

COLLECTIVE AGREEMENT

Between

INERGI LP

and

POWER WORKERS' UNION

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

LOCAL 1000

October 1, 2004-- September 30, 2007

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COLLECTIVE AGREEMENT

BETWEEN

INERGI LP (The Company)

and

POWER WORKERS' UNION (PWU), CANADIAN UNION OF PUBLIC EMPLOYEES, Local 1000 - CLC, hereinafter referred to as the "Union" which executes this Agreement by *M. Hyatt, S. Beam, R. Rocha and D. Couvier*, who have been duly appointed for the purpose, in accordance with the constitution of the Union.

WHEREAS the Union has requested the Company to enter into a Collective Agreement and the Company **has consented** thereto:

NOW THIS AGREEMENT WITNESSETH

that there shall be three (3) parts, namely, Part 'A' - General Items, Part 'B' - Maintenance Trades, Part 'C' - Weekly-Salaried, It is also witnessed that the Company and the Union agree each with the other as follows:

ARTICLE 1 RECOGNITION COLLECTIVE BARGAINING UNIT

1.1 The Company recognizes the Union as the sole bargaining agent for all **regular**, part-time and temporary employees', including technicians of the construction field forces and security employees' but excluding:

- (a) Employees now represented by other bargaining agents.
- (b) Persons above the rank of working supervisor.
- (c) Persons **who** exercise managerial functions in accordance with the *Ontario Labour Relations Act*.
- (d) Persons employed in a confidential capacity in matters relating to labour relations in accordance with the *Ontario Labour Relations Act*.

1.2 When an employee is removed from normal duties to act in a vacated position or relieve for an incumbent or perform a temporary assignment, the following shall apply:

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

² Security employees at the following locations: (At the time of printing no locations were identified).

- (a) When the length of time involved is known to be three (3) months or less, the employee **will** retain **his/her** present jurisdictional status.
- (b) When it is expected that the length of time **will be** longer than three (3) months, the employee will be excluded or included at the commencement of **his/her new** responsibilities. However, in the event the **period** is actually less than **three (3)** months:
 - (1) in **exclusion** cases, the Union will be reimbursed the dues which would **have** been paid;
 - (2) in inclusion **cases**, the Union **will** reimburse the **employee** the dues which **have** been **paid**.
- (c) When the length of time is unknown, the employee will retain his/her present jurisdictional **status up** to the three (3) month period. If the period extends beyond three (3) months, the employee will then be either included **or excluded**.

1.3 The term “working supervisor” shall include **all** supervisors who perform any non-supervisory **work** related to **work** performed **by** other PWU bargaining unit members.

1.4 Bargaining unit **work** currently performed or that **work** which has been performed by members of the Union’s bargaining unit and any **work** defined as **work** of the Union in any jurisdictional accord applicable to Inergi LP will continue to be performed by PWU represented staff unless otherwise agreed **to by the** parties. This does not **apply** to situations where **work** is eliminated.

1.5 “Work” in this Article shall be defined as a specific **set** of **tasks**, for example the **union** supervisory **level** of Clerical/Technical/Technologist classifications at Inergi LP.

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

1.7 Additional Work Opportunities for Inergi

For purposes of this **Agreement**, **Capgemini** includes its parents, its direct and indirect subsidiaries, affiliates, joint ventures, partnerships, related companies, successors and assigns. By its execution of this Collective **Agreement** the Employer binds **Capgemini** to Article 1 and to any Mid-Term Agreements, which refer to **Capgemini**, and warrants it has the authority *to do so*.

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

Principles

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

Related Work Opportunities

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

Process

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

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

ARTICLE 2 GRIEVANCE PROCEDURE

- 2.1 This procedure shall not apply to Union concerns regarding the adequacy of job documents and/or the rating, for jobs covered by the **Clerical-Technical** Job Evaluation Plan, which shall be processed in accordance with the

challenge procedures contained in the Clerical-Technical Job Evaluation Manual.

2.2 Any allegation that **an** employee has been subjected to unfair treatment or any dispute arising out of the content of this Agreement shall be understood to be a fit matter **for** the following grievance procedure. All matters of grievance by **any** employee **or group** or class **of employees** for whom the Union is the bargaining agent and which the Union may desire to present shall be **dealt** with in accordance with the following procedure.

2.3 It is mutually **agreed** by the parties hereto that it is **the** spirit and intent of this Agreement to adjust grievances promptly. Therefore, any employee **covered** by this Agreement having a grievance may present such **grievance** to the representative **of** the Union appointed by the Union for that purpose, The **Union** representative may then proceed **to** have such grievance adjusted in accordance with the following **steps** established hereby for the purpose of adjusting grievances.

2.4 Grievances

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

Steps in grievance process: Non-disciplinary matters:

Step 1 Within seven (7) days of reply or time limited for **reply**, a meeting with contact supervisor.

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

2.5 Grievance Review Board

The Grievance **Review** Board shall consist of **two (2)** Union representatives (at a high level) and two (2) Management representatives (at a high level), who will have the authority to agree unanimously to **a** final and binding settlement of any grievance or unanimously agree to the scheduling of any grievance.

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

If not resolved at the Grievance **Review** Board, grievances move to arbitration

2.6 Disciplinary Matters

- 2.6.1** Prior to the imposition of any disciplinary penalty, the Company shall hold a Disciplinary Interview, which shall replace Step 1 of the grievance process.
- 2.6.2** The **Company** shall provide the Union and any employees who may be disciplined three (3) days' notice of the Interview,
- 2.6.3** The Interview shall **take** place between the Company, the Union and the accused individual.
- 2.6.4** **The** Company shall set out its allegations and **except** where the allegations could constitute a criminal **offence**, the Union or the individual(s) shall set out their version of **the** events. Minutes, but not a transcript, of the Interview setting out the substance of the discussion shall be **taken**.
- 2.6.5** The minutes of the meeting shall **be** provided to the Union and **the** accused individual(s) within seven (7) days of the Interview.
- 2.6.6** **The** Union and the accused individual(s) shall forward a written reply to the minutes, if any, within seven (7) days of receipt **of the** minutes.
- 2.6.7** Should the Company choose to impose discipline, the Union has ten (10) days to file a grievance commencing at **Step 2**.
- 2.6.8** Nothing in the disciplinary interview process is intended to interfere with **the** Company's right to investigate matters.

2.7 Facilities and Costs

- 2.7.1** The Company shall provide the **necessary** facilities **for all** meetings in the grievance process.
- 2.7.2** Maintenance of normal earnings and payment of expenses shall be provided by the Company for all Union representatives on a grievance committee.
- 2.7.3** The fees of all arbitrators and costs associated with arbitration hearings shall be shared equally **by** the parties, subject to current practices.

2.8 Dispute Resolution – Article 8, Plan B and OGLs

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

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

- 2.8.2** The JCC shall sit monthly or as otherwise agreed to by the parties and consist of two (2) Union and two (2) Employer representatives. It shall have the power to resolve any Article 8 and Plan B disputes referred to it by unanimous agreement.
- 2.8.3** The JCT shall consist of a Chair, a Union nominee and a Company nominee. The parties hereby nominate Chris Palaire and Brett Christen as their nominees. Martin Teplitsky shall be the Chair **and** may, after consultation with the parties, appoint his successor as Chair.
- 2.8.4** The JCT shall hear **grievances** on an expedited basis and decide at least fifteen (15) grievances **per** day. **No** decision of the JCT is precedent setting unless the JCT expressly declares it to **be** so.
- 2.8.5** Briefs shall be **prepared** by each **party** for each grievance including a statement of facts, **brief** argument and the relevant provisions of the **Collective Agreement**. These briefs shall be provided to the Chair of the JCT at least **seven** (7) days prior to **any** hearing date, The Chair of the JCT will advise which grievances **will require** witnesses for credibility issues, The parties will also **exchange** these briefs.
- 2.8.6** The JCT shall determine its own procedure, may admit evidence that would not be **admissible** in court and may rely on such evidence to render a decision, The JCT shall have the **power** and authority to determine the real issues in dispute between **the parties** in **any** particular case and to **relieve** against **time** limits in the **grievance** process. All decisions will be final and binding. All arbitrators shall have the power to **make** interim relief orders. The JCT shall **take** into consideration the **relevant** terms of the Collective Agreement and its appendices.

2.9 Facilities and Costs

- 2.9.1** The Company shall provide the **necessary** facilities for all meetings in the Article 8, Plan B, and OGL grievance process.
- 2.9.2** Maintenance of normal earnings and the payment of expenses shall **be** provided by the Company for all Union representatives on a dispute resolution committee as **per Article 2.8**.
- 2.9.3** The fees of **the** JCT Chair and costs associated with JCT hearings shall be shared **equally** by the parties. Each party will pay its own nominee on the JCT.

2.9.4 Interest Penalties ~~for~~ Retroactive Payments

If retroactive payments **are** required as a result of any settlement (i.e., GRB, JCC, JCT, reclassification) the Company **will endeavour to make** payments within **sixty** (60) days of the signing of the settlement. **If** these payments **are** not made within

sixty (60) days, the Company **agrees to pay** interest on the outstanding amounts as of the 61st day to the employees at a rate of **two percent (2%)** above prime. For each further delay of thirty (30) **days**, the interest rate will increase by an additional two percent (2%). Exceptions will be jointly agreed to by *the* parties.

2.10 The Company will finalize **any formal** grievances presently in the process of completion but not finalized before the Agreement is signed.

ARTICLE 2A DISCIPLINE AND DISCHARGE

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

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

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

2A.4 A **copy** of all letters of employee reprimand shall be sent to the Chief Steward, **except** in cases **where** in the Company's opinion the matter involved is of a confidential nature. In the latter instance, the letter will state that the Union **has** not received a **copy** of the letter.

This shall not prevent a supervisor from taking on-the-job disciplinary action including immediate suspension subject to later confirmation.

2A.5 Unless otherwise agreed to, **after** a letter(s) of reprimand has **been** on an employee's file **for a** maximum of two (2) years, and there have been no further occurrences, then the letter(s) of reprimand will be removed from all files,

ARTICLE 3 ARBITRATION

3.0 THE ARBITRATION PROCESS

The arbitration process will continue on the basis of the practice currently **adhered** to by the parties, but **any** disputes relating to such practice or any requests for changes

in the practice may be referred to the Chief Arbitrator, or **Deputy** Chief Arbitrator. as referred to herein, for a **ruling**.

- 3.1** This procedure shall not **apply** to Union allegations of unfair treatment or Union concerns regarding the adequacy of job documents and/or the rating, for jobs covered by the **Clerical-Technical** Job Evaluation Plan or the **Area Clerk** Plan, which shall be processed in accordance with the challenge procedures contained in the Union Clerical-Technical Job Evaluation Manual.
- 3.2** **Where** a difference arises between the parties relating to the interpretation, application, or administration of this Agreement, including any question as to **whether** a matter is arbitrable, or **where** an **allegation** is made that this Agreement has been violated, either of the parties may, after exhausting any grievance procedure established by this **Agreement**, notify the other party in writing of its desire to submit the **difference** or allegation to arbitration.
- 3.3** Unless the parties **agree to** a Board of Arbitration, or the Chief Arbitrator or the Deputy Chief Arbitrator **so** order, all grievances shall be submitted to Single Panel Arbitration.
- 3.4** **Chief Arbitrator and Deputy Chief Arbitrator**

For the duration of this Collective Agreement, Martin Teplitsky shall serve as the Chief Arbitrator. The Chief Arbitrator **will** have exclusive, final and binding authority over all issues relating to **the** scheduling of cases, including decisions as to **who** hears which case and when it is heard and shall have the power to relieve against time limits, including those in the grievance **process** and the referral to arbitration in respect of **all cases**.

3.5 **All Arbitrators**

All arbitrators are to determine their own procedure, may admit evidence that would not be admissible in court and may rely on such evidence to render a decision. All arbitrators will have the **power** and authority to determine the real issues in dispute between **the** parties in any particular case and to **relieve** against time limits in the grievance process. **All** arbitrators' decisions **will** be final and binding. All arbitrators shall have the power to **make** interim relief orders.

3.6 **Principles of Single Panel Arbitration**

- (a) Arbitrators shall decide up to fifteen (**15**)grievances each day. The cases shall be heard on an expedited basis after the parties **have** exchanged their written briefs. Oral evidence may be called only where the arbitrator deems necessary and **only** with leave of the arbitrator.

- (b) The decisions are precedent setting and shall be accompanied by reasons on any non-factual issues,
- (c) **The** parties may use the **services** of counsel.

3.7 Powers of the Chief Arbitrator in the Single Panel Process

- (a) The Chief Arbitrator, in consultation with the **parties**, will have the power to:
 - (i) appoint arbitrators;
 - (ii) assign grievances for resolution;
 - (iii) schedule hearing dates in consultation with the parties.

Any of the Chief Arbitrator's powers **may** be delegated to the **Deputy** Chief Arbitrator.

3.8 Board of Arbitration

A Board of Arbitration shall consist of a Company nominee, a PWU nominee, and an Arbitrator. A **party** requesting that a grievance **be** heard by a Board of Arbitration shall do so in writing to the other party within ten (10) days of the **date the GRB** referred the grievance to arbitration.

3.8.1 Nominees

Once either **party** notifies the other party that an unresolved grievance will be referred to arbitration, such notice shall contain **the name of the first party's** nominee to an arbitration board. The recipient of the notice shall within **ten (10)** days, if he/she consents to the grievance being heard **by a** Board of Arbitration, advise the other party of the name of its appointee to the Arbitration Board, The parties shall then have ten (10) days to **agree** to a Chairperson for the Board of Arbitration.

3.8.2 Arbitrator

If the parties agree that a Board of Arbitration should hear a grievance but fail to agree **upon a** Chairperson within the time limit, an appointment shall be made by **the** Chief Arbitrator, or, if the Chief Arbitrator is incapable of doing so, through the facilities of the Ontario Labour Management Arbitration Commission or the Minister of Labour, **upon the request** of either party. The Arbitration Board shall hear and determine the difference or allegation and shall issue a decision and the decision shall be final and binding upon the parties and **upon** any employee affected **by it**, The decision of a majority shall be the decision of the Board of Arbitration, but if there is no majority, the decision of the Chairperson shall govern. However, in no event shall **the** Board of Arbitration have the power to change, alter, modify or amend any provision of this **Agreement**.

3.8.3 Powers of the Chief Arbitrator in the Board of Arbitration Process

- (a) To determine the hours within which arbitrations are conducted.
- (b) To assist in reducing the cost, and reducing the delay and increasing the efficiency of the arbitration process.

ARTICLE 4 WORKING CONDITIONS

4.1 Working conditions during the term of this Agreement shall be as outlined in this Agreement **and** Mid-Term Agreement' **except** such Mid-Term Agreements as are agreed obsolete by the parties.

In addition, the general environmental privileges surrounding an employee shall also be considered as working conditions. These privileges would include such things as **wash-up** time, transportation facilities, safety **appliances**, general safety or health precautions.

4.2 Any modification within the confines of this Agreement shall be subject to agreement by the **Company and the Union's executive**. Changes to the undernoted subjects, however, can be **made** with the written agreement of the Chief Steward with **the** exception as noted in **4.2 (d)** and may be cancelled by either party upon **the giving** of thirty (30) days' notice:

- (a) Changes in **working hours** between the hours of 7:00 am to 6:00 pm for an individual, **work** group or crew.
- (b) The extension of acting positions beyond ninety (90) days as outlined in **Part A, Section 37.1;** and **Part A, Section 37.3.**
- (c) Modifications to **hours of work (specific)** at all locations for **banked** time arrangements.
- (d) **Arrangements** allowing flexibility for employees assigned to temporary work headquarters subject to **PWU Sector Vice-president** or delegate approval.

4.3 It is recognized that volume measurement is necessary to obtain an objective evaluation of the level of production **of an employee and an organizational unit**. The fundamental intent of these measurements is to **achieve contractual customer and service level obligations, and will not be used** for the purpose of discipline.

Where volume measurement and monitoring systems are used in the **workplace**, Management and the Chief Steward will agree on the principles for the use of the **information**.

³ A Mid-Term Agreement is a modification of the Collective Agreement executed by the parties on the prescribed form (a specimen of which is shown below) during *the* term of the Collective Agreement.

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

(SAMPLE)
MID-TERM AGREEMENT
TITLE

Number

Date

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

THE COMPANY

UNION

4.5 Employees shall **be** allowed **access** to their own personnel file. 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 **resources** contact.

ARTICLE 5
UNION SECURITY

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

- 5.6** A Union representative will be **given** an opportunity to conduct an orientation session **for** new probationary/regular **employee(s)** or temporary employees with greater than **six (6)** months' service within regular working hours **at a** time and of **a** duration that is mutually agreeable between the Company and the Union, The purpose is to acquaint the new employee with the benefits and duties of Union membership.
- 5.7** The Company will not oppose any action by the Union to discipline its members as identified in its constitution.

ARTICLE 6 NO DISCRIMINATION

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

Management **agrees** to **process** complaints in **a** timely fashion. The parties agree to review the **process** on an annual basis to ensure that there is accountability for the implementation of recommendations.

ARTICLE 7 MANAGERIAL RIGHTS OF THE COMPANY

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

ARTICLE 8 JOB CLASSIFICATION AND WAGE RATES

Job classification and wage rates shall be as they **appear** in **wage** schedules constituting part of this **Agreement**. The Company shall discuss with **the** Union any **changes** to existing job classifications and **wage** rates, or the introduction of new job

classifications and new **wage** rates. Where a difference arises between the parties, the Company may introduce the **new** or amended job classification *or* wage rates; but either party may require that the difference between them **be** submitted directly to the arbitration process as detailed **in** Article 2.8 and the decision **shall** be binding on both parties.

ARTICLE 9 SPECIFIC MATTERS OF AGREEMENT

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

ARTICLE 10 SELECTION TO VACANCIES

10.1 General

- 10.1.1** No person shall be appointed to a vacancy in the PWU jurisdiction until all qualified PWU represented applicants have been selected. **Non-represented employees may be appointed to positions within the PWU's jurisdiction but will only be able to use that portion of their service which was acquired while a member of the PWU.**
- 10.1.2** If an employee is appointed to a vacancy within the PWU jurisdiction from a bargaining unit which restricts seniority in the Company to its own membership, his/her seniority will **be** limited to service within the PWU bargaining unit.
- 10.1.3** The Company **may** request a waiver of Posting and/or Selection from PWU when there **are** medical reasons related to the employee or his/her **immediate** family, as **verified by the** Company appointed Physician. If the **waiver** request is **agreed to** by the Union, **the employee will be appointed** to the position.

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

10.1.4 Appointments/Notification

1. If the candidate selected has already been appointed to another position, but has not yet reported to the new job, he/she shall be given the opportunity of choosing the one he/she prefers unless it is in the Company's interest that he/she accepts the first appointment,
2. On request, the Company **will explain**, in writing, to any unsuccessful applicant for an advertised vacancy, the reason why he/she was not selected for the position.
3. **All** regular full-time and regular part-time positions within or one level above the Union's jurisdiction will be advertised province-wide **when** they become vacant, Selection to be made **or** the vacancy cancelled within four (4) months after the posting date of **the** advertisement. Transfers of successful applicants to **be** made or rate for the new position **paid** in accordance with the Promotion Rule as identified in **Part A, Section 25.1**, sixty (60) days from the date of selection for the position.
4. Vacancies as set **out** in Article 10.4 shall not be subject to the provisions contained herein 10.1.4.7 to 10.1.4.9 inclusive.
5. One (1) copy of the compiled list of applicants for all advertised vacancies **will** be forwarded to the Union office.
6. **If** the decision has been made within five (5) weeks of the closing date of the advertisement, then at that time, the vacancy management office will **be** responsible for:

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

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

7. If the decision has not been made within **five (5) weeks** of the closing **date** of the advertisement, then at that time, the supervisor with the vacancy or his/her **Human Resources Consultant** will be responsible for:

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

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

8. When a final decision has been made, the supervisor of the vacancy management office will ensure that:

The unsuccessful applicants not yet informed are notified of the final decision as soon as possible, The name of the successful applicant should be given.

The successful applicant and his/her supervisor are notified.

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

9. Similar Vacancies

When a similar vacancy occurs beyond four (4) months following the posting date of the advertisement, it must be re-posted and considered separately.

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

- (A) Seniority

Except as **provided** in Section 10.1 of this **Article**:

1. An employee's seniority, for purposes of selection to vacancies, shall be the service credit as defined in Part A, Item 5.0.
2. Service with an acquired company will be added to the employee's seniority,
3. The total service credit with the Company **will** be used for comparing seniority of applicants rather than service in a position, trade, or occupation.

- (B) Base Weekly Income

1. The maximum base rate per classification as shown on **wage schedule 20 or schedule 21**.
2. The maximum base hourly rate per classification as shown on wage schedules 25 and 32 multiplied by forty (40) hours,

- (C) Promotion Application

1. Where the base **weekly** income (maximum rate) of the advertised position is higher than the base **weekly** income (maximum **rate**) of the applicant's present position.

2. Where an employee submits an application to a position of **equal** rating (same base **weekly** income) which requires fewer normal **weekly** hours of work.
3. Where an employee **who** presently occupies a position **regularly** requiring or subject to shift **work**, applies for a position of equal rating (same **base weekly** income) but not regularly requiring **or** subject to shift **work**.

(D) **Lateral Application**

Where the maximum rate (base **weekly** income) of the position applied for is equal to the maximum rate of the applicant's present position and the factors identified in 10.1.5C(2) and 10.1.5C(3) do not exist.

(E) **Demotion Application**

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

10.2 **Supervisory Positions**

1. In considering applicants for supervisory positions, primary consideration should not **be given** to seniority but to personal qualities such as leadership, reliability, judgment, ability to organize **and** instruct and an understanding and **a** display of the practice of good human relations. **For** supervisory positions, an **endeavour** will be made to select the most promising candidate.
2. Only those individuals satisfactorily possessing the above characteristics, as assessed **by** the Company, should be considered. Where practicable, applicants for supervisory positions should be interviewed **by** the supervisor responsible for the selection. Seniority will govern only in cases where there does not **appear**, in the Company's opinion, to be much difference in qualifications.
3. For the **purpose** of this Article, supervisory positions **will** include:
 - (a) Union Trades Supervisor - Level 3 and higher positions in the trades;
 - (b) Clerical-technical jobs which **are** credited with **degree 3** or higher in the Responsibility for Supervision factor of the Clerical-Technical Job Evaluation plan.

4. The provisions of Article 10.2(3.) above will not affect the status of incumbents for Union representation or the future posting of vacancies **as** they may occur.
5. Appointments **to** positions above the jurisdiction of the Union shall not **be** subject to the Grievance Procedure. However, the Company will **give** due consideration to representations of the Union where there is evidence of obvious irregularities or discrepancies.
6. Candidates selected to supervisory vacancies which represent a lateral or demotion in **accordance** with Article 10.1.5 and **employed** for a minimum of five (5) **years** in their current **work** headquarters shall be entitled to **moving** expenses in accordance with the provisions of Part A, Item 23.0. Candidates selected to promotions shall be entitled to moving expenses in accordance with the **provisions** of Part A, Item 23.0.

10.3 Non-Supervisory Positions: Clerical-Technical

Exceptions: Positions identified in Section 10.2 and 10.4 of this Article.

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

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

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

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

- 10.3.1** Management reserves the right to restrict the application to a vacancy under Article 10.3 when the selection of candidates, for whom it may result in a lateral or demotion, reduces the capability in a given classification below that considered by **Management** as required for **the** effective continued operation of the sending department **at** a location. In such situations, only those senior qualified candidates will be selected from that department at a location which will not adversely affect its effective continued operation; the remaining senior qualified candidates will be selected from other departments at a location on the same basis. Location is defined in Article 11.3.

Employees will receive written notice from **his/her** supervisor if their selection may be voided because they cannot be released, A copy of this written notice is to be given to the local Steward.

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

10.3.2 Transportation and Moving Expenses

Candidates selected to non-supervisory vacancies which represent a lateral or demotion in accordance with **Article 10.1.5** and employed for a minimum of **five (5) years** in their current work headquarters shall be entitled to moving expenses in accordance with the provisions of Part A, Item 23.0. Candidates selected to the promotions shall be entitled to moving expenses in accordance with the provisions of Part A, Item 23.0

10.4 Non-Supervisory Positions: Other Positions

The following classifications will be selected on the following basis:

- Trades positions.
 - Other jobs below Grade 55 covered by the Clerical-Technical Job Evaluation Plan.
1. **Article 10.4** vacancies will be internally advertised province-wide for the same time period as other vacancies. Similar vacancies that occur within four (4) months of the posting date of the advertisement will not require posting.
 2. All **employees** are eligible to **apply** and will be given fair and objective consideration prior to hiring of applicants from outside the Company. When **making** appointments, seniority will not be the **governing** factor.
 3. The senior **qualified journeyperson** applicant for whom **the** vacancy represents an **equal** classification will be selected **subject** to the following:
 - (I) The employee must be releasable in accordance with the provisions of Article 10.3.1.
 - (II) Employees with documented performance deficiencies or job related health limitations as identified **by the** Company

appointed Physician may not **be eligible** for lateral considerations.

(III) When **filled** by the senior qualified applicant as per the above, the resulting backfill vacancy **will** be filled in accordance with provisions **of paragraph 10.4(2.)**.

4. Selection Priority

Selections will be made in the following order:

(I) Senior qualified **journeyperson** applicants for whom the vacancy is an **equal** classification.

(II) Applicants selected on the basis of fair and objective consideration.

5. Article 10.4 vacancies are different from other vacancies, hence there **shall be** no requirement **upon** the Company to apply the provisions related to posting of vacancies contained in 10.1.4. The successful applicant **will** be identified in the Selection Notices.

10.4.1 Transportation and Moving Expenses

Candidates selected to vacancies as per Article 10.4 will be automatically entitled to the moving and transportation expenses provided in Part A, Item 23.0.

10.5 Transition Provisions

(a) **After** March 31, 2002, an employee in a bargaining unit **who** is in receipt of a notice of termination/layoff from that bargaining unit or who has been laid off and subject to recall **or** who has been identified as over-complement is eligible to apply to posted vacancies and placement opportunities in another bargaining unit whose Collective Agreement has a reciprocal clause. He/she will be given fair and objective consideration for employment before **new** hires. A successful applicant will transfer his/her **service** credit and seniority credits to the new Company. No employee hired pursuant to this Article will be entitled to any relocation or moving expenses under the provision of any Collective Agreement.

(b) Employees in a bargaining unit who are not covered by Item 10.5(a) may **apply** for posted vacancies and placement opportunities in another bargaining unit, The employer in **receipt** of the **application** has no obligation **to** consider the **application** of such employee(s) from another bargaining unit. A successful **applicant will** transfer his/her service and seniority credits to **the** new employer.

- (c) The provisions of Article 10.5(a) **and** (b) **have** no application *to* any **person** who was not an employee of Ontario Hydro on August 31, 1998 or whenever the move **to** successor **Collective** Agreements is complete.
- (d) **Any** service credit restoration, as **per** Part A, Item 5.0, shall include service **earned** as an Ontario Hydro employee and service earned as an employee of any Ontario Hydro successor company,

ARTICLE 11
SURPLUS STAFF PROCEDURE

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NOTE

Appendices **A and B** of Article 11 form **part** of this Collective Agreement, **Any** changes to lists, including the addition or deletion of locations, **worksites** and **work** centres shall require **joint** agreement, Such joint agreement will be reached prior to the movement of **staff**.

11.0 WORKSITE REDEPLOYMENT

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

Employees who **are** over-complement and must redeploy will be given the options of available sites along with the option of **severance** as described in Article 11.14.1 and Item 2(a) **below**.

1. Within a worksite", Management **may** deploy employees within equal classifications.
2. Where Management has identified an over-complement in **a** classification *at a worksite(s)* and an under-complement at another worksite(s) in an equal classification⁶, Management may deploy employees from an over-complement **worksite** to an under-complement worksite on a senior choice/junior force basis until either the over-complement or under-complement ceases to exist, **whichever** occurs first.
 - (a) A junior **employee** who refuses **to** be transferred will be subject to discipline **up** to and including termination. **All** disputes regarding the discipline **and** termination of an employee who refuses a transfer will be referred to Martin **Teplitzky** for resolution on an **expedited** basis. An employee who is terminated for refusing **a** transfer under the terms of this Agreement **shall** be eligible to receive reduced severance **pay** pursuant to Article 11.14.1(i) **as** well as **Article 11.14.2** (Benefit Continuance/Tuition/Outplacement Services), if the proposed transfer is to a worksite that is **not** within a reasonable commuting distance from his/her **residence**.

Where an **employee is** terminated for refusing to transfer **to** a worksite which is within reasonable commuting distance from his/her residence, there is no severance or other provisions payable to such employees.

- (b) Management has **the** right to determine the classification(s), number of over-complement positions, number of under-complement positions and the worksite(s) that will be dealt with under each operation of this provision,
- (c) Management will provide **at least** four (4) **weeks'** notice to employees in the over-complement classification **and** **worksite** of the intended date of transfer **by** posting in the over-complement worksite(s) **a** notice which sets out:

⁴ As defined by Article 11, **Appendix B**

⁵ As defined by Article 11

- the affected classifications;
- number of positions to **be filled**;
- under-complement worksite(s); and
- proposed transfer **date**,

Subsequent to this four (**4**)week posting employees designated for transfer **will** be provided with at least **two (2) weeks'** notice of their actual transfer date. In determining an employee's transfer date the Company will consider the personal circumstances of the employee and the business **needs** of the Company.

- (d) Employees transferring will be entitled to moving expenses and housing assistance as set out in Part A, Item 23.0 except where as a result of the transfer the employee has a different **work** headquarters that is within a **reasonable** commuting distance from his/her residence.
3. Under-complement positions that remain vacant after the operation of 1 and 2(a) **will** be posted in accordance with the Collective Agreement.
 4. If the transfer results in a **move** to a lower-rated equal classification, **wage** maintenance as per 11.18 **will** apply.
 5. There will be no permanent transfers under this **Article** into a worksite/centre **which** has been identified as a worksite/centre to be closed permanently **during** the eighteen (**18**) month period following intended transfer date.
 6. Medically restricted at **work (MRAW)** employees who have had a special position created for them cannot be terminated for refusing a **transfer** under 11.0(2.). ~~In~~ the event that there is a closure of a worksite, the MRAW employee **will** transfer in accordance with this Article and where necessary be accommodated in accordance with **applicable** legislation.
 7. Performance Limitations: When an individual has a verifiable physical or medical limitation and is not required **to** be accommodated under the Human Rights legislation and which prevents him/her from performing the essential functions of a job in his/her Occupational Group Listing (OGL) into which **he/she** may **be** transferred, and which is voluntarily identified in advance of determining those to be transferred, the Company and the Union will meet to discuss this individual. It is understood that **if** there is no mutual agreement the Company may proceed to implement the layoff. Nothing in this Article is intended to require any employee to self-identify or to modify in **any way** the rights or obligations of the Company, Union or employee under the Human Rights legislation.
 8. Employees on pregnancy/parental **leave**, or assignment outside Ontario or **approved leave** of absence, vacation, sick leave **will** be subject to this process

and be required to **participate** as if they were in their regular position. Such employees **will** assume their new positions upon return and until such time **the** positions **will** be filled on a temporary basis if required by the Company,

The Company will make reasonable efforts to contact personally employees on such leave but in any event such employees will be provided with written notification that the **Company** is initiating a worksite redeployment. The Company can only rely on the last address and telephone number provided **by** the employee.

9. Employees on LTD including those in a LTD funded Rehabilitation and Re-employment Program may not **be** subject to the provisions of Article 11.0.
10. Notwithstanding the provisions of this Article an employee who is within **five (5)** years of normal retirement or within **five (5) years** of eligibility for **undiscounted** pension when faced with worksite redeployment, with joint agreement may be **given** special consideration for **worksite** protection/preference. If the employee, within one (1) month of **the worksite** redeployment, irrevocably commits to not move, the Employer will **pay** reasonable accommodation **expenses**, excluding meals, in the new location.
11. Notwithstanding the provisions of this Article, the parties may **make** special arrangements for employees who **are** disabled to the extent that alternative employment would be difficult to find.

11.1 Surplus Staff Procedure - Sequence of Events

Prior to/in place of the implementation of the **surplus** staff procedure outlined **below** the Company will offer Cash Out to employees in a location in an over-complement classification (**or** equal classification) to eliminate the over-complement situation, Employees **who** elect to **accept** the Cash Out offer shall be eligible **to** receive the provisions of **Article 11.8.1**.

Layoffs/Termination(s) of regular **employees**, as a result of **the** operation of Article 11.1 will be implemented a maximum of **once each** calendar year.

1. The Company will notify the PWU and the **Manager of Compensation and Benefits** of **the** intention to **run** Article 11 approximately **two (2) weeks** in **advance**. Job challenges and Management job reviews will be frozen **from** the date **of** this notification until the announcement date of the results of Article 11.
2. All regular employees will have a completed Option/Election Form retained on their personnel file (901). Approximately one (1) **week** prior **to** notice date, all regular full-time and regular part-time employees shall be provided with a personal information **package**.

3. The Company will **give** initial notice of **termination/layoff** in accordance with Article 11.5.
4. The Company will confirm to employees all information received on revised Option/Election Forms.
5. Requests to correct employee base data (in Item 2. above) are received by **the PWU** from the employee **and** forwarded to the Company.
6. **Employees** who **received** initial notice of **termination/layoff** and employees who are in an **equal** classification at the location shall receive priority consideration to posted vacancies which represent **a** lateral or demotion, commencing **eight (8)** days after initial notice has been provided.
7. After **all** data is collected and the Company is in a position *to* **apply** Article 11, there will be a "**freeze**" period during which vacancies will be held open. This period shall be for **a** minimum of three (**3**) **weeks** before employee displacement rights **are** determined and announced by the Company. These vacancies may be filled on **a** temporary basis during this freeze period pending the determination and announcement of the results of the application of Article 11.
8. Employee displacement rights **will** be determined and those employees who **will** be displaced, laid off **and/or** terminated shall **be identified**. All displacements and the names of employees to be laid off or terminated will be identified "**on paper**" **at** the outset **prior** to implementation of any changes resulting from the announced reduction of complement.
9. The names of the employees **who** will be displaced, laid off and terminated shall be announced.
10. After the **Company** announces the results of the application of Article 11, employees displacing into another location **will** be identified and worksite/centre preference will be determined by seniority on a senior **choice/junior** force basis,
11. The "**freeze**" **on** filling vacancies ends at the time of the announcement. During the period **after** the announcement and prior to the date of termination set out in the initial notice of **termination/layoff**, the Company, pursuant to **Article 10**, will post vacancies which remain unfilled after the displacement process and **new** vacancies as they arise, Employees faced with layoff shall be given priority consideration to such vacancies which represent **a lateral** or demotion over other applicants. If vacancies remain unfilled after the **Article 10** process, during the period prior to **the** layoff fair and objective consideration for such vacancies will **be** given to applications from employees to be laid off.

12. The implementation of displacements, layoffs and terminations pursuant to the Article 11 process will commence on the date of termination/layoff identified in the initial notices unless extended by the Company in accordance with the *Employment Standards Act* and regulations and subject to any “reversals” which may have occurred as a result of employee terminations.

11.2 Application

- (a) This procedure applies only to the bargaining unit in this Collective Agreement.
- (b) This procedure applies to regular full-time and regular part-time employees. The displacement and recall rights of probationary employees and regular-seasonal employees are limited to those contained in 11.12.
- (c) The Company will supply the PWU Research Department with an accurate computerized seniority list (see **note** below) **separated** by Occupational Group Listings (OGL's) and **sorted** by province and locations on February 1st and August 1st and at the time the Company gives initial notice of termination/layoff under this **Article**.

The Company **will** also post **a** seniority list in each worksite on February 1st and August 1st. The seniority list will be **a** single list of employees, which will include the following information (subject to revision after consultation with the Company and the PWU):

- Name/Employee Number
- ECD
- Base OGL
- Level
- OCC Code
- Title
- Building Code
- Geographic Location
- Status
- Business

In the absence of a challenge in writing by the Union within thirty (30) calendar days **of** posting, the seniority list will be deemed to be accurate and the Union will not subsequently be able **to** challenge the accuracy **of** the list. In the event of a challenge, the parties will try to resolve any differences. If there is no agreement, either party may refer the challenge to **Arbitrator Teplitsky** **under** the expedited dispute resolution **process** for deciding OGL disputes.

NOTE

The **computerized** seniority list provided to **the PWU** will contain the following **data**:

Last Name, Initials, ECD, Occupational Code, Job Title, Schedule, Base Occupational **Group** Number, Grade, Location, Building Code, **Payroll** Number, Business Unit, Division, Department, Hours of **Work**, Date of **Notice** of Termination/Layoff, Date of **Expiry** of Recall, End Rate of Classification.

(d) Approximately one (1) **week prior** to notice date, all regular full-time and regular part-time employees shall be **provided** with a **personal information package** containing the following:

- Name
- a Employee Number
- Established Commencement Date (ECD)
- Base Building Code
- Geographic Location
- Occupation Code
- Job Title
- OGL Number and Level
- Current Option/Election Form Choices
- **Blank** Option/Election Form
- a Listing of Locations (Appendix A)
- Copy of **Inergi LP** Maps

In the absence of a written challenge by the Union prior to freeze date, the **employee data will** be deemed to be accurate and the Union will not subsequently be able to challenge the accuracy of the information.

(e) **Medically Restricted at Work (MRAW)** employees who have had a special position **created** for them **cannot be** displaced. In the event that there is a closure of a **worksite** or the special position is redundant, the **MRAW** employee will **displace** in accordance with this Article and where necessary be accommodated in accordance with applicable legislation. For purposes of **Article 11** the **MRAW** employee will **be** deemed to be in the classification held immediately prior to being placed in the special position.

(f) Performance Limitations: When an individual has a verifiable physical or medical limitation and is not required to be accommodated under the Human Rights legislation and which prevents him/her from performing **the** essential functions of a job in **his/her** Occupational Group Listing (OGL) into which **he/she may** be displaced, and which is voluntarily identified in **advance** of determination of displacement rights following notice of layoff, the Company and the Union will meet to discuss this individual. It is

understood that **if** there is **no** mutual agreement the Company may proceed to implement the layoff. Nothing in this Article is intended to require any employee to self-identify **or** to modify in any way the rights or obligations of the Company, Union **or** **employee** under the Human Rights legislation.

- (g) Employees on pregnancy/parental leave, or assignment outside Ontario or **approved** leaves of absence, vacation, **sick leave** will be subject to this process and **be** required to participate as if they were in their regular position. Such employees will **assume** their new positions **upon** return and until such time the positions will **be** filled on a temporary basis if required **by** the Company.

The Company will **make** reasonable efforts to contact personally employees on such leave but in any **event** such employees will be provided with written notification that the Company has initiated **layoff** procedures and that their employment status may be affected, The Company can rely on the **last** address and telephone number **provided** by the **employee**.

- (h) Employees on LTD including those in a LTD funded Rehabilitation and Re-Employment Program **may** not displace nor **are** they subject to displacement.
- (i) Notwithstanding the provisions of this Article an employee **who is** within five (5) **years** of normal retirement or within five (5) years of eligibility for undiscounted pension when faced with displacement or layoff, with joint agreement may **be** given special consideration for worksite protection/preference. **If** these employees **are** transferred, the **Employer** will **pay** a subsequent move to the employee's previous location in accordance with Part A, Item 23.0.
- (j) Notwithstanding the provisions of this Article, the **parties** may make special arrangements for employees who are disabled to the extent that alternative employment would be difficult to find.

11.3 Definitions

1. "Base **weekly** rate" and "base hourly **rate**" include **pay** equity adjustments.
2. "Classification" shall mean an employee's trade or job title.
3. "Equal Classification" or "Equal" **is** a classification in an employee's OGL where the base weekly rate or **base** hourly rate is **the** same except that:
 - (a) Some hourly rated trades **have** been identified as **equals** where most of the job duties are the same but the **wage** rate is different,
 - (b) For **pay** equity **adjusted rates**, **equal** will be deemed to be **those** jobs whose terminal rates meet or **exceed** the **Step 5 rates** listed on Salary Schedule 20 **or** Salary Schedule 21.

Example 1: Grade 55 + PEA, equivalent, to Grade 57, Step 4 = Grade 56 and can displace **Grade 56** jobs under **Article 11** (Grade 56 (no PEA) can also displace this Grade 55 job).

Example 2: **Grade 55 + PEA**, equivalent to Grade 58, Step 4 = Grade 57 and can **displace** Grade 57 jobs under **Article 11** (Grade 57 or 56 (no PEA) can also displace this Grade 55 job).

4. Lower: “Lower Classification” or “Lower” is a classification in an employee’s OGL where the base **weekly** rate or base hourly rate is lower,

For **pay** equity adjusted rates, lower **will be** deemed to **be** those jobs whose terminal rates **are** lower than **the** Step **5** rates listed on Salary Schedule 20 or Salary Schedule 21.

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

5. “Worksite” is a place of operations as identified by building code(s) and identified in **Appendix A**, An employee’s worksite will be their regular **work** headquarters as defined in Part A, **Item 18.2**.

6. “Work Centre” as identified in **Appendix A**.

7. “Location” means a geographic area which includes worksite(s) and/or **work** centres. Locations **are** identified in Appendix A.

8. “Occupational Group List (OGL)” means a jointly agreed to list of **equal** and lower classifications into which an employee can **exercise** displacement rights, **OGLs are** equals and lowers within the **appropriate** job family which an employee can satisfactorily perform within a reasonable period of familiarization and orientation,

9. “Surplus Employee” is an employee who has been given notice of **termination/layoff** by **the** Company or an **employee who may** be displaced or who is displaced from his/her position.

10. (a) “Seniority” means the service credit as defined in Part A, Section 5.0, **except** for the restrictions contained in Article 10.1.2.

- (b) Where employees **have** the same seniority the **employee** with the highest employee number is deemed **to** be the more senior employee.

For purposes of determining displacements, layoffs and terminations, seniority will be calculated as of the **date** of the initial notice of **termination/layoff**. For all other **purposes** including subsequent layoffs, seniority will continue **to accrue**.

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

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

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

There are four (4) families as listed below:

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

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

Trades: Involving skilled labour in areas such as labourer, material handlers, etc.

12. “Former Classification” is defined as the position/classification (previous occupation code) last occupied by the employee within five (5) years of the Notice of Termination/Layoff excluding relief, acting and temporary assignments. If the previous occupation code has been obsoleted and replaced by a new code, the new code and the old code will be deemed to be one and the same code for the purposes of determining former classification.

11.4 Occupational Group Listings (OGLs)

1. For a job to be included in an OGL, it must be a job which can be satisfactorily performed by the average employee in the surplus classification within a reasonable period of familiarization and orientation. This period will vary depending on the complexity of the job.
2. All existing jobs are placed in OGLs. OGLs shall be part of this Agreement but shall be published in a separate publication.
3. New OGLs shall be jointly developed for new jobs or for existing jobs which have materially changed or for jobs which have the wage rate adjusted. If the parties cannot agree on an OGL, the dispute will be referred to Arbitrator Teplitsky for resolution in accordance with Article 11.4.2.

11.4.1 Failure to Demonstrate Qualifications

Once an employee displaces into a position in an OGL, the employee must be able to demonstrate an acceptable level of performance within a reasonable period of

familiarization and orientation. Failure to achieve **an** acceptable level of performance in this time **will** result in layoff **with severance** as per 11.14 and recall rights to their pre-displacement classification.

11.4.2 Expedited Grievance and Arbitration Process for Job Classification Grievances and OGL Dispute Resolution

If the parties cannot agree on **an** OGL the disputes will be referred to Arbitrator Teplitsky for resolution as per Article 2.8 Dispute Resolution - Article 8, Plan B and OGL Process.

- 1 In the event of **any** layoff, it is the parties' intention that best efforts will be **used** to resolve outstanding disputes before the beginning of the "freeze" period which **precedes the** announcement of displacement rights and the expedited **procedure** established herein will **be** used for this **purpose**. Where possible, priority shall be **given** to those disputes which could have an influence on classifications which may be affected by the proposed layoff. **However**, any unresolved disputes will not stop the Company from implementing any **terminations/layoffs**.

11.5 Notice of Termination/Layoff

1. The Company will **give** initial notice of termination/layoff to the most junior employees in a **classification in a worksite**. Employees who receive initial notice **of** termination/layoff shall also receive cash out information, selection priority information, and personal OGL information. Notices listing those employees receiving initial notice of termination will **be** posted at all Company worksites/centres. Pursuant to **the** terms of this **Article**, **employees** receiving such notice **will** be permitted to take another position in the Company as a result of which **some other** person either loses his/her position and is permitted to take another position or loses his/her employment. Such notice shall be deemed to be notice of termination to all affected employees including to those employees who may be displaced and to those employees whose employment is terminated or who are laid off.
2. Employees receiving initial notice of termination/layoff will be **provided** with two (2) months' notice **of** termination/layoff. **An** employee **who** has **been given** notice of termination/layoff **may** be given temporary work following the date of termination in accordance with the *Employment Standards Act* and regulations,
3. **When** an employee is given notice of termination/layoff the Company **will** notify the Union office and **the** Chief Steward within three (**3**) **working** days from the date the **employee is** notified. The Union will be **responsible** for **keeping** the Company advised of the names of all Chief Stewards.

11.6 Employee Elections

1. All employees will be required to supply the Company, by a date determined by the Company, with information necessary to enable the Company to make decisions relating to employee displacements in Locations, and the Province. This information will be provided by employees on the Option/Election Form and a Location Preference Ranking Form, both of which **are** computer readable. **The** employees will **rank** all locations outside of their own in order of preference on the Location Preference **Ranking** form.
2. The information **provided** by the **employee** on the forms will amount to a decision by each **employee**, unless amended as set out in 11.6(4). The Company will be entitled to **rely** on this information for purposes of **applying** the provisions of Article 11.
3. **In addition to** providing other information requested on the Forms provided, employees shall elect to be placed into positions in their OGLs in one of two streams, either the **Equal Stream** or the Lower Stream. The employee may also elect to displace outside **his/her** OGL pursuant to 11.11.1(2) by supplying the required information
4. Each employee will ensure the Company has an updated Option/Election Form, to be maintained in his/her personnel **file**. When the Company initiates a layoff of employees under this Article, employees will **have** the opportunity to amend the Option/Election Form. Revisions to the Option/Election Form must be received prior to freeze date. The **employee** will be **provided** with a written confirmation of the information provided (refer to **Article 11.1**). If there is no request to amend by the employee by **freeze** date, **the** information contained in the confirmation shall be deemed accurate for all purposes.

11.7 Failure to Complete the Form

Any **employee** failing to **supply** the information requested on the forms, who receives initial notice of termination/layoff or is displaced, will be deemed to have chosen a **lower** classification in his/her Location and will not be entitled to displace into **an equal** or lower classification in the Province regardless of seniority, **If** there is no position in a lower classification in the Location into which he/she can **displace**, the employee will **be** laid off with recall or severance rights as per 11.14.

11.8 Cash Out During the Notice Period

1. Where a reduction in **complement** is to **take** place in a classification in a Location, all employees in that classification (or in an equal classification) in that Location may notify the Company of their desire to resign from the Company during the notice period. Upon request by an employee, the Company **will** provide relevant pension and benefit information to enable **him/her to make an** informed decision **prior to** being required to **give** notice of his/her intention to **cash out during** the notice **period**. Written notification by

the employee of his/her desire to resign must be given within seven (7) days of receipt of the notice of termination/layoff. From the total number of eligible employees who indicate that they wish to resign, the Company will accept on a seniority basis a number from the classification (or an equal classification) equal to the number of surplus employees in the classification in that Location, Those employees accepted must resign and will receive:

- (i) severance pay as per Article 11.14; and
- (ii) **For Employees hired before October 1, 2004, who have elected to voluntarily terminate if given the opportunity, subject to statutory deductions:**
 - base pay from the employee's date of resignation to the end of the two (2) month notice period provided in the notice of termination/layoff, plus a lump sum payment (in lieu of notice) equal to three (3) months base pay (total = twenty-one (21) weeks). (For employees who resign within the seven (7) day period and whose resignation is accepted, the payment will be five (5) months' pay.)

The maximum number of weeks payable (i + ii) shall be one hundred four (104).

- (iii) **For Employees hired on or after October 1, 2004, who have elected to voluntarily terminate if given the opportunity, subject to statutory deductions:**
 - 0-3 years of service – 2 months base pay
 - >3 years and up to 5 years of service – 3 months base pay
 - >5 years and up to 10 years of service – 4 months base pay
 - >10 years of service – 5 months base pay

The maximum number of weeks payable (i + iii) shall be one hundred four (104).

2. **Where the** number of eligible employees who have resigned in the seven (7) day period is less than the number of surplus employees in a classification in the Location, additional resignations will be accepted on a first come basis from employees in that classification (or in an equal classification) until the freeze period commences or until the resignations from eligible employees equal the number of surplus employees in the classification in the Location. The resignation by the employee must be in writing in order to be accepted by the Company.
3. Employees who resign with cash out may not be from the worksite/centres or the actual classification with the surplus and a temporary deployment of

employees to other **worksite/centres** within the location may be required to balance the complement,

To achieve this balance between worksitelcentres the most senior employee who is **prepared** to accept the transfer and who **is** in the classification or an **equal** classification in which there is an over-complement, and is **at** the **worksite/centre** from which an **employee** is to be transferred will be selected to the position. In the absence of senior volunteers, **the** most junior employee in the classification or an equal classification will be transferred to the position,

11.9 General

1. All employees work at a **worksite** or **work** centre in a Location,
2. Each employee shall **have** the responsibility to notify the Company of his/her current address and telephone number and any subsequent change. The Company shall **be** entitled to rely on the last address and telephone **number** furnished by the **employee** for all purposes,
3. Grievances under this Agreement or a predecessor Agreement which have not been resolved before the commencement of the freeze period do not affect the Company's right to layoff pursuant to Article 11.
4. **At** least two **(2) weeks** before the determination of employee rights and the announcement of the results of the application of Article 11, a freeze period shall be implemented wherein all vacancies shall be held and filled temporarily **where** necessary. This **freeze** on filling vacancies shall end **when** the results of the application of **Article 11** are announced.

11.10 Senior Choice/Junior Force (Province Displacement)

The principle of "senior **choice/junior force**" is designed to allow senior employees to have Location preference where it is available. Employees who can be displaced in a Location, in the Province are always the most junior employees in the classification into which the more senior employee can displace,

Therefore, the Locations in which the most junior employees in a classification **are employed** are the Locations **which** are available **to more senior employees** who may wish to exercise displacement rights out of one Location and into another in the Province. **Where** there **are** junior employees in Locations who **may** be displaced, senior employees will be given Location preference to **the extent** possible. However, the Company will assign an employee to an available position to a location in the Province where the employee's preference is not accommodated (i.e., he/she can be forced to accept a particular Location).

11.11 Displacements

- (a) Subject only to the provisions of paragraph 11.11.1(2), an employee can only displace another **employee** of less seniority in classifications within his/her occupational group list.

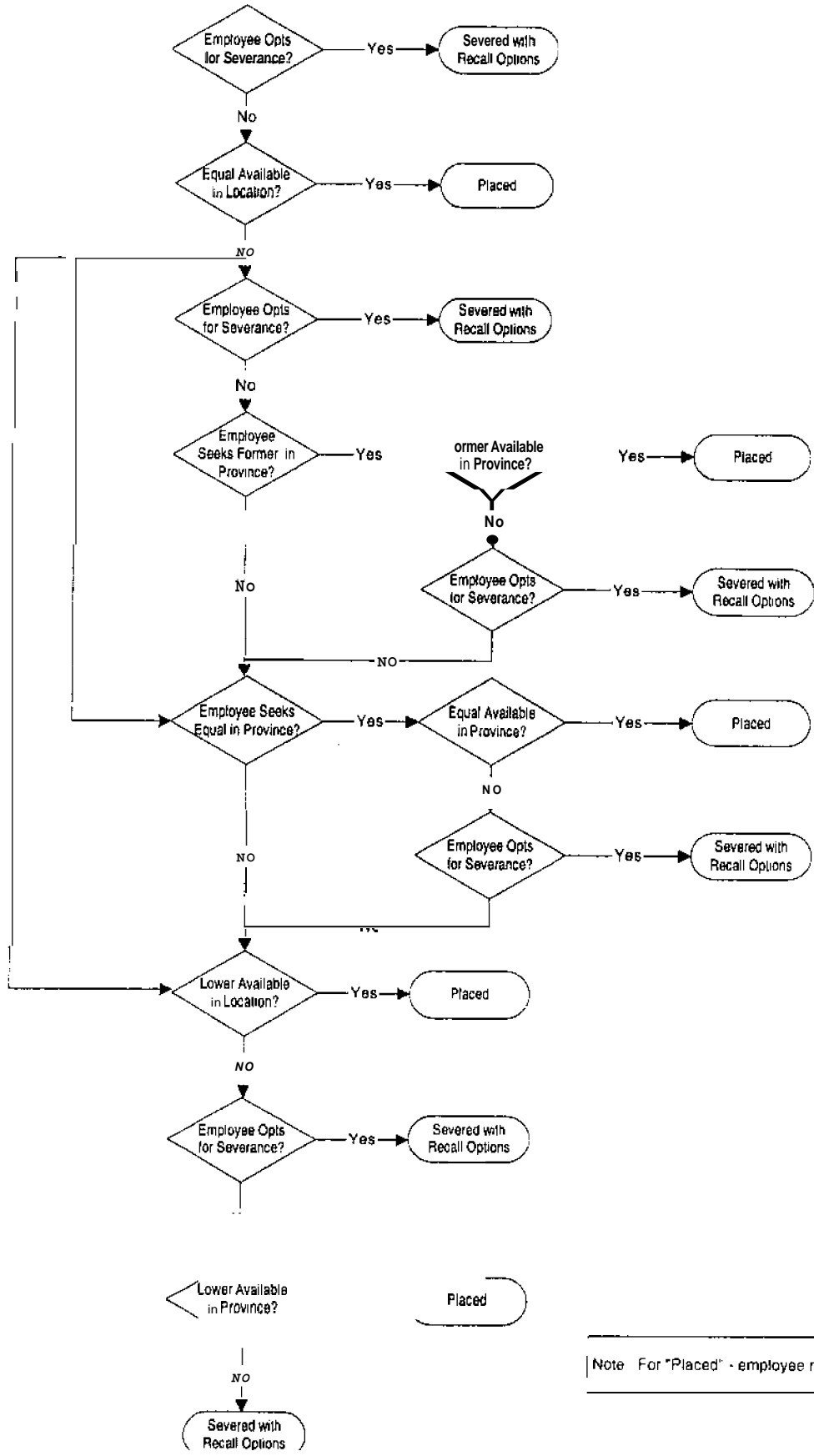
Regular-Seasonal and **Temporary** positions and **Agency** employee's are also displacement opportunities for regular employees in the absence of any regular positions.

- (b) A regular full-time employee may elect, in advance on the Option/Election Form, to decline all available regular part-time positions. A regular part-time **employee** may elect in advance, on **the** Option/Election Form to decline all **available** full-time **regular** positions. The **employee** must indicate his/her **choice** on the Option/Election Form failing which the employee will be deemed to have chosen to displace into both regular full-time or regular part-time positions.

Each employee must indicate his/her status (i.e., regular full-time or regular part-time) on the Option/Election Form. The employee's designation must be accurate. The Employer will confirm the designation.

- (c) When an occupational **group** has more than one classification at the same level, the least senior employee shall be the most junior among all **of** the classifications at that level.
- (d) A vacancy within an employee's **OGL** is deemed to be the junior equal (*see* process **in** 11.11.1 **below**) or **lower**, (*see* process in 11.11.2 **below**) in all applications of the displacement process.
- (e) Displacements shall be on a **senior choice/junior** force basis,
- (f) Apprentices or Trainees are granted displacement rights into the classifications listed in the **OGL** of his/her terminal rated classification. An **Apprentice** or Trainee can displace a junior employee within his/her **OGL** including a **Journeyman**. **If** an Apprentice or Trainee displaces a **Journeyman** in an equal classification, the Apprentice or Trainee will continue in the apprenticeship program and will **be paid as per their** progression schedule.
- (g) Seniority rights outside the Location are only exercisable in the Province by employees with seniority of two (2) years or more.

Article 11 Displacement Flowchart
 (This chart shall be read in conjunction with the text of *the* Collective Agreement)



Note For "Placed" - employee must take if available

11.11.1 Equal Stream

1. At the Location **an** employee must displace the least senior employee in an equal classification. Refusal to accept results in termination of employment, If no position is available, then;
2. Where an employee has so elected on the Option/Election Form, he/she must displace the most junior **employee** with less seniority in the Province in the employee's former classification provided the employee was in the classification within **five (5)** years of the **date the** notice of termination/layoff **was** issued pursuant to 11.5. Failure **to** accept results in termination of employment. **If no** position is available, then;
3. **The** employee will **move** to the "Lower Stream", or, **if** eligible, the surplus employee who has elected **to** displace in an equal classification in the Province **must** displace the most junior employee with less seniority in the Province. Refusal to accept results in termination of employment, If no position is available, then;
4. The employee will move to the "Lower Stream",

11.11.2 Lower Stream

1. **An** employee who **has** elected to displace in the Lower Stream must **displace** the least senior employee in an **equal** classification in the Location. Refusal to **accept** results in termination of employment. **If** no position is available, then;
2. **An** employee who has elected to displace into a lower classification and an employee not **placed** in the Equal Stream must displace the most junior **employee** with less seniority in **next** lower classification in his/her Location. If no position is available, then the employee will go to lower classifications in descending order in his/her Location until placed, Refusal to accept results in termination of employment. **If** no position is available, then;
3. An employee who has elected to **displace** into a lower classification must displace the most junior employee with **less** seniority in next lower classification in the Province. If no position available then the **employee will** go to lower classifications in the Province in descending order until placed. Refusal to accept results in termination of employment. **If** no position is available, then;
4. The employee is laid-off with recall rights.

11.11.3 Senior Choice/Junior Force (Within Location)

After the Company announces the results of the application of Article 11, employees displacing into another location **will** be identified and worksitelcentre preference will be determined by seniority on a senior choice/junior force basis,

Employees displacing into a Location **will** be given **worksitelcentre** preference within the Location to the extent possible on a seniority basis. Where **there** is more than one (1) employee displacing into a classification in a Location, the **principle** of senior choice/junior force will be **applied** to displace the most junior employees in the classification in the worksites/centres. In the absence of senior volunteers, the most junior employee in the classification **will** be transferred to the position.

11.12 Displacement and Recall Rights

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

11.12.1 Probationary Employees

1. A probationary employee will displace the junior employee of lesser seniority in the **next lower** classifications in **their OGL** in descending order within his/her worksite/centre.
2. If 1. is not available, a probationary employee can displace a temporary employee in an equal or **lower** classification in his/her occupational **group** within his/her worksitelcentre.
3. If 2. is not available, a **probationary** employee can displace an agency employee in an **equal** or **lower** classification in his/her occupational group within his/her line of business in head office or within his/her worksite/centre outside of head office.
4. If 3. is not possible, employment is terminated.
5. Probationary employees shall not be entitled to **recall** rights or severance pay.

11.12.2 Regular-Seasonal

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

4. **Regular-seasonal** employees shall **be** entitled to recall to temporary positions for a period of three (3) years from the date of last termination.
5. A regular-seasonal employee shall be entitled to recall to their Location. **provided** they **have** at least twenty-four (24) months accumulated service.
6. **To** be recalled **the** employee must **have** filed a written request with the **Company** prior to March 1st of each **year**.
7. A person who is **recalled** by the Company shall be personally contacted when possible. Failing this contact a **recall** notice shall be forwarded by registered mail addressed to the last known address that he/she has recorded with his/her **Human Resources Consultant**. They shall be obliged to advise his/her supervisor of his/her intention to return to **work** within three (3) **working days** and shall be available for **work** within five (5) **working days** after receipt of recall notice.
 - (a) **Except in case** of sickness, failure to be **available** for **work** within five (5) days of issuance of the recall notice shall **make** him/her ineligible for any further recall.
 - (b) It shall be the **person's** sole responsibility to inform the Union and the personnel **manager** in writing of any change of address. The Union **will** be notified in writing **when** persons are recalled to vacancies.
8. The Company shall notify the employee in writing at time of termination of the recall procedure, If the **employee** is **not** considered suitable for recall **they** shall be notified in writing and a **copy** of this letter shall be given to the employee's Chief Steward. Upon request the Company will provide the employee with the reasons **why** they **are** not considered suitable for recall.
9. **The** Company may hire a temporary employee **for** a period not exceeding one (1) month without using this **recall** procedure,
10. Summer students both secondary and post secondary levels have no rights to this **recall procedure**.
11. A Recall List from **each work** Location for regular-seasonal employees shall be provided to the Chief Steward concerned,
12. Regular-seasonal employees shall not be entitled to severance pay **except** in the case of permanent layoff. When permanently laid off severance **pay** will be calculated on actual time **worked**.

11.13 Permanent Location Closings

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

11.14 Severance Pay

Except as set out in 11.14.1, employees eligible for severance under Article 11 will receive the following:

- (a) An employee receiving severance **pay** waives any other rights under Article 11.
- (b) An employee may direct all **or** a portion of his/her payment into an RRSP **up** to the amount permitted by **law**. The employee shall provide the Company with the TD2 Form directing the payment into his/her RRSP.
- (c) An employee entitled to **severance pay** under 11.14 may elect to **take** a lump sum severance payment, **or severance** may be divided into two (2) **equal** instalments, the first, on the **date** of termination and the second on or about January 15th of the following year, subject to statutory deductions, which is the lesser of:
 - (i) four (4) **weeks' base pay** per year of service **up** to a maximum of one hundred four (104) **weeks' base pay** (**payments** for incomplete years of service will be pro-rated); or
 - (ii) an amount which equals base **pay** from the end of the notice period until the end of the month in which the employee reaches his/her 65th birthday.
- (d) For purposes of clarification at any time during the three (3) year recall period, a laid off employee may **opt** for his/her full severance entitlement, once this election is made all recall rights will cease.
- (e) For regular part-time employees severance payments shall be pro-rated.

11.14.1 Reduced Severance Pay on Refusing a Position

1. **An** employee who refuses to accept a position under **Article 11.11.1** or **11.11.2** (**except** in 2. below) will **be** terminated and is disqualified from receiving severance **pay** under Article 11.14 and shall have no recall rights under **Article 11.17**. Such employees may elect to **take** a lump sum severance payment, or severance may be divided into two (2) equal instalments, the first on the date of termination and the second on or about **January** 15th of the following year, subject to statutory deductions which is the lesser of:

- (i) two (2) **weeks'** base **pay per year** of service up to a maximum of fifty-two (52) weeks' base **pay** (payments for incomplete years of service will be pro-rated); or
 - (ii) an amount which equals base **pay** from the end of the notice period until the end of the month in which the employee reaches hisher 65th birthday.
2. **In cases where** an employee refuses to accept a position where the new classification provides either a reduction of base **wages** of two (2) or more salary grades for job evaluated positions or in **excess** of ten percent (10%) for others, the **employee will receive severance pay** pursuant to 11.14.
 3. An employee may direct all or a portion of hisher payment into an RRSP up to the amount permitted by **law**. The employee shall provide **the Company** with the TD2 Form directing the payment into his/her RRSP.
 4. For regular part-time employees severance payments shall be pro-rated.

11.14.2 Benefit Continuance/Tuition/Outplacement Services

A surplus employee **who takes severance pay and** terminates hisher employment is entitled to:

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

11.15 Failure to Report to Assigned Positions

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

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

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

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

11.16 Selection to Vacancies

Between the end of the seven (7) day cash out window and **freeze date** and after the end of the freeze period all positions which remain unfilled and any new vacancies which arise shall be posted under **Article 10**. During the period after the end of the seven (7) day **cash** out window and before freeze date and after freeze date but before announcement of results, priority consideration for vacancies which represent a lateral or demotion will be **given** to surplus employees and to those employees who **are** in an **equal** classification (to the **over-complement employee**) in the location. After announcement of results **and** before layoff occurs applications from **employees** who are **to** be laid off shall be given fair and objective consideration for vacancies. Employees who, prior to being laid off, applied for vacancies continue to be entitled to fair and objective consideration for those vacancies after **layoff**. If selected to a vacancy posted prior to the date of **layoff**, the employee is eligible for moving expenses under Article 11. Among successful applicants seniority shall govern selection where **all** other factors are relatively **equal**.

11.16.1 Jurisdiction

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

- (i) All qualified PWU members **are** selected, including persons on the recall list; and
- (ii) **AH** PWU applicants entitled to fair and objective consideration are selected pursuant to **11.16**.

11.16.2 Selection Priority

The following applies for **equal** and lower-rated **vacancies**.

Each category will be considered independently and in the order indicated:

- (i) Surplus employees and those employees in **an** equal classification to the surplus employee at the location where the surplus exists.
- (ii) **As per** Article 10.

11.17 Recall

1. Laid off employees **who** do not receive severance payments shall have recall rights.
2. Employees who **are** laid off **will be** entitled to recall to classifications in their OGL for a period of three (3) years from the date of his/her layoff. Recall lists will be maintained province-wide.

If a person is recalled within one (1) year of the date he/she was laid off, entitlement to **vacation** credit, seniority, and sick leave credits shall be the same entitlement as on the **day** of termination less any vacation allowance received at termination.

If a person is **recalled** during the **second or** third year after layoff, he/she shall **be** treated as a **new** employee for all purposes. Service credit will be restored in **accordance with Part A, Item 5.3.**

Reinstatement in the Pension Plan shall be in accordance with the pension regulations.

3. A person **who** is recalled shall be personally contacted **by** the Company where possible. Failing this contact, a **recall** notice shall be forwarded by registered mail addressed to the last known address that he/she has **recorded** with his/her **Human Resources Consultant**. They shall be obliged to advise his/her **supervisor** of the intention to return to **work** within five (5) working days and shall be available for **work** within ten (10) **working** days after **receipt** of the recall notice,

NOTE

- (i) It shall be the employee's sole responsibility to inform **the** Union and the **Human Resources Consultant** in writing of **any change** of address. **The** Union will be notified in writing **when** employees are recalled to vacancies.
- (ii) **Except** in the case of sickness, failure to be available for **work** within ten (10) days after the receipt of recall notice shall make **him/her** ineligible for **any** further recall.

4. **Except** as noted later in this **paragraph**, if an **employee** refuses recall to a regular full-time equal position or lower position at **the** location **level** he/she will be **removed** from the recall list and be entitled to **reduced severance pay** in accordance with 11.14.1. In cases where an employee refuses to accept recall to a position where the new classification **provides** either a reduction of **base wages** of **two (2)** or more salary grades for job evaluated positions or in excess of ten percent (10%) for others, the employee will remain on the

recall list. Refusal to **accept** recall to any position outside the Location will not result in loss of recall rights.

5. At any time during the three (3) **year** recall period, a laid off employee may **opt** for **his/her** full severance **pay** entitlement. Once this election is made all recall rights **will** cease.
6. If at the end **of** the three (3) **year** recall period an employee has not been recalled or has not elected to **receive** severance **pay**, he/she will automatically **receive** the full severance pay entitlement.
7. An employee who is laid **off** and does not elect to accept severance payment shall **be** entitled to receive:
 - i) coverage under the Company's Health and Dental Plan for a period of six (6) months from the **date of** commencement of layoff or until the commencement of alternate employment whichever occurs first; and
 - ii) reimbursement for tuition **fees** and other associated expenses **up to a maximum of \$5000.00 upon** production of receipts from an approved educational program within **twelve (12)** months of his/her layoff; and
 - iii) outplacement services; the Company **will** determine the level of service and the service **provider,**
8. Persons on the recall list will be recalled for vacancies contained in their OGL's which **are** posted as per Article 10 and 11.16 prior to the selection of candidates to whom they are senior.
9. People on recall will have the first priority on a seniority basis for temporary positions in their OGL arising at their location which were not filled by any displacements. Where such **a** temporary position also represents **a** recall opportunity for **a regular-seasonal**, the position will **be** offered on seniority.

11.18 Wage Maintenance

When an **employee** displaces another employee and is reclassified to a lower-rated position, or when an employee is selected to a lower-rated vacancy pursuant to 11.16 they will receive **wage** maintenance. **His/her wage rate will** be adjusted downward in accordance with the following:

- (i) Employees with **two (2)** or more years' service will have their rate frozen for a period of three (3) months at which time a two percent (**2%**) reduction in **rate** will take **place**. Subsequent reductions of **two percent (2%)** will **take** place annually thereafter until the maximum rate for the **lower-rated** job is reached.

- (ii) Employees with less than **two (2)** years' service will **have** their rate frozen for a period of three **(3)** months, after which time their rate will be adjusted to **the maximum rate** for the **new** job,

11.19 Moving Expenses

Notwithstanding Part A, Item 23.0 the Company will not be required to **pay** the moving expenses of an employee householder who displaces another employee or is selected to a vacancy and as a result has a different **regular work** headquarters which is within reasonable commuting distance from his/her residence. Where an employee is entitled to receive moving expenses, the amount of **expenses will** be in accordance with Part A, Item 23.0. Such **moves will be treated** as Company-initiated moves.

Except as is provided for in 11.16, the Company will not be required to **pay** moving costs of an employee who is recalled from layoff,

11.20 Surplus Staff Joint Working Committee

The **parties agree** to establish a **Surplus** Staff Joint Working Committee. The Joint Team will **explore** retraining/reskilling opportunities within the Company. Prior to any running of Article 11 the Joint Team will explore the business **needs, reskilling** and retraining opportunities within the Company, tuition opportunities, outplacement opportunities, benefits continuance and any other issues that may arise. The intent is not to unduly compromise the existing rights of the employee but **to look** at the operational use of **Article 11** to deal more effectively with both business and employee decisions.

ARTICLE 12 PURCHASED SERVICES AGREEMENT

12.0 SCOPE

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

What follows is based upon the belief that **there is a value** and benefit to **the** employee, the Company and the customer if:

- **There** is a **greater** involvement by employees in the decision-making process,
- There is an improved understanding as to why purchased services are used.

- Employment security is enhanced by a productive, healthy, and cost effective organization.
- Union and Management **work** together and act responsibly, balancing the interests of the customer, the Company and **the** employee in decisions relating to the **use** of purchased services.

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

12.1 Assignment Of Work

12.1.1 Philosophy

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

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

12.1.2 Principles

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

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

- (h) We **will** develop, implement and continue a joint process of communications and education.
- (i) We will achieve consistency through the use of these principles versus policy and procedure.

12.2 Decision Process

12.2.1 Responsibility for Decisions

The persons who are responsible for **applying** the decision process are the Company representative with the **appropriate** decision authority and the Union representative designated by the Sector Vice-president. It is recognized that **a given** decision may require the involvement of more than these two (2) persons.

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

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

12.2.2 Opportunity

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

12.2.3 Definition of Need

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

12.2.4 Alternatives

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

12.2.5 Evaluation

The parties will evaluate the alternatives considering the impact on the customer, employees and the business, Such criteria as reliability of service to the customer, customer responsiveness, community impact, Company relations impact, job continuity, ability to perform **work**, **degree** of overtime required for the **work**,

availability of resources, cost, **timeliness**, quality, need for control over results, safety and impact on environment will be assessed.

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

12.2.6 Establishment of Thresholds

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

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

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

- subject matter **lacking** in substance; or
- **any** consequences **are** relatively insignificant; or
- where the nature or consequences of the **work** which represents a purchased service is remote from **work** currently performed by the **PWU** on a continuing basis. For purposes of clarity, this does not **mean** geographically **remote**; or
- emergencies; or
- any **work** performed under a manufacturer's warranty, except **where** the manufacturer authorized the Company to do the work.

Except in the case of an emergency, failure **by** the Company to supply the Union with the following information by **fax** or as otherwise **agreed** will result in the **work** in question being deemed to be above threshold. (In the case of emergency such decisions to use purchased services will be subject to the same information requirements, **review** and dispute resolution as non-emergency cases.)

The Company will notify the Union of the:

- Value of Work as reflected in Tender/Contract/Bid or Estimate Documents
- Scope of the Work

- Location of Work
- Estimated Date of Commencement and Duration of the **Work**

Except in the case of emergency, after **receipt of** the above information regarding the **work** the Union shall **have** three **(3)** working days to request an opportunity to discuss the proposed purchased service, failing which the proposed purchased service **will** be deemed to **be** below threshold.

The parties will **make** themselves available for discussion within three (3) working days of the **request** for a discussion.

Upon **request**, once **the work** has **been** performed the Company **will** provide the Union with the details of the final contract **costs**.

- Threshold grievances will **be** completed by the Chief Steward responsible for the **PSA** and presented to the line Management person responsible for **the work** in question.
- Line Management must respond in writing to the grievance citing its position within forty-eight (48) hours (as is required with all other grievances). Both parties should endeavour locally to complete a Record of Discussion form **or an** agreed statement of fact sheet.
- The **PWU office will** assign a **grievance** number. Copies of the completed grievance and associated fact sheets or Records of Discussion forms should be sent to the **PWU office** and Labour Relations - **Corporate** Human Resources,
- Grievances will be referred to Arbitration and scheduled through joint agreement between Labour Relations - Corporate Human Resources and the **PWU** office.
- If it makes sense to do so, local discussions may **take** place with a view to resolving the threshold grievance **up** to the arbitration date.

12.2.7 Dispute Resolution Process

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

decision not to purchase services. This applies to **all** cases including threshold cases.

12.3 Joint Resolution Committee

12.3.1 Purpose

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

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

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

12.3.2 Membership

The membership of the Joint Committee shall **be** as follows:

- (a) The **facilitator Mr. Teplitsky** who shall **act** as Chairperson;
- (b) One (1) Management and **one** (1) Union representative plus additional resources as required,
- (c) In the **event** of the parties not being able to reach a consensus decision the facilitator will have the power to **make** decisions. **Mr. Teplitsky will have** the authority to make such orders as he deems appropriate to give full affect to his decision(s) and to deal with any consequences his decision(s) might **have** in the workplace,
- (d) Where either party wishes to **proceed** with a Purchased Services discussion which is above threshold, the parties will endeavour to **complete** discussion within ten (10) days of **notice** to the Union in the prescribed form and that full resolution, including review by the **JRC**, will occur within thirty (30) days of notification,

12.4 Application of This Article

- 12.4.1** The parties **will** jointly develop and maintain **an** operating **plan** consistent with the provisions of this Article. Such plans will **be** approved **by** the appropriate Company official and the Power Workers' Union Vice-

President, Failure to jointly **develop** an operating **plan will** not adversely affect either party's rights under the provisions of this Article,

These operational plans will include:

- **An approach** for the development and delivery of joint training of decision makers.
- An identification of the type of contracts that are not subject to an in-depth **review**.
- **A guideline** for a time table on how often contracts of a recurring nature must be **reviewed** under this Article,
- A process for joint review of potential contracts which involve work normally performed by **PWU** represented employees and other stakeholders.
- A process and a time frame for decision **making**.
- **An** internal process for dispute resolution.

12.4.2 Management and Union **representatives** may choose to jointly **review** the application of their operating plan and determine the need for changes at any time over the life of this Agreement.

12.4.3 Until September 30, 2004, **Article 13, Article 14, Mid-Term Agreement IN-MID-12 Contracting Out, IN-MID-20, and Mid-Term Agreement IN-MID-14 Future Agency Employees are suspended,** Item 12.1 of this Article **will apply** to decisions regarding the use of **agency** employees,

ARTICLE 12 - APPENDIX A

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

1.0 JOINT EMPLOYMENT SECURITY COMMITTEE

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

The committee will consist of **six** (6) regular members, three (**3**) representing the Union and three (**3**) representing the Company. Two (**2**) additional members from each party may be added from a work unit affected by the surplus situation under consideration. Meetings **may** be called by either party.

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

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

2.0 EMPLOYMENT SECURITY

The provisions of this **Appendix** will **apply** to a regular employee with two (2) or more years' seniority who becomes surplus from his/her position as a result of contracting out the **work** normally performed by that employee. The effect of decisions to use purchased services on PWU members will **be** minimized by accommodating required staff reductions wherever **possible** by attrition, transfer to other jobs *or* retraining. Redeployment/career **counselling** will be **made** available to affected staff when they are notified of their surplus status. Training and career options will be discussed and incorporated into the redeployment plan. Reasonable training and educational leave will **be** applied as **appropriate**. The provisions of this Article will not **apply** to regular-seasonal employees, The definitions contained in Articles 10 and 11 will also apply to this Appendix,

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

2.1 Surplus Identification

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

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

2.1.3 The one (1) year period for **employees** with five (5) or more years' seniority and the **sixteen (16) week** period for employees with **two (2)** or more but less than five (5) years' seniority is designed to allow **employees** not selected to vacancies to **avail** themselves of the retraining and reskilling opportunities outlined in 2.0 prior to any displacement as per Article 11.

2.2 Wage and Salary Treatment

2.2.1 Seniority - Five (5) Years or More

The employee's **grade** and progression **step** shall be maintained **and** negotiated increases shall **apply** for one (1) year from the surplus **date** regardless of placement.

If the employee accepts a vacancy in a lower-rated classification his/her dollar rate shall **be** frozen at the end of the one (1) year until **the** rate for the classification equals the employee's dollar **rate**, at which time the normal **wage** and salary treatment shall apply.

2.2.2 Seniority- Two (2) Years - Less than Five (5) Years

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

2.3 General Conditions

2.3.1 Notwithstanding the provisions of this Article an employee **who** is within **five (5)** years of normal retirement or within **five (5)** years of eligibility for **undiscounted** pension when faced with displacement or layoff, with joint agreement **may** be given special consideration for worksite **protection/preference**.

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

2.4 Moving Expenses

Prior to Article 11 **applying**, **an** employee who is identified as surplus as per this **Appendix** and is required to relocate his/her residence shall receive moving expenses in accordance with the provisions of Part A, Item 23.0. Such moves will be treated **as** Company-initiated moves.

ARTICLE 13
EMPLOYMENT SECURITY PLAN⁶

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- 13.0 - Purchased Services
- 13.1 - Employment Security
- 13.2 - Joint Employment Security Committee
- 13.3 - Application
- 13.4 - Selection
- 13.5 - Wage and Salary Treatment
- 13.6 - Displacements
- 13.7 - General Conditions

13.0 PURCHASED SERVICES

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

13.1 Employment Security

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

The provisions of this Article will **apply to a** regular employee with **five (5)** or more years' seniority who becomes surplus from his/her position **as** a result of contracting out the **work normally performed** by that employee, The provisions of this Article will not **apply** to regular-seasonal employees.

Employees who become surplus for reasons other than contracting out will be entitled to Article 11 as applicable.

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

For the **purpose** of determining if the employee has sufficient seniority to qualify for **Article 13**, his/her seniority will be counted up to the surplus date.

⁶ This Article is suspended for the term of this Agreement.

13.2 Joint Employment Security Committee

The function of the Joint Employment Security Committee is to resolve disputes regarding the appropriate application of Article 13 versus Article 11.

The committee will consist of six (6) regular members, three (3) representing the Union and three (3) representing the Company, **Two (2)** additional members from **each** party may be added from **a work** unit affected by the surplus situation under consideration. Meetings may be called by either **party**.

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

In the event that the Joint Employment Security Committee is unable to resolve a dispute, it will be referred to an **expedited** arbitration process. **The** intention of both parties is to have a speedy resolution of the dispute. **A** list of arbitrators will be **agreed** upon **who are prepared** to meet on short **notice** (within seven (7) days) **and** to render **a** decision within **fourteen (14)** days, Verbal decisions will **be acceptable** and all decisions are final and binding on both **parties**.

13.3 Application

When **a** surplus is identified in a classification in **any** location, the least senior employee in the surplus classification in the location shall be declared surplus.

Employees will be notified, in writing, a minimum of three (3) months in advance of their surplus **date**, **A copy** of the notice shall be sent to the PWU office and the Chief Steward.

13.4 Selection

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

1. For non-supervisory vacancies, the senior qualified surplus regular employee applicant will be selected,
2. Placement opportunities will be filled from among the qualified surplus applicants so long as there are qualified surplus applicants. For selection to **a** placement opportunity in an equal classification (if **the equal** classifications have been determined at **the** time the application is made), the senior **qualified** surplus regular employee applicant will be selected.
3. Selections to supervisory positions will continue to be governed by Article 10.1.5(A) except when the **vacancy** is in the **same** classification **as** the surplus employee in which case the senior surplus applicant shall be selected.

4. If a surplus applicant is selected to a vacancy he/she **must** render his/her decision within three (3) **working** days of the offer being made. Failure to do so will **be** considered a rejection of the offer and **will** not affect his/her further treatment under this Article,

When there **are** no qualified **surplus** applicants, Management will assess the capability of the surplus applicants to become qualified in a reasonable period of time. Management will select from among those assessed to be qualifiable in a reasonable period of time.

Employees covered by this plan **will** be **given** surplus priority consideration from the **date** of notification until eleven (11) months after the surplus date. The selection priority will be the same as **detailed** in **Article 11.16.2** which are repeated here for ease of **application**.

The following applies for **equal** and lower-rated vacancies,

Each category **will** be considered independently and in **the order** indicated,

1. Surplus employees **represented** by the PWU and surplus managerial services **employees**⁷.
2. Employees who **were** required to displace someone in a lower classification as a result of being surplus and who **were** previously in the classification that is now vacant.
3. Persons on the recall list **whose** occupational group contains the vacant classification.
4. **As per Article 10.**

13.5 Wage and Salary Treatment

The employee's grade and progression step shall be maintained and negotiated increases shall **apply** for one (1) year from the surplus date or until the date the employee accepts a vacancy whichever comes first.

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

13.6 Displacement

If the employee has **not** been selected to a vacancy within one (1) year after the surplus date he/she will be given displacement opportunities available in **Article 11** and all other terms and conditions of **Article 11** will **apply**, **except** for Article 11.4.

⁷ Managerial services employees in this context means employees paid from salary schedule 16 with the following exceptions: security guards, fire and safety inspectors, first aid attendants, and project medical attendants.

All other provisions of Article 13 will cease to **apply**

13.7 General Conditions

An employee who is within five **(5)** years of normal retirement or within five **(5)** years of eligibility for undiscounted pension or **an** employee who is disabled to the extent that alternate employment will **be** difficult to obtain, may by agreement between the Company and the Union, be given special consideration when faced with displacement.

One **(1)** **year's** additional seniority shall be allowed Stewards and Chief Stewards for the determination of which **employees** are surplus within the electoral unit of **the** Chief Steward.

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

A surplus employee who is required **to** relocate his residence, shall receive moving expenses in accordance with the provisions of Part A, Section 23.0. Such moves will **be** treated as Company-initiated moves.

ARTICLE 14 EMPLOYMENT SECURITY AND WORK ASSIGNMENT⁸

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

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

At the **end** of each six **(6)** month period commencing January 1987, **the** Company **will** **prepare** a statement showing the proportions of **work** done by regular staff and make this information available to the PWU.

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

14.1 Work Assignment

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

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

ARTICLE 15 SUCCESSOR RIGHTS

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

The successor rights provisions **of** the applicable labour relations statute shall be incorporated by reference into this Collective Agreement. No Board of Arbitration established pursuant to the grievance and arbitration provisions of this contract has jurisdiction to **make any** decision within the jurisdiction of the Labour Relations Board and nothing herein is intended to affect the jurisdiction of the Labour Board to resolve disputes related to 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.

ARTICLE 16 DURATION OF THE AGREEMENT

This Agreement shall come into effect as of the 1st day of **October 2004**, and shall remain in **effect** until the 30th day of September **2007**, and thereafter from **year** to year unless terminated by written notice given by one of the parties to the other within a **period** of not more than two (2) months, but not less than one (1) month **prior** to the anniversary date.

In the event that either party **desires to** amend the Agreement but not to terminate the same, either **party** may, **by** notice in writing not **more** than ninety (90) days and not less than thirty (30) days before the anniversary date, serve notice of the **proposed** amendments and both parties shall thereupon commence to negotiate in good faith with a view to arriving at an agreement on the **proposed** amendments and

all provisions of the Agreement, other than those proposed to be amended, shall continue in full **force** and effect.

ARTICLE 17 -- TRANSFER OF EMPLOYEES ON CHANGE OF EMPLOYER

1. In this Article transfer shall mean any **sale**, lease, transfer or **any** other transaction between the Company and any other entity, by virtue of which the control over any **part** of the **Company's** business or assets becomes held by such **other** entity and **the** Company's employees become employees of **a** new employer.
2. The Company recognizes the importance of securing for employees opportunity for continuing employment with the **new** employer and **are** committed to using its best efforts in securing such opportunity for employees with the new employer.
3. Prior to the **new Company** commencing operations, the Company **and** the **new** receiving **company will define** the **scope** of **work**, the job classifications involved and the staffing required for each job classification together with employee category.
4. When such information has been **gathered**, the **PWU** and the Company **will** meet to review the staffing requirements and confirm the full-time equivalents together with the affected job classifications.
5. Based upon the step outlined in paragraph **4 above** and a current seniority list for the **affected** employees, **an** allocation will be made using the rule of "senior choice/junior force". This joint allocation will determine the staffing complement and employees allocated to the **new** employer.
6. The **PWU** and the Company will, prior to **a** new employer commencing operations, **ask** those selected employees, employed at the Company, their intention to continue employment with the **new** employer,

The Company and the **PWU agree** issues may arise with respect to employees **who** refuse ongoing employment opportunity with the new employer.

Therefore, the parties **agree** as follows:

- a) **At** a time selected by the Company, in consultation with the **PWU**, but no later than sixty (60) days before the new employer commences **operating the** business, employees at the Company will be asked to state in writing their intention to **accept** continuing employment with the **new** employer.
- b) The **PWU** and the Company will attempt to resolve all issues that **arise** upon the refusal **of** any **employee** to accept continuity **of work** with the **new** employer.

- c) If **there** is no agreement on issues relating to **employees** who decline continuing employment with the **new** employer, the issues will be submitted to **an** expedited mediation/arbitration process. Martin Teplitsky Q.C. **will** be **the** mediator/arbitrator. The mediator/arbitrator will have discretion to **make** any award that he considers fair and reasonable in all of the circumstances.
7. The Company agrees that it shall **provide** in writing to the PWU at the earliest possible time after selection of the **new** employer but in any event prior to the time period in **paragraph 6(a)** above, all available information relating to the new **employer** that is relevant to employees and that **is** not confidential.
8. Effective on the date the Company officially provides the PWU with a listing of the staff positions and numbers to **be** transferred to the new employer the following will **apply**:
- I. Subject to (III), an employee who successfully **applies** for a vacancy in the affected business shall thereafter **exercise** seniority rights within the affected business and will **have** no seniority rights enforceable outside the affected business notwithstanding any other provision of the Collective Agreement,
- II. Employees at the affected business may **apply** for vacancies outside the affected business in accordance with the applicable provisions of the Collective Agreement up to thirty (30) days prior to the scheduled date for closing of the transaction but not thereafter.
- III. **An** employee in the Company who is **declared** over-complement/surplus by the Company prior to **the date of** closing shall have full rights under Article 11.
- IV. Employees at the Company who are eligible for regular retirement or undiscounted retirement on or before the date of closing **of** the transaction to transfer shall be given **sixty (60)** days notice of their right to **make** an irrevocable election within that sixty (60) days and prior to the closing **date** to retire effective on the closing date. Should an employee **make** a decision to retire they will retire effective on the date of the closing and **receive a** lump sum payment **equal to** one (1) year's base salary. This amount will be paid as a retirement allowance. The employee **may direct** all **or** a portion of this payment into an RRSP **up** to the amount permitted by **law**. The employee shall provide the Company **with** the appropriate form **directing** the payment into his/her RRSP.
- V. If **the** Company needs to **replace the** services **provided** by the **new employer** and the Company is **still** accountable to provide these services **to** its Clients, those former employees will be given the opportunity to return **to** the

Company with their jobs, service, rights and entitlements intact. If any such employee was subject to wages, benefits and/or Pension Plan provisions that were more provident than this Collective Agreement, such wages, benefits and Pension Plan provisions will be red circled until such time as the related provisions in this Agreement are **equal** or better.

VI, If the new employer reduces the total complement **of** employees at the affected business which results in the permanent layoff of former Company employee(s), the employee(s) identified to **be** permanently laid off will **be** entitled to **apply** to **vacancies** existing within the original **Company**, having preference **over** new hires and exercising seniority rights **equal** to their original Company service plus service accumulated with the new employer.

9. An employee who is not afforded the opportunity for continuing employment by **the new** employer shall **have** full rights under Article 11.
10. The PWU agrees that no proceedings **will** be brought against the Company **claiming** the Company is a related **or** common employer with the new employer or **any** of the **new** employers related or subsidiary businesses so **long** as the relationship in the Agreement contemplated in **paragraph I** does not materially change.

11. Retraining/Reskilling

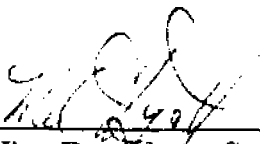
A Joint Team will be established to **explore** retraining/reskilling opportunities within the Company. Prior to any running of Article 11 the Joint Team will **explore** the business needs, reskilling and retraining opportunities within the Company, tuition opportunities, outplacement opportunities, benefits continuance and any other issues that may arise.

**Signed
Inergi LP**



Vice-President, Human Resources

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



Vice-President, Sector 3

appointed to execute this Agreement on behalf of the Union.

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PART A

GENERAL ITEMS

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PART A

GENERAL ITEMS

1.0 EMPLOYEE CATEGORIES

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

1.1 Probationary

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

1.2 Regular

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

1.2.1 Regular Full-Time

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

1.2.2 Regular Part-Time

The establishment of **a** regular part-time position is a joint decision of local management and the Chief Steward made in **a** spirit of trust and co-operation. The parties **will** ensure that regular part-time positions **are** appropriately used *to* maintain corporate effectiveness, not to split **a** regular full-time position.

Regular part-time employees are regularly employed on an **average** of twenty-four **(24)** hours **or less per week** calculated on a monthly basis. They are employed for a minimum of sixteen (16) hours **per month**. Regular part-time employees are treated as regular employees **except** where noted otherwise.

Pro-Ration Formula: The regular part-time employee benefit pro-ration formula is calculated based on the hours worked by the regular part-time employee expressed as a percentage of the normal scheduled number of hours for the classification. Where the number of regular part-time hours vary in a week it will be necessary to calculate this percentage **over** a jointly agreed upon extended period to get an accurate figure.

1.2.3 Regular - Job Share

Regular full-time employees interested in job sharing arrangements shall find an **appropriate** partner from the same work location with similar skills and the same or lower terminal rates. These employees must establish an acceptable arrangement between themselves before approaching Management with the request.

Upon attaining agreement between Management and the employees, the job share arrangement **will** operate for a trial six (6) month period. Following the **six (6)** month trial period, the arrangement **will**:

(a) be considered a temporary arrangement and be extended by a maximum of **six (6)** months ~~at~~ which time the arrangement will end,

OR

(b) be considered a permanent job share arrangement, **At** this time the vacated position will be posted and filled in accordance with Article 10. In the case of the permanent job share arrangement, the incumbents **are** required to remain in their arrangement until one (1) partner permanently leaves the job share. **At** that time, the other partner is required to assume responsibility for the full-time position on thirty (30) days' notice.

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

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

1.3 Temporary

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

For temporary full-time and temporary part-time employees, accumulated service shall mean the period **of** employment during which there has been no **break** in employment **exceeding** five (5) months.

1.3.1 Temporary Full-Time

Temporary full-time employees **work** the regular hours of the classification into which they are hired and may be engaged for up to **twenty-four (24)** months of accumulated service.

1.3.2 Temporary Part-Time

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

To ensure that temporary part-time **employees are properly** classified as temporary, an assessment is to be **made as** to the **regular** or temporary status of the position whenever the temporary part-time employee is **employed** for twelve (12) continuous calendar months. This assessment is subject to the grievance procedure.

This assessment is made based on the definition of a regular part-time position, i.e., the work is of a continuing nature with a minimum of sixteen (16) hours in a calendar month. If the position is **determined** to be temporary this will be conveyed to the Chief Steward (the **employee** should be given an end **date** and will remain temporary).

If the position is determined to be regular part-time, a joint discussion must **take place** as per the regular part-time provisions in the Agreement **prior** to the position **being** posted. If the incumbent's employment exceeds **twelve (12) continuous** months the incumbent will be given regular part-time status and the incumbent's seniority will be calculated on a **pro-rated** basis.

If as a result of the assessment **above**, the position is still temporary part-time at **the** twelve (12) month accumulated service mark one of the following options must **be** selected:

- 1) the job is posted as a regular part-time. This decision is a joint decision **as per** regular part-time provisions in the Agreement,
- 2) The Steward **agrees** to an **extension** of the temporary part-timer's service for a specific **period** and the **employee** retains temporary status.
- 3) The temporary part-timer is terminated.

Accumulated service applies to temporary employees. Such employees do not have either **seniority** or service credit.

1.3.3 Benefits

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

1.3.3.1 Vacations

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

¹ If an employee commences on January 20th and works any portion of a calendar month for 12 continuous months, they will have 12 continuous calendar months service on January 20th of the **following** year.

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

1.3.3.2 Statutory Holidays

Temporary employees will be entitled to statutory holiday pay provided that they have more than three (3) months' accumulated service.

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

1. **Have more than three (3) months' calendar service;**
2. **Have worked on at least twelve (12) days during the four (4) weeks immediately preceding the holiday;**
3. **Have worked on their scheduled regular day of work preceding and following the holiday.**

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

1.3.3.3 Floating Holidays

Temporary employees who have accumulated twenty (20) **weeks'** service in a calendar year will be entitled to three (3) floating holidays subject to the following:

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

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

- (a) If the employee has not qualified for entitlement in the previous year, he/she will have no entitlement in **the** current year. If he/she was **granted a** floating holiday under 4. above, *the* Company will recover one (1) day's pay for each floating holiday taken.
- (b) If the employee has qualified for entitlement in the previous year, his/her entitlement will be pro-rated based on the number of **weeks'** accumulated service in the **year** of termination. For example, an employee who terminates after accumulating **five (5) weeks'** service in the year would be entitled to 5/20ths of three (3) days.

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

In no case will an employee be entitled to more than three (3) floating holidays or floating holiday credit in a calendar year.

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

1.3.3.4 Sick Leave Entitlement

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

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

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

The Company will pay one hundred percent (100%) of the Ontario Health Insurance Plan premium for temporary employees **who have** four (4) months' accumulated service.

1.3.4 Additional Benefits for Temporary Employees with 12 Months or Greater Accumulated Service

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

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

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

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

1.3.5 Notice of Termination

When the employment of a temporary employee is terminated for other than cause, he/she is entitled to one (1) week's notice in writing if his/her period of employment is three (3) months or more.

2.0 REGULAR STATUS

Appointments to regular status are contingent on satisfactorily meeting the Company's medical requirements.

- 1. Probationary employees must serve a minimum of three (3) months on probation. If service is satisfactory, they may be accorded regular status at that time, A period of not more than three (3) more months can be used as a further period of probation if it is needed. At the end of this further period, employees must either be made regular, transferred to another position or dismissed. Regular part-time probationary employees must serve up to six (6) calendar months on probation.**
- 2. Where it can be foreseen that full-time work at a location within the PWU's jurisdiction will be ongoing for more than a twenty-four (24) month period or full-time work at a location has been ongoing for a twenty-four (24) month period, the full-time position will be posted and filled as a regular position in accordance with Article 10. Gaps of two months or less in continuity of the full-time work will not limit the employer's obligation to post and fill said position,**

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

Once a temporary employee has attained twenty-four (24) months of accumulated service he/she shall be granted regular full time employee status, In such circumstances the employee's position will be considered a vacancy and posted. If the former temporary employee is not selected to this vacancy he/she will be declared surplus in accordance with Article 11.

No later than eighteen (18) months after the commencement of work by a temporary employee, or a combination of temporary employees performing work in the same Classification at a location, the Employer shall notify the Union of its intention to (a) post and fill full time regular position(s) in the appropriate classification or (b) lay off the temporary employee within the next six (6) months.

Should the Employer select option (b) above, no temporary employee will be hired to perform work in that classification at that location for the next six (6) months. Upon agreement of the Union this period may be reduced on a case by case basis to a period of no less than three (3) months.

3.0 ANNIVERSARY PROGRESSION

Progression dates shall be calculated from the date of appointment or promotion to the position. Subsequent salary adjustments shall be on anniversary dates except as otherwise specified on the appropriate wage schedule.

NOTE

- (a) The progression date for a **regular** part-time employee who works on average fifty percent (50%) or more of the base hours of the full-time classification for **the** year will be at the completion of one and one-third years of service.
- (b) **The** progression date for a regular part-time **employee** who works on average less than **fifty** percent (50%) of the base hours of the full-time classification for the **year** will be at the **completion** of two (2) years service.

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

3.1 Withholding Progression (Unsatisfactory Performance)

If an employee fails to **make** satisfactory **progress** his/her progression may be withheld for a period of six (6) months. (eight (8) months for a regular part-time employee **working** fifty percent (50%) or **more** of the base hours; **twelve** (12) months for regular part-time employee working less than fifty percent (50%) of the base hours.)

In **taking** this action **the** Company shall provide the **employee** with one (1) month's notice and the reason for the withholding.

The performance of **an** employee **whose** progression has been withheld as above will be reviewed within seven (7) months (nine (9) months for a **regular** part-time employee working **fifty** percent (50%) or more of the base hours of the classification and fourteen (14) months for regular part-time employee **working** less than fifty percent (50%) of the base hours **of the classification**). If progress **and** general performance **are** found to be satisfactory, progression shall be granted. If not, the employee shall be either transferred or dismissed.

If **at the** time of this **review** the employee's **progress** and general performance were found satisfactory and if **six** (6) months after the **review** his/her performance has continued to be satisfactory, he/she may be granted the next **step** in his/her progression.

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

If an employee in a recognized hourly-rated training program has not reached the **acceptable level of performance** his/her progression may again **be** withheld in accordance with **the above**, Progression to the **journey person** or job **rate** will not be delayed by more than **six** (6) months,

3.2 Deferral of Progression (Absences from Work)

When an employee has been absent from **work** for a period in excess of three (3) months, **excluding approved** vacation, his/her progression **may** be deferred without prior notice for a **period of time** not to exceed the length of **the** absence. Subsequent progression dates may be adjusted accordingly.

3.3 Relief Progression Time

Employees who perform relief, acting, temporary or rotation time in a position for three (3) calendar months or more will **have** that time and satisfactory progression associated with that position counted toward their progression. Such time and subsequent relief, acting, temporary or rotation time will be cumulative, provided **there** is not a **break** of **twelve (12)** months or more between relief, acting, temporary or rotational periods, Once an employee has accumulated enough time to proceed *to* the next step under the constraints mentioned above, they will **move** to **the** next appropriate step as per their **wage** schedule. In the event the employee is successful to a vacancy in the same classification, their relief time **will** be counted towards their progression,

4.0 RETROGRESSION POLICY

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

4.1 Where Applicable

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

Any retrogression for medical reasons is subject to ratification by the Company appointed Physician.

2. Retrogression shall not **apply** where:
 - (a) **An** employee has less than ten (10) years' established service credit.
 - (b) The change to the lower-rated job is made **at** the request of the employee to escape heavy **work** or responsibility or for personal reasons.
 - (c) The change to the lower-rated job is made necessary for unsatisfactory job performance due to causes other than in Section 4.1(1.).

NOTE

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

4.2 Wow Applied

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

1. A new rate ~~for~~ the **employee will** be calculated **at** the time the employee is retrogressed. This is calculated by adding to the **base** rate of the **new** classification **an** additional **two** and one-half percent (2.5%) (except as specified below) **of** the differential between the base for the new job and the **base rate** for **the** employee's former job for each year **by** which **his/her** continuous **service exceeds** ten (10) years at the time of transfer. For regular part-time employees, the new rate is calculated on an hourly basis. For **employees** with twenty-five (25) or more years of service, where the reason for retrogression is one of 4.1(1)(a) or (b), **five** percent, (5%) is used in the calculation instead of two and one-half percent (2.5%).

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

2. The reduction in rate will **take** place **in** steps each amounting to but not **exceeding** approximately four percent (4%) of **his/her** former base rate. (Hourly rate for **regular** part-time employees,) **The** first step shall occur three (3) months after he/she has been transferred to **the** new job, The subsequent steps shall occur **at six** (6) month intervals until the rate determined in 4.2(1.) **has** been reached.
3. **Where** the **retrogressed employee** is unable to do the job to which he/she has been retrogressed and demotion to another job is necessary, the rate for this new job shall be based on the differential between the base rate **of the** original job **from** which he/she has been **retrogressed and** the base **rate of** his/her **new** job.
4. While retrogression is in progress and after retrogression is completed, increases in **pay** that occur will **be** applied only to the base rate for the **new** job and the retrogressed employee will only **receive** a benefit when the base rate for **the** new job **exceeds** his/her adjusted rate.
5. It shall be the responsibility of each **Human Resources Consultant** to advise the Union in writing when any employees are placed on retrogression. This information will be provided to the Union as **soon** as

possible but **in** any case before the reduction in rate specified in 4.2(2.) takes place.

4.3 Special Provisions

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

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

3. **If**, in the opinion **of** the **LTD Review** Committee, an employee is retrogressed because of a serious injury that resulted from an on-the-job accident with the Company, he/she will have his/her wages maintained until he/she is eligible for an undiscounted pension. This provision will apply to **all** regular employees regardless of service.
4. **An** employee with **ten** (10) years' service who is retrogressed because of a muscular-skeletal repetitive strain injury or injury arising therefrom, which is deemed **compensible** by the WSIB and relates to his/her **working** conditions with the Company will have his/her wages maintained until eligible for an **undiscounted** pension. The wage rate will be frozen thereafter.

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

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

5.0 SERVICE CREDIT

5.1 Introduction

This item defines **service** credit and describes the basis for calculating service credit for **all** purposes **except** those of the Pension Plan which are covered in the Inergi LP Pension Plan Rules.

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

5.2 Service Credit Calculation

In most cases the service credit of a **regular** employee is that employee's seniority. The **exception** to this can be found **in** Article 10.1.2 where **an** employee who is appointed to a position within the **PWU** jurisdiction from a bargaining unit, which restricts seniority to its own membership, has **his/her** seniority limited to service within the **PWU** bargaining unit.

Seniority applies to **regular**, regular-seasonal, and probationary employees only.

Temporary employees have accumulated service only,

Service credit will not be granted for absences without **pay** of greater than thirty (30) days with **the** exception of:

1. Normal and Extended Pregnancy/Parental/Adoptive **leave**.
2. Elected Union officials absent on Union business.
3. Medical leave of absence,
4. Time off in lieu of overtime **worked**,

5.2.1 Regular Employees

Service credit shall be the period of employment with the Company and any service restored as **per** Part A, Item 5.3.

5.2.2 Temporary Full-Time and Part-Time Employees When Granted Regular Status

When temporary employees are granted regular or regular-seasonal status, service credit shall be granted for all previous **full-time service** and on a pro-rata basis for all part-time service.

5.3 Restoration of Service Credit

Regular employees who terminate and are **re-employed** to a continuing position shall have their service credit restored. Proof of past service must be provided **by** the employee in the first sixty (60) days of re-employment unless the Company is capable of providing the proof within the first sixty (60) days of re-employment. They shall not be required to serve a further probationary period. No service credit will be allowed for the **period between** termination and re-employment. Regular employees who were formerly employees of Ontario Hydro shall have their service credit restored **as** per Article 10.4.

Former regular employees who are rehired **for** temporary full-time or temporary part-time assignments will not be granted **regular** status upon rehire. Former regular-seasonal employees will retain regular-seasonal status when rehired for a temporary assignment, within one (1) **year** of their last termination date,

5.4 Restoration of Previous Service for Pregnancy Leave

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

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

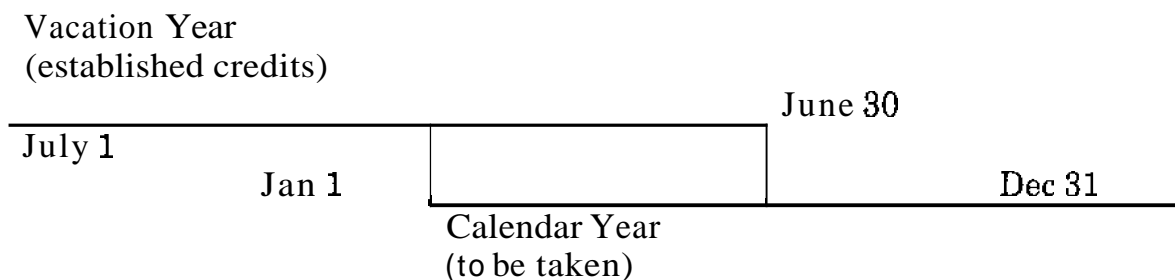
6.0 VACATIONS

6.1 General Policy

Whenever possible, vacations **will** be granted at dates requested **by** the employees, but in **view** of the Company's **role** in providing **a** vital service at all times, the Company reserves the right to determine the dates when vacations may be taken.

6.2 Relationship between Vacation Year and Calendar Year

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



6.3 Vacation Entitlement

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

Definition: The *Employment Standards Act* states that every employer shall give to each employee a vacation with **pay** of at least two (2) **weeks** upon the completion of each twelve (12) months of employment. The amount of **pay** for such vacation shall not be less than an amount equal to four percent (4%) of the wages of the employee in the twelve (12) months of employment for which the vacation is given.

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

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

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

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

Regular Employees

A regular employee shall be eligible for a vacation of

Less than One (1) Year's Service by June 30th: One (1) **working** day for each full month of service completed between June 30th of the previous year and July 1st of the current year up to a maximum of two (2) **weeks** (ten (10) **working** days).

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

For One (1) Year and Less Than Three (3) Years' Service: Ten (10) **working** days (two (2) **weeks**) annually. Vacation **pay** shall equal ten (10) days' base earnings or four percent (4%) of accumulated wages, whichever is greater.

For Three (3) to Seven (7) Years of Service: Fifteen (15) **working** days (three (3) weeks) annually when an employee has completed from **three (3)** to seven (7) years of service by the end of any calendar year, Vacation **pay** shall equal fifteen (15) days' base earnings or four percent (4%) of **accumulated wages** whichever is greater.

For Eight (8) to Fifteen (15) Years of Service: Twenty (20) working days (four (4) weeks) annually when an employee has completed eight (8) to fifteen (15) years of service by the end of any calendar year. Vacation pay shall equal twenty (20) days' base earnings,

For Sixteen (16) to Twenty-Four (24) Years of Service: Twenty-five (25) working days (five (5) weeks) annually when an employee has completed sixteen (16) to twenty-four (24) years of *service* by the end of a calendar year, Vacation pay shall equal twenty-five (25) days' base earnings.

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

NOTE

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

For Twenty-Five (25) or More Years of Service: Thirty (30) working days (six (6) weeks) vacation in the calendar year in which he/she completes twenty-five (25) years of *service*, and in each succeeding year.

Vacation Bonus

In the calendar year in which a regular employee completes:

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

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

Regular Part-Time Employees

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

Probationary Employees

A probationary employee shall be entitled to a **vacation** of **one (1) working day** for each full month of service completed between **June 30th** of the previous year and **July 1st** of the current **year** up to maximum of two **(2) weeks** (ten **(10) working days**),

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

Temporary Employees Made Regular

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

Temporary Employees

For less than one **(1)** year's accumulated service: Entitled to a cash vacation allowance of four percent **(4%)** of all accumulated wages,

6.4 Special Provisions and Allowances

6.4.1 Deferment or Interruptions of Vacations

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

When an employee is called **back** from vacation or when an employee's vacation is cancelled at the request of the Company, the employee shall receive premium rates of **pay** for all normal hours worked on cancelled vacation days for which seven **(7)** calendar days' notice has not been given up to a maximum of seven **(7)** calendar **days.**

NOTE

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

6.4.2 Statutory Holidays and Vacations

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

6.4.3 New Employees

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

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

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

6.4.4 Re-engaged Employees

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

6.5 Postponed Vacations

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

1. Where it is mutually agreeable, the employee may carry-over a maximum of one (1) week's vacation to the following year (to be taken by April 30th of that following year). Request for carry-over must be made prior to September 1st.
2. Under special extenuating circumstances (as identified in Subsections 6.4.2, 6.5.2 and 6.5.4), application for postponement or carry-over of more than one (1) week's vacation may be made to the respective director, or official of equivalent rank, but the vacation must be completed by April 30th of the next year.

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

6.5.3 An employee who becomes ill while on vacation shall not be placed on sick leave until after termination of the vacation. Under exceptional circumstances in case of very serious illness, sick leave may be granted at the discretion of the Company appointed Physician. The employee would then be entitled to the unused portion of his/her vacation after recovery from the illness.

Minor illnesses and injuries may cause some degree of discomfort or disability to an employee while on vacation. Yet for the most part, these do not necessitate complete removal from the vacation setting or loss of the beneficial effects of the holiday. However, when an employee on vacation

becomes seriously ill or injured and as a result must be removed from vacation setting entirely, **he/she** should be entitled to sick leave.

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

The decision to transfer from vacation to sick **leave** must be based on reliable medical evidence **and** made by the Company appointed Physician. **All cases** of requests for such consideration should be referred to the Company appointed Physician without **exception**.

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

6.6 Vacation Payment on Termination

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

The payment **will** be based on:

1. Four percent (**4%**) of accumulated wages for an employee entitled to the pro-rated amount of ten (10) working days annually.

NOTE

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

2. Six percent (6%) of base earnings to date for an employee entitled to fifteen (15) **working** days annually.

3. Eight percent (8%) of base earnings to date for an employee entitled to twenty (20) working days annually.
4. Ten percent (10%) of base earnings to date for an employee entitled to twenty-five (25) working days annually,
5. Twelve percent (12%) of base earnings to date for an employee entitled to thirty (30) working days annually.

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

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

7.0 STATUTORY HOLIDAYS

7.1 Recognized

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

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

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

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

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

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

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

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

1. Have more than three (3) months' accumulated service;

2. Have **worked** on at least **twelve (12)** days during the four (4) weeks immediately preceding the holiday;
3. Have worked on their scheduled regular day of work preceding and following the holiday.

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

7.2 Sick Leave Credits

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

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

8.0 FLOATING HOLIDAYS

Regular, regular-seasonal and probationary employees who **have** accumulated twenty (20) **weeks'** continuous service in **any** calendar year will be entitled to three (3) **floating** holidays subject to the following:

1. Floating holidays **may** be **taken** on such days **as** the **employee** and hisher supervisor mutually **agree** upon, following reasonable advance notice on the **part** of the **employee**.
2. Floating holidays shall not be carried **over** into the following year unless **work** considerations prevent the employee from taking the **floaters(s)** in the year of entitlement.
3. Where the employee is unable to reach mutual agreement with his/her supervisor to **take his/her** floating holiday(s) before year-end because of absence due **to** illness (except when exhausting sick leave prior to **LTD**) unused floating holidays will be assigned on the last **working** day(s) of the year.
4. Where an employee falls **sick** on hisher scheduled floating holiday, that day will not be charged against hisher sick leave credits, but shall be treated as a floating holiday for **pay** purposes.
5. Regular **and probationary** employees may **take** their floating holiday(s) before accumulating twenty (20) **weeks'** service in a **calendar year**.

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6. Regular part-time employees are entitled to three (3) floating holidays upon completing twenty (20) **weeks** of service. Pay treatment for the three (3) days is on a pro-rata basis (Ref. Part A, Item 1.2.2).
7. Entitlement on Termination: If the employee terminates after having accumulated twenty (20) **weeks'** service in the calendar year, the Company will **make a cash** payment in lieu of any **unused** floating holiday credit.

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

- (a) If the employee has not **qualified** for entitlement in the previous year, he/she **will** have **no** entitlement in the current **year**. If he/she was granted a floating holiday under 5. **above**, the Company will recover one (1) day's **pay** for each floating holiday taken.
- (b) If the employee has qualified for entitlement in the previous year, his/her entitlement **will be** pro-rated based on the number of **weeks'** accumulated service in the **year** of termination. For **example**, an employee who terminates after accumulating five (5) **weeks'** service in the **year** would be entitled to 5/20ths of three (3) days.

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

In no case will an employee **be** entitled to more **than** three (3) floating holidays or floating holiday credit in a calendar year.

9.0 SPECIAL TIME OFF

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

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

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

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

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

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

9.2 Payment for Time in 9.1

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

1. If employees are normally scheduled to **work** and **are** required to work on such a **day**, they shall be **paid** straight time for such **work** within normal scheduled **hours** and given **equivalent** time off with **pay, up** to a **maximum** of normal scheduled hours, within the following **six (6)** months.
2. If employees are not normally scheduled to **work** on such a day and are **required to work**, they shall be **paid** at the rate normally paid for overtime **work**,
3. Eligible shift employees on a seven (7) day coverage basis whose normal scheduled **day** off falls at such designated time, shall **be** allowed equivalent time off **with pay**, within the following **six (6)** months.

9.3 Treatment for Vacation

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

9.4 Remembrance Day

This section was originally created to allow employees paid time off on Remembrance Day for those who served in **the** armed forces of Canada, Great Britain or their allies during World War II, the armed forces of the United Nations in Korea from 1950 to 1953, and the Allied Merchant Marine from 1939 to 1945. This no longer **applies** to any active employees.

The parties agreed during 2000 negotiations that, in honour of those current and past retirees and their families, the paragraph above will **be** maintained in the Collective Agreement in recognition of their contributions and sacrifices.

9.5 Sick Leave Credit

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

10.0 LEAVE OF ABSENCE

10.1 With Pay

Occasionally, **an** employee will be in a situation where there is no reasonable alternative to being absent from **work** for personal reasons. Sometimes the **employee** will, at the same time, be committed to considerable additional **expense**. Provision is

made so that the Company may ameliorate the hardship to the employee which may result.

10.1.1 General

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

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

10.1.2 Bereavement

A regular employee may **be** released from duty for a period up to **five (5)** days without reducing base earnings in the **event** of the death of **a** member of the immediate family including **parent, step-parent, parent-in-law, brother, step brother, brother-in-law, sister, step sister, sister-in-law, husband, wife, son, step-son, son-in-law, daughter, step-daughter, daughter-in-law, grand-parents, grandparents-in-law and grandchildren.** In the **event** a regular **employee** is on **approved** vacation, the employee's vacation day may **be** transferred to **bereavement** leave.

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

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

NOTE

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

10.1.3 Annual Training for Reserve Forces

A regular employee who serves with the Reserve Force of the Canadian **Armed** Forces and can **be** spared from **work may** be granted leave of absence in order to attend annual training.

The employee will **be paid** the difference between **the** gross amount **received** from the Department of National Defence for the full training **period** and base earnings for the period of absence, The employee will **be** required to furnish his/her supervisor **with a**

statement from the commanding officer of the reserve unit, showing the amount received from the Department of National Defence for the training period.

10.1.4 Legal Hearings

Base earnings **will be** maintained **when** an employee is called for jury duty or is subpoenaed to **appear** in court as a witness **except** in cases involving inter-union jurisdictional disputes.

10.2 Equivalent Time Off Without Pay

Employees who have **worked** overtime may be granted one (1) hour off for each hour **worked**, without **pay**, in increments **of** not less than **one-half** day, provided the employee requests the time off and the workload permits,

10.3 Family Leave

An employee may take up to ten (10) unpaid days per year for the purposes of providing family care to an immediate family member, This benefit **will not be pyramided with any legislated benefits under the *Employment Standards Act* or other legislation.**

11.0 PREGNANCY/ADOPTION/PARENTAL LEAVES

11.1 General Provisions

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

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

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

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

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

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

Two (2) **weeks'** notice is required for such a leave, **except** as noted in 11.2.2. The commencement **date** can be **advanced** or delayed upon the giving of a further two (2) weeks notice. Similarly, the termination date can **be** advanced or delayed upon giving four (4) weeks notice.

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

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

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

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

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

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

The granting of extensions to the normal ninety (90) day acting **period** for positions **vacated** by an employee on **pregnancy/adoption/parental leave** shall be automatic. The Union Chief Steward shall be advised of **all** cases **where** this subsection **applies**,

11.2 Pregnancy Leave - General

Prior to commencing **pregnancy leave**, the female employee must indicate in writing her desire to return to work **following** her pregnancy.

The *Ontario Human Rights Code* requires the employer to accommodate the needs of pregnant **employees** in the **workplace**, **unless** to do **so** would **cause** undue hardship to **the** business. If a pregnant employee is unable to **work** in her regular **work** location because of the possible radioactivity **level**, her normal base rate of pay **will** be maintained during the **period** of relocation.

11.2.1 Duration of Leave

An eligible female **employee** may **apply** for pregnancy **leave**, to commence after the **22nd week** of pregnancy for a duration of **up to seventeen (17) weeks**.

The **pregnancy** leave of an employee **who** is not entitled to take parental leave ends on **the** later of the day that is **seventeen (17) weeks** after the pregnancy leave began or the **day** that is **six (6) weeks** after the birth, still-birth or miscarriage.

NOTE

Female employees who are the parent of a child are entitled to parental **leave** in addition to pregnancy **leave**, Parental leave is described in 11.5. Unless otherwise mutually agreed, parental leave must immediately follow the pregnancy leave unless the child has not come into the custody, care and control of the parent for the first time.

11.2.2 Physician's Certificate

When a **female employee** applies for **pregnancy** leave she must provide her supervisor with a **certificate** from her physician stating that she is pregnant and giving the estimated date of **delivery** at least two (2) **weeks** prior to the date she plans to commence the leave.

In the case of a female employee who stops working **prior** to the commencement of her scheduled leave because of a birth, still-birth or miscarriage that happens earlier than the **employee was** expected to **give** birth, that employee must, within **two (2) weeks** of stopping **work**, give her supervisor:

- (a) written notice of the **date** the **pregnancy** leave began or is to begin; and
- (b) a certificate from a legally **qualified** medical practitioner that states the **date** of the birth, still-birth or miscarriage and the date the employee was **expected** to give birth.

When a **female employee** resigns without notifying her supervisor that she is pregnant and she has not **applied for** pregnancy **leave**, but within **two (2) weeks**

following her resignation, **provides** her supervisor with a certificate from her physician stating she **was** unable to perform her job duties because of a medical condition arising from her pregnancy and **giving** the estimated or actual delivery date, she shall be entitled to pregnancy **leave** if it is requested.

NOTE

The supervisor should obtain the **advice** and assistance of the Company appointed Physician if clarification is required.

11.2.3 Pregnancy and the Sick Leave Plan

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

11.3 Legal Adoptions - Primary Care-Giver

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

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

11.4 Benefits Under the Supplementary Unemployment Benefit Plan for Regular Employees

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

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

1. **Two (2) weeks at ninety-three percent (93%)** of the employee’s **base pay**.

2. **Up to fifteen (15) additional weekly payments dependent on the length of his/her EI entitlement, equivalent to the difference between the unemployment insurance benefits the employee is eligible to receive and ninety-three percent (93%) of the employee's base pay.**
3. **In the case of a legal adoption, in addition to the Supplementary Unemployment Benefit Plan payments, the primary caregiver shall receive the equivalent of ninety-three percent (93%) of two (2) weeks base salary in the thirteenth and fourteenth weeks of the leave.**
4. **Other earnings received by the employee will be considered so that the total combination of SUB, EI benefit and other earnings will not exceed ninety-three percent (93%) of the employee's base pay.**

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

- (a) **that he/she will return to work and remain in the Company's employ for a period of six (6) months from the date of return to work;**
- (b) **that he/she will return to work on the date of the expiry of her pregnancy leave or his/her adoption leave, unless the employee is entitled to another leave provided for in this Agreement; and**
- (c) **that the employee recognizes that he/she is indebted to the Company for the payments received if he/she fails to return to work as per the provisions of Subsections (a) and (b).**

11.5 Parental Leave

11.5.1 General

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

11.5.2 Duration of Leave

Employees eligible for parental leave may take this leave beginning not later than fifty-two (52) **weeks** of **the** child being born or coming into **care**. Unless otherwise mutually agreed females on pregnancy **leave** wishing to **take** a parental **leave** must commence parental **leave** immediately following the end of the pregnancy **leave** unless the child has not come into custody, care and control of the parent for the first time. The duration of this leave is up to **thirty-five (35) weeks**.

Employees **who** wish to take this leave must **give** the Company two (2) weeks' notice in writing prior to the date the leave would begin and four **(4) weeks'** notice of the date the leave will end if they **wish** to terminate the leave prior to **thirty-five (35)** weeks following the date the **leave** commenced.

11.6 Service Credit

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

12.0 DISABILITY BENEFITS AND INCOME PROTECTION

12.1 Sick Leave Plan

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

The Company's Sick Leave Plan will provide that probationary and regular employees will commence with a credit of eight (8) days at one hundred percent (100%) and fifteen (15) days at seventy-five percent (75%) **pay**, payable from the first day of sickness, This credit **will continue** to be available until the employee attains his/her first annual accumulation date as a regular **employee**. **At** the time of this accumulation **date** and each subsequent accumulation date he/she will **acquire** additional credits of eight (8) days at one hundred percent (100%) **pay** and fifteen (15) days at seventy-five percent (75%) **pay**. The accumulation of credits **will be** subject to **the** provisions of the Company's **Sick Leave Plan**.

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

Normally employees will **be** expected to arrange routine medical or dental appointments during non-working hours. Where such appointments cannot be **arranged** during non-working hours and the employee can **be** released from his/her duties, then **the** time shall be charged against an employee's sick leave time.

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

In situations where Inergi LP requests a doctors' **note**, Inergi LP will **cover** the cost of **such** note to a maximum value of \$20.00 **per** instance.

Inergi LP will **cover** the payment for a Major Medical **Absence** Report to a maximum **value** of \$50.00 **per** instance. Management may **waive** the requirement for a Major Medical Absence Report.

Once a member has exhausted one hundred percent (100%) **sick** leave they can use their vacation to **top up** (no adverse affect **on LTD**).

12.2 Long Term Disability

12.2.1 General Provisions of LTD Plan

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

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

DEFINITIONS:

LTD Qualifying Period - The qualifying period is defined as the period **six (6)** calendar months from the starting **date** of the employee's continuous **absence** due to disability; **or a total of six (6)** months in accumulative authorized medical absences in the year prior to the date **sick leave expires** due to, the same progressively deteriorating disability; or the expiration of sick **leave whichever is** longer.

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

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

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

NOTE

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

100

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

Where an employee has been retrogressed to a lower-rated job for medical reasons and within **two** (2) years (not including **the** LTD qualifying period) begins receiving a monthly income under the LTD Plan for reasons directly related to the original medical condition, the base earnings **used** to compute **the** LTD monthly income payment shall be **the** current **rate** of the **employee's** original classification.

Exceptions and Limitations to the LTD Plan

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

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

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

1. If the disability is due to mental disorder, any period while the employee is not under the continuing **care** of a certified psychiatrist or **other** care authorized by the employee's psychiatrist,
2. If the disability is due to substance abuse, alcoholism **and/or** drug addiction any period in which the employee is not certified as being actively supervised by and **receiving** continuing **treatment** from a rehabilitation centre or a provincially designated institution.

3. The period during which the employee is on leave of absence, including Pregnancy Leave of Absence, The **LTD qualify** period begins on the date the employee is **expected** to return to work from that leave of absence.

12.2.2 Benefits While on LTD

1. **Service Credit:** Service credit shall not continue while the **employee** is in receipt of LTD benefits. Upon return to work, service credit shall be applied as per Item 12.2.4.
2. **Vacation Credit:** Any outstanding vacation entitlement for a person going on LTD will be paid in cash upon **expiry** of sick leave. The cash payment will be calculated on the **base earnings at** the expiration of **sick** leave for the pro-rated days of vacation entitlement, any outstanding lieu days, any outstanding floating statutory holidays, and banked time for forty (40) hour per **week** employees. No vacation entitlement, floating holidays, or banked time for forty (40)hour **per week** employees **accrues** while a member is in receipt of LTD benefits.
3. **Vacation Credit During Rehabilitation Employment:** Vacation credits will be earned based on the hours **worked** and the employee’s vacation entitlement multiplied by the corresponding percentage listed below, These credits **will be paid** in cash in the last **pay** period of the year if not used by December 31st, **or** upon return to regular employment, or upon termination.

Vacation Entitlement (Based on <i>Service Credit</i>)	Percentage of Accumulated Earnings/Hours Worked
10 working days or less annually	4%
15 working days annually	6%
20 working days annually	8%
25 working days annually	10%
30 working days annually	12%

4. The Company health and dental **coverage** premiums continue to be maintained by the Company.
5. **The Company Pension Plan:** The employee’s membership in the plan continues. Upon **expiry** of sick leave, the requirement for **employee** contributions is waived. An employee is not required to **make** contributions to the plan while he/she is receiving LTD benefits. The retirement pension continues to accumulate, Years of service continue to accumulate for entitlement to rights and benefits under the Pension Plan.
6. **The Company Group Life Insurance Plan:** Commencing the first day of the month following **the** end of the qualifying **period for** LTD benefits, an

employee will continue receiving the same insurance option during receipt of LTD benefits as that in force prior to **such** receipt. **An** employee who is in receipt of LTD benefits is not required to **make** Contributions to the Group Life Insurance plan.

7. **Sick Leave Entitlement:** Upon receipt of the memorandum from the Company **appointed** Physician **recommending** that the employee **should** make application for LTD benefits, entitlement to accumulate or restore sick leave credits shall **cease** on the **day** following the next accumulation date provided that it falls within the **qualifying period**.
8. **Union Dues:** Upon **expiry** of sick leave an employee's Union dues shall cease.
9. **Employee status will** continue with respect to maintaining redress rights to contractual provisions.

12.2.3 Recurring Disability After Return to Regular Work

If, on return to regular employment after receiving disability benefits, a subsequent period of disability **recurs** within **six (6)** months and is related to the cause of the **previous** disability, the **following** shall **apply**:

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

12.2.4 Individual Returns to Regular Employment

1. **Service Credit:** Continuous, service recommences **upon** return to **work** and service credit accumulated prior to the date of receipt of LTD benefits **will** be added to it. In addition, for employees returning to **regular** employment within the first two (2) years in receipt of LTD benefits, full **service** credit will be granted for that period as well, It should be **noted** that **seniority** for all employees in **receipt** of LTD benefits continues to **accrue** during the period they are in receipt of LTD benefits.
2. **Vacation Credit:** The employee will start earning vacation credit based **on** total service credit.
3. **The Company Health and Dental Coverage:** Premiums continue to be maintained **by** the Company.
4. **The Company Pension Plan:** Employee contributions recommence.
5. **The Company Group Life Insurance Plan:** Employee contributions recommence.

6. **Sick Leave Entitlement:** Eight (8) days at one hundred percent (100%) and fifteen (15) days at seventy-five percent (75%) pay shall be immediately credited. On the first accumulation date, restoration of sick leave credits will take place based on the total service credit. It is recognized that this provision is subject to the provisions of recurring disability as defined in Section 12.2.3.
7. **Union Dues:** Union dues recommence.

12.2.5 Termination of LTD Benefits

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

1. The date the individual ceases to be totally disabled or engages in any occupation for wage or profit except as permitted by the Rehabilitative Employment Clause.
2. The date the individual reaches age 65.
3. The date the individual fails unreasonably to furnish proof of the continuance of such total disability, or fails to submit to an examination requested by the Plan's medical advisors, At that point all LTD benefits will cease and the employee will be terminated.

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

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

12.2.6 Indexation

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

12.3 Rehabilitation and Re-employment

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

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

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

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

12.4 Workplace Safety and Insurance Board Payments

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

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

12.5 Supplementary Grant

12.5.1 Definition of Supplementary Grant

The supplementary grant is an amount equal to the difference between the WSIB award and the **employee's** normal earnings after income tax deductions,

NOTE

WSIB award for this section **excludes** permanent impairment awards granted for accident dates prior to January 1, 1990, Non-Economic Loss Awards or Older Worker Supplements.

The employee's earnings for **the purpose** of **calculating** the supplementary grant will include only regular scheduled hours for **a normal week**,

The supplementary grant will be such an amount as to maintain the employee's normal net **pay**.

NOTE

Such **a** grant **will** not include payments for shift bonus, relief pay, overtime or premium hours **or other** payments which are not applicable when the employee is absent from and not available **for work**.

12.5.2 Who Receives the Supplementary Grant

The supplementary grant will be made only **to** probationary and regular employees.

Employees who **are** receiving Workplace Safety and Insurance Board benefits for claims or injuries suffered while in the employ of an employer other than the Company are required to notify the Company of **being** in **receipt** of those benefits in order to qualify ~~for~~ the supplementary grant. These **employees will** not be **eligible** for sick leave while receiving Workplace Safety and Insurance Board benefits that qualify for the supplementary **grant**.

12.5.3 Responsibility for Payment

The responsibility for payment will be in accordance with The Standard Authorities - Payroll Documents.

12.5.4 Withholding the Grant

The **award** of the supplementary grant should not be withheld unless there is strong **evidence** of gross negligence or **obvious** misconduct on the part of the injured **employee**. The supplementary grant will be withheld if the employee is not **co-**operating in the Early and Safe Return to **Work** Process or **a** Labour **Market** Re-entry Plan or refuses a medically suitable position.

Authority for withholding the grant is vested in directors in consultation with Human Resources and Compensation and Benefits.

12.5.5 Payment While in Receipt of WSIB Award

An employee in receipt of Total Temporary Disability (TTD) benefits will receive the supplementary grant for the entire **period**. Upon notification of the amount of the **FEL award and/or LOE award** the Company agrees to **pay** supplementary grant monthly on the **FEL award and/or Loss of Earning (LOE) award** for a maximum of twenty-four (24) months. **Any workers'** compensation payments in excess of the **FEL award and/or LOE award**, excluding the Non-Economic Loss (**NEL**) award, shall be considered part of the **FEL award and/or LOE award** for purposes of calculating the supplementary **grant**. Upon **request**, the **employee** shall be paid out **any** outstanding vacation entitlement while payments are being processed.

For employees on **rehabilitative** employment the total compensation of **FEL and/or WSIB Award** plus rehabilitative earnings plus the Company supplementary grant shall not exceed one hundred **percent** (100%) of the current rate of the **pre-disability job**.

If after twenty-four (24) months in receipt of supplementary **grant** and a **FEL award and/or LOE award** the employee is still unable to return to **work**, he/she shall be placed on **sick leave**. The employee will continue to **draw** from his/her **sick leave bank** on a daily basis at the **rate** of half a **day** if the amount **equal** to the supplementary grant is equal to, or **less** than four (4) hours, and a full day if the amount equal to the supplementary grant is greater than four (4) hours per day. While on **approved sick leave**, however, the benefit level will be adjusted so that the total of any **WSIB award** and the **sick leave** benefit shall not **exceed** the employee's current base rate. Upon **expiry** of sick leave, if the employee is still unable to return to **work**, he/she shall qualify for **LTD** less any award, pension entitlement **and/or** any supplement from the Workplace Safety and Insurance Board (**excluding NEL award**) and/or the Canada Pension Plan.

12.6 Waiver of Posting or Selection

If at any time an individual who is in receipt of **LTD** or Workplace Safety and Insurance Board benefits is capable of returning to any further service with the Company or if a medically suitable position becomes **available** for an employee **who** is medically restricted while at **work** or on **sick leave**, the Company will request, and the Union shall normally grant a **waiver** of posting or selection after considering all medically restricted employees eligible under the Rehabilitation and Re-Employment Policy.

13.0 HEALTH INSURANCE PLANS

13.1 Regular Employees, Pensioners and Regular Employees Receiving Workplace Safety and Insurance Board Payments

Subject to the condition that employees enroll their spouse and dependent children, the Company agrees to **pay** one hundred percent (100%) of the premiums for:

(the following plans which forms **part** of this Collective Agreement)

Exception: Regular part-time employees shall be eligible for Health Insurance Plan coverage. Such employees **will** be required to **pay** costs of premiums (**except OHIP**) based on hours not worked divided by the regular hours of the classification. If he/she elects not to **pay**, coverage **will** not be provided.

1. **OHIP** - Covers medical and standard ward hospital services.
2. Supplementary Plan - **Covers semi-private** hospital services.
3. Extended Health Benefit Plan - **Coverage** details are contained in **the** current brochure entitled "Extended Health Benefits for Inergi LP".
4. **Group** Dental Insurance Plan - Coverage details are contained in the current brochure entitled "Supplemental Group Dental Benefits for Inergi LP".

An employee may voluntarily discontinue coverage in plans 2., 3. and 4. Upon re-entry, and depending upon the terms of each plan, a waiting period must be satisfied before *services* will be covered. This would not apply to changes relating *to* marital/dependents status.

Effective January 1st of each year of the Collective Agreement, dentist fees **will be paid up to the** amounts shown in the current ODA Fee Guide,

13.2 Probationary Employees

The Company will pay one hundred percent (100%) of all claims and fees for **all** probationary and regular employees **who are covered by** the **Semi-Private** Hospital Accommodation Plan, Extended Health Benefits Plan and Dental Plan. Coverage will commence on the employee's Established Commencement Date and will **cease** on the employee's termination date.

The Company will **pay** one hundred percent (100%) of OHIP premiums commencing **the** second month of employment.

14.0 PENSION AND INSURANCE

Employees have the option to purchase 4X or 5X life insurance at no cost to the Company and at rates and conditions established by the insurance company.

Effective October 1st 2004:

- **The company will ensure there is a reciprocal pension agreement between Inergi LP and New Horizons Systems Solutions.**
- **Probationary Employees will have the option to join the Pension Plan commencing the first of the month following hire.**
- **Employees may elect to continue to contribute to the pension plan beyond 35 years of service. The Company must be advised in writing, of such an election, at least 60 days prior to entering their 36th year of service.**

NOTE

As a result of **Re-Opener** Negotiations and the subsequent **Tepitsky Award** dated June 15, 1998 and 2000 Negotiations, several revisions were made to the Ontario Hydro Pension Plan which were incorporated in the **Inergi LP Pension Plan**,

The changes include:

Notional Account

In consideration for the Rule of 82, changes to indexing, and changes to survivor benefits each as described below, the **Notional Account** will be eliminated in respect of all members, former members and beneficiaries of the plan and the elimination shall be confirmed by the obtaining of **all** necessary orders (including an order varying the order of **Mr. Justice Trainor** dated November 4, 1991).

The Union will **take**, on an expeditious basis, all steps as may be **required** in order to obtain the necessary **orders** and will support Hydro in any steps Hydro may be required to take. Each party shall bear its own costs.

Rule of 82

Effective July 1, 2000, any **member** who on the **date** of retirement is **represented by the Power Workers' Union** may, on or after the first day of the month in which the sum of the member's age in years and years of continuous employment is **equal** to or greater than eighty two (82), **receive a pension that is one hundred percent (100%) of**

the member's earned pension computed in accordance with the rules of the Pension Plan, in particular, **rule 6**.

Indexing

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

Changes to indexing as described in this section are subject to the condition precedent that the National **Account** will be eliminated for all members and former members and confirmation thereof by order as **set out above**.

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

Survivor Benefits

Effective July 1, 2000, pensions of survivors of members or former members who on the date their employment **ceased were** members of the Union shall **be** based on **sixty-six and two-thirds percent (66 2/3%)** of **the** member's pension rather than sixty-four percent (64%) of the member's pension,

Contribution Holidays

Contribution holiday – Given the current financial state of the plan, there **will be** no continuation of the contribution holiday by Inergi **LP** in the **new Inergi LP** Pension Plan.

Management **agrees** that **prior** to any employer contribution holiday the **PWU** will be notified and discussions will **be** held between the parties to allow the **PWU** to identify any possible changes or modifications to the Pension Plan.

14.1 Changes to the Pension Plan

14.1.1 The **present Inergi LP** Plan forms **part** of this Collective Agreement. The pension portion of the Plan is generally described in the current brochure "**Your Hydro Pension Plan**", Changes to the **plan** affecting employees within the jurisdiction of **the** Union shall be subject to the following:

1. Subject to 2, **Inergi LP** shall not make rules which would change employee benefits unless upon mutual consent,
2. In the event *of* the enactment of any general pension legislation **applicable** to the employees of **Inergi LP**, amongst others, **Inergi LP** may, after notification to the Union, effect amendment of the **Inergi LP Plan** **provided** that **the** combination of benefits resulting from the **Inergi LP Plan** as so amended and such legislation will not be less in the aggregate than the benefits now provided.

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

14.2 Pension Plan

14.2.1 The interest rate on contributions returned to terminated employees will be calculated as set out in the **Inergi LP Pension Plan**.

14.2.2 Integration **with Other** Benefits: Pension disability to be discontinued upon implementation of **LTD Plan**. Those **presently** on pension disability to continue under the **existing** provisions.

14.2.3 In recognition of proposed benefit improvements the Union agrees that the **value** of any **EI rebate** shall **accrue** to **Inergi LP**.

14.2.4 Early Retirement - Without Discount

1. Effective January 1, 1981 employees with the following age/service combinations may **retire** early with no loss of **accrued** benefits:
 - **Age 60** or over with **25 years' service**,
 - **Age 59** or over with **26 years' service**.
 - **Age 58** or over with **27 years' service**.
 - **Age 57** or over with **28 years' service**.
2. Employees may retire without discount when their age and years of continuous service equals **eighty-two (82)** or more.
2. Employees who do not **qualify** for an unreduced **early** retirement pension under 14.2.4(1.) or 14.2.4(2.) may retire without discount after completing **thirty-five (35)** years of continuous service.

Early Retirement Discounts

Table 1		Table 2		Table 3	
All employees with 25 or more years' continuous service (except females hired prior to 1976)		All employees with 15 or more but less than 25 years' continuous service (except females hired prior to 1976)		Female employees hired prior to 1976 with 15 or more years' continuous service	
Age	Percent Discount	Age	Percent Discount	Age	Percent Discount
55	15	55	25	50	25
56	12	56	22	51	22
57	9	57	19	52	19
58	6	58	16	53	16
59	3	59	13	54	13
60	0	60	10	55	10
61	0	61	8	56	8
62	0	62	6	57	6
63	0	63	4	58	4
64	0	64	2	59	2
65	Normal Retirement	65	Normal Retirement	60-65	Normal Retirement

NOTE

The above factors apply to employees who do not otherwise qualify for undiscounted early retirement pension.

14.2.5 Early Retirement - With Discount

1. The early retirement discount factors shown in Table 1 are for employees with twenty-five (25) or more **years'** continuous service (except females hired before 1976) who do not qualify for undiscounted early retirement pension.
2. **All** employees who terminate and **vest** their pension **will** be entitled to **the** same early retirement discount as set out under 1. above provided they had completed twenty-five (25) years' continuous service by the date of their termination.
3. The early retirement discount factors shown in Table 2 **apply** to all employees **who** have fifteen (15) or more but less than twenty-five (25) years' continuous service, except females hired before 1976.

4. The early retirement discount factors shown in Table 3 **apply** to all female employees hired before 1976 who have fifteen (15) or more years' continuous service and do not qualify for an undiscounted pension.

14.2.6 Transfer of Pension Credits Between Reciprocal Employers and Inergi LP

Providing **the** reciprocal employers agree, the pension credits may be transferred to and from the reciprocal employer and **Inergi LP** if the affected employees have fully vested their pension credits with the former employer and **were** hired by Inergi LP/reciprocal employer within three (3) months of the termination **date**. This provision **allows** retroactive application,

14.3 Group Life Insurance

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

1. If the change is effective on or between the first calendar and the first fiscal day of the month, eligibility is established for the given month.
2. If the change **is** effective on any other day of **the** month, eligibility is established for the next month.
3. Group Life Insurance (The Group Life Insurance Plan forms part of this Collective Agreement).

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

14.3.3 Spousal and Dependent Life Insurance

Effective July 1, 1994, **eligibility** under the Spousal **Life** Insurance Program in place as of **April 1, 1994 will be** extended to PWU represented employees. **Effective July 1, 2001, eligible dependents will be** eligible for life insurance coverage on the same basis as the Spousal Life Insurance Program at no cost, to the Company.

15.0 RETIREMENT

15.1 Bonus and Outstanding Vacation Payments on Retirement

1. **An** employee who has completed ten (10) years of continuous employment, shall be given, on **retirement, a** cash bonus **equal** to one (1) month's **pay**. (**In** the case of a regular part-time employee, the one (1) month's **pay will be pro-rated as per Part A, Item 1.2.2**).

2. The employee on retirement shall also be given a cash payment for any outstanding vacation credits. The cash payment **will** be on the same basis **as** outlined in Part A, Section 6.6 - Vacation Payment on Termination.
3. If required by the Company to postpone his/her vacation for the year immediately prior to retirement, **he/she** shall receive a cash payment for that period. No payment shall be made for unused vacation for **any** other years.

15.2 Retirement While Ill

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

15.2.1 Sick Leave Grant Extends to or Beyond Retirement Date

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

15.2.2 Vacation Credit and Bonus Extends to or Beyond Retirement Date

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

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

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

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

15.2.4 Unused Vacation Credit for Preceding Year

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

16.0 REDUCED HOURS OF WORK FOR EMPLOYEES WHOSE NORMAL HOURS OF WORK ARE FORTY (40) PER WEEK

Effective **April 1, 1994**, the base **work** week for **39.5** hour per week employees was reduced to **39.0** hours per week,

1. The normal scheduled and paid hours of **work** will remain at forty (40) per week.
2. Overtime rates **will be paid** for **all** hours in excess of normal scheduled hours,
3. This **banked** time may be **taken** on such days as the employee and his/her supervisor mutually **agree** upon following reasonable advance notice on the part of **the** employee.
4. **Banked** time may be taken off in a minimum of half-day (i.e., four (4) hour) increments.
5. **Banked** time accumulated in a calendar year must be taken by April 30th of the following year.
6. Where the employee is unable to reach mutual agreement with his/her supervisor to **take** his/her banked time entitlement (**except** when exhausting sick leave prior to LTD as noted in Part A, Item 12.2.1), unused banked time entitlement will be assigned on the last working day(s) prior to **April 30th**.
7. Where an employee **falls** sick on his/her scheduled **banked** time off, that day will not be charged against his/her **sick leave** credits, but shall be treated as banked time off for pay purposes.
8. **Banked** time will not accumulate for any **period** of **unpaid leave** exceeding forty (40) consecutive scheduled hours. Scheduled days off will not be considered as breaking the consecutive nature of scheduled hours. Banked time will accumulate during a paid **leave** of absence and Pregnancy/Adoptive/Parental Leave.

9. When an employee terminates or when an employee is reclassified to a job where the normal hours of **work** are less than forty (40) hours per week. **unused** banked time **will be paid** off at straight time rates,

16.1 Alternate Hours of Work Arrangements

In the interests of promoting organization effectiveness whilst meeting the needs of employees, the local Chief Steward and the **appropriate** management designate may agree to Hours of **Work** Arrangements for a **work group** or crew other than the normal scheduled **hours/days** for purposes of using **up** banked hours only. Either party with reasonable notice may cancel or request a change to **the** hours of **work** arrangement. Where **banking** of time is the **agreed** upon arrangement, the provisions of 16.2 will **apply**.

The following organization effectiveness criteria will be considered to determine which hours of work arrangement including **banking** time is appropriate.

- (i) Where possible, hours should **be** arranged to allow more flexibility for employees,
- (ii) Productivity levels overall will be maintained.
- (iii) Cost effectiveness, **e.g.**, impact on overtime, staff levels.
- (iv) Requirement for job coverage,
- (v) Effective **work** flow and interface among work units.
- (vi) **Level** of service to external and internal customers,

16.2 Where an alternate hours of **work** arrangement has not been agreed to in 16.1, the employees will continue to **work** forty (40) hours per **week**, banking one (1) hour **per week** at straight time subject to the following:

- 1. The normal scheduled and paid hours of **work** will **remain** at forty (40) per **week**,
- 2. Overtime rates will **be paid** for all hours in *excess* of normal scheduled hours.
- 3. Bearing in mind organization effectiveness and with reasonable advance notice on the part of the **employee**, this banked time may **be** taken on such days as the employee and his/her supervisor mutually **agree**. Banked time must be taken by **April** 30th of the following year,
- 4. **Banked** time for shift **workers** shall be rescheduled as part of the time balanced schedule. Should the parties affected **by** a particular schedule mutually agree **otherwise**, the **banked** days may be **scheduled** outside the shift schedule.

5. **Banked** time may be taken off in a minimum of half day (i.e., four (4) hour) increments. By mutual agreement fewer hours may be taken off to accommodate abnormal situations,
6. Banked time **will be** calculated on a calendar basis. **At** that time bank time credits **will be** calculated and adjusted accordingly. Note: This represents a **change** in the period used for calculating banked time (i.e., from **April 1st – March 31st**). Employees will not earn more or lose time as a result of this transition.
7. Where the employee is unable to reach mutual agreement with his/her supervisor to **take his/her banked** time entitlement (**except** when exhausting **sick** leave **prior** to **LTD** as noted in Part A, Item 12.2.1), unused **banked** time entitlement will be assigned on the last working day(s) prior to **April 30th**.
8. 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,
9. **Banked** time will not accumulate for any **period** of unpaid leave exceeding forty (40) consecutive scheduled hours. Scheduled days off will not be considered as breaking the consecutive nature of scheduled hours. Banked time will accumulate during a paid **leave** of absence, and pregnancy leave and **parental leave**.
10. When an **employee** terminates or **when** an employee is reclassified to a job **where** the **normal** hours of **work** are less than forty (40) hours per **week**, unused **banked time** will be paid off ~~at~~ straight time **rates**.
11. Within the calendar year, banked time may be taken off prior to it being earned. If an employee leaves a banked time arrangement having taken more time than time earned, the employee will **pay back** the unearned amount *by* one of the following methods:
 - i) vacation or floating holidays, and where applicable statutory **holiday** credit;
 - ii) payroll deduction - the employee may be **required** to **provide** written authorization for **payroll** deduction.

17.0 PAYMENT FOR ALLOWANCES

17.1 Temporary Instruction

17.1.1 Daily Allowance

An allowance of \$30.00 per day or part of a day will be paid to an employee withdrawn from his/her normal duties for **up to a maximum** of thirty (30) consecutive working days, to **prepare for and/or** to deliver classroom instruction or group demonstration.

Instructors assigned beyond thirty (30) consecutive **working days will** be compensated **at** the regular Training Technician rate (Grade 65, Step 5), or six percent (6%) more than the **individual's** normal base rate whichever is greater.

Temporary Instructor requirements anticipated to exceed **five (5)** months in duration but not **greater** than eighteen (18) months shall **be** posted as Temporary Instructor vacancies (as per Article 10). Compensation **will be at** the regular Training Technician rate (Grade 65, Step 5), or **six** percent (6%) more than the individual's normal base **rate** whichever is greater.

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

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

This allowance would not **apply** to:

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

18.0 HEADQUARTERS

18.1 General

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

18.2 Definitions

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

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

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

NOTE

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

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

18.3 Establishment of Headquarters

18.3.1 Work Headquarters

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

Notice Period - Overnight Absence at Temporary Work Headquarters: In the event an employee *is* assigned to **temporary** work headquarters and overnight absence is required, five (5) **working** days' notice will be **given**. Notice **will not be** required where emergent conditions exist.

Penalty: Failure to provide notice as above will require payment of **premium**³ rates for **work** performed from the temporary **work** headquarters until the notice period has expired. This provision does not **apply to** travelling crews,

18.3.2 Residence Headquarters

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

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

³ Time and one-half for four hours, double time for next four hours.

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

NOTE

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

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

NOTE

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

18.4 Change of Headquarters Upon Transfer

18.4.1 Advice of Headquarters

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

18.4.2 Notice of Transfer

When employees with more than one (1) month's service are transferred and a **change** of residence headquarters is involved, a minimum of one (1) month's written notice shall be **given**. This shall not **apply** in the case of **an** employee being transferred as a result of an advertised vacancy or as a result of the **Worksite** Redeployment clause of Article 11.0.

18.4.3 Duration of Stay in New Residence Headquarters

Householder: A **change** in residence headquarters will not be made for a householder unless it would **appear** that he/she will be located at the new residence headquarters for a **period** of at least six (6) months.

Living in Trailers: For those **employees** living in household trailers, moves for lesser periods than **six (6)** months may be authorized **at** the discretion of the division or region concerned, bearing in mind the distance and economics involved.

19.0 TRAVELLING TIME OUTSIDE NORMAL WORKING HOURS

When a supervisor directs employees to travel between one **work** centre and another **work** centre, they shall be entitled in **any** calendar day to payment for travelling at **the** appropriate premium rate in accordance with conditions governing overtime **up** to

a maximum of the number of hours which constitute a normal **work day** subject to the following:

1. Overtime will be **paid** when employees are required to drive a Company vehicle outside normal working hours unless being used exclusively for their **own** personal transportation.
2. When travelling by public transportation, travelling time shall be considered *to* include waiting periods beyond the employee's control **up** to a maximum of five (5) hours; both **preceding**, during and subsequent to the travelling **period**, but **excluding** meal periods (one (1) hour each) occurring during the waiting period.
3. When a berth or overnight accommodation is allowed and available, compensation shall not **be** made between 2300 hours and 0800 hours, nor shall the time spent for noon and evening meals (one (1) hour each) be subject to compensation.
4. Normally selection interviews **are** conducted during employee's normal working hours. **However, where** it is unavoidable, and an interview is scheduled outside an employee's normal working hours, additional payment **will** be made **at** straight time **for each** hour spent in interviewing or travelling up to **a maximum of** a normal day's basic pay for each day involved.
5. No compensation for travelling time outside **the** normal working hours shall be made in the following circumstances:
 - (a) **For the** first three (3) hours travelling time each **way** when directed by his/her supervisor to attend a training course **away** from his/her normal **work headquarters** for **five** (5) days or more. Payment for periods beyond the first three (3) hours will be at straight **time** rates **up** to maximum of **a** normal day's basic pay.
 - (b) For attendance at conventions (except where it is part of the employee's normal function).
 - (c) When **a** change of residence headquarters and related transfer *is* involved, the employee will normally travel during normal working hours without any loss of base **pay**. If the employee is required **to** travel **on a regular day** off, payment for travelling time will be made at straight time up to a maximum of the number **of** hours which constitute **a** normal **work** day.
 - (d) On periodic return to residence headquarters resulting from a permanent transfer, as outlined in Section 23.12.

- (e) For a **new** employee reporting to some administrative centre or station for instruction or training before reporting for work *at his/her* new location.
6. Where the Company normally provides transportation facilities between residence headquarters and **work** headquarters for normal daily hours an employee **required** to **work** extension overtime **will** be provided free transportation to the residence headquarters.

NOTE

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

20.0 COMPENSATION AT TEMPORARY HEADQUARTERS

The company may assign work directly to employees at Temporary Headquarters if the duration of the assignment is five (5) consecutive days or less. These short term assignments are not to be used back to back and may not exceed ten (10) days total in a three (3) month period.

For assignments greater than five (5) consecutive days, Management will solicit volunteers with the necessary skills for assignments to temporary work headquarters. Volunteers will be the first to be assigned to temporary work headquarters. If there are insufficient volunteers with the necessary skills within one (1) working day, Management will assign temporary work headquarters on a rotational basis in order of seniority (e.g., senior choice/junior force basis). These assignments will be distributed as equitably as possible over time.

The employees scheduled hours per work week will not be changed or reduced as a result of these assignments unless mutually agreed by the employer and employee, The Union reserves the right to challenge these decisions.

All travel between assignment locations will be completed on paid employer time during normal scheduled hours,

20.1 Travel Outside of Residence Headquarters

When employees are **directed** to **work** at a **temporary work headquarters** which is outside of their residence headquarters, and when such headquarters is within a reasonable distance of their residence headquarters, the employee may wish to commute daily rather than remain at the temporary **work** headquarters. When

commuting is mutually agreeable, the employee may claim a daily travel expense on the following basis:

1. Where the temporary **work** headquarters is less than forty (40) road kilometres from the **regular work** headquarters: - \$13.00.
2. Where the temporary **work** headquarters is forty (40) road kilometres but less than fifty-six (56) road kilometres from the **regular work** headquarters: - \$15.00.
3. Where the temporary **work** headquarters *is* fifty-six (56) road kilometres but less than eighty (80) road kilometres from the **regular work** headquarters: - \$20.00.
4. Where the temporary **work** headquarters is eighty (80) road kilometres but less than one hundred five (105) road kilometres from the **regular work** headquarters: - \$26.00.
5. Where **the** temporary **work** headquarters is **one hundred five (105) road kilometres** or more from the **regular work** headquarters: - \$31.00.

The daily travel **expense** shall **apply** only when it is in the Company's and the **employee's** interest to continue residing at home during such temporary changes in headquarters. **Under** these circumstances, employees **are required** to be **at** their temporary **work** headquarters at normal starting time and remain until normal quitting time,

In addition to this daily **travel expense**, the **employee** shall be:

1. Paid for time **spent** travelling on the first trip when the **work** headquarters is changed **and** the last **trip** when he/she returns to his/her **regular work** headquarters.
2. Entitled once every two (2) **weeks** to payment for actual time spent travelling at straight time up to a maximum of three (3) hours each **way** between temporary headquarters and **regular work** headquarters.

While an employee is in receipt of benefits under Section 20.1, he/she will not be entitled to any of the provisions as set forth in 20.3.

20.2 Travel – Compensation When Assigned to Temporary Work Headquarters – Outside Residence Headquarters

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

Having due regard to the nature, importance, and length of the job and when practicable, the Company shall, within reasonable limits, reimburse the **employee** for

expenses incurred in returning to his/her residence headquarters once each **week**, If **an** employee chooses to remain at the temporary **work** headquarters, the Company will **pay** the lesser of the cost of meals and accommodation or the cost of the return trip to his/her regular **work** headquarters.

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

Entitlement will be for the duration of the transfer (subject to postponement as per 20.6.2 below).

All travel time associated with return to **regular headquarters** will be outside the employee's scheduled hours of **work**. The employee will be **entitled** to payment for actual time spent travelling at straight **time** to a maximum of eight (8) hours **each way**.

20.4 Assignments to Training Courses

Employees assigned to **temporary work headquarters** for training courses of five (5) days or more will **be compensated** for expenses incurred in returning to his/her residence headquarters once each **week**.

No compensation shall **be** made ~~for~~ the first three (3) hours of travelling time **each way**, Payment for periods beyond the first three (3) hours will be at straight time rates up to a maximum of a normal day's basic **pay**.

20.5 Expenses – Outside Residence Headquarters

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

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

When employees **are required to work away** from their normal headquarters **for** three (3) consecutive days or more in a **week**, they shall be entitled to claim \$20.00 in compensation for laundry and long distance telephone calls home.

20.6 Qualificationsto Above Policy

The **return** trips mentioned in Section 20.3, will be granted subject to the following conditions:

20.6.1 Scheduling of Trips

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

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

20.6.2 Postponement of Return to Residence Headquarters

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

20.6.3 Use of Company Vehicles

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

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

When transportation by Company **vehicle** is not **provided**, the equivalent of public transportation costs or the standard **kilometre** allowance, whichever is lesser, will be authorized **by** his/her supervisor for an employee **who** chooses to use **his/her own** car instead of **public** transportation for **himself/herself** alone or for carrying other employees as passengers.

20.6.4 Isolated Locations

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

NOTE

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

20.7 Alternative to Return to Residence Headquarters

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

20.8 Travel Inside Residence Headquarters

When employees **are** directed to report for **work** at normal starting time at a temporary **work** headquarters which is within their residence headquarters, they will be paid a daily **travel** expense equivalent to the return road **kilometres** between the temporary **work** headquarters and the regular **work** headquarters, computed at the current standard **kilometre rate**. This travel expense will be paid each day the employee **works** at the temporary **work** headquarters, In addition to this daily travel expense, **the** employee shall be paid for time spent **travelling** on the first trip when the **work** headquarters is changed and the last trip **when** he/she returns to his/her regular **work** headquarters.

20.9 When employees are directed **to work** at a temporary **work** headquarters as in Section 20.1 or 20.8 and the Company provides a vehicle for daily transportation, the **above** daily travel expenses shall be reduced by fifty percent (**50%**).

21.0 METROPOLITAN TORONTO BOUNDARIES

For purposes of payment of travelling allowances the boundaries of Metropolitan Toronto, for Company purposes, shall conform to the Toronto metropolitan **area** boundaries as recognized by the municipalities constituting Metropolitan Toronto.

NOTE

This does not affect other special settlements relative to moving **allowance**, meals, **etc.**, presently in effect within the metropolitan **area** of Toronto.

22.0 KILOMETRE RATES

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

1. The **rate** paid **per kilometre** is related to changes in the Private Transportation Index component of the Consumer Price Index of **Canada**.
2. The **rate** of forty cents **per kilometre** will take effect on June 1, 2000.
3. Future increases of one cent per kilometre will occur with each additional ten percent (10%) point increase from the base figure of 31.5 (1992 CPI = 100) in **accordance** with the formula described in a letter of agreement between The Company and the Union dated May 25, 1983.

4. Conversion factor is 1 mile = 1.6 kilometres.
5. A decline in the **index** below the level of a previously surpassed trigger point for two or more consecutive months will result in a reduction in *the* paid rate to the **appropriate** amount.
6. The **effective date for any new kilometre rate triggered** by this indexing formula will be the first of the month following the month in which the index is published.
7. The additional payment for hauling **household** trailers will be nine cents **per kilometre**. The payment for hauling smaller trailers (camper, **ski-doo, boat, etc.**) will be three cents **per kilometre**.
8. The above rates will **apply** on a province-wide basis.

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

23.0 TRANSPORTATION AND MOVING EXPENSES

23.1 General

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

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

23.2 Notice of Transfer

Refer to Section 18.4.2.

23.3 Transfer of Temporary Employees

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

NOTE

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

23.4 Appointment of New Probationary Employees

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

NOTE

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

23.5 Transfer of Regular Employees

The following instructions **will apply** to **all** regular employees subject to the following limitations: In the case of **regular part-time** positions, expenses for employees **will** be **pro-rated** based **on** the hours of the position into which **they** are moving **except** for moves governed by Article 11.20 in which case Part A, Item 23.0 **applies** in **whole**.

Householders: When the residence headquarters of a regular employee, who is a householder, is changed and the employee's work headquarters is moved fifteen (15) kilometres further from his/her home and such employee has moved his/her household at least fifteen (15) kilometres closer to his/her new **work** headquarters, the Company will **pay** the cost of:

NOTE

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

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

NOTE

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

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

Board and Lodging: The Company will also **pay** the expenses or board and lodging allowance for the employee as applicable under Part A. Section 23.15.

Part C, Job/Field Clerks: Moving expenses will only be paid when there is a minimum of **six (6)** months' **work** available at an established **work** headquarters or on a special project for these employees who **are** householders.

NOTE

For regular employees living in household trailers, moves for lesser periods of time than **six (6)** months may be authorized by the department head or construction manager concerned. In this connection the distances and economics must be carefully considered.

Incidental Out-of-Pocket Moving Expenses: Employees may claim a \$4,500 allowance for miscellaneous out-of-pocket expenses required by the move. The requirement for supporting receipts and taxability of the **allowance will** be governed by Accounting Service Procedures.

Lease Termination: The Company will **pay up** to the maximum of two (2) months rent towards the actual cost in terminating a lease.

Time off for Move: If regular employees who are householders **are** required to move their household to new residence headquarters on a regular scheduled day of **work**, they shall be granted **one (1)** day off with **pay to** assist in the move.

NOTE

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

Non-householders: When the residence headquarters of a regular employee **who** is a non-householder is **changed**, the cost of transporting the employee **will be paid**. A director, at his/her discretion, may authorize actual moving expenses to a maximum of \$500.00 or a lump sum payment of \$500.00 towards the cost of moving personal effects, including furniture. No reimbursement will be made for incidental out-of-pocket expenses.

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

NOTE

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

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

1. The Company will reimburse **the** employee **up to \$3,500.00** for legal fees and disbursements actually incurred in selling the old residence **and/or** buying the new **principal** residence, (**legal** fees will be in accordance with a standard **recognized** scale and could include such items as land transfer tax, survey and legal fees associated with arranging or discharging a first mortgage and mortgage **appraisal** fees).
2. The Company will reimburse the employee for standard **brokerage fees** up to \$11,500.00 **related** to the **sale of** the old principal residence.
3. **To qualify for** payment of expenses involved in purchasing a new residence, the employee must give written notice at the time of his/her transfer that he/she intends to buy a **residence**.
4. If an employee sells a mobile home [i.e., a trailer designed and used **exclusively** as a residence which **exceeds** 2.6 metres (**8.5** feet) in width or 10.67 metres (**35** feet) in length], he/she is considered to **have** sold his/her residence.
5. When **an employee's** actual **cost exceeds** the maximum allowed in **either 1** or 2 above the employee may utilize any surplus in the other item **up to** the maximum of \$15,000.

Exceptions: Any transaction which is not commenced within one (1) year of the date of the employee's transfer, Extension of this time period shall be at the discretion of a director.

Moves resulting from a demotion for cause.

23.6 Housing Assistance Plan

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

23.6.1 Application

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

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

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

23.6.2 Purchase Guarantee

23.6.2.1 The Company will provide a purchase **guarantee** based on an appraisal of the property's current worth by a group of up to three (3) appraisers, to be selected by mutual agreement between the Company and the **employee**. **The** appraisals will **be** done at a time that is convenient to the employee and his/her family. Individual appraisals **provided** to the Company by the realtors/appraisers will not be disclosed to ensure objectivity for current and future appraisals.

23.6.2.2 The Company **will** not request appraisals until the employee is ready to list his/her house in the **marketplace**, providing this is within **one** (1) year of the employee's transfer to the new **work** location, and **the employee is prepared** to abide by Subsection 23.6.2.4 and Subsection 23.6.3.1.

23.6.2.3 The **employee** must accept or reject the Company's Purchase Guarantee within **five (5) working** days of its receipt. If the employee **rejects the** Purchase Guarantee, the Company has no further responsibility with regard to Housing Assistance or the Purchase Guarantee, however, **the employee** will still **be** entitled to the other relocation assistance benefits including 23.6.5.3.

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

23.6.3 Listing of Property

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

23.6.3.2 Under the Housing Assistance Plan, the Company purchases an employee's **principal** residence in the former location at market value, if the employee is unable to sell it within ninety (90) days. The house may be purchased by or turned **over** to the Company after thirty (30) days **if** the house is vacant and the employee agrees with this action. The employee must put in writing that **no** real estate fees will be paid if the property is purchased by the Company.

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

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

23.6.4 Sale of Property by the Company

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

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

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

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

23.6.5 Advance of Equity

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

23.6.5.2 If the **employee** accepts the Company purchase guarantee and sells his/her principal residence during the ninety (90) day listing period, he/she is responsible for **repaying** the Advance of Equity to the Company within five (5) working days of the closing date of the sale of the former residence. Failure to do so will activate the appropriate interest charges to the employee based on **the** Treasury Division's Published Interest Rate Schedule (employee housing loan five-year term) in effect on the closing date of sale. It is the employee's responsibility to **repay** the Advance of Equity to the Company within **five (5) days** of the sale of the former residence, or within ninety (90) days from the date of issue of the Advance, whichever comes first.

23.6.5.3 An **employee who** rejects the Company's Purchase Guarantee, may **take** advantage of the **Advance** of Equity option. If the former principal residence is not sold within ninety (90) days of the date of issue, the employee must **pay** interest to the **Company** at his/her **own expense** commencing on the ninety-first (91st) day. The interest rate will be based on the Treasury Division's Published Interest Rate Schedule (**employee** housing loan **five (5)** year term) upon the expiration of the ninety (90) day period. It is the employee's responsibility to **repay** the Advance of Equity to the Company when the former residence is sold, or within one hundred eighty (180) days (**six (6)** months) from date of issue of the **Advance**, whichever comes first.

23.6.6 House Evaluation and Guarantee Plan

Upon subsequent transfer within **the** Company, an employee will be guaranteed his/her purchase **price** up to a maximum of four times his/her base salary at the time of the transfer (plus or minus \$3,000 for improvements or damages to the property). This guarantee will be for a period of ten (10) years from the **date** of purchase. Improvements must be **verified** by receipts and do not include normal painting, decorating and maintenance costs. An employee **may** not sell his/her house for less than the guaranteed amount without the consent of the Company.

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

If an employee who is eligible for the House Evaluation **and** Guarantee Plan **rejects**, or does not qualify for, the Company's Housing Assistance Plan, the following stipulation will **apply**. The **employee** must **not** sell to a third party for a **price** less

than the employee's original purchase price, unless the sale **price** is approved by the Employee Relocation Administrator.

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

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

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

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

When **regular** employees who, with the **approval** of the region or division are **occupying** a house or a trailer on **Company property** or a site under control of the Company, become surplus and **are** unable to transfer **under** Article 11 but **are laid** off, they shall, if required **by** the Company **to move**, be reimbursed **under** Section 23.5 or 23.7, whichever **is applicable**, in **an amount equal** to the cost of a move **back** to the regional **office** or to the actual location to which **the employee** desires to **move**, whichever is the lesser.

23.8 Use of Trailers

Special Trailer Allowance: Regular employees entitled **to** moving expenses **who are** moving *to* sites that do not **have** convenient facilities for **parking** household trailers will be entitled to a special trailer allowance of \$150.00. Such facilities include blocking **up** of trailers, hook-up **of water**, sewage, electricity and the like.

NOTE

Employees moving to established trailer **parks**, either **privately** owned or on Company property, will not be entitled to this **special** allowance.

At Temporary Headquarters: Regular employees **who** desire to live in a trailer **while working away** from their residence headquarters **may** do so with the approval of the **department** head.

When moving the **trailer** from one temporary location to another temporary location, the employee will **be** allowed the cost of only public transportation unless the **employee** is using his/her **car** ~~for~~ Company purposes, in which case **the standard** kilometre rate will be allowed.

At Residence Headquarters:

1. When a **regular** employee lives in a trailer and moves it to the new residence headquarters by **car**, payment shall be:
 - (a) In addition to the authorized car **kilometre** rate, a sum equal to nine cents per **kilometre** for moving by the shortest practical route between the two residence headquarters.
 - (b) Normal **living expense** en route for the employee and immediate family.
 - (c) The **special trailer allowance** of \$150.00 will be paid,

NOTE

Incidental out-of-pocket moving expenses will not be paid.

2. When an employee lives in a trailer but does not own a car or feels that **the** car is not suitable to **pull** the trailer:
 - (a) The Company will arrange for the moving of the trailer by the most economical method.
 - (b) The employee will **be** responsible for arranging a new location for the trailer.
 - (c) The employee and/or family will not **occupy** the trailer while in transit.
 - (d) Transportation expense will be **supplied** in the same manner as if **the** employee were moving from **one** house to another **except** that incidental out-of-pocket moving expenses **will** not be paid.
 - (e) The **special** trailer allowance of \$150.00 will be paid where applicable.
3. When an employee who lives in a trailer, decides to live in a house **at** the **new** location:
 - (a) Personal effects and furniture excluding the trailer will be moved.
 - (b) The employee and family will be supplied transportation in the usual manner,
 - (c) The employee may claim a \$4,500 allowance for miscellaneous out-of-pocket **expenses** required by the move. The requirement for supporting receipts and taxability of the allowance will be governed by Accounting Service Procedures.

4. When an employee who lives **in** a house decides to live in a trailer at the new location, payment shall **be** either:
 - (a) Moving expenses for furniture and family, but not trailer, if the **employee** desires the furniture shipped, or
 - (b) Expenses as outlined **in** residence headquarters Subsections 1. and 2., if furniture is moved in the trailer.
 - (c) **The special** trailer allowance of \$150.00 will be **paid** where **applicable**, but the disturbance allowance will not **be paid**.

NOTE

The Company will not **accept** responsibility for any damage to an employee's trailer and/or contents while in transit under any of the circumstances mentioned in Subsection 1.5.

23.9 Transfer to Non-Supervisory Vacancies: Other Positions

Where management requests an individual employee to submit his/her application to a "Non-Supervisory **Vacancy: Other Positions**" to a particular location, moving expenses as outlined in Subsections 23.5 and 23.7 will be **paid**,

The payment of moving **expenses** to employees who are being transferred at their **request** and entirely for their own accommodation will be at management's discretion.

23.10 On Retirement

A regular employee **on** retirement shall be reimbursed under Subsection 23.5 or 23.7, whichever is **applicable**, in an amount equivalent to the cost of **the** move to any location in Ontario in which the employee desires to settle if:

1. A house or trailer is occupied on Company property or a site under the Company's control; and
2. The Company **requires** the move,

23.11 Allocation of Moving Expenses

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

23.12 Return to Residence Headquarters on Permanent Transfer

An employee permanently transferred to a new residence headquarters will be reimbursed for **expenses incurred** in returning to his/her old **residence** headquarters **once each week** until he/she moves his/her family to **the** new location. The maximum

period of entitlement will be four (4) months from the date of transfer to the new residence headquarters unless extension is authorized by the appropriate director..

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

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

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

23.13 Conditions of Return Trip

The return trips mentioned in Section 23.12, **will be** granted subject to the following conditions:

23.13.1 Scheduling of Trips

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

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

23.13.2 Use of Company Vehicles

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

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

When transportation by Company vehicle is not provided, the equivalent of public transportation costs or the standard kilometre allowance, whichever is lesser, will be authorized by his/her supervisor for an employee who chooses to use his/her own car instead of public transportation for himself/herself **alone** or for carrying other employees as passengers.

23.14 Alternative to Return to Residence Headquarters

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

23.15 Board and Lodging

23.15.1 General

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

NOTE

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

When Applicable: Board and lodging allowance is **only** applicable when the employee is absent from residence headquarters **for** more than one (1) month,

For periods of time up to one (1) month, the employee is entitled to submit an expense report for actual expense incurred.

23.15.2 Rate of Allowance

The board and lodging allowance shall **be \$45.00 per day**.

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

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

NOTE

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

23.15.3 Absence from Residence Headquarters

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

Employees **are eligible** to claim \$20.00 in compensation for laundry and long **distance** telephone calls home when **away** from their normal headquarters for three (3) consecutive days or more in a **week**, in addition to actual expenses claimed **or** any board and lodging allowance **received** due to a change in residence headquarters in accordance with 23.16.

23.16 Change of Headquarters

23.16.1 Regular Employees - Householders

A regular employee shall be paid **expenses** up to a maximum period of four (4) months as follows:

Actual expenses for **up** to one (1) month from the date of actual transfer to the new location, and thereafter the standard board and lodging allowance until the time the household **is** moved to the **new** location.

NOTE

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

Extension of Allowance: Payment of any allowance beyond the period of four (4) months must be authorized by the **appropriate** director.

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

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

23.16.2 Non-householders

An employee **who** is a non-householder shall be permitted actual expenses to a maximum of up to one (1) month, **after** which no **allowance** will be **made**.

24.0 MEAL PROVISIONS

24.1 Part B Employees (Maintenance Trades)

24.1.1 Conditions Governing Allowance for Meals

Recognizing the fact that employees **are** required to **provide** their own meals (**except** as **in** 24.1.2) the following conditions will **apply**:

1. The Company shall not **require** an employee to carry or provide more than one meal on a day when work is performed,
2. Wherever possible, supervisors shall notify employees who do not normally carry a lunch of the necessity to carry a lunch the following day.
3. If an employee is sent **away** from headquarters in an emergency without sufficient notice for him/her to provide and take his/her own lunch, the Company will pay the cost of the employee's noon day meal.

4. If an employee is required to continue **working** beyond a normal day, the Company will provide the employee's meal after two (2) hours or more and every four (4) hours thereafter while the employee continues working.
5. If an employee is **required to work extended** periods of overtime, Monday to Friday **inclusive, the** Company shall **pay** the cost of the employee's meal on **approximately** a four (4) hour interval basis.
6. If an employee is **called** out to **work extended** periods of overtime on Saturday, Sunday or statutory holidays without forewarning, the Company shall **pay** the cost of the **employee's** meal on approximately a four (4) hour interval basis. If forewarned, the employee shall carry or provide the first **meal** and the Company shall **pay** the cost of any further meals on approximately a four (4) hour interval basis.
7. When overtime has been scheduled in advance, a meal period will be **allowed** and no time will be **paid** for this period. When the overtime is not scheduled in advance, no **time** will be deducted if employees eat at the job site in a minimum of **time**.
- a. In the conditions outlined in 3., 4., 5. and 6., the Company will either bring the meal to the employee or **release** him/her from duty long enough to secure and eat it. Where necessary, the Company will provide transportation for this purpose.
9. It is recognized that between the hours of midnight and normal starting time, it may not be feasible for the Company to provide a hot meal and **the** employee may not feel the need **for** one. **In** such cases, sandwiches and hot soup **or** a **hot** beverage shall be considered as fulfilling **the** requirement of a meal.

24.1.2 Winter Meal Provisions

In general, the winter months, for the purpose of this clause, shall cover the period of **December 1st** to **March 31st** for the areas south of the French River **and** the period **November 1st** to **April 30th** for **areas** north of the French River, However, if unseasonable **weather** is experienced any day during the two (2) **week** period immediately prior to **the** opening dates or subsequent to the closing dates, the supervisor in charge may, *at his/her* discretion, treat such days in the same manner as though they were included in the prescribed period.

During the winter months, if employees are required to **work** outdoors or in unheated buildings, subject to 3. hereunder, the Company will:

1. Provide means for carrying or storing the employee's lunches in some warm **place** and also **provide** where necessary, transportation for reaching some **warm** and suitable **place** for eating lunch. Such time involved in

transportation both **ways** to be absorbed by the Company, thereby allowing the full meal period upon arrival, or

2. Supply or **pay** for a hot meal and provide transportation. The meal period's duration will be between the **times** of departure and re-arrival at the point of **work** and thus any time involved in transportation, both ways, is absorbed by the employee, Should **the meal** period *be* extended beyond its normal duration, any such **excess will** be absorbed by the employee by working equivalent overtime at straight time rates which will result in a total of normal daily hours of **work** and pay. This shall not preclude the **providing** of a meal when time involved is in excess of the normal meal period,
3. In some thinly-settled localities, there may be **no** warm **place** for storing or eating lunches, and no place where hot meals may be prepared within a reasonable distance from the point of **work**. Such conditions are beyond the Company's control and necessarily form part of the **working** conditions in that locality. In **such cases**, lunches must be carried but employees will **eat** on the job in a minimum period of time. Such time shall not be deducted and the conditions listed above **do not apply**.
4. Where it is mutually agreeable, employees will carry their lunch and will eat on the job in a minimum period of time. Where employees **work** in a **group**, the views of a minimum of fifty percent (**50%**) of the **work** group shall prevail and **trigger** this provision,

24.1.3 Extension of Lunch Periods

Where lunch periods are restricted to half an hour and when it has been demonstrated that it has been difficult for employees to get their lunch and return to the job within one-half hour, the Company may exercise its **prerogative** in extending the lunch period to a maximum of one hour, with the necessary adjustments to **the** working hours of the day.

24.2 Part C Employees (Weekly Salaried)

24.2.1 Provision of Meals

In recognition of the importance of regular meals to an individual's health and effectiveness on the job, **the** Company **will** supply meals as outlined below and when required, will assign an employee to secure the meals.

- (a) Employees **provide** their own **meals** on regular days of **work**,
- (b) When an employee works overtime on a regular day off, **he/she will be** expected to provide one meal if twenty-three (23) hours notice has been given.

- (c) When an employee **works** extension overtime before or after normal scheduled hours, all required meals will be provided by the Company, The first meal (or meal allowance) will be provided when two (2) hours of overtime are **worked**. Subsequent meals or meal allowances will be provided **every** four (4) hours of overtime **worked** thereafter.
- (d) When meals cannot **be** reasonably obtained', an allowance of \$15.00 per meal will be paid.

24.2.2 Meal Periods

- (a) Employees on **day work** shall take a meal period designated by the Company and shall not be **paid** for this time (unless otherwise provided for in the **Collective Agreement**).
- (b) Employees on shift **work** shall eat their meals during the shift hours as conditions permit,
- (c) When an **employee works extension** overtime, **no** time shall be deducted for **eating** such meals **where** the employee eats the meal on the job and in a minimum of time.

25.0 PROMOTIONS

Promotion means a change to a new job which carries a higher maximum **salary** schedule rate (base rate) or **a** higher salary **grade** resulting from an increase in job demands and responsibilities within a job. (See also definition in Article 10.1.5(C).)

25.1 Part C (Weekly Salaried)

25.1.1 Promotion Rule

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

25.2 For Employees Hired Before October 1st, 2004:

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

⁴ 'Reasonably obtained' is to be defined **locally** by Union and Management.

- If at **step 4** of the current grade, go to **step 3** of the **next** grade.
 - If at **step 5** of the current grade, go to **step 4** of the next grade.
3. In cases where 25.2(2) does not result in at least a three percent (3%) **increase**, a rate that reflects not less than a three percent (3%) increase from their current rate will be paid. This interim rate will continue in effect until the *next* anniversary date at which time the employee will resume his/her **place** on the current salary schedule. This rate will be the next **step** in the **salary** grade which guarantees an increase of at least one and **one half** percent (1.5%) from the interim rate.

NOTE

An employee who is affected by such an "off-schedule" rate will be affected only once **during** his/her progression to **the top** step of his/her job. In no **case** will the **rate** be more than the maximum **rate** for the job grade.

25.3 For Employees Hired on or After October 1st, 2004:

1. On promotion, the employee's rate is to be set at the lowest progression step (in the salary grade for the job) which will give a minimum increase of three percent (3%) above the employee's existing basic rate.
2. In the case of single grade promotions (or the equivalent under Fay Equity) the following will apply:
 - If at step 1 of the current grade, go to step 1 of the next grade.
 - If at step 2 of the current grade, go to step 2 of the next grade.
 - If at step 3 of the current grade, go to step 3 of the next grade.
 - If at step 4 of the current grade, go to step 3 of the next grade.
 - If at step 5 of the current grade, go to step 4 of the next grade.
3. In cases where 25.3(2) does not result in at least a three percent (3%) increase, a rate that reflects not less than a three percent (3%) increase from their current rate will be paid. This interim rate will continue in effect until the next anniversary date at which time the employee will resume his/her place on the current salary schedule. This rate will be the next step in the salary grade which guarantees an increase of at least one and one half percent (1.5%) from the interim rate,

NOTE

An employee who is affected by such an "off-schedule" rate will be affected only once during his/her progression to the top step of his/her job, In no case will the rate be more than the maximum rate for the job grade.

25.1.2 Payment of the Salary Grade for the Job

On promotion, the employee **will be placed** directly in the salary grade for the job, except in training situations **under** the Clerical-Technical Plan (where an **employee** may **be** advanced gradually through the **appropriate** training job levels to the terminal job **grade**). **He/she** will **be** granted the progression step required by the promotion rule, except where a higher progression **step** is being granted for **previous** experience (Subsection 25.2.5).

25.1.3 Promotion from Hourly-Paid to Weekly-Salaried Jobs

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

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

25.1.4 Payroll Rates in Excess of Approved Job Grades

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

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

25.1.5 Previous Experience

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

25.1.6 Relief Situations

In relief situations where **less** than the normal duties are being performed and a lower salary **grade** has been established for the relief period, the promotion rule **will**

be used to establish the **appropriate** progression step or **off-schedule** rate in the lower salary grade.

25.1.7 Progression Following Promotion

Progression dates shall be calculated from the date of appointment or promotion date to the **position**. Subsequent salary adjustments shall occur at **twelve (12)** month intervals from the appointment or promotion date,

26.0 JOINT COMMITTEES

26.1 Joint Pension Committee

1. **Scope:** *To* monitor the administration and the financial status of the Pension Plan covering all plan members and to recommend changes as set out below:
2. **Personnel:** The "**Joint Pension Committee**" shall meet **at least twice a year** or as requested by either **party** and shall consist of the following members:
 - three (3) PWU members
 - three (3) Company management members

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

The Chair will rotate **between** Inergi LP and PWU, **one** meeting each.

Every effort will **be** made to **reach** unanimous decisions. ~~In~~ the event **that** a unanimous decision cannot **be** reached, decisions **will** be by a vote of a majority of members representing both **PWU** and the Company,

3. **Function:** In an advisory capacity with access to the necessary information: (This is limited in that it does not **apply** in respect of information as to the service, salary, pension benefits **or** other personal information **related** to any **specific person** without that person's prior consent.)

Pensions

- (a) Monitor Inergi LP's administration of the Pension Plan as established under associated regulations and rules, and **applicable** legislation.
- (b) Make recommendations respecting the administration of the Pension Plan.

- (c) Promote awareness and understanding of the Pension Plan on the **part** of Plan members.
- (d) Review the Company's **approved** annual financial statements and investment performance.
- (e) **Review** the Company's **approved** Actuarial Valuations of the Pension Plan and discuss the need for assumption changes.
- (f) Identify potential benefit changes and discuss cost and other implications. Committee recommendations for benefit level changes will be subject to ratification of the respective parent bodies.

Life Insurance

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

26.2 Joint Health and Safety Consultation

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

26.2.1 Joint Policy Committee on Health and Safety

1. Goal

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

2. Personnel

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

3. **Function**

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

26.2.2 **Joint Health and Safety Working Committee**

1. **Goal**

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

2. **Personnel**

- (a) A Manager, and other management staff as deemed **necessary** from time to time,
- (b) Union Provincial Health and Safety Committee and Union staff advisor to **a** maximum of eight (8).

3. **Function**

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

(e) The committee will meet twice a year or as mutually agreed,

26.3 Joint Trades Classification Committee

A joint committee shall be established on the following basis:

1. **Name:** Joint Trades Classification Committee.
2. **Personnel:** Maximum of three (3) appointees from each party,
3. **Function:** To study and formulate descriptions and duties of all hourly-rated and weekly-rated trade classifications on wage schedules 25 and 32, presently not included in Mid-Term Agreement MT-4, but not to produce a job evaluation or ranking system.

The committee will commence its work within one (1) month after the settling of the 1972 Collective Agreement and shall meet regularly until the task is completed.

4. **Limits of Authority:** The committee shall work within the recommendations, preamble and occupational format agreed to previously.

The results of this committee's activity shall be subject to acceptance and ratification by the Union and the Company at the negotiating level.

5. A copy of all occupational definitions will be made available to each employee through his/her contact supervisor.
6. The Joint Trades Classification Committee shall ensure that duties for trades jobs are defined. Their focus will be on the development of documents describing job duties, and will not consider or establish compensation for these jobs, There is a need for direct line management involvement to determine current and future duties. The Committee should also work towards developing a system which will allow definitions/documents to be produced quickly and easily to facilitate responsiveness to changing needs.

26.4 Joint Diversity Committee

1. **Objectives:** (a) To provide a joint forum for work on Corporate Employment Equity, Human Rights and Diversity policies, and/or associated Corporate issues. (b) To participate in making and bringing forward recommendations and providing advice to the Vice-president, Corporate Human Resources on Corporate policies and plans impacting on equity in the workplace and Corporate issues arising from the Employment Systems Review. (c) To participate in making and bringing forward recommendations to the PWU Executive on equity issues in the workplace which fall within their jurisdiction,

2. **Personnel:** The committee will be structured to provide two (2) Company representatives and two (2) Union representatives. Each party is entitled to one alternate.

3. **Function:**

3.1 Meet and **exchange** information **regularly** to ensure that the committee is informed **of progress** on initiatives undertaken by the Corporation and the Union. Each party will identify and bring forward emerging Corporate issues for discussion.

3.2 The committee will **work** together to formulate recommendations by:

(a) Working to meet the **work program** deliverables as identified **below** within **required** timelines.

(b) Discussing options and their impacts in meeting the **work program deliverables** (including obtaining input through consultative forums – see below).

(c) Attempting to **agree on** recommendations acceptable to all parties and for delivery to the Vice-president, Human Resources **and/or** the PWU Executive where appropriate.

3.3 Where agreement cannot be achieved, each party will communicate expeditiously their position to the Vice-president, Human Resources before Corporate decisions **are** made.

4. **Work Program** – to be established annually.

5. **Responsibilities:**

5.1 Consultative Forum – To provide input to the committee on **work** program deliverables as follows:

(a) Management members will ensure input is **received from** line management and non-represented staff members.

(b) The Union members will **ensure** input is received from their constituencies.

(c) **The** committee will also **seek** input from advocacy **groups and** designated **group** members on issues as **required**.

5.2 **Support Resources** – Committee to determine needs (administrative, research, preparation, etc.) and arrange as required. Treatment will be as per the Collective Agreement.

- 5.3 Management is responsible for time and expenses, **except** for union staff time, associated with the **work** program of this team.
- 5.4 At the end of each year, the parties **will** review the Terms of Reference **and make** recommendations for the coming **year**.

26.5 EHB/WSIB/LTD Committee

The Committee would be comprised of:

Power Workers' Union
Compensation and Benefits Department

- A. To **review** existing and future **LTD** applications to ensure they are receiving the **required** medical attention and the possibility of returning them to the workforce.

Terms of Reference:

- 1.0 Develop a questionnaire for **employees** not in receipt of CPP disability.
- 2.0 Review returned questionnaires to determine if **any** employees can be placed on immediate vocational rehabilitation.
- 3.0 Determine if an independent medical evaluation is **required** before attempting vocational rehabilitation.
- 4.0 **Review** existing **procedure** for **LTD** applications.
- 5.0 **Develop** a roster of physicians to use in the process.
- 6.0 Forward recommendations for process improvements to Compensation **and** Benefits.
- B. **Review/Update** - To meet, on a regular basis (e.g., semi-annually), to discuss and/or resolve issues associated with the following processes:
- (a) Long Term Disability
 - (b) WSIB
 - (c) Sick Leave
 - (d) Drug Formulary

26.6 Joint Employee and Family Assistance Committee

1. **Goal:** Provide recommendations to assist the Company and the Union in the development, implementation and evaluation of employee and family assistance policy and programs.
2. **Personnel:**
- (a) Chair: **The** Chair shall rotate on a yearly basis.
 - (b) **Members:**
 - Representative from the Company
 - Two (2) PWU representatives and one (1) staff advisor.

(c) Secretary: **The** secretary shall be supplied by the Company

3. Function:

- 3.1 Participate in the identification of problems and issues of significance in employee and family assistance **policy** and practices.
- 3.2 Participate in the development, promotion and implementation of employee and family assistance programs throughout the province.
- 3.3 On an ongoing basis study, develop and **make** recommendations for change to the Company employee and family assistance program. This function can be delegated to the sub-committee by mutual agreement.
- 3.4 The committee will normally attempt to resolve issues of mutual interest before **seeking** intervention by the Senior Joint Union/Management Committee.

26.7 Establish a Joint Management Disability Program,

27.0 DISTRIBUTION OF AGREEMENT AND WAGE SCHEDULES

This **Agreement** shall be printed as soon as practicable after the date of signing and made available by the Company to the Union in sufficient quantities for distribution to its membership.

28.0 TIME CHARGES - UNION ACTIVITIES

28.1 Time Charges and Expenses - Union Representatives

Time off and expenses for Union officers will **be** granted in accordance with **Mid-Term Agreement MT-3**.

28.2 Time Charges for Employees On Union Business

When the time of employees on Union business is **payable** by the Union, such time shall be charged at normal rates of **pay**. The normal payroll burden without the administration charge of ten **percent** (10%) will be applicable only for Union releases in excess of five (5) consecutive days.

28.3 Roles and Responsibilities of Chief Stewards

As Inergi LP evolves into the new regulated and competitive marketplaces. it is important that the Company **leverages** its position by defining as clearly as possible Principles to anchor the relationship between the elected PWU representatives and Management.

(i.) Mutual Recognition of Respective Roles and Responsibilities

- A recognition that the Chief Stewards provide an important role in the success of the Company.
- A recognition that Chief Stewards **are Inergi LP** employees as well as PWU representatives.
- **As** time **away** from the job increases, loss of skills may be an issue. **As** such, the Company **will provide** reasonable re-training to replenish these skills.
- It is recognized that there will be differences between **the Parties**, In these cases, respective opinions can be expressed, however, they should **be** communicated in a professional manner.

(ii.) Chief Stewards **are** accountable for their time.

- It is understood that Chief Stewards will be **required** to be **away** from their Company job.
- Time **away** from the job will **be** dependent upon the Chief Stewards' specific issues, number of committees, size of membership, geographical factors, etc.
- Chief Stewards **have** an identified supervisor, **As** in any employee-supervisory relationships, the Chief Steward will advise their supervisor as to what activities they will **be** involved in, in generic terms (some issues **are** confidential). They will **have** vacation days approved and **sick** days reported.
- Chief Stewards should schedule their PWU activities with consideration for their Company job. Any unallocated time will be spent performing their Company job.

(iii.) Chief Stewards play an important role in Communication.

- Where feasible, joint communications are encouraged for initiatives that **affect PWU employees**.
- Joint training is encouraged in roll-out initiatives that impact PWU employees (**e.g.**, incentive, collective bargaining roll-out).
- Consistent messages are important.
- There will be **a** need to review these principles.

29.0 EYE PROTECTION

Approved eye protection shall be supplied to individual prescription to all employees who normally wear glasses and are required to wear eye protection for an appreciable amount of time in the performance of their duties,

30.0 PERSONAL TOOLS

30.1 General

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

30.2 Tool Replacement/Upgrading

Each employee, as described in 30.1, will be allowed eight percent (8%) of the personal tool list retail price calculation per calendar year for tool replacement or upgrading based on his own tool list as defined in the Occupational Definition. A minimum allowance of \$50.00 per year for each employee in each classification is available. For those entitled to the minimum allowance of \$50.00, the unused portion for one (1) year may be carried forward to the following year to a maximum of \$50.00.

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

30.3 Loss by Fire or Theft

Personal tools which are stolen, are destroyed or damaged by fire to an extent which renders them unusable, will be replaced by the Company. These losses must be incurred in the exercise of Company business and on Company property, except where they occur on or at non-Company locations in the exercise of Company business, Small or inconsequential losses would be recovered through 30.2.

31.0 SPECIAL CLOTHING FOR EMPLOYEES

31.1 General Policy Regarding Work Clothing

Except where provided by the Company in accordance with this Collective Agreement, employees must **provide at** their own expense suitable clothing for the performance of their regular duties. In general, clothing **must** be suitable for the safe and efficient performance of the **work** but need not be uniform in appearance.

So far as is consistent with standard stores' policy, the Company will purchase certain types of **work** clothing in **bulk** for **resale** on the most favourable terms possible to **employees requiring** them in connection with Company **work**.

31.2 Special Clothing That May Be Provided at Company Expense

Subject to certain conditions outlined **herein**, special clothing may be obtained at the expense of the Company for issuance to employees under the following conditions:

31.2.1 Where Uniform Appearance is Required

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

31.2.2 For Work Outside of the Employee's Regular Routine Duties

A limited number of rainproof coats and hats may **be** obtained and **kept** available at construction headquarters, attended stations, etc., for persons who normally **work** indoors but who are occasionally required to **work** out of doors under adverse weather conditions, as for example when working during emergencies, operating switches, cleaning racks, etc.

Clothing supplied **at** stations **should** be limited to one (1) or two (2) coats and hats, depending upon the number of employees.

31.2.3 For Normal Work Which Must be Performed Occasionally, Under Extreme Conditions

Hip or **knee** length rubber boots and weatherproof coats and hats may be obtained and issued temporarily to construction **workers**, maintenance workers, and labourers when required to **work** in extremely wet locations or under adverse weather conditions,

One (1) or **two** (2) rainproof coats and hats, depending upon the number of **employees** involved, may **be provided** for each line, forestry and maintenance truck or gang for use in emergencies when workers could not be reasonably **expected** to have protective clothing available at all times.

31.2.4 For Work Involving Exposure to Materials that are Injurious to Health and Particularly Destructive of Clothing

Rubber boots, aprons and gloves of an **approved** material may be provided for employees when handling acids for batteries, cleaning transformer coils or for other **work** which is similarly destructive of clothing,

Aprons, gloves and sleeves made of plastic, **plastic-coated** or other approved material **may** be provided for employees who **are** required to handle creosote, creosoted poles or timber as a protection against burns or damage to clothing.

Protective clothing such as **coveralls, gloves and** rubber boots may be **provided** for temporary issuance to employees for use when **applying** herbicides.

Because of the **fire** hazard in welding and the destructive nature of the **work**, welders' aprons, armllets and gauntlets may be provided.

31.2.5 To Promote Safety

Safety headgear, eye protection, rubber gloves (electrical), and similar items which are designed exclusively for the safety of employees and the wearing of which is made obligatory on certain types of **work**, will **be provided** by the Company.

Special footwear will be **provided** for the safety of **workers when** required to **work** near forebays, sluices, etc., under **icy**, slippery or otherwise hazardous conditions.

Safety Footwear and Clothing:

I Effective January 1, 2001, employees who **are** required by the Company to wear safety footwear (CSA **Approved ESR**)/ clothing will be reimbursed as follows:

- (A) For those employees **required** to regularly wear climbing spurs **or** who **are** regularly required to climb steel structures as **part** of their normal duties - **\$300.00 per year**.
- (B) For those employees who choose or are **required** to wear CSA approved **ESR** protective footwear - **\$250.00 per year**.
- (C) For those employees who choose not to wear **approved ESR** protective footwear - **\$150.00 per year**,
- (D) Any regular employee whose safety at **work** could be reasonably enhanced by **the** wearing of **fire retardant** and/or **high** visibility clothing and who is **required** to **work** on a routine (e.g., **more** than twenty percent (**20%**) of regular **work** hours) basis within ten (10) feet of electrical equipment energized **at 750** volts or greater,

Or,

who is required *to work* on a routine basis in proximity to **vehicular** traffic,

- \$250 initial payment for new hires or employees who have not received this payment in the previous **year** and \$200.00 per year thereafter.
- (E) Employees who qualify shall receive fifty percent (50%) of the above payment **on** March 1st and the remaining fifty **percent** (50%) of the payment on October 1st.

II Employees who are not required to wear protective footwear:

Employees who **purchase** safety footwear will be reimbursed thirty-three and one-third percent (**33 1/3%**) of the actual cost up to a maximum reimbursement of \$20.00 per pair subject to the approval of the appropriate manager **or** supervisor.

NOTE

Temporary employees will be reimbursed for a **maximum** of one (1) **pair** in each **six** (6) month period.

A limit of two (2) pairs of safety shoes or boots **per person** will be subsidized in a **calendar year**.

These **actual** cost maximums include applicable **taxes**.

31.2.6 Special Conditions

Requests for items of clothing not mentioned but which might be reasonably supplied under the conditions set forth herein **will be** considered, each case on its own merits,

31.3 Issuance, Care of, and Responsibility for Clothing Provided by the Company

In order that the use obtained from clothing purchased by the Company may justify the expenditure, the following shall **be** carefully observed:

1. **Except** in isolated cases, special clothing must not be issued to any one employee for **exclusive** use but must be **kept** available for any employee who may **require** it for Company purposes mentioned herein.
2. When no longer required on the job, clothing must be promptly returned to **local headquarters**, station or **truck** where it will **be** readily available when required.
3. **All** clothing furnished by **the** Company will remain **the** property of the Company and must be clearly and prominently marked for easy identification.

4. **Where** loss *or* destruction of Company clothing issued to an employee occurs as a result of carelessness on the part of the employee, **the** employee will be required to **make** good such loss.

31.4 Part B Employees (Maintenance Trades)

31.4.1 Issue of Gloves to Tradespersons

The Company will issue gloves to regional maintainer – lines, regional maintainer – forestry, SMD riggers, mechanical maintenance and building maintenance crews and all associated personnel regularly working with these crews, subject to the following:

1. The employee will **be** required to purchase the first pair of gloves, whether summer or winter type, providing he/she has not already been participating.
2. The issue of **new** gloves will **be** controlled by the supervisor,
3. **A pair** of worn-out gloves may be exchanged for a new **pair**.
4. The Union will exercise its influence **to** promote economy in the operation of this plan.

31.4.2 Uniforms

The Company shall supply uniforms, where they are required to be worn, at no cost to the employee.

31.4.3 Stocking of Overalls and Associated Smocks

The Company will **stock** bib-type overalls, coveralls and associated smocks in Central Stores which will be **available** for purchase by employees on the basis of a cash sale.

31.4.4 Work Clothing

31.4.4.1 Laundering and/or Supplying Clothing

In situations other than those covered in the preceding subsections, when the supervisor in charge of a **work** crew deems a specific job dirty for the particular **trade** function, he/she shall either:

1. Authorize laundering **of the** employee's **work** clothing, or
2. Issue coveralls or other suitable clothing during the period in which this job is being performed,

31.4.4.2 Coveralls - Central Services Division

The provisions of this item supersede the conditions as noted in Item 31.4.4.1 and applies only to employees, **paid** from **Wage Schedule 25**, who form part of the Central Services Division and are located **at** the Hydro One Inc. **Kipling** Complex.

The Company agrees to supply and launder **two (2)** pairs of coveralls per **week** for each of the **above-noted** employees. The employee must exercise reasonable care in the use of clothing so supplied.

It is recognized that reasonable but limited quantity and size range of spare coveralls **will be kept** available for emergencies,

32.0 PURCHASING PRIVILEGES - SURPLUS EQUIPMENT STORES

Employees shall have purchasing privileges at Surplus Equipment and Material Stores to the same limit as extended to the general public.

33.0 RETURN OF COMPANY PROPERTY

It is agreed that employees **whose** employment terminates with the Company shall **be** responsible **for** the return of **any** Company property issued to them during the term of their employment. Failure to return such property shall result in the Company deducting its current value from any monies owing **to the** employees.

34.0 TIME CHANGE - SHIFT WORKERS

When the **clocks are** changed **due** to daylight saving time, the following principles will apply:

1. Employees who **are** scheduled to **work during** the affected hours will **work** a shift which is either shortened or extended **by** one (1) hour.
2. Payment for the shortened or extended shift will not be calculated on the basis of actual hours **worked**, rather will be based on the number of hours normally **worked** (eight (8) or **twelve** (12)).

35.0 REST PERIODS

Each employee shall **be** entitled to a ten (10) minute rest period in the first half and second half of each scheduled work day at **a** time designated **by** the Company.

36.0 WEEKLY PAY DAYS

36.1 Salaries and wages of all employees throughout the Company covered **by** this Agreement shall **be** once every **week** on the third Thursday following completion of **the** pay period, This payment will **be** by direct deposit to one

account designated by the employee in a Canadian financial institution with a Canadian Payment Association (CPA) serviceability code of 1 or 2. (CPA serviceability code definitions in effect June 5, 1991 or subsequent code numbers **providing** equivalent accessibility.) The Company is responsible for the cost of depositing these funds to the employee's account.

The implementation of direct deposit **pay will** be phased in **for PWU** members, It is the responsibility of the **employee** to inform the Company of any changes **to** the designated account fourteen (14) days in advance of the payment date, Any errors in employee payment that result from employee provision of incorrect account information or the late provision of changed account information are solely the responsibility of the employee.

36.2 Existing employees who **were paid** the equivalent of one (1) **week's** base pay during the transition from weekly **pay** to **weekly** direct deposit **pay** will have the amount of this one (1) week payment deducted from their final payment of salaries and wages from the Company (i.e., termination, retirement, etc.).

37.0 RELIEF WORK, ACTING IN VACANCIES AND TEMPORARY AND ROTATIONAL ASSIGNMENTS

37.1 Part B Employees (Maintenance Trades)

37.1.1 Acting in Vacancies

All acting positions are to **be** limited to ninety (90) days unless extensions **are** agreed to by the Company and the Chief Steward of the Union. Pending the **arrival** of the successful **applicant** and his/her assuming of the normal duties, the acting incumbent who is **performing** the normal duties **and** responsibilities of an "acting" position shall receive the rate for the position.

37.1.2 Assignment to a Higher-rated Classification

An employee who is presently in the **top step** of his/her job when temporarily stepped **up to work** in a higher-rated classification, shall receive the **top** rate of that classification.

37.3 Part C Employees (Weekly Salaried)

37.3.1 Principles Re Resourcing For Relief, Acting, Temporary and Rotational Assignments

Recognizing that relief, acting and temporary assignments contribute to the development of personnel and contribute to the work being done **effectively**, the following will be considered when resourcing these assignments:

- the more senior employees **will** be given preference;

- assignments may be split between employees;
- specific qualifications/knowledge required for the position **will** be taken into consideration;
- for supervisory positions primary consideration will be given to personal qualities such as leadership and the understanding and display of the practice of good human relations;
- employee development;
- Employment Equity objectives discussed in advance with the Union shall be considered;
- amount of notice and duration of assignment will be considered.

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

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

Item 37.3.1 shall not be subject to the grievance/arbitration procedure.

Disputes **will** be resolved locally and may be referred to Chief Steward and the Local Manager.

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

37.3.2 Relief Work

Intent

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

1. The Company shall notify the employee in writing, in advance **where** possible, of the requirement to perform relief, of the general nature of the major duties to be performed, and the **rate** to be paid during the relief period.

2. Employees in the weekly-salaried schedule, when relieving for the normal duties of an **employee** in a higher job grade, not defined in 37.3.2(3.) below, for a period of one (1) full **working** day or more shall be paid, for the full relief period, at the rate established by the Company for the relieved position or three percent (3%) above the employee's normal rate whichever is greater.

Employees relieving in a higher job grade for greater than 4 days will be paid the rate of the job equivalent to the promotion rules (ref, 25.1) when the relief position is one grade higher.

Employees hired before October 1st, 2004:

Employees relieving in a higher job grade for greater than 4 days will be paid the rate of the job at Step 3 when the relief position is more than one grade higher, (e.g. Employee in Step 5 of current job, will receive Step 3 of relieved job),

Employees hired on or after October 1st, 2004

Employees relieving in a higher job grade for greater than 4 days will be paid the progression step of the relieved position which provides a minimum of three percent (3%) above the employee's normal rate when the relief position is more than one grade higher.

Failure to notify the employee in writing of the major duties to be performed **and** the rate to be paid will require the payment of **three percent (3%) above the appropriate relief rate established above**, for the entire relief period.

3. Employees in the weekly-salaried schedule, when relieving for the normal duties of an employee in a non-union supervisory position for a period of one (1) full working day or more shall be paid for the full period at the **rate** established by the Company for the relieved position or five percent (5%) above the **employee's** normal rate **whichever** is greater,

Failure to notify the employee in writing of the major duties to be performed **and** the rate to be paid will require the payment of ten percent (10%) **above** the employee's normal **rate**, for the entire relief period,

4. Notification of the Chief Steward is required when the employee is required to **relieve** for a period of two (2) working days or more.
5. Statutory holidays will not **affect** the continuity if they occur between the first and second days,

Payment for a statutory holiday shall be at the relief rate if it occurs during the relief period and at the normal rate if it occurs at the beginning or the end of **the** relief period.

37.3.3 Acting in a Vacant Position

An employee may act in an existing **job** in which a vacancy is created, pending the arrival of a successful applicant to the **vacancy**, When an employee is to be placed in an acting position, the Company shall notify the employee and the Chief Steward in writing setting out:

1. The reason for the acting position.
2. The general nature of the major duties to be performed.
3. The **rate to be paid** for the acting position.
4. The expected duration.

The duration of the acting period shall not exceed ninety (90) days from the date the employee is placed in **the** acting capacity, unless an **extension** is agreed to by **the** Company and the Chief Steward **of** the Union. Pending the arrival of the successful **applicant** and his/her assuming the normal duties, the acting incumbent who is performing the normal duties and responsibilities of an acting position shall **receive** the appropriate rate in accordance **with** the **Weekly-Salaried Relief Clause** of this Agreement.

NOTE

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

38.0 HOURS OF WORK

38.1 Part B Employees (Maintenance Trades)

38.1.1 Hourly-Rated Employees

- 1 The normal **work week** for the Company's hourly-rated trades employees shall be forty (**40**) hours **per week** consisting of **five (5)** days of eight (**8**) hours (not before 6:00 am and not later than 6:00 pm), Monday to **Friday** inclusive.
- 2 A change to established hours of **work** within the core hours (6:00 am to 6:00 pm) shall be a matter for discussion between the Union (Chief Steward) and the Company, When changes in hours of work are contemplated the preference of seventy percent (**70%**) ~~of~~ affected staff in the classification(s) will be considered to be the preference of that classification(s). Where the **work** of classifications is interdependent (e.g.,

stockkeeper), the preference of seventy percent (70%) of the employees in the interdependent classifications will be deemed to be the preference.

However, if in the Company's opinion the desired hours of work of the affected classifications cannot be accommodated then the Company will provide the Union (Chief Steward) with written rationale for such a decision.

- 3 Excepting for shift work, all other work outside of the normally scheduled hours shall be considered overtime and paid for at the appropriate premium rates.

38.1.2 Weekly-Rated Employees

The normal work week for janitors and vehicle services attendants shall be forty (40) hours.

38.2 Part C (Weekly Salaried)

38.2.1 Hours of Work - General

1. Weekly-salaried employees whose basic hours of work are thirty-five (35) hours per week may be periodically required to change their work location and to work forty (40) hours per week or the same hours as field staff, All hours in excess of seven (7) hours per day, Monday to Friday, are to be paid at the appropriate premium rate.
2. Certain technician classifications which have been established on a forty (40) hour week basis shall continue to work normal hours of forty (40) hours per week but when on field work may be required to work the same hours as the field staff,
3. Employees' in the following classifications and other similar categories as yet undefined who by the nature of their jobs, are required to make public, business or trade contacts outside normal hours shall work a normal work week of thirty-five (35) hours, Monday to Friday:

Applications Technician
Customer Service Assistant
Service Specialist

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

⁵ The provisions of Article 4.2(c) and the following Hours of Work - Specific will have no application to these employees

38.2.2 Hours of Work - Specific

With the exception of shift work, head office hours shall be a thirty-five (35) hour week

8:30 am - 12:00 noon (Monday through Friday)

1:00 pm - 4:30 pm (Monday through Friday)

38.2.3 Variable Working Hours in Head Office

Employees **will** be requested each month to select their standard **work** period for the **following** month. The **work week** will consist of five (5), seven (7) hour days, Monday to **Friday**. The hours of **work** selected must be in accordance with the observation of **core working** hours of 9:00 am to 11:45 am and 1:15 pm to 3:00 pm.

Employees may select a starting time which is not earlier than 6:30 am and not later than 9:00 am or at 1/4 hour intervals prior to that. Their finishing time will not be **earlier** than 2:30 pm. They may select **either** a 30, 45, 60, 75 or 90 minute lunch period to be taken between 11:45 am and 1:15 pm

The hours of **work** selected **are** subject to the supervisor's approval. The supervisor may, if necessary, restrict some employees to the hours of 8:30 am to 4:30 pm (for thirty-five (35) hour per week employees). The supervisor may not assign thirty-five (35) hour **per week** employees to hours of **work** outside of 8:30 am to 4:30 pm, **except** as **provided** for in Part C, Section 4.0 - Overtime.

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

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

38.2.4 Hours of Work - Outside Head Office

Hours of **work** (including variable hours of work) in locations other than head office shall **be** negotiated by the Company and the Chief Steward of the Union.

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

38.2.5 Hours of Work - 40 Hour Work Week Option

Where Management defines a need, volunteers may be sought to change their regular hours of work from 35 to 40 for a period of at least 6 months and no greater than twelve (12) months. This requirement will be discussed with the Chief Steward prior to soliciting volunteers. The number of employees within a job classification within a work group and/or location requested to change to a 40-hour work week, must be made known to all members of the work group or location.

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

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

Employees will have the option of (a) remaining on their current salary schedule and be paid the additional 1 hour per day at straight time (non pensionable) or (b) the employee will be paid from salary Schedule 21* (pensionable),

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

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

***NOTE**

Schedule 21 refers to a new 40 hour per week schedule that is pro-rated, on an hour for hour basis, from Schedule 20.

39.0 SHIFT DIFFERENTIAL AND SHIFT WORK

It is recognized that from time to time it may be necessary, due to the nature of the Company's operations, to place certain weekly-salaried day **working** employees on **shift work**. Where this occurs, the following provisions will **apply**:

1. Shift **work** shall not be implemented for a period of three working days or less. If the working period **is** three (3) days or less, the appropriate premium rate will be **paid** for the minimum three (3) day **period**.
2. The Company will provide seventy-two (72) hours' (three (3) calendar days) posted notice of the commencement and termination of a shift. Failure to provide such notice **will require a** penalty payment of premium rates for all changed hours of **work** within the **notice** period.
3. Such a placing on shift **work** shall not deprive an employee of his/her total number of normal scheduled **weekly** hours.
4. Revision to the **work** schedule **shall** provide for a minimum of fifteen (15) hours off between shifts. **Failure** to provide such time off **will require** the penalty payment for the first affected shift.
5. Shift differential shall **apply** to employees required to **work** on a three (3) shift **schedule** or a two (2) shift schedule and shall not **apply** for overtime **hours**,
6. Shift **work** will **be** scheduled on a Monday to Friday basis,
7. **Work in excess** of the total number of normal daily hours will be paid at the **appropriate** overtime rates.
8. The following shift differentials shall apply:
 - (a) Sixty cents per hour to employees scheduled to **work** between the hours **of** 1600 and 2400.
 - (b) Eighty cents per hour to employees scheduled to **work between** the hours of 0000 and 0800.
9. Regular part-time and temporary part-time employees will **not be** eligible for shift differential when the shift starts and ends between the hours of 07:00 and 18:00.

39.1 Shift Work - Technical Staff (Instructor)

39.1.1 Applicability

This section **covers** the following classification: Instructor,

39.1.2 Intent

The intent of this section is to **provide** a **framework** within which employees in the above named classifications may be assigned to shift **work** on a Monday to Friday basis for limited **periods of time**. The “limited period“ is to **be** less than three (3) months in each year for each employee unless **the** employee involved specifically consents to an extension.

39.1.3 Implementation

When shift **work** is required, management **will** solicit preferences for shift **work** from the employees in the required classifications. **If** employees with the required **skill**, knowledge, **experience**, etc., indicate **a preference** for shift **work**, management will select from among these **employees**. If insufficient **qualified** volunteers are available, management will assign the shift **work** to qualified employees, endeavouring to minimize personal inconvenience.

39.1.4 Duration of Shift Hours

The employees who **may** be required to **work** shifts under this section include both thirty-five (35) and forty (40) hour **per week** positions,, They will work a time **balanced** schedule.

Forty (40) hour per **week** employees when assigned to shift **work** will **work** the same hours as regular shift **workers** on shift.

Thirty-five (35) hour **per week employees** when assigned to shift **work will** normally **work** seven (7) **hour** shifts, This may, at management’s discretion, be increased to eight (8) hour shifts.

39.1.5 Special Provisions When on Shift

1. Shift **work** shall not be implemented for a period of three (3) **working** days or less. **If** the **working period** is three (3) **days** or less, **the** appropriate premium **rate** will be paid **for** the minimum three (3) **day period**.
2. The Company **will** provide seventy-two (72) hours’ (**three** (3) calendar days) posted notice of **the** commencement and termination of a shift. **Failure** to provide such notice will require a penalty payment of premium rates for **al** changed hours of **work** within the notice period.
3. Such a placing **on** shift **work** shall not **deprive** an employee of **his/her** total number of normally scheduled **weekly** hours.

4. Revision to the **work** schedule shall provide for a minimum of fifteen (15) hours off between shifts, Failure to **provide** such time off will require the penalty payment ~~€~~ for the first affected shift.
5. Shift differential shall apply to employees **required** to **work** on a three (3) shift schedule or a **two** (2) shift schedule and shall not apply for overtime hours. Regular part-time and temporary part-time employees will not be eligible for shift differential when the shift starts and ends between 0700 and 1800.
6. **Work** in excess of the total number of normal daily hours will be paid at the appropriate overtime rates.

39.1.6 Deleted Provisions When on Shift

When an individual is assigned a shift and the provisions of 39.1.5 are in effect, the following provisions of Part A will not **apply**:

1. Section 38.2.1: Hours of **Work** - General
2. Section 38.2.2: Hours of **Work** - Specific
3. Section 38.2.4: Hours **of Work** - Outside Head Office

39.2 Shift Work - Information Management Facilities

It is recognized that Information Management Facilities shift working employees at head **office** must undergo conditions not normally experienced by other weekly-salaried employees,

39.2.1 Rate of Pay

The basic rate of these employees shall be established by the Clerical-Technical Job Evaluation Plan and as set out under salary schedule 20 or **salary schedule 21**. Calculation of all premiums shall **be** made on this basic rate. An increment of **seven** and one-half percent (7.5%) shall **be** added to the basic rate of each classification when such classification is designated as being two (2) or three (3) shift and six (6) or seven (7) day operation. Classifications designated as two (2) or three (3) shift, five (5) day, Monday to Friday **operation**, will be paid at the basic rate, When an employee is to be placed **on** or **taken** off shift **work**, the Union's Chief Steward will be notified of such changes in writing.

39.2.2 Hours of Work

Shift working personnel shall **work** an **average** of thirty-five (35) hours per **week** over a period of approximately **one** (1) year. Employees will be informed of their time balance in **June**. Each employee's time will be balanced at the end of one of the five **fiscal weeks** immediately preceding December 16. Payment of plus time balances existing on the time balancing **date** shall **be** paid before **December 31** at the **rate** of **one and one-half** times **the employee's** classification basic **rate** in effect at **the** time balancing date.

NOTE

The Company will not be required to balance time for employees who have been hired or transferred from non-shift **work** to shift **work** in the **five (5) fiscal weeks** immediately **preceding** December 16 until a period of approximately one (1) year following the employee's appointment to the new position has elapsed.

Minus time balances which **occur** as a result of promotion of a shift **working employee** within the five (5) fiscal weeks immediately preceding December 16 shall **be worked** off within the two (2) month period immediately following the establishment of the minus time.

39.2.3 Scheduling Provisions

The Company will be responsible for the preparation, content and administration of shift schedules **averaging** thirty-five (35) hours per **week** over approximately a one (1) year period. These schedules shall cover a nine (9) **week** period, posted **two (2) weeks** in advance, showing the days, hours of **work** (shift), and position of each employee. Any **reserve** employees and their hours of **work** (shift) shall be shown on the schedule. The schedule will provide for a minimum of two (2) shifts (sixteen (16) hours) off between shifts. Failure to comply with two (2) **weeks' advance** posting as stated herein shall require **payment** of one and one-half times the employee's basic **rate** for **work** performed under the new schedule until the notice period has elapsed.

Although the content, preparation, posting, revision **and** administration of shift schedules is the sole responsibility of the Company, the preference of the staff regarding the type of schedule to **be worked** and the **preferences** of individual employees **regarding** vacation **periods** will be considered, providing such preferences are made **known** prior to commencement of **preparation** of **new** schedules, Where employees feel they have been assigned unreasonable schedules, such schedules shall **be considered** fit matter for discussion **at** local level.

NOTE

The cycling **of** schedules, allowing for holidays and sickness, may create a reserve of employees over and above the complement required for any shift. Whenever an employee in the normal course of his/her rotation of the schedule becomes supernumerary, he/she will be known as a "reserve **employee**".

Schedules **will** be posted two (2) **weeks** in advance to **cover one (1), two (2) or three (3)** shifts per day for **five (5), six (6) or seven (7) day** coverage with eight (8) **working** hours **per** shift.

The day a shift begins will dictate the shift hours, and the specific hours of **work** for all Information Management Facilities classifications designated as being two (2) or three (3) shift **and six** (6) or seven (7) days a **week** operation will be as follows:

Normal Work Schedule

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

All shift **workers** will eat their meals on duty. On **day** shift, Monday to Friday, the employee can opt for a normal, unpaid lunch period.

39.2.4 Schedule Alterations

A minimum of seven (7) days' notice shall **be** given **when** an employee's hours of work as shown on the schedule **are** to be changed, with the following exceptions:

1. Reserve hours of **work** may be changed within a calendar day, providing a minimum of **two** (2) **non-working** shifts' (sixteen (16) hours) notice is given before the start of the first affected shift.
2. With four (4) days' notice, **reserve** days of work may **be** interchanged with scheduled **days off**, within the **posted** schedule. Such interchange **will not be** used for an **employee** while attending meetings involving the Union.
3. **In** the case of illness, which would result in a staff shortage, four (4) days' advance notice **will** be given when placing an employee on shift.

39.2.5 Penalties

Failure to **give** the required notice, stated in **Item 39.2.4**, shall result in the payment of one and one-half times the employee's classification basic rate until the **notice** period has elapsed.

39.2.6 Shift Differential

Sixty cents per hour shall **be paid** for scheduled hours **worked** on the **evening** shift.

Eighty cents per hour shall be paid for scheduled hours worked on the night shift.

The appropriate shift differential shall be **paid** for the first eight (8) hours of each scheduled shift on any day and shall not apply for overtime hours. When premium time is involved for payment of shift **worked**, the premium rate shall be computed on the standard basic rate, **excluding** shift differential.

Regular part-time and temporary part-time **employees** will not be eligible for shift differential when the shift starts and ends **between** the hours **of** 07:00 and 18:00.

39.2.7 Special Payment Provisions

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

NOTE

Shift workers shall receive entitlement ~~for~~ the same number of statutory holidays as Monday-Friday, day-working weekly-salaried employees. Therefore, when a statutory holiday falls on a Saturday, statutory holiday credit shall not apply. See chart at end of this section.

39.2.8 Overtime

Overtime for shift workers shall be paid at the appropriate overtime rate for all hours worked outside of the posted shift schedule as per **Item 40.3.2**, paragraphs I and 2.

39.2.9 Minimum Payments - Overtime

Minimum payments for overtime shall be in accordance with **Item 40.2.2**.

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

The basic weekly rate of each employee's classification, as set out in salary schedule 20, without any increments, premiums or bonuses, shall be divided by thirty-five (35). Payment for overtime shall be made not later than on the second pay day following the pay period during which the overtime was performed.

The Company agrees to control excessive authorized overtime by restricting actual overtime to total not more than two (2) shifts (sixteen (16) hours) in any given pay week.

39.2.10 Definition of Notice

Notice: as referred to in this section shall be defined as per the following example:

One (1) day's notice shall mean three (3) shifts (twenty-four (24) hours and not an individual employee's shift) prior to the start of the first affected shift. Also, the notice period shall be deemed to commence coincident with the posting of the revised schedule. A reasonable effort will be made to contact the employee affected by the change.

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

1. Personal time off,
2. Travelling time outside normal working hours.

3. Payment for temporary supervision.
4. Time charges and expenses - employee union representative.

When the following items **apply** a "day" will be the scheduled hours of **work** for that **day**:

1. Jury duty.
2. Funerals.
3. Moving day.

The basic statutory and special time off provisions remain unchanged in that the time off and **pay** entitlements will continue to be calculated on a seven (7) hour basis.

39.2.12 When **employees are** on vacation or sick leave, their time for these particular days is to **be** credited with only seven (7) hours and no positive time balance of one (1) hour.

40.0 OVERTIME PROVISIONS

Due to the nature of the Company **operations**, some employees will **be** required to **work** overtime. Overtime will be minimized and managed within the limits of corporate effectiveness and customer impact. In recognition of employee well-being and inconvenience, an effort shall **be** made to equitably distribute overtime amongst all qualified employees.

40.1 Overtime Definitions

Overtime: Overtime, as used herein, means that **part** of the actual **working** time which is outside the normal scheduled hours, and is therefore, subject to compensation at premium rates,

Part C - Weekly Salaried Only

Prearranged Overtime: Work performed outside the normal scheduled hours for which notification must be given a minimum of twenty-four (**24**) hours in advance (twenty-one (**21**) hours for computer sub-branch shift working employees), Time shall be counted from the time the **employee** reports for **work** until the **employee** finishes **work**. Where this **advance** notice is **not given**, overtime shall **be** considered as emergency overtime.

Emergency Overtime: Work performed outside the normal scheduled hours which is neither prearranged nor extension overtime. Time shall be counted from the time the employee reports for work until the employee finishes work.

Extension Overtime: Work performed outside the normal scheduled hours as an extension of the normal scheduled hours/shift (either immediately **preceding** or

following the normal scheduled hours/shift). Time shall be counted from the time the employee reports for **work** until normal starting time or from normal quitting time until the employee finishes **work**.

40.2 Minimum Payments

40.2.1 Part B Employees (Maintenance Trades)

All overtime performed, or reported for due to **lack** of notice of cancellation, shall result in a minimum payment of the greater of four (4) hours at straight time pay or the actual time **worked** at the **appropriate** premium rate, except in the following circumstances:

1. Overtime **arranged** during normal **working** hours and worked as an extension before **and/or** after the employee's normal hours of **work** requires no minimum payment.
2. When short call-outs are repeated within one (1) hour **of** the completion of a previous call-out for which the minimum **was** paid, no additional minimum payment is required.
3. For **overtime** call-outs occurring less than two (2) hours before the commencement of normal starting time, the minimum will not **apply** and the **appropriate premium rate will be** paid continuously from call-out time until normal starting time.

40.2.2.1 Part C Employees (Weekly Salaried)

All Part C weekly-salaried employees who **are called** out to **work** overtime **with** or without notice shall receive the following:

When minimum payments **apply** no travel allowance will be paid.

1. All prearranged overtime performed or reported for due to lack of notice of cancellation, Monday to Friday inclusive, shall receive a minimum of two (2) hours at straight time or the actual time **worked** at the **appropriate** premium rates, whichever is the **greater**.
2. All prearranged overtime cancelled within forty-eight (48) hours of the designated time of **work** commencement shall require payment of two (2) hours at straight time.
3. All prearranged overtime performed **or** reported for **due** to lack of **notice** of cancellation on Saturdays, Sundays and statutory holidays shall receive a minimum payment of four (4) hours at straight time or **the** actual time **worked** at the appropriate premium rates, whichever is the greater.

4. This shall not **apply** where the overtime period commences on a Saturday, Sunday or **statutory** holiday, as part of a longer overtime period continuing into the next calendar **day**.
5. All emergency overtime **work shall** receive a minimum payment of four (4) hours at straight time or the actual time worked at the **appropriate** premium rate, **whichever** is the greater, providing short emergency calls are not repeated within one (1) hour of the completion of a previous call for which the four (4) hour minimum **was** paid.

If the call-out occurs less than two (2) hours before the commencement of normal starting time, the minimum will not apply and the appropriate premium rate will **be** paid continuously from the call-out time until normal starting time.
6. Minimum payments **will not apply** to concrete inspectors required to **work up** to two and one-half (2.5) hours overtime on Friday unless an extra trip to **work** is required.

40.3 Premium Payments

40.3.1 Part B Employees (Maintenance Trades) Other Than Stationary Engineers

Premium payment for overtime which does not include shift **work** shall be as follows:

1. One and one-half times **the** employee's **basic** rate shall be **paid** for all **work** performed during the first four (4) **clock** hours after normal quitting time, Monday to Friday inclusive.
2. Two times the employee's basic rate shall be paid for:

All **work** performed outside of the first four (4) clock hours after normal quitting time, Monday to Friday inclusive,

All **work** performed on Saturday, Sunday and statutory holidays,
3. When *less* than forty-eight (48) hours' notice has been provided and **an extra trip** to the **work** location has been made to work overtime, time shall be counted from the time the employee leaves his/her home until **he/she** returns.

40.3.1.1 Overtime Cancellation Payments

All overtime cancelled within forty-eight (48) hours of its scheduled commencement shall result in a **cancellation** payment of two (2) hours **at** straight time rate **except** in the following circumstances:

1. Overtime arranged during normal scheduled hours as an extension to those normal scheduled hours **requires** no cancellation payments.
2. Overtime arranged as an extension before the normal hours of work requires no cancellation payment if cancelled with more than sixteen (16) hours' notice **prior** to **its** commencement.

40.3.2 Part C Employees Weekly Salaried)

Overtime, as used herein, means that **part** of the actual working time which is outside the normal scheduled hours, and is therefore, subject to compensation at premium rates.

Premium payment for overtime shall be as follows:

1. One and one-half times **the** employee's basic rate shall be paid for all **work** performed **during** the **first** four (4) clock hours after normal quitting time, Monday to **Friday** inclusive. It **will** also **apply** to the first four (4) hours of **overtime worked** on **an** unscheduled day of **work**.
2. Two times the employee's basic rate shall be **paid** for:
 - **All work** performed outside of the first four (4) hours after normal quitting time, Monday to Friday inclusive, and after the first four (4) hours on an unscheduled day of **work**.
 - **All work** performed on Saturday, Sunday and statutory holidays which occur Monday to Friday.
3. Overtime rates shall **be** computed by dividing the **employee's** basic **weekly** salary by hisher normal **weekly** hours of **work**.

40.4 Special Provisions Concerning Overtime

40.4.1 Part B (Maintenance Trades)

1. Because an employee was required to **work** overtime or because **he/she** lost time in changing shifts, **he/she** shall not **be** prevented from working hisher total number of normal daily hours in any normal scheduled day of **work**. If the employee cannot be **supplied with** the work required to make up the eight (8) hours' **work** in that day, **his/her** **pay** shall be adjusted to provide a minimum of eight (8) hours' **work**.
2. If an employee **who** has worked overtime is physically capable and the gang of which **he/she** is ordinarily a member is **at work**, **he/she** shall not **be** deprived of the opportunity of working hisher normal scheduled hours in addition to the overtime **he/she** **may** have **worked**.

3. **An** employee who has accumulated overtime hours shall receive this. in earnings, calculated at the appropriate premium **rate** and cannot be **required** to **take** time off in lieu of payment,

4. Employees **who** have **worked** overtime **qualify** for **a** rest period based on the following:

1. An employee who is required to **work** continuously for more than sixteen (16) hours, or an employee who accumulates sixteen (16) hours of **working** time in any twenty-four (24) hour period without a minimum five (5) hour continuous **break** between 2300 and 0700 hours, shall **be** entitled to an eight (8) hour rest period, Time spent for meals may be deducted from the total elapsed time but is not to be considered as breaking the continuity of the hours **worked**.

If the **rest** period extends into the employee's normal scheduled hours of **work** he/she shall **be** paid **at** straight time rates for the portion of the rest period which extends into the normal scheduled hours, This is in addition to the overtime worked.

Should the employee **be** required to continue **working** beyond the **above** sixteen (16) hour **work** periods, the employee shall be paid two times his/her normal **basic** rate until an eight (8) hour rest period is granted.

Should an employee be released before sixteen (16) hours have elapsed, he/she will not **be** entitled to an eight (8) hour rest period, and his/her right to continue **work** at straight time will be governed by Section 40.4.1(2), **above**.

2. **An** employee on day work who is required to **work** four (4) but less than **six** (6) accumulative overtime hours between the hours of 2300 and 0700 shall be entitled to **a** four (4) hour rest period,

3. **An** employee on **day work** who is required to **work** six (6) or greater accumulative overtime hours between the hours of 2300 and 0700 shall **be** entitled to an eight (8) hour rest period.

4. **If** the rest period in 2 and 3 above extends into the **employee's** normal scheduled hours of work, he/she shall be paid at straight time rates for the portion of the rest period which extends into the normal scheduled hours. Should the employee be required to continue working during normal scheduled hours, the employee shall be paid at **two** times his/her normal basic rate until the rest period is granted,

5. **In** computing overtime for **hourly-rated** employees on shift **work**, **excluding** stationary engineers, 4th class, **one** and one-half times the employee's basic

rate shall be paid for all **work** performed during the four (4) hour period following the scheduled shift and two times the employee's basic rate shall be paid for all work performed during the twelve (12) hour period prior to the start of the scheduled shift, Monday to Friday inclusive. All **work** performed on Saturday, Sunday and statutory holidays shall be paid at two times the employee's basic **rate**.

6. Overtime Weekly-Rated: The following trades weekly-rated classifications shall receive **overtime** in accordance with the "premium payments" section of Part A, Item 40.3.1 for all **work** in excess of the indicated hours:

(a) In excess of eight (8) hours in a day; janitorial staff and vehicle services attendants,

40.4.2 **Part C (Weekly Salaried)**

1. In order to alleviate **excessive** inconvenience, an effort shall be made to equitably distribute overtime amongst all **qualified** employees. Where employees feel they **have** been assigned abnormal amounts of overtime, consideration of such **cases** shall be considered **fit** matter for discussion at local level,

2. The Company agrees to control excessive authorized overtime by restricting actual overtime to not more than twelve (12) hours per **week, excluding** travelling time. Under extraordinary circumstances, the Union will consider waiving the restrictive features of this clause.

3. A travelling **allowance up** to a maximum of one (1) hour shall **be** paid at the **appropriate** overtime rate when an employee is called in to work overtime and an **extra trip** is involved, See also Section 40.2.3.

4. Because an employee **was** required to **work** overtime or because he/she lost time in changing shifts, he/she shall not be prevented from working his/her total number of normal daily hours in **any** normal scheduled day of **work**. If the **employee cannot be supplied** with the **work required** to make **up** the normal daily hours of **work** in that day, his/her **pay** shall be adjusted to **provide** a minimum of his /her normal **weekly** hours of **work**,

5. If an employee who has **worked** overtime and is physically capable and the group of which he/she is ordinarily a member is **at** work, he/she shall not be deprived of the opportunity of working his/her normal scheduled hours in addition **to** the overtime he/she may have worked.

6. **An** employee who has **accumulated** overtime hours **shall receive** this in earnings, **calculated** at the **appropriate** premium rate **and** cannot be **required** to **take** time off in lieu of payment.

7. **An** employee who is **required** to **work** continuously for more than **sixteen** (16) hours or an **employee** who accumulates sixteen (16) hours of **working**

time in any **twenty-four (24)** hour period without a minimum five (5) hour continuous **break** between **23:00** and **07:00 hours** shall be entitled to an eight (8) hour rest period. Time spent for meals may be deducted from the total **elapsed** time but is not to be considered as breaking the continuity of **the hours worked**.

If the rest **period** extends into the employee's normal scheduled hours of **work**, he/she shall be paid **at** straight **time** rates for the portion of the rest period which extends into **the normal** scheduled hours. This is in addition to the overtime **worked**.

Should he/she be **required** to continue **working** beyond sixteen (16) hours he/she shall be paid two times his/her normal basic rate until an eight (8) hour rest **period** is granted. Should an employee be released before sixteen (16) hours have elapsed, he/she will not be entitled to an eight (8) hour rest period, and his/her right to continue work at straight time will be governed by Section 40.4.3(5).

None of the provisions of Subsections 40.4.3(1.), (2.), (4.), (5.) and (6.) is applicable to employees referred to **in** Section 38.2.0(4.).

40.5 Overtime - Regular Part-Time and Temporary Part-time Employees

Overtime is defined as:

- (a) Hours **worked** which are in **excess** of the normal daily hours of the classification. **The** premium payment for such **work** is one and one-half times the employee's basic **rate** for **all work** performed during the first four (4) **clock** hours after the normal quitting time of the classification, and two times the employee's basic rate for all **work** performed outside of the first four (4) clock hours after **the** classification's normal quitting **time**.

and/or

- (b) Hours **worked** in excess of twenty-four (24) in a **week**. The premium payment for such **work** is **one and** one-half times the employee's basic **rate** **for** the first four (4) hours worked in a day, Two times the employee's basic **rate** for **all work** performed in excess of four (4) hours in a day.

and/or

- (c) **Unscheduled hours worked** on Saturday and Sunday. The premium payment for unscheduled hours worked on Saturday and Sunday is two times the employee's basic rate.

40.6 Equivalent Time Off Without Pay

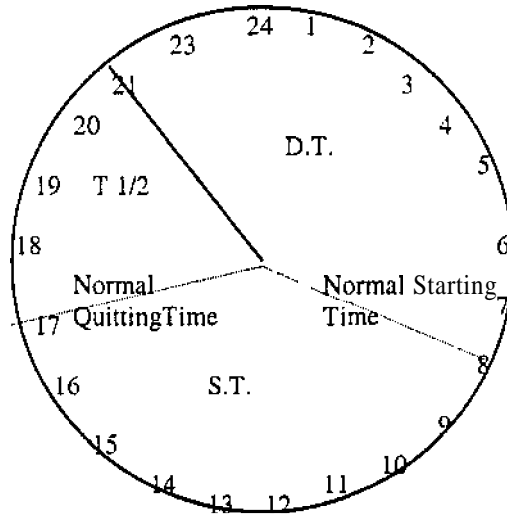
See Part A, Section 10.2

TIME ENTITLEMENT - INFORMATION MANAGEMENT FACILITIES

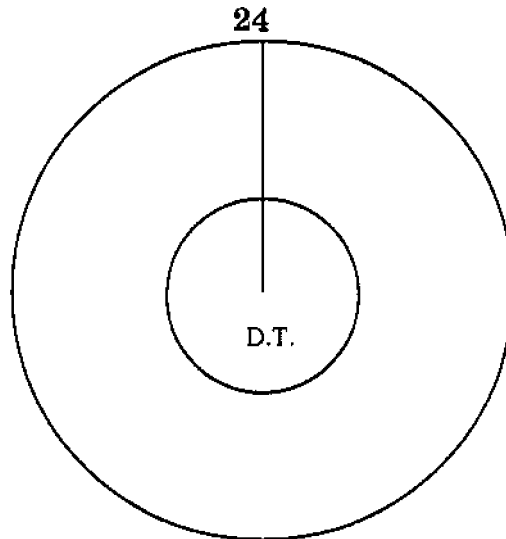
	Monday to Friday	Saturday	Sunday	Statutory Holiday Monday to Friday	Statutory Holiday Saturday
Scheduled Hours of Work	Straight Time	Straight Time	Time and one-half	Time and one-half plus statutory holiday credit	Time and one-half
Non- Scheduled Hours of Work	First four (4) clock hours worked after normal quitting time at one and one-half times. All other hours worked at two times,	Double Time	Double Time	Double time plus statutory holiday credit	Double Time
Scheduled Day Off	NO Entitlement	No Entitlement Entitlement	No Entitlement Entitlement	Statutory Holiday Credit	No Entitlement

OVERTIME TABLE - HOURLY RATED EMPLOYEES

Monday to Friday



Saturday, Sunday, and Statutory Holiday



41.0 MEMBERSHIP LISTS

The Company will supply the PWU with a monthly list of all PWU members in Inergi (including full time, part time, temporary, hiring hall, LTD, etc., including:

- **Name**
- **Employee #**
- **ECD**
- **OCC Code**
- **Title**
- **Grade**
- **Building Code**
- **Status**
- **Business**

The Company will provide the Chief Steward with a quarterly list of all contractors doing represented work in Inergi LP. This will include:

- **Name**
- **Business**
- **Start Date**
- **Expected End Date**

42.0 GOAL SHARING PLAN - TSDC & LOB STRUCTURE

The parties agree to a revised Inergi PWU Goal Sharing Plan. The principles of the revised Goal Sharing Plan shall be the rewarding of achievements based upon Line of Business (LOB) and Toronto Service Delivery Centre (TSDC) targets and the recognition of a direct connection between performance and rewards. The Goal Sharing Plan shall be calculated according to a pre-established ratio of TSDC and LOB measures and targets. It is understood that the targets shall be simple, measurable, challenging yet attainable, relevant and timely as well as being consistent with targets within management performance contracts and fairly applied.

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

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

- a) **the size of the reward “pot”,and**

b) TSDC & LOB results for the Plan year.

The maximum size of the reward “pot” is 5.5% for 2005 and 2006 and 6% for 2007 of the base payroll for all regular PWU-represented employees on the payroll as of December 31st of the Plan year.

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

There are four TSDC categories:

- financial
- operational excellence
- customer satisfaction
- organizational strength

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

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

All eligible employees in a LOB receive an equal share of the payout for that business,

All regular full-time and regular part-time PWU represented employees of Inergi LP on Inergi payroll as of December 31st of the Plan year are eligible to participate in the plan. Pro-ration will apply to part-time employees, and employees who join the plan part way into the year. Rewards will be pro-rated for those individuals who, during the plan year, have leaves of absence greater than 15 consecutive days without pay. Rewards will be pro-rated based on the pro ration formula defined in the Collective Agreement (A-1, 1.2.2).

The Company will endeavour to pay out no later than March 31st of the following year,

43.0 WORK ASSIGNMENTS BETWEEN BARGAINING UNITS

43.1 Definitions

“Shared Services” includes ongoing work that provides internal support to both Inergi LP and New Horizon System Solutions (NHSS). Such services typically include Strategic Sourcing, Finance, Human Resources and support for internal tools and processes utilized across the two companies,

“Bargaining Unit” (BU) means either of the PWU bargaining units in Inergi LP and NHSS.

43.2 Temporary Assignments to another Bargaining Unit (BU)

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

1. Short Term Assignments

- A short term assignment may be of short notice but will be of short duration (20 consecutive working days or less),**
- The employee retains all rights under the collective agreement of their “home” BU.**
- The employee’s schedules hours per work week will not be changed or reduced as a result of these assignments unless mutually agreed to by the employer and employee, The Union reserves the right to challenge these decisions,**
- Temporary assignments shall be consistent with the employee’s job classification.**
- The company may assign work directly *to* employees if the duration of the assignment is 2 consecutive *days* or less.**
- For assignments greater than 2 consecutive days, the company will ask for volunteers, If there are no volunteers the company may assign on a junior force basis, or, after appropriate discussions with the designated PWU representative, seek other alternatives to complete the work.**
- All travel between assignment locations will be completed on paid employer time during normal scheduled hours.**

2. Long Term Assignments

- Long term assignments will be for periods of up to 18 months after discussions with the relevant Chief Steward,**

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

43.3 Vacancies

- **Employees within the NHSS BU have the right to apply for vacancies within the Inergi LP BU.**
- **Selections to such vacancies will be made as per the relevant sections of Article 10. Unsuccessful applicants will be entitled to file a non selection grievance under the hiring BU collective agreement ,**
- **The employer(s) will ensure that all employees in both BUs will have easy and timely access to such postings.**
- **A successful applicant to a vacancy in the other BU will become an employee of the "hiring" BU. The employee will retain service credits for all purposes as a result of the selection to the vacancy. Successful applicants will be eligible for the appropriate moving expenses .**

43.4 Ongoing Shared Services Work

- **Inergi LP may assign an employee to perform work in more than one BU on an ongoing basis, subject to the following conditions:**
- **The employee retains all rights under the collective agreement for their "home" BU.**

- Vacancies for existing positions providing Shared Services shall be advertised in the position's original "home" BU.
- Vacancies for new positions providing Shared services shall be allocated to the BU that possesses the skills and capabilities to do the work most effectively consistent with the historical distribution of the Shared Services work by function (e.g. Finance, Human Resources) between the two BUs.
- The historical distribution will be calculated as of April 1, 2004.
- These assignments shall be consistent with the employee's job classification.
- No regular employee will be involuntarily laid off as a result of the use of Shared Services,

43.5 Implications re: Article 11

In the event that an Article 11 process *is* initiated *in* NHSS and not *in* Inergi LP, then the following provisions will apply to Inergi LP PWU vacancies.

- 1. All open Inergi LP vacancies will be frozen once the displacement process has commenced in NHSS. Vacancies will remain frozen until the names of the NHSS employees who will be displaced, laid off and terminated are announced, Once the announcement has been made, Inergi LP vacancies that were frozen will be re-posted.**
- 2. From the period after the announcement identified in item 43.5.1 and until the date of termination set out in the initial notice of termination/layoff, NHSS PWU represented employees who have been identified as laid off and terminated as a result of the displacement process will be given access to open vacancies. In this context, fair and objective consideration will be given to all NHSS candidates who have received a notice of layoff/termination prior to Inergi LP candidates.**

43.6 Reciprocal Agreements

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

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

44.0 EMPLOYEE TRAINING AND DEVELOPMENT

- **It is important to keep employees' skills current.**
- **The expected outcomes of an effective Training and Development program are to:**
 - **Maintain a highly skilled workforce relevant to our business needs;**
 - **Create opportunities for career development and advancement for our employees;**
 - **Increase individual productivity through improved skills and job experience; and**
 - **Increase customer satisfaction through improved service delivery.**
- **Every employee will receive a minimum of 14 hours of training per year. Over a three-year period, an employee will be provided with a minimum of 63 hours of training. This commitment does not provide a guarantee for any specific employee, but is an average for Inergi that will be maintained,**
- **Both technical and non-technical training will be provided to employees where it is required for their career development.**
- **Training will be linked to, and integrated with, both the employees' Personal Development Plans (PDPs) and Inergi's business plans.**
- **Management will initiate the process of developing Personal Development Plans for all employees,**
- **Every PWU represented employee will have a PDP and his/her training needs identified no later than March 31st. The development of the PDP is a joint effort between the supervisor and the employee,**
- **A review of training requirements for Inergi PWU employees will take place with the Chief Steward quarterly. The purpose of the review is to ensure that the PDP process has been completed and that training is scheduled to take place in accordance with the commitments,**
- **If a dispute arises over an employee's PDP, the Chief Steward and Manager will meet and attempt to resolve it. If a resolution cannot be found, it will be referred to the Grievance Review Board.**
- **The Company and the PWU will meet to jointly develop the Personal Development Form prior to any implementation.**

45.0 DESIGNATED EMPLOYEES SUPPORTING U.S. CLIENTS

This general item applies to employees who may be working in the same job classification as other employees in the same organizational unit at the Markham Accounting Centre (MAC).

The terms and conditions governing their work is similar to those governing other employees working at the MAC with the following exceptions:

- o **The following statutory holidays will be observed by a designated group of employees working primarily in support of U.S. clients:**

New Year's Day – January 1st

Memorial Day – Last Monday in May

Independence Day – July 4th

Labour Day – 1st Monday in September

Thanksgiving – Last Thursday and Friday of November

Christmas Day – December 25th

- o **The following Canadian Statutory Holidays will be worked at straight time and considered a part of the designated employees regular ongoing work schedule:**

Good Friday

Easter Monday

Victoria Day

Canada Day

Civic Holiday

Thanksgiving Day

Boxing Day

In addition, these designated employees will be allowed three (3) Floating Holidays which may be taken on such days as the employee and his/her supervisor mutually agree upon, following reasonable notice on the part of the employee,

45.1 U.S. Client Support Bonus

Regular existing employees, as of October 1st, 2004, who are successful in being selected to a vacant Designated U.S. Client Support Position, will be paid 1.5X per hour for working the Canadian Statutory holidays listed above.

Employees hired after October 1, 2004, will not be eligible for the U.S. Client Support Bonus.

PART B

MAINTENANCE TRADES

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PART B

MAINTENANCE TRADES

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PART B

MAINTENANCE TRADES

Specific Matters of Agreement

1.0 WAGES

Wage rates shall be in accordance with **the** wage schedules which are part of this Agreement.

2.0 STANDBY ,SERVICE DUTY AND ON-CALL

Employees may be **placed**, as **required**, outside of their regular working hours on any one of three types of special duty, depending **on the** nature of the anticipated **work** and the extent to which their freedom must **be** restricted, as follows:

2.1 Standby

Employees on standby shall remain at **a** specified point from which they shall be ready to proceed to their **work** location immediately upon receipt of instructions. Their freedom is restricted to the same degree as if they were being held at their regular **work** headquarters pending issuance of **work** instructions, and they are considered **for all** intents and **purposes to** be already on the job.

Any employee of the Company may **be required to** perform this type of service, for which payment will be made at the **rate** appropriate to the particular situation.

2.2 Provisions for Telephones

Telephone service to such designated employees deemed necessary by the Company shall be in accordance **with** Mid-Term **Agreement** IN-MID-1.

2.3 When an employee is on **service** duty or on-call **a paging** device will be supplied **where** such service is available and experience in that **area** has **proven** it will **provide a** reliable service.

3.0 TRAVELLING TIME TO AND FROM THE JOB

Hourly-rated employees shall travel from their headquarters to and from the job on Company time. The **word** "headquarters" shall be for the purpose of this item "where the employee normally reports for **work**".

4.0 HEADQUARTERS

Headquarters, as referred to herein, means the building or point designated by the Company at which the employees are expected to report for **work** or to assemble for preparation for leaving for **work** at outside points. Employees moving from point to point, **may** have temporary headquarters established at some hotel or boarding place or some **garage** at which the truck is **kept** and **at** which the employees are to assemble,

5.0 TRUCK DRIVERS' CLASSIFICATION

Class I - Operates any vehicle or combination of vehicle and trailer with a Gross Vehicle Weight (GVW) of greater than 28,000 pounds (12,700kg)

6.0 JOURNEYPERSON "AA"

A **journeyperson** tradesperson who is required to work at another trade requiring skills of a **level equal** to or greater than his/her **own** trade shall be entitled to **journeyperson 'AA'** rating for a minimum of eight (8) hours,

If a **journeyperson** tradesperson receives **the journeyperson 'AA'** rate for any part of a **day** during forty (40) days or more in any calendar year, he/she will be appointed and paid as a **journeyperson 'AA'** for that entire calendar year.

If the **journeyperson 'AA'** rate is **paid for** more than fifty percent (50%) of a calendar year to the members of a crew, for a specific trade, one (1) of the members of the crew will be appointed and paid as a **journeyperson 'AA'** for that entire calendar year.

7.0 CONTRACT MONITORING

Employees required to monitor the quantity, quality and/or safety of contractors **work** shall be paid **five percent (5%)** above the **journeyperson** rate of his/her trade.

8.0 SUPERVISORY RESPONSIBILITIES

Many factors are involved in trades supervision. The depth of involvement in these factors defines the level of supervision required, There are three (3) levels of regular supervision within union jurisdiction. These are: union trades supervisor - level 3, union trades supervisor - level 2 and union trades supervisor - level 1. The responsibilities associated with each of these levels are set out in the "Trades Responsibilities and Supervisory Criteria" dated July 15, 1968, which is an **appendix** to this Agreement.

8.1 Tradesperson Responsibilities

A tradesperson is required to exercise judgment and control over his/her own actions so that **the** assigned **work** may **be** performed safely, efficiently, and effectively, and with consideration of its effect on others.

In a **work** situation, a **journey**person will be responsible only for his/her own work and the **work** and training of one (1) apprentice or helper. However, for the purposes of training, a **journey**person may be required to teach trade skills of a specific task to more than one (1) apprentice or **journey**person at one time. During such a teaching situation, the journey person is responsible, only, for the demonstration of trade skills and not for the work of the apprentices or **journey**person involved,

Related to the above, a "helper" is a person of lower classification than the tradesperson he/she is assisting; and "apprentice" is a person of lower classification than **journey**person progression in a trade.

8.2 Supervisory Responsibilities of a Union Trades Supervisor - Level 3

A union trades supervisor - level 3 supervises an assigned crew on specific jobs and does so for periods up to five (5) days without face-to-face contact with his/her supervisor **who will carry out** the higher responsibilities of the job, Less frequent contact requires that the union trades supervisor - level 3 **be paid** at the **appropriate** supervisor rate, He/she performs physical **work** activities. This classification is paid at a rate which is eight **percent** (8%) above the **journey**person rate of his/her trade or eight percent (8%)**above** the **journey**person rate of the highest trade supervised, whichever is the greater.

For the purposes of this item, if either the supervisor or the employees being **supervised are** receiving a Journey person "AA" rate, this rate will **be** used in determining the **appropriate** Union Trades Supervisor rate.

8.3 Supervisory Responsibilities of a Union Trades Supervisor - Level 2

A union trades supervisor - level 2 supervises staff on a continuing basis to **carry out** a given **work** program. He/she performs physical **work** activities. This classification is paid at a rate which is seventeen percent (17%) above the **journey**person rate of his/her trade or seventeen percent (17%)**above** the **journey**person rate of the highest trade supervised, whichever is the greater.

For the purposes of this item, if either the supervisor or the employees being supervised **are receiving** a Journey person "AA" rate, this **rate** will be **used** in determining the appropriate Union Trades Supervisor rate.

8.4 Supervisory Responsibilities of a Union Trades Supervisor - Level 1

A union trades supervisor - level 1 performs the complete supervisory responsibilities **over** a trade staff. He/she performs physical **work** activities. This classification is paid at a rate which is twenty-two **percent** (22%) above the **journey**person rate of his/her trade or twenty-two percent (22%)**above** the **journey**person rate of the highest trade supervised, whichever is the greater,

For the **purposes** of this item, if either the supervisor or **the employees** being supervised **are receiving** a Journey person "AA" rate, this rate will **be used** in determining the **appropriate** Union Trades Supervisor rate.

8.5 Supervisory Responsibilities of a Management Supervisor

A management supervisor's responsibilities are of a supervisory nature as described in the Trades Responsibilities and Supervisory Criteria. Normally, they must not **take** the place of skilled workers. In the event that an emergency **work** condition arises, **skilled** help should be called in. **However, where** suitable skilled help is not **available** at the required time, supervisors **are** expected to perform whatever duties are necessary. The foregoing is not intended to prohibit the supervisor from using the tools of the trade for training **purposes**.

9.0 PAYMENT FOR TEMPORARY SUPERVISION

Overall supervision of a **crew** is **provided** by a supervisor and/or union trades supervisor - level 3 carrying out the appropriate responsibilities set out in 8.2 to 8.5. However, a crew may be assigned a **task** without a regular supervisor in attendance, in which **case** a temporary supervisor may be **appointed**. In such instances, any responsibility **for** supervision must be assigned, it cannot be assumed. When so assigned, the level of supervision to be performed and paid must be designated in accordance with Section 8.0, **above**.

Employees shall not be held accountable for more than **journeyperson** responsibilities that have not **been** assigned.

Where no regular supervisor is **on** a job the following shall apply:

1. Where a **journeyperson** is responsible for one (1) helper or one (1) apprentice, there shall **be** no payment for supervision.
2. Where two (2) **journeypersons** are **working** together and each is responsible **for his/her** own **work**, **there** shall be **no** payment **for** supervision. However, where a **journeyperson** is held responsible for the work of another tradesperson, other than a helper, **he/she** shall be appointed and paid as a lead hand or union trades supervisor - level 3. A lead hand shall be paid for assigned responsibilities in excess of two (2) hours per day, in which case **he/she** shall be paid five percent (5%) **above** the journeyperson rate of **his/her** trade, or five percent (5%) above the **journeyperson rate** of the highest **trade** supervised, whichever is greater, for a minimum of four (4) hours, **or** the actual hours **worked** as a **lead** hand, whichever is **greater**. **Lead** hand responsibilities **are** as appended to the "**Trades Responsibilities and Supervisory Criteria**" document. Lead Hand rate will not be **applicable** to Regional Maintainer classifications.
3. Where a **group** of employees **are working** at a location on jobs which are independent of one another **and planned** by a supervisor so that **no** coordination of their activities is required, additional supervision will not **be required**.

Where the job is being performed by three (3) or more employees, one (1) of them shall be appointed and **paid** as a union trades supervisor - **level 3** or level 2. In such cases if he/she supervises for more than two (2) hours in a day he/she shall be **paid** the supervisor rate for a minimum of four (4) hours or the actual hours he/she supervises, whichever is greater.

9.1 Schedule of Payment for Relief Supervision in an Established Position

The following schedule shows the rate to be paid for employees relieving a supervisor. The column figures represent the **percentage** to be paid above the basic journey person rate.

Regular Classification	Level 3 Supervisor	Level 2 Union or Management Supervisor	Level 1 Union or Management Supervisor
Journey person	8	17	22
Level 3 Supervisor		17	22
Level 2 Supervisor		17	22
Level 1 Supervisor			22

10.0 ADVERSE WEATHER

When in the Company's opinion the weather *is* unduly adverse, employees shall not normally be **required to work** outside and the following shall apply:

10.1 Regular Employees

Regular employees shall within normal **scheduled** hours be provided with inside work.

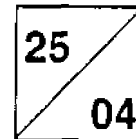
10.2 Regular-Seasonal Employees

Employees who have attained regular-seasonal status in accordance with Part A, Item 2.0, and continue to **be** employed on a seasonal basis shall be entitled to a half day's **pay** per day or **pay** for actual hours worked or held whichever is the greater, providing the employee reports for **work**.

10.3 Temporary Employees

Two (2) hours' **pay** will be allowed when a temporary employee reports **and is** prepared to remain for two (2) hours **at his/her place** of work and is prevented from **working** due to unduly adverse weather,

If a temporary employee is required to remain at **his/her place of work** longer than two **(2)** hours, **he/she** shall **be** paid for all the time **he/she** is required to stay on the job.



**INERGI LP / POWER WORKERS' UNION COLLECTIVE AGREEMENT
SALARY SCHEDULE 25
TRADES
DOLLARS PER HOUR**

<u>Grade</u>	<u>Trade</u>	<u>Step 0</u>	<u>Step 1</u>	<u>Step 2</u>	<u>LTS</u> <u>LVL 3</u> <u>Step3</u>	<u>SUPV</u> <u>LVL 2</u> <u>Step4</u>
08	Labourer (1)	17.18	19.87	22.07	23.84	25.83

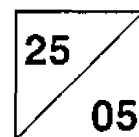
NOTES:

(1) Progressions are on six (6) month intervals until Step 2 is reached.

In the Trades schedule, when an employee not at the maximum rate for his/her group is regraded, he/she will receive the rate of the corresponding year in the higher group and retain the same progression date.

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

Compensation & Benefits
Effective: October 1, 2004



INERGI LP / POWER WORKERS' UNION COLLECTIVE AGREEMENT
SALARY SCHEDULE 25
TRADES
DOLLARS PER HOUR

<u>Grade</u>	<u>Trade</u>	<u>Step 0</u>	<u>Step 1</u>	<u>Step 2</u>	<u>LTS</u>	<u>SUPV</u>
					<u>LVL 3</u>	<u>LVL 2</u>
					<u>Step 3</u>	<u>Step 4</u>
08	Labourer(1)	17.70	20.46	22.73	24.55	26.59

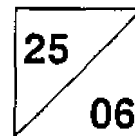
NOTES:

(1) Progressions are on six (6) month intervals until Step 2 is reached.

In the Trades schedule, when an employee not at the maximum rate for his/her group is regraded, he/she will receive the rate of the corresponding year in the higher group and retain the same progression date.

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

Compensation & Benefits
Effective: October 1, 2005



**INERGI LP / POWER WORKERS' UNION COLLECTIVE AGREEMENT
SALARY SCHEDULE 25
TRADES
DOLLARS PER HOUR**

<u>Grade</u>	<u>Trade</u>	<u>Step 0</u>	<u>Step 1</u>	<u>Step 2</u>	<u>LTS</u> <u>LVL 3</u> <u>Step 3</u>	<u>SUPV</u> <u>LVL 2</u> <u>Step 4</u>
08	Labourer (1)	18.19	21.02	23.36	25.23	27.33

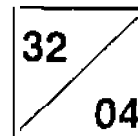
NOTES:

(1) Progressions are on six (6) month intervals until Step 2 is reached,

in the Trades schedule, when an employee not at the maximum rate for his/her group is regraded, he/she will receive the rate of the corresponding year in the higher group and retain the same progression date.

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

Compensation & Benefits
Effective: October 1, 2006



INERGI LP / POWER WORKERS' UNION COLLECTIVE AGREEMENT
SALARY SCHEDULE 32
TRADES SERVICES - (HOURLY RATED)
DOLLARS PER HOUR

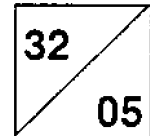
<u>Grade</u>	<u>Title</u>	<u>STEP 0</u>	<u>STEP 1</u>	<u>STEP 2</u>	<u>STEP 3</u>	<u>UTS</u> <u>LVL 3</u> <u>STEP 7</u>	<u>SUPV</u> <u>LVL 2</u> <u>STEP 8</u>
10	Truck Driver Class 3	22.64	23.69	24.27			
11	Truck Driver Class 2	23.69	24.39	25.12			
12	Truck Driver Class 1	24.31	25.37	26.57			
16	Stockkeeper Helper		22.78	23.88	24.82		
18	Stockhandler		23.68	24.73	25.44	27.48	29.76
19	Forklift Operator		24.21	25.27	26.00		30.42
21	Stockkeeper		26.98	27.74	28.31	30.57	33.12
30	Material Handler 'B'		23.68	24.73	25.44	27.48	29.76
31	Material Handler 'A'		24.21	25.27	26.00	28.08	30.42

* First increase six months after starting date.

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

Compensation & Benefits
Effective: **October 1, 2004**

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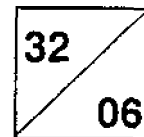
**INERGI LP / POWER WORKERS' UNION COLLECTIVE AGREEMENT
SALARY SCHEDULE 32
TRADES SERVICES - (HOURLY RATED)
DOLLARS PER HOUR**

<u>Grade</u>	<u>Title</u>	<u>STEP 0</u>	<u>STEP1</u>	<u>STEP2</u>	<u>STEP3</u>	<u>UTS LVL 3 STEP7</u>	<u>SUPV LVL 2 STEP 8</u>
10	Truck Driver Class 3	23.33	24.40	25.00			
11	Truck Driver Class 2	24.40	25.12	25.87			
12	Truck Driver Class 1	25.04	26.14	27.37			
16	Stockkeeper Helper		23.46	24.59	25.56		
18	Stockhandler		24.39	25.47	26.20	28.30	30.65
19	Forklift Operator		24.93	26.03	26.78		31.33
21	Stockkeeper		27.79	28.58	29.16	31.49	34.12
30	Material Handler 'B'		24.39	25.47	26.20	28.30	30.65
31	Material Handler 'A'		24.93	26.03	26.78	28.92	31.33

* First increase six months after starting date.

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

**Compensation & Benefits
Effective: October 1, 2005**



INERGI LP / POWER WORKERS' UNION COLLECTIVE AGREEMENT
SALARY SCHEDULE 32
TRADES SERVICES - (HOURLY RATED)
DOLLARS PER HOUR

<u>Grade</u>	<u>Title</u>	<u>STEP 0</u>	<u>STEP 1</u>	<u>STEP 2</u>	<u>STEP 3</u>	<u>UTS LVL 3 STEP 7</u>	<u>SUPV LVL 2 STEP 8</u>
10	Truck Driver Class 3	23.97	25.07	25.69			
11	Truck Driver Class 2	25.06	25.81	26.58			
12	Truck Driver Class 1	25.73	26.85	28.12			
16	Stockkeeper Helper		24.11	25.26	26.26		
18	Stockhandler		25.06	26.17	26.92	29.07	31.50
19	Forklift Operator		25.62	26.75	27.52		32.20
21	Stockkeeper		28.55	29.36	29.96	32.36	35.05
30	Material Handler 'B'		25.06	26.17	26.92	29.07	31.50
31	Material Handler 'A'		25.62	26.75	27.52	29.72	32.20

- First increase six months after starting date.

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

Compensation & Benefits
 Effective: October 1, 2006

PART C

WEEKLY-SALARIED

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PART C

WEEKLY-SALARIED

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- 5.0 POSITIONS EXCLUDED AS PER ARTICLE 1 - WEEKLY-SALARIED (CLERICAL AND TECHNICAL)

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PART C

WEEKLY-SALARIED

Specific Matters of Agreement

1.0 SALARIES

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

1.1 New Hire Compensation

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

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

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

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

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

2.0 ON CALL - INFRASTRUCTURE MANAGEMENT AND APPLICATION MANAGEMENT

On call is the term used to cover trouble call service performed by Information Technology Technicians. While on-call, they **are** allowed **up** to a maximum of two (2) hours between the time they are called and the time when they report to work.

The **rate of pay** for on-call duty will be one-half (1/2) hour at the employee's basic hourly rate per day, except for Saturdays, Sundays and statutory holidays when the rate will be one (1) hour at the employee's **basic** hourly rate **per day**, **An** employee **required** to report to **work** for on-call duty shall be **paid** for his/her working time in accordance with the standard regulations governing overtime, including the regulation governing **work performed** on a short call basis.

On-call duty by Enterprise Technology Services **will** be on a purely voluntary, individual basis.

3.0 POSTING OF VACANCIES

All vacancies as set out in Article 10 and **as covered by** this section of the Agreement will be posted when they become vacant with the following **exceptions**:

1. A **change** to the job duties, rating **and/or** salary grade resulting from a Clerical-Technical Job Evaluation Plan challenge, or a **Review** of a Rating **by** the Job Classification Committee, or a change to a job title **and/or** occupation code only, shall not **be** considered to create a vacancy.
2. A change to the duties of an occupied job, wherein the salary grade remains unchanged, shall not be considered to create a vacancy.
3. A change to the duties of a **job covered** by the Clerical-Technical Job Evaluation Plan which results in an increase to the salary grade shall not be considered to create a **vacancy** if there is, in the Company's opinion, an employee in the immediate **work group who** is the only one qualified to perform the resulting job. However, in such **cases**, if there is a **more** senior employee in the same job in the same **work group** who was not appointed to the resulting job, he/she shall have the right to **seek** redress under Article 2, Grievance Procedure.
4. Changes to jobs which result in a surplus in staff complement of the work group shall not **be** considered to create a vacancy in the resulting job(s).
5. The restructuring of a job in a manner which justifies application of the Downward Restructuring Rule (Section 4.9.2 of this section of Agreement) to **the** incumbent, shall not be considered to create a vacancy.

3.1 Posting Procedures

A notice of **vacancy** referring to **jobs** covered by the Clerical-Technical Job Evaluation Plan shall be based on the job description and job specification and shall be posted **province-wide**. Nothing contained in the notice of vacancy shall contravene the information contained in the job documents. No important information (subject to **space** limitations) shall **be** omitted. A notice of vacancy setting out a higher education or experience requirement than indicated in the job specification will require a corrected notice of vacancy and an extended date of closure.

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

4.0 CLERICAL-TECHNICAL JOB EVALUATION

NOTE

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

4.1 The Clerical-Technical Job Evaluation Plan

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

4.2 Jobs Covered by the ,Clerical-Technical Job Evaluation Plan

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

4.3 Identification of Jobs in Salary Schedule

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

4.4 The Union Clerical-Technical Job Evaluation Manual

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

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

4.5 Rights of the Parties

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

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

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

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

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

4.6 Salary Schedule

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

1. The salary schedule shall be **a** salary range schedule with **a** total of eighteen (18) salary grades,
2. The percentage increment from salary grade to salary grade (based on step **5** of each salary **grade**) calculated from salary grade **51**, step **5**, shall be annotated on the schedule **20** which is currently in effect.
3. Each **salary** grade is composed of **five** (**5**) steps. The **fourth** step is ninety-seven percent (97%) of the maximum and the **third** step is ninety-four percent (**94%**) of the maximum, **the second step is eighty-nine percent (89%) of the maximum and the first step is eighty-five percent (85%) of the maximum**. The time interval **required** for anniversary progression shall be in accordance with Part A, Section 3.0.
4. When an incumbent is promoted from **one salary grade** to another, he/she shall be promoted in accordance with Part A, Section 25.1.1.

5. The relationship between the salary grade and the point range shall be thirteen (13) points for the first salary grade and twenty-one (21) points for each salary **grade** thereafter.

4.7 Wages and Retroactivity upon Upward Reclassification

Upward Reclassification as a Result of Company-Initiated Action:

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

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

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

4.8 Training Situations

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

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

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

The training steps will be established in the following manner:

4.8.1 Formula for Developing Training Situations

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

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

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

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

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

Where,

n = Number of years in the training situation

R_s = Hiring rate
 R_t = Terminal rate

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

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

4.8.2 Advancement Through Training Situations

1. A trainee **will** (subject to Subsections 2. and 3. following) advance to each subsequent training step at the designated intervals based on the date of appointment to the training situation. Upon completion of his/her training, he/she will be **placed** in the first progression step of the salary grade applying to the terminal job. **He/she** will then be subject to the conditions of the Clerical-Technical Job Evaluation Plan.
2. If **at** any time **the** trainee is judged to **be** incapable of performing the terminal job in a satisfactory **way**, **he/she** may be removed from the training situation.
3. If a trainee, in the Company's opinion, fails to make satisfactory progress his/her **next** training step may be delayed, in accordance with the provisions of Part A, Subsection 3.0. Such a delay may **take** place on one occasion only throughout the training **program**.
4. If **a** trainee, in the opinion of the Company displays exceptional ability, **he/she may** be **advanced** to the training step which is more in keeping with his/her achieved progress.
5. If a person having suitable experience is appointed to a training situation, the Company may place him/her in any training **step** judged to be appropriate to his/her applicable experience.
6. If **a** trainee, who **has not** yet attained the terminal job level, believes that he/she is fully performing the duties, and has **the** responsibilities of the terminal job document, **he/she may** institute **a** challenge.

4.8.3 Continuing Administration of Training Situations

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

Recalculation of training step values (according to **4.8.1**) will occur with a change in the hiring rate,

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

4.8.4 Tiered Training Situations

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

4.9 Clerical-Technical Job Evaluation Plan

4.9.1 Merit Rating

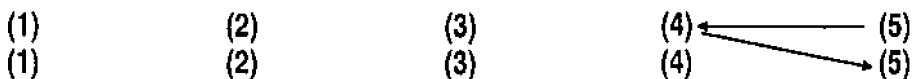
It is agreed that if, as and when merit rating is to be instituted, the plan (system of measurement), but not the application, shall be subject to negotiations.

4.9.2 Downward Restructuring Rule

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

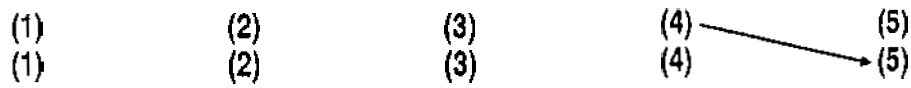
Should the job which an incumbent is performing be changed, but the basic function and significant duties of the job remain unchanged, and should the job then fall into a lower salary grade, the following shall apply:

1. The incumbent's salary dollars (rate) shall be held constant, except for increases referred to in Subsection 4.9.2(4.), commencing on the date of issue of the Advice of Rating form issued by the Company.
2. Annually thereafter, the incumbent shall have his/her rate reduced by one (1) progression step in the manner portrayed by the chart below.
3. The above process shall continue until the maximum dollars in the salary range for the restructured job are reached.
4. In the foregoing process of reduction, current salary schedule dollars shall be used. These include general negotiated increases and cost of living increases.
5. Reduction of One Salary Grade
 - (a) Incumbent is in 5th progression step⁹

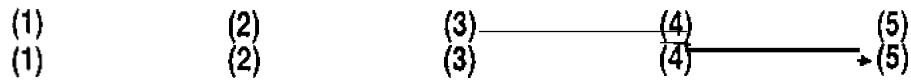


⁹ On the date of issue of the Advice of Rating form.

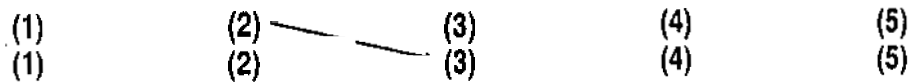
(b) Incumbent is in 4th progression step¹⁰



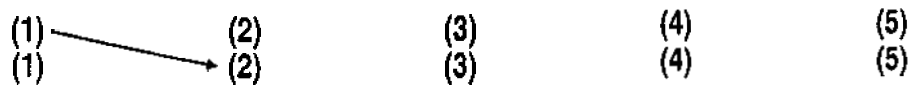
(c) Incumbent is in 3rd progression step¹¹



(d) Incumbent is in 2nd progression step¹²

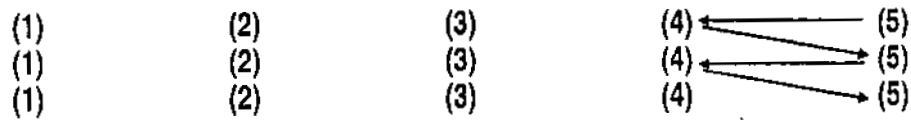


(e) Incumbent is in 1st progression step¹³

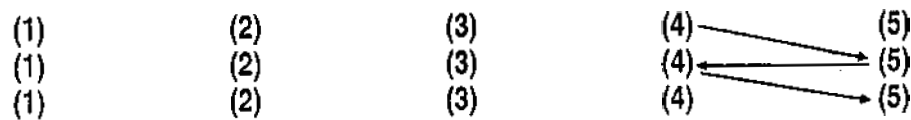


6. Reduction of More than One Salary Grade

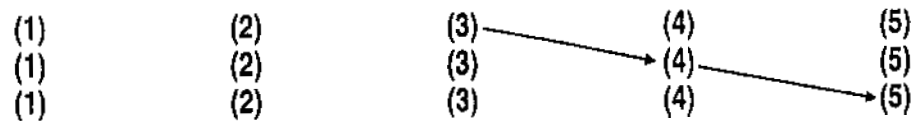
(a) Incumbent is in 5th progression step¹⁴



(b) Incumbent is in 4th progression step¹⁵

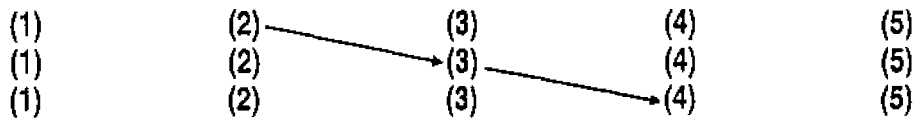


(c) Incumbent is in 3rd progression step¹⁶

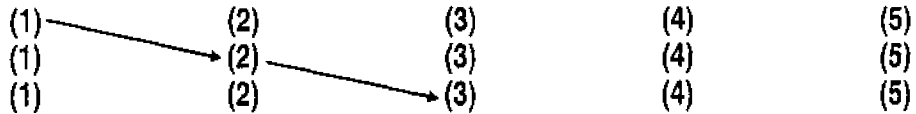


¹⁰ ibid
¹¹ ibid
¹² ibid
¹³ ibid
¹⁴ ibid
¹⁵ ibid
¹⁶ ibid

(d) Incumbent is in 2nd progression step¹⁷



(e) Incumbent is in 1st progression step¹⁸

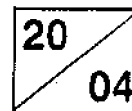


5.0 POSITIONS EXCLUDED AS PER ARTICLE 1 - WEEKLY-SALARIED (CLERICAL AND TECHNICAL)

Incumbents in positions **excluded** under Article 1 perform certain inherent **work** functions which are part of their normal duties. It is also recognized, however, that such **work** functions will **not** be performed for the purpose of reducing staff requirements or deliberately to avoid overtime for employees represented by the Union, **If** the Union believes **that** this provision is **being** abused, it may lodge a grievance under Article 2 of the Collective Agreement.

¹⁷ ibid

¹⁸ ibid



INERGI LP / POWER WORKERS' UNION COLLECTIVE AGREEMENT
SALARY SCHEDULE 20
BARGAINED RATE - WEEKLY SALARIED POSITIONS
DOLLARS PER WEEK

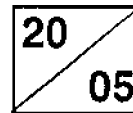
<u>GRADE</u>	<u>STEP 1*</u>	<u>STEP 2*</u>	<u>STEP 3</u>	<u>STEP 4</u>	<u>STEP 5</u>
68	1,491.05	1,561.22	1,648.93	1,701.55	1,754.18
67	1,406.67	1,472.86	1,555.61	1,605.25	1,654.90
66	1,327.18	1,389.64	1,467.71	1,514.55	1,561.39
65	1,252.34	1,311.27	1,384.94	1,429.14	1,473.34
64	1,181.83	1,237.45	1,306.97	1,348.68	1,390.39
63	1,115.43	1,167.92	1,233.53	1,272.90	1,312.27
62	1,052.94	1,102.49	1,164.43	1,201.59	1,238.75
61	994.07	1,040.85	1,099.32	1,134.41	1,169.49
60	938.61	982.78	1,038.00	1,071.12	1,104.25
59	886.41	928.12	980.26	1,011.55	1,042.83
58	834.73	874.02	923.12	952.58	982.04
57	786.13	823.13	869.37	897.11	924.86
56	740.32	775.16	818.71	844.84	870.97
55	697.20	730.00	771.02	795.62	820.23
54	656.60	687.50	726.12	749.30	772.47
53	618.33	647.43	683.80	705.63	727.45
52	582.34	609.75	644.00	664.56	685.11
51	548.38	574.18	606.44	625.80	645.15

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

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

*Under no circumstances will employees hired before October 1, 2004 ever be placed on these Steps

Compensation & Benefits
Effective: **October 1, 2004**



INERGI LP / POWER WORKERS' UNION COLLECTIVE AGREEMENT
SALARY SCHEDULE 20
BARGAINED RATE - WEEKLY SALARIED POSITIONS
DOLLARS PER WEEK

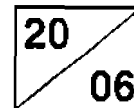
<u>GRADE</u>	<u>STEP 1*</u>	<u>STEP 2*</u>	<u>STEP 3</u>	<u>STEP 4</u>	<u>STEP 5</u>
68	1,535.79	1,608.06	1,698.40	1,752.61	1,806.81
67	1,448.87	1,517.05	1,602.28	1,653.41	1,704.55
66	1,367.00	1,431.32	1,511.74	1,559.98	1,608.23
65	1,289.91	1,350.61	1,426.49	1,472.01	1,517.54
64	1,217.29	1,274.57	1,346.17	1,389.14	1,432.10
63	1,148.89	1,202.96	1,270.54	1,311.09	1,351.64
62	1,084.52	1,135.56	1,199.36	1,237.63	1,275.91
61	1,023.88	1,072.07	1,132.30	1,168.43	1,204.57
60	966.77	1,012.27	1,069.14	1,103.26	1,137.38
59	912.99	955.96	1,009.66	1,041.89	1,074.11
58	859.78	900.24	950.81	981.16	1,011.50
57	809.72	847.82	895.45	924.03	952.61
56	762.54	798.42	843.27	870.19	897.10
55	718.11	751.91	794.15	819.49	844.84
54	676.29	708.12	747.90	771.77	795.64
53	636.88	666.85	704.31	726.79	749.27
52	599.81	628.04	663.32	684.49	705.66
51	564.83	591.41	624.63	644.57	664.50

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

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

*Under no circumstances will employees hired before October 1, 2004 ever be placed on these Steps

Compensation & Benefits
Effective: October 1, 2005



INERGI LP / POWER WORKERS' UNION COLLECTIVE AGREEMENT
SALARY SCHEDULE 20
BARGAINED RATE - WEEKLY SALARIED POSITIONS
DOLLARS PER WEEK

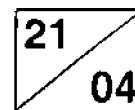
<u>GRADE</u>	<u>STEP 1*</u>	<u>STEP 2*</u>	<u>STEP 3</u>	<u>STEP 4</u>	<u>STEP 5</u>
68	1,578.03	1,652.29	1,745.11	1,800.81	1,856.50
67	1,488.72	1,558.77	1,646.34	1,698.89	1,751.43
66	1,404.59	1,470.69	1,553.31	1,602.89	1,652.46
65	1,325.38	1,387.75	1,465.71	1,512.49	1,559.27
64	1,250.76	1,309.62	1,383.19	1,427.34	1,471.48
63	1,180.49	1,236.04	1,305.48	1,347.15	1,388.81
62	1,114.35	1,166.79	1,232.34	1,271.67	1,311.00
61	1,052.05	1,101.55	1,163.44	1,200.57	1,237.70
60	993.36	1,040.11	1,098.54	1,133.60	1,168.66
59	938.10	982.25	1,037.43	1,070.54	1,103.65
58	883.42	924.99	976.96	1,008.14	1,039.32
57	831.99	871.14	920.08	949.45	978.81
56	783.50	820.38	866.46	894.12	921.77
55	737.86	772.58	815.99	842.03	868.07
54	694.89	727.59	768.47	792.99	817.52
53	654.39	685.18	723.68	746.77	769.87
52	616.31	645.31	681.57	703.32	725.07
51	580.35	607.67	641.80	662.29	682.77

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

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

***Under no circumstances will employees hired before October 1, 2004 ever be placed on these Steps**

Compensation & Benefits
Effective: **October 1, 2006**



INERGI LP / POWER WORKERS' UNION COLLECTIVE AGREEMENT
SALARY SCHEDULE 21
BARGAINED RATE - WEEKLY SALARIED POSITIONS
DOLLARS PER WEEK

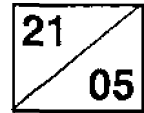
<u>GRADE</u>	<u>STEP 1*</u>	<u>STEP 2'</u>	<u>STEP 3</u>	<u>STEP 4</u>	<u>STEP 5</u>
68	1,704.06	1,784.25	1,884.49	1,944.64	2,004.78
67	1,607.61	1,683.27	1,777.83	1,834.57	1,891.31
66	1,516.78	1,588.16	1,677.38	1,730.92	1,784.45
65	1,431.25	1,498.60	1,582.79	1,633.31	1,683.82
64	1,350.67	1,414.23	1,493.68	1,541.35	1,589.02
63	1,274.78	1,334.77	1,409.76	1,454.75	1,499.74
62	1,203.35	1,259.98	1,330.77	1,373.24	1,415.71
61	1,136.08	1,189.54	1,256.37	1,296.46	1,336.56
60	1,072.70	1,123.18	1,186.28	1,224.14	1,262.00
59	1,013.04	1,060.71	1,120.30	1,156.06	1,191.81
58	953.98	998.87	1,054.99	1,088.66	1,122.33
57	898.43	940.71	993.56	1,025.27	1,056.98
56	846.08	885.90	935.67	965.53	995.39
55	796.80	834.29	881.17	909.29	937.41
54	750.40	785.71	829.85	856.34	882.82
53	706.66	739.92	781.49	806.43	831.37
52	665.53	696.85	736.00	759.49	782.98
51	626.71	656.21	693.07	715.19	737.31

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

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

'Under no circumstances will employees hired before October 1, 2004 ever be placed on these Steps

Compensation & Benefits
Effective: **October 1, 2004**



INERGI LP / POWER WORKERS' UNION COLLECTIVE AGREEMENT
SALARY SCHEDULE 21
BARGAINED RATE - WEEKLY SALARIED POSITIONS
DOLLARS PER WEEK

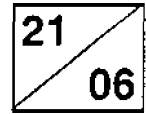
<u>GRADE</u>	<u>STEP 1*</u>	<u>STEP 2*</u>	<u>STEP 3</u>	<u>STEP 4</u>	<u>STEP 5</u>
68	1,755.18	1,837.78	1,941.02	2,002.97	2,064.92
67	1,655.84	1,733.76	1,831.17	1,889.61	1,948.05
66	1,562.28	1,635.80	1,727.70	1,782.84	1,837.98
65	1,474.18	1,543.55	1,630.27	1,682.30	1,734.33
64	1,391.19	1,456.65	1,538.49	1,587.59	1,636.69
63	1,313.02	1,374.81	1,452.05	1,498.39	1,544.73
62	1,239.45	1,297.78	1,370.69	1,414.43	1,458.18
61	1,170.16	1,225.23	1,294.06	1,335.36	1,376.66
60	1,104.88	1,156.88	1,221.87	1,260.86	1,299.86
59	1,043.43	1,092.53	1,153.91	1,190.73	1,227.56
58	982.60	1,028.84	1,086.64	1,121.32	1,156.00
57	925.39	968.93	1,023.37	1,056.03	1,088.69
56	871.46	912.47	963.74	994.49	1,025.25
55	820.70	859.32	907.60	936.56	965.53
54	772.91	809.28	854.74	882.02	909.30
53	727.86	762.12	804.93	830.62	856.31
52	685.50	717.76	758.08	782.28	806.47
51	645.52	675.89	713.86	736.65	759.43

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

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

'Under no circumstances will employees hired before October 1, 2004 ever be placed on these Steps

Compensation & Benefits
Effective: October 1, 2005



**INERGI LP / POWER WORKERS' UNION COLLECTIVE AGREEMENT
SALARY SCHEDULE 21
BARGAINED RATE - WEEKLY SALARIED POSITIONS
DOLLARS PER WEEK**

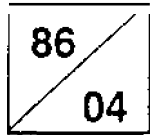
<u>GRADE</u>	<u>STEP 1*</u>	<u>STEP 2*</u>	<u>STEP 3</u>	<u>STEP 4</u>	<u>STEP 5</u>
68	1,803.45	1,888.32	1,994.41	2,058.06	2,121.71
67	1,701.38	1,781.44	1,881.52	1,941.57	2,001.62
66	1,605.24	1,680.78	1,775.21	1,831.86	1,888.52
65	1,514.72	1,586.00	1,675.10	1,728.56	1,782.02
64	1,429.45	1,496.71	1,580.80	1,631.25	1,681.70
63	1,349.13	1,412.62	1,491.98	1,539.59	1,587.21
62	1,273.54	1,333.47	1,408.38	1,453.33	1,498.28
61	1,202.34	1,258.92	1,329.65	1,372.08	1,414.52
60	1,135.27	1,188.69	1,255.47	1,295.54	1,335.61
59	1,072.12	1,122.57	1,185.64	1,223.48	1,261.32
58	1,009.62	1,057.13	1,116.52	1,152.16	1,187.79
57	950.84	995.58	1,051.51	1,085.07	1,118.63
56	895.42	937.56	990.23	1,021.84	1,053.44
55	843.27	882.95	932.56	962.32	992.08
54	794.16	831.54	878.25	906.28	934.31
53	747.88	783.08	827.07	853.46	879.86
52	704.35	737.50	778.93	803.79	828.65
51	663.26	694.48	733.49	756.90	780.31

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

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

*Under no circumstances will employees hired before October 1, 2004 ever be placed on these Steps

Compensation & Benefits
Effective: October 1, 2006



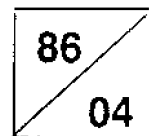
**INERGI LP / POWER WORKERS' UNION COLLECTIVE AGREEMENT
SALARY SCHEDULE 86
UNDERGRADUATE UNIVERSITY, COMMUNITY COLLEGE
AND ASSOCIATED CO-OP PROGRAMS
DOLLARS PER WEEK**

<u>Grade</u>		<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>		
	COMMUNITY COLLEGE STUDENTS						
21	Group 2 - Community College and Polytechnical	1st year 566.14	2nd year 630.47	3rd year 694.81			
22	Group 3 - Community College and Polytechnical Co-Op Programs	1st or 2nd Term 566.14	3rd Term 598.31	4th Term 662.64	5th Term 694.81		
<u>Grade</u>		<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>
	UNIVERSITY STUDENTS						
31	Group 4 - University	1st year 591.27	2nd year 694.81	3rd year 798.34	4th year 901.88		
32	Group 5 - University Co-Op Programs	1st or 2nd Term 4 or 8 mo 591.27	3rd Term 12 mo 643.04	4th Term 16 mo 746.58	5th Term 20 mo 798.34	6th Term 24 mo 850.11	7th Term 28 mo 901.88

NOTES:

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

Compensation & Benefits
Effective: October 1, 2004



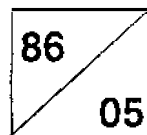
**INERGI LP / POWER WORKERS' UNION COLLECTIVE AGREEMENT
SALARY SCHEDULE 86
UNDERGRADUATE UNIVERSITY, COMMUNITY COLLEGE
AND ASSOCIATED CO-OP PROGRAMS
DOLLARS PER WEEK**

<u>Grade</u>		<u>Step 1</u>	<u>Step2</u>	<u>Step3</u>	<u>Step4</u>		
	COMMUNITY COLLEGE STUDENTS						
21	Group 2 - Community College and Polytechnical	1st year 566.14	2nd year 630.47	3rd year 694.81			
22	Group 3 - Community College and Polytechnical Co-Op Programs	1st or 2nd Term 566.14	3rd Term 598.31	4th Term 662.64	5th Term 694.81		
<u>Grade</u>		<u>Step 1</u>	<u>Step2</u>	<u>Step3</u>	<u>Step4</u>	<u>Step 5</u>	<u>Step6</u>
	UNIVERSITY STUDENTS						
31	Group 4 - University	1st year 591.27	2nd year 694.81	3rd year 798.34	4th year 901.88		
32	Group 5 - University Co-Op Programs	1st or 2nd Term 4 or 8 mo 591.27	3rd Term 12 mo 643.04	4th Term 16 mo 746.58	5th Term 20 mo 798.34	6th Term 24 mo 850.11	7th Term 28 mo 901.88

NOTES:

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

Compensation & Benefits
Effective: **October 1, 2004**



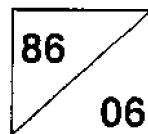
**INERGI LP / POWER WORKERS' UNION COLLECTIVE AGREEMENT
SALARY SCHEDULE 86
UNDERGRADUATE UNIVERSITY, COMMUNITY COLLEGE
AND ASSOCIATED CO-OP PROGRAMS
DOLLARS PER WEEK**

<u>Grade</u>		<u>Step 1</u>	<u>Step 2</u>	<u>Step3</u>	<u>Step4</u>		
	COMMUNITY COLLEGE STUDENTS						
21	Group 2 - Community College and Polytechnical	1st year	2nd year	3rd year			
		583.12	647.68	712.25			
		1st or 2nd Term	3rd Term	4th Term	5th Term		
22	Group 3 - Community College and Polytechnical Co-Op Programs						
		583.12	615.40	679.96	712.25		
<u>Grads</u>		<u>Step 1</u>	<u>Step2</u>	<u>Step3</u>	<u>Step4</u>	<u>Step5</u>	<u>Step6</u>
	UNIVERSITY STUDENTS						
31	Group 4 - University	1st year	2nd year	3rd year	4th year		
		609.01	712.25	815.49	918.73		
		1st or 2nd Term 4 or 8 mo	3rd Term 12 mo	4th Term 16 mo	5th Term 20 mo	6th Term 24 mo	7th Term 28 mo
32	Group 5 - University Co-Op Programs						
		609.01	660.63	763.87	815.49	867.11	918.73

NOTES:

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

Compensation & Benefits
Effective: **October 1, 2005**



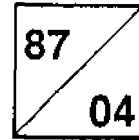
**INERGI LP / POWER WORKERS' UNION COLLECTIVE AGREEMENT
SALARY SCHEDULE 86
UNDERGRADUATE UNIVERSITY, COMMUNITY COLLEGE
AND ASSOCIATED CO-OP PROGRAMS
DOLLARS PER WEEK**

<u>Grade</u>		<u>Step 1</u>	<u>Step2</u>	<u>Step 3</u>	<u>Step4</u>		
	COMMUNITY COLLEGE STUDENTS						
21	Group 2 - Community College and Polytechnical	1st year 599.16	2nd year 667.26	3rd year 735.34			
22	Group 3 - Community College and Polytechnical Co-Op Programs	1st or 2nd Term 599.16	3rd Term 633.21	4th Term 701.31	5th Term 735.34		
<u>Grade</u>		<u>Step 1</u>	<u>Step 2</u>	<u>Step3</u>	<u>Step4</u>	<u>Step 5</u>	<u>Step6</u>
	UNIVERSITY STUDENTS						
31	Group 4 - University	1st year 625.76	2nd year 735.34	3rd year 844.92	4th year 954.50		
32	Group 5 - University Co-op Programs	1st or 2nd Term 4 or 8 mo 625.76	3rd Term 12 mo 680.55	4th Term 16 mo 790.13	5th Term 20 mo 844.92	6th Term 24 mo 899.69	7th Term 28 mo 954.50

NOTES:

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

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Effective: October 1, 2006



**INERGI LP / POWER WORKERS' UNION COLLECTIVE AGREEMENT
SALARY SCHEDULE 87
SUMMER STUDENTS
DOLLARS PER WEEK**

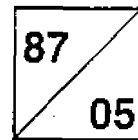
<u>GRADE</u>		<u>STEP 1</u>
01	1st year of employment	459.03
02	2nd year of employment	497.28

NOTES: Summer students on this **schedule** will **work 35 hours per week**.

Within Part C summer **students** can perform the **duties** up to and including the full **Grade 53 job** document,

Compensation & Benefits
Effective: October 1, 2004

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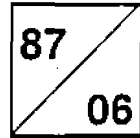
**INERGI LP / POWER WORKERS' UNION COLLECTIVE AGREEMENT
SALARY SCHEDULE 87
SUMMER STUDENTS
DOLLARS FER WEEK**

<u>GRADE</u>		<u>STEP 1</u>
01	1st year of employment	472.80
02	2nd year of employment	512.20

NOTES: Summer students on this schedule will work 35 hours per week.

Within Part C summer students can perform the duties up to and including the full Grade 53 job document.

Compensation & Benefits
Effective: **October 1, 2005**



**INERGI LP / POWER WORKERS' UNION COLLECTIVE AGREEMENT
SALARY SCHEDULE 87
SUMMER STUDENTS
DOLLARS PER WEEK**

<u>GRADE</u>		<u>STEP 1</u>
01	1st year of employment	485.80
02	2nd year of employment	526.29

NOTES: Summer **students** on this **schedule** will work 35 hours **per week**,

Within Part C summer **students** can **perform** the **duties** up to and including the full **Grade 53 job** document,

Compensation & Benefits
Effective: October 1, 2006

APPENDIX “A”

for Construction and Supplementary Maintenance

made and entered into

BETWEEN

INERGI LP
(the “Employer”)

and

POWER WORKERS’ UNION (PWU)
(hereinafter called the “Union”)

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Inergi LP/Power Workers' Union Appendix

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SECTION 1

PREAMBLE

100

WHEREAS the Union, as defined in the covering **page** of this Collective Agreement, has in its membership competent, skilled and qualified **workers** to perform the work coming within scope of this Agreement; and

WHEREAS **Inergi LP** and the Union desire to mutually establish and stabilize **wages**, hours and **working** conditions for all employees of **Inergi LP** performing construction and supplementary maintenance **work** and further, to encourage closer co-operation and understanding between **Inergi LP** and the Union to **the** end that a satisfactory, continuous and harmonious relationship will exist **between** the parties **to** this Agreement.

NOW THEREFORE, the Company and the Union mutually **agree** that the **working** conditions as set **out** below shall be applicable to these **employees of Inergi LP**. **All** negotiated wage increases will **apply** to the classifications and allowances in Appendix A.

SECTION 2

SCOPE OF AGREEMENT

200

A. **Inergi LP** recognizes the Union as the sole bargaining agent for all employees who perform construction and maintenance **work save** and **except** that **work** which is **performed** by other unions within the **scope** clauses of their current Collective Agreements with **Inergi LP**.

B. This section **applies** to all **work** as defined in **A.** above save and **except** that **work** which is performed by PWU regular employees as defined in the main Agreement and shall include the following classifications:

Electrician Journeyperson including senior forepersons, forepersons and sub-forepersons
Electrician Apprentice

Electrical Forester - Journeyperson including senior foreperson, forepersons and sub-forepersons
Electrical Forester - **Apprentice**
Electrical Forester - **Skidder Operator**, including senior foreperson, forepersons and **sub-forepersons**

Electrical Forester – Labourer including senior foreperson, forepersons and sub-forepersons
Linepersons (formerly lineman) including senior forepersons, forepersons and sub-forepersons
Line Apprentice
Communication Electrician including senior foreperson, forepersons and sub-forepersons
Mechanical **Trades** Persons including senior foreperson, forepersons and sub-forepersons
Mechanical **Trade** Apprentice
Civil Trade **Apprentice**
Civil Trades Persons including senior forepersons, **forepersons** and sub-forepersons
General Helper
Meter **Reader**

Such other classifications subsequently agreed to by **the** parties.

An employee **of** any classification required to operate vehicles or **work** equipment shall have a current license as required by provincial legislation.

Additional Classifications:

On the **request of** the Inergi LP Vice-president Labour Relations, Compensation and Benefits or the PWU Sector Vice-president, the parties will meet to discuss the merits of adding any new classifications,
The parties will consider adding a classification when:

1. **Work** is **required** in the classification;
2. Regular employees **are** not available to perform the **work**; and
3. The **work** is **not** ongoing in nature.

Nothing in this clause limits the current right of **Inergi LP** to hire temporary employees in those classifications not included in Appendix "A".

- C. The Union recognizes **Inergi LP** as the exclusive employer agency for this Agreement, and in all matters pertaining to

the administration of this Agreement.

- D. The term "employee" refers to all casual **employees** of the Employer in the classifications as set out in Item B above.
- E. A sub-foreperson is an individual who exercises some supervisory responsibility and may use the tools of the trade.
- F. The term "Employer" shall mean Inergi LP.

201

- A. This Agreement shall be **deemed** to include any additional Appendix and/or wage schedule added, as the said appendices and/or wage schedules may be revised by Inergi LP and the Union by mutual agreement, from time to time.

202

Geographic Jurisdiction

- A. The jurisdiction of the Union is all of Inergi LP.

SECTION 3

MID-TERM AGREEMENT

302

- A. This Agreement shall be subject to amendment at **any** time by mutual consent of the **parties** hereto.

SECTION 4

WORK ASSIGNMENT

400

- A. No Construction and/or supplementary maintenance **work** for **Network Services** shall be contracted or subcontracted **except** where Network Services does not normally perform the **work** of the Mechanical and/or Civil Trades, such **work** may be contracted or subcontracted,
- B. Inergi LP will **provide** notice to the Union as **far** in advance as possible of all **new work** coming under **the** scope of this **Appendix** and all related contracted or subcontracted **work**.
- C. The jurisdiction of the Union shall be as described in Section 2 of this **Appendix**.
- D. **The** jurisdiction of each classification shall be established by the Union.

SECTION 5

UNION RIGHTS AND REPRESENTATIVES

- 501 A. The Union will designate Union representatives as Accredited Union Representatives to handle the day-to-day administration of this Agreement. The Union will notify Inergi LP Management in writing of the names of such Union representatives, **or** alternates in the event of illness or unavailability, so that they **may** be issued identification cards to permit entry to **work** locations, Upon entering the **work** location, such representatives after identifying themselves to the **Inergi LP** representative will be free to observe the progress and conduct of **the work** and to conduct normal Union business associated with the administration of this Collective Agreement. The Union undertakes **that** these representatives will not unduly interfere in any way with said work,
- 502 A., The Union reserves **the** right to appoint or remove any Steward **or** Senior Steward on any worksite **where** workers **are** employed under the terms of this Agreement. If **a** Steward is transferred to another worksite, and they will continue to be recognized as **a** Steward unless there is another Steward on that site, In such cases, the transferred **Steward** will not **be** recognized unless the Employer is notified by the Union.
- B. The Inergi LP Representative shall be notified in writing when **a** Steward or Senior Steward is appointed and when such Stewards cease to act as Stewards.
- C. The Steward will be responsible **for his/her regularly** assigned **work** on behalf of his/her Employer.
- D. Such **Stewards** shall **be allowed** sufficient time to *see* that the provisions of this Agreement are observed.
- E. No Steward shall be discriminated against **by** the Employer because of the performance of their duties as **a** Steward.
- F. Provided he/she is qualified to do the **work**, a Steward who is **working** at a **worksite** where overtime is being **worked**

shall be given the first opportunity to **work** on that overtime work.

Provided he/she is qualified to do the **work**, a Steward who is **working in a work** group where overtime is being worked on Saturdays, Sundays or Recognized Holidays shall be given the first opportunity to **work**.

G. Where appropriate as decided by the Union and where more than one (1) Steward is required, one (1) Steward shall be appointed Senior Steward,

H. **The** Senior Steward, providing he/she is **qualified** to perform the **work**, shall not have their employment terminated or **be** transferred without the consent of the **Accredited** Union Representative **until** as near as possible to the completion of the job, unless with just cause, Where an Employer has only one (1) Steward appointed for a job, such Steward **will** receive the same consideration given a Senior **Steward as** noted above.

I. **The** Employer shall **notify** the Union prior to transferring a Steward to another Superintendent.

503

A. Any **worker** acting as the designated or certified Health and Safety representative or alternate as defined by the Occupational Health and Safety Act shall be treated the same as Senior Stewards for purposes of layoff. Providing he/she **is** qualified to perform the remaining **work**, the designated **certified** Health and Safety representative or certified alternate shall be the last to **be** laid off prior to the Senior Steward.

B. **If** Management feels that any Health and Safety representative is not discharging his/her health and safety duties in a manner that follows the intent and spirit of the legislation, the Employer may refer the issue to the Joint Committee referred to in Section 15 for resolution. If the matter cannot be resolved by the Joint Committee, the grievance **procedure may** be invoked.

SECTION 6

EMPLOYEE DESIGNATION

- A, It is understood that senior forepersons, forepersons and sub-forepersons hold responsible positions in the relationship **between** the Employer and the Union. Both parties agree that **every** effort should be made to recruit and **retain** senior forepersons, forepersons and sub-forepersons who have a high degree of efficiency in **the** performance **of their** jobs and in the handling of their **workers**. Recognizing **the** responsibilities involved in performing supervisory duties and being a member of the Union, **the** Employer and the Union **will** make every effort to minimize problems that may arise which concern the relationship between the foreperson, senior forepersons and sub-forepersons, the Employer, and the Union.
- B. The parties **recognize** the responsibilities of senior forepersons and forepersons to discharge their supervisory duties. If the Union feels that the senior foreperson and foreperson is not discharging his/her supervisory duties in a **manner** that is fair and equitable, or if an Employer feels that the Union is interfering with the senior foreperson or foreperson in the performance of his/her supervisory duties, **the** Employer **or** the Union may refer the problem to the Joint Committee referred to in Section 15 - Committees, Subsection 1500 - Joint Committee, for resolution. If the matter cannot **be** resolved by the Joint Committee, the **grievance** procedure may be **invoked** by either **party**.
- C. The selection of forepersons will **be** the responsibility of **the Employer** and **done** by name hiring from Union members. When **making** appointments to the foreperson and sub-foreperson levels, the Employer will give consideration to those **PWU** members presently employed pursuant to this **Appendix** however this does not create an obligation to **make** an appointment of **a** foreperson from these employees. **The** retention of forepersons will be the exclusive right **of** the Employers,
- D. Such forepersons and sub-forepersons shall be members of the **PWU** and shall register at the Union Office be issued with **clearance** cards. If clearance has not been **provided** within three **(3) working** days the Employer **may** proceed **with** the employment of the foreperson unless the **employee's** Union dues are in **arrears**.

- E, In the interest of efficiency and productivity, the Employer shall have the right to move forepersons and sub-forepersons from **worksite** to **worksite**.
- F, The senior forepersons differential shall be fifteen percent **(15%) above** the **journeyperson** rate differential as set out in **the** existing **wage** schedule. The senior foreperson has responsibilities **over** and **above** the forepersons, e.g., multiple crews, The foreperson's differential shall be twelve **percent (12%)** above the **journeyperson** rate differential as set out in the existing wage schedules. **The** sub-foreperson's differential shall **be** six percent **(6%)** above the **journeyperson** rate differential as set out in the existing **wage** schedules, The rates of pay for all forepersons and sub-forepersons **covered** by this **Agreement** will be set forth in the current **wage** schedules. Inergi LP will provide the Union with **current wage** schedules.
- G. **PWU** members acting as a General Foreperson for periods of less than three **(3)** months shall **be** members **of** the Union.
- H. Persons appointed to foreperson and senior forepersons positions **will** be provided supervisory training, prior to appointment, when possible,
- I. Forepersons may **be** required to **work** the tools when the crew **size** is five **(5)** or less including the foreperson.
- J. Employees employed under this Appendix shall **work** in separate crews with separate Union Supervision unless mutually agreed upon otherwise by Management and **the** PWU Sector Vice-president.

SECTION 7

UNION SECURITY

700

- A. **All** employees falling under the scope of this Agreement will **be** members or will apply for membership in the PWU within fifteen (15) calendar days, and will maintain such membership in good standing in the Union as a condition of employment, The Employer will co-operate with the Union but bears no responsibility for policing membership status.

SECTION 8

EMPLOYMENT PRACTICES/HIRING

800

- A. A contact **person will be** designated by Inergi LP for the purpose of co-ordinating employment as specified in this Section,
- B. **Inergi LP** and the Union will exchange the names of their representatives **who** will be responsible for co-operating in the referral and **employment** of reliable and competent Union members.
- C. Inergi LP **will** notify the Union of future staffing requirements for **all** employees coming within the scope of this **Agreement**.
- D. The Union will **co-operate** with the Employer and advise the Inergi LP contact person of the name, address and telephone number of those being referred as soon as it is **known** and before the employee commences **work**.
- E. The Union will **review** the job description and Physical Demands Analysis (PDA) with potential employees prior to **referral** to Inergi LP. **The** employee will be expected to sign **off** the job description and PDA on **hire**.
- F. **The** Union will direct members to provide, at hiring, all applicable licenses and certificates,

801

- A. The employment of workers shall be carried out on the following basis and sequence:
 - (i) Such **workers** shall not be employed unless they are in possession of a clearance card from the Union office.

- (ii) If the Union is unable to furnish appropriately qualified or certified members or non-member (permit holders) workers to the Employer within three (3) working days of the time the Union office receives the request for workers (excepting Saturdays, Sundays, and Holidays), the Employer shall be afforded the right to employ workers (permit holders) as **are** available. The Union will issue **clearance** cards to **workers** hired in these circumstances, Non-members referred in this situation **will be** considered permit holders and the Union will notify the Employer when permit holders **are** referred.

Permit holders by classification may **be** replaced by Union members after three (3) working days' notice to the Employer but in no **case** until such permit holders have **worked** a minimum of one (1) month.

802

- A. When unable to **proceed** with **work**, an Employer may elect to either layoff or standoff part or **all** of his/her crew,

In all cases of layoff the Employer shall layoff its employees within **the** classification in the following **sequence**:

- (i) permit holders;
- (ii) Union members,

- B. The purpose **of** this Section is to ensure **fair** and equitable treatment of **employees** in the event of reductions in the **work** force while, **at** the same time, allowing the Employer to direct and deploy the work **force**. Nothing in this Section restricts the Employer's right to transfer employees to meet work demands.

- (i) The retention of employees who are members of the Union and covered by this Agreement in the Employer's service shall be governed by this Section.
- (ii) For the purposes of this Section, there shall **be** the following classifications of employees:

Electrician Journeyperson including senior
AP-11

foreperson, forepersons and sub-forepersons
 Electrician **Apprentice**
 Electrical Forester - Journey person including senior
 foreperson, forepersons and sub-forepersons
 Electrical **Forester - Apprentice**
 Electrical Forester - **Skidder** Operator, including
senior foreperson, forepersons and sub-forepersons
 Electrical Forester - Labourer including senior
 foreperson, forepersons and **sub-forepersons**
 Linepersons (formerly lineman) including senior
 foreperson, forepersons and sub-forepersons
 Line **Apprentice**
 Communication Electrician including senior
 foreperson, forepersons and sub-forepersons
 Mechanical Trades Persons including senior
 foreperson, forepersons and sub-forepersons
 Mechanical Trade Apprentice
 Civil Trade **Apprentice**
 Civil Trades Persons including senior foreperson,
 forepersons and sub-forepersons
 General **Helper**
 Meter Reader

Such other classifications subsequently agreed to by
 the parties in Section 2.

- (iii) Employees to be retained must have the necessary qualifications skills and ability to satisfactorily perform the **work** to be done.
- (iv) Seniority as used in this Section is based on the employee's Established Commencement Date (**ECD**).
- (v) **In** the event of a reduction of staff (excluding standoffs) and subject to (iii) and (iv) **above**, employees **who are not** members of Union shall **be** laid off prior to employees who are members of Union, **Employees** who **are** not members of Union shall not **be** subject to the conditions contained in (vi) below.
- (vi) Subject to (iii) and (iv) above, the following conditions shall apply:

- (a) In the event of a reduction of staff (excluding standoffs), **the** Employer will identify which of the classifications listed in (ii) **will be** affected.
- (b) In the **event** of a reduction of staff (excluding standoffs), employment retention by seniority shall be as follows:

0 to nine (9) months	No Seniority
Nine (9) months to five (5) years	Seniority by Geographic Territory (Southwestern, Central, Eastern, Northeastern and Northwestern)
Over five (5) years	Seniority Province-wide

* When relocating employees as a result of the application of this Section, the Employer shall provide transportation or **pay** the equivalent of the *cost* of public transportation or mileage, whichever is deemed appropriate by the Employer, for **the** initial trip to the new **work** location from **the employee's** most recent **work** location. The Employer shall also **pay** travelling time at the appropriate straight time rate up to a maximum of eight (8) hours **per** day.

- (vii) In cases involving reduction of staff, an employee will not lose their service credit unless he/she has a **break** in service of **greater** than six (6) months. **An** employee **terminated** for any of the following reasons will not lose their **service** credit unless he/she has a **break** in service of greater than three (3) months:
 - (a) discharge for cause;
 - (b) voluntary termination;
 - (c) layoff necessitated by refusal to accept a transfer resulting from the implementation of the Seniority Clause.

C. Standoff

- (i) Standoff is a mechanism to be utilized for short durations by the Employer, when work is delayed, e.g., **spring break-up** (1/2 load season) material shortages, outages and release of scheduled **work**.

The standoff process is not intended to circumvent **the** Layoff procedure,

- (ii) If the Employer elects standoff, it reserves the right to standoff its employees including Stewards without **pay up to** a maximum of fifteen (15) consecutive **working days**. No daily travel or room and board allowance **will be paid** to an **employee** for a standoff **period**. Senior Stewards shall only be placed on standoff when all others in the **work group** are on standoff,
- (iii) If standoff continues beyond fifteen (15) consecutive working **days**, **an** employee, **at his/her** option, may **elect** to remain on standoff **up to a** maximum of forty-**five (45)** days or be removed from standoff at any time during that forty-five (45) days,
- (iv) **An** employee who elects to remain on standoff shall be issued a Record of Employment Form indicating “standoff- **lack of work**“ **dating back** to his/her first day on standoff.
- (v) If an employee elects layoff, it shall be carried out in accordance with the terms of Subsection 802, Item **A and B**. Where **appropriate**, an employee laid off will be issued a Record of Employment Form indicating “layoff- shortage of **work**” dating **back** to his/her first day **on** standoff,
- (vi) No employee shall be placed on standoff more than twice annually, in **a** calendar year (January 1st to December 31st), unless additional standoff(s) is agreed to **by** the employee.

A, Transfer of Employees

- (i) The Employer reserves the right to transfer employees to meet its needs, having regard for the special requirements of the **work**, The Employer shall provide transportation or pay the cost of public transportation or pay mileage at **thirty-eight cents (\$0.38) (thirty-nine cents (\$0.39) effective October 1, 2006) (forty cents (\$0.40) effective October 1, 2006)** per kilometre whichever is deemed **appropriate** by the Employer, for the initial trip to the **new work** location from the employee's most recent **work** location, The Employer shall also **pay travelling time** at the appropriate straight time rate up to a maximum of eight (8) hours per **day**.
- (ii) The Employer will make **every** reasonable effort to transfer employees as near as possible to their regular residence as the **work** permits.
- (iii) Employees who **are** receiving subsistence allowance shall **be** notified of all potential transfers or layoffs no later than Thursday of the previous week when possible.

B. Transfer Line Work

- (i) When making decisions regarding the transfer of individual employees or crews for **line work**, the Employer shall adhere to the transfer process detailed in Subsections **C** and **D**, subject to the following exclusions from application:
 - (a) Transfers within a Superintendent's jurisdiction.
 - (b) Individual employees and crews with specialized skills.
 - (c) Forepersons.
 - (d) Apprentice in conjunction with the mandate of the Joint Apprenticeship Council on transfers.

C. Individual Transfers

- (i) Prior to implementing any transfers of individual employees for line work, the Employer shall identify the work location requiring additional staff and the **work** location with staff available for transfer. The Employer shall first attempt to satisfy a requirement for additional staff by considering any outstanding requests for transfers which are on file and requesting volunteers from the work location with available staff.
- (ii) **If** there is an insufficient number of volunteers to **meet** requirements, the Employer shall request additional volunteers from the "**Work Group**" **covering** the above **work** location.
- (iii) Volunteers from the appropriate classification will be transferred to meet requirements.
- (iv) If after soliciting volunteers through steps (i) and (ii) **there are** still **insufficient** volunteers, then the most junior person in the appropriate classification within the "**Work Group**" will be transferred.

D. Crew Transfers

- (i) **Crew** transfers to another **work** group will be of a temporary nature and last no more than **six (6) weeks** in duration,, Subject to the approval **by** the Union, crew transfers may be extended beyond **six (6) weeks** in duration.
- (ii) Prior to selecting the crew(s) to transfer for line **work**, the Employer will identify the location requiring the additional crew(s) and the **work** location having the available crew(s) for transfer.

E. Transfer for Other Than Line Work

- (i) When making decisions regarding the transfer of employees for other than line work the Employer shall adhere to the transfer process detailed in Subsection (ii), subject to the following exclusions

from application:

- (a) Transfers within a Superintendent's jurisdiction.
- (b) Individual employees with specialized skills,
- (c) Foreperson.
- (d) Apprentices in conjunction with the mandate of the Joint Apprenticeship Council on transfers.

(ii) Transfers

- (a) Prior to implementing any transfers for other than line **work**, the Employer shall identify the **work** location requiring additional staff and the Superintendent with staff available for transfer. The Employer shall first attempt to satisfy a requirement for additional staff by considering requests for transfers from volunteers,
- (b) If there is an insufficient number of volunteers to meet requirements, the Employer will select the most junior person in the **appropriate** classification under the Superintendent **to be** transferred,
- (c) Exception: When the Superintendent has responsibility for an unusually large geographic area, the **work group may** be split into sub-groups by mutual agreement of the parties and the Employer will transfer **the** most junior person from **the** appropriate classification within the "sub-group". It is agreed that the current geographic **area** of the Superintendent in the North falls under this **exception** rule.

F. The Employer reserves the right to transfer employees between **all** construction sectors to meet its **needs**.

804

A. The designated certified **Health** and Safety Representative and certified Health and Safety alternate, Joint Health and

Safety Committee members, Health and Safety Representatives, and Union Safety Representative shall be excluded from the transfer provisions. These individuals will be transferred by joint agreement of the Superintendent and the Accredited Union Representative based on the overall health, safety and efficiency **needs** of both parties.

SECTION 9 HOURS OF WORK

900 **A.** The normal weekly hours of **work** for all employees of Employers covered by this Agreement shall be forty (40).

The weekly hours shall be:

- (i) **worked** in five (5) *days* of eight (8) hours each, Monday to **Friday** inclusive, or
- (ii) the **weekly** hours of **work** (Monday to Friday inclusive) for all employees may be arrived at by having the employees **work** four (4) consecutive ten (10) **hour** shifts or by having the employees work five (5) consecutive eight (8) hour shifts. Weekly hours will be established for a minimum period of thirty (30) days. Fifteen (15) days written notice shall be sent to the local Union prior to a change in weekly hours.

901 The normal daily hours, as provided for in Subsection 900, Item A, are to be **worked** between 7:00 am and 6:00 pm.

902 **A.** (i) For employees **working** normal hours on a five (5) day **work week**, a fifteen (15) minute rest period will be allotted, at the time directed by the Employer, for each half shift worked.

(ii) For employees working normal hours on a four (4) **day work week**, a fifteen (15) minute rest **period** will be allotted, at the time directed by the Employer, for each half shift worked.

B. For employees required to **work** overtime, a ten (10) minute rest period will **be** allotted prior to the **end** of the normal

shift before commencing overtime **work**.

- C. For employees **working** overtime, a fifteen (15) minute rest period will be allotted, at the time directed by the Employer, after each **two (2)** hours of overtime **worked**.
- D. A thirty (30) minute lunch **break** shall be provided at a time established by the Employer,

903

A, **An** employee who reports for **work**, unless directed not to report the **previous** day **by** the Employer, shall receive a minimum of **two (2)** hours' **pay** plus the appropriate daily travel or board allowance at the **applicable** rate **when** **he/she** reports for **work** but is unable to commence or continue to **work** **because of** circumstances beyond **his/her** control. **An** employee will not receive this allowance if unable to complete **the** shift as a result of inclement weather.

B. Notwithstanding Subsection 903, Item A above, when an Employer considers it necessary to shut down a job to avoid the possible loss of human **life**, because of an emergency situation that **could** endanger the **life** and safety of an employee, in such cases, employees will be compensated for **the** actual time **worked** plus applicable travel or board allowance.

904

A. **An** employee who reports for **work** at the beginning of a shift and is unable to commence **work** due to inclement weather will receive four (4) hours' **pay** at the applicable **rate**. To qualify, the employee must remain at a protected place or **area** as **designated** by the Employer for **four (4)** hours unless **excused** by an authorized representative of the Employer.

B. **An** employee who reports for and commences **work** but is unable **to** continue **work** due to inclement **weather** shall **receive** four (4) hours' **pay** at the applicable rate or **pay** for the actual time worked for that shift, whichever is the greater.

C. An employee in receipt of inclement weather **pay** shall also receive travel **or** board allowance if applicable.

905

A. The holidays **recognized** under this Agreement are:

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

B. Inergi LP **agrees** to **recognize** Heritage Day when proclaimed by **Federal** or Provincial legislation,

C. Recognized holidays falling on a Saturday or Sunday shall be observed on the following Monday. When Christmas Day falls **on a Saturday** or Sunday, it shall be observed on the following Monday and Boxing Day on the **following Tuesday**. When **New Year's Day** falls on a Saturday, it shall **be** observed either on the preceding **Friday** or following **Monday**.

906

A. When working an eight (8) hour day on a five (5) **day per week work** schedule, overtime shall be paid at one and one-half times their straight **time** rate for all **work** performed during the first two (2) hours after normal quitting **time**,

When working a ten (10) hour day **on a four (4) day per week work** schedule, overtime shall be paid at one and one-half times the straight time rate for all work **performed** during the first two (2) hours after normal quitting time,

Employees who **work** in **excess** of twenty-four (24) hours continuously **will** continue to be paid premium **rate** for all additional hours worked until such time as the employee receives an eight (8) hour break from work.

All other hours worked outside the normal daily scheduled hours and overtime **worked** on Saturday, Sunday, Recognized Holidays and non-shift days shall be paid at two times the straight time rate,

B. When an employee has not been notified the previous day that he/she will **be required** to **work** for more than two (2) hours beyond the normal quitting time of his/her shift, and

after approximately two (2) hours has **been worked**. he/she shall be provided with a lunch and allowed thirty (30) minutes to consume same at the **base** hourly rate of pay. **After** each additional four (4) hours is **worked**, the employee shall be allowed thirty (30) minutes *to* eat at the base hourly rate of **pay** and a lunch when **work** is required beyond that four (4) hour period.

Where an employee has been notified the previous day, no lunch will be provided, but the employee will be allowed thirty (30) **minutes** to eat at the base hourly rate of **pay**.

When a **paid** meal period overlaps a rest period, the **paid** meal period will supplant the rest period,

The **above-noted** is **not** applicable to the first eight (8) hours **worked** on Saturdays, Sundays and Recognized Holidays,

907

- A. **When** an employee is called in to **work** outside of his/her normal hours of **work**, he/she shall receive a minimum of **two (2) hours' work** at two times the straight time rate plus **travel allowance** where applicable.
- B. If the employee's normal hours of work commence within this **two (2) hour period**, the employee will be **paid two** times the straight time rate for the actual hours **worked** and revert to his/her normal rate at the commencement of his/her normal hours of **work**.

908

- A,
 - (i) Shift **work** may be established on all **work except** tower erection and stringing operations provided that there are at least four (4) consecutive days of shifts to be **worked excluding** Saturdays, Sundays and Recognized Holidays,
 - (ii) **Where** shift **work** is established, the normal shift hours shall be the same as the day hours.
 - (iii) The normal starting time for day shift hours shall be the same as **the** day work hours described in Subsection 901.
 - (iv) The second shift hours shall **commence** with the

conclusion of the day shift hours.

- B. (i) Employees required to **work** shift work on the second shift of a two (2) shift operation shall receive a shift differential of time and one-seventh for normal **scheduled** shift hours **worked**. If an employee is removed from their scheduled shift prior to completing four (4) consecutive shifts, the employee will **be** paid shift differential **for** the balance of the **four (4)** consecutive shifts that would have been worked had the **employee** not been **reassigned**, up to a maximum of four (4) days of shift differential.
- (ii) No employee shall be required to **work** more than one (1) shift in any twenty-four (24) hour period unless the overtime rate *is* paid,
- (iii) The shift rate will be based on the **day** in which the shift begins.

909

- A. It may be **necessary** from time to time *to* vary the hours of **work** established in Subsections 901 and 908. **Any** amendments to the hours of **work** **will** be established by mutual agreement between Inergi LP and the Union.

910

- A. Annual unpaid entitlement vacation shall be twenty (20) **working** days and in special circumstances, upon agreement **of** the Union and the Employer additional vacation may be granted providing work scheduling will permit, All vacation will be taken with the approval of the Employer and approval shall not be unreasonably denied.

SECTION 10

WAGES AND PAY PROCEDURE

1000

- A. Wage rates for employees in the classifications listed in Subsection 200, Item B of this Agreement shall be as set forth in the current wage schedules. Inergi LP will provide the Union with current **wage** schedules.
- B. Wage rates for all classifications listed in Subsection 200, Item B of this Agreement, excluding acting general forepersons, senior forepersons, forepersons and sub-

forepersons (see Section 600 F and G), **will be drawn up** in accordance with the following Table of Relationships. This **table** indicates the relationship to be maintained **between the basic** classifications within the bargaining unit. **Changes** in basic classification wage rates shall be accompanied by changes in the subsidiary classification **wage** rates in accordance with the percentages shown in the table, Base Rate is calculated by subtracting Vacation and Statutory Holiday **pay**, the Pension remittance and the Welfare remittance **from** the Total Wage **Package** for non-Civil Certified Trades, The Total Wage Package for non-Civil Certified Trades shall **be \$41.86 effective October 1, 2004 (\$43.12 effective October 1, 2005) (\$44.31 effective October 1, 2006).**

Table of Relationships

Classification

Percent of *Base Rate

Certified Trade **five** (5) year Apprenticeship (other than Civil Trades)

- Journeyperson	*100
- Apprentice	
5th period	80
4th period	70
3rd period	60
2nd period	50
1st period	40

Certified Trade four (4) year Apprenticeship (other than Civil Trades)

- Journeyperson	“100
- Apprentice	
4th period	80
3rd period	70
2nd period	60
1st period	50

Certified Civil Trade, e.g., Carpenters, Painters, Insulators, Asbestos Workers, Plasterers, Cement Masons and Operators which have an **Apprenticeship Program**

250

will be paid at ninety-five percent (95%) of base rate for Journeyperson Lineperson. Apprenticeship rates are based on this rate.

Welder	100
Electrical Forester	85
- Apprentice (Apprentice rates are based on Electrical Forester rate,)	
4th period	80
3rd period	70
2nd period	60
1st period	50
Electrical Forester (Skidder Operator)	70
Electrical Forester (Labourer)	55
General Helper	55
Civil Trades (No Apprenticeship)	85
Meter, Reader	68

1001

A. Normal

- (i) Employees shall be paid weekly and payment for any given **week will** be made not later than the sixth working **day** after the close of the payroll period, but in any event, not later than Thursday of the following **week**.
- (ii) **Wages** shall be paid by the **Employer** at the **work** location, before quitting time, in **cash** or by **cheque**, payable at **par** in the locality of the **work** location. Accompanying **each** payment of wages shall be a statement, in writing, which can be retained by the **employee**, setting forth:
 - (a) the **period** of time or the work for **which** the **wages** are being paid;
 - (b) the rate of wages *to* which the employee is entitled;

- (c) the amount of **wages** to which the employee is entitled;
 - (d) the amount of each deduction from the wages of the employee and the purpose for which **each** deduction is made;
 - (e) any allowance or other **payment** to which the **employee** is entitled;
 - (f) the amount of vacation **pay** for which the **employee** is being credited;
 - (g) the amount of recognized holiday pay for which **the employee is** being credited; and
 - (h) the net amount of money being **paid** to the employee.
- (iii) In cases **where** inclement weather is declared on **pay day**, employees will receive their pay before leaving the work location provided it is available at the **work** location,

B. On Termination

- (i) An employee who voluntarily terminates their employment will be provided final **pay** on the *next* regular **pay** day for the period worked.
- (ii) At **work** locations where the Employer does not have an on-site pay office, an employee will have final **pay** and termination documents mailed to their residence within eight (8) **working** days from termination. This does not preclude an employee being **paid his/her** final **pay** at the work location prior to the expiration of the eight (8) day period.
- (iii) **An** employee who is discharged shall be provided with his/her final **pay** immediately if the Employer's **pay** facilities are at the **work** locations or as **per** Item B(ii) **above**, if the Employer's pay facilities **are not at** the **work** location.

- (iv) Failure of the Employer to comply with the requirements in Clause 1001 B (i), (ii) and (iii) will entitle the employee to **two (2)** hours at the straight time rate for each normal work day of non-compliance.

SECTION 11 UNION AND BENEFIT FUNDS

- 1100 A. The Employer **agrees** to deduct from the total wage package above and **pay** into an operative welfare plan for all hours earned. Such **welfare** payments will be set forth in the wage schedules provided by **Inergi LP**.
- B. The Employer **agrees** to **deduct** from the total **wage package** and **pay** into an **operative** retirement **plan** an amount of money **per** hour to be determined by the Union for all hours earned. Such pension payments will be set forth in **the** wage schedules provided by **Inergi LP**.
- 1101 A. The vacation and recognized holiday pay rate shall be ten percent (10%) **of** vacationable gross earnings. The vacation **pay** rate shall be four percent (**4%**) and the **recognized** holiday **pay** rate shall be six percent (6%).
- B. Payment **of** vacation and recognized holiday **pay** shall be made **weekly**.
- 1102 A. The Employer agrees to deduct Union Funds from wages **and** to remit the amounts deducted to **the** Union. The amounts to be deducted and remitted will be as set out in the wage **schedules** attached hereto,
- B. A checkoff system of Union initiation fees and dues will **be** made operative for the lifetime of this Agreement. The Employer **will** supply full checkoff lists of employees subject to checkoff **at** regular intervals and agrees to collect monthly for the Union dues payable to the Union. The Employer will transmit **the** monies so collected to the designated officials of the Union, The Union will indemnify the Employer for any liability arising from the deduction of initiation fees and dues as requested by **the** Union.

- C. The Employer shall put into effect any changes to Union funds or dues **upon** notification by the Union.
- D. The Employer will arrange for each **worker** falling under the jurisdiction of the **Union** to sign a Union dues checkoff authorization as a condition of employment at the time he/she is employed.

SECTION 12 TRAVEL AND ROOM AND BOARD ALLOWANCE

1200

Daily Travel Allowance

- A, The daily travel **allowance will be paid** by the Employer to its employees who **are** not living in **camp** or receiving a subsistence allowance **as** referred to in Subsection 1201, on **the** following basis:
 - (i) If an employee lives within forty (40) radius kilometres of the **work** location or declared assembly **point** * no **travel allowance** will **be** paid.
 - (ii) If an employee lives within forty (~~40~~) to fifty-six (56) radius kilometres of the **work** location or declared assembly point they shall receive **\$19.51 (\$20.10 effective October 1, 2006) (\$20.65 effective October 1, 2006)** per day travel allowance for **each** day **worked** or reported for.
 - (iii) If an **employee** lives within fifty-six (56) to eighty (80) radius kilometres of the **work** location or declared assembly point they shall receive **\$23.33 (\$24.03 effective October 1, 2005) (\$24.69 effective October 1, 2006)** per day travel **allowance** for each day **worked** or reported for.

- (iv) If an employee lives within eighty (80) to ninety-seven (97) radius kilometres of the work location or declared assembly point they shall receive **\$27.16 (\$27.97 effective October 1, 2005) (\$28.74 effective October 1, 2006)** per day travel allowance for each day **worked** or reported for.
- (v) If an **employee** lives greater than ninety-seven (97) radius kilometres from the **work** location or declared assembly point, and does not qualify for subsistence allowance under Subsection 1201 below, they shall receive **\$30.71 (\$31.63 effective October 1, 2005) (\$32.50 effective October 1, 2006)** per day travel allowance for each day worked or reported for provided the employee continues to travel greater than **ninety-seven (97)** radius kilometres daily.

*

For the purpose of this Section, "declared assembly point" is a material yard, field **office** or other location that may from time to time be designated by the Employer as a location for assembling prior to leaving for the **work** location.

- (vi) When **an** employee is directed to report to a location that involves travelling around a natural barrier, the distance around the natural barrier shall be the shortest distance measured by a series of straight lines. The sum of the distance of these straight lines shall be **applied** to the ring concept to establish the employee's travel allowance entitlement, board allowance entitlement and initial and return allowance entitlement.
- (vii) A natural **barrier** is defined as any obstruction or impediment which creates an unreasonable relationship between radius kilometres and actual kilometres travelled.

B. The Employer reserves the right to base daily travel allowance on the distance in radius kilometres from where an employee lives to either the work location or declared assembly point, depending on where the employee is directed to report.

Room and Board Allowance (Subsistence)

- A. The following conditions will **apply** for employees whose regular **residence*** is more **than ninety-seven (97)** radius **kilometres** from the **work** location:
- (i) An Employer may supply either:
 - (a) free room and **board** in camp or a good standard of **board** and lodging; or
 - (b) a subsistence allowance.

* For the purpose of this Section “regular residence”:

1. The **place** where the employee maintains a self-contained, domestic establishment (a dwelling house, apartment or similar **place** of residence **where** a person generally eats and sleeps and for which he/she can show proof of financial commitment). This is in contrast to a boarding house facility which is not self-contained; and
 2. The employee normally resides in the residence except for those periods of time when, because of the location of the **work**, the employee obtains temporary accommodation for that work location,
 3. For metropolitan areas (Toronto and Hamilton) **the** calculation of distance shall be the employee’s regular residence,
 4. For all other areas, the calculation of distance shall **be** based on **the** location of the city or town hall of the municipality where an employee maintains a self-contained domestic establishment described above. In those municipalities **where a city or** town hall does not exist, then the post office serving his/her self-contained domestic establishment will apply.
- (ii) An employee may exercise his/her option not to stay in a **camp** or **accept** free room and board. **An** employee **who** exercises this option shall **receive** a

subsistence allowance as follows:

- (a) When an employee's regular residence is more than **ninety-seven (97)** radius kilometres from the **work** location, which is north of the **French River** and the employee maintains temporary accommodations at or near the work location the **employee shall be paid a** subsistence allowance of **\$79.78 (\$82.17 effective October 1, 2005) (\$84.43 effective October 1, 2004)** per day for each day **worked** or reported for.

South of the French River an employee will be paid **\$74.32 (\$76.55 effective October 1, 2005) (\$78.66 effective October 1, 2006)** per day for each day **worked** or reported for.

- (b) When an employee's residence is more than **five** hundred (500) kilometres from the **work** location and the employee is working a four (4) day by ten (10) hour per day shift, the **employee** will be paid one (1) additional day's subsistence allowance.

- B. **An** employee shall not qualify for daily travel allowance or room and board allowance as **provided** for in Subsection 1200 and Subsection 1201, Item A above, when such **employee** reports for **work** but does not remain at **work** for his/her scheduled daily hours unless excused by **an** authorized representative of his/her Employer, Such permission shall not be unreasonably denied,
- C. Upon application, payment of Room and Board/Travel Allowance will be issued for the first two (2) **pay** periods. Failure to provide satisfactory proof of eligibility during this period, will result in cessation of payments and the recovery in **two (2)** equal amounts, **In** the event of termination for any reason before full recovery, **any balance** owing will **be deducted** from **the final pay**.

- A. The Employer will supply transportation between the assembly points and **work** locations.
- B. **All** travel time will be outside of normal **working** hours.
- C. On normal **working days** an employee will be paid hisher straight-time rate for all time spent travelling from his/her assembly point to his/her **work** location.
- D. On Saturdays, Sundays and Recognized Holidays identified in Subsection 905 A, B and C, an employee will be paid his/her premium rate for all time spent travelling from his/her assembly point to hisher **work** location.
- E , An employee will travel up to a maximum of one (1) hour on hisher own time when **returning** from the work location to the assembly point.
 - (i) On normal **working** days an employee will be paid straight time rate for all time spent travelling in excess of one (1)hour.
 - (ii) On Saturdays, Sundays and Recognized Holidays identified in Subsection 905 A, B and C, an employee **will be paid** premium rate for all time spent travelling in **excess** of one (1) hour.

1203

Initial and Return Travel and Transportation

- A, **On** recruitment of **workers** who live beyond one hundred sixty-one (161) radius **kilometres** from the **work** location, the Employer shall **pay thirty-eight cents (\$0.38) (thirty-nine cents (\$0.39) effective October 1, 2005) (forty cents (\$40.0) effective October 1, 2006) per radius kilometre**, plus travel time based on one (1) hour's **pay** for each eighty (80) kilometres, or **part** thereof, of travel to a maximum of eight (8) hours' pay for the initial trip to the **work** location from where the worker lives. On recruitment of **workers who** live outside Ontario, the distance calculation for this allowance shall be from **where** the worker lives or the Union Referral Hall, **whichever** is

closer.

- B. To **qualify for payment** in Item A, the employee must be **engaged in work** for a minimum of fifteen (15) working days or the duration of the job, **whichever** is less,
- C. On termination of employment **due to a** reduction of staff, an employee qualified for **payment** as a result of Item E above, shall be entitled to return travel expenses calculated **in the same manner as** in Items A above for the return trip from the current **work** location to where the worker lives or Union Referral Hall, **whichever** is closer to the current **work** location. **An employee** whose employment terminates for any reason other than reduction of staff shall not be eligible for return payment.
- D. **At the end of each three (3) months** of continuous employment at a **worksite** where the employee resides in a camp **or** a camp situation, **he/she** shall receive eight (8) **hours' pay** at hisher appropriate straight time rate to assist in defraying costs of returning home.

1204

Use of Personal Vehicle

- A. **An employee** who *is* requested or receives **approval** from an authorized representative of his/her Employer to use hisher personal vehicle for **the** convenience of hisher Employer shall **be** reimbursed at **thirty-eight cents (\$0.88) (thirty-nine cents (\$0.39) effective October 1, 2005) (forty cents (\$0.40) effective October 1, 2006)** per kilometre travelled for such use of hisher vehicle,

SECTION 13

TOOLS AND CLOTHING

1300

- A. Employees shall **be required** to provide themselves with the ordinary hand tools **of the trade** as specified in the attached tool listing*. The Employer will provide insofar **as** is practical, separate facilities for storing the tools, but shall not **be** held responsible for losses, except **as** noted hereunder.
 - (i) When personal tools valued in excess of **\$16.40**

(\$16.89 effective October 1, 2005) (\$17.35 effective October 1, 2006) are lost due to fire, the Employer will consider replacement or payment value to a maximum of **\$546.47 (\$562.86 effective October 1, 2005) (\$578.34 effective October 1, 2006)** based on the merit of tools that a tradesperson is required to have to perform their normal duties with the Employer.

- (ii) The Employer agrees to compensate employees for tools lost by theft, as supported by claims submitted in writing with substantiating evidence to establish theft resulting from forcible entry to locked storage provided by the Employer to a maximum of **\$546.47 (\$662.86 effective October 1, 2005) (\$578.34 effective October 1, 2006)**.
- (iii) In the event of a loss by fire at a work location, replacement or payment of the full estimated value in excess of **\$16.40 (\$16.89 effective October 1, 2005) (\$17.35 effective October 1, 2006)** but not exceeding **\$546.47 (\$662.86 effective October 1, 2005) (\$578.34 effective October 1, 2006)** for the loss of personal clothing will be made.
- (iv) In the event of a loss by fire at an Employer operated camp, replacement or payment of the full estimated value in excess of **\$16.40 (\$16.89 effective October 1, 2005) (\$17.35 effective October 1, 2006)** but not exceeding **\$819.70 (\$844.29 effective October 1, 2005) (\$867.61 effective October 1, 2006)** for the loss of personal clothing will be made,

B. Employees who **have** obtained tools from **the** Employer's tool crib shall be allowed sufficient time, in the opinion of Management, to return such tools to **the** tool crib during **working** hours. Employees receiving tools from such tool crib shall be held responsible for **the** return of such tools in good condition, subject to normal wear and tear. On layoff or standoff employees **will be allowed** reasonable time to return tools,

C. Gang tools **which** are issued to a foreperson are used by one or **more** members of the crew. Such tools **are** not identified on **trade** tools lists, nor are then the tools and equipment identified **in A.** and **B.** of this section. Such tools **shall** be the responsibility of the Employer.

D. Employees eligible for payment under **A.** above shall be reimbursed within ten (10) working days after the date of submitting a claim.

1301

A, Employees **are** required to wear protective clothing and use protective equipment appropriate for the **work** being done. The Employer shall **supply** employees working in close proximity to obvious fire hazards (i.e., **open** flames) with flame resistant coveralls.

B. The Employer **will supply** protective clothing including gloves, high visibility clothing, rainwear and coveralls **where** appropriate **at no** cost to the employee, Protective clothing **that** is provided by the Employer **will be** charged out to an employee and the employee shall be responsible for the return of such protective clothing and equipment upon completion of the **work** involved.

C. Employees shall **supply** themselves with, and wear at all times on the job, an **approved** safety helmet and safety **footwear.**

When an Employer wishes an employee to **wear** a specifically identified safety helmet, the Employer shall **provide it** on loan, complete with a new liner.

SECTION 14

GRIEVANCES AND ARBITRATIONS

1400

(a) Inergi LP shall appoint employees beyond the jurisdiction of the Union to act as contact supervisor. Each contact supervisor shall be responsible for **giving** or securing a decision **on** any grievance submitted to him/her by a Union representative on behalf of any employee or group of employees under his/her supervisor. Grievances will be referred to **the** contact supervisor within thirty (30) days of the **discovery** of **the** event giving rise to the grievance. If a

satisfactory decision is not made by the contact supervisor within forty-eight (48) hours, the Union representative may, within thirty (30) days, refer the grievance to arbitration.

- (b) The **referral** to arbitration shall be made **to** one of the following single arbitrators on a rotating basis:
 - (i) Jules Bloch
 - (ii) Rob Herman
 - (iii) Louisa Davie
- (c) The arbitrator shall set a hearing date to take place within ten (10) working days of the **date** of the referral and shall render **a** decision on the case within thirty (30) days of the completion **of** the hearing **of** the matter. The parties **agree** that they **will** facilitate to the **greatest** extent possible **the** expeditious completion of the hearing process.
- (d) The decision of the arbitrator shall be final and binding on the **parties**. The arbitrator shall not **have** jurisdiction to alter **or overrule** this Agreement or to make any decision inconsistent with this Agreement.
- (e) The arbitrator shall have all the power and authority of **an** arbitrator under Section 48 of the *Labour Relations Act, 1995*.
- (f) Maintenance of normal earnings shall be provided by **Inergi LP** for all Union representatives, attending at the grievance process, including the arbitration hearing. Arbitrator *costs* will be shared,

SECTION 15 COMMITTEES

1500 Joint Committee

- A. To advance** harmonious relations between **Inergi LP** and the Union, **Inergi LP** and the Union shall appoint a Joint Committee comprised of **two (2) PWU** and **two (2) Management** as appointed by the parties.

The Committee shall meet **at** least annually to review the

work program and matters associated with the administration of this **Appendix** with the intent of achieving uniformity of **application** of this **Appendix** wherever employees **are** working. The Committee map also consider matters related to safety.

1501

Joint Apprenticeship Committees (subject to the attached letter “Principles Related to Apprenticeship Program”, **related** Committee Agreements, and Certificate of Qualification requirements).

- A. A Joint Apprenticeship Council (JAC) shall be established and shall meet on a regular basis. This Council shall consist of an **equal** number of members of the Union and **representatives** of the **Employer**, Where applicable, a representative of the Apprenticeship Branch of the Ontario Government may **also** be appointed as an advisor to the regular Council members.
- B. The JAC shall be responsible for the establishment and maintenance of the apprenticeship training programs, as well as **adopting operating** rules and conditions with respect thereto which are complementary to and in **keeping** with the intent of **the Apprenticeship and Trades Qualification Act RSO 1970 as** amended.
- C. **Apprentices** shall **be hired by** the Employer, as and when **required**, from a pool of qualified apprentices established by the JAC in accordance with the procedures established under the **JAC Terms of Reference**.
- C. All apprentices shall be **governed** by the **Ontario Apprenticeship and Trades Qualification Act** and regulations **but** the ratio of apprentices to Journeypersons may be set from time to **time** by the Joint Committee.
- E. In order to expedite the Apprentice’s entrance into Journeyperson status, **the following policy shall apply:**
 - (i) The **Apprentice** must **apply** to the Apprenticeship Branch to **write his/her examination** as soon as possible after **he/she** has reached **his/her** total hours, less three hundred (300).

- (ii) The Apprentice will **give the JAC** two (2) **weeks'** notice that **he/she** is going to write hisher examination.
 - (iii) After writing the examination, the Apprentice will check **his/her** hours in hisher Progress Record Book, with the **JAC**.
 - (iv) The Employer will commence paying the Journeyperson's rate of **pay** the **day** after *the* **Apprentice** completes hisher hours and providing the following conditions **have** been met:
 - (a) The Employer is satisfied that the Apprentice has completed **his/her** hours. If there is a question concerning the completion of hours, confirmation will be supplied by the **JAC** and/or the Union;
 - (b) The Employer is shown written proof of Certification from the Apprenticeship Branch, or has verbal confirmation from *the* **JAC** and/or the Union; and
 - (c) The **Apprentice** has passed **his/ her** examination for hisher Certification of Qualification (C of Q).
- F. In **the** event that an **Apprentice** fails his/her examination **for** hisher C of Q, **he/she** will be paid the **journeyperson** rate of **pay** from the day **he/she** passes any future examinations.
- G. Where the **JAC** is unable to reach an agreement on any matter concerning apprenticeship, the issue shall be **referred** to the Joint Committee for their decision.

SECTION 16 LUNCHROOM AND WASHROOM FACILITIES

1600 Lunchroom Facilities

- A. The Employer will provide clean and **adequately** heated facilities **for** employees **where** such facilities **may** reasonably be **provided**. Lunchroom facilities are to include adequate **space** with tables and benches and **are** to be separated from storage areas. Washroom facilities **are** to include flush toilets and hot and cold running water where reasonable and **practicable**.

SECTION 17 PREGNANCY/PARENTAL/ADOPTION LEAVES

- A, Provisions of **the *Employment Standards Act*** will **apply to a** pregnant **employee**, In addition, an employee's seniority will accumulate **while** on leave provided this does not affect the normal **date** of layoff.

SECTION 18 SELECTION TO VACANCIES

PWU represented members who **have** performed **work** for Inergi LP pursuant to this **Appendix** will be entitled to **apply** to regular positions within Inergi LP for which they **are qualified** and will be selected on the basis of seniority,

Seniority for the purposes of **applying** to regular positions will be calculated on **the** basis of accumulated service with **Inergi LP** gained through this **Appendix**.

Employees in receipt of **a** Inergi LP pension are not eligible for selection to Vacancies,

Dated at Toronto this _____ day of _____ 2003.

FOR: Inergi LP

FOR: POWER WORKERS' UNION

Principles Related to Apprenticeship Program

The parties agree *to* establish an apprenticeship program **recognizing** that the apprenticeship program should be structured to best support the Inergi LP requirements, the **Apprentice** and the requirements of the *Trades Qualification Act*.

The parties **agree** that the following principles should be accepted when developing the apprenticeship program:

- PWU Apprentices **will** be **acquired** through the provisions **of** the **Appendix to the Inergi LP Agreement**.
- The **Apprenticeship Program will** be managed by the Joint Councils outlined in the **Appendix to the Inergi LP Agreement**,
 - Apprentices will **be** assigned to regular **work crews** and to casual **work crews for the purposes** of their training program.
- When **Apprentices** are doing **work** on an assigned basis with regular **work crews**, these **crews** will not be considered as composite **crews**. In this circumstance the **non-monetary provisions of the Main Agreement apply**.
 - The administration of the Apprentice Program will be funded by the Employer and operated from the Union Office.

The parties further **agree** that a committee would be established comprised of two (2) representatives from **Inergi LP** and two (2) representatives from the Union to meet and develop the procedures to be followed on the Apprenticeship Program.

Appendix A - TOOL LIST

All journeypersons electricians are required to have the following tools:

- 1 Centre punch
- 1 1/2" Cold Chisel
- 1 Half-round File
- 1 Ball Peen Hammer
- 1 Adjustable Hacksaw Frame
- 1 **Knife**
- 1 Medium Level
- 5 Prs of Pliers - 8" Sidecutters, Diagonal, Longnose and 2 pairs of Channellock
- 6 Screwdrivers, Robertson and Standard Types
- 1 6" Square or Combination **Square**
- 1 6' Folding Wood Rule
- 1 Small Tap Wrench
- 1 Tool **Box**
- 1 Tool Pouch and belt for hand tools

Lineperson Tool List

- 1 Tool **Box** and lock
- 1 Ball Peen Hammer
- 1 Jackknife or Stripping Knife
- 1 9" Pliers
- 1 6' Folding Wood Rule
- 1 Screwdriver, flat blade, 8"
- 1 8" **Adjustable** Crescent Wrench
- 1 10" or 12" **Adjustable** Crescent Wrench

Electrical Forester

- 1 Saw, hand, pruning
- 1 Set of appropriate hand saw sharpening equipment
- 1 **Jack Knife**
- 1 Hand Pruners

All Journeyman Mechanical Tradespersons are required to have the following tools:

- 1 punches, centre set
- 1 punch, pin, set
- 4 punch, taper set
- 4 rule, steel, 6"
- 3 screwdrivers, flat blade, 4" 8" and 12".
- 1 screwdriver, flat **blade, stubby**

- 1 screwdriver, flat blade, offset
- 1 screwdriver, Robertson, set of detachable head
- 1 screwdriver, Phillips, set of detachable head
- 1 scribe, steel
- 1 square, combination, with level, protractor and centre head 12"
- 1 tape rule, steel, 6 'or longer.
- 1 wrench, tap - to handle **up** to 1/4" taps
- 3 wrenches, adjustable, **crescent** type, 4" 8" and 12"
- 1 wrench, vise **grip**

March 26, 1998

D.F. MacKinnon
Sector Vice-President
Power Workers' Union
244 Eglinton Avenue East
Toronto, Ontario
M4P 1K2

Dear Mr. MacKinnon:

1988 Negotiations - Transmission Agreement

This will confirm the discussion at negotiations regarding the natural barrier concept.

It is agreed that an obstruction or impediment **will** include those areas **where** roads have not been constructed and which causes an unreasonable relationship between radius kilometres and actual kilometres **travelled**.

Yours truly,

March 26, 1998

D.F. MacKinnon
Sector Vice-president
Power Workers' Union
244 Eglinton Avenue East
Toronto, Ontario
M4P 1K2

Dear Mr. MacKinnon:

1988 Negotiations - Transmission Agreement

This will **confirm** the discussion at negotiations regarding **parking** allowance in Toronto.

Employees **working** in the **downtown** core of Toronto will be paid **\$3.28 (\$3.38 effective October 1, 2005) (\$3.47 effective October 1, 2006)** per day worked as a **parking** allowance when an Employer does not **provide parking** space.

The downtown core *is* defined as the **area** bounded by the east side of Dufferin Street in the west, the west side of **Sherbourne** Street and Mount Pleasant Road in the east, the south side of **Eglinton** Avenue in the north and by **Lake** Ontario in the south.

Yours truly,

Add to the Inergi LP Collective Agreement

Assignment of Work and Dispute Resolution Process - Appendix A Construction and Supplementary Maintenance

1. No regular Inergi LP employee will be laid off as a direct result of work being performed pursuant to **Appendix A** of the Collective Agreement.
2. Inergi LP shall share all related information for making an assignment as far in advance of the work as possible.
3. Inergi LP representatives and the PWU Sector Vice-President will agree upon the proposed assignment prior to the assignment being made by the employer.
4. Failing to agree on the assignment of work will result in an expedited resolution process.
5. Should the parties fail to agree on the assignment of work to employees hired pursuant to **Appendix A**, the issue will be referred to Mr. Martin Teplitsky, or his deputy who will act as the sole arbitrator for resolution of the dispute,
6. The arbitrator will hear the dispute within three (3) days of the dispute being referred to Arbitration. The Arbitration may be conducted by conference call.
7. Briefs shall be prepared by each party which will include a statement of facts, a brief argument and any other information and/or documents relevant to the issue. Briefs will be exchanged between the parties and provided to the arbitrator at least twenty-four (24) hours before the arbitration hearing begins. Witnesses may be called with leave of the arbitrator.
8. The decision of the arbitrator shall be final and binding on the parties.

INERGI LP
 PWU CONSTRUCTION AND SUPPLEMENTARY MAINTENANCE APPENDIX WAGE SCHEDULES
 CERTIFIED TRADES (OTHER THAN CIVIL TRADES)
 SALARY SCHEDULE 50

50
 04

PAGE: 1 of 3

GRADE AND STEP	CLASSIFICATIONS, OCCUPATION CODES & EFFECTIVE DATES	BASE HOURLY RATE	VACATION & STAT. HOLIDAY	PENSION	WELFARE	TOTAL WAGE PACKAGE
01-9 02-9 03-9	LINES SENIOR FOREPERSON - 411164 MECHANICAL SENIOR FOREPERSON - 435363 ELECTRICAL SENIOR FOREPERSON - 411061 04-10-01	38.54	3.85	3.00	2.00	47.39
01-8 02-8 03-8	LINES FOREPERSON - 411165 MECHANICAL FOREPERSON - 435363 ELECTRICAL FOREPERSON - 411062 04-10-01	37.53	3.75	3.00	2.00	46.28
01-7 02-7 03-7	LINES SUBFOREPERSON - 411153 MECHANICAL SUBFOREPERSON - 435352 ELECTRICAL SUBFOREPERSON - 411051 04-10-01	35.52	3.55	3.00	2.00	44.07
01-6 02-6 03-6	LINES JOURNEYPerson - 411134 MECHANICAL JOURNEYPerson - 435332 ELECTRICAL JOURNEYPerson - 411031 04-10-01	33.51	3.35	3.00	2.00	41.86
	ELECTRICAL APPRENTICE (5 YEAR PROGRAM) - 411113 MECHANICAL TRADE APPRENTICE (5 YEAR PROGRAM) - 435312					
01-0	1ST PERIOD 04-10-01	13.40	1.34	3.00	2.00	19.74
01-1	2ND PERIOD 04-10-01	16.76	1.68	3.00	2.00	23.44
01-2	3RD PERIOD 04-10-01	20.11	2.01	3.00	2.00	27.12
01-3	4TH PERIOD 04-10-01	23.46	2.35	3.00	2.00	30.81
01-4	5TH PERIOD 04-10-01	26.81	2.68	3.00	2.00	34.49
	LINES APPRENTICE:(4 YEAR PROGRAM) - 410312 MECHANICAL TRADES APPRENTICE (4 YEAR PROGRAM) - 435313					
02-0	1ST PERIOD 04-10-01	16.76	1.68	3.00	2.00	23.44
02-1	2ND PERIOD 04-10-01	20.11	2.01	3.00	2.00	27.12
02-2	3RD PERIOD 04-10-01	23.46	2.35	3.00	2.00	30.81
02-3	4TH PERIOD 04-10-01	26.81	2.68	3.00	2.00	34.49

Note: The normal weekly hours of work for all employees of Employers is forty (40).

OVERTIME RATE:

Mon-Fri: Scheduled Work Days - 1 1/2 times for up to and including 2 hours beyond the normal daily scheduled number of hours. This applies for both 4 day x 10 hours per day schedule and 5 day by 8 hour per day schedule.

Sat: Non-Scheduled Work Days - 2 times for all hours worked,
 2 times for all hours worked.

Sun & Hol: 2 times for all hours worked

Compensation & Benefits

Effective: October 1, 2004

INERGILP
 PWU CONSTRUCTION AND SUPPLEMENTARY MAINTENANCE APPENDIX WAGE SCHEDULES
 CERTIFIED CIVIL TRADES
 SALARY SCHEDULE 50

50
04

GRADE AND STEP	CLASSIFICATIONS, OCCUPATION CODES & EFFECTIVE DATES	BASE HOURLY RATE	VACATION & STAT. HOLIDAY	PENSION	WELFARE	TOTAL WAGE PACKAGE
11-9	CIVIL SENIOR FOREPERSON - 435764 04-10-01	36.61	3.66	3.00	2.00	45.27
11-8	CIVIL FOREPERSON - 435763 04-10-01	35.65	3.57	3.00	2.00	44.22
11-7	CIVIL SUBFOREPERSON - 435753 04-10-01	33.74	3.37	3.00	2.00	42.11
11-6	CIVIL JOURNEYPerson - 435733 04-10-01	31.83	3.18	3.00	2.00	40.01
11-0	CIVIL APPRENTICE (5 YEAR PROGRAM) - 435713 1ST PERIOD 04-10-01	12.73	1.27	3.00	2.00	19.00
11-1	2ND PERIOD 04-10-01	15.92	1.59	3.00	2.00	22.51
11-2	3RD PERIOD 04-10-01	19.10	1.91	3.00	2.00	26.01
11-3	4TH PERIOD 04-10-01	22.28	2.23	3.00	2.00	29.51
11-4	5TH PERIOD 04-10-01	25.47	2.55	3.00	2.00	33.02
12-0	CIVIL APPRENTICE (4 YEAR PROGRAM) - 435714 1ST PERIOD 04-10-01	15.92	1.59	3.00	2.00	22.51
12-1	2ND PERIOD 04-10-01	19.10	1.91	3.00	2.00	26.01
12-2	3RD PERIOD 04-10-01	22.28	2.23	3.00	2.00	29.51
12-3	4TH PERIOD 04-10-01	25.47	2.55	3.00	2.00	33.02

Note: The normal weekly hours of work for all employees of Employers is forty (40).

OVERTIME RATE:

Mon-Fri: Scheduled Work Days - 1 1/2 times for up to and including 2 hours beyond the normal daily scheduled number of hours. This applies for both 4 day x 10 hours per day schedule and 5 day by 8 hour per day schedule.

Sat: Non-Scheduled Work Days - 2 times for all hours worked.

Sun & Hol: 2 times for all hours worked.

Compensation & Benefits
 Effective: October 1, 2004

INERGILP

PWU CONSTRUCTION AND SUPPLEMENTARY MAINTENANCE APPENDIX WAGE SCHEDULES

ELECTRICAL FORESTER - UNCERTIFIED CIVIL TRADES

SALARY SCHEDULE 50

50
04

GRADE AND STEP	CLASSIFICATIONS, OCCUPATION CODES & EFFECTIVE DATES	BASE HOURLY RATE	VACATION & STAT. HOLIDAY	PENSION	WELFARE	TOTAL WAGE PACKAGE
21-9	ELECTRICAL FORESTER SENIOR FOREPERSON - 415363 04-10-01	32.76	3.28	3.00	2.00	41.04
21-8	ELECTRICAL FORESTER FOREPERSON - 415364 04-10-01	31.90	3.19	3.00	2.00	40.09
21-7	ELECTRICAL FORESTER SUBFOREPERSON - 415351 04-10-01	30.19	3.02	3.00	2.00	38.21
21-6	ELECTRICAL FORESTER JOURNEYPEPERSON - 415331 04-10-01	28.48	2.85	3.00	2.00	36.33
21-0	ELECTRICAL FORESTER APPRENTICE (4 YEAR PROGRAM - 415311 1ST PERIOD 04-10-01	14.24	1.42	3.00	2.00	20.66
21-1	2ND PERIOD 04-10-01	17.09	1.71	3.00	2.00	23.80
21-2	3RD PERIOD 04-10-01	19.94	1.99	3.00	2.00	26.93
21-3	4TH PERIOD 04-10-01	22.79	2.28	3.00	2.00	30.07
22-9	ELECTRICAL FORESTER (SKID OPERATOR) SR FOREPERSON - 415323 04-10-01	26.98	2.70	3.00	2.00	34.68
22-8	ELECTRICAL FORESTER (SKID OPERATOR) FOREPERSON - 415324 04-10-01	26.27	2.63	3.00	2.00	33.90
22-7	ELECTRICAL FORESTER (SKID OPERATOR) SUBFOREPERSON - 415325 04-10-01	24.86	2.49	3.00	2.00	32.35
22-6	ELECTRICAL FORESTER (SKID OPERATOR) JOURNEYPEPERSON - 415313 04-10-01	23.46	2.35	3.00	2.00	30.81
23-9	ELECTRICAL FORESTER (LABOURER)/GENERAL HELPER SENIOR FOREPERSON - 415319 04-10-01	21.20	2.12	3.00	2.00	28.32
23-8	ELECTRICAL FORESTER (LABOURER)/GENERAL HELPER FOREPERSON - 415318 04-10-01	20.64	2.06	3.00	2.00	27.70
23-7	ELECTRICAL FORESTER (LABOURER)/GENERAL HELPER SUBFOREPERSON - 415317 04-10-01	19.54	1.95	3.00	2.00	26.49
23-6	ELECTRICAL FORESTER (LABOURER)/GENERAL HELPER JOURNEYPEPERSON - 415316 04-10-01	18.43	1.84	3.00	2.00	25.27

Note: The normal weekly hours of work for all employees of Employers is forty (40).

OVERTIME RATE:

Mon-Fri: Scheduled Work Days - 1 1/2 times for up to and including 2 hours beyond the normal daily scheduled number of hours, This applies for both 4 day x 10 hours per day schedule and 5 day by 8 hour schedule

Non-Scheduled Work Days - 2 times for all hours worked,

Sat: 2 times for all hours worked.

Sun & Hal: 2 times for all hours worked.

Compensation & Benefits

Effective: October 1, 2004

CONSTRUCTION AND SUPPLEMENTARY MAINTENANCE APPENDIX WAGE SCHEDULES
CERTIFIED TRADES (OTHER THAN CIVIL TRADES)
SALARY SCHEDULE 50

50	05
	05

GRADE AND STEP	CLASSIFICATIONS, OCCUPATION CODES & EFFECTIVE DATES	BASE HOURLY RATE	VACATION & STAT. HOLIDAY	PENSION	WELFARE	TOTAL WAGE PACKAGE
01-9 02-9 03-9	LINES SENIOR FOREPERSON - 411164 MECHANICAL SENIOR FOREPERSON - 435362 ELECTRICAL SENIOR FOREPERSON - 411061 05-10-01	39.85	3.98	3.00	2.00	48.83
01-8 02-8 03-8	LINES FOREPERSON; -411165 MECHANICAL FOREPERSON; -435363 ELECTRICAL FOREPERSON - 411062 05-10-01	38.81	3.88	3.00	2.00	47.69
01-7 02-7 03-7	LINES SUBFOREPERSON - 411153 MECHANICAL SUBFOREPERSON - 435352 ELECTRICAL SUBFOREPERSON - 411051 05-10-01	36.73	3.67	3.00	2.00	45.40
01-6 02-6 03-6	LINES JOURNEYPerson - 411134 MECHANICAL JOURNEYPerson - 435332 ELECTRICAL JOURNEYPerson - 411031 05-10-01	34.65	3.47	3.00	2.00	43.12
	ELECTRICAL APPRENTICE (5 YEAR PROGRAM) - 411113 MECHANICAL TRADE APPRENTICE (5 YEAR PROGRAM) - 435312					
01-0	1ST PERIOD 05-10-01	13.86	1.39	3.00	2.00	20.25
01-1	2ND PERIOD 05-10-01	17.33	1.73	3.00	2.00	24.06
01-2	3RD PERIOD 05-10-01	20.79	2.08	3.00	2.00	27.87
01-3	4TH PERIOD 05-10-01	24.26	2.43	3.00	2.00	31.69
01-4	5TH PERIOD 05-10-01	27.72	2.77	3.00	2.00	35.49
	LINES APPRENTICE (4 YEAR PROGRAM) - 410312 MECHANICAL TRADES APPRENTICE (4 YEAR PROGRAM) - 435313					
02-0	1ST PERIOD 05-10-01	17.33	1.73	3.00	2.00	24.06
02-1	2ND PERIOD 05-10-01	20.79	2.08	3.00	2.00	27.87
02-2	3RD PERIOD 05-10-01	24.26	2.43	3.00	2.00	31.69
02-3	4TH PERIOD 05-10-01	27.72	2.77	3.00	2.00	35.49

Note: The normal weekly hours of work for all employees of Employers is forty (40).

OVERTIME RATE:

Mon-Fri: Scheduled Work Days - 1 1/2 times Or up to and Including 2 hours beyond the normal daily scheduled number of hours. This applies for both 4 day x 10 hours per day schedule and 5 day by 8 hour per day schedule.

Sat: Non-Scheduled Work Days - 2 times for all hours worked.

Sun & Hol 2 times for all hours worked

Compensation & Benefits
Effective: October 1, 2005

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INERGI LP
 PWU CONSTRUCTION AND SUPPLEMENTARY MAINTENANCE APPENDIX WAGE SCHEDULES
 CERTIFIED CIVIL TRADES
 SALARY SCHEDULE 50

50
05

GRADE AND STEP	CLASSIFICATIONS, OCCUPATION CODES & EFFECTIVE DATES	BASE HOURLY RATE	VACATION & STAT. HOLIDAY	PENSION	WELFARE	TOTAL WAGE PACKAGE
11-9	CIVIL SENIOR FOREPERSON - 435764 05-10-01	37.86	3.79	3.00	2.00	46.65
11-8	CIVIL FOREPERSON - 435763 05-10-01	36.87	3.69	3.00	2.00	45.56
11-7	CIVIL SUBFOREPERSON - 435753 05-10-01	34.89	3.49	3.00	2.00	43.38
11-6	CIVIL JOURNEYPERSON - 435733 05-10-01	32.92	3.29	3.00	2.00	41.21
11-0	CIVIL APPRENTICE (5 YEAR PROGRAM) - 435713 1ST PERIOD 05-10-01	13.17	1.32	3.00	2.00	19.49
11-1	2ND PERIOD 05-10-01	16.46	1.65	3.00	2.00	23.11
11-2	3RD PERIOD 05-10-01	19.75	1.98	3.00	2.00	26.73
11-3	4TH PERIOD 05-10-01	23.04	2.30	3.00	2.00	30.34
11-4	5TH PERIOD 05-10-01	26.33	2.63	3.00	2.00	33.96
12-0	CIVIL APPRENTICE (4 YEAR PROGRAM) - 435714 1ST PERIOD 05-10-01	16.46	1.65	3.00	2.00	23.11
12-1	2ND PERIOD 05-10-01	19.75	1.98	3.00	2.00	26.73
12-2	3RD PERIOD 05-10-01	23.04	2.30	3.00	2.00	30.34
12-3	4TH PERIOD 05-10-01	26.33	2.63	3.00	2.00	33.96

Note: The normal weekly hours of work for all employees of Employers is forty (40).

OVERTIME RATE:

Mon-Fri: Scheduled Work Days - 1 1/2 times for up to and including 2 hours beyond the normal daily scheduled number of hours. This applies for both 4 day x 10 hours per day schedule and 5 day by 8 hour per day schedule.

Sat: Non-Scheduled Work Days - 2 times for all hours worked.
 2 times for all hours worked.

Sun & Hol: 2 times for all hours worked.

Compensation & Benefits
 Effective: October 1, 2005

INERGI LP
 PWU CONSTRUCTION AND SUPPLEMENTARY MAINTENANCE APPENDIX WAGE SCHEDULES
 ELECTRICAL FORESTER - UNCERTIFIED CIVIL TRADES
 SALARY SCHEDULE 50

GRADE ANI) STEP	CLASSIFICATIONS, OCCUPATION CODES & EFFECTIVE DATES	BASE HOURLY RATE	VACATION & STAT. HOLIDAY	PENSION	WELFARE	TOTAL WAGE PACKAGE
21-9	ELECTRICAL FORESTER SENIOR FOREPERSON - 415363 05-10-01	33.87	3.39	3.00	2.00	42.26
21-8	ELECTRICAL FORESTER FOREPERSON - 415364 05-10-01	32.99	3.30	3.00	2.00	41.29
21-7	ELECTRICAL FORESTER SUBFOREPERSON - 415351 05-10-01	31.22	3.12	3.00	2.00	39.34
21-6	ELECTRICAL FORESTER JOURNEYPerson - 415331 05-10-01	29.45	2.95	3.00	2.00	37.40
21-0	ELECTRICAL FORESTER APPRENTICE (4 YEAR PROGRAM - 415311 1ST PERIOD 05-10-01	14.73	1.47	3.00	2.00	21.20
21-1	2ND PERIOD 05-10-01	17.67	1.77	3.00	2.00	24.44
21-2	3RD PERIOD 05-10-01	20.62	2.06	3.00	2.00	27.68
21-3	4TH PERIOD 05-10-01	23.56	2.36	3.00	2.00	30.92
22-9	ELECTRICAL FORESTER (SKID OPERATOR) SR FOREPERSON - 415323 05-10-01	27.89	2.79	3.00	2.00	35.68
22-8	ELECTRICAL FORESTER (SKID OPERATOR) FOREPERSON - 415324 05-10-01	27.17	2.72	3.00	2.00	34.89
22-7	ELECTRICAL FORESTER (SKID OPERATOR) SUBFOREPERSON - 415325 05-10-01	25.71	2.57	3.00	2.00	33.28
22-6	ELECTRICAL FORESTER (SKID OPERATOR) JOURNEYPerson - 415313 05-10-01	24.26	2.43	3.00	2.00	31.69
23-9	ELECTRICAL FORESTER (LABOURER)/GENERAL HELPER SENIOR FOREPERSON - 415319 05-10-01	21.92	2.19	3.00	2.00	29.11
23-8	ELECTRICAL FORESTER (LABOURER)/GENERAL HELPER FOREPERSON - 415318 05-10-01	21.34	2.13	3.00	2.00	28.47
23-7	ELECTRICAL FORESTER (LABOURER) GENERAL HELPER SUBFOREPERSON - 415317 05-10-01	20.20	2.02	3.00	2.00	27.22
23-6	ELECTRICAL FORESTER (LABOURER) GENERAL HELPER JOURNEYPerson - 415316 05-10-01	19.06	1.91	3.00	2.00	25.97

Note: The normal weekly hours of work for all employees of Employers is forty (40).

OVERTIME RATE:

Mon-Fri: Scheduled Work Days - 1 1/2 times for up to and including 2 hours beyond the normal daily scheduled number of hours. This applies for both 4 day x 10 hours per day schedule and 5 day by 8 hour schedule

Sat: Non-Scheduled Work Days - 2 times for all hours worked.

Sun & Hol: 2 times for all hours worked.

Compensation & Benefits
 Effective: October 1, 2005

INERGI LP
 PWU CONSTRUCTION AND SUPPLEMENTARY MAINTENANCE APPENDIX WAGE SCHEDULES
 CERTIFIED TRADES (OTHER THAN CIVIL TRADES)
 SALARY SCHEDULE 50

50
 06

GRADE AND STEP	CLASSIFICATIONS, OCCUPATION CODES & EFFECTIVE DATES	BASE HOURLY RATE	VACATION & STAT. HOLIDAY	PENSION	WELFARE	TOTAL WAGE PACKAGE
01-9 02-9 03-9	LINES SENIOR FOREPERSON - 411164 MECHANICAL SENIOR FOREPERSON - 435362 ELECTRICAL SENIOR FOREPERSON - 411061 06-10-01	41.10	4.11	3.00	2.00	50.21
01-E 02-8 03-8	LINES FOREPERSON - 411165 MECHANICAL FOREPERSON - 435363 ELECTRICAL FOREPERSON - 411062 06-10-01	40.03	4.00	3.00	2.00	49.03
01-7 02-7 03-7	LINES SUBFOREPERSON - 411153 MECHANICAL SUBFOREPERSON - 435352 ELECTRICAL SUBFOREPERSON - 411051 06-10-01	37.88	3.79	3.00	2.00	46.67
01-6 02-6 03-6	LINES JOURNEYPerson - 411134 MECHANICAL JOURNEYPerson - 435332 ELECTRICAL JOURNEYPerson - 411031 06-10-01	35.74	3.57	3.00	2.00	44.31
	ELECTRICAL APPRENTICE (5 YEAR PROGRAM) - 411113 MECHANICAL TRADE APPRENTICE (5 YEAR PROGRAM) - 435312					
01-0	1ST PERIOD 06-10-01	14.30	1.43	3.00	2.00	20.73
01-1	2ND PERIOD 06-10-01	17.87	1.79	3.00	2.00	24.66
01-2	3RD PERIOD 06-10-01	21.44	2.14	3.00	2.00	28.58
01-3	4TH PERIOD 06-10-01	25.02	2.50	3.00	2.00	32.52
01-4	5TH PERIOD 06-10-01	28.59	2.86	3.00	2.00	36.45
	LINES APPRENTICE (4 YEAR PROGRAM) - 410312 MECHANICAL TRADES APPRENTICE (4 YEAR PROGRAM) - 435313					
02-0	1ST PERIOD 06-10-01	17.87	1.79	3.00	2.00	24.66
02-1	2ND PERIOD 06-10-01	21.44	2.14	3.00	2.00	28.58
02-2	3RD PERIOD 06-10-01	25.02	2.50	3.00	2.00	32.52
02-3	4TH PERIOD 06-10-01	28.59	2.86	3.00	2.00	36.45

Note: The normal weekly hours of work for all employees of Employers is forty (40).

OVERTIME RATE:

Mon-Fri: Scheduled Work Days - 1 1/2 times for up to and including 2 hours beyond the normal daily scheduled number of hours. This applies for both 4 day x 10 hours per day schedule and 5 day by 8 hour per dag schedule.
 Non-Scheduled Work Days - 2 times for all hours worked.

Sat: 2 times for all hours worked.
 Sun & Hol: 2 times for all hours worked

Compensation & Benefits
 Effective: October 1, 2006

INERGI LP

PWU CONSTRUCTION AND SUPPLEMENTARY MAINTENANCE APPENDIX WAGE SCHEDULES
 CERTIFIED CIVIL TRADES
 SALARY SCHEDULE 50

50
06

GRADE AND STEP	CLASSIFICATIONS, OCCUPATION CODES & EFFECTIVE DATES	BASE HOURLY RATE	VACATION & STAT. HOLIDAY	PENSION	WELFARE	TOTAL WAGE PACKAGE
11-9	CIVIL SENIOR FOREPERSON - 435764 06-10-01	39.05	3.90	3.00	2.00	47.95
11-8	CIVIL FOREPERSON - 435763 06-10-01	38.03	3.80	3.00	2.00	
11-7	CIVIL SUBFOREPERSON - 435753 06-10-01	35.99	3.60	3.00	2.00	44.59
11-6	CIVIL JOURNEYPerson - 435733 06-10-01	33.95	3.40	3.00	2.00	42.35
11-0	CIVIL APPRENTICE (5 YEAH PROGRAM) - 435713 1ST PERIOD 06-10-01	13.58	1.36	3.00	2.00	19.94
11-1	2ND PERIOD 06-10-01	16.98	1.70	3.00	2.00	23.68
11-2	3RD PERIOD 06-10-01	20.37	2.04	3.00	2.00	27.41
11-3	4TH PERIOD 06-10-01	23.77	2.38	3.00	2.00	31.15
11-4	5TH PERIOD 06-10-01	27.16	2.72	3.00	2.00	34.88
12-0	CIVIL APPRENTICE (4 YEAR PROGRAM) - 435714 1ST PERIOD 06-10-01	16.98	1.70	3.00	2.00	23.68
12-1	2ND PERIOD 06-10-01	20.37	2.04	3.00	2.00	27.41
12-2	3RD PERIOD 06-10-01	23.77	2.38	3.00	2.00	31.15
12-3	4TH PERIOD 06-10-01	27.16	2.72	3.00	2.00	34.88

Note: The normal weekly hours of work for all employees of Employers is forty (40).

OVERTIME RATE:

Mon-Fri: Scheduled Work Days - 1 1/2 times for up to and including 2 hours beyond the normal daily scheduled number of hours. This applies for both 4 day x 10 hours per day schedule and 5 day by 8 hour per day schedule.

Sat: Non-Scheduled Work days - 2 times for all hours worked.

Sun & Hal: 2 times for all hours worked.

Compensation & Benefits
 Effective: October 1, 2006

INERGI LP
 PWU CONSTRUCTION AND SUPPLEMENTARY MAINTENANCE APPENDIX: WAGE SCHEDULES
 ELECTRICAL FORESTER - UNCERTIFIED CIVIL TRADES
 SALARY SCHEDULE 50

50
 06

GRADE An- STEP	CLASSIFICATIONS, OCCUPATION CODES & EFFECTIVE DATES	BASE HOURLY RATE	VACATION & STAT. HOLIDAY	PENSION	WELFARE	TOTAL WAGE PACKAGE
21-9	ELECTRICAL FORESTER SENIOR FOREPERSON - 415363 06-10-01	34.94	3.49	3.00	2.00	43.43
21-8	ELECTRICAL FORESTER FOREPERSON - 415364 06-10-01	34.02	3.40	3.00	2.00	42.42
21-7	ELECTRICAL FORESTER SUBFOREPERSON - 415351 06-10-01	32.20	3.22	3.00	2.00	40.42
21-6	ELECTRICAL FORESTER JOURNEYPERSON - 415331 06-10-01	30.38	3.04	3.00	2.00	38.42
21-0	ELECTRICAL FORESTER APPRENTICE (4 YEAR PROGRAM - 415311 1ST PERIOD 06-10-01	15.19	1.52	3.00	2.00	21.71
21-1	2ND PERIOD 06-10-01	18.23	1.82	3.00	2.00	25.05
21-2	3RD PERIOD 06-10-01	21.27	2.13	3.00	2.00	28.40
21-3	4TH PERIOD 06-10-01	24.30	2.43	3.00	2.00	31.73
22-9	ELECTRICAL FORESTER (SKID OPERATOR) SR FOREPERSON - 415323 06-10-01	28.77	2.88	3.00	2.00	36.65
22-8	ELECTRICAL FORESTER (SKID OPERATOR) FOREPERSON - 415324 06-10-01	28.02	2.80	3.00	2.00	35.82
22-7	ELECTRICAL FORESTER (SKID OPERATOR) SUBFOREPERSON - 415325 06-10-01	26.52	2.65	3.00	2.00	34.17
22-6	ELECTRICAL FORESTER (SKID OPERATOR) JOURNEYPERSON - 415313 06-10-01	25.02	2.50	3.00	2.00	32.52
23-9	ELECTRICAL FORESTER (LABOURER)/GENERAL HELPER SENIOR FOREPERSON - 415319 06-10-01	22.61	2.26	3.00	2.00	29.87
23-8	ELECTRICAL FORESTER (LABOURER)/GENERAL HELPER FOREPERSON - 415318 06-10-01	22.02	2.20	3.00	2.00	29.22
23-7	ELECTRICAL FORESTER (LABOURER)/GENERAL HELPER SUBFOREPERSON - 415317 06-10-01	20.84	2.08	3.00	2.00	27.92
23-6	ELECTRICAL FORESTER (LABOURER)/GENERAL HELPER JOURNEYPERSON - 415316 06-10-01	19.66	1.97	3.00	2.00	26.63

Note: The normal weekly hours of work for all employees of Employers is forty (40).

OVERTIME RATE:

Mon-Fri: Scheduled Work Days - 1 1/2 times for up to and including 2 hours beyond the normal daily scheduled number of hours, This applies for both 4 day x 10 hours per day schedule and 5 day by 8 hour schedule

Non-Scheduled Work Days - 2 times for all hours worked,

Sat: 2 times for all hours worked.

Sun & Hol: 2 times for all hours worked.

Compensation & Benefits
 Effective: October 1, 2006

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