made at the most appropriate level that is closest to the work being done.
- 58.1.5 That individual concerns will be factored into group proposals and wherever possible, participation in changed hours of work will be on a voluntary basis.

### 58.2 Application

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

### 58.3 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.

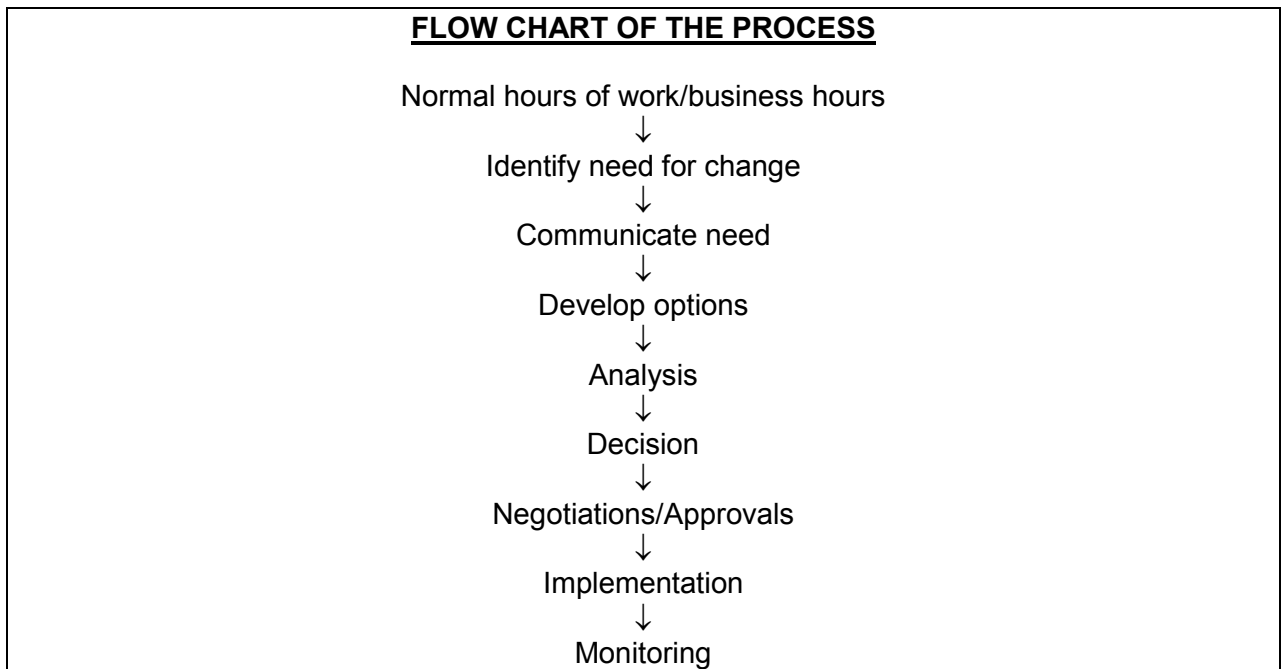
In the absence of any other agreed upon arrangements these are the hours which will be worked.

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.



#### 58.4 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.

## 58.5 Process

### 58.5.1 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.

### 58.5.2 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.

### 58.5.3 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

### 58.5.4 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.

### 58.5.5 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.

### 58.5.6 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.

#### 58.5.7 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.

#### 58.5.8 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.

## 59 REDUCED HOURS OF WORK (RHOW) ARRANGEMENTS

### 59.1 Principles

59.1.1 Employees working RHOW are regular employees and have equal access to all **Inergi** policies and agreements (e.g. employment continuity).

59.1.2 The RHOW arrangement must be mutually beneficial and acceptable to both the employee(s) and to **Inergi**.

59.1.3 The benefit entitlement will be prorated, wherever possible and appropriate.

### 59.2 Definitions

A "REDUCED HOURS OF WORK (RHOW) AGREEMENT" is a formal arrangement which individual employees can enter into with Management to perform work over a period of time by working less than the base hours for a full-time position. A RHOW agreement could apply to one individual or two or more in a job sharing arrangement.

"WORK UNIT" is an organizational grouping of employees and may be as small as a crew or as large as a Business Unit.

"BASE HOURS" are used to establish the rate for a full-time position; such as 35, 37.5, or 40 hours per week.

"NORMAL (SCHEDULED REDUCED) HOURS" are the agreed upon reduced hours of work, which are less than the base hours, and form the basis for prorating benefits.

### 59.3 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.

### 59.4 General Conditions - Reduced Hours Arrangements

#### 59.4.1 Advertised Vacancies, Step Progression, 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 salary progression plan; and (d) have access to the Article 64.

#### 59.4.2 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.

#### 59.4.3 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 ***Inergi*** service (***and service with its predecessor employers as applicable***) regardless of breaks. It may be different from the ECD.

#### 59.4.4 Service Recognition Date (SRD)

For recognition of 5, 15, 25, and 40 years of service with ***Inergi***, the SRD will not be adjusted.

#### 59.4.5 Wages

Reduced hours employees will be paid for normal (scheduled reduced) hours worked, based on the hourly rate for their base hours. Wages will be prorated based on the proportion of the normal (scheduled reduced) hours of work compared to the base hours of the work unit or the appropriate full time position.

Example: Base Hours = 35 per week.

Base Salary = \$700.00 per week.

Normal (Scheduled Reduced) Hours = 21 per week.

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

#### 59.4.6 Pension Plan

##### 59.4.6.1 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.

##### 59.4.6.2 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 prorated. 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 prorated.

### 59.4.6.3 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  $\$50,000 \times 65\% = \$32,500/\text{year}$ .

#### 59.4.7 Life Insurance

Probationary employees after 3 months service and all regular employees are covered under the Group Life Insurance Plan. Membership in the plan begins on the first day of the month following the date the employee completes 3 months of probationary service or is granted regular status. The basic insurance (2 times salary) plus any additional term insurance will be prorated in accordance with the prorating of wages above.

#### 59.4.8 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.

#### 59.4.9 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 prorated, 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.

59.4.10 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.

59.4.11 Accident Insurance

Employees are eligible for 100% benefit.

59.4.12 Statutory Holidays

Both the entitlement to statutory holidays and the payment for the statutory holidays will be prorated. The following table illustrates the entitlement:

<b>Days Worked Per Week</b>	<b>Number of Days Entitled to per Year</b>
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.

59.4.13 Floating Holidays

These will be prorated in the same manner as statutory holidays, i.e. both the entitlement and the payment on the days will be prorated. For example, an employee who works 3 days per week and 7 hours on each day worked will receive:

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

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

#### 59.4.14 Vacation

A. Less than 1 year - 4% of accumulated wages.

B. For one year, or more:

Vacation entitlement will be based on calendar years (i.e. VCD). The entitlement in any given year will be prorated based on the average number of days worked per week and the actual payment for those days will be based on the average number of hours worked per day.

##### *Example - (a)*

A regular full-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:

$20 \times 3/5 = 12$  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.

$20 \times 5/5 = 20$  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.

#### 59.4.15 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.

#### 59.4.16 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.

59.4.17 Unemployment Insurance Contributions

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

59.4.18 Canada Pension Plan (CPP)

CPP contributions are based on gross earnings.

59.4.19 Workers' Compensation Benefits

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

59.5 Termination of the RHOW Agreement

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

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

In situations where the workload increases, the employee working the reduced hours will have the first option of working the additional hours. The employee could choose not to work the additional hours. If satisfactory alternative arrangements are not found, Article 64 will be applied.

An employee who wishes to terminate the arrangement has the same rights to vacancies as full-time employees. If unsuccessful in obtaining another position or in negotiating a new arrangement with Management, and the employee terminates the arrangements, the employee will be considered to have resigned from *Inergi*.

**(SAMPLE) REDUCED HOURS OF WORK AGREEMENT**

To: \_\_\_\_\_ Department: \_\_\_\_\_

Effective date: \_\_\_\_\_

Type of Arrangement:  Individual  Job Sharing  Temporary Work

The following information is pertinent to your Reduced Hours of Work Agreement with **Inergi**.

1. Hours of work:

\_\_\_\_\_ days (\_\_\_\_\_ hours) per week, \_\_\_\_\_ hours per day.

2. Salary:

Weekly salary will be \$ \_\_\_\_\_ per week based on scheduled reduced hours of \_\_\_\_\_ per week at Schedule \_\_\_\_\_ Band \_\_\_\_\_.

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

## 59.6 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 59.3).

### *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.

## **60 PEAK DEMAND HOURS ARRANGEMENTS**

### 60.1 Intent

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

The guidelines for the application of this Article are contained in Appendix III.

Once it has been decided to apply this Article within a business unit, Management will meet with the Society to determine how best to apply these guidelines in their particular situation. The parties are not required to rigidly adhere to the guidelines in Appendix V and may revise them as they deem appropriate.

Either party may refer unresolved items to "interest" arbitration for resolution.

### 60.2 Process

The parties will develop a design for the Peak Demand Hours Arrangement in local areas using Appendix III as a guideline, including an implementation plan for the arrangement. That plan could involve staffing the arrangement with volunteers on a test basis. The volunteers would have to volunteer for a full 12-month cycle. The fact that an individual did not volunteer will not negatively reflect on his/her performance evaluation. The

results of that test application could be reviewed by the parties. This review might result in revisions to the arrangement.

It is expected that ultimately the arrangement would become a local mid-term agreement.

## **61 WORK SHARING**

- 61.1 “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.
- 61.2 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 59 - Reduced Hours of Work (RHOW) Arrangements.
- 61.3 The Society will be involved in the discussion and negotiation of the work sharing arrangement.
- 61.4 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.
- 61.5 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.
- 61.6 Employees participating in a work sharing arrangement remain regular employees.
- 61.7 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.
- 61.8 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.
- 61.9 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.
- 61.10 Employees will continue to participate in the salary progression plan while participating in a work sharing arrangement.
- 61.11 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.

## 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 27 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 arbitral.

#### 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 same<sup>6</sup>;
  - unchanged location;
  - unchanged hours of work;
  - unchanged salary band or where the salary band 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 the same salary schedule and is the same salary band as the employee's current band.
- 64.3.9 "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 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.
- 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.

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<sup>6</sup> The operational meaning as determined by the JRPT in adverse impact situations.

- 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 *Inergi and/or its predecessor employers (Ontario Hydro, Hydro One, Vertex as applicable)* 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 Sub-clause 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.

**64.6.12 Obligations of the New Employer Following Transaction**

***Where the Employer has become bound to this Collective Agreement as a result of a transaction described in Subsection 64.6.1, the employer shall immediately agree to amend the term of the Collective Agreement to a***

*term of three (3) years commencing upon the date of the transaction, and specifically agrees to file such an application(s) with the Union as may be necessary to amend the term of the Collective Agreement for three (3) years.*

#### **64.6.12.1 Additional Obligations**

*Where the Employer becomes bound to this Collective Agreement as a result of a transaction described in Subsection 64.6.1, the Employer shall, as of the effective date of the transaction:*

*1. Employ all Society-represented staff employed by the entity Inergi L.P CSO, including all such employees on LTD (or other leave of absence)*

*2. Accept all Society-represented Inergi L.P CSO retirees into a “mirror” pension plan established by the employer, in accordance with the following:*

*(i) The employer shall establish a “mirror” pension plan in which the pension benefits provided by the Employer to Society members under such plan shall be substantially the same as the pension benefits provided to Society represented employees under the existing Inergi L.P. CSO pension plan; and*

*(ii) The Employer agrees to engage in commercially reasonable efforts to enter into an asset/liability transfer agreement with Inergi L.P CSO in respect of the pension plan to be established by the employer and the transferred members.*

*3. Continue to provide OPEB to retirees in accordance with the Collective Agreement and past practice.*

*4. Implement a 1.50% increase to the salary schedule and a one and one-quarter (1.25%) percent increase to the salary schedule under Article 23 effective the commencement of years 2 and 3 of the Collective Agreement*

*5. Where the Employer has become bound to this Collective Agreement as a result of a transaction described in Subsection 64.6.1, the Employer shall not declare an employee surplus for a period of two (2) years from the effective date of the transaction, unless the employee agrees to be declared surplus, in which case the procedure under Article 64 shall be followed by the Employer.*



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 JRPT 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 band 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 bands in *Inergi* (Volunteer/Force)
  7. Displacement on the basis of seniority and qualifications to the most junior demotion (descending within salary bands) 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 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 instalments 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 (JRPT) will be established for each Unit of Application established under this Article.

This team will resolve employees' appeals arising from offers made during the mix and match process.

The team will meet and make a decision within three (3) working days of receipt of the appeal. The decision will become part of the JRPT final report recommendation.

It will take into consideration items such as job level, geographical location, responsibilities, status, health, family, legal precedents, community standards and past practices.

The team will be made up of two employees representing *Inergi* and two employees representing The Society. The members of the team must be different than those on the Joint Redeployment and Planning Team. The team's membership composition should avoid conflict of interest.

The surplus employee is responsible for presenting his/her own case.

### 64.12 Compensation

#### 64.12.1 Salary Maintenance

64.12.1.1 The surplus employee's base rate of pay will be maintained, including economic increases, until placement or termination.

64.12.1.2 If an employee accepts a position at the same salary level, it will be at the same salary and step standing subject to later performance reviews.

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

Exception:

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

increases occurring during the period of time prior to qualifying for an undiscounted pension.) At this point, the normal salary maintenance provisions will apply.

64.12.1.4 Premiums will be calculated on the basis of the step standing assessed for the lateral or lower rated job.

#### 64.12.2 Reduction in Hours of Work

(Applicable to Employees paid from Salary Schedules with base 35-hour work week)

##### 64.12.2.1 Principles

- Pay should reflect hours worked.
- Pay should reflect the job performed.

64.12.2.2 Where employees move to positions where the normal weekly hours are less than in their former positions, the following will apply:

- a) The Society and *Inergi* will attempt to reach a local agreement on a transition which would allow the affected employees to work additional hours above the 35 hour base for an extended period of time with staged reductions.

64.12.2.3 Failing agreement in accordance with Clause 64.12.5.2, the following treatment will apply:

The employee's working hours and salary will be frozen for a six-month period at which point they will be reduced on a pro-rated basis by 2.5 hours. They will be further reduced by increments of 2.5 hours every six months thereafter until such time as the hours of work are the same as that of the new position.

#### 64.13 Compensation on Surplus Termination

##### 64.13.1 Payment in Lieu of Notice Entitlement Calculations

All full-time and reduced-hours employees who are declared surplus will have a payment in lieu of notice entitlement calculated as follows:

- no less than a 24 week basic payment in lieu of notice entitlement;
- plus
- service-based payment in lieu of notice entitlement equal to the sum of:

- i) two (2) weeks per year of service for the first five years of service, and
- ii) one (1) week per year of service for service greater than five years, and
- iii) employees with relevant previous experience will receive additional service-based job search credits based upon their highest salary grade/band within one year of hiring in accordance with the following:

Salary Grade/Band Hired Into	Credit
MP1/FMP11/TMS1-2/TS1/TS6/OSS1-8/	2 weeks
Band C/MP2/FMP12/MF22/TMS3/TS7-8/OSS9/	4 weeks
MP3/FMP13/MF23/TMS4/SEI1/TS9-10/OSS10/	6 weeks
Band B/MP4/FMP14/SEI2/TMS5/OSS11/	8 weeks
MP5/FMP15/OSS12/	10 weeks
Band A/MP6/FMP16/HO1	12 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.

#### 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 59.2) to the nearest whole month (30 days). Credit will be given on a prorated basis for any service which exceeds a whole year to the nearest whole month (30 days). The relativity allowances paid to TMS staff will be treated as base salary in the calculation of severance for TMS staff.

Severance pay is paid only when employment has terminated.

Persons receiving severance pay will not be considered employees for the purpose of any benefit, service

accumulation nor for any other purpose from the day of termination except for recall as per Section 64.15.

The maximum amount of severance is 78 weeks.

#### 64.13.2.2 Lump Sum Payments and Voluntary Resignation

On termination, surplus employees will be entitled to their payment in lieu of notice and severance entitlements in the form of a lump sum payment in accordance with the following:

One hundred percent (100%) of their basic payment in lieu of notice entitlement, plus 100% of their service based payment in lieu of notice entitlement plus 100% of their severance pay entitlement, less any period on payroll during the vacancy transition phase if applicable.

#### 64.13.2.3 Previous Severance and Lump Sum Payment

Surplus employees who have received a payment under a predecessor Article 64 or Agreement S3 will have their severance calculated on the basis of continuous service since the last time severance was paid.

#### 64.13.2.4 Transitional Assistance

On termination, surplus employees shall also be eligible for the following:

- (i) Coverage under **Inergi's** Health and Dental Plan for a period of nine (9) months from the date of termination of employment or until the commencement of alternate employment whichever occurs first;
- (ii) Reimbursement for tuition fees and other associated expenses up to a maximum of \$4,000.00 upon production of receipts from an approved educational program within 12 months of his/her termination;
- (iii) Reimbursement of outplacement services up to a maximum value of two weeks salary (e.g. Outplacement counselling, legal or financial counselling, 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 64.13.2.2.1 "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. 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.

#### 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.
- 65.4.6 All relief assignments expected to last three (3) months or longer shall be advertised.

#### 65.5 Rotations Within the Bargaining Unit

(This Article does not apply to rotations outside the unit.)

Rotations are used to accomplish work for situations that occur between short-term relief and on-going positions. **Rotations will not be used to avoid posting and filling ongoing 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 three (3) months or longer in duration will be posted unless there is agreement with the Society. **Inergi** will post rotational opportunities on the **Inergi** website.

**Rotations will be posted as either "seasonal" or "project" or "replacement coverage" rotational assignments. The duration of "seasonal" rotations will be no longer than one (1) year. The duration of "project" rotations will coincide with the length of its associated project, but will not exceed two (2) years. The duration of "replacement coverage" rotations will coincide with the length of the base incumbent's absence from the position but will not exceed two (2) years.**

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 Rotations will be voluntary.

All applications from employees to rotations will normally be processed and considered **and the successful candidate will be released** unless the move would seriously jeopardize the viability of the work unit. In cases where the employer believes that the release of an employee (or employees) would seriously jeopardize the viability of the work unit, the employer will discuss the reasons for this decision with the Society and the affected employee(s) before it finalizes the "short list" of applicants it plans to interview for the vacancy.

The final 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, salary progression plan and performance 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 *base* step standing.
- 65.6.9 *Unless withheld by management, an employee on rotation will automatically progress to the next step of the salary band for the rotational positions after each twelve (12) month period in the rotational assignment.***

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 *band*.
  - 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.;
- b) Surplus Management Compensation Plan (MCP) applicants from positions that are excluded from the Society for whom the vacancy represents a lateral or demotion who remain on payroll during the six week period following their surplus declaration.
- 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 and regular MCP applicants to the vacancy. This includes applicants from another Society bargaining unit with selection priority pursuant to the transition provisions in Article 9.
- f) Temporary employees and employees temporarily included in the Society's bargaining unit paying Society dues (See Section 5.2).
- g) Members of other bargaining units who are active employees of **Inergi**.
- h) External to **Inergi**.

Assessment of the suitability of a surplus employee for a lateral or lower level placement opportunity will include education, experience, personal

contribution factors and potential for training to perform the job requirements within a reasonable period of time (e.g. up to six (6) months). A surplus employee who is placed and who requires additional training 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 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), and (f). "Qualified" means that management has determined, based on its assessment, that the employee can perform the job requirements normally within 6 (six) months.

See subsection 65.6.1 for priority consideration of applicants to promotion in place plan vacancies.

**Inergi** agrees to grant priority to Society represented employees who are surplus and to those who fall within subsection 65.6.3(e) who apply for positions excluded from all union jurisdictions and for whom the vacancy represents a lateral or demotion, after the consideration of surplus applicants who are excluded from all unions for whom the vacancy represents a lateral or demotion and prior to consideration of all other applicants.

Regular MCP applicants are granted the same priority consideration as regular Society-represented applicants at level (e) 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 1 which are excluded under the Recognition Clause and first-level MCP vacancies including rotational opportunities expected to last longer than six months will be posted on appropriate bulletin boards (and through electronic means where possible).
- 65.6.11 Release of Employees Selected to a Vacancy
- Intent:
- a) **Inergi** will strive to facilitate the expeditious release of employees who are selected to a vacancy.

Normally, employees should be released within 90 days of the vacancy selection. In the event that a release date greater than 90 days appears likely, Management will discuss the reasons for the delay and a release date with the Society.

## **66 SALARY TREATMENT FOR PROMOTIONS, TEMPORARY ASSIGNMENTS, LATERAL TRANSFERS AND DEMOTIONS**

### 66.1 Definitions

"Promotion": This occurs when an employee is appointed to a position in which the demands and responsibilities are greater than in the employee's current job and the position is a minimum of one salary band higher than the employee's current job if rated on the same salary schedule or the equivalent of one salary band higher if rated on a different salary schedule.

"Higher-Rated" Job:

A job paid from the same salary schedule and is a minimum of one salary band higher than the employee's current job

"Lateral Transfer":

This occurs when an employee is appointed to a job paid from the same salary schedule and is the same salary band as the employee's current job.

"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 step 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, step progression.

### 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 step 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 step 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 that resulted in the reclassification during this period in order to qualify for retroactivity.

66.3.4 Retroactivity which results from a reclassification decision will be paid within 60 calendar days of the decisions (i.e., if no dispute, date of Management decision to implement; if dispute goes to grievance, date of Step 2 decision or date of arbitration award).

#### 66.4 Relief Pay

An employee will receive a salary increase after five (5) consecutive days when temporarily relieving in a higher-rated position or after 10 cumulative working days. Where such increases occur, they will be paid retroactive to the first day of relief. The amount of increase should reflect the increase in job demands and responsibilities.

#### 66.5 Lateral Transfer

Normally, an employee who is appointed to a lateral position should receive no increase in current pay except where the employee moves between different job families in which case the salary increase shall be **2%**.

#### 66.6 Demotions

For voluntary demotions, the employee will be paid within the salary band of the lower-rated position. This placement will be based on the employee's qualifications for the lower-rated position to a maximum of Step 10 (=100%).

Where the employee has been involuntarily demoted pursuant to Article 64, "red-circling" (i.e. the freezing of the employee's base salary dollars) will continue until the employee's new pay rate exceeds the frozen level, regardless of the number of appointments.

## 67 PURCHASED SERVICES

### 67.1 Scope

This Article is intended to provide an efficient approach to making good business decisions involving the use of purchased services in accordance with and subject to fulfilling commitments to employees. What follows is based upon the belief that there is value and benefit to the employee, the Company and the customer if:

- There is an improved understanding as to why purchased services are used.
- Employment security and career opportunities are enhanced by a productive, healthy and cost effective organization.
- We collectively strive for excellence by continuously improving whatever we do and by fully utilizing the capabilities of all employees.
- The Society and Management work together and act responsibly balancing the interests of the customer, the company and the employee in decisions relating to the use of purchased services.

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

### 67.2 Assignment of Work

#### 67.2.1 Philosophy

It is the Company's intent 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 (a) Limitations and Caps

Blanket annual PSA approval will be granted by the Society to **Inergi** at the beginning of each calendar year, subject to the following conditions:

- (i) The parties agree that the number of contractors within the bargaining unit shall not exceed 40% of the total number of bargaining unit employees in any given calendar year.
- (ii) The 40% figure shall be calculated over the 12 month calendar year. The parties shall meet at the end of every calendar year in order to review the number of contractors used during the previous calendar year.

If the number of FTE's arrived at through the calculation outlined in (ii) above exceeds 40% of the total number of employees within the bargaining unit The Company agrees to pay to the Society a sum equal to the weekly dues, for each contractor in excess of 40% which would have been paid to the Society had the Contractor been a Regular or Temporary employee. Such payment will cover the entire period spanning the commencement of the Contractor(s) employment and the end of the employment. The determination as to the length of period that dues shall be paid shall be done through an averaging of the total length of time contractors were employed during the twelve month period.

- (iii) The factor for determining the 40% figure shall be the addition of the number of contractors used throughout the previous 12 months and then dividing said sum by 12.
- (iv) The employer shall notify the Society about the use of contractors, including provision of as many information details required under Subsection 67.4 (b) as are reasonably available at the time, prior to the finalization of the contracts to purchase their services. An update on the status of these contracts (and/or future plans for the use of contractors) shall be a standing item on the agenda of Issues meetings of the parties.
- (v) No employee will be adversely impacted, as defined in Article 64, as a result of the contracting out and/or the "offshoring" of Society work.
- (vi) **Inergi** will make reasonable efforts to ensure that there is a skills transfer from contractors where there is an ongoing business need for the contracted (contractors') skills and will consult with the Society in this regard before the contractors begin work.

b) Management agrees to provide the Society with the following information and data with regard to use of contractors throughout the calendar year:

- Date of the commencement of the contract

- Number of contract employees involved in the contract
- Date of expected and scheduled end of contract
- Date of actual end of contract
- Purpose for hiring contractor(s)
- The work which the contractor(s) shall be performing
- Cost of the Contract

The foregoing information and data shall be provided to the Society within 10 working days of the commencement of the Contract.

- 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.
- d) For the purposes of absolute clarity, the parties agree that a "contractor" shall be defined as anyone employed by the Company on-site for any given period of time, who performs work which is normally, or could be, performed by Society represented employees and who is not a Regular or Temporary Society represented employee.
- e) "Offshoring" means the transfer of Society work to another employer, including but not limited to another entity owned in whole or in part by **Inergi** Data Sciences or its successor, inside or outside of the province of Ontario.

## 68 TELEWORKING

### 68.1 Definition of Teleworking:

Telework refers to a **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.

### 68.2 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.

### 68.3 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

## 69 DIRECT DEPOSIT

Employees will be paid weekly by means of electronic deposit. Bi-weekly pay will be implemented in accordance with LOU #4. 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.

## 70 CROSSING PICKET LINES OF OTHER UNIONS

- 70.1 Employees will be required to cross picket lines of other unions in order to perform work at their regular/temporary work headquarters.
- 70.2 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.
- 70.3 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.

## 71 THE PROVISION OF FRENCH LANGUAGE SERVICES

### 71.1 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 Society Representative. 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.

#### 71.2 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.

#### 71.3 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.

#### 71.4 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.

#### 71.5 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.

#### 71.6 Allowance

*Inergi* will pay an allowance of \$25.00 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.

***The allowance will also be paid to an employee for the weeks during which the employer assigns him/her job duties that require French language capability***

## **72 SPECIAL CLOTHING**

- 72.1 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.
- 72.2 ***Inergi*** will make bulk purchases of certain types of work clothing, for resale to employees, on the most favourable terms possible.
- 72.3 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.
- 72.4 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.
- 72.5 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.
- 72.6 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.
- 72.7 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.

## **73 PAYMENT FOR USE OF PERSONAL VEHICLE**

- 73.1 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 \$0.52 per kilometre took effect on April 1, 2016.
- 73.2 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.

- 73.3 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.
- 73.4 An employee driving his/her personal vehicle on *Inergi* business must have a minimum \$1,000,000.00 liability insurance.

#### **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 **a mutually agreeable** 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 step 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 70 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 31 ("Shift Work") 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 28 - "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 EXTREME WINTER WEATHER CONDITIONS**

In the event of extreme winter weather conditions, employees will normally receive pay for hours worked.

### **75.1 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).

75.1.1 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.

75.1.2 Employees will work at straight time rate of pay while working back the lost hours.

75.1.3 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.

75.1.4 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.

### **75.2 Closure**

Employees included in an authorized closure will have their pay maintained for the number of hours between closure and normal quitting time.

## **76 WORKLOAD**

1. The employer will ensure that the workload assigned to employees is normally reasonable and doable within base hours in a performance-based organization. Exceptions may occur from time-to-time. In such circumstances, employees will be consulted in advance to address concerns and to work through any work/life balance issues.
2. An employee who believes that his/her workload is excessive will raise this concern with his/her Manager. No reprisals will be taken against the employee who raises a workload concern i.e. the employee will not be disciplined, punished or penalized in any manner as a direct result of raising such a concern.

3. A standing item on the agenda of the parties' Issues meetings will be **Inergi's** future staffing plans to meet service level requirements under the commercial contract with Hydro One. Under this item, **Inergi** will provide the Society with information on the full-time equivalent (FTE) requirements for all Society sustainment and project work.

## **PART XIV - ADMINISTRATION**

### **77 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.

### **78 GUIDELINES FOR SOCIETY REPRESENTATIVES ON JOINT 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 on joint teams.

- 78.1 Society-represented employees have a legitimate role to play in the development and operation of joint teams at *Inergi*.
- 78.2 When employees representing the Society are to be included on a joint 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.
- 78.3 Employees representing the Society on joint 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.
- 78.4 Only conclusions that have been reached by consensus will be included in the final recommendations of the team.
- 78.5 The Society and appropriate Management staff should be kept informed regarding implications for any agreements between *Inergi* and the Society as the joint team progresses. Recommendations which impact on agreements will only be implemented when approved by the parties.
- 78.6 If innovative practices resulting from joint team recommendations are tested/piloted, it is without setting precedent.
- 78.7 The Society and the local Human Resources office will be advised in advance of a joint 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.

- 78.8 Performance appraisals should support joint team processes. Toward that end, participation by Society-represented employees on joint teams should be considered in a positive light when conducting performance appraisals providing their contribution to the joint team has been useful.
- 78.9 Society-represented staff will be reimbursed for reasonable costs related to participation on joint team initiatives by *Inergi*.
- 78.10 As a last resort, any issues relating to joint team processes that cannot be resolved locally should be referred to the Issues Team for further discussion.

## **79 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.

#### 79.1 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.

#### 79.2 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.

#### 79.3 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.

#### 79.4 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.

#### 79.5 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.

### **80 AUTHORITY TO STOP WORK**

#### 80.1 Definitions

"Where an Employee's health and safety is in immediate danger" (refer to 80.4.3), "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."

#### 80.2 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.

#### 80.3 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 labelled 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.

#### 80.4 Authority to Stop Work

- 80.4.1 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.
- 80.4.2 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.
- 80.4.3 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.
- 80.4.4 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.

#### 80.5 Training/Certification

- 80.5.1 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.
- 80.5.2 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.
- 80.5.3 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.
- 80.5.4 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.

#### 80.6 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.

80.7 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.

80.8 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.

80.9 Assessment

The Joint Working Committee on Health and Safety shall be responsible for assessing the effectiveness of this Agreement from time to time.

**81 JOINT HEALTH AND SAFETY COMMITTEES**

81.1 *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.

81.2 All Society-represented employees are entitled to representation on joint health and safety committees and to associated training.

81.3 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.

81.4 *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.

## **82 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.

## **83 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).

## **84 USE OF *INERGI* COMPUTER FACILITIES**

(At the present time *Inergi* obtains information technology services through a contract with *Inergi*. In the event of any problem arising relating to the interpretation, application or administration of this article, it is understood that *Inergi's* ability to carry out its obligations concerning this article is subject to the terms of its contract with *Inergi*.)

84.1 The Society may make use of any of the services provided by information technology organizations to *Inergi* line units.

- 84.2 The Society will be treated identically to *Inergi* line with respect to service standards, procedures and support.
- 84.3 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.
- 84.4 Information regarding these services, e.g., technical support, manuals, billing structure, training, etc. may be obtained from information technology organizations.
- 84.5 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.
- 84.6 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.
- 84.7 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.

## **85 LETTERS OF UNDERSTANDING**

85.1 Letters of Understanding will form part of this collective agreement. Letters of Understanding are found in Part XVI.

85.2 Letters of Understanding

85.2.1 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

85.2.2 Grievance/Arbitration

Letters of Understanding are subject to the same grievance and arbitration provisions as are other items in the collective agreement

85.2.3 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.

85.2.4 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.).

**86 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*.

**PART XV - APPENDICES**

**Appendix I - 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, 2005.(signed by B.R. Story and J. Wilson – December 4, 1998)

As a result of renewal negotiations for the 2004-2007 Collective Agreement, the undersigned parties agree to extend Section 9.0 of the VRA to the expiry of the Collective Agreement in operation on January 1, 2008.

(Signed by Dave Kirkconnell for Vertex and Tracy Miller for the Society, October 10, 2003).

## Appendix II

### 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 sub-paragraphs 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.

<b>Occupation Code</b>	<b>Job Title</b>	<b>Salary Schedule</b>	<b>Salary Grade</b>
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
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 arbitral.

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 found by the following principles and practices and agree that the negotiation and operation of all collective agreements ensuing from the Voluntary Recognition Agreement will be in accordance with this memorandum unless otherwise mutually agreed.

#### **1.0 Society Interests vs. Corporate Interests**

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

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

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

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

#### **Definitions**

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

*Normal Hours:* Normal hours worked outside of a peak work load period (as per Article 58).

*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 Appendix), during periods of the year when the work load may not require all of the normal hours available.
- b) Work and/or shift schedules, and all other administrative matters regarding the hours of work for peak demand workers will be determined within the business unit, subject to the conditions contained in this Appendix.
- c) The design of work and/or shift schedules and other hours of work arrangements will give consideration of the requirement to perform work in the most effective, efficient and safe manner.
- d) The design of work 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 Appendix.

#### **Conditions**

- a) 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 Appendix, the year may be any designated fiscal year which will not be changed for the work group once established.

- b) Peak demand workers may be assigned to normal hours, work and/or shift schedules that average more than the normal work week during the declared peak work load periods. Other articles in this collective agreement regarding shift work, hours of work, and standard hours do not apply during declared peak work load periods, except:
- Articles 31.3, 32.2 and 32.3 regarding shift allowance for work schedules on weekends, and nights; and
  - special conditions for 12 hour shifts as per Article 32.6.
- c) Management will strive to provide at least seven days' notice of an assignment to a work or shift schedule that requires work outside of normal hours during the declared peak work load periods. However, any hours worked outside of normal hours without at least three days' notice will not be considered scheduled work for purposes of this Appendix.
- d) Work performed outside of scheduled hours is overtime and will be compensated at the appropriate overtime rate(s).
- e) During the declared peak work load periods, an amount equal to the number of scheduled hours worked each week in excess of the normal work week will be "banked". The banked time will be taken as time off at straight time during times of the year outside of the declared peak work load periods, subject to meeting work requirements. When possible, the time off will be scheduled by mutual agreement between the employee and Management. If work requirements have prevented an employee from taking his/her "banked" time off, the time remaining will be compensated as follows: for positive balances in the time bank remaining at the end of the year, the employee will receive payment at time and one-half for 50% of the hours and double time for the balance.
- f) An employee's base wages will be maintained throughout the year, regardless of the number of scheduled hours worked per week during the declared peak work load periods, or hours taken off at straight time from the time balance "bank" during other periods of the year.
- g) The design of work and/or shift schedules used during the declared peak work load periods will be flexible to meet work requirements and consistent with the limitations of the appropriate legislation. Specific rules to be adopted for the design of work and/or shift schedules for peak demand workers may include:
1. The length of a scheduled shift or extended work day cannot exceed 12 hours.
  2. No more than 48 hours of work may be scheduled (i.e., exclusive of overtime) in a week.
  3. The start of a scheduled shift or work period must be at least 24 hours following the start of the previous scheduled shift or work period.
  4. At least eight hours of time off will be provided between work periods including overtime.
  5. Although the content, preparation, costing and administration of work and/or shift schedules is the sole responsibility of the corporation, the preference of the majority of peak demand workers to be assigned in the affected work group will be considered in designing the work and/or shift schedule.

6. Every attempt will be made to assign employees from those in the appropriate work group, to a work and/or shift schedule under this Appendix, on a voluntary basis. However, in the absence of sufficient qualified volunteers, the corporation may assign specific individuals to perform the work.

## **Appendix IV - 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 guidelines 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 V - 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

**LETTER OF UNDERSTANDING**

**#1 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

### #2: Re Process for Updating the *Inergi* Drug Formulary

#### 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 these 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

(This section does not apply to OTC products that are classified by Health Canada as Natural Health Products that require Natural Product Numbers).

1. A new OTC product (excluding Vitamins and Minerals) that has been approved for use in Canada that falls into the following categories:
  - (a) for allergies;
  - (b) for chronic illness;
  - (c) considered life sustaining;
  - (d) previously "required a prescription by law" and already on the Formulary;
  - (e) different strengths or repackaging of products already on the Formulary (same product/same company);
    - (a) products already on the Formulary whose DINs may have changed as a result of a company takeover or reorganization shall be reviewed by the Chief Physician (or other employer-designated decision-maker). The Chief Physician (or other employer-designated decision-maker) will advise the employer whether: a) the OTC product is commonly and customarily recognized throughout the physician's profession as appropriate in the treatment of a patient's diagnosed sickness, injury or condition; and, b)

Best Average Pricing (i.e. 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 these 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.

2. Existing vitamins and minerals on *Inergi* Drug Formulary will continue. Following medical assessment by *Inergi*'s Chief Physician (or other employer-designated decision maker), other vitamins and minerals may be added to the Formulary if the Chief Physician agrees there is a benefit to employees by the addition.

### C. MISCELLANEOUS

1. The Employer 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 Employer agrees to provide The Society with an electronic copy of the complete Drug Formulary on a regular basis (calendar year).
4. The Employer agrees to install, and update on a regular basis, the complete Drug Formulary on the Intranet.

(Signed by Tracy Miller for the Society and **Susan Steer for Inergi May 6, 2016**)

## LETTER OF UNDERSTANDING

### #3 Re: Implementation of Bi-Weekly Pay

Without prejudice and without creating a precedent regarding any other matter, pursuant to and in full completion of the commitment set out in Article 69, the undersigned parties agree to introduce bi-weekly pay for Society-represented employees in *Inergi* on the following basis:

1. Bi-weekly pay will be introduced the later of January 2002 or when bi-weekly pay is implemented for PWU-represented staff in *Inergi*.
2. In order to facilitate the transition to a bi-weekly pay cycle, *Inergi* will advance the equivalent of one (1) week's net pay on the last weekly-pay pay date to all employees except those who elect not to receive this payment in accordance with paragraph 3 below.
3. Employees will be canvassed to determine whether they wish to receive the advancement described in paragraph 2 above. Failure to respond within two (2) weeks of receiving the option form will result in the employee deemed to wish to receive the advancement.
4. Employees who receive the advancement will be required to pay it back in equal instalments over six months. Such deductions will be taken directly off the employee's bi-weekly pay deposit. If an employee's net pay is insufficient to cover the required repayment amount, the employee will provide a cheque for the required amount payable to *Inergi*.
5. In the event an employee terminates from *Inergi* before repaying the advancement in full, any money owed will be deducted from outstanding monies owed to the employee.
6. No regular employee will be laid off as a direct result of moving to the bi-weekly pay cycle.
7. This agreement is conditional upon finalization of an agreement between the PWU and *Inergi* on the implementation of bi-weekly pay for PWU-represented staff. In the event that *Inergi* and the PWU agree to more provident terms than those contained in this agreement, the Society will have the choice of accepting this agreement or the PWU agreement.

(Signed by *Susan Steer for Inergi* and *Tracy Miller* for the Society, **May 6, 2016**)

## LETTER OF UNDERSTANDING

### #4 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

“*Inergi*” shall include its parents, its direct and indirect subsidiaries, affiliates, joint ventures, partnerships, related companies, successors and assigns.

“Related Work Opportunities” shall mean *Inergi* work that is related or similar to work that is being done or has been by the Society bargaining unit at *Inergi*.

#### Intent

It is in the parties’ mutual interest that *Inergi* grow its business and that Society-represented employees of *Inergi* share in such growth where practicable.

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 *Inergi* employees and *Inergi* clients will have the ability to work together on teams.

Where Society-represented employees work on teams with non-represented *Inergi* 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

*Inergi* 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 *Inergi* 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**, the following conditions shall apply:

The Society shall not utilize these Related Work Opportunities in any way to organize unorganized employees who are employed by **Inergi** or by clients of **Inergi**.

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**.

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 **Inergi** 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 **Inergi** from completing proposals, closing deals or performing work with respect to related work opportunities.

(Signed by **Susan Steer** for **Inergi** and **Tracy Miller** for the Society, **May 6, 2016**)

## LETTER OF UNDERSTANDING

### #5 Re: The Defined Benefit Pension Plan and the Defined Contribution Plan

WHEREAS the Society of Energy Professionals (the "Society") and *Inergi* entered into Collective Agreement for the period **April 1, 2016** to March 31, 2018 (the "Collective Agreement");

AND WHEREAS Article 21 of the Collective Agreement provides for the establishment of a Defined Contribution Pension Plan (the "DC Plan") for certain Society represented employees of *Inergi* and for certain rules concerning the DC Plan;

AND WHEREAS Article 22 of the Collective Agreement also provides for a Defined Benefit Pension Plan (the "DB Plan") for *Inergi* employees;

AND WHEREAS *Inergi* prepared a draft pension plan text entitled "*Inergi LP* Customer **Service Operations** Pension Plan" (the "*Inergi CSO* Plan") based on the **Vertex Customer Management (Canada) Limited** Pension Plan, which included the DC Plan as an Appendix, and provided it to the Society for comment and concurrence;

AND WHEREAS the *Inergi CSO* Plan has been filed with the Canada Revenue Agency and the Financial Services Commission of Ontario, with a registration number of **1285733 #** (the *Inergi CSO* Plan Registration Number)

AND WHEREAS the Society advised *Inergi* that the DC Plan should not be an Appendix to the DB Plan and should be separate from the DB Plan given Article 21.1 of the Collective Agreement, which provides, in part, that, "[t]he 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";

AND WHEREAS the Society and *Inergi* have agreed to enter into this Letter of Understanding to resolve certain issues concerning the DB Plan and the DC Plan;

NOW THEREFORE the Society and *Inergi* agree as follows:

1. This Letter of Understanding shall form part of the Collective Agreement.
2. No assets, which for greater certainty include surplus, of the DB Plan shall be used for the purpose of paying any benefits under the DC Plan or funding any other liability or expenses of the DC Plan.
3. The assets and liabilities attributable to beneficiaries of the DB Plan shall be maintained separately from the assets and liabilities attributable to the beneficiaries of the DC Plan.

4. The DB Plan and the DC Plan will specifically be amended to prohibit, as and from their effective date, the use of any DB Plan assets, which include surplus, for the purpose of paying any benefits under the DC Plan or funding any other liability or expenses of the DC Plan.
5. The DC Plan shall be an Appendix to the ***Inergi CSO*** Plan and the Society shall not require that the DC Plan obtain a registration number that is separate from the ***Inergi CSO*** Plan Registration Number.
6. Subject to the foregoing terms of the Letter of Understanding, the DC Plan shall be deemed to be separate from the DB Plan for the purposes of Article 21.1 of the Collective Agreement.

This Letter of Understanding is effective as of April 1, **2016**.

(Signed by Tracy Miller for the Society and ***Susan Steer*** for ***Inergi, May 6, 2016***).



## LETTER OF UNDERSTANDING

### # 6 RE: OUT OF PROVINCE ASSIGNMENTS

The parties agree that following terms apply with respect to Society members who are assigned to work outside of Ontario:

1. In accordance with the terms of Article 6 of the Collective Agreement, no Society member will be assigned to work out of province, except on a voluntary basis.
2. Prior to accepting out of province assignments, employees will be advised in writing of the length of the assignments, the nature of the assignments, the manager to whom they will be reporting, and their hours of work.
3. Prior to accepting their out of province assignments, employees will be offered a Personal Services Contract, which must incorporate all of the terms and conditions of this Memorandum as set out in the paragraphs below.

#### TERMS WHILE ON ASSIGNMENT OUTSIDE ONTARIO

4. An employee who would otherwise be included in the Society Bargaining Unit except for the fact of being located and working outside of Ontario, will continue to be covered by all terms of the Society - Vertex Collective Agreement, including all allowances for pension and benefits, despite Article 6.1.3 of the Society-Vertex Collective Agreement, except where those terms are expressly amended or augmented by the paragraphs below.

#### DURATION OF ASSIGNMENT

5. As set out in paragraph 2, above, employees will be advised of the duration of the out of province assignment prior to accepting the assignment. Out of province assignments can only be extended by mutual agreement of the employee and management.

#### HOURS OF WORK

6. While on the assignment, employees may be required to work up to 8 hours per day and 40 hours per week, Monday to Friday. Any hours worked in excess of their regularly scheduled hours worked prior to the out of province assignment will be compensated as overtime, in accordance with Article 29 of the collective agreement.
7. Employees will not be required to work "split shifts." They will be compensated for the period from the beginning to the end of a day of work, with no more than one hour of unpaid break time during this period.
8. While on assignment in a different time zone, employees may be required to work hours other than standard business hours, in order to coordinate business with Ontario hours. Where employees are required to work at times other than normal working hours (other than between 7:00 am and 6:00 pm, local to the workplace) they will be paid a shift differential of \$ 1.00 per hour worked outside of normal working hours.

## OUT OF PROVINCE ALLOWANCES

9. While employees are on out-of-province assignment, Vertex will provide safe transportation between their place of work and their accommodation.
10. For the period and the circumstances covered by this agreement, the requirement set out in Article 55.3 of the Collective Agreement that the employer pay for a return trip every two weeks does not apply. Instead, where employees are not provided with trips home every two weeks, employees will be entitled to two days off for every missed return trip to a maximum of six consecutive days. Days off that fall on a business day, will be deemed "paid days". Employees must take this leave beginning the day after their return from the out-of-province assignment.
11. Costs incurred by employees for medical and hospitalization services not covered by our existing Extended Health Coverage, will be paid by Vertex. In cases where an attending physician recommends investigation and/or treatment at a medical centre outside the city to which an employee has been temporarily assigned, costs for travel and subsistence expenses to and from that treatment centre will be paid by **Inergi**. Should an employee become seriously incapacitated, travel and subsistence expenses for the employee and an accompanying adult will be paid by Vertex.
12. **Inergi** will pay the actual cost of a direct return air fare to an employee's place of residence in the event of the death or serious illness of a family member as defined in Section 33.7.
13. Management will determine travel dates, times and accommodations. All reasonable expenses/per diems will be paid by **Inergi** as agreed in advance.

(Signed by Tracy Miller for the Society and **Susan Steer for Inergi, May 6, 2016**).

## LETTER OF UNDERSTANDING

### # 7 RE: SOCIETY SUPERVISOR RELATIVITY PROTECTION

1. Effective April 1, 2011, Society-represented supervisors will be placed at a step in their salary band that is a minimum of 3% higher than the relief pay rate of the highest-rated PWU represented person who reports to him/her (directly or indirectly) when the PWU-represented person may be "stepped up" in relief for the Society-represented supervisor.
2. This Letter of Understanding expires on March 31, 2018 but will continue in force automatically thereafter unless either party provides written notice of cancellation on 90 days' notice.

(Signed by Tracy Miller for the Society and ***Susan Steer for Inergi May 6, 2016***)

## LETTER OF UNDERSTANDING

### # 8 RE: EXCLUSIONS

1. The Society agrees to exclude the Occupational Health Specialist position for the duration of the collective agreement.
2. This agreement is without prejudice and does not create a precedent with respect to the Society's legal position on this or any other matter.
3. The Letter of Understanding will expire at the end of the current collective agreement unless extended by mutual agreement.

(Signed by Tracy Miller for the Society and ***Susan Steer for Inergi, May 6, 2016***)

## LETTER OF UNDERSTANDING

### # 9 RE: Over-the-Counter Drugs Reclassified as Natural Health Products

Health Canada reclassified some over-the-counter (“OTC”) drugs to Natural Health Products (“NHPs”) that require Natural Product Numbers (“NPNs”) rather than Drug Identification Numbers (“DINs”) effective January 1, 2010. *Inergi* has raised a concern that payment of claims for NHPs may constitute a taxable benefit under the Income Tax Act and also that paying for NHPs under the existing *Inergi* Health and Benefit Plan for Society (“Benefit Plan”) may impact the tax status of the entire Benefit Plan. As a result, without prejudice and without creating a precedent regarding any other matter the undersigned parties agree as follows:

1. Effective April 1, 2011, the Benefit Plan will provide coverage for OTC drugs prescribed by physicians (“OTC Coverage”), subject only to the other express limitations in the Plan.
2. Society-represented employees and pensioners who are eligible for “OTC Coverage” will continue to present their prescriptions for such products to their pharmacist in the normal manner. If the prescription is for a re-classified NHP, the *Inergi* benefit card will no longer cover these payments.
3. In these cases, the NHP prescription should not be filled by the pharmacist as this would incur a dispensing fee that is not eligible for reimbursement. Instead, the employee/pensioner must pay for the NHP purchase and then submit the prescription and cash register receipt to Great West Life (GWL) for payment using the existing paper submission process, as outlined in the Health and Dental Plan brochure under “Option Two – Cash Register Receipt”. Payment for NHP purchases will be made by GWL when they are submitted by employees/pensioners. Such payments will be treated as a taxable benefit to the employee/pensioner. That is, the amount of the reimbursed purchases will be reflected on the employee/pensioner’s normal *Inergi* pay statement as a taxable benefit and tax will be withheld. This taxable benefit will be reflected on the T4/T4A slip at the end of the calendar year during which the benefit was paid and tax withheld.
4. The paper submission process is no longer restricted to April and October. Paper submissions may be made at any point in the year. However, in order to ensure taxation reporting is accurate, no payments will be made by GWL to employees/pensioners during November and December each year. Claims received by GWL in November and December will be paid in January. In order to be eligible for payment, all claims must be made within two years of the date on the cash register receipt.
5. Employees/pensioners may claim all eligible NHP products they purchased on or after January 1, 2010. For the period between January 1, 2010 and March 31, 2011, only life sustaining OTCs and smoking cessation products when prescribed by a physician are eligible for coverage. Claims for these purchases may be submitted to GWL starting on April 1, 2011.
6. *Inergi* will provide coverage for all resubmitted claims previously rejected or not paid directly for all eligible NHPs with natural product numbers (“NPN”), as outlined in the Product Listing, assuming conditions for coverage in the Plan are otherwise met.
7. *Inergi* will administer the Plan with respect to coverage for NHPs to declare taxable benefits to the employee/pensioner. The amount of the reimbursed purchases will be reflected on the employee/pensioner’s normal *Inergi* pay statement as a taxable benefit and tax will be

withheld. This taxable benefit will be reflected on the T4/T4A slip at the end of the calendar year during which the benefit was paid and tax withheld. Should either the Income Tax Act (Canada), Regulations thereto or Canada Revenue Agency administrative practice change in the future such that the affected NHPs can be provided in a tax exempt manner, **Inergi** agrees to cease treating them as taxable benefits.

8. **Inergi** will make the Drug Formulary and the Product List available online for access by employees to determine what products are covered by the Plan. On request, **Inergi** and/or the insurance provider will verify the inclusion or exclusion of a DIN or NPN for an employee or pensioner who does not have access to the information on the internal website.
9. OTC drugs that were previously listed in the Drug Formulary with a DIN that have been reclassified as NHPs with NPNs will be listed in a Product List. The Product List will be included in the concept of a Drug Formulary for the purposes of Article 47 of the collective agreement. The Product List will be updated regularly in the same manner as the Drug Formulary, including like products that are licensed originally by Health Canada as NHPs with NPNs after the Natural Health Products Regulations came into effect. In accordance with the process set out in LOU #3 (“re Process of Updating the **Inergi** Drug Formulary”), **Inergi** will notify the Society of DINs that are changing to NPNs and the effective date of the required change as mandated by Health Canada. These changes will result in additions/deletions to the Product List and Drug Formulary. Only products with a DIN changing to an NPN as per the specific direction of Health Canada will move from the Drug Formulary to the Product List. Other like products will be added to the Product List to update it in the same fashion as the formulary.

(Signed by Tracy Miller for the Society and **Susan Steer** for **Inergi** May 6, 2016)

LETTER OF UNDERSTANDING

#10 Re: Union Successor Rights

The undersigned parties have discussed **Inergi**'s contract with Hydro One (The "**Inergi** Contract") and the proposed public tendering by Hydro One of all or a portion of the work under the **Inergi** Contract in or about 2018 (The "RFP Process"). As Hydro One is **Inergi**'s sole client, both parties recognized the obvious and critical importance of the RFP Process to **Inergi** and the Society's members.

During these discussions, **Inergi** expressed its significant concern that other bidders in the RFP process would have an unfair advantage over **Inergi** if they were able to perform work under the **Inergi** Contract "non-union" or pursuant to a collective agreement that provided significantly less entitlements than the **Inergi**/Society agreement. The Society expressed its view that its top priority in the RFP Process was to protect its members' rights at law and to ensure the continuation of its collective agreement, bargaining rights, and transferability of the pension plan should any portion of the work under the **Inergi** Contract be awarded to another entity ("Successor Contractor").

**Accordingly, the Society assured Inergi that, in respect of the RFP Process, and in its dealings with Hydro One and/ or any Successor Contractor, or in any proceeding relating to the RFP Process or the award by Hydro One to a Successor Contractor, the Society would ensure, to the best of its legal ability, that its existing collective agreement with Inergi would be applied to any successor, and that its members at Inergi would be transferred to any successor in accordance with Article 64.**

**(Signed by Tracy Miller for the Society and Susan Steer for Inergi May 6, 2016)**

## LETTER OF UNDERSTANDING

### #11 Re: Mutual Efforts Regarding Hydro One Deal Renewal

The undersigned parties have discussed **Inergi**'s contract with Hydro One (The "**Inergi** Contract") and the proposed public tendering by Hydro One of all or a portion of the work under the **Inergi** Contract in or about 2018 (The "RFP Process"). As Hydro One is **Inergi**'s sole client, both parties recognize the obvious and critical importance of the RFP Process to **Inergi** and the Society's members. The parties agreed to continue to work constructively together to continue to ensure the highest level of service to Hydro One and to thereby enhance the likelihood of the **Inergi** Contract being renewed.

Once the request for proposals is issued by Hydro One, the parties further agree to meet to discuss the steps that the parties could take together to remove or reduce any barriers or constraints to **Inergi** obtaining a renewal of the **Inergi** Contract ("renewal discussions"). These renewal discussions will be held expeditiously at mutually convenient times following the release of the RFP by Hydro One.

For the sake of clarity, these renewal discussions do not constitute an agreement to re-open the Society-**Inergi** collective agreement prior to its scheduled expiry date and do not imply a commitment by either party to amend the terms and conditions of employment of Society members in any manner.

(Signed by Tracy Miller for the Society and **Susan Steer for Inergi May 6, 2016**)



**LETTER OF UNDERSTANDING**

**#12 Re: Transition from CIS Rotations LOU**

- 1. The undersigned parties agree that all rotations in effect as of March 31, 2016 shall be deemed to have commenced on April 1, 2016 and will last no longer than 12 months.**
- 2. Effective April 1, 2016, the provisions of Section 65.5 apply to all rotations.**

**(Signed by Tracy Miller for the Society and Susan Steer for Inergi May 6, 2016)**

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