

COLLECTIVE AGREEMENT

BETWEEN

ELECTRICAL SAFETY AUTHORITY, INC.

AND

THE SOCIETY OF ENERGY PROFESSIONALS

July 1, 2012 – June 30, 2015

IN WITNESS THEREOF the parties hereto have caused the agreement to be executed by their proper officers duly authorized in that behalf,

For Electrical Safety Authority:



David Kirkconnell
Vice President Human Resources

For Society of Energy Professionals:



Scott Travers
President

DATE: October 6/2014

DATE: October 7/14

TABLE OF CONTENTS

PART I - PREAMBLE	1
1 SOCIETY AND CORPORATE INTERESTS.....	1
1.1 Principles	1
PART II - RECOGNITION	2
2 RECOGNITION CLAUSE.....	2
2.1 Provincial Jurisdiction.....	2
2.2 Federal Jurisdiction	2
2.3 Clarity Notes.....	3
2.4 Supervisory Employees - Code of Ethics	5
2.5 Conflict of Interest - Security Staff	5
2.6 Exclusions Process.....	6
2.7 <i>Successor Rights</i>	9
3 EMPLOYEE CLASSIFICATIONS.....	9
3.1 Probationary Employees	9
3.2 Regular Employees	9
3.3 Temporary Employees	10
4 SERVICE CREDIT DEFINITIONS.....	10
4.1 Established Commencement Date (ECD).....	10
4.2 Vacation Credit Date (VCD)	11
4.3 External Experience Value (EEV)	11
4.4 Service Recognition Date (SRD)	11
4.5 <i>"Eligibility Service" or "Continuous Employment" for Pension Purposes</i>	12
5 TEMPORARY ASSIGNMENTS	12
5.1 Employees Temporarily Excluded from Society Jurisdiction	13
5.2 Employees Temporarily Included in Society Jurisdiction	13
5.3 Grievance	13
6 EMPLOYEES ON TEMPORARY OUT-OF-PROVINCE ASSIGNMENT.....	14
6.1 Terms and Conditions of Employment During Assignment	14
6.2 Filling the Pre-Assignment Position	14
6.3 Redeployment Upon Completion of Assignment	14
6.4 Employment Continuity During Temporary Out-of-Province Assignment	15
7 MID-TERM AGREEMENTS - BUSINESS UNITS.....	16
7.1 Principles	16
7.2 Issues That May be the Subject of Business Unit Mid-Term Agreements.....	17
7.3 Approvals	17
7.4 Scope	17
7.5 Duration	17
7.6 Responsibilities	17
PART III - VOLUNTARY RECOGNITION AGREEMENT.....	19
8 VRA AMENDMENTS	19
8.1 Supervisory Employees	19

PART IV - COLLECTIVE AGREEMENT TERM - NO STRIKE/NO LOCKOUT	20
9 COLLECTIVE AGREEMENT TERM - NO STRIKE/NO LOCKOUT	20
9.2 No Strike/No Lockout.....	20
9.3 <i>Operation of the Collective Agreements</i>	20
9.4 <i>Transition Provisions</i>	20
PART V - UNION SECURITY.....	22
10 SOCIETY MEMBERSHIP AND DUES DEDUCTION	22
10.1 Membership in The Society	22
10.2 Dues Deduction (Rand Formula).....	22
11 PRINCIPLES REGARDING INVOLVEMENT WITH RESPECT TO SUCCESSOR RIGHTS.....	22
PART VI - DISPUTE RESOLUTION PROCESSES.....	23
12 NO DISCRIMINATION	23
12.1 Human Rights	23
12.2 Union Activity.....	23
13 EMPLOYEE INDEMNIFICATION	23
14 VOLUNTARY RECOGNITION AGREEMENT DISPUTES.....	24
14.1 Enforcement.....	24
14.2 Selection of Mediators and Arbitrators	24
15 COLLECTIVE AGREEMENT NEGOTIATION DISPUTES.....	24
16 COMPLAINT AND GRIEVANCE/ARBITRATION PROCEDURE.....	25
16.1 Preamble and Principles of Operation	25
16.2 Definitions	25
16.3 Scope Notes	26
16.4 Timeliness.....	27
16.5 Step 1: Employee Complaint.....	28
16.6 Step 2: Grievance Meeting.....	28
16.7 Settlement.....	28
16.8 Employment File	28
16.9 Grievance Arbitration.....	28
16.10 Society Representatives.....	28
17 DISCIPLINE AND DISCHARGE.....	29
18 PRINCIPLE AND PROCESS OF PRIOR INVOLVEMENT IN JURISDICTIONAL ISSUES/DISPUTES	29
19 JOINT JOB CHALLENGE RESOLUTION COMMITTEE	30
20 PERFORMANCE PAY COMPLAINTS	30
21 PERFORMANCE APPRAISAL FEEDBACK AND ADVANCED WARNING OF REDUCED PERFORMANCE PAY STANDING.....	31
21.1 Principles.....	31
22 ROLE OF SUPERVISORS	32
PART VII - SALARY	33
23 SALARY SCHEDULES	33
24 ESCALATOR CLAUSE.....	43

25	PAY AND BENEFITS TREATMENT OF STAFF PAID FROM SALARY SCHEDULE 04 - MANAGEMENT AND PROFESSIONAL (M&P) DEVELOPMENT SCHEDULE	43
25.1	Pay Treatment.....	43
25.16	Students	45
29	SHORT-TERM ABSENCES.....	45
31	JOB EVALUATION PLANS.....	45
32	PERFORMANCE PAY PLAN	46
33	PROMOTION-IN-PLACE PLANS.....	47
33.1	Definition.....	47
33.2	Principles.....	47
33.3	Conditions	47
33.4	Standard Features	47
34	TEMPORARY EMPLOYEES	48
34.1	Society Notification	48
34.2	Temporary Employees with Less than 12 Months' Service	48
34.3	Temporary Employees with More than 12 Months' Service	49
34.4	Temporary Employees Working Reduced Hours	49
PART VIII - ABSENCE FROM WORK.....		49
35	PAID/UNPAID TIME OFF	49
35.1	Jury Duty/Required Attendance at Court	50
35.2	Funeral Leave	50
35.3	Medical and Dental Appointments	50
35.4	Family Care.....	50
35.5	Compassionate Care Leave.....	50
36	EMPLOYEES HIRED AS SOCIETY STAFF	51
37	RELEASE OF SOCIETY REPRESENTATIVES.....	51
37.1	Intent.....	51
37.2	Specific Circumstances.....	51
38	VACATIONS	52
38.1	Vacation Entitlement	52
38.2	Less Than One Year of Service by June 30	52
38.3	One to Seven Years of Service.....	52
38.4	From Eight to Fifteen Years of Service	52
38.5	For Sixteen to Twenty-Four Years of Service	52
38.6	For Twenty-Five or More Years of Service	53
38.7	External Experience Credit.....	53
38.8	Vacation Credit for Prior Service.....	54
38.9	Vacation Without Pay	54
38.10	Use of Vacation Credits of Succeeding Year at Christmas	54
38.11	Banked Vacation	54
38.12	Vacation Bonus	54
38.13	Vacation Entitlement on Retirement/Termination.....	54
38.14	Vacation Pay on Retirement/Termination is as follows:.....	54
38.15	Deferment or Interruption of Vacations.....	55
39	STATUTORY HOLIDAYS AND FLOATING HOLIDAYS.....	56

39.2	Floating Holidays	57
40	UNEMPLOYMENT INSURANCE COMMISSION REBATE	57
41	PREGNANCY/PARENTAL LEAVE	57
41.1	Pregnancy Leave	57
41.2	Parental Leave.....	58
41.3	Benefits Under the Supplementary Unemployment Benefit (SUB) Plan.....	59
42	SICK LEAVE PLAN.....	60
43	LONG TERM DISABILITY	61
43.1	Qualifying Period.....	61
43.2	Disability Period	62
43.3	Benefits	62
43.4	Other Conditions.....	62
44	WORKERS' COMPENSATION LEAVE.....	63
45	REHABILITATION AND RE-EMPLOYMENT	63
45.1	Application	63
45.2	Policy	63
45.3	Rehabilitation.....	64
45.4	Re-employment.....	64
45.5	Termination of Employment.....	64
PART IX - HEALTH BENEFITS.....		64
46	EXTENDED HEALTH BENEFITS (EHB)	64
47	DENTAL PLAN.....	66
48	SEMI-PRIVATE HOSPITAL ACCOMMODATION PLAN	66
PART X - PENSION AND INSURANCE		67
49	LIFE INSURANCE.....	67
49.2	Life Insurance Options	67
49.5	Spousal Insurance	68
50	PENSION PLAN	68
PART XI - RELOCATION ASSISTANCE.....		71
51	HOUSING ASSISTANCE PLAN	71
51.1	Intent.....	71
51.2	Purchase Guarantee.....	71
51.3	Listing of Property	72
51.4	Sale of Property by ESA.....	72
51.5	Advance of Equity	73
52	MOVING EXPENSES.....	73
52.1	Intent.....	73
52.2	Minimum Moving Distance.....	73
52.3	Expenses for Reimbursement	75
52.4	Second Related Move	79
52.5	On Retirement.....	79

53	FINANCIAL ASSISTANCE PLAN.....	79
54	HOUSE EVALUATION AND GUARANTEE PLAN.....	81
55	COMPENSATION WHEN ASSIGNED TO TEMPORARY WORK HEADQUARTERS	81
55.1	Intent.....	81
55.2	Definitions	82
55.3	Compensation When Remaining at Temporary Work Headquarters (TWHQ).....	82
55.5	Compensation for Daily Commuting To, and From, Temporary Work Headquarters.....	83
55.6	Exception.....	83
PART XII - TIME WORKED OUTSIDE NORMAL HOURS		84
56	ON-CALL SERVICE.....	84
56.1	Definition.....	84
56.2	Payment	84
57	OVERTIME.....	84
57.2	Day Workers.....	85
57.3	Shift Workers	85
57.6	Recording Overtime	86
58	TRAVEL TIME.....	86
58.1	General.....	86
58.2	Excessive Travel.....	86
58.3	Emergency Overtime Work.....	87
58.4	Attendance at Seminars, Conventions, Etc.....	87
58.5	Flexibility	87
59	SHIFT WORK (M&P, TMS/TS, OSS).....	87
59.1	Definitions	87
59.2	Shift Workers	88
59.3	Shift Allowances (M&P, TMS/TS, & OSS)	88
59.4	Information Management Systems Division (M&P)	89
59.5	Ten Hour Shifts.....	89
59.6	Periodic Shifts for Non-Shift Workers	91
60	SHIFT WORK (FM&P)	91
60.1	Intent.....	91
60.2	Definitions (See Article 59)	91
60.3	Shift Differentials	92
60.4	Shift Premiums	92
60.5	Overtime	92
60.6	Time Balancing	92
60.7	Special Circumstances.....	93
61	COMPENSATION AND WORKING CONDITIONS - 12-HOUR SHIFT SCHEDULE.....	93
61.1	General Provisions	93
61.2	Shift Differential	94
61.3	Shift Premium	94
61.4	Overtime	94
61.5	On-Call.....	95
61.6	Special Conditions	95
61.8	Minimum Availability Requirement (MAR) List	96
APPENDIX I.....		98

12-Hour Shift Monitoring Criteria	98
APPENDIX II.....	99
Master Schedule Guidelines.....	99
62 SHIFT TURNOVER.....	99
63 RESERVE.....	99
PART XIII - WORKING CONDITIONS.....	100
64 EMPLOYMENT CONTINUITY	100
64.1 Scope.....	100
64.2 Preamble and Principles of Operation.....	101
64.3 Definitions	101
64.4 Notification and Involvement of The Society.....	103
64.5 Set Up Joint Redeployment and Planning Team.....	105
64.6 Joint Planning - Responsibilities of the JRPT	105
64.7 Re-assignment of Declared Surplus Employees.....	118
64.8 Compensation	122
64.9 Severance, Lump-Sum Payments and Voluntary Resignation	124
64.10 Purchased Services.....	125
64.11 Termination of Employment	126
64.12 Recall Rights	126
64.13 Relocation and Housing Assistance.....	126
65 VACANCIES (RELIEF, ROTATIONS AND SELECTIONS)	127
65.1 Intent.....	127
65.2 Definitions	127
65.3 Advance Planning.....	127
65.4 Relief	127
65.5 Rotations Within the Bargaining Unit	128
65.6 Selections for Assignments Other Than Relief or Rotations	129
66 SALARY TREATMENT FOR PROMOTIONS, TEMPORARY ASSIGNMENTS, LATERAL TRANSFERS AND DEMOTIONS.....	134
66.1 Definitions	134
66.2 Promotion	135
66.3 Reclassification as a Result of a Job Re-evaluation.....	135
66.4 Temporary Assignment in a Higher-Rated Job.....	136
66.5 Lateral Transfer	136
66.6 Demotions.....	136
67 PURCHASED SERVICES AGREEMENT (PSA)	137
67.1 Scope.....	137
67.2 Assignment of Work.....	137
67.3 Decision Process.....	138
67.4 Dispute Resolution Process.....	140
67.4.3 <i>Emergencies</i>	141
67.5 Structure	141
67.6 Application	141
68 HOURS OF WORK.....	142
68.3 Reduction of Hours of Work	142

69	REDUCED BASE HOURS (40 HOUR WORKERS)	142
70	ALTERNATE HOURS OF WORK ARRANGEMENTS.....	143
70.1	Principles	143
70.2	Application	143
70.3	Definitions	144
70.4	Overtime	145
70.5	Process	145
71	REDUCED HOURS OF WORK (RHOW) ARRANGEMENTS.....	146
71.1	Principles	146
71.2	Definitions	147
71.3	Guidelines	147
71.4	General Conditions - Reduced Hours Arrangements	148
71.5	Termination of the RHOW Agreement	153
71.6	Responsibilities	156
72	PEAK DEMAND HOURS ARRANGEMENTS.....	156
72.1	Intent.....	156
73	WORK SHARING	157
74	ASSIGNMENT OF NON-BARGAINING UNIT WORK DURING A STRIKE/LOCKOUT	157
75	TELEWORKING	159
75.1	Definition of Teleworking:	159
75.2	Collective Agreement Standards:.....	159
75.3	Local Agreements.....	159
76	DIRECT DEPOSIT	160
77	CROSSING PICKET LINES OF OTHER UNIONS	160
78	THE PROVISION OF FRENCH LANGUAGE SERVICES	160
78.1	Designated Positions.....	160
78.2	Job Security	160
78.3	Training	161
78.4	Posting and Selection.....	161
78.5	Surplus Staff	161
78.6	Allowance.....	161
80	SPECIAL CLOTHING	162
81	PAYMENT FOR USE OF PERSONAL VEHICLE	162
82	BUSH FIRE FIGHTING AND VOLUNTEER FIRE BRIGADES.....	163
83	RETIREMENT BONUS	163
84	EXTREME WINTER WEATHER CONDITIONS.....	163
84.1	Make Up Time	163
84.2	Closure	164
84.3	Stranded Employees	164
85	EXTRAMURAL TRAINING.....	164
86	MEAL EXPENSES.....	165

PART XIV - ADMINISTRATION	165
87 REPRESENTATION ON ESA COMMITTEES	165
88 GUIDELINES FOR SOCIETY REPRESENTATIVES ON CONTINUOUS QUALITY IMPROVEMENT (CQI) TEAMS.....	166
89 TRIPARTITE AGREEMENT ON JOINT HEALTH AND SAFETY COMMITTEES	167
90 AUTHORITY TO STOP WORK	168
90.1 Definitions	168
90.2 Intent.....	168
90.3 Introduction	168
90.4 Authority to Stop Work.....	169
90.5 Training/Certification	169
90.6 Responsibility and Accountability	170
90.7 Compensation and Discipline.....	170
90.8 Decertification.....	170
90.9 Assessment	170
91 HEALTH AND SAFETY DISPUTES.....	170
92 JOINT HEALTH AND SAFETY COMMITTEES	170
93 JOINT SOCIETY-MANAGEMENT COMMITTEE (JSMC)	172
94 PROBLEM-SOLVING TEAMS	172
95 PUBLICATION OF COLLECTIVE AGREEMENT	172
96 USE OF ESA COMPUTER FACILITIES	173
97 STATUS OF CERTAIN CORPORATE POLICIES AND PROCEDURES	173
98 CODE OF CONDUCT	174
99 LETTERS OF UNDERSTANDING & MID-TERM AGREEMENTS	174
99.2 Letter of Understanding.....	174
99.3 Mid-Term Agreements.....	174
99.4 Note to Letters of Understanding and Mid-Term Agreements	175
100 NOTE TO PART XV - APPENDICES.....	176
PART XV - APPENDICES.....	176
APPENDIX I - RE: UTILIZATION AND ADVANCEMENT OF PROFESSIONAL ENGINEERS AND SCIENTISTS...	176
APPENDIX II - RE: INPUT TO ASSOCIATION OF PROFESSIONAL ENGINEERS OF THE PROVINCE OF ONTARIO (APEO) SALARY SURVEY	178
APPENDIX III - RE: PENSION PLAN ACTUARIAL ASSUMPTIONS.....	180
APPENDIX V - RE: LIST OF MEDIATORS AND ARBITRATORS (INCOMPLETE).....	181
APPENDIX VI - RE: JOINT JOB CHALLENGE RESOLUTION COMMITTEE	181
APPENDIX VII - RE: OUTLINE OF NEGOTIATING PROCESS FOR COLLECTIVE AGREEMENT	182
APPENDIX VIII - RE: AMENDMENT TO THE VOLUNTARY RECOGNITION AGREEMENT (VRA).....	183
APPENDIX IX - RE: ARTICLE 2 - RECOGNITION CLAUSE	184
APPENDIX X - RE: CONFLICT OF INTEREST - SECURITY STAFF	195

APPENDIX XI - RE: PEAK DEMAND HOUR ARRANGEMENTS	196
APPENDIX XIII - CLARIFICATION NOTES FOR ARTICLE 74.....	199
PART XVI - LETTERS OF UNDERSTANDING.....	204
#1 COMPENSATION AND WORKING CONDITIONS - ESSENTIAL DUTY ASSIGNMENTS	204
#2 RE: PEAK WORK HOURS ARRANGEMENTS	208
#3 RE: EXPEDITED JOB REVIEW PROCESS	209
#4 RE: PRE-MIX AND MATCH SURPLUS DECLARATIONS.....	211
#5 RE: SOCIETY-MANAGEMENT FUNCTION/ESR BOUNDARY ISSUES	212
#6 RE: JOINT SELECTION REVIEW COMMITTEE	214
#9 RE: EXPEDITING REDEPLOYMENT GRIEVANCES AND ARBITRATIONS	215
#10 RE: EXTENDED HEALTH BENEFITS	217
#11 RE: EXPEDITED JOB CHALLENGE/REVIEW GRIEVANCE PROCESS.....	218
#12 RE: TERMS OF REFERENCE FOR JOB CHALLENGE GRIEVANCE FACT-FINDING TEAMS	219
#13 RE: SURPLUS STAFF ON ROTATIONS.....	220
#15 RE: PERFORMANCE PAY GRIEVANCE PROCESS	221
#22 RE: WORKPLACE HARASSMENT AND HUMAN RIGHTS COMPLAINT PROCESS.....	222
#30 RE: PROCESS FOR UPDATING THE DRUG FORMULARY TO DECEMBER 31, 2003.....	223
#2004-01 RE: HEALTH AND SAFETY	225
#2004-02 RE: CLOTHING ALLOWANCE	226
#2004-03 RE: TRAINING.....	227
#34 RE: IT ISSUS	228
#35 RE: JOINT EDUCATION INITIATIVE	229
#36 RE: CONTRACTING OUT IT SERVICES.....	230
#37 RE: METHODOLOGY FOR APPLYING BASE SALARY INCREASES TO ARTICLE 23 SALARY SCHEDULES	231
#38 RE: SALES COMPENSATION PILOT	232

PART I - PREAMBLE

1 SOCIETY AND CORPORATE INTERESTS

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

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

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

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

1.1 Principles

ESA and The Society agree to make their best efforts to adhere to the principle statements found in the Articles of the Collective Agreement in a balanced way, recognizing that some principles may compete with others. With the exception of the Principles of Agreement found in the Tripartite Agreement on Health and Safety Committees in Article 89, the parties agree that these principle statements are not subject to the grievance/arbitration procedure on their own standing.

1.2 The following principles were developed by the Joint Society Management Committee (JSMC) to guide its conduct in negotiations and in its ongoing relationship. ESA is encouraged to use these principles at the local level.

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

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

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

- 1.2.4 Common goals/needs will be identified, and both parties will work together to achieve them.
- 1.2.5 The primary focus of the parties will be the customer (Customer means ESA's customers, together with Society members. Customer focus also includes being sensitive to the environment - economic, political, environmental, and social).
- 1.2.6 Processes will be designed with the involvement of the people who have the knowledge of the problem or issue. The processes will encourage the resolution of the problem/issue at the level closest to the source.
- 1.2.7 An honest attempt will be made to resolve all problems/issues internally.
- 1.2.8 By virtue of adherence to the above principles, the JSMC will endeavour to act as an example to the whole organization to show how using those principles, can create a harmonious relationship, while at the same time making the customer the primary focus.

PART II - RECOGNITION

2 RECOGNITION CLAUSE

2.1 Provincial Jurisdiction

Electrical Safety Authority, Inc. (ESA) recognizes The Society as the exclusive bargaining agent for ***a bargaining unit comprised of:***

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

2.2 Federal Jurisdiction

The Society was certified in May 1995 under the Canada Labour Code for a bargaining unit comprised of the following:

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

* Ontario Hydro Nuclear (OHN) is a business unit employing all persons who are employed on or in connection with nuclear facilities that come under Section 18 of the Atomic Energy Control Act.

On April 1, 1998, jurisdiction for labour relations for the above-noted federal bargaining unit was delegated to the Province of Ontario.

2.3 Clarity Notes

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

Include:

- a) all regular, probationary, graduate students, reduced-hours and temporary employees whose functions are included in the classifications paid from Salary Schedules 01, 02, 03, 04, 05, 06, 07, 08, 09, 10, 13 and 18.
- b) employees in ESA-**Nuclear** whose full-time duties are security staff work and who are paid from Salary Schedule 05 (Security Staff).

Exclude:

- a) those persons who perform managerial functions as distinct from supervisory functions. An employee is performing managerial functions if:
 - i) he/she performs managerial functions such as hiring, promotion, performance increase, discharge, etc., over other employees in the bargaining unit; and

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

he/she supervises at least seven (7) employees (directly and indirectly) on a regular and continuous basis; or
 - ii) he/she supervises persons who are excluded from The Society's bargaining unit by reason of performing managerial functions or being employed in a confidential capacity with respect to labour relations.

2.3.2 Definitions

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

- b) “Professional engineer” means either: a) an employee who is a member of the engineering profession entitled to practice in Ontario and employed in a professional capacity; or b) an employee with equivalent credentials who is in a position that requires engineering expertise and specialized knowledge. This definition includes all employee categories included under the heading of “Professional Engineer” listed in Attachment A to Appendix I “Utilization and Advancement of Professional Engineers and Scientists” in this Agreement. “Professional engineers” includes employees who satisfy these criteria and who are required to perform supervisory functions.
- c) “Engineers-in-training” means an employee who has completed a course of specialized instruction in engineering sciences and graduated from a university or similar institution, who has not satisfied all the requirements for practicing as a professional engineer and who is on a structured training program to partially satisfy these requirements.
- d) “Scientists” means employees who are university graduates in the Natural Sciences, the Applied Sciences, Mathematics or Computer Sciences, who are not classified as professional engineers, and who are engaged in the application of this specialized knowledge in the course of their employment. This definition includes all incumbents in positions identified under the heading of “Scientists” listed in Attachment A to Appendix I entitled “Utilization and Advancement of Professional Engineers and Scientists” in this Agreement. “Scientists” includes employees who satisfy these criteria and who are required to perform supervisory functions.
- e) “Professional employee” means an employee who:
 - i) in the course of his/her employment is engaged in the application of specialized knowledge ordinarily acquired

by a course of instruction and study resulting in graduation from a university or similar institution; and
 - ii) is eligible to be a member of a professional organization that is authorized by statute to establish the qualifications for membership in the organization; or
 - iii) performs the functions, but lacks the qualifications of a professional employee.

“Professional employees” include employees who satisfy these criteria and who are required to perform supervisory functions.
- f) “Administrative employee” means an employee who normally supervises persons engaged in office administration, construction, security or maintenance work who are represented by another trade union. This definition includes employees who share a community of interest with “supervisors”.

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

2.4 Supervisory Employees - Code of Ethics

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

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

2.5 Conflict of Interest - Security Staff

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

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

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

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

The Society Board of Directors clearly recognizes the unique position of security staff regarding their relationship with other Society represented employees and will strive to ensure that any conflict of interest, which may arise is handled sensitively and expeditiously.

Scenario	New Jobs	Revised Jobs
A	Documents will be sent to The Society after finalization.	i) If job leaves Society jurisdiction, documents will be sent to The Society before finalization. ii) If Society jurisdiction does not change, documents will be sent to The Society after finalization.
B	Documents for new MF jobs will be sent to The Society before finalization.	If jurisdiction changes to Society bargaining unit, documents will be sent to The Society after finalization.
C	Documents for new first-level ESR jobs will be sent to The Society before finalization.	If jurisdiction changes to Society bargaining unit, documents will be sent to The Society after finalization.
D	Documents for the following new jobs not established as PWU jobs in the past will be sent to The Society before finalization: i) supervisory jobs, and ii) non-supervisory jobs, which report to a Society-represented position and are, paid at the final step rate at or above MP1 reference point.	If jurisdiction changes to Society bargaining unit, documents will be sent to The Society after finalization.

2. If there is disagreement concerning jurisdiction of a position, The Society will notify Labour Relations, ESA Human Resources within 10 working days of having received the document. The two parties will use the 10 working days to attempt to resolve the dispute.
3. If the two parties are not able to resolve the dispute, Management reserves the right to implement the position with the jurisdiction as proposed. At the same time, The Society has the right to file a grievance over the jurisdiction of the position.
4. Management will notify The Society office of any jurisdictional grievance filed by another trade union against a Society-represented position and will advise The Society of any change in status (e.g., referred to next step, resolved, withdrawn).
5. Attachment 1 is the exclusion form, which will be used in accordance with this process. The Society's agreement to exclude any position under this process is without prejudice to its position in any proceedings and will not limit The Society's right to challenge the exclusion at a later point in time.

ATTACHMENT 1 – Request for Society Exclusion

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

Date	job title	schedule/grade
business unit	Division	Department

This is a: ☐ new document
☐ revised and previously excluded document - existing occupation code:
☐ revised and previously included document - existing occupation code:

☐ Managerial Exclusion ☐ Confidential Exclusion ☐ Within Another Trade Union

SOCIETY LOCAL VICE PRESIDENT

☐ Agreed ☐ Disagreed

Society Local Vice President (signature)

Date: _____

SOCIETY STAFF OFFICER

☐ Agreed ☐ Disagreed

If disagreed, why?

Society Staff Officer (signature)

Date: _____

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

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

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

2.7 Successor Rights

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

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

3 EMPLOYEE CLASSIFICATIONS

3.1 Probationary Employees

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

3.2 Regular Employees

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

3.2.1 Reduced Hours of Work Regular Employees

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

3.3 Temporary Employees

3.3.1 A temporary employee is an employee who is hired for short-term work assignment, which is not ongoing (i.e. normally 12 months or less and not extending beyond 24 months). The employee's benefits and working conditions are as per Article 34 (Temporary Employees).

3.3.2 Reduced Hours of Work Temporary Employees

A reduced hours of work temporary employee is an employee who has temporary status but works less than the base hours for a full-time position. The employee's benefits and working conditions are pro-rated as per Article 34 (Temporary Employees).

3.3.3 Student Employees

A student employee is an employee who is hired for short-term work, which is not ongoing. He/she is normally in the process of completing his/her post-graduate studies and is expected to return to his/her studies after an agreed employment period. The employee's benefits and working conditions are as per Article 34 (Temporary Employees).

4 SERVICE CREDIT DEFINITIONS

Service credits shall be based on all previous full-time (regular, temporary and casual) service and part-time/reduced hours (regular and temporary) unless otherwise specified. **(See Article 9.4 Transition Provisions)**

4.1 Established Commencement Date (ECD)

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

a) Regular

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

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

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

b) Temporary

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

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

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

4.2 Vacation Credit Date (VCD)

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

(VCD is used to determine vacation bonus.)

4.3 External Experience Value (EEV)

The EEV represents a vacation credit quantity expressed in number of years, months and days for external work experience granted to qualifying regular employees (Section 38.7). The EEV and VCD determine total years credit for vacation entitlement (days) and the length of service based search notice period (Section 64.7.1 - Search Notice Period).

4.4 Service Recognition Date (SRD)

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

Authorized Adjustments:

a) Personal Leaves of Absence

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

- personal leave of absence with pay; or
- personal leave of absence without pay which is less than 15 working days; or
- **personal leave of absence without pay to deal with a critical illness of an immediate family member; or**

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

b) Pregnancy/Parental Leaves

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

c) Job Sharing

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

d) Work Sharing

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

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

4.5 “Eligibility Service” or “Continuous Employment” for Pension Purposes

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

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

5 TEMPORARY ASSIGNMENTS

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

In such instances, the parties agree that:

5.1 Employees Temporarily Excluded from Society Jurisdiction

- 5.1.1** The Society shall be given prior notice of any temporary assignment exceeding three months' duration that ESA considers outside the bargaining unit, along with a rationale for the proposed exclusion.
- 5.1.2** The Society shall continue to represent employees who have been temporarily removed from their regular positions to perform work outside the bargaining unit for the first three months of the temporary assignment. Dues shall be deducted and remitted to The Society for the three-month period.
- 5.1.3** Except where otherwise specified in this Agreement, Society-represented employees who are temporarily assigned to positions outside the bargaining unit shall have access to all benefits, plans or entitlements under Part IX (Health Benefits), Part X (Pension and Insurance), Part XI (Relocation Assistance), and Articles 64 (Employment Continuity) and 65 (Vacancies) of the Collective Agreement for the full duration of the assignment.

5.2 Employees Temporarily Included in Society Jurisdiction

- 5.2.1** ESA personnel from outside The Society's bargaining unit who are temporarily assigned work within Society jurisdiction shall be represented by The Society for that portion of the assignment extending beyond three months, and dues shall be deducted for the period beyond three months.
- 5.2.2** During the period of Society representation, temporarily included employees shall be subject to the provisions of the Collective Agreement, but the following shall not apply:
- Article 20, 21, (excluding 31.4), 32 (Performance Pay Plan), 33
 - Part VIII (Absence from Work)
 - Part IX (Health Benefits)
 - Part X (Pension and Insurance)
 - Part XI (Relocation Assistance), except for Article 55 (Compensation when Assigned to Temporary Work Headquarters)
 - Article 63
 - Part XIII (Working Conditions)
 - Other provisions or Agreements to the extent they concern the above

5.3 Grievance

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

6 EMPLOYEES ON TEMPORARY OUT-OF-PROVINCE ASSIGNMENT

6.1 Terms and Conditions of Employment During Assignment

- 6.1.1** When a Society-represented employee accepts a temporary assignment outside Ontario, the employee:
- a) retains his/her status as an employee of ESA;
 - b) continues to accrue service credit for all purposes under Article 4 of the Collective Agreement;
 - c) is required to pay Society dues during the term of any assignment beginning on or after January 1, 1995.
- 6.1.2** The employee remains represented by The Society until he/she begins this assignment. When an employee accepts a personal services contract, that contract together with this Article shall constitute the employee's complete terms and conditions of employment for the full term of the assignment. ESA will advise The Society after a personal services contract with a Society-represented employee is signed.
- 6.1.3** ESA will indemnify, or cause to be indemnified, each employee who, in the course of work on temporary out-of-province assignment, becomes subject to a claim made against him/her or to a threat of discipline from an association with statutory power to apply professional standards. ESA's "Employee Indemnification Policy" (08-03-01) will apply unless indemnification provisions specific to a given contract or project are identified in the personal services contract.

6.2 Filling the Pre-Assignment Position

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

6.3 Redeployment Upon Completion of Assignment

- 6.3.1** The line manager in the employee's pre-assignment Business Unit shall provide or shall identify appropriate personnel to provide the returning employee with employment-related information and assistance and to carry out the provisions of this Subsection upon completion of the assignment and return to Ontario.
- 6.3.2** When the employee's pre-assignment position with ESA continues to exist and has not been filled or has been filled temporarily, the employee shall return to that position.
- 6.3.3** When the employee's pre-assignment position with ESA no longer exists or has been filled regularly, and the employee is not surplus by operation of Article 64,

the employee shall be placed in an ESA vacancy for which he/she is qualified, in the following order:

- a) a lateral vacancy within the employee's pre-assignment Business Unit at the pre-assignment location;
- b) within the pre-assignment Business Unit, a choice of a lateral vacancy at a new location, or a vacancy within two salary grades lower at the pre-assignment location;
- c) within the pre-assignment Business Unit, a vacancy within two salary grades lower, in a new location;
- d) redeployment in accordance with Article 64.

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

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

6.4 Employment Continuity During Temporary Out-of-Province Assignment

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

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

- the number of employees within the unit of application who are on temporary out-of-province assignments;
- the duration of the assignments;
- the seniority of the affected employees;
- the qualifications of the affected employees;
- the ability to factor the employee into the ongoing joint planning efforts (i.e., will the employee be returning during or shortly after the joint planning process);
- the ability to fill positions in the new organization on a temporary assignment basis in order to accommodate a returning employee;

- the need to fill positions in the new organization on a continuing basis;
- the need to keep employees apprised of developments within their unit of application that may impact on their job status during the assignment.

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

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

- a) the employee would have been matched to a position by virtue of seniority and qualifications and is, therefore, deemed not surplus; and
- b) the employee will not be matched in the redeployment; then the employee will be entitled to treatment under Section 6.3 above.

7 MID-TERM AGREEMENTS - BUSINESS UNITS

The following principles were developed by the JSMC to govern negotiations of Mid-Term Agreements at the Business Unit level that may alter by joint agreement an item or a range of items found in Attachment A.

7.1 Principles

- a) There is a need for a negotiating forum that is capable of responding quickly to unique local conditions and circumstances within the Business Unit, including specific legal requirements that may be applicable to a Business Unit, consistent with the principles in Article 1.
- b) Joint negotiations on items and issues specific to the employees within one Business Unit may occur at that level rather than the JSMC/ ESA level to the extent that such issues can be resolved there.
- c) It is the intent that Business Unit negotiations provide for increased efficiency and effectiveness in the bargaining interface with Society overall.
- d) It is the intent that Mid-Term Agreements entered into by one Business Unit will not prejudice other Business Units.
- e) It is the intent that Mid-Term Agreements signed by individual Business Units will not impede the mobility of employees outside of, or within, the Business Unit in pursuing their career objectives, or form barriers for employees transferring between Business Units.

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

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

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

7.3 Approvals

Mid-Term Agreements on items listed in Attachment A will be signed by the Business Unit leader (or equivalent) and the Unit Director(s) whose unit encompasses The Society members in the Business Unit or a Principal Officer from within the Business Unit, subject to the normal internal review and ratification process. Other items developed at the Business Unit level are subject to JSMC approvals as set out in Section 99.2.

7.4 Scope

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

7.5 Duration

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

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

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

7.6 Responsibilities

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

Attachment A

Item	Collective Agreement Reference
Performance Pay Complaints (administration only)	Section 21.3
Holiday Shutdown	Section 39.1.4
Minimum Moving Distance (eligibility only)	Section 52.2
Extension of 12 Week Decision Period (Relocation)	Subsection 52.3.3
Lump Sum Payments in Lieu of Expenses	Subsection 52.3.3
Compensation When Assigned to Temporary Work Headquarters	Article 55
On-Call Service	Article 56
Travel Time	Article 58
Shift Work (M&P, TMS/TS, OSS)	Article 59 (except 59.3)
Shift Work (FM&P)	Article 60
Compensation and Working Conditions - 12 Hour Shift Schedule	Article 61 (except 61.2 and 61.3)
Shift Turnover	Article 62
Compensation for Authorization as a Nuclear Shift Supervisor	Article 63
Alternate Hours of Work Arrangements	Article 70
Reduced Hours of Work (RHOW) Arrangements	Article 71
Work Sharing	Article 73
Assignment of Non-Bargaining Unit Work During a Strike/Lockout	Section 74.2
Teleworking	Article 75
Special Clothing	Article 80
Personal Time Off	02-03-04 June 1989 HRPP
Bush Fire/Volunteer Fire Fighting	Article 82
Deferment/Interruption of Vacation	Article 38-15
Extreme Winter Weather Conditions	Article 84
Commuting Allowance	04-02-06 January 1992 HRPP p.4 & p.21
Business Unit Mid-Term Agreement Nuclear Unit of Application Future Downsizing (November 17, 1993)	MT2

PART III - VOLUNTARY RECOGNITION AGREEMENT

8 VRA AMENDMENTS

A Voluntary Recognition Agreement (VRA) between **Ontario Hydro** and The Society came into effect on January 14, 1992. ***A complete text of the VRA between Ontario Hydro and The Society is found in Appendix IX. The VRA, as amended in this Article, is applicable to ESA. The VRA*** shall remain in effect thereafter except for Sections 4.0 and 5.0 of the VRA (outlined in Articles 14 and 15 of this Agreement) which may be terminated by written notice by either party not less than six months prior to the expiry of the Collective Agreement in operation on January 1, **2008** or any subsequent Collective Agreement. **On May 1, 2007, Electrical Safety Authority provided the Society with written notice of termination of paragraphs 4.0 and 5.0 of the VRA.**

In the event that The Society provides notice of termination of Sections 4.0 and 5.0 of the VRA, ESA may require that the supervisors defined in Section 8.1 form a separate bargaining unit for which The Society shall be recognized as the bargaining agent and for which there shall be a separate Collective Agreement. In addition, The Society shall continue to be recognized as the bargaining agent for non-supervisory staff defined in the VRA. Disputes on the identification of supervisors shall be submitted to a mutually acceptable arbitrator for settlement. If the parties fail to agree to appoint an arbitrator, either party may refer the matter to the Minister of Labour (provincial or federal) or the Chief Justice of the Ontario Court of Justice who shall appoint a single arbitrator. The arbitrator will have the power accorded arbitrators under the Ontario Labour Relations Act and the Canada Labour Code. If ESA provides notice of termination of Sections 4.0 and 5.0 of the VRA, it shall continue to recognize The Society as representing all employees in one bargaining unit as per the VRA and ensuing Collective Agreements.

In the event that either party desires to amend the VRA on or after January 1, **2008**, it must notify the other party in writing not less than six months prior to the expiry of the Collective Agreement in effect on January 1, **2008** or thereafter six months prior to the expiration of any subsequent Collective Agreement. In such circumstances the parties will have the right, if either party so chooses, to appoint a mutually agreeable mediator for the purpose of reaching a settlement of the issues and where there is mutual agreement the mediator shall arbitrate outstanding matters in dispute.

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

8.1 Supervisory Employees

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

- a) Employees on Salary Schedule 01 who under Plan A "Nature of Supervision" have either Degree 3 (or higher) or its equivalent;
- b) Employees on Schedules 02, 05, 06, 07, 08, 10, 13 on condition they normally supervise other employees.

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

9 COLLECTIVE AGREEMENT TERM - NO STRIKE/NO LOCKOUT

9.1 This Collective Agreement shall remain in effect from **July 1, 2012 to June 30, 2015** inclusive and, thereafter, shall be renewed automatically from year to year, subject to Section 4.0 of the Voluntary Recognition Agreement (VRA) as amended in the Collective Agreement, unless either Party notifies the other in writing not less than 90 days prior to the expiration of the Collective Agreement that it desires to amend the Collective Agreement. As long as Sections 4.0 as amended and 5.0 of the VRA remain in effect, where notice to amend the Collective Agreement is given, the provisions of this Collective Agreement shall continue in force until a new Collective Agreement is signed.

9.2 No Strike/No Lockout

9.2.1 The Employer agrees that it shall not cause or direct any lockouts of its Employees for the duration of this agreement, and the Union agrees that there will be no strikes for the duration of the Agreement.

9.2.2 The definition of the terms “strike” and “lockout” in Article 9.2.1 shall be in accordance with the Ontario Labour Relations Act.

9.3 Operation of the Collective Agreements

9.3.1 Notwithstanding Section 9.1 above, the operation of this Collective Agreement shall consist of two phases as follows:

From January 1, 1999 to March 31, 1999, the Collective Agreements between Ontario Power Generation Inc. (Nuclear), Ontario Power Generation Inc. (Non-Nuclear), Ontario Hydro Services Company Inc., Independent Market Operator and Electrical Safety Authority shall operate as one. The Collective Agreement for this period shall consist of the 1997-1998 **Ontario Hydro/Society** Collective Agreement in conjunction with and subject to the Memorandum of Settlement dated December 4, 1998 and any new, renewed or amended Letters of Understanding or Business Unit Mid-Term Agreements as provided for under the Memorandum of Settlement.

From April 1, 1999 to December 31, 2000, the ESA (Nuclear) and the ESA (Non-Nuclear) Collective Agreements are separate Collective Agreements.

9.3.2 The Parties have agreed that The Society will not challenge the above separate successor companies to **Ontario Hydro** under the successor rights or common employer provisions of the Ontario Labour Relations Act.

9.4 Transition Provisions

9.4.1 The following transitional provisions have no application to any person who was not an employee on January 1, 1999.

- 9.4.2 The term “bargaining unit” for the purposes of Section 9.4 herein (“this Section”) will mean The Society bargaining unit with one of Ontario Power Generation Inc. (Nuclear), Ontario Power Generation Inc. (Non-Nuclear), Ontario Hydro Services Company Inc., Independent Market Operator, Electrical Safety Authority (“first generation successor employers”) or the Society represented bargaining unit at any successor employer, within the meaning of the applicable labour legislation, to one of the first generation successor employers (“second generation successor employers”). Article 9.4.4 has no application to the second-generation successor employers.
- 9.4.4 After December 31, 2002, an employee in a bargaining unit who is declared surplus, who is eligible to exercise rights under LOU #4 (“Pre-Mix and Match Surplus Declarations”) or who has recall rights is eligible to apply to posted vacancies in another bargaining unit. Such applicant will be given fair and objective consideration for employment before new hires. A successful applicant will transfer his/her service to the new Employer in accordance with paragraph 9.4.6, below. No employee hired under this provision will be entitled to any relocation or moving expense under the provisions of any Collective Agreement.
- 9.4.5 An employee in a bargaining unit, to the extent he/she is not subject to other selection – provisions in this Section, may apply for posted vacancies and placement in another bargaining unit as an external applicant on the basis of Article 65.6.3(h).
- 9.4.6 Any successful applicant to a position in another bargaining unit shall transfer all accumulated service, vacation, seniority, pension, and sick leave credits as set out in Articles 4 (“Service Credits”), 42 (“Sick Leave Plan”) and 64 (“Employment Continuity”) to the new employer. The employee shall be reimbursed by the former employer for all his/her outstanding accumulated vacation, including current year, bonus, banked and deferred vacation, as applicable under Article 38 (“Vacations”) according to the Collective Agreement with the former employer. The provisions of this paragraph apply to employees changing bargaining units as a result of paragraph 2.2 of the LOU #26 “re: Allocation of Society Staff to Successor Companies” (December 4, 1998).
- 9.4.7 Any dispute arising in respect of paragraph 9.4.4 of this Section shall be dealt with under the timelines in the procedure in LOU #9, “re: Expediting Redeployment Grievances and Arbitrations”.
- 9.4.8 Transitional relativity in substance and term will be maintained with the PWU Collective Agreement with regard to this Section for the duration of this Agreement. If and when PWU changes are agreed to, ESA and The Society will attempt to agree on equivalent provisions for Society-represented employees. In the event of a dispute, George Adams will remain seized to determine a final and binding solution.
- 9.4.9 Notwithstanding provisions regarding the duration of items in section 9.4.3, this Section shall remain in full force and effect as between Ontario Electricity Generation Corporation-Non-Nuclear and Ontario Electricity Generation Corporation-Nuclear until the bargaining units are merged under a single Collective Agreement or it is finally determined that the bargaining units shall not be merged.

PART V - UNION SECURITY

10 SOCIETY MEMBERSHIP AND DUES DEDUCTION

10.1 Membership in The Society

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

10.2 Dues Deduction (Rand Formula)

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

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

10.3 Dues Deduction for Pensioners

If requested to do so in writing by the Society and upon 30 days advance notice in writing to the ESA, the ESA shall deduct Society dues from pension payments made to former ESA employees who retired and/or terminated as Society represented employees.

10.4 Membership Information

ESA agrees to provide the Society with the following information:

- (a) A list of Society represented employees will be provided with dues payment;
- (b) E-mail notification of any employees hired into Society represented positions including the employee's name, position, work location, phone number and business address; and
- (c) E-mail notification when any employee leaves the Society's jurisdiction

11 PRINCIPLES REGARDING INVOLVEMENT WITH RESPECT TO SUCCESSOR RIGHTS

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

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

- b) The parties agree to attempt to minimize the negative impacts on ESA employees in these circumstances.
- c) ESA agrees to apprise any external third party involved in negotiations that ESA has employees represented by The Society and ESA will undertake to provide The Society with an opportunity to present its interests to the third party.

PART VI - DISPUTE RESOLUTION PROCESSES

12 NO DISCRIMINATION

12.1 Human Rights

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

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

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

12.2 Union Activity

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

13 EMPLOYEE INDEMNIFICATION

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

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

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

14 VOLUNTARY RECOGNITION AGREEMENT DISPUTES

14.1 Enforcement

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

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

14.2 Selection of Mediators and Arbitrators

Mediators and arbitrators shall be selected from the list of mutually acceptable persons, which include those set out in Appendix V of the Collective Agreement and the costs of using them, will be shared equally by ESA and The Society.

15 COLLECTIVE AGREEMENT NEGOTIATION DISPUTES

Future contract negotiations disputes shall be resolved by binding arbitration.

The dispute resolution process shall be mediation-arbitration using the same individual as both the mediator and arbitrator. The negotiating process is set out in full in Appendix VII.

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

- a) a balanced assessment of internal relativities, general economic conditions, external relativities;
- b) ESA need to retain, motivate and recruit qualified staff;
- c) the cost of changes and their impact on total compensation;

- d) the financial soundness of ESA and its ability to pay.

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

The utilization of mediation/arbitration (as set out in this Article and Appendix VII) as the collective agreement negotiation dispute resolution process shall be extended to January 1, 2008. At the arbitration phase, if mutually agreed upon, the parties may utilize Final Offer Selection.

16 COMPLAINT AND GRIEVANCE/ARBITRATION PROCEDURE

16.1 Preamble and Principles of Operation

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

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

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

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

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

16.2 Definitions

a) Employee Complaint

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

b) Employee Grievance

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

c) Group Grievance

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

d) Policy Grievance

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

e) Management Grievance

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

16.3 Scope Notes

Grievances concerning the Performance Pay Plan will be processed in accordance with Article 20.

Job evaluation complaints shall be processed in accordance with this Article up to and including Step 2. If a complaint has not been resolved at Step 2, then the complaint may be referred to a Joint Job Challenge Resolution Committee (Article 19).

Disputes concerning Article 90 relating to the Occupational Health and Safety Act or Part II of the Canada Labour Code will normally be referred to the Ministry of Labour consistent with Article 91.

The scope of the Complaint and Grievance/Arbitration process includes policies listed in Article 97.

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

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

16.4 Timeliness

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

16.5 Step 1: Employee Complaint

- a) The Society's Vice-President, or designate, must file an employee's complaint with the local line manager within 30 working days of the date the employee should reasonably have been aware of the action or decision giving rise to the complaint. The Society will provide a written statement of the grievor's complaint and will identify the employee's Society representative. Management's representative will be identified by the local Human Resources office.
- b) An employee's complaint must normally be raised with the employee's supervisor and/or Society delegate and every effort should be made to resolve it informally. ESA will provide independent facilitation where the Parties agree that this is a reasonable approach to resolving the complaint.
- c) Where mutually agreeable, The Society may initiate an employee grievance arising from disciplinary suspension or discharge directly at Step 2.
- d) Local management and The Society representative will meet to attempt resolution within ten (10) working days of the date that the complaint is filed. Where mutually agreeable, the employee may attend the Step 1 meeting. Any resolution at Step 1 will be without prejudice and will not constitute a precedent in any other matter between the Parties except by written agreement.

16.6 Step 2: Grievance Meeting

- a) The Society may file an employee grievance, at Step 2, within ten (10) working days of the Step 1 meeting. A Policy grievance shall be initiated at Step 2. A grievance must be filed by letter from a Vice-President of The Society, or designate, to the Business Unit Leader of the appropriate Business Unit, or a single designate, and will specify the grievance.
- b) Prior to a 2nd Step grievance meeting, the Parties will use their best efforts to identify the issue(s), the basis of the grievance and areas of agreement and disagreement.
- c) Each party will appoint two members to a Step 2 Joint Grievance Resolution Committee. ESA's members will be two Directors, or designates, normally including one from the employee's Business Unit. The Society members will be two Principal Officers or designated Unit Directors. The Joint Committee will meet to attempt resolution within ten (10) working days of the date that the Step 2 grievance is filed.

16.7 Settlement

A grievance submitted to Step 2 may be resolved by written agreement of ESA Management and The Society's Vice-President, or designate. Such resolution shall be final and binding on the Parties.

16.8 Employment File

- a) Upon the request of an employee, ESA will permit an employee to access their employment file. ESA will provide a copy of the file if it is requested by the employee.
- b) Documents communicating discipline and discharge will be maintained in the employee's official employment file (normally 901 file).
- c) Unless otherwise agreed to, after documents communicating discipline have been on an employee's file for a maximum of two years, and there have been no further disciplinary occurrences, then the documents communicating discipline will be removed.

16.9 Grievance Arbitration

- a) Either Party may refer an unresolved grievance to arbitration within 40 working days following the end of the Step 2 limitation period. Arbitration shall be a single arbitrator chosen by mutual agreement. The arbitrator shall be appointed within 20 working days following the date of referral to arbitration. The arbitrator's award shall be delivered within 60 working days following the completion of the hearing. Each Party shall assume its own costs of the arbitration proceedings and shall share equally the cost of the arbitrator.
- b) An arbitrator shall consider any difference, which arises between the parties relating to the interpretation, application or administration of this Agreement, including any question as to whether a matter is arbitrable, or where an allegation is made that this Agreement has been violated. An arbitrator shall also consider any matter of interpretation, application, and administration of policy and practice as may be referred to him/her by employee grievance. An arbitrator shall consider only such evidence as is presented to him/her by representatives of ESA or The Society.
- c) The arbitrator shall have the power to settle or decide such matters as are referred to him/her in a fair and equitable manner, and the arbitrator's decision shall be final and binding. An arbitrator shall not have the power to amend or terminate this Agreement, policies, or procedures save only any policies and procedures, which may conflict with the terms of this Agreement.

16.10 Society Representatives

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

17 DISCIPLINE AND DISCHARGE

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

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

- 17.2** An employee is entitled, prior to the imposition of discipline or discharge, to be notified at a meeting with Management of the reasons for considering such action, unless he/she is a danger to himself/herself or others. A Society representative may be present at such a meeting if the employee so desires. If the employee does wish representation, the Unit Director or The Society Office will be advised in advance by Management of the time and place of the meeting.
- 17.3** Where an employee is required to participate in an interview in circumstances where discipline is likely to follow for such employee, the employee shall be advised of his/her right to have a Society representative present, and to have such a representative present during the interview if he/she chooses.

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

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

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

- 18.2** Prior to making a final decision that could adversely impact The Society's jurisdiction, at the request of either party, ESA will establish a joint team with The Society, which will review relevant facts and issues. In the event that the jurisdiction of another union is affected by this decision, The Society and ESA will strive to include a representative of this union in the review team. The criteria considered by the joint or tripartite review team will include the following:
- representational rights
 - skill and training
 - safety
 - economy and efficiency
 - past practice
- 18.3** The parties agree to make their best efforts to reach consensus on issues affecting The Society's jurisdiction, which will form the basis of recommendations to Senior Management.

- 18.4** In the event that consensus is not reached on issues affecting The Society's jurisdiction or Senior Management rejects the joint/tripartite team's recommendation(s), ESA will make the final decision and will provide written rationale for the decision to The Society.
- 18.5** The principle and process set out in 18.1 to 18.4 are not grievable with the exception of ESA final decision. The recommendations of joint tripartite teams are without prejudice and cannot be relied upon at grievance/arbitration or before any labour relations board.

19 JOINT JOB CHALLENGE RESOLUTION COMMITTEE

- 19.1** The Joint Job Challenge Resolution Committee shall serve as the final body of appeal for all complaints arising from the interpretation or application of a job evaluation plan, including job documentation and job rating, following implementation by ESA.
- 19.2** The Committee shall consist of three members, one appointed by ESA, one appointed by The Society, and a third person jointly selected from a mutually agreed list. This list appears in Appendix VI of the Collective Agreement.
- 19.3** The third member of the Committee shall be either a current or former ESA employee. Appointees to this position should be knowledgeable of job evaluation plans and their application, should be at arm's length from the parties and the job evaluation process, and should be credible.
- 19.4** The Committee shall be assisted by two staff advisors, one appointed by ESA and one appointed by The Society. The advisors are responsible for preparing and presenting joint fact-finding reports on the substance of complaints heard by the Committee.
- 19.5** A majority decision of the Committee shall be final and binding.
- 19.6 Time Limits**
- When a complaint is referred to the Joint Job Challenge Committee, the time limits shall be as specified in Article 16.
- 19.7** The Joint Job Challenge Resolution Committee will use the rules of application and any guidelines for the job evaluation plan used to evaluate the disputed job.

20 PERFORMANCE PAY COMPLAINTS

- 20.1** The following complaints may be processed through the grievance/arbitration procedure in accordance with Article 16. These are:
- a)** complaints concerning the interpretation or application of Article 21 ("Performance Appraisal Feedback and Advanced Warning of Reduced Performance Pay Standing");
 - b)** complaints from employees whose performance standing is below the reference point (100%) of the job and who have been held at the same level, in the same position, for two successive years;

- c) complaints from The Society on policy matters concerning the interpretation, application and administration of the Performance Pay Plan.

- 20.2** In the situation where an employee submits a grievance in accordance with Section 20.1(b) above which ends up going to arbitration, the powers of the arbitrator will be as follows:

An arbitrator appointed to hear a performance appraisal grievance shall have the remedial authority to either remit the matter back for reappraisal or make an award that conforms to the norms of the Performance Pay Plan as applied for the year in question.

- 20.3** All other complaints concerning an employee's performance appraisal will be heard through an internal resolution process. This process consists of the following three consecutive steps:

Step 1: After a 24 to 48 hour buffer period of receiving the assessment, an employee who disagrees with the assessment should meet with his/her supervisor to attempt to resolve the disagreement.

Step 2: Failing resolution at Step 1, the employee should meet with his/her supervisor, the second-level supervisor and the Human Resources Officer. The Society Delegate (or his/her alternate) may attend this meeting if the employee wishes.

Step 3: Failing resolution at Step 2, if the employee wishes to continue the process, he/she and his/her direct supervisor will make a presentation to the Line Director and The Society Local Vice President (or his/her alternate). The Line Director and The Society Local Vice President will make every effort to resolve the problem within five (5) working days of the presentation. If a joint resolution cannot be reached, the performance assessment, which includes the employee's comments, will stand as a record of that year's appraisal.

The parties shall endeavour to resolve issues at the lowest possible level.

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

21.1 Principles

- 21.1.1** Supervisors are expected to ensure all employees understand what is expected of them, encourage ambitious goal setting, stress accountability for results, and tolerate honest mistakes but not poor performance.
- 21.1.2** The Performance Appraisal process will be conducted in an atmosphere of mutual respect and empathy to encourage a positive two-way communication session. The employee should be given adequate notice and time to prepare.
- 21.1.3** The supervisor will endeavour to provide recognition to employees commensurate with contribution and performance. Performance expectations should be guided by the job document, work program of the unit and the employee's length of service in the job.
- 21.1.4** The supervisor should communicate on an ongoing basis and counsel the employee toward improved performance. Also, opportunities for improvement, training, performance counseling, assistance and sufficient opportunity and time

to raise performance to the level required, should be part of the building blocks for the future.

- 21.1.5** The employee is responsible for recognizing that a problem exists and making a joint commitment to improve performance, or to jointly look at other alternatives, such as job skill match, etc.
- 21.2** Every employee has the right to an annual assessment with written feedback of his/her work over the preceding twelve (12) months.
- 21.3** Employee must be provided with a written record of the performance appraisal. Employees should receive written confirmation that the performance appraisal has taken place, and a statement of the employee's performance pay standing as of the next performance pay adjustment date.
- 21.4** If an employee's performance level may result in a reduction in performance pay standing, the employee will be given written notice at least six (6) months in advance of any contemplated action, setting out as precisely as possible:
 - a) the unsatisfactory performance;
 - b) what is required to rectify the unsatisfactory performance;
 - c) the actions that may be taken if improvement does not occur.

22 ROLE OF SUPERVISORS

- 22.1** As members of ESA's managerial staff, supervisory employees have a role to play in the resolution of disputes in their work units before they reach the grievance/arbitration procedure. In the event that a dispute reaches the grievance/arbitration procedure, The Society agrees not to discriminate against supervisors who represent Management in Society grievances.
- 22.2** The Society will exclude supervisors directly involved in a particular grievance from the decisions on the referral of the grievance through the grievance/arbitration procedure. Supervisors will not act on behalf of The Society in matters associated with a particular grievance where the grievance has been lodged by another member(s) who reports to the particular supervisor.

PART VII - SALARY

23 SALARY SCHEDULES

23.1(a) Salary rates shall be in accordance with Salary Schedules 01, 02, 03, 04, 05, 06, 07, 08, 09, 10, 13, and 18. Note: Only Salary Schedules 01, TA40 and 04 are active within the current organization. The remaining salary schedules shall be retained by ESA Human Resources Department.

(N.B. Salary schedules included herein are taken from the Society collective agreement with OPG-Nuclear. All rates apply to this Collective Agreement.)

23.1(b) Effective January 1, 2001, the parties agree to create a new salary schedule called TA40 for employees currently classified as Technical Advisors and/or Research Engineers. The salary schedule shall have the following characteristics:

- i) The mid-point (100%) of the schedule shall be a weekly salary of \$1645. The lower end point (80%) shall be \$1316 and the upper end point shall be \$1892.
- ii) The base hours for the schedule shall be 40 hours per week.

23.1(c) All employees whose base position is either Technical Advisor or Research Engineer on January 1, 2001 shall be transferred to the new schedule effective January 1, 2001. Employees shall be placed in the same performance standing on the new schedule as their performance standing on January 1, 2001 under the old schedule.

The following terms apply to employees assigned to the TA40 schedule:

- i) Article 69 shall not apply
- ii) Employees assigned to the TA40 schedules shall be treated as MP4 rated employees for the purposes of determining whether a particular position constitutes a promotion, lateral or demotion under Articles 65 and 66.
- iii) The jobs on the TA40 schedule shall not be rated on any job evaluation plan (e.g. Plan A) in existence on the date of this Memorandum of Settlement.

23.1(d) The TA-Forty salary schedule shall be adjusted in the following manner:

Effective January 1, 2005 the salary schedule shall be adjusted by adding one additional hour of pay per week with no increase in actual hours of work.

Effective January 1, 2006 the salary shall be adjusted by adding one additional hour of pay per week with no increases in actual hours of work.

23.2 The salary schedules shall be increased as follows: effective **July 1, 2012 by 2.5%; and effective July 1, 2013 by 2.5% and effective July 1, 2014 by 2.75%.**

23.3 Adjustments to Salary Schedules 04, 06 and 18 will be made in accordance with the agreed formulae.

**ELECTRICAL SAFETY AUTHORITY
MANAGEMENT AND PROFESSIONAL
SALARY SCHEDULE 04
DEVELOPMENT SCHEDULE
DOLLARS PER WEEK**

**04
2012
Effective July 1, 2012**

Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
01	1,104	1,281	1,341	1,400	1,460	1,519

- Notes:
1. This schedule covers a 35-hour week
 2. For employees hired at Step-2 and above, Step-to Step progression is automatic on semi-annual basis unless withheld for performance reasons.
 3. For employees hired at Step-1 and above, Step-to Step progression is automatic at 21 week intervals unless withheld for performance reasons.

**ELECTRICAL SAFETY AUTHORITY
MANAGEMENT AND PROFESSIONAL
SALARY SCHEDULE 04
DEVELOPMENT SCHEDULE
DOLLARS PER WEEK**

**04
2013
Effective July 1, 2013**

Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
01	1,132	1,313	1,374	1,435	1,496	1,557

- Notes:
1. This schedule covers a 35-hour week
 2. For employees hired at Step-2 and above, Step-to Step progression is automatic on semi-annual basis unless withheld for performance reasons.
 3. For employees hired at Step-1 and above, Step-to Step progression is automatic at 21 week intervals unless withheld for performance reasons.

**ELECTRICAL SAFETY AUTHORITY
MANAGEMENT AND PROFESSIONAL
SALARY SCHEDULE 04
DEVELOPMENT SCHEDULE
DOLLARS PER WEEK**

**04
2014
Effective July 1, 2014**

Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
01	1,163	1,349	1,412	1,474	1,537	1,599

- Notes:
1. This schedule covers a 35-hour week
 2. For employees hired at Step-2 and above, Step-to Step progression is automatic on semi-annual basis unless withheld for performance reasons.
 3. For employees hired at Step-1 and above, Step-to Step progression is automatic at 21 week intervals unless withheld for performance reasons.

**ELECTRICAL SAFETY AUTHORITY
SALARY SCHEDULE 01
MANAGEMENT AND PROFESSIONAL STAFF
DOLLARS PER WEEK**

**01
2012
Effective July 1, 2012**

% of reference point		MP1	MP2	MP3	MP4	MP5	MP6
Max	115	2,047	2,183	2,327	2,481	2,648	2,821
	114	2,029	2,164	2,307	2,460	2,625	2,796
	113	2,011	2,145	2,286	2,438	2,602	2,772
	112	1,993	2,126	2,266	2,417	2,579	2,747
	111	1,976	2,107	2,246	2,395	2,556	2,723
	110	1,958	2,088	2,226	2,374	2,533	2,698
	109	1,940	2,069	2,206	2,352	2,510	2,674
	108	1,922	2,050	2,185	2,330	2,487	2,649
	107	1,904	2,031	2,165	2,309	2,464	2,625
	106	1,887	2,012	2,145	2,287	2,441	2,600
	105	1,869	1,993	2,125	2,266	2,418	2,576
	104	1,851	1,974	2,104	2,244	2,395	2,551
	103	1,833	1,955	2,084	2,223	2,372	2,526
	102	1,815	1,936	2,064	2,201	2,349	2,502
	101	1,798	1,917	2,044	2,179	2,326	2,477
Ref pt	100	1,780	1,898	2,023	2,158	2,303	2,453
	99	1,762	1,879	2,003	2,136	2,280	2,428
	98	1,744	1,860	1,983	2,115	2,257	2,404
	97	1,726	1,841	1,963	2,093	2,234	2,379
	96	1,709	1,822	1,943	2,072	2,211	2,355
	95	1,691	1,803	1,922	2,050	2,188	2,330
	94	1,673	1,784	1,902	2,028	2,165	2,306
	93	1,655	1,765	1,882	2,007	2,142	2,281
	92	1,637	1,746	1,862	1,985	2,119	2,257
	91	1,620	1,727	1,841	1,964	2,095	2,232
	90	1,602	1,708	1,821	1,942	2,072	2,208
	89	1,584	1,689	1,801	1,920	2,049	2,183
	88	1,566	1,671	1,781	1,899	2,026	2,159
	87	1,548	1,652	1,760	1,877	2,003	2,134
	86	1,531	1,633	1,740	1,856	1,980	2,109
	85	1,513	1,614	1,720	1,834	1,957	2,085
	84	1,495	1,595	1,700	1,813	1,934	2,060
	83	1,477	1,576	1,679	1,791	1,911	2,036
	82	1,459	1,557	1,659	1,769	1,888	2,011
	81	1,442	1,538	1,639	1,748	1,865	1,987
	80	1,424	1,519	1,619	1,726	1,842	1,962
Unrounded ref point		1,779.7409	1,898.3026	2,023.4432	2,157.8160	2,302.7258	2,452.8989

**ELECTRICAL SAFETY AUTHORITY
SALARY SCHEDULE 01
MANAGEMENT AND PROFESSIONAL STAFF
DOLLARS PER WEEK**

**01
2013
Effective July 1, 2013**

% of reference point		MP1	MP2	MP3	MP4	MP5	MP6
Max	115	2,098	2,238	2,385	2,544	2,714	2,891
	114	2,080	2,218	2,364	2,521	2,691	2,866
	113	2,061	2,199	2,344	2,499	2,667	2,841
	112	2,043	2,179	2,323	2,477	2,644	2,816
	111	2,025	2,160	2,302	2,455	2,620	2,791
	110	2,007	2,140	2,281	2,433	2,596	2,766
	109	1,988	2,121	2,261	2,411	2,573	2,741
	108	1,970	2,101	2,240	2,389	2,549	2,715
	107	1,952	2,082	2,219	2,367	2,526	2,690
	106	1,934	2,063	2,198	2,344	2,502	2,665
	105	1,915	2,043	2,178	2,322	2,478	2,640
	104	1,897	2,024	2,157	2,300	2,455	2,615
	103	1,879	2,004	2,136	2,278	2,431	2,590
	102	1,861	1,985	2,116	2,256	2,407	2,565
	101	1,842	1,965	2,095	2,234	2,384	2,539
Ref pt	100	1,824	1,946	2,074	2,212	2,360	2,514
	99	1,806	1,926	2,053	2,190	2,337	2,489
	98	1,788	1,907	2,033	2,168	2,313	2,464
	97	1,770	1,887	2,012	2,145	2,289	2,439
	96	1,751	1,868	1,991	2,123	2,266	2,414
	95	1,733	1,848	1,970	2,101	2,242	2,389
	94	1,715	1,829	1,950	2,079	2,219	2,363
	93	1,697	1,810	1,929	2,057	2,195	2,338
	92	1,678	1,790	1,908	2,035	2,171	2,313
	91	1,660	1,771	1,887	2,013	2,148	2,288
	90	1,642	1,751	1,867	1,991	2,124	2,263
	89	1,624	1,732	1,846	1,968	2,101	2,238
	88	1,605	1,712	1,825	1,946	2,077	2,213
	87	1,587	1,693	1,804	1,924	2,053	2,187
	86	1,569	1,673	1,784	1,902	2,030	2,162
	85	1,551	1,654	1,763	1,880	2,006	2,137
	84	1,532	1,634	1,742	1,858	1,983	2,112
	83	1,514	1,615	1,721	1,836	1,959	2,087
	82	1,496	1,596	1,701	1,814	1,935	2,062
	81	1,478	1,576	1,680	1,792	1,912	2,037
Min	80	1,459	1,557	1,659	1,769	1,888	2,011
Unrounded ref point		1,824.2344	1,945.7602	2,074.0293	2,211.7614	2,360.2939	2,514.2214

**ELECTRICAL SAFETY AUTHORITY
SALARY SCHEDULE 01
MANAGEMENT AND PROFESSIONAL STAFF
DOLLARS PER WEEK**

**01
2014
Effective July 1, 2014**

% of reference point		MP1	MP2	MP3	MP4	MP5	MP6
Max	115	2,156	2,299	2,451	2,613	2,789	2,971
	114	2,137	2,279	2,429	2,591	2,765	2,945
	113	2,118	2,259	2,408	2,568	2,740	2,919
	112	2,099	2,239	2,387	2,545	2,716	2,893
	111	2,081	2,219	2,365	2,523	2,692	2,868
	110	2,062	2,199	2,344	2,500	2,668	2,842
	109	2,043	2,179	2,323	2,477	2,643	2,816
	108	2,024	2,159	2,302	2,454	2,619	2,790
	107	2,006	2,139	2,280	2,432	2,595	2,764
	106	1,987	2,119	2,259	2,409	2,571	2,738
	105	1,968	2,099	2,238	2,386	2,546	2,713
	104	1,949	2,079	2,216	2,363	2,522	2,687
	103	1,931	2,059	2,195	2,341	2,498	2,661
	102	1,912	2,039	2,174	2,318	2,474	2,635
	101	1,893	2,019	2,152	2,295	2,449	2,609
Ref pt	100	1,874	1,999	2,131	2,273	2,425	2,583
	99	1,856	1,979	2,110	2,250	2,401	2,558
	98	1,837	1,959	2,088	2,227	2,377	2,532
	97	1,818	1,939	2,067	2,204	2,352	2,506
	96	1,799	1,919	2,046	2,182	2,328	2,480
	95	1,781	1,899	2,025	2,159	2,304	2,454
	94	1,762	1,879	2,003	2,136	2,280	2,428
	93	1,743	1,859	1,982	2,114	2,255	2,403
	92	1,724	1,839	1,961	2,091	2,231	2,377
	91	1,706	1,819	1,939	2,068	2,207	2,351
	90	1,687	1,799	1,918	2,045	2,183	2,325
	89	1,668	1,779	1,897	2,023	2,158	2,299
	88	1,649	1,759	1,875	2,000	2,134	2,273
	87	1,631	1,739	1,854	1,977	2,110	2,248
	86	1,612	1,719	1,833	1,954	2,086	2,222
	85	1,593	1,699	1,811	1,932	2,061	2,196
	84	1,574	1,679	1,790	1,909	2,037	2,170
	83	1,556	1,659	1,769	1,886	2,013	2,144
	82	1,537	1,639	1,747	1,864	1,989	2,118
	81	1,518	1,619	1,726	1,841	1,964	2,093
Min	80	1,500	1,599	1,705	1,818	1,940	2,067
Unrounded ref point		1,874.4008	1,999.2686	2,131.0651	2,272.5848	2,425.2020	2,583.3625

**ELECTRICAL SAFETY AUTHORITY
SALARY SCHEDULE 01
TECHNICAL ADVISORS
DOLLARS PER WEEK**

**01
2012
Effective July 1, 2012**

% of ref		2012
Max	115	2,831
	114	2,807
	113	2,782
	112	2,757
	111	2,733
	110	2,708
	109	2,683
	108	2,659
	107	2,634
	106	2,610
	105	2,585
	104	2,560
	103	2,536
	102	2,511
	101	2,487
Ref pt.	100	2,462
	99	2,437
	98	2,413
	97	2,388
	96	2,363
	95	2,339
	94	2,314
	93	2,290
	92	2,265
	91	2,240
	90	2,216
	89	2,191
	88	2,166
	87	2,142
	86	2,117
	85	2,093
	84	2,068
	83	2,043
	82	2,019
	81	1,994
Min	80	1,970
Unrounded ref point		2,461.9245

Note: This schedule covers a 40-hour work week

**ELECTRICAL SAFETY AUTHORITY
SALARY SCHEDULE 01
TECHNICAL ADVISORS
DOLLARS PER WEEK**

**01
2013
Effective July 1, 2013**

% of ref		2013
Max	115	2,902
	114	2,877
	113	2,852
	112	2,826
	111	2,801
	110	2,776
	109	2,751
	108	2,725
	107	2,700
	106	2,675
	105	2,650
	104	2,624
	103	2,599
	102	2,574
	101	2,549
Ref pt.	100	2,523
	99	2,498
	98	2,473
	97	2,448
	96	2,423
	95	2,397
	94	2,372
	93	2,347
	92	2,322
	91	2,296
	90	2,271
	89	2,246
	88	2,221
	87	2,195
	86	2,170
	85	2,145
	84	2,120
	83	2,094
	82	2,069
	81	2,044
Min	80	2,019

Unrounded ref point 2,523.4727

Note: This schedule covers a 40-hour work week

**ELECTRICAL SAFETY AUTHORITY
SALARY SCHEDULE 01
TECHNICAL ADVISORS
DOLLARS PER WEEK**

**01
2014
Effective July 1, 2014**

% of ref		2014
Max	115	2,982
	114	2,956
	113	2,930
	112	2,904
	111	2,878
	110	2,852
	109	2,826
	108	2,800
	107	2,774
	106	2,748
	105	2,723
	104	2,697
	103	2,671
	102	2,645
	101	2,619
Ref pt.	100	2,593
	99	2,567
	98	2,541
	97	2,515
	96	2,489
	95	2,463
	94	2,437
	93	2,411
	92	2,385
	91	2,360
	90	2,334
	89	2,308
	88	2,282
	87	2,256
	86	2,230
	85	2,204
	84	2,178
	83	2,152
	82	2,126
	81	2,100
Min	80	2,074

Unrounded ref point 2,592.8682

Note: This schedule covers a 40-hour work week

24 ESCALATOR CLAUSE

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

24.2 During the term of the Agreement, namely January 1, 1995 to December 31, 1996, apply the following formula:

- a) A 3.0% increase in the CPI for Ontario (All Items - 1986 = 100) over that published in December 1994 (i.e., the index for November, 1994) will activate the Escalator Clause.
- b) The provisions of the Escalator Clause will terminate as of December 31, 1996. Payment will be based on the CPI figure published in December 1996 (i.e., the index for November 1996).

This payment will reflect the total upward movement in the CPI (rounded to the nearest 0.1%) from the activation point (i.e., 3%). This payment will be retroactive to the first payroll period of the fiscal month following the publication of the CPI, which activated the payment.

The payment will be made in the form of a lump sum on the first payroll period following January 1, 1997.

- c) Salary Schedules 01, 02, 03, 05, 07, 08, 09, 10, and 13 will be adjusted January 1, 1997 by the total upward movement of the CPI over the activation point.

24.3 It is agreed that the provisions of this Article are suspended for the term of the Collective Agreement.

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

25.1 Pay Treatment

Salary Schedule 04 will be used for:

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

Job Level	Applicable Experience Requirements
MP1	1.5 years
MP2	2 years
MP3 and over	2.5 years

or;

- b) as a bridging salary schedule for employees who are appointed to entry M&P or FM&P positions from non-M&P/FM&P salary schedules where such employees are not fully qualified or do not meet the minimum experience requirements for the position.
- 25.2** Individuals with advanced degrees or some applicable experience may be given an appropriate time credit when they are placed on Salary Schedule 04.
- 25.3** Salary Schedule 04 will consist of six steps. Step 6 will be equivalent to 80% of MP2 Reference Point, and Step 2 will be established at the estimated average community-hiring rate for new engineering graduates. Intervening steps will be in equal dollar increments rounded to the nearest whole dollar. Step 1 will be used, where appropriate, as a hiring rate for non-engineering graduates.
- 25.4** Management will consult with The Society before determining the community-hiring rate and a joint data collecting process will be used for setting the average community rate.
- 25.5** Progression from step-to-step on Salary Schedule 04 will be dependent upon satisfactory performance.
- 25.6** Step-to-step progression will be at six-month intervals for graduates hired at Step 2 or above.
- 25.7** Step-to-step progression will be at four equal intervals of 21 weeks plus one further progression to Step 6 at the second anniversary date for graduates hired at Step 1. Progression to Step 6 will not take longer than 24 months for anyone on the 04 Schedule.
- 25.8** Regardless of the date of appointment to an M&P or FM&P job, individuals will remain on Salary Schedule 04 until they reach the following steps:

Job Level	Minimum Step on Salary Schedule 04
MP1/FMP11	Step 4
MP2/FMP12	Step 5
MP3/FMP13 or higher level	Step 6

On the next regular progression date appointees to an M&P/FM&P job will be transferred to Salary Schedule 01 or 02 and will be paid 80% of the salary grade for their job. Salary progression thereafter will be in accordance with the Performance Pay Plan.

- 25.9** Employees who have reached Step 6 and have not yet been appointed to an M&P or FM&P job will be treated as special cases to be dealt with on an individual basis by line management.
- 25.10** A progression step may be withheld due to unsatisfactory performance. In such cases the employee's performance will be reviewed at the next progression date and, if performance has been satisfactory, the employee will progress to the next step. If progression must be withheld due to unsatisfactory performance for two consecutive progression periods, there may be cause for termination. If the employee's performance is satisfactory for one year following the withholding of a progression step the employee will be awarded a two- step increase, thus restoring his/her original progression pattern.

- 25.11** An absence greater than one month due to illness, pregnancy, parental leave, etc., may result in an extension of a step in the progression process. The original progression dates may be reinstated if satisfactory progress can be shown to have been made during an extension period.
- 25.12** Vacation provisions that apply to M&P staff on Salary Schedule 01 will also apply to employees on Salary Schedule 04.
- 25.13** Articles contained in Part XI (Relocation Assistance) will apply to employees paid from Salary Schedule 04 when they are appointed to an M&P or FM&P job.
- 25.14** Eligibility for other benefits and allowances, which apply to regular staff will be granted to employees on Salary Schedule 04 when they are granted regular employee status.
- 25.15** Shift compensation reference point rate for employees on Salary Schedule 04 hired after January 1, 1993 will be 80 percent of MP2.
- 25.16 Students**

Student employees will be paid in accordance with Schedule 04.

29 SHORT-TERM ABSENCES

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

31 JOB EVALUATION PLANS

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

- Plan A (revised January, 1988), used to classify all M&P jobs;
- Plan A Job Evaluation Manual - delete the phrase "Once exclusion from CUPE Local 1000 has been confirmed" on page 3.
- Field Management and Professional Job Evaluation Plan (revised July, 1988), used to classify all FM&P jobs;
- Trades Management Supervisors Job Evaluation Manual (April, 1986), used to classify all TMS jobs;
- TMS Job Evaluation Manual - delete criteria "(a) qualify for exclusion from union jurisdiction" on page 2.
- Non-Union Clerical-Technical Job Evaluation Manual (reissued January, 1988), used to classify all OSS jobs;
- Hay Plan (July, 1990), used to classify all SEI and Nursing jobs.

32A PERFORMANCE PAY PLAN

32.1 During the term of this Collective Agreement (**July 1, 2012 to June 30, 2015**), ESA will not terminate or alter the terms of the Performance Pay Plan (1978, revised 1987) without the agreement of The Society. The current practice for administering the Plan will continue.

32.2 Employee performance will be evaluated based on ESA's fiscal year, which is the period April 1st to March 31st.

The Performance Pay pot for employees shall be established as:

- **For the period July 1, 2012 to June 30, 2013 shall be 1.75% implemented effective July 1, 2013**
- **For the period July 1, 2013 to June 30, 2014 shall be 1.75% implemented effective July 1, 2014**
- **For the period July 1, 2014 to June 30, 2015 shall be 1.75% implemented effective July 1, 2015**

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

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

- a) Salary information for Society-represented employees as of December 31 of the preceding year and January 1 of the current year with fields identifying employee number, salary schedule, salary grade, and performance standing for each date, Business Unit, Division, department, and location. If there are five or less employees in any organizational unit, their salary information will be included in the next larger organizational unit.
- b) Statistics regarding distribution of the year's performance pay adjustments, performance pay standings, and company ratios by salary grade and Business Unit for all performance paid staff. If there are five or less employees in any organizational unit, their salary information will be included in the next larger organizational unit.

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

32B INCENTIVE PAY

The parties agree to amend the collective agreement to permit, at the discretion of management, the payment of annual incentive bonuses to employees. The parties agree that these bonuses will be payable on the basis of objective criteria, targets and payout formulae developed jointly between the employee and his or her manager. The parties also agree that incentive bonuses may be paid in circumstances to award extraordinary performance even where that performance is not directly related to the identified performance criteria and targets. The incentive pay amount, (up to a maximum of the 5% of the employee's base salary) shall be included in base earnings for pension purposes.

33 PROMOTION-IN-PLACE PLANS

33.1 Definition

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

33.2 Principles

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

33.2.2 Either The Society or Management may initiate discussions on PIP proposals.

33.3 Conditions

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

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

33.3.3 Employment continuity treatment of employees with respect to PIPs will be in accordance with Clause 64.6.2.1.

33.3.4 Vacancies for PIP jobs will be advertised in accordance with Clause 65.6.1 (e).

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

33.4 Standard Features

All PIPs must have the following features:

- based on a developmental plan to an end position;
- based on the expectation that normally employees in PIP jobs will reach the end position;
- a sunset clause;
- joint Society-Management Agreement on promotion criteria consistent with the PIP;
- promotion within PIP based upon the employee meeting defined criteria (e.g., performance measures, experience, breadth of assignments). If an employee has met all of the criteria for a promotion, and the only item preventing the promotion is the individual’s performance standing, then the promotion should be implemented;
- targeted to have sufficient staff in the higher level positions for unit viability;

- specification of the normal expected time period an employee should take to progress through the various stages of the PIP;
- provision for employees to have a reasonable opportunity to fulfill requirements to qualify for progression within the normal expected time frame.

34 TEMPORARY EMPLOYEES

Intent: Temporary employees are employees hired for short-term work assignments which are not ongoing and/or where there are no available qualified regular employees to perform the work. Such work assignments are not expected to go beyond 12 months, but may be extended up to a maximum period of 24 months with The Society's Agreement. The impact on employment continuity should be an important consideration in the decision to hire temporary employees.

34.1 Society Notification

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

Assignment extension beyond 12 months requires the agreement of The Society. At 24 months, ESA will either terminate the employee, advertise the position if there is an ongoing staff requirement, or obtain the agreement of The Society for a further extension. If the position is advertised, and the temporary employee is not selected for the vacancy, the employee will be terminated.

Temporary employees will have their applications for vacancies considered in accordance with Article 65.6.3.

Notwithstanding the above, ESA may utilize a temporary employee for up to 36 months with the approval of the appropriate Society Local Vice President.

34.2 Temporary Employees with Less than 12 Months' Service

34.2.1 Compensation and Benefits Treatment

- i) Vacations: payment of the prorated amount of 15 days adjusted earnings or 4%, whichever is greater.
- ii) Statutory Holidays:
 - a) **Provincially regulated employees:** pay for statutory holidays provided the employee has more than three months' accumulated service.
 - b) **Federally regulated employees:** pay for statutory holidays provided the employee has more than 30 calendar days' service.

- iii) Floating Holidays: three floating holidays after 20 weeks' continuous service.
- iv) Sick Leave: credits for one-half day at 100% pay for each month of accumulated service.
- v) Semi-Private and EHB Plan: optional at employee's cost.
- vi) Remembrance Day; Personal Time Off; Parental Leave (excluding the SUB Plan); Jury Duty; Special Time Off at Christmas: same as regular employees.
- vii) Kilometre Rates: same as regular employees.
- viii) Personal Travel and Accident Benefits: same as regular employees.

34.2.2 Termination

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

34.3 Temporary Employees with More than 12 Months' Service

Temporary employees with more than 12 months' service are entitled to sick leave credits equal to eight days at 100% and 15 days at 75% per annum, performance appraisals and consideration for performance pay, and severance pay equal to two weeks' base salary per continuous year of service. All items in Section 34.2 above, except for 34.2.1 (iv), will also apply to these employees.

34.4 Temporary Employees Working Reduced Hours

Temporary employees who work reduced hours will have the items listed in Sections 34.2.1 and 34.2.2 pro-rated in accordance with the provisions outlined in Article 71 (Reduced Hours of Work).

PART VIII - ABSENCE FROM WORK

35 PAID/UNPAID TIME OFF

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

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

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

35.1 Jury Duty/Required Attendance at Court

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

35.2 Funeral Leave

In the event of the death of a family member, including parent, parent-in-law, stepparent, brother, brother-in-law, sister, sister-in-law, spouse, son, son-in-law, stepson, daughter, daughter-in-law, stepdaughter, grandparents, grandparents-in-law, and grandchildren, an employee may be granted leave of absence with pay. The supervisor will take into consideration the relationship of the deceased, the distance that the employee has to travel, and the need for the employee to attend to arrangements when deciding how much time is to be granted. Usually a period of up to five (5) days is an adequate amount of time. In the event of the death of a fellow employee, time off with pay may be granted to attend the funeral.

35.3 Medical and Dental Appointments

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

35.4 Family Care

An employee is entitled to take time off for family care. Normally, up to ten (10) days a year may be taken for this purpose. By mutual agreement with his/her supervisor, the employee may pay for this time by using his/her banked overtime, by working back the time over a reasonable period of time, or by taking the time off without pay. Such leave as set out herein inclusive of any emergency leave entitlements under the Employment Standards Act.

35.5 Compassionate Care Leave

Electrical Safety Authority shall establish a Supplementary Unemployment Benefit Plan in order to provide wage top-up for a maximum period of two weeks, to employees in receipt of employment insurance (EI) benefits for Family Medical Leave under the *Employment Standards Act*. The wage top-up shall be equivalent to the difference between the EI benefit and ninety-three percent (93%) of the employee's base pay.

The Employer will pay Compassionate Care Leave top-up provided:

- i. It is permissible to do so pursuant to the *Employment Insurance Act* and provided that all of the obligations and qualifying criteria set out at Section 49.1 of the *Employment Standards Act* or its Successors are fulfilled.
- ii. The employee provides ESA with proof that she/he is in receipt of unemployment insurance benefits pursuant to the *Employment Insurance Act* (EI); and

- iii. The employee is regular and employed by ESA for at least 13 weeks immediately preceding the start date of the leave.

[As a matter of clarification, this benefit is exclusive of family care leave under Article 35.4.]

36 EMPLOYEES HIRED AS SOCIETY STAFF

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

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

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

37 RELEASE OF SOCIETY REPRESENTATIVES

37.1 Intent

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

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

37.2 Specific Circumstances

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

- 37.2.2** In the expectation that the joint problem solving approach based on the JSMC principles outlined in Article 1.2 will be mutually beneficial to the relationship between ESA and The Society, Management agrees to continue its practice of maintaining base salaries for Society representatives involved in all joint processes up to but not including arbitration unless required by Management to attend.
- 37.2.3** Society Delegates and members of the Board of Directors will be permitted two (2) days per year at their normal base rates to attend Delegates' Council meetings. Members of the Board of Directors will be permitted up to 12 additional days per calendar year at their normal base rates, to attend Society Board meetings.
- 37.2.4** ESA will release elected Society representatives from their normal duties without pay for other Society business. The Society will give Management reasonable notice of such releases, and Management will normally release such representatives. From time-to-time there may be unexpected events that prevent such a release, but such situations will be the exception.

38 VACATIONS

38.1 Vacation Entitlement

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

38.2 Less Than One Year of Service by June 30

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

38.3 One to Seven Years of Service

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

38.4 From Eight to Fifteen Years of Service

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

38.5 For Sixteen to Twenty-Four Years of Service

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

38.6 For Twenty-Five or More Years of Service

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

38.7 External Experience Credit

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

38.7.1 Appointments to Positions Paid from Salary Schedules 01, 02, 03, 05, 06, 07, 08, 09, 10 and 13

Employees who were or are hired directly into, or within one year of their ECD were or are appointed to a Society-represented position and paid from Salary Schedules 01, 02, 03, 05, 06, 07, 08, 09, 10, 13, will receive the following vacation credits for external experience, applicable to four, five, and six weeks vacation entitlement. Credits are based upon the highest salary grade attained within one year of hiring and are translated into an External Experience Value (EEV).

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

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

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

38.7.2 Appointments to Positions Paid from Salary Schedules 04 and 18

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

¹ Relevant work experience of one year or more is required to receive this credit.

² Relevant work experience of two years or more is required to receive this credit.

¹ Relevant work experience of one year or more is required to receive this credit.

38.8 Vacation Credit for Prior Service

Employees will be entitled to vacation credits for all prior service, including casual employment, regardless of breaks in service. **(See Section 9.4 Transition Provisions).**

38.9 Vacation Without Pay

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

38.10 Use of Vacation Credits of Succeeding Year at Christmas

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

38.11 Banked Vacation

Employees may defer and accumulate any vacation entitlement beyond 15 days per year. A maximum of 30 weeks' vacation may be banked. Banked vacation may be taken at a later date, subject to the supervisor's approval, or may be taken as a cash payment upon retirement.

38.12 Vacation Bonus

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

38.13 Vacation Entitlement on Retirement/Termination

Retirement

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

38.14 Vacation Pay on Retirement/Termination is as follows:

- a) If an employee terminates between July 1, and December 31, he/she receives the following:
 - i) pay for any unused vacation days earned up to June 30, and not taken during the current calendar year; **plus**
 - ii) 4% of accumulated earnings from July 1, to the date of termination, **or** the appropriate percentage (determined by vacation entitlement) of base earnings from July 1, to the date of termination; whichever is greater.
- b) If an employee terminates between January 1, and June 30, he/she receives the following:
 - i) 4% accumulated earnings from July 1, to date of termination, **or** the appropriate percentage (determined by vacation entitlement) of base earnings from July 1, to the date of termination; whichever is greater; **minus**

- ii) vacation taken in the current calendar year.

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

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

The appropriate percentages determined by vacation entitlement are as follows:

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

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

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

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

38.15 Deferment or Interruption of Vacations

- 38.15.1** Reimbursement will be made for out-of-pocket expenses incurred by an employee who, at the request of ESA, either defers an approved vacation or returns before the vacation has expired.
- 38.15.2** When an employee is called back from vacation or when an employee's vacation is cancelled at the request of ESA, the employee shall receive premium rates of pay for all normal hours worked on cancelled vacation days for which seven calendar days' notice has not been given up to a maximum of seven calendar days.
- 38.15.3** Deferred or interrupted vacation days will be rescheduled at a later date.

39 STATUTORY HOLIDAYS AND FLOATING HOLIDAYS

39.1 The following days are recognized by ESA as statutory holidays:

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

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

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

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

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

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

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

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

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

39.1.4 Holiday Shutdown

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

39.1.5 Remembrance Day

Remembrance Day shall be recognized as a statutory holiday for all employees who served in the Canadian Armed Forces during armed conflict or on peacekeeping missions.

39.2 Floating Holidays

Employees who have completed 20 weeks of continuous service in any calendar year are entitled to three floating holidays. Such days will be taken on dates mutually agreeable to the employee and the supervisor **and may be taken in half (1/2) day increments**. Floating holidays must be taken in the year they are earned (i.e. there is no carryover for floating holidays).

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

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

- An employee not entitled to floating holidays in the previous calendar year is not entitled to floating holidays in the current calendar year. If an employee has been granted a floating holiday(s), ESA will recover one day's pay for each floating holiday taken.
- For an employee entitled to floating holidays in the previous calendar year, entitlement will be prorated based on the number of weeks of continuous service in the year of termination. ESA will either make a cash payment for any unused floating holiday credit or recover the value of any unearned portion taken.

40 UNEMPLOYMENT INSURANCE COMMISSION REBATE

The value of any Unemployment Insurance Commission (UIC) rebate shall accrue to ESA.

41 PREGNANCY/PARENTAL LEAVE

The entitlements in this article are generally described in the brochure "Pregnancy and Parental Leaves for Society Represented Staff", January 1, 2001 (to be drafted).

Definitions

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

Parental leave means a leave of absence for an employee who has been employed by ESA for at least 13 weeks and who is the parent of a child. This employee is entitled to a leave of absence following the birth of the child, or the coming of the child into the custody, care and control of the parent for the first time. Unless provided for in this Article, this leave is without pay. For an employee who takes pregnancy leave, the leave of absence is for a period of up to 35 weeks. For an employee who does not take pregnancy leave, the leave of absence is for a period of up to 37 weeks.

41.1 Pregnancy Leave

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

- b) End Date: Pregnancy leave normally ends 17 weeks after the pregnancy leave began.
- c) Notice: The employee must give ESA as much notice as possible and a certificate from a legally-qualified medical practitioner stating the expected birth date. Except in cases where an employee stops working because of complications caused by her pregnancy or because of a birth, still-birth or miscarriage that happens earlier than the expected birth date, the employee shall not provide less than two weeks' written notice of the day the leave is to begin.
- d) Reinstatement: At the end of pregnancy leave, the employee will be eligible to return to the position the employee had prior to the leave.
- e) Benefits: ESA will continue to pay ESA portion of the contributions for Group Dental, Extended Health Benefits, Pension Plan, Life Insurance, and any other type of benefit plan related to the employee's employment as prescribed by the *Employment Standards Act* for the duration of the pregnancy leave, unless the employee gives ESA written notice that the employee does not intend to pay the employee portion of the contributions, if any.
- f) Service Credits: Employees on pregnancy leave shall be entitled to normal accumulation of service credits for the duration of the pregnancy leave.
- g) A pregnant employee may continue to work during a normal pregnancy until such time as the duties of her position cannot be reasonably performed.
- h) An employee on pregnancy leave does not qualify for sick leave.

41.2 Parental Leave

- a) Start Date: The parental leave for an employee who does not take pregnancy leave must begin no later than 52 weeks after the day the child is born or comes into the custody, care and control of the parent for the first time.

The parental leave of an employee who takes a pregnancy leave must begin when the pregnancy leave ends unless the child has not yet come into the care and control of the parent for the first time.
- b) End Date: Parental leave normally ends 35 weeks after the parental leave began for an employee who also took pregnancy leave or 37 weeks after the parental leave began for an employee who did not take pregnancy leave.
- c) Notice: The employee must give ESA as much notice as possible but in no case will there be less than two weeks' written notice of the date the leave is to begin.
- d) Reinstatement: At the end of parental leave, the employee will be eligible to return to the position the employee had prior to the leave.
- e) Benefits: ESA will continue to pay the employer portion of the contributions for Group Dental, Extended Health Benefits, Pension Plan, Life Insurance, and any other type of benefit plan related to the employee's employment as prescribed by the *Employment Standards Act* for the duration of the parental leave, unless the employee gives ESA

written notice that the employee does not intend to pay the employee portion of the contributions, if any.

- f) Service Credits: Employees on parental leave shall be entitled to normal accumulation of service credits for the duration of the parental leave.
- g) An employee on parental leave does not qualify for sick leave.

41.3 Benefits Under the Supplementary Unemployment Benefit (SUB) Plan

- a) In order to be paid a leave benefit in accordance with the Supplementary Unemployment Benefit Plan, the employee:
 - i) must provide ESA with proof that she/he has applied for, and is eligible to receive unemployment insurance benefits pursuant to the *Employment Insurance Act* (EI); and,
 - ii) must be regular and employed by ESA for at least 13 weeks immediately preceding the date of delivery/adoption; and,
 - iii) must (a) be on pregnancy leave, or (b) be on parental leave.
- b) According to the Supplementary Unemployment Benefit Plan, payments for employees while they are on pregnancy leave will consist of the following:
 - i) for the first two (2) weeks, payments equivalent to ninety-three percent (93%) of the employee's base pay; and
 - ii) when receiving EI benefits, up to fifteen (15) additional weeks payments, equivalent to the difference between the EI benefits the employee is eligible to receive and ninety-three percent (93%) of the employee's base pay. Where the employee's base salary exceeds 1.5 times the Years Maximum Insurable Earnings, the employee will receive an additional \$300 as a lump sum as full compensation for any claw back that may be required by Revenue Canada or any other government agency.
 - iii) where an employee becomes eligible for an annual increment/salary schedule adjustment during the period of pregnancy leave, payments under 41.3(b)(i) and 41.3(b)(ii) shall be adjusted accordingly.
- c) According to the Supplementary Unemployment Benefit Plan, payments for employees while they are on parental leave will consist of the following:
 - i) if the employee is required, under EI rules, to forego benefits during the two week EI waiting period at the commencement of the parental leave:
 - 1. payments equivalent to ninety-three percent (93%) of the employee's base pay during the two week EI waiting period; and

2. when receiving EI benefits, up to six (6) additional weeks payments, equivalent to the difference between the EI benefits the employee is eligible to receive and ninety-three percent (93%) of the employee's base pay. Where the employee's base salary exceeds 1.5 times the Years Maximum Insurable Earnings, the employee will receive an additional \$300 as a lump sum as full compensation for any claw back that may be required by Revenue Canada or any other government agency.
- ii) if the employee is not required, under EI rules, to forego benefits during the two week EI waiting period at the commencement of the parental leave:
 1. when receiving EI benefits, up to eight (8) weeks payments, equivalent to the difference between the EI benefits the employee is eligible to receive and ninety-three percent (93%) of the employee's base pay. Where the employee's base salary exceeds 1.5 times the Years Maximum Insurable Earnings, the employee will receive an additional \$300 as a lump sum as full compensation for any claw back that may be required by Revenue Canada or any other government agency.
 - iii) where an employee becomes eligible for an annual increment/salary schedule adjustment during the period of parental leave, payments under 41.3(c)(i) and 41.3(c)(ii) shall be adjusted accordingly.
- d) **Parental Leave Extension**
- An employee who takes parental leave as per Section 41.2 may elect to have the parental leave extended without pay for up to an additional 8 weeks. Benefit coverage, Service Credit and Reinstatement shall be as per 41.2.
- e) An employee who qualifies under Section 41.3(a) shall sign an Agreement with ESA providing:
- i) that she/he will return to work and remain in ESA's employ for a period of six (6) months from the date of return to work;
 - ii) that she/he will return to work on the date of the expiry of pregnancy/parental leave, unless this date is modified with ESA's consent;
 - iii) that should the employee fail to return to work as per the provisions of Subsections 41.3(d)(i) and 41.3(d)(ii), the employee recognizes that she/he is indebted to ESA for the amount received under the SUB plan.

42 SICK LEAVE PLAN

- 42.1 The Sick Leave Plan provides for maintenance of an employee's income when he/she is absent from work due to illness or non-occupational injury.
- 42.2 **This section applies only to employees hired prior to July 1, 2012** – Employees are granted 23 days of sick leave per year – eight (8) days at full pay (100%) and 15 days at three-quarter pay (75%) – this is referred to as the Traditional Sick Leave Plan. These grants accumulate

continuously each year if not used, up to a maximum of 200 days at three-quarter pay and no limit to the number of days at full pay.

This section applies to the Traditional Sick Leave Plan only – In the year in which an employee completes six years of service, all sick leave used in the first year of service will be restored. In the 7th year of service, all sick leave used in the 2nd year of service will be restored. This will continue until the employee has completed 15 years of service. In the 16th year of service, all sick leave used in the 11th through to the 15th years of service will be restored. In every year after 16 years of service, sick leave credits will be restored at the end of the year following the year in which they were used. There will be no payout of unused sick leave credits when an employee leaves the service of Electrical Safety Authority.

- 42.3** This section applies only to employees hired on or after July 1, 2012 and those current employees who elect to transfer to the Standard Sick Leave Plan pursuant to the LOU – Sick Leave – Employees are enrolled in the Standard Sick Leave Plan; under this plan, employees are granted eight (8) days of sick leave at full pay (100%) per year. These days accumulate up to 130 working days. If sick leave benefits at 100% expire, employees are protected each sick leave year (i.e. January 1 to December 31 or July 1 to June 30 dependant on employee's date of hire) by coverage that continues at 75% of earnings for a maximum of 130 days inclusive of sick leave benefits at 100% (which is the number of days for the Long Term Disability Plan qualifying period), for medical absences authorized by the employee's physician(s), including a specialist(s), who in the sole discretion of the ESA's physician is deemed appropriate. An employee who applies for LTD benefits and is denied will have their wages maintained at 75% of base wages until completion of an LTD appeal process for a period not to exceed two (2) months, as long as the illness is substantiated. If the LTD appeal process extends beyond two (2) months, the parties will review the individual case details and circumstances surrounding length of appeal.
- 42.4** **Employees under the Standard Sick Leave Plan** who are on continuous sick leave for 6 months and who qualify for Long Term Disability (LTD) will be placed on LTD.
- 42.5** An employee will be reimbursed for any doctor's note required by Electrical Safety Authority.

43 LONG TERM DISABILITY

The Long Term Disability Plan provides financial security and rehabilitative employment features to regular employees during their absence from work due to extended sickness or injury. The benefits and terms and conditions of benefit entitlement of the Long Term Disability Plan are as described in the Collective Agreement and the brochure entitled **"Sick Leave and Long Term Disability Plans, updated July 1, 2012"**. These documents, by reference, form part of the Collective Agreement. The benefits and terms and conditions of benefit entitlement as described in the above documents can be changed by mutual consent only.

43.1 Qualifying Period: **Traditional Sick Leave Plan**

For the Traditional Sick Leave Plan, the qualifying period is defined as the period six calendar months from the starting date of the employee's continuous absence due to disability; or a total of six months in accumulative authorized medical absences in the year prior to the date sick leave expires due to the same progressively deteriorating disability; or the expiration of sick leave whichever is longer.

Qualifying Period: Standard Sick Leave Plan

For the Standard Sick Leave Plan, the Qualifying Period is defined as the period six calendar months from the starting date of the employee's continuous absence due to disability; or a total of six months in accumulative authorized medical absences in any a continuous twelve month period due to the same progressively deteriorating disability.

43.2 Disability Period

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

43.3 Benefits During the disability period, the plan will provide an income equal to the lesser of:

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

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

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

43.5 Other Conditions

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

43.5.2 Employees who are in receipt of LTD benefits will have their LTD benefit levels adjusted by the indexation increase, which is applied to the ESA Pension Plan.

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

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

44 WORKERS' COMPENSATION LEAVE

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

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

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

The top-up grant for compensable disability leave will be withheld if the employee refuses a medically suitable position that she/he is capable of performing, pursuant to the provisions of Article 45 ("Rehabilitation and Re-Employment") of the Collective Agreement. The grant may also be withheld where an employee is subject to appropriate discipline or discharge for cause pursuant to Article 17 ("Discipline and Discharge").

Authority for withholding the supplementary grant is vested in Directors.

45 REHABILITATION AND RE-EMPLOYMENT

45.1 Application

This Article applies to ESA employees who either have qualified for Long Term Disability (LTD) Plan benefits or have been approved for a Workers' Compensation (WCB) award, and, regular employees who have medical disabilities that prevent them from performing the essential duties of their jobs.

45.2 Policy

The parties seek to ensure that timely vocational rehabilitation and placement assistance is provided to affected employees whose medical impairments prevent performance of the essential duties of their jobs. The goal is re-employment in a continuing capacity, which will make maximum use of these employees' capabilities.

Entitlements to rehabilitation and re-employment will be provided pursuant to the terms of the ESA Policy 04-03-04, "Rehabilitation and Re-employment", dated August 1991. As applied to Society-represented employees, the Policy will be subject to other provisions of this Collective Agreement and to relevant legislation, and may not be altered except by mutual agreement. The Society will be provided with notice in all circumstances in which notice is given to "the Union" under the Policy.

45.3 Rehabilitation

An employee who is eligible for rehabilitation and is capable of rehabilitative employment is entitled to placement in a medically suitable position.

45.4 Re-employment

An employee who is eligible for re-employment must be given a reasonable job offer in accordance with placement priorities under the Policy. Where more than one job is available, the employee will be offered the job nearest the salary level of the pre-disability position. The job offered should be no more than two salary levels below the pre-disability position. When an employee is placed in a lower rated position following rehabilitative employment, ESA will maintain the base salary and benefits of the pre-disability position until the employee's performance standing in the new position exceeds that in the pre-disability position.

45.5 Termination of Employment

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

PART IX - HEALTH BENEFITS

ESA, through its claims services provider, shall provide extended health benefits and dental coverage as outlined in the pamphlet entitled "Health & Dental Benefits for Performance Paid Employees, Eligible Dependents and Pensioners", dated **September 20, 2010**, and in accordance with the existing insurance carrier contract for Society-represented staff.

46 EXTENDED HEALTH BENEFITS (EHB)

46.1 Effective January 1, 2004, the amount for vision/eyewear is increased from \$400.00 to \$550.00 per person. The payment of \$550.00 per two (2) year entitlement period may be used towards the cost of Radial Kerotomy/Laser Keratectomy.

Effective January 1, 2004 the deductible for extended health care benefits plan to \$20.00 for single coverage and \$40.00 for family coverage, per calendar year.

Effective January 1, 2004 vaccinations prescribed by a Physician, which are not covered by OHIP, will be covered.

Effective January 1, 2006 all over the counter drugs will be removed from the Drug plan.

- (a) Over-the-counter "Life Sustaining" products that do not "require a prescription by law" will be covered effective January 1, 2007 if they are on The Company's Drug Formulary identified as "Life Sustaining", and medically required for the treatment of an illness, injury or condition. That is, when prescribed by a doctor. The doctor should be asked to

write out the information pertaining to over-the-counter products, separate from the drugs “requiring a prescription by law”.

Effective January 1, 2006, ESA agrees to a onetime payment up to a maximum of \$500.00 to share equally in the cost of home exercise equipment or to join a health club with all appropriate receipts. **The purchase must be made during the period of January 1, 2006 to December 31, 2006.**

Effective January 1, 1999, an annual eye examination will be paid for in the year in which the Ontario Health Insurance Plan does not cover an eye examination.

Effective January 1, 1999, synvisc injections for treatment of osteoarthritis up to a lifetime maximum of \$3,000 per person.

Effective January 1, 1999, increase coverage for registered clinical psychologists from \$1,500 per person per calendar year to \$2,000 per person per calendar year.

Effective January 1, 1999, increase coverage for paramedical services (naturopaths; clinical ecologists; homeopaths; acupuncturists; and registered masseurs) from an aggregate maximum of \$200 per person per calendar year based on 50% coinsurance to \$500 per person per calendar year based on 50% coinsurance.

46.2 Effective January 1, 2001 the following improvements apply:

- (a) Entitlement to self-testing devices (Blood Pressure Kits) once every three (3) calendar years.
- (b) Addition of CPAP Machines and associated equipment including headgear, mask, hose and filters to the Respiratory Devices covered by the Plan.
- (c) Addition of coverage for laser eye surgery with a \$3000.00 lifetime maximum.
- (d) The employer will reimburse 100% of the employee costs for out of country coverage to a maximum of four (4) weeks in a calendar year. **The parties will review existing carriers proposals and will jointly select a carrier and a policy.**
- (e) Coverage for chiropractic services increased from \$500 to \$600 per year.
- (f) Coverage for paramedical services increased from \$500 to \$1500 per year based on 50% co-insurance.
- (g) The massage item contained in Paramedical Services amended to include coverage for Shiatsu Therapy when provided by a Registered Massage Therapist (RMT) or Certified Shiatsu Therapist (C.S.T.). In addition, payment for these services requires authorization in writing from the patient's medical doctor that such treatment is necessary.
- (h) Coverage for Registered Clinical Psychologist increased from \$2000 to \$4000 annually.

- (i) The wording of the benefits pamphlet regarding food supplements, when prescribed by a physician, revised such that coverage may be for either Boost or Ensure food supplements.
 - (j) Current coverage for Othovisc revised such that a patient may select either Synvisc or Orthovisc (but not both).
 - (k) Coverage for chronic care increased to \$40 per day.
- 46.3** Effective January 1, 2001 the pamphlet shall be amended to require use of the drug card for all drugs purchased except in cases where the card is not accepted by the dispenser. Paper claims shall be accepted two months per year (October and April).
- 46.4** ESA agrees to offer employees the option of using the Preferred Vision Services (PVS) Plan, subject to its availability.
- 46.5** Effective September 20, 2010, the following changes apply:
- (a) Coverage for chiropractic services shall be increased from \$600 to \$650 per year.
 - (b) Coverage for orthotics shall be increased from \$375 to \$400 every three (3) years for adults and from \$375 to \$400 annually for children under the age of 18.
- 46.6** **For employees who have less than 15 years of continuous employment with the ESA, Health and Dental Benefits cease at retirement. Employees who have 15 or more years of continuous employment with the ESA and who retire before age 55 will not be eligible for Health and Dental benefits until age 55.**

47 DENTAL PLAN

- 47.1** Effective January 1st of each year of the Collective Agreement, the dentist fees will be paid up to the amounts shown in the current Ontario Dental Association (ODA) Fee Guide.
- (a) Coverage consists of a 9-month dental recall.
- 47.2** Effective January 1, 2001, the following improvements apply:
- (a) Coverage for Class B Dental services increased from 75% to 85%.
 - (b) Lifetime maximum for Temporomandibular Joint (TMJ) devices increased from \$1300 to \$3000.

48 SEMI-PRIVATE HOSPITAL ACCOMMODATION PLAN

Coverage under the Semi-Private Hospital Accommodation Plan is unchanged.

PART X - PENSION AND INSURANCE

49 LIFE INSURANCE

49.1 The benefits and terms and conditions of benefit entitlement for group life, living benefit and spousal life insurance for employees are as described in: the Collective Agreement; and the brochure entitled "Group Life Insurance, Living Benefit and Spousal Life Insurance, updated July 1, 2012". These documents, by reference, form part of the Collective Agreement. The benefits and terms and conditions of benefit entitlement as described in the above documents can be changed by mutual consent only.

49.1.1 The cost of basic term insurance for employees will be paid by ESA.

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

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

49.1.4 An employee will become eligible for membership in the plan upon being assigned regular status. When an employee is assigned regular status, the employer will clearly present and explain the options to the employee. An election may be made within 30 days of an employee being assigned regular status. Evidence of insurability will not be required for Option II or III during the election period.

49.1.5 In the event that an employee does not make an election, Option I (see 49.2 below) will automatically be designated.

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

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

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

49.2 Life Insurance Options

Option	Basic Term Insurance ^[1]	Additional Term Insurance ^[2]
I	One Times Base Salary	Nil
II	One Times Base Salary	One Times Base Salary
III	One Times Base Salary	Two Times Base Salary

^[1] Basic Term Insurance is composed of term insurance equal to base annual earnings raised to the next \$500.00.

^[2] Additional Term Insurance is the optional term insurance, which an employee may elect in addition to the basic insurance coverage. One times is equal to base annual earnings raised up to the next \$1,000.00. Two times is equal to base annual earnings raised up to the next \$1,000.00 and multiplied by 2.

- 49.3** The maximum additional term insurance that may be purchased by an employee shall be referred to a tripartite (Society, Management and CUPE 1000) forum for further consideration.
- 49.4** An employee who meets the following criteria shall be eligible to cash out 50% of his/her total claim value to a maximum of \$50,000.

Criteria:

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

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

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

49.5 Spousal Insurance

- 49.5.1** Only spouses of active employees are eligible.
- 49.5.2** The amount will be limited to 50% of the employee's basic coverage.
- 49.5.3** The entire cost, including administration costs, will be paid by the employee. The employee will pay by payroll deduction.
- 49.5.4** The participation rate will have to be 20-30% otherwise proof of insurability will be required.
- 49.5.5** The premium rate will be different from the rate for employees, and will be experience rated. The premiums would then vary from year to year based on the experience of the previous year.

50 PENSION PLAN

The **Electrical Safety Authority** Pension Plan (Registration # **1059138**) constitutes the present Pension Plan and forms part of this collective agreement. The provisions of the Pension Plan are generally described in the brochure Electrical Safety Authority Pension Plan Information Booklet – Effective January, 2000. Changes to the Pension Plan affecting Society-represented members of the plan, other than legislative changes, shall be made only upon mutual consent.

50.1 All the changes to the Pension Plan heretofore agreed to between The Society and Ontario Hydro have been incorporated into the Pension and Insurance Regulations/Rules.

50.2 The employer shall not request legislation, regulations, or Order-in-Council approval or make rules which would change pension benefits, unless upon mutual consent. Moreover, the employer will not unilaterally seek legislation to change access to surplus unless upon mutual consent.

50.3 Pension Enhancements

The parties hereby incorporate the pension plan enhancements outlined in the Letter of Understanding dated December 12, 2000 (Schedule "A", Memorandum of Settlement dated December 21, 2000). These enhancements, effective July 1, 2000, are:

1. To increase the pension payable to survivors following the death of a member from 64% to 66-2/3% of the member's pension.
2. To increase the pension by lowering the offset percentage from 0.625% to 0.50%. The percentage used to calculate the additional pension to age 65 will remain at 0.625%.
3. Members shall be entitled to retire without penalty when their age and years of service with the employer total 82 points. All other members shall be entitled to retire according to the existing schedules.
4. **Effective July 1, 2012 employee contributions will increase from 7.0% to 8.0% on pensionable earnings up to the YMPE and 7.7% to 8.7% on pensionable earnings above the YMPE. Effective July 1, 2013, if the Going Concern deficit is greater than \$10.0 million, employee contributions will increase from 8.0% to 8.25% on pensionable earnings up to the YMPE and 8.7% to 8.95% on pensionable earnings above the YMPE. Effective July 1, 2014, if the Going Concern deficit is greater than \$10.0 million, employee contributions will increase from 8.25% to 8.5% on pensionable earnings up to the YMPE and 8.95% to 9.2% on pensionable earnings above the YMPE. These increases are in effect only as long as the Going Concern deficit remains greater than \$10.0 million. Should this deficit fall below that amount (to be determined annually), the pension contribution percentages will revert back to 6.5% on pensionable earnings up to the YMPE and 7.2% on pensionable earnings above the YMPE.**
5. Employee pension contributions will start on the first day of the month immediately following or coincident with appointment to regular or probationary employment.
6. During the term of this Collective Agreement, when ESA is allowed to take a "contribution holiday" according to an Actuarial Valuation, ESA will make contributions to the ESA Pension Plan, which equates to the contributions of the Society-represented employees.

50.4 (a) Pension Indexing and the Notional Account

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

Effective on the date the Notional Account is eliminated, the Plan shall be amended, in respect of employees and former employees who immediately prior to termination of

employment were members of The Society, to increase pension benefits on January 1 of each year by 100% of the increase in the Consumer Price Index (CPI), up to a maximum of 8% per year. In the event that the increase in the CPI exceeds 8%, the increase shall be carried forward to future years. In the event that the CPI decreases, the percentage decrease shall be applied in determining subsequent increases in pension benefits. A decrease in the CPI shall not reduce pension benefits in payment.

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

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 Society will be increased by 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.

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

50.5

Buy-Back of Service

The following shall apply after the Pension Rules are changed.

- a) Employees will be able to purchase the following service on an actuarial basis at no cost to ESA, provided the employee provides evidence of such service satisfactory to ESA:
 - i) summer and co-op students;
 - ii) casual construction;
 - iii) temporary employees;
 - iv) leaves of absences;
 - v) pregnancy/parental leaves;
 - vi) broken service;
 - vii) external service (see (b) below)

(iv), (v) and (vi) above are enhancements to current provisions.
- b) This provision will be subject to restrictions of the Income Tax Act (Canada) and all applicable provincial or federal pension legislation. (For example, external service prior to 1992 can only be purchased if there was a reciprocal Agreement with the former Employer in existence at the time and still exists.)
- c) For the purposes of this section, "service" shall mean service with **Ontario Hydro** prior to April 1, 1999 or service with Ontario Hydro's successors after April 1, 1999.

50.6 Supplementary Pension Plan

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

PART XI - RELOCATION ASSISTANCE

The following provisions apply to regular employees and are outlined in the brochure entitled "Relocation Assistance Benefits for Performance Paid Staff" (1995). Employees paid from Salary Schedules 04 and 18 will receive the treatment contained herein when appointed to regular positions, and required to relocate as a result of ESA's business.

51 HOUSING ASSISTANCE PLAN

51.1 Intent

- 51.1.1** ESA's purchase of an employee's principal place of residence is designed to ensure that an employee who moves will not be forced to endure unreasonable periods of family separation or inconvenience due to inability to sell the employee's home at a fair market price.
- 51.1.2** It will be the prerogative of ESA to reject an employee's application for Housing Assistance if in Management's opinion the property is not an acceptable risk.
- 51.1.3** The employee must abide by all of the requirements of the Housing Assistance Plan. Failure to do so will result in the employee becoming ineligible for housing assistance from ESA.

51.2 Purchase Guarantee

- 51.2.1** ESA will provide a purchase guarantee based on an appraisal of the property's current worth by a group of up to three appraisers, to be selected by ESA's Human Resources in conjunction with the employee.
- 51.2.2** ESA will not request appraisals until the employee is ready to list his/her house in the marketplace providing this is within one year of the employee's transfer to the new work location and the employee is prepared to abide by Subsection 51.2.4 and Subsection 51.3.1.
- 51.2.3** The employee must acknowledge acceptance or rejection of ESA's Purchase Guarantee within five days of its receipt. If the employee rejects the Purchase Guarantee, ESA has no further responsibility with regard to Housing Assistance or the Purchase Guarantee.

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

51.2.5 Home Appraisal Documentation

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

51.3 Listing of Property

- 51.3.1** If an employee chooses to participate in the Housing Assistance Plan, by accepting the Purchase Guarantee, the employee will immediately list the property for 90 days on MLS (where such service is available) at a price not exceeding 107% of the guaranteed price.
- 51.3.2** The employee will retain the right to sell to a third party until such time as the property is turned over to ESA for resale.
- 51.3.3** In order to assist the employee to dispose of the property expeditiously and at a fair market value, the employee should notify ESA's Human Resources of all offers to purchase during the listing period. ESA 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 ESA's Purchase Guarantee and the amount of the offer. The employee's acceptance of any offer less than ESA's Purchase Guarantee is not mandatory and the employee will retain control of the sale of the residence throughout the listing period. All offers to purchase will be held in confidence by the Employee Relocation Administrator.

51.4 Sale of Property by ESA

- 51.4.1** The employee must be prepared to sign power of attorney authorizing ESA to sell property on the employee's behalf on the first day following the 90 day listing period. If the employee will be unable to vacate the premises at that time, ESA's Human Resources must be notified.
- 51.4.2** ESA will pay to the employee the difference between the value of the property to ESA (Purchase Guarantee) and all existing encumbrances, including the advance of equity.
- 51.4.3** When an employee applies for assistance under this procedure, he/she must declare under oath, if required by ESA, all encumbrances of any nature or kind whatsoever, including executions, chattel mortgages, and notices of conditional sales contracts, which the employee is obliged to pay.

- 51.4.4** In consideration of the payment to the employee of the amount established in Subsection 51.4.2, the employee will complete a deed of sale of the property, conveying the same by good and marketable title, but subject to all existing encumbrances, to ESA or its nominee.

51.5 Advance of Equity

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

be loaned to the employee by ESA. Advance of equity is interest free for employees who avail themselves of the Purchase Guarantee for 90 days or until the house is turned over to ESA or until the closing date of the sale of the house to a third party, whichever comes first. For employees who reject the Purchase Guarantee, the advance of equity is interest free for 90 days. Repayment is as set out in the Relocation Assistance Benefits brochure.

52 MOVING EXPENSES

52.1 Intent

- 52.1.1** Since ESA has province-wide operations, employees may be required to move about the Province as part of their jobs.
- 52.1.2** ESA recognizes that there may be a number of relatively costly expenditures associated with moving and will endeavour to ensure that such expenses will be adequately covered.
- 52.1.3** ESA will not assume responsibility to compensate for any upgrading in an employee's standard of living, which may take place as a result of moving.
- 52.1.4** The Housing Assistance Plan will apply to the employee's principal place of residence and will not cover summer cottages, commercial real estate holdings or other secondary properties.

52.2 Minimum Moving Distance

- 52.2.1** Normally, an employee must move a minimum of 40 radius kilometers closer to the new work location to qualify for relocation assistance (see diagram). However, where an employee believes that this requirement creates a hardship, a joint Society-Management review at the Divisional or Business Unit level of the receiving unit shall consider the individual situation. This review shall consider the following criteria:

- increase in commuting time;
- increase in commuting cost;

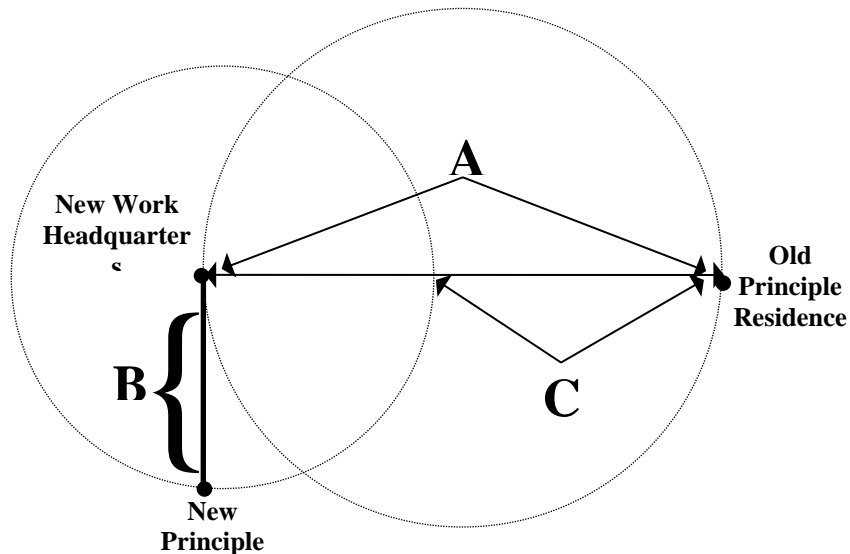
- access to public transit;
- personal family considerations;
- recognition that ESA is not responsible for upgrading the individual's standard of living;
- permanence of move to the new work location;
- relationship between road distance and radius distance;
- comparability of eligibility in comparison to treatment of Society-represented employees in similar circumstances.

The review team will balance the results of this review with the business requirements of the unit and may decide to waive or amend the minimum distance rule. The decision of the review team is final and binding. If the review team is unable to reach consensus, the matter will be referred to the JSMT (Joint Society Management Team), which will have the authority to make a decision or to have the issue resolved as they see fit without prejudice.

What is meant by 40 km closer to the new work location is shown in the diagram below.

52.2.2

The provisions set out in Subsection 52.2.1 will apply unless Mid-Term Agreements pursuant to Article 7 are in effect.



Distance A minus Distance B equals Distance C

Distance C must be greater than or equal to 40 radius km

52.3 Expenses for Reimbursement

52.3.1 Household Effects

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

52.3.2 Home Buying and Legal Fees

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

a) Legal Fees

- The employee will advise ESA of his/her preferred lawyer. ESA will request the lawyer for an estimate on what the fees will be to complete the sale and/or purchase transaction. If ESA finds the solicitor's estimate to be unreasonable, ESA will ask the employee to recommend another solicitor to close the transaction.
- Legal fees and disbursements actually incurred in selling an old and buying a new residence will be paid by ESA.
- Legal fees shall be defined to include fees for arranging or discharging a first mortgage when required and will include land transfer tax.
- Disbursements shall be defined herein as those items paid by a lawyer on behalf of the employee for services in connection with the purchase or sale of the employee's residence including land transfer tax and land surveys when required, Ontario New Home Warranty Program if required for a new house, GST, and penalty costs to a maximum of three months' interest payments involved in discharging a first mortgage on the residence in the former location when required.

b) Referral Fees/Home Inspection

- Prior to commencing with the first house-hunting trip in the new location, the employee should contact ESA to arrange for a real estate agent to assist with the purchase of his/her new principal residence. ESA will ask the employee if he/she has a preferred real estate agent or ask the employee to select a
- Realtor from a list of qualified real estate agents provided by ESA. ESA will then contact the selected Realtor and refer the agent to the

employee. When the employee purchased his/her new principal residence, the Realtor will pay a referral fee to ESA.

- Providing ESA receives the referral fee, when the employee is prepared to submit an offer to purchase on a property, ESA will make arrangement for one home inspection at ESA's expense. All offers to purchase should have a clause in the offer conditional upon the positive results of an inspection report. Any additional inspections for any reason will be at the employee's expense.
- Real estate brokerage fees charged by a real estate agency to the maximum standard recognized scale for services rendered in selling the employee's house shall be paid by ESA.

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

52.3.3 Transfer Expenses

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

- All employees who are eligible for moving expenses shall be afforded 12 weeks from the date the employee reports to work in the new location (i.e., date of transfer) to decide whether or not they wish to move. Payment of the following expenses is predicated on the employee maintaining his/her previous principal residence:
 - a) During this 12 week period, the employee shall have the option of either commuting to and from his/her new work location and receiving incremental travel expenses (i.e., additional travel costs beyond the employee's normal travel costs to the old work location), the total cost of which not to exceed living expense equivalent, or being paid living expenses in the new location. If the employee expressly indicates that he/she does not intend to relocate his/her residence, all expenses will cease at that time.
 - b) All expenses will stop at the end of the 12 week decision period unless the employee has provided in writing his/her intention to move within one year of date of transfer. Providing that the employee demonstrates to Management's satisfaction that arrangements to move with employee's family to the new location are being made as quickly as possible, the employee's living expenses in the new location or incremental travel expenses will be paid until such time as the employee moves or for a period not to exceed a further nine months.

The time limits mentioned above may be extended by a specific mutual agreement between the employee and line management for a total period not to exceed two years from the date of transfer.

- c) If an employee, after providing written notification of his/her intention to move fails to do so, all expenses paid on his/her behalf or travel expenses paid to him/her for any period beyond the initial 12 weeks from the date of transfer or the date of his/her written intent to move, whichever comes first, shall be repayable to ESA. Repayment shall be made within one month of a written communication stating his/her intention not to move or within one year of date of transfer whichever comes first.
 - d) Exceptions to the repayment requirement should the employee fail to move may be made by reasonable exercise of the Business Leader's discretion (e.g., for reasons of significant unforeseen life hardships, ESA transfers, ESA international assignments, etc.).
- Transportation to the new location and living expenses while in transit to the new location will be paid for the employee and family (spouse and dependent children) and any other dependents of the employee's household. A reasonable number of visits by the employee and family, to the new location to assist in the selection of a new principal residence will be paid at the discretion of local Management.
 - Living expenses of the employee and family during the period while household effects are in transit will be paid.
 - Reasonable upkeep costs including mortgage interest on the old residence will be paid for a period of up to three months after the employee has moved to the new residence but still retains title to the old residence due to an inability to sell. If closure of the sale is imminent, the period may be extended by up to six weeks.
 - Time off with pay to a maximum of one day's base earnings if the day of the move falls on a normally scheduled working day.
 - Employees may elect, subject to the negotiations of their availability through Business Unit Mid-Term Agreements (Article 7), to receive lump sum payments in lieu of the following:
 - ◆ temporary living expenses;
 - ◆ reimbursement for costs associated with return to residence headquarters;
 - ◆ benefits and expenses associated with house hunting trips;
 - ◆ temporary storage, etc.

52.3.4 Spousal Assistance

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

52.3.5 Rental Assistance

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

- a) the monthly rent in the old location multiplied by ESA rental differential;
- or
- b) the amount of the monthly increase in rent.

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

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

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

52.3.6 Rental Management Program

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

52.3.7 Miscellaneous Expenses

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

- cost of rental search assistance;
- costs incurred as a result of the move such as, cleaning, painting and decorating costs; adaptation, removal, installation or replacement of house furnishings and appliances;
- costs for connecting water, natural gas, and electricity to a new house if charged to the employee as purchaser.

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

52.4 Second Related Move

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

52.5 On Retirement

52.5.1 If ESA requires an employee who occupies a house or trailer on ESA property or a site under ESA control to move on retirement, the employee will be reimbursed as outlined in Section 52.3 for the cost of a move to any location in Ontario in which he/she desires to settle.

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

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

53 FINANCIAL ASSISTANCE PLAN

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

- a)** the current Ontario Residential Locality Differential Chart (see attached chart for provisions in effect, April 15, 1999); OR
- b)** if either the employee's former location or his/her new location is not on this chart, a house-for-house comparison conducted by ESA.

The amount of assistance will depend upon the:

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

Locality Differential Chart as of October 15/2000
2 Storey

Kincardine	Kingston	London	Mississauga	Napanee	Newcastle	Newmarket	North Bay	Oakville	Oshawa	Ottawa	Peterborough	Pickering	Pt. Dover/Simcoe	Port Elgin	Sarnia	Sudbury	Timmins	Thornhill/ R. Hill	Thunder Bay	Toronto East
			1.16			1.10		1.22				1.10						1.33		1.2
			1.36			1.29		1.43		1.07		1.29						1.55		1.5
			1.54			1.46		1.62	1.16	1.22		1.46						1.76		1.7
			1.21			1.15		1.28				1.15						1.38		1.3
1.35	1.43	2.14	1.17	1.34	2.03	1.28	2.26	1.62	1.69	1.39	2.03	1.47			1.30	1.32	1.28	2.44	1.47	2.3
	1.06	1.58			1.50		1.67	1.19	1.25		1.50	1.08						1.81	1.08	1.7
		1.50			1.42		1.58	1.13	1.18		1.42							1.71		1.6
																		1.14		1.1
1.16	1.23	1.84		1.15	1.74	1.09	1.94	1.39	1.45	1.19	1.74	1.26			1.09	1.13	1.09	2.10	1.26	2.0
	1.07	1.60			1.52		1.68	1.21	1.26		1.52	1.10						1.83	1.10	1.7
							1.11											1.20		1.1
1.06	1.12	1.68			1.59		1.76	1.26	1.32	1.09	1.59	1.15						1.91	1.15	1.8
																		1.08		
		1.32			1.26		1.40				1.26							1.52		1.4
		1.27			1.20		1.33				1.20							1.44		1.4
	1.06	1.54			1.46		1.62	1.16	1.22		1.46							1.76		1.7
		1.06					1.11											1.20		1.1
		1.46			1.38		1.54	1.10	1.15		1.38							1.67		1.6
1.35	1.43	2.14	1.17	1.34	2.03	1.28	2.26	1.62	1.69	1.39	2.03	1.47			1.30	1.32	1.28	2.44	1.47	2.3
	1.10	1.65			1.56		1.73	1.24	1.30	1.07	1.56	1.13						1.88	1.13	1.8
	1.09	1.63			1.54		1.71	1.23	1.29	1.06	1.54	1.11						1.86	1.11	1.8
1.06	1.12	1.68			1.59		1.76	1.26	1.32	1.09	1.59	1.15						1.91	1.15	1.8
		1.46			1.39		1.54	1.10	1.15		1.38							1.67		1.6
		1.24			1.17		1.30				1.17							1.41		1.3

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

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

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

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

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

54 HOUSE EVALUATION AND GUARANTEE PLAN

Upon subsequent transfer within ESA, an employee will be guaranteed his/her purchase price up to a maximum of four times his/her base salary at the time of the initial transfer (plus \$1,500 for capital improvements on new homes, \$15,000 for resale homes or minus \$3,000 for damages to the property). This guarantee will be for a period of ten years from the date of purchase. Improvements must be verified by receipts and do not include normal painting, decorating and maintenance costs. An employee may not sell his/her house for less than the guaranteed amount without the consent of ESA.

55 COMPENSATION WHEN ASSIGNED TO TEMPORARY WORK HEADQUARTERS

55.1 Intent

- a) When there is an assignment to a Temporary Work Headquarters, the employee and his/her supervisor must have a mutual understanding of the terms of the assignment prior to its commencement using the following provisions.
- b) Employees assigned to a Temporary Work Headquarters should not be separated from their families for exceptionally long periods of time due to work requirements and should be compensated for all reasonable out-of-pocket expenses and travel costs.
- c) When an employee is assigned to a Temporary Work Headquarters, the employee will normally remain at the Temporary Work Headquarters. If there is mutual agreement between the supervisor and employee to commute daily, then the employee may do so.

- d) Employees will be reimbursed for all reasonable out-of-pocket expenses associated with being assigned to the Temporary Work Headquarters.
- e) Employees will be reimbursed for any additional travel costs beyond their normal travel costs to their Regular Work Headquarters.
- f) Travel time on the first trip to, and on the last trip from, the Temporary Work Headquarters shall be either during normal scheduled hours or compensated in accordance with Article 58 (Travel Time) if outside normal scheduled hours.
- g) Selections for Temporary Work Headquarters assignments should not be made on the basis of travel cost considerations.

55.2 Definitions

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

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

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

55.3 Compensation When Remaining at Temporary Work Headquarters (TWHQ)

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

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

- c) On intermediate weekends, if the cost of remaining at the TWHQ would be less than the cost of a return trip, the employee may claim actual travel costs up to the cost of remaining at the TWHQ. If the cost of remaining at the TWHQ is greater than the cost of a return trip, the employee may be reimbursed for all travel costs incurred for a return trip on that weekend.
- d) For employees who reside in rental or leased accommodation at the TWHQ, cost of travel on intermediate weekends will be based on the lesser of a per diem rate based on the daily costs of normally used local hotel/motel accommodation (meals included) or actual travel costs (less normal traveling costs).

- e) Travel time will not be paid for return trips to home on intermediate weekends.

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

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

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

The use of an ESA vehicle will be one of the commuting options considered.

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

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

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

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

55.6 Exception

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

PART XII - TIME WORKED OUTSIDE NORMAL HOURS

56 ON-CALL SERVICE

The following on-call service provisions shall apply.

56.1 Definition

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

56.2 Payment

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

- a)** there is a regular need for it (e.g. weekly, monthly, annually) and;
- b)** the supervisor formally notifies the employee of the assignment.

56.2.2 The on-call service payment for any 16-hour period outside normal work hours is one half (1/2) hour pay at the employee's base hourly rate.

56.2.3 The on-call service payment for any 24-hour period outside normal work hours (i.e., Saturday, Sundays, statutory holidays and granted days) is one (1) hour pay at the employee's base hourly rate.

56.2.4 The maximum on-call service payment for a normal work-week is three (3) hours pay at the employee's base hourly rate.

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

57 OVERTIME

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

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

*** Compensation for overtime shall be as follows:

57.2. Day Workers

Overtime Worked	Overtime Hours	Rate of Payment
Monday to Friday	Authorized overtime beyond normal scheduled hours worked in the day and for authorized hours worked on an unscheduled day of work.	Time and one half (T-1/2) for the first four hours beyond scheduled hours and for the first four hours on an unscheduled day of work and two times (2T) for work beyond the first four hours.
Saturday	Authorized overtime.	Two times (2T)
Sunday	Authorized overtime.	Two times (2T)
Statutory Holiday or Granted Day (as per Article 39.1.2)	Authorized overtime.	Two time (2T) for all unscheduled hours plus a statutory holiday credit

57.3 Shift Workers

Overtime Worked	Overtime Hours	Rate of Payment
Scheduled Work Days	Authorized overtime beyond normal scheduled hours worked in the day.	Monday to Friday: Time and one half (T-1/2) for the first four hours beyond scheduled hours, and Two Times (2T) for work beyond the first four hours. Saturdays, Sundays and statutory holidays: Two times (2T)
Scheduled Days Off	Authorized overtime on a normally scheduled day off.	Monday to Saturday: Time and one-half (2T). Sunday: Two times (2T). Statutory holidays (Monday to Friday): Two times (2T) plus a Statutory holiday credit for hours worked up to normal hours for the day. Statutory holiday (Saturday): Two times (2T).

57.3.1 For OSS and TMS/TS staff required to work overtime and supervise staff receiving a higher overtime rate than that paid under Sections 57.2 and 57.3 above, the treatment shall be as follows: OSS and TMS/TS staff receive two times their base hourly rate for all work, as described above, performed outside the first four clock hours after normal quitting time, Monday to Friday, and for all such work performed on Saturday.

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

Employees may be designated as eligible under the above on an ongoing basis or on an assignment by assignment basis at the discretion of ESA.

57.5 Recording Overtime

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

57.6 Minimum Overtime Periods

Where an employee is required to perform any overtime work, they shall be entitled to a minimum payment of one hour for any overtime work performed during any consecutive 12 hour period, even if the actual overtime worked is less than one hour. This minimum overtime provision is only applicable to work performed on the telephone after regular business hours and away from your work location and/or alternative work location.

57.7 Overtime for Training

Employees shall be compensated at the appropriate overtime rate for time spent in training programs required by the employer.

58 TRAVEL TIME

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

58.1 General

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

58.2 Excessive Travel

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

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

- the time above and beyond the employee's normal travel time between home and normal work headquarters
- the desire to compensate for travel time with time off

Where there is no mutual agreement, travel time outside of normal hours will be compensated at straight time,

58.3 Emergency Overtime Work

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

58.4 Attendance at Seminars, Conventions, Etc.

- a) When an employee attends a convention, seminar, training course, or similar function and does not arrive at the destination or depart from it until after normal work hours, no additional time allowance will be paid, i.e., this travel time will be considered as part of the employee's contribution to attendance at a mutually benefiting function of this nature.
- b) Where ESA directs an employee to take a training course, travel time will be compensated in accordance with Article 58.2.

58.5 Flexibility

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

59 SHIFT WORK (M&P, TMS/TS, OSS)

59.1 Definitions

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

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

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

59.2 Shift Workers

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

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

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

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

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

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

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

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

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

59.3 Shift Allowances (M&P, TMS/TS, & OSS)

a) Shift Premiums

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

- Shift work on statutory holidays: 95% of the MP4 reference point rate per hour worked.

The statutory holiday shift premium shall be paid on an actual hourly-as-worked basis.

b) Shift Differentials

- For work on an 8-hour afternoon shift (16:00 – 24:00 hours) - \$0.70 per hour worked
- For work on an 8-hour night shift (00:00 – 08:00 hours) - \$0.95 per hour worked
- For work on a 12-hour night shift only - \$1.10 per hour worked.

59.4 Information Management Systems Division (M&P)

In the Information Management Systems Division (IMSD) where the shift allowance payable to an M&P Shift Supervisor does not amount to at least 112% of the shift-related payments received by the *PWU*-represented staff working the same shifts, an annual adjustment will be made to the shift allowance for the M&P Shift Supervisor.

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

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

59.5 Ten Hour Shifts

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

The following conditions shall apply:

a) Notice

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

- Shift change notices between 10-hour shifts, will provide at least 12 hours off.
- Shift change notices between a 10-hour shift to a 12-hour shift or vice versa, will provide at least 12 hours off.

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

b) Shift Differential

- First shift – 06:00 – 18:00 hours - no shift differential
- Second shift – 14:00 – 02:00 hours - \$0.70 differential per hour worked

c) Shift Premium

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

d) Special Circumstances

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

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

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

59.6 Periodic Shifts for Non-Shift Workers

- 1) Periodic shifts for non-shift employees shall be allowed to mirror shifts created under PWU "periodic shift" agreements in force at the time of settlement, when The Society employee(s) provides direct supervision or technical support (including inspection/testing) alongside such PWU-represented employees for:
 - a) field settings
 - b) laboratory settings.
- 2) In the circumstances described in paragraph 1, above, an employee shall be assigned to periodic shifts for a maximum of 60 working days per fiscal year in the aggregate, under applicable shift provisions of the Collective Agreement including normal shift differentials and premiums.
- 3) This Article does not alter existing local Agreements in force at the time of settlement, including Agreements reached pursuant to Article 72, and modifications of the provisions of paragraphs 1 and 2 are negotiable as local Agreements pursuant to Article 7.
- 4) The JSMC may review the application and operation of this Article prior to the end of the Collective Agreement.

60 SHIFT WORK (FM&P)

60.1 Intent

- Assignment of FM&P staff to shift will normally be on a voluntary basis. However, in the absence of any qualified volunteers, ESA reserves the right to appoint specific individuals to perform the work.
- An employee who has volunteered may opt out of a shift arrangement by giving one month's written notice, subject to the above.
- Except in an emergency situation, at least seven days' notice will be given with respect to shift change notices.
- ESA will propose shift arrangements and seek The Society's input on proposed shift arrangements.
- A minimum period for a shift is four days.
- ESA reserves the right to terminate specific shift arrangements by giving one month's written notice.

60.2 Definitions (See Article 59)

60.3 Shift Differentials

Scheduled hours worked in shifts commencing during the following hours shall have the following shift differential apply:

- a) two- or three-shift coverage of eight hours or less:

07:00 - 10:00	zero differential
10:00 - 18:00	an amount equal to one-seventh of FM&P 12 reference point rate per hour worked
18:00 - 07:00	an amount equal to one-fifth of FM&P 12 reference point rate per hour worked

- b) two-shift coverage of greater than eight hours:

06:00 - 10:00	zero differential
10:00 - 06:00	an amount equal to one-fifth of FM&P 12 reference point rate per hour worked

60.4 Shift Premiums

Scheduled hours worked on Saturday and Sunday will be paid at an amount equal to the employee's base rate plus half of FM&P 12 reference point rate per hour worked.

For scheduled work performed on a statutory holiday, the amount paid equals the employee's base rate plus one times FM&P 12 reference point rate per hour worked. An additional day off will be scheduled in lieu of the statutory holiday.

60.5 Overtime*

Authorized overtime beyond the normal scheduled shift hours shall be compensated in accordance with the overtime provisions of this Agreement.

60.6 Time Balancing

A time bank will be established for each employee to record the total number of scheduled hours worked plus scheduled hours paid for vacation, sick leave, time off in lieu or other approved paid time off. The time bank will be reduced to zero after the duration of the shift schedule.

For positive time balances the employee may elect:

- i) payment at time and a half for 50% of the hours and double-time for the remainder;
- or
- ii) time off at straight time.

Negative time balances existing at the end of the shift schedule, or caused by interruption or cancellation, will be written off.

Overtime hours are not counted in the time bank.

60.7 Special Circumstances

In the application of the under-noted items a reference under the appropriate provision to "days" entitlement will mean eight hours. For example, a 12-hour shift will constitute one and one-half days deducted from credits. Items (e) and (f) will be credited, for pay purposes, on an hour-for-hour basis.

- a) Vacation
- b) Floating Holidays
- c) Sick Leave
- d) Leave of Absence
- e) Traveling Time Outside Normal Working Hours
- f) Payment for Relief Work

When an employee is scheduled to work shift and one of the following items applies, a "day" will be considered to be one scheduled shift.

- a) Legal Hearings
- b) Funerals
- c) **Moving Day**

61 COMPENSATION AND WORKING CONDITIONS - 12-HOUR SHIFT SCHEDULE

The following provisions apply to employees in *any Business Unit* who work a 12-hour shift schedule.

61.1 General Provisions

- 61.1.1 The 12-hour shift schedule will average the regular scheduled hours per week for employees and will indicate the days and hours of work (shift) for each employee. Payment will be determined in accordance with this Article and as outlined elsewhere in Article 59 ("Shift Work (M&P, TMS/TS, OSS)").
- 61.1.2 The implementation of 12-hour shift work will be on the understanding that its application will not result in any appreciable increase in cost to ESA.

61.1.3 ESA or The Society Board of Directors shall have the right to terminate 12-hour shift work. Written notice must be provided by the Department Manager to The Society President or vice versa.

- a) If the notice is two months prior to the end of the current schedule, 12-hour shift work will terminate at the end of the current schedule. Reason(s) for termination will be provided by the respective party.
- b) The 12-hour shift schedule may be cancelled immediately by ESA should any of the following be adversely affected: safe operation of plant; health of shift workers; public safety.

Appendix I to this Article provides further information about the 12-hour shift monitoring criteria for *ESA-Nuclear*.

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

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

61.2 Shift Differential

A shift differential of \$1.10 per hour worked will be paid to 12-hour shift employees for each night shift hour worked, in accordance with Article 59.3 ("Shift Work (M&P, TMS/TS, OSS Staff)").

61.3 Shift Premium

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

Shift work on Saturdays and Sundays	50% of 95% of the MP4 reference point rate per hour worked.
Shift work on statutory holidays	95% of the MP4 reference point per hour worked.

The statutory holiday shift premium shall be paid on an actual hourly-as-worked basis.

61.4 Overtime

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

61.4.2 Authorized overtime beyond 12 hours of work on scheduled workdays which are Sundays or statutory holidays and all hours worked on scheduled days off which are Sundays or statutory holidays shall be compensated in accordance with the overtime provisions of this Agreement.

61.5 On-Call

On-call service payments will not be applied to those employees on the Minimum Availability Requirement (MAR) list (see Section 61.8).

61.6 Special Conditions

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

- a) Vacation
- b) Floating Holidays
- c) Sick Leave
- d) Time Off Without Pay
- e) Travel Time
- f) Medical and Dental Consultations - Periods of less than four hours shall not be deducted from sick leave credits.

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

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

61.6.4 Jury duty and attendance at court.

61.6.5 Funerals.

61.6.6 Moving Day.

61.6.7 Time Charges for Attendance at Delegates' Council and meetings of The Society's Board of Directors.

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

61.8 Minimum Availability Requirement (MAR) List

- 61.8.1** In order that a sufficient number of shift employees are on duty to maintain and ensure a continuous operation at any Department utilizing 12-hour shifts, a MAR List will be prepared.
- 61.8.2** A sufficient number of employees, by job classification and qualifications, will be determined by ESA. Employees will volunteer their willingness to be called in to work in this situation, by placing their name on the MAR List under the day(s) they wish to be called. If there are no volunteers, ESA reserves the right to assign employees to the MAR List. Employees will not be placed on the MAR List who are scheduled to work on an adjoining shift.
- 61.8.3** An employee on the MAR List agrees to be available during the Required Availability Period (RAP), to report to work to cover short-term absence. The RAP is the period of time commencing two hours prior to each shift change and ending one hour after each shift change.
- 61.8.4** If an employee whose name is on the MAR List cannot be available for the specified day(s), the employee must arrange for a substitute acceptable to ESA, whose name then would be added to the MAR List.
- 61.8.5** Volunteering or being assigned to the MAR List for RAP periods does not entitle the person to any compensation, i.e., on-call pay, etc., nor does it guarantee that overtime will result.
- 61.8.6** In the event that an employee is called to work from the MAR List, he/she will be entitled to overtime premium rates (outlined in Section 61.4) for all hours worked.
- 61.9** Time-balanced 12-hour shift work will be introduced in an *ESA-Nuclear* Department when the following conditions are met:
 - 61.9.1** More than fifty percent (50%) of employees who vote in that Department must vote in favour of 12-hour shift work.
 - 61.9.2** More than fifty percent (50%) of all eligible shift workers who vote in that Department must vote in favour of the 12-hour shift work.
 - 61.9.3** The vote will be determined by a secret ballot scrutinized jointly by appointees of ESA and The Society Board of Directors.
 - 61.9.4** Employees eligible to vote are those employees normally assigned to shift and may include Shift Supervisors, Shift Supervisors in Training, Shift Operating Supervisors, Shift Maintenance Supervisors and Shift Mechanical/Service Maintenance TMS/TS.
 - 61.9.5** Although the content, preparation, costing and administration of shift schedules is the sole responsibility of ESA, the preference of the majority of shift workers in

a station/department/plant for a particular basic type of schedule will be considered. Such preferences must be made known to ESA four months in advance of the starting date of the new schedule. Master Schedule Guidelines are attached as Appendix II.

- 61.9.6** Supernumerary Shifts while working on the 12-hour shift schedule, will be 0800 - 1600.
- 61.9.7** Three supernumeraries can be exchanged for working two 12-hour regular days off. Supernumeraries can be shift changed to shift crews on a 3:2 supers to shift crew basis.
- 61.9.8** When a regular shift commences before midnight and continues after midnight, all hours during the continuous shift shall, for pay and time balance purposes, be recorded and treated as if they occurred during the calendar day in which the shift ends.

Exception: The statutory holiday shift premium shall be paid on an actual hourly-as-worked basis.
- 61.9.9** Shift workers with a plus or minus four hours time balance assigned to day work or shift for an indeterminate period of time may be required to take off or work a four-hour period respectively, but no payments, premium or otherwise, will apply to such time worked as an extension of a normal eight-hour day to resolve a minus time balance.
- 61.9.10** For the day on which an election occurs and up to three days before and after, all employees on a 12-hour schedule will be changed to an eight-hour schedule unless joint agreement is reached to do otherwise.
- 61.10** Twelve-hour shift work may be introduced in other locations when the following conditions are met:
 - 61.10.1** If local management determines that a 12-hour shift work arrangement is appropriate, a vote will be held in the affected work unit(s).
 - 61.10.2** More than 50% of those eligible to vote in the work unit(s) must vote in favour of 12-hour shift work.
 - 61.10.3** The vote will be determined by a secret ballot scrutinized by the appointees of ESA and The Society.

APPENDIX I
12-Hour Shift Monitoring Criteria

Non-Public Safety	ESA-<i>Nuclear</i> Public Safety	BHWP Public Safety
Employee Health	Reliable Process Systems	Reliable Process Systems
Employee Safety	Reliable Safety Systems	Reliable Release Prevention Systems
Employee Attitude	Multiple Barriers	Reliable Release Identification and Information Systems
Attrition	Competent Operators	Release Mitigation
Overtime Availability	Detect and Correct Failures	Ignition Conversion
Insufficient Notice for Shift Change	Control Zones	
Operating Error	External Training	
Productivity	Emergency Plans and Procedures	
Shift Turnover	Competent Staff	
Cost	Detect and Correct Failures	

APPENDIX II

Master Schedule Guidelines

- 1.0 All work groups must follow the same schedule.
- 2.0 An excessive number of 12-hour shifts cannot be worked in sequence. Three would be the maximum for nights; four would be the maximum for days.
- 3.0 At least 48 hours off will immediately follow each sequence of shifts. At least two regular days off will be scheduled in each week.
- 4.0 Time balances should cycle between +36, with an additional +4 hours as an exception.
- 5.0 Other specific rules in Section 61.9 of the Article should also be noted.

Note:

- 1. Supernumerary shifts will be worked between the hours of 08:00 and 16:00. These shifts will be spread evenly throughout the year except for July and August. Supernumerary shifts will only be scheduled in July and August if required for outage schedules.
- 2. For hours actually worked by an individual the following implementation rules apply:
 - 2.1 Maximum of 3 night shifts in a row, except for MAR list needs.
 - 2.2 A minimum of 48 hours off per pay period, except for MAR list needs.

62 SHIFT TURNOVER

- 62.1 A shift turnover allowance will be paid to employees who have been authorized to perform shift turnovers, based on the criteria in Sections 62.2 and 62.3 and in compliance with the chart below.
- 62.2 Only one person will be paid for each shift turnover, either the incoming or the outgoing shift, but not both.
- 62.3 Rights to overtime are waived in favour of the above allowance when performing normal shift turnovers. The exception to this is in cases where the turnover is 30 minutes or longer due to unusual circumstances. In such cases all time beyond normal working hours will be compensated according to the overtime provisions of this Agreement in place of the allowance.

63 RESERVE

PART XIII - WORKING CONDITIONS

64 EMPLOYMENT CONTINUITY

64.1 Scope

This Article will apply to all employees except temporary employees, and takes precedence over other provisions of this Collective Agreement with regard to vacancies and job placements unless otherwise specified. Article 34 describes the entitlements for temporary employees. Employees on leave (e.g. LTD) or on foreign assignments will be neither advantaged nor disadvantaged upon return from the leave.

64.1.1 Preference for Regular Employees

Surplus regular employees will be retained in preference to temporary employees under the following conditions:

- where the regular employees are qualified to perform the work and are able to perform the job within a reasonable period of time given the length of the assignment;
- where the work is normally performed by Society-represented employees.

Therefore, when there are both regular and temporary employees within **ESA** and a surplus arises, the surplus regular employees will be retained over the temporary employees, if the conditions above are satisfied.

In situations where there are surplus regular employees, they will be used in preference to temporary employees, if a temporary requirement arises and if the above conditions are satisfied.

64.1.2 Grievability/Arbitrability

Employees may use the grievance/arbitration procedure to appeal decisions of the joint teams referred to in this Article if they believe they have been treated unfairly. JRPT decisions and processes are grievable. It is expected that the parties will support their decisions and recommendations. This is not intended to prevent the parties from jointly agreeing to change their decisions and recommendations. The recommendations and decisions by other Joint Redeployment Planning Teams and other Joint Reasonable Offer Teams are without prejudice and cannot be used as precedents in grievance arbitration. Any agreements reached by the JSMC within the scope of Article 64 are neither grievable nor arbitrable.

64.2 Preamble and Principles of Operation

It is intended that the parties will make their best efforts to interpret, apply and administer the provisions of this Article to reflect a balance among the principles set out below and throughout this Article.

Employment continuity is an element in sustaining a work climate that supports a high level of employee commitment, performance and job satisfaction. The following principles reflect our underlying values and beliefs and provide the direction on which this Article is founded:

- 64.2.1** Career change should be expected and viewed positively.
- 64.2.2** Individuals are responsible for their own career decisions and should be involved in developing options affecting their careers.
- 64.2.3** ESA and The Society recognize the value of retaining, utilizing and enhancing the asset of employee skills and abilities.
- 64.2.4** Employment continuity issues will be discussed openly and employees and their representatives should be involved in these discussions as early as possible.
- 64.2.5** Employees will be provided with access to opportunities for learning and development and will take a proactive role in their development to prepare for the future.
- 64.2.6** It is in the best interests of both our customers and our employees for ESA to be a viable and healthy business entity with operations province wide.
- 64.2.7** Employment continuity policies must reflect a balance between the fundamental interests of ESA and its employees.
- 64.2.8** Employees will be treated fairly and with respect and dignity.
- 64.2.9** ESA and The Society recognize that there will be competing individual interests and will structure redeployment strategies which will minimize the occurrence of that competition and its negative impact.
- 64.2.10** A commitment to effective short and long range planning is critical to employment continuity.
- 64.2.11** For a JRPT to operate effectively and efficiently, it is important that it be provided with a pre-determined organizational structure and adequate/appropriate resourcing.

64.3 Definitions

- 64.3.1** "BASIC SEARCH/NOTICE PERIOD" shall mean a period of not less than 24 weeks during which a surplus employee has "priority consideration" for vacancies.

- 64.3.2** "CONSENSUS" shall mean an agreement on a given issue that all parties to the agreement can live with and publicly support.
- 64.3.3** "DECLARED SURPLUS" shall mean that the employee has insufficient seniority and/or qualifications to be matched to an ongoing position **within ESA** that is deemed to be a reasonable offer.
- 64.3.4** "EMPLOYMENT CONTINUITY" shall mean the obligation on ESA's part to provide opportunities and options to maintain productive and rewarding employment within ESA and in the event that such opportunity is not available, to provide fair and reasonable employment adjustment and terms and conditions for departure. It is an obligation on the part of the employee, The Society and ESA to actively participate in the redeployment process.
- 64.3.5** "INCUMBENCY" is a concept that a JRPT may use as a part of its redeployment process. The JRPT may identify an employee as an incumbent only if the position meets the following criteria:
1. substantially unchanged duties and responsibilities³;
 2. unchanged location¹;
 3. unchanged hours of work;
 4. unchanged salary grade.
- 64.3.6** "LATERAL POSITION" shall mean a job paid from:
- a) the same salary schedule and is the same salary grade as the employee's current grade;
- or
- b) a different salary schedule in which the salary level is equivalent to the employee's current job measured by salary grade Reference Points (100%).
- 64.3.7** "PRIORITY CONSIDERATION" shall mean an obligation to select the most suitable candidate from amongst the qualified surplus applicants for advertised vacancies for whom the vacancy represents a lateral or lower-rated position. If there are no qualified surplus applicants Management is then obliged to select the most suitable candidate from amongst those surplus applicants who can become qualified in a reasonable period of time. "Priority consideration" is provided to surplus employees.
- 64.3.8** "PROMOTION" shall mean a position in which the demands and responsibilities are greater than in the employee's current job and the position is a minimum of one salary grade higher than the employee's current job if rated on the same salary schedule or the equivalent of one salary grade higher if rated on a different salary schedule.

³ The operational meaning as determined by the JRPT.

- 64.3.9** "QUALIFIED" shall mean having the qualifications and experience required to perform the job within a reasonable period of time, normally not expected to exceed six months.
- 64.3.10** "SENIORITY" shall mean all prior service with Ontario Hydro and ESA or other eligible seniority as per the transition provisions in Section 9.4 regardless of breaks in employment, employee category and/or bargaining unit/representational status. Regular employees who currently work reduced hours or have done so in the past, will have such service calculated as if it were full-time. In the event that a contractor is determined to be dependent, service shall be counted from the date of a declaration of dependent contractor application to the OLRB or the date of joint agreement between ESA and The Society regarding contractor status.
- 64.3.11** "SERVICE" for the purpose of calculating severance shall mean the employee's Established Commencement Date (ECD) and does not include any external experience credits. Employees who have received severance pay under this Article shall not be entitled to the service used to calculate previous severance pay in any future employment with ESA.
- 64.3.12** "SERVICE BASED SEARCH/NOTICE PERIOD" shall mean a search/notice period based on the surplus employee's Service Recognition Date (SRD) plus External Experience Value (EEV), during which a surplus employee has "priority consideration" for vacancies.

64.4 Notification and Involvement of The Society

64.4.1 Principle of Prior Involvement

Prior to making final decisions on significant organizational or operational changes that have an adverse impact on the employment continuity of Society-represented employees, ESA will establish a team in a timely manner, which will include representatives appointed by The Society. The team will examine how the organizational or operational change will be implemented and will strive to develop mutually acceptable recommendations in a timely manner for the appropriate level of Management based on this examination. In the event that recommendations are not developed or the recommendations are not accepted, ESA will make the final decision.

64.4.2 Notification

In the event that an ESA business decision has an adverse impact on the employment continuity of Society represented staff, The Society will be notified as soon as possible.

An adverse impact may arise due to organizational and operational changes that include technological changes, workload changes, and business process re-engineering and all other circumstances where the numbers of Society represented employees are reduced and/or positions with incumbents are either

eliminated or significantly changed (e.g. a change to job duties and/or skills/qualifications and/or rate as covered in the job document).

64.4.3 Involvement

The Society will be involved in all decisions respecting how Society represented employees are treated with respect to this Article.

There are three levels of involvement. They are as follows:

a) Joint Consultation

ESA and The Society will discuss the issue and attempt to reach a jointly acceptable course of action.

Failing an agreement, ESA will make the final decision.

b) Joint Recommendation

ESA and The Society will attempt to reach consensus on an issue, which will form the basis of a recommendation to senior management.

In the event a consensus is not reached, the issue will be managed in accordance with the negotiated default contained in the relevant provisions of this Article.

c) Joint Decision

ESA and The Society are obliged to reach an agreement on the issue.

64.4.4 Voluntary Surplus

In circumstances where Management is aware that job loss may occur, Management in its discretion may agree to a voluntary termination by an employee in the affected work group. In such cases, employees who terminate their employment, will be entitled to their own entitlement for search notice and severance, plus an additional week of severance for each completed year of service, to a maximum additional payment of 26 weeks' pay. The combined total of the employee severance entitlement, plus the additional week under this Article cannot exceed 78 weeks.

64.4.5 Annexations and Redeployment

In advance of any annexation (as provided for under Section 83.7 of the Power Corporation Act), the parties will meet to discuss and attempt to resolve issues associated with adverse impact and Article 64 of the Collective Agreement. These discussions are without prejudice to the exercise (by an employee or The Society) of rights under Article 64 and do not pre-determine whether or not Article 64 will be triggered.

64.5 Set Up Joint Redeployment and Planning Team

ESA shall decide the organizational structure required to carry out approved work programs.

ESA and The Society will appoint an equal number of representatives to the Joint Redeployment and Planning Team. This team will develop a redeployment plan, which minimizes to the extent possible, the effect on and number of employees to be declared surplus, consistent with the need to carry out ESA's work and be responsible for overseeing its implementation. The team is also responsible for communications to affected staff. The Joint Redeployment and Planning Team will develop its recommendations/decisions by consensus using problem solving techniques.

Senior Management (e.g., Directors, General Managers) shall meet to discuss with the Joint Redeployment and Planning Team the number and type of positions that will no longer be required.

64.6 Joint Planning - Responsibilities of the JRPT

- a) The Joint Redeployment and Planning Team will review its proposed redeployment plan with the Senior Management (e.g. Directors, General Managers) and **Society Local Vice President(s)** in the work unit in at least two stages. The first report will include recommendations/decisions with respect to:
 - i) Development of a process and strategies for redeploying staff within **ESA** (refer to 64.6.2).
- b) The second report will include recommendations/decisions with respect to:
 - i) The preparation of seniority lists and identification of surplus staff (refer to 64.6.3).
 - ii) Identification of redeployment tools for the purpose of minimizing involuntary terminations (refer to 64.6.5).
- c) Senior Management (e.g. Directors, General Managers) will be required to:
 - i) approve each report as a package; or
 - ii) request the team to reconsider specific issues and to either confirm or agree to change specific recommendations.
- d) Failing joint agreement on the team's proposal in full, Senior Management (e.g. Directors, General Managers) will be required to reject the proposal in full and implement a plan based on the defaults in this Article. Differences related to the interpretation, application or administration of the redeployment plan may be submitted to the grievance/arbitration procedure.

e) **Continuing Responsibilities of the JRPT**

Respond to questions and grievances related to its process and decisions.

f) **Local accountabilities for:**

- i) Minimizing surplus.
- ii) Determining an implementation plan for JRPT redeployment recommendations. This responsibility includes identifying clear accountabilities for the use of the redeployment tools.
- iii) Testing possible vacancies against the surplus employees.
- iv) Testing rotations that are greater than six months against the surplus employees.

shall be clearly assigned in the JRPT's second report.

- g) The parties agree to the establishment of the Redeployment Information Service, which will manage and coordinate information related to placement opportunities for surplus staff and provide support services to local Society and Management representatives.
- h) With respect to the application of 64.10.2, ensure that purchased services contracts are reviewed by ESA throughout the redeployment process.

64.6.1 Unit of Application

64.6.1.1 Definitions

For the purposes of Article 64, the Unit of Application is ESA.

64.6.2 Process for Staff Changes - Mix and Match

The Joint Redeployment and Planning Team will develop the mix and match procedures to fill positions in the new organizational structure from employees within **ESA**. The intent is to sort employees within **ESA** among the jobs in the new organizational **structure** on the basis of qualifications and seniority. In the event there are no qualified employees from **within ESA**, the positions will be advertised in accordance with Article 65.

JRPTs are expected to keep accurate records of the reasons for deeming employees not qualified. Upon request, the employee will be provided with the written reasons for being deemed not qualified.

64.6.2.1 Mix and Match Rules

- 1) No promotions, i.e., only laterals or demotions are permitted in a mix and match process. (Note: Exceptions are described in 64.6.2.1 (10) and 64.6.3).

- 2) The process must be open and participatory and involve individual employees in planning and an agreed-upon form of posting within **ESA**.
- 3) In the event there are more qualified candidates than positions available in the new organization, then the most senior of the qualified candidates will be selected to fill the positions.
- 4) If a job offer is found to be unreasonable by the Joint Reasonable Offer Team, then the employee will be allowed to refuse it and be declared surplus with full entitlements.
- 5) Employees who accept a lower-rated position or who experience a reduction in hours of work as a direct result of Mix and Match will be entitled to the provisions of 64.8 "Compensation".

6) Pregnancy Leave and Paid Parental Leave

The employee should be treated as though he/she is at work.

7) Other Leaves/Absences

- If the return date is known and it will occur during the Mix and Match (or shortly thereafter), the JRPT should normally include the employee in the Mix and Match.
- If the employee's anticipated return date is not shortly after the conclusion of the Mix and Match, he/she would not normally be included in the Mix and Match. His/her employment continuity rights would be exercised upon his/her return.
- Where an employee is not included in the Mix and Match, the JRPT needs to determine whether the position held by that employee prior to the start of the leave/absence will be included in the Mix and Match.

The JRPT should consider each circumstance on a case-by-case basis, considering such things as the employee's availability to participate.

8) Out-of-Province Assignments

Refer to 6.4 “Employment Continuity during Temporary Out-of-Province Assignments”.

9) Temporary Assignments/Rotations

Normally, employees will exercise the redeployment rights applicable to their regular positions. Exceptions:

There will be a local joint review with respect to the duration of an assignment where it is greater than two years and is outside The Society’s jurisdiction.

At the outset of the assignment, the employee will be advised of his/her rights with respect to Employment Continuity as described below:

- For assignments of two years or less, the employee will return to The Society’s jurisdiction for redeployment.
- For any portion of an assignment beyond two years, the employee will remain in the jurisdiction of the assignment position for the purpose of exercising redeployment rights.

Employees whose regular positions are outside of The Society’s jurisdiction but who have been acting in positions within The Society’s jurisdiction for at least two years continuously *and* who can demonstrate a severe disadvantage by returning to their regular position will be allowed to exercise redeployment rights within The Society’s jurisdiction. These situations will be reviewed on a case-by-case basis by ESA and The Society.

10) Employees Previously Demoted via Article 64

An employee previously demoted through the application of Article 64 is eligible for consideration at up to his/her previous higher level during a subsequent Mix and Match subject to the following:

- The subsequent Mix and Match (i.e., upon approval of the first report) must occur within two years of the date that the employee reported to the lower-rated position.
- Displacement of another employee at a level higher than their current level is not permitted.

11) Promotion-in-Place Programs (PIP)

- a) Employees in a PIP will be retained in their PIP (should it continue to exist) based on seniority, subject to item (d) below.
- b) Employees in non-PIP positions or in other PIPs will be considered for PIP positions subject to the following:
 - i) for lateral or lower-rated levels of the PIP only;
 - ii) must be minimally qualified at the entry level of the PIP;
 - iii) able to achieve the terminal level of the PIP;
 - iv) placement is based on seniority.
- c) Employees in a PIP position will be considered for non-PIP positions for which they are qualified, subject to the following:
 - i) considered for lateral or lower-rated positions;
 - ii) placement is based on seniority.
- d) ESA may determine a minimum number of employees qualified at the terminal level of the PIP at an appropriate work unit level (e.g., Division, Department, Section).

12) Participation of Surplus Employees

Surplus employees will participate in any subsequent mix and match process in **ESA**.

Their search/notice clocks will be stopped at the time the first JRPT report is approved and restarted upon approval of the second JRPT report if the employee is still surplus. An employee will retain priority consideration for any vacancy he/she has applied for prior to stopping of his/her clock.

A surplus employee not placed through a subsequent mix and match will have his/her clock restarted at the point it was stopped.

64.6.2.2 Available Options if Employee Refuses a Job Offer

The Joint Redeployment and Planning Team will decide during the planning process which options will be available to an employee who rejects an offer that is upheld by the Joint Reasonable Offer Team (refer to 64.7.3) as reasonable. The affected employee must, within 48 hours of being advised of the decision, choose between the option (or options) as made available by the Joint Redeployment and Planning Team. The options are:

- a) Accept job offer; or
- b) Confirm refusal and terminate with 75% of lump sum payments as per Subsection 64.9.2 (a); or
- c) Confirm refusal and be declared surplus with 50% of the normal search/notice period and 50% of the normal severance entitlement.

If there is no Agreement by the Joint Redeployment and Planning Team on the options, then (a) and (b) will be available.

Note: While option (a) is always available, the JRPT may choose to provide option (a) in combination with (b) and/or (c).

Exception: Employees who have been demoted as a result of the direct application of Article 64 and who, in a subsequent mix and match, face a demotion again due to the direct application of Article 64 will be allowed to choose between accepting the demotion or being declared surplus with full entitlements. They will not be required to submit to the JROT process.

64.6.2.3 Refusal of an Incumbent Position

Where an employee has been declared to be an incumbent to a position by the JRPT, he/she will not be entitled to file a challenge with the JROT in relation to the incumbent position. If the employee does not accept a match to his/her incumbent position, he/she may be deemed by Management to have voluntarily terminated his/her employment with ESA.

64.6.3 Identification of Surplus Employees

The Joint Redeployment and Planning Team will compare the seniority of employees performing work, which requires substantially the same qualifications and experience. In addition the team will compare the qualifications and experience of displaced employees with the qualifications and experience required by lateral or lower rated positions in **ESA** and retain the most senior at

that level in descending order. Through this process the Joint Redeployment and Planning Team shall decide by consensus which employees within **ESA** have greater seniority and shall be retained to fill the ongoing positions and which employees have least seniority and shall be declared surplus subject to (a) and (b) below.

Seniority rights apply to lateral and lower rated positions but are not applicable to higher rated positions. The exception to this can occur where there are essentially no lateral or demotional positions with respect to which an employee can exercise his/her Employment Continuity rights and where the JRPT believes there are reasonable opportunities for promotion. The JRPT will identify the individual employee(s) or categories of employees facing these circumstances and the positions or categories of positions that represent promotional opportunities.

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

Employees paid from Schedules 04 and 18 will not normally have their seniority considered with employees from Salary Schedules 01 or 02. The Joint Redeployment and Planning Team may decide on exceptions when Salary Schedule 04 and 18 employees have achieved at least Step 5 and have greater seniority than entry level employees on Salary Schedules 01 or 02 or where Salary Schedule 04/18 is being used as a salary bridge for employees selected to Salary Schedules 01 or 02 positions.

For the purposes of Subsection 65.6.3 where the Joint Redeployment and Planning Team has agreed to make exceptions based on the above circumstances, such employees paid from Salary Schedule 04 or 18 will have priority consideration in the same manner as other Salary Schedule 01 or 02 surplus employees. Where the Joint Redeployment and Planning Team does not accept that the circumstances warrant exceptions, surplus employees paid from Salary Schedules 04 or 18 will have priority consideration for MP2 and equivalent or lower rated vacancies following consideration of the surplus regular employees from within the bargaining unit and before the applications of all other employees.

Employees from outside of the bargaining unit shall not displace Society-represented employees.

In the event that the team is unable to reach consensus on the identification of surplus employees, ESA will determine who is declared surplus in accordance with the provisions of Subsection 64.6.3.

a) Viability of the Work Unit

If the ability of the organizational unit to adequately perform its functions is placed in jeopardy by the application of seniority, the Joint Redeployment and Planning Team may decide to protect sufficient lesser service employees to restore the viability of the organizational unit. If the team is unable to reach consensus, then Senior Management (e.g., Directors, General Managers) will decide. In situations where junior staff are protected by the implementation of this Subsection, greater service employees who cannot be placed as a result of such protection shall have the right to have their seniority applied across **ESA**.

b) Employment Equity

If employment equity programs will be seriously set back, the Joint Redeployment and Planning Team may by consensus agree to protect sufficient lesser service employees in order to prevent such a set back from happening and extend the same provisions as set out in (a) above. This provision is not intended to further or enhance employment equity initiatives. Where the team has not reached consensus on the need to protect lesser service employees because of employment equity concerns, then the normal rules for identifying surplus employees on the basis of seniority will apply as outlined above in Subsection 64.6.3.

64.6.4 Declared Surplus

Employees declared surplus will receive written notice at the outset of their search notice period. Surplus status can be withdrawn at any time. The written notice shall contain:

- The cause of the surplus.
- A reference to this Article.
- The expected expiration date of the search notice/period (termination date).
- The right to **ESA-wide** priority consideration for vacancies in accordance with Subsection 65.6.3.
- The total severance entitlement.
- The anticipated date the employee will vacate his/her position.
- The expectation that the employee is expected to actively pursue internal and external placement opportunities.

64.6.4.1 Declared Surplus Significant Inequity Rights

A significant inequity requires:

- 1. a declared surplus employee with eight or more years' service; and**
- 2. with five or more years' lesser service performing work for which the senior employee is qualified.**

A significant inequity can occur:

64.6.4.1.1 ☐ within ESA within a Business Unit

The senior employee in the Significant Inequity situation will be offered a choice of:

- a)** displacing the most junior employee from a position for which he/she is qualified within two salary grades below his/her position provided the most junior employee has five or more years' lesser seniority. If such a displacement is not available, then the employee may displace the most junior employee in the next lower salary grade in descending order under the same conditions as stated above; or
- b)** the right to apply with first priority consideration over all other surplus employees to Society vacancies, in accordance with Article 65.6.3, on a lateral or demotion basis; or
- c)** voluntary termination with entitlement to the provisions in 64.10.1(a). If the employee has chosen (b) above, he/she may at any time elect (c).

64.6.4.1.2 ESA Wide

The senior employee in the Significant Inequity situation will be offered, upon self-identification to the JRPT, a choice of:

- a)** the right to apply with first priority consideration over all other surplus employees to Society vacancies, in

accordance with Article 65.6.3, on a lateral or demotion basis; and/or

- b) voluntary termination with entitlement to the provisions in 64.10.1 (a). If the employee has chosen (a) above, he/she may at any time elect (b).

64.6.4.1.3 Split Organizational Units

To displace beyond the Business Unit, the following conditions must be satisfied:

1. The senior and junior employees must have been in the same organizational unit within 12 months prior to the date of self-identification to the JRPT.
2. The organizational unit must have been split.
3. The junior employee must not be part of the senior employee's current unit of application.
4. The junior employee must be in a position performing a function that was in the same organizational unit as the senior employee within 12 months of self-identification.

The senior employee will be offered, upon self-identification, the following choices:

- a) displacing the most junior employee as per Section 64.6.4.1.1(a) within his/her current Business Unit;
- b) if (a) above is not available, then the same displacement rights will apply within all split portions of the original organizational unit;
- c) the right to apply with first priority consideration over all other surplus Society employees to Society vacancies, in accordance with Article 65.6.3, on a lateral or demotion basis; and/or

- d) voluntary termination with entitlement to the provisions in 64.10.1 (a). If the employee has chosen (c) above, he/she may at any time elect (d).

64.6.4.1.4 Significant Inequity Bump and Vacancy Issue

When exercising the option to displace, and a vacancy exists within the unit affected by the significant inequity rights, normally a vacancy will be considered to be the "least senior employee" and the displacement will occur into that vacancy. The exceptions to this are:

- i) Where the vacancy is lower rated than the position that the least senior employee occupies; or,
- ii) Where displacement into the vacancy requires a move that would not otherwise have occurred had the least senior employee been displaced.

When one (or both) of the exceptions applies, the displacing employee has the option of:

- a) displacing the least senior employee, if that employee is qualified to perform the duties and responsibilities of the vacant position; or
- b) displacing into the vacancy.

64.6.4.1.5 Rights of Displaced Employees

An employee who is displaced as a result of the application of this section will be entitled to all of the provisions of Article 60, including the provisions of this section.

64.6.4.1.6 Significant Inequity

Where an employee has at least 8 years' service and is within one of the following functional groups, such an employee may displace an employee in the same functional group with at least 3 years' less service, who is performing work for which the senior employee is qualified:

Finance, Human Resources, Health and Safety,
Procurement, Real Estate.

64.6.4.2 Voluntary Surplus

An employee from the affected unit of application who would not otherwise be surplus may volunteer to be declared surplus, subject to the following:

- a) The withdrawal of surplus status will be offered in seniority order to those surplus employees who are qualified to perform the duties and responsibilities of the position of the employee who is volunteering.
- b) The surplus employee will not be considered for a promotion, but may be considered for a promotion-in-place position.
- c) This must result in the withdrawal of surplus status from the surplus employee.
- d) The employee who is volunteering to be surplus will assume the surplus entitlements of the surplus employee who has his/her surplus status removed. A JRPT may recommend that different entitlements be made available to employees volunteering to be surplus.
- e) The exchange of employees arising out of the application of these provisions is subject to the approval of ESA. The decision to approve (or disapprove) will be on the basis of further disruption to the work of the affected work unit.

64.6.5 Redeployment Tools

These would include, but are not limited to, the use of rotations, bridging to retirement, early retirement, retraining, and external placement.

These tools are not contractual entitlements but rather are methods for consideration by the Joint Redeployment and Planning Team.

64.6.5.1 Bridge to Retirement

A declared surplus employee who is close to retirement may wish to exchange severance pay for a working bridge to retirement subject to the following conditions:

- The surplus employee must make a decision to opt for a bridge within 4 weeks of being declared surplus.

- The period of time that represents the bridge would commence at the end of the search notice period.
- The time period for which the bridge exists will not exceed the equivalent weeks of severance pay.
- At the end of the bridging period the employee will terminate employment.
- This decision is irrevocable.

64.6.5.2 Bridging for Future Workload

Surplus employees may be assigned to perform work in temporary positions, which bridge them to a point in time where additional ongoing work requirements exist, subject to the following conditions:

- That access to such positions be equitable (e.g. involve some form of advertising).
- Surplus employees shall have their surplus status and rights withdrawn when selected to bridging positions.
- Bridging could also include work sharing and job sharing where there is Agreement with the employees involved.

64.6.5.3 Rotations

Rotational opportunities should be used for developmental purposes and not to replace a legitimate vacancy. The following conditions will apply when rotational opportunities are used as a redeployment tool:

- Posting of rotational opportunities should be in accordance with Article 65.
- The posting should include basic information such as position name, salary level, location, a description of the duties, starting date and proposed duration of the rotation.
- The selection process should use formal selection criteria.
- Interviews will be the responsibility of the receiving unit.
- Rotations will normally be from six (6) months to two (2) years.

- Terms and working conditions while on job rotation will be in accordance with Article 65.
- In the event that the search/notice period continues during the rotation, the surplus employee will not be restricted from applying to vacancies or from subsequently being released in a reasonable period of time, if he/she is the successful applicant.

64.6.5.4 Retraining

Retraining is intended to enhance the skill and qualifications of the surplus employee thereby increasing his/her marketability. It can include formal classroom training as well as developmental assignment within or external to ESA.

64.6.5.5 Educational Leave

The intent is provide the surplus employee with the opportunity to enhance his/her potential for redeployment.

Treatment will be in accordance with the ESA policies on Educational Leave (see Article **97**).

64.6.5.6 External Placement

External placement assistance may be provided, at ESA's discretion, to a maximum value of two (2) weeks' salary (e.g. Outplacement counseling, legal or financial counseling, external job search expenses.).

64.7 Re-assignment of Declared Surplus Employees

Surplus employees who have not been placed into a regular position will normally be reassigned to work of a different nature within the basic search/notice period. This work should complement and assist the employee's redeployment by ideally providing opportunities to develop skills.

Probationary employees who are not placed within eight weeks of their declared surplus date will be terminated and will be entitled to a payment equal to the amount of time remaining in the basic search/notice period. A probationary employee will not have the time that he/she is declared surplus credited towards the attainment of regular status.

64.7.1 Search Notice Period

64.7.1.1 Procedures

All full-time and reduced-hours employees who are declared surplus will have a search/notice period calculated as follows:

- no less than a 24 week basic search/notice period;

plus

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

Salary Grade Hired Into	Credit
MP1/FMP11/TMS1-2/TS1/TS6/OSS1-8/SCT3	2 weeks
MP2/FMP12/MF22/TMS3/TS7-8/OSS9/SCO1	4 weeks
MP3/FMP13/MF23/TMS4/SEI1/TS9-10/OSS10/SCO2	6 weeks
MP4/FMP14/SEI2/TMS5/OSS11/SCO3	8 weeks
MP5/FMP15/OSS12/SCO4	10 weeks
MP6/FMP16/HO1	12 weeks

- For reduced hours employees, the service-based search/notice period will be calculated as if all service had been worked full-time.

The total search/notice period will not exceed 60 weeks.

64.7.1.2 Interruption of Search/Notice Period

Intent:

The search/notice period will normally run continuously uninterrupted, except where circumstances seriously impede the employee's ability to search for a new job or interfere with the employee's timely release to accept a new job. In those situations where the search/notice period is suspended, the right to priority consideration is also suspended, except as outlined below.

Specific Circumstances:**a) ESA Assignments Outside of Ontario**

If the assignment is greater than one year, the surplus employee will be entitled to a 24-week search/notice period or the remainder of his/her search/notice period whichever is greater, upon return to ESA. If the assignment is less than one year, the search/notice period will continue unless the employee is not available to search for a new position in which case the search/notice period will be suspended. (See also Article 6 "Employees on Temporary Out-of-Province Assignments".)

b) Secondments

If the term of the secondment is defined, then the surplus employee is given the same treatment as described for out-of-province assignments. If the term of the secondment is undefined, then the employee is considered placed.

c) Pregnancy and Paid Parental Leave

- The search/notice period is suspended when the employee commences the leave. It continues when the employee returns to work.
- The rights associated with being declared surplus do not cease during the leave.

d) Other Leaves (e.g. Unpaid Parental Leave, Educational Leave etc.)

The search/notice period and any associated rights are suspended.

e) Rotations/Temporary Assignments

Normally, surplus employees are expected to continue their job search and be available for placement. However, if the nature of the rotation/ temporary assignment is such that the surplus employee is precluded from reasonably participating in the job search, the search/notice period shall be suspended for the duration of the assignment. Such decisions should be made at the outset of the rotation/temporary assignment.

f) WCB/LTD/Long Term Sick Leave

The Joint Redeployment and Planning Team will examine each case on its own merits and in the context of the intent of this Subsection.

64.7.2 Acceptance/Rejection of Job Offers

64.7.2.1 A surplus employee will have up to 7 calendar days to accept or refuse an offer of a position.

64.7.2.2 Assessment of Suitability

If there is more than one applicant for a vacancy within The Society's jurisdiction, the applicants will be considered in the priority set out in Subsection 65.6.3.

Within each category the most suitable candidate will be selected.

64.7.2.3 Right of Refusal - 24-Week Basic Search Period

A surplus employee may refuse any offer of employment without penalty.

64.7.2.4 Right of Refusal - Service-Based Search Notice Period

If the surplus employee refuses a job offer that is within 2 salary grades lower, he/she will either:

- i) terminate employment with severance pay;
- or
- ii) challenge that the offer is not a reasonable one. If the challenge succeeds, the surplus employee will continue on the job search period. If the challenge fails, the surplus employee will accept the offer or be terminated with 50% severance pay.

64.7.3 Reasonable Offer Challenge Process

A Joint Reasonable Offer Team (JROT) will be established for each Unit of Application established under this Article.

This team will resolve employees' appeals arising from offers made during the mix and match process. Offers made subsequent to the final report of the JRPT

process shall be subject only to the grievance/ arbitration and not to the JROT process.

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

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

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

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

64.7.4 Legal Notice of Termination of Employment

It is agreed that the basic search/notice period and the service based search/notice period are sufficient and full notice as per the requirements of the relevant legislation. This Article is the Adjustment Plan as required under the Ontario Labour Relations Act and meets the requirements of the Canada Labour Code, Part III, Division IX, Group Termination, for federally regulated employees.

64.8 Compensation

64.8.1 Salary Maintenance

64.8.1.1 The surplus employee's base rate of pay will be maintained, including economic increases and special allowances in the case of TMS staff until placement or termination.

64.8.1.2 If the surplus employee accepts a position at the same salary level, salary maintenance will continue as in Clause 64.8.1.1. subject to later performance reviews. Entitlement to special allowances for TMS staff will reflect the conditions of the new position.

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

Exception:

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

- 64.8.1.4** Premiums will be calculated on the basis of the performance standing assessed for the lateral or lower rated job.

64.8.2 Reduction in Hours of Work

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

64.8.2.1 Principles

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

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

- a) The Society and ESA will attempt to reach a local agreement on a transition, which would allow the affected employees to work additional hours above the 35 hour base for an extended period of time with staged reductions.
- b) Local agreements will continue to apply to the affected employees without change (e.g. ENCON, TOB).

- 64.8.2.3** Failing agreement in accordance with Clause 64.8.2.2, the following treatment will apply:

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

64.9 Severance, Lump-Sum Payments and Voluntary Resignation

64.9.1 Severance

Severance pay for the purpose of this Article will be calculated, for employees with less than 20 years' service, at a rate of 2 weeks for each year of service at the termination of employment date. Employees with a minimum of 20 years of service shall receive severance pay of 3 weeks per year of service at the termination of employment date to a maximum of 78 weeks. It will be calculated at the weekly rate for base hours of work for the full-time position (refer to Section 71.2) to the nearest whole month (30 days). Credit will be given on a prorated basis for any service, which exceeds a whole year to the nearest whole month (30 days). The relativity allowances paid to TMS staff will be treated as base salary in the calculation of severance for TMS staff.

Severance pay is paid only when employment has terminated.

Persons receiving severance pay will not be considered employees for the purpose of any benefit, service accumulation nor for any other purpose from the day of termination except for recall as per Section 64.12.

The maximum amount of severance is 78 weeks.

64.9.2 Lump Sum Payments and Voluntary Resignation

Surplus employees are entitled to voluntarily resign their employment rather than proceed with redeployment.

Surplus employees will be entitled to the residual search/notice period and severance entitlement in the form of a lump sum payment in lieu of their continued rights in accordance with the following:

a) Voluntary Termination During the Basic Search Notice Period

One hundred percent (100%) of any unused portion of their basic search notice period *plus* 50% of their service based search notice period *plus* 100% of their severance pay entitlement.

b) Voluntary Termination During Service-Based Search Notice Period

50% of the unused portion of the service based search notice period *plus* 100% of their severance pay entitlement.

Reduced hours employees will be entitled to lump sum payments, which reflect pay for Normal Scheduled Reduced Hours (See Section 71.2).

64.9.2.1 Previous Severance and Lump Sum Payment

Surplus employees who have received a payment under Subsection or Clause 64.7.2.4 "Right of Refusal - Service Based Search Notice Period", 64.9 "Severance Lump Sum Payments and Voluntary Resignation", Section 64.10 "Purchased Services", or the predecessor Agreement "S3", will have their severance calculated on the basis of continuous service since the last time severance was paid.

64.10 Purchased Services

64.10.1 Employees who are surplus as a result of purchased services will have the following additional entitlements:

- a) If the surplus employee voluntarily terminates his/her employment prior to the end of the basic search/notice period, he/she will be entitled to 100% of the unused portion of the basic search/notice *plus* 75% of their service based search/notice period *plus* 100% severance pay.
- b) If the employee is placed into a lower-rated position, then he/she will be entitled to one additional economic increase at his/her former rate prior to having the rate frozen.
- c) The employee may be allowed to bid on the work being considered as a purchased service subject to the following conditions:
 - there be no preference for the bid;
 - if the surplus employee is the successful bidder, his/her employment will automatically terminate and he/she will receive severance pay; and
 - the surplus employee will be entitled to the equivalent of two weeks' salary if he/she is the successful bidder to assist in setting up his/her business.

Note: (c) will only form part of this Article if in ESA's opinion it is feasible.

- d) The surplus employee will be entitled to enhanced outplacement services equivalent to one week's salary guaranteed plus two additional weeks' salary at ESA's discretion.

64.10.2 Prior to the involuntary termination of surplus employee(s) under this Article and where there are purchased services operating within the Unit of Application, ESA will review the purchased services contract with a view to determining if it would be a sound business decision to terminate the purchased services contract(s) based on consideration of such factors as the cancellation charges in the contract and the cost of the layoff.

64.11 Termination of Employment

If a surplus employee is not placed by the end of the service based search period, he/she will be terminated with a severance pay entitlement as per Subsection 64.9.1 "Severance".

Throughout this Article, wherever surplus employees eligible to retire terminate their employment voluntarily or involuntarily, such employees will be entitled to full retirement benefits in addition to full entitlements under this Article.

64.12 Recall Rights

Surplus employees whose employment is about to terminate because their search/notice period has expired are entitled to the following:

- a) a terminating surplus employee will be eligible for either:
 - a weekly paid severance payment with entitlements to recall;
 - or
 - a lump sum severance payment with no right to recall.
- b) terminated surplus employees will be eligible for recall rights for 12 months from the date of their termination.
- c) former surplus employees with recall rights will be considered for vacancies in the bargaining unit as per Article 65.6.3 (f) paragraph 2, including their right to grieve non-selection (refer to Subsection 65.6.3).
- d) weekly severance payments will cease in the event a terminated former surplus employee is rehired.
- e) severance pay received prior to recall will be subtracted from any future severance pay entitlements under this Article.
- f) persons on recall are not employees and shall not be entitled to any benefits provided to employees except recall rights as noted above.
- g) notwithstanding clause (f) above, persons on recall shall be provided with coverage under the ESA Health and Dental Plan from the date the right of recall commences for a period of 6 months or until the commencement of alternative employment whichever comes first.

64.13 Relocation and Housing Assistance

- 64.13.1** ESA will restructure the cost of relocation so it mitigates the disincentive in the redeployment of surplus staff.

- 64.13.2** A surplus employee in a community where ESA's presence influences the housing market, e.g. Atikokan, Port Elgin, etc. may avail himself/herself of the House Evaluation and Guarantee Plan in accordance with the ESA policy.

65 VACANCIES (RELIEF, ROTATIONS AND SELECTIONS)

65.1 Intent

To provide open, fair access to career opportunities and enable ESA to optimize staffing requirements over time.

65.2 Definitions

"Relief/Rotations" assignments are short assignments where an individual is assigned duties outside their normal job duties.

"Relief" assignments will mean short-term assignments (normally up to 3 months) where an individual is appointed to act temporarily in an ongoing position or which is expected to become an ongoing position. In some cases, the individual may not be required to perform all of the duties and responsibilities of the position.

"Rotations" will mean assignments normally greater than 3 months but not exceeding 2 years in duration in positions, which are not expected to be ongoing.

65.3 Advance Planning

Prior to filling the work assignment, Management will meet with the local Society representative to discuss the nature of the requirement (e.g., relief, rotation) its expected duration, the selection process and whether there is an expectation that the work assignment will result in an ongoing position.

65.4 Relief

65.4.1 Relief is used to cover (a) short-term absences for vacation, sickness, relief absences, etc., (b) short-term bridging periods for selection or rotation, and (c) short-term emergency situations.

65.4.2 The process for selecting the employee to fill the relief assignment should be easy and quick and provide a fair opportunity to employees in the work unit to perform relief.

65.4.3 If there is mutual agreement between The **Society Local Vice President** and Management prior to the beginning of the relief assignment, the relief assignment and the incumbent(s) can run for a period of up to one year. In the absence of mutual agreement, the relief assignment is limited to 90 days.

65.4.4 Relief assignments will not be used continuously to avoid advertising either a rotation or an ongoing position.

65.4.5 Pay treatment while on relief will be in accordance with Article 66.

65.5 Rotations Within the Bargaining Unit

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

Rotations are used to accomplish work for situations that occur between short-term relief and ongoing positions. At the completion of the rotation, the employee will return to his/her original position or a comparable position normally within the sending unit, except in the circumstances where the employee is surplus (see Article 64).

65.5.1 Principles

Job rotations serve many purposes such as:

- a) to provide development opportunities to employees consistent with their career objectives;
- b) to allow Management to meet temporary work programs and work load requirements;
- c) to manage work performance or to test skills and capabilities where it is believed that an employee's skills and capabilities may be better utilized in another position;
- d) to broaden the experience of employees so that they may better perform their regular jobs;
- e) to provide employees with the opportunity to develop new skills for career advancement or to enhance career options in the case of anticipated redeployment or technological change which could result in skill redundancy or obsolescence;
- f) to meet ESA's employment equity objectives;
- g) to provide Management with flexibility in resourcing regular positions as a result of employees being provided rotational opportunities and temporary relief assignments.

65.5.2 Rotations, which are expected to last six (6) months or longer in duration, will be posted unless there is agreement with The Society. The scope of the posting will be determined by the receiving unit and may be within the Department, Division/Business Unit or **ESA-wide**.

Unless there is mutual agreement, the rotation will not continue beyond two years except where the position is formally identified as an ongoing training position.

A job rotation posting should include basic information such as the position name and location, salary level, a description of required duties, starting date and proposed duration of the rotation.

- 65.5.3** The optimal selection process is one in which the employee's interest in the job rotation opportunity, the sending unit's ability to release the employee and the receiving unit's interest in the employee coincide. Rotations will be voluntary.

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

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

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

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

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

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

65.6 Selections for Assignments Other Than Relief or Rotations

- 65.6.1** All vacancies for assignments, which do not fall into the category of relief or rotations, shall be advertised **ESA-wide** unless there is Agreement with The **Society Local Vice President** or the following conditions apply:

- a) during implementation of Article 64 (Employment Continuity);
- b) laterals or demotions in the case of sickness; employees with disabilities or special needs; employees returning from rotations, LTD, leaves of absence, foreign assignments, secondments/assignments outside ESA;
- c) performance management that takes place following consultation with The Society;

- d) ongoing exceptions in specified organizational units where there has been joint agreement of the JSMC;
- e) “promotions” within a promotion-in-place plan or a proposal which has the joint agreement of the JSMC in accordance with Subsection 33.3.1. Vacancies for positions in a promotion-in-place plan will be advertised in a manner which informs employees that the position is included in a promotion-in-place plan and that where the best candidate does not satisfy the qualifications or experience required for the end position the employee may be offered the position at a lower rate and be promoted in place.

Employees in categories (a) to (e) in subsection 65.6.3 will be considered at all levels of the PIP prior to those employees in categories (f) to (h) and subject to unit viability. Unit viability, which would alter this consideration, will be discussed in advance of advertising the PIP.

Exceptions to provide for the advertising of the position at a lower rate than the end position will be permitted by joint agreement between The **Society Local Vice President** and the Business Unit Leader based upon a balanced consideration of:

- future work planning needs
- providing developmental opportunities for lower-rated staff outside of the promotion-in-place plan
- current work requirements
- unit viability and the need to have sufficient number of staff in the end positions.

In such cases, the vacancy notice will state that the position is part of a PIP Plan and surplus employees will be considered for placement at a lateral level.

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

65.6.2

All applications, which represent a promotion, must be processed.

When an application to an advertised vacancy represents a lateral or demotion to a non-surplus employee, the following will apply:

- a) Applications from employees with less than one year's service in their current position will be processed and considered if the employee's supervisor agrees.
- b) Applications from employees with one to three years' service in their current position will be processed and considered if, in the opinion of the current supervisor and the hiring supervisor, the move on balance would be in the best interest of ESA and the employee.
- c) Applications from employees with over three years' service in their current position will normally be processed and considered unless the move would seriously jeopardize the viability of the work unit.

65.6.3 Selection Priority for Vacancies

If there is more than one applicant for a vacancy within The Society's jurisdiction, the applicants will be considered in the priority set out below:

- a) Surplus Society-represented employees who have elected the priority consideration option in Subsection 64.6.4.1 (Significant Inequity).
- b) Surplus Society-represented applicants for whom the vacancy represents a lateral or demotion including surplus trainees applying for MP2 or equivalent or lower rated positions on Schedules 01 and 02 who have progressed to at least Step 5 and who were mixed and matched with Schedule 01 and 02 employees.
- c) Surplus employees paid from Salary Schedules 04 or 18 who were not mixed and matched with Schedule 01 and 02 employees and who have greater seniority than Surplus Applicants on Salary Schedules 01 and 02 will have priority consideration for MP2 and equivalent or lower rated vacancies before the applications from all other individuals other than those in (a) and (b) above.
- d) Surplus applicants from positions in the business organization corresponding to The Society's bargaining unit that are excluded from The Society (i.e. Management Function) and for whom the vacancy represents a lateral or demotion.
- e) Society-represented employees and Management Function applicants from a business unit that has invoked Article 64 and a JRPT has not completed its mix and match for whom the vacancy represents a lateral or demotion.
- f) Selection on a "best qualified" applicant basis from among regular Society-represented applicants, regular Management Function

applicants, and applicants with recall rights under Article 64.12, who are from the business organization corresponding to The Society's ESA bargaining unit. This includes applicants from another Society bargaining unit with selection priority pursuant to transition provisions in Article 9.

Selection is at this priority when both a Society-represented applicant and the vacancy are in the ESA-**wide** Unit of Application for construction staff pursuant to LOU #14.

- g) Selection on a "best qualified" applicant basis from among regular Society-represented applicants and regular Management Function applicants from the business organization corresponding to another Society ESA bargaining unit, and all other regular applicants from ESA.
- h) Selection on a "best qualified" applicant basis from among temporary employee applicants with ESA.
- i) External to ESA.

Assessment of the suitability of a surplus employee for a lateral or lower level placement opportunity will include education, experience, personal contribution factors and potential for training to perform the job requirements within a reasonable period of time (e.g. up to six (6) months). A surplus employee who is placed and who requires additional training to perform the job requirements with assistance to obtain the necessary training and development to perform the new job requirements. ESA will restructure the cost of retraining so it mitigates the disincentive in the redeployment of surplus staff.

A determination that none of the applicants in category (a) is qualified or qualifiable with a reasonable period of time is required before considering the applicants from the next category. The same is true with respect to categories (b), (c), (d), and (e).

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

ESA agrees to grant priority to Society-represented employees in the business organization corresponding to The Society's bargaining unit who are surplus and to those who fall within subsection 65.6.3(e) who apply for positions excluded from all union jurisdictions and for whom the vacancy represents a lateral or demotion, after the consideration of surplus applicants in the business organization corresponding to The Society's bargaining unit who are excluded from all unions for whom the vacancy represents a lateral or demotion and prior to consideration of all other applicants.

65.6.4

In determining who is the best qualified candidate for positions, in each category of subsection 65.6.3, the primary basis for the selection of employees is their assessed capability to perform the necessary work. The selection criteria would normally include but not be limited to the following:

- a) requirements including skill, knowledge, education, experience, transferable/generic skills such as analytical skills, communications skills, project management skills, consulting skills, self-management skills, accountability, responsibility, etc.;
- b) the candidate's past track record and what she/he brings to the position;
- c) the candidate's potential to develop competence for more senior positions;
- d) the need to meet legislative requirements;
- e) the need to balance the overall requirements of the work unit.

65.6.5 Employee selection measures, which are used as aids in selection decisions shall be job, related and be used in a manner that is fair and equitable to the individuals being assessed. Individuals will be entitled to prior knowledge of the selection criteria and be entitled to information with respect to their performance in the selection process upon request.

65.6.6 Some flexibility should be exercised in accepting late applications to advertised vacancies after the closing date in order to permit employees a fair opportunity to continue employment yet still allowing the Business Unit to resource expeditiously.

Where the closing date is FIRM, it must be stated clearly in the vacancy posting that late applications will not be considered.

- a) Surplus and non-surplus employees are normally expected to have made application to a vacancy by the closing date.
- b) It is recognized that in some instances, there will be applications filed after the official closing date. In these cases, unless the closing date is FIRM, late applications must be filed with the advertising location NOT later than the date that the "short list" of applicants is finalized for formal consideration.
 - The term "Short List" refers to the first list of applicants who Management plans to interview for a vacancy.
- c) Employees who have applied for vacancies and are later declared surplus have until the "short list" date to notify the advertising location of the change in their status.

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

65.6.8 When outstanding vacancies remain unfilled for longer than six months, employees in the work unit concerned should be advised of the reason for not filling such vacancies.

65.6.9 All positions on salary schedules 01, 02, 03, 04, 05, 06, 07, 08, 09, 10, 13, 18, 22 which are excluded under the Recognition Clause and first-level ESR vacancies including rotational opportunities expected to last longer than six months will be posted on appropriate bulletin boards (and through electronic means where possible).

65.6.10 Release of Employees Selected to a Vacancy

Intent:

- (a) ESA-*Nuclear* will strive to facilitate the expeditious release of employees who are selected to a vacancy.
- (b) Normally, employees should be released within 90 days of the vacancy selection. In the event that a release date greater than 90 days appears likely, Management will discuss the reasons for the delay and a release date with The Society.

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

66.1 Definitions

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

"Higher-Rated" Job:

A job paid from:

- a) the same salary schedule and is a minimum of one salary grade higher than the employee's current job; or
- b) a different salary schedule in which the salary level is greater than in the employee's current job, measured by salary grade reference points (100%).

"Lateral Transfer":

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

- a) the same salary schedule and is the same salary grade as the employee's current job; or

- b) a different salary schedule in which the salary level is equivalent to the employee's current job, measured by salary grade reference points (100%).

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

66.2 Promotion

- 66.2.1** It is normally expected that an employee will receive a salary increase upon promotion to compensate for the greater demands and responsibilities of the new, or revised job.
- 66.2.2** A promoted employee will be placed at the performance standing which reflects a reasonable expectation of his/her performance in the new or revised job.
- 66.2.3** Any salary increase received by an employee upon promotion should not be less than any approved, but not yet implemented, performance pay recommendation.

66.3 Reclassification as a Result of a Job Re-evaluation

66.3.1 Reclassification may occur under several circumstances:

- a) when the salary grade for a job increases with no change in the employee's actual job duties/responsibilities;
- b) when the employee has been and will continue to perform additional job duties/responsibilities;
- c) when additional job duties/responsibilities are to be added to the job.

Reclassification as a result of (a) or (b) above will result in the employee being placed in the same performance standing in the higher salary grade.

Reclassification as a result of (c) above will be considered as a promotion. However, at the next performance appraisal the employee will be eligible to be placed in the same performance standing as before the reclassification.

- 66.3.2** Short-term increases in the employee's actual job duties/responsibilities do not require reclassification but may be subject to the relief provisions of this Collective Agreement.
- 66.3.3** Retroactive payments, if any, that result from reclassification either because of a Management or employee-initiated job review will be limited to a maximum of one year prior to the date of the job review request. The employee must have performed the relevant duties and responsibilities, which resulted in the reclassification during this period in order to qualify for retroactivity.

- 66.3.4** Retroactivity, which results from a reclassification decision, will be paid within 60 calendar days of the decisions (i.e., if no dispute, date of Management decision to implement; if dispute goes to JJRT and no further, date of JJRT decision; if dispute goes to grievance, date of Step 2 decision or Joint Job Challenge Resolution Committee decision).

66.4 Temporary Assignment in a Higher-Rated Job

- 66.4.1** After fifteen (15) cumulative working days performing in a higher-rated job during a calendar year, an employee (other than a TMS/TS and OSS) shall receive:

- a) a minimum of a 3% salary increase when assigned to work in a position one or two grades higher than the employee's normal job;
- b) a minimum of a 5% salary increase when assigned to work in a position more than two grades higher than the employee's normal job.

To be eligible for these payments:

- a) the position must be filled to satisfy operating requirements; and
- b) the employee must perform all or most of the normal job duties of the position as expected during the course of the assignment.

Where a temporary assignment to a higher-rated position is discretionary and optional for the employee, pay treatment is also discretionary. Discretionary means that the temporary assignment is not required to be filled to satisfy operating requirements, in the opinion of ESA, and represents a developmental opportunity.

- 66.4.2** Trades Management Supervisors (TMS/TS) and Office Services Supervisors (OSS) who supervise trades will receive a salary increase after five (5) consecutive days when temporarily relieving in a higher-rated position or after 10 cumulative working days. Where such increases occur, they will be paid retroactive to the first day of relief. The amount of increase should reflect the increase in job demands and responsibilities.

66.5 Lateral Transfer

Normally, an employee who is appointed to a lateral position should receive no increase in current pay.

66.6 Demotions

An employee who voluntarily accepts placement in a lower rated position will have his/her current base salary dollars frozen until the employee's current pay entitlement as determined by the salary grade and performance standing exceeds the frozen level. An employee may apply to The Society in advance of submitting a job application and/or acceptance of a job offer for an

exemption from this provision. Exceptions that occur as a result of performance management (Clause 65.6.1 (c)) require advance consultation with The Society.

67 PURCHASED SERVICES AGREEMENT (PSA)

67.1 Scope

This Agreement was 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 value and benefit to the employee, the Company and the customer if:

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

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

67.2 Assignment of Work

67.2.1 Philosophy

It is the Company's intent to use Society represented staff to perform most of its work where they are able to perform it well and effectively. Furthermore, the Company will strive to provide regular staff with stability of employment.

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

67.2.2 Principles

The following principles apply to the relationship between the Company and The Society with respect to the work performed by Society represented staff.

- a) We will within ESA have all work conducted as effectively as possible.
- b) We will measure the effectiveness of all work by its impact on staff, on the business, on the environment and by its ultimate impact on our customers.
- c) We will do most work with Society represented employees if they can perform it well and effectively.
- d) We will determine when work is to be done by non-Society represented staff through a joint decision making process and the results of these decisions will be a joint responsibility.
- e) We will use the enhanced surplus staff agreement for employees who are surplus as a result of contracting the work they normally would have performed.
- 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.

67.3 Decision Process

67.3.1 Responsibility for Decisions

The persons who are responsible for applying the decision process, including making timely decisions and taking responsibility for them are the Company representative with the appropriate decision authority and The Society representative designated by The Society. It is recognized that a given decision may require the involvement of more than these two persons.

67.3.2 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 Society. 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.

67.3.3 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.

67.3.4 Alternatives

The parties will consider such alternatives as:

- Do the work internally;
- Do the work internally and plan to do it externally in future;
- Do part of the work internally and part externally;
- Do the work externally and agree to acquire capability to do the work internally in future; or
- Do the work externally.

67.3.5 Evaluation

The parties will evaluate the alternatives considering the impact on the customer, employees and the business. The total effectiveness of the alternatives will be evaluated considering both the short and long-term impacts. In given situations, certain criteria may be given a greater or lesser degree of importance. Such criteria as:

- Reliability of service to the customer,
- Responsiveness to customers,
- Community impact,
- Corporate relations impact,
- External stakeholder interests,
- Employment continuity,
- Career opportunities,
- Ability to perform work,
- Degree of overtime required for the work,
- Availability of resources,
- Cost,
- Timeliness,
- Quality,
- Need for control over results,
- Safety, and
- Impact on environment

will be assessed.

- 67.3.6** Decisions to use purchased services will be made on a consensus basis. Both parties must consider all the relevant criteria with the mutual goal of selecting the most effective option. When appropriate, consideration should be given to developing implementation plans.

The parties agree that disputes arising out of this process must be resolved internally, *where possible*. *Where the parties cannot reach agreement, the parties will apply the dispute resolution process set out in 67.4.*

67.4 Dispute Resolution Process

67.4.1 Joint Resolution Committee (JRC)

The purpose of this Joint Committee is to resolve disagreements or disputes between the parties on a consensus basis in a timely and expeditious manner. In its deliberations, the JRC will consider the factors in items 67.1, 67.2 and 67.3.

Prior to a meeting of the JRC, the Company will provide The Society with the following information related to the proposed purchased service.

- *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 purchase service;*
- *Accurate details on bids, e.g., price, scope of the work as set forth in the bid;*
- *A full cost benefit analysis including incremental costs but excluding overhead costs which would be incurred.*

67.4.2 Membership

The membership of the JRC shall be as follows:

- (a) William Kaplan shall act as Chairperson of the JRC and as a facilitator/arbitrator. The Chairperson shall assist the parties to resolve all issues of application and interpretation of this Article with the power and authority of an arbitrator under the Ontario Labour Relations Act but not subject to the Arbitrators' Act.*
- (b) One Management and one Society representative plus additional resources as required.*
- (c) In the event of the parties not being able to reach a consensus decision the facilitator/arbitrator will have the power to make decisions and will have the authority to make such orders as he/she deems appropriate to give full affect to his/her decision(s) and to deal with any consequences his/her decision(s) might have in the workplace.*

- (d) *Where either party wishes to proceed with a Purchased Services discussion, the parties will endeavour to complete discussion within 10 days of notice to The Society in the prescribed form and that full resolution, including review by the JRC, will occur within 30 days of notification.*
- (e) *Where the Company proceeds unilaterally on the basis that an emergency exists, The Society may request that the JRC and/or the facilitator/arbitrator review the matter, provided that a request for review is made within 3 days of receipt of the information as per 67.4.1 above. If the facilitator/arbitrator determines that an emergency did not exist he/she may impose such remedy as may be appropriate in the circumstances.*
- (f) *The Society 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.*

67.4.3 *It is understood that emergencies are in a different category. In the case of an emergency, the joint decision provisions of this Article need not be applied. The Company will notify The Society as soon as it has determined that an emergency exists and that it will proceed unilaterally. The JRC and/or the facilitator/arbitrator may review the decisions made by the Company that an emergency existed.*

67.5 Structure

67.5.1 Joint Society Management Committee (JSMC)

The JSMC has overall responsibility for **this Article** and its success. It is responsible for ensuring that **the Article** is implemented and applied in a manner, which is consistent with the philosophy and principles outlined in Sections 67.2.1 and 67.2.2. It will conduct a periodic assessment and evaluation of this **Article** and determine the need for any improvements and changes. The committee will strive for continuous improvement of the process contained herein.

67.5.2 Joint Purchased Services Team

The Joint Purchased Services Team will assist the JSMC in achieving its mandate relative to the use of purchased services. It will be responsible for developing and delivering training and awareness programs **and** ongoing measurement of the process and results.

67.6 Application

67.6.1 The parties will jointly develop implementation plans for approval by the **senior management of the Company** and The Society Board of Directors. These

implementation plans will include a plan for training employees involved in the decision process.

68 HOURS OF WORK

68.1 The M&P Salary Schedule (01) applies to 35 hours of work per week, with regular scheduled hours between 35 and 40 hours per week paid on a prorated basis.

68.7 The M&P Development Schedule (04) apply to 35 hours of work per week.

68.9 Reduction of Hours of Work

Where Management reduces the standard hours of work for a position, the following will apply:

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

68.10 ESA will comply with legislative requirements regarding hours of work.

69 REDUCED BASE HOURS (40 HOUR WORKERS)

The base hours of work for employees whose regularly scheduled hours of work are 40 hours is 39 hours per week.

These employees will continue to work 40 hours per week, banking one hour per week at straight time.

- a) The normal scheduled and paid hours of work will remain at 40 per week.
- b) Overtime rates will be paid for all hours in excess of normal scheduled hours.

- c) Banked time may be taken on such days as the employee and his/her supervisor mutually agree upon following reasonable advance notice on the part of the employee.
- d) Banked time may be taken off in a minimum of half-day (i.e. four hour) increments.
- e) Banked time accumulated in a calendar year must be taken by April 30th of the following year.
- f) Where an employee is unable to reach mutual agreement with his/her supervisor to take his/her banked time entitlement (except when exhausting sick leave prior to LTD), unused banked time entitlement will be assigned on the last working day(s) prior to April 30th.
- g) Where an employee falls sick on his/her scheduled banked time off, that day will not be charged against his/her sick leave credits, but shall be treated as banked time off for pay purposes.
- h) Banked time will not accumulate for any period of unpaid leave exceeding 40 consecutive scheduled hours. Scheduled days off will not be considered as breaking the consecutive nature of scheduled hours. Banked time will accumulate during a paid leave of absence and parental leave.
- i) When an employee terminates or when an employee is appointed to a job where the normal hours of work are less than 40 hours per week, unused banked time will be paid off at straight time rates.

70 ALTERNATE HOURS OF WORK ARRANGEMENTS

70.1 Principles

- 70.1.1** That any alternative arrangements will positively affect our customers. That cost, quality, service and value are key to our success.
- 70.1.2** That work is best achieved when individuals manage their own time and accept the accountability and the responsibility for the results.
- 70.1.3** That processes for negotiating and establishing hours of work arrangements will be uniform across ESA, and accessible to all. The processes will be designed to ensure equitable treatment. However the results of applying the processes may differ from location to location and unit to unit.
- 70.1.4** That decisions should be made at the most appropriate level that is closest to the work being done.
- 70.1.5** That individual concerns will be factored into group proposals and wherever possible, participation in changed hours of work will be on a voluntary basis.

70.2 Application

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

70.3 Definitions

"STANDARD HOURS OF WORK" are to be worked to provide coverage for the business hours. For people assigned to day work, the standard hours of work shall not begin before 7:00 a.m. nor end after 6:00 p.m. They are:

- For 35 hour/week staff - Monday through Friday, 7 hours per day; and
- For 37.5 hour/week staff - Monday through Thursday, 8 hours/day and 5.5 hours on Friday; and
- For 40 hour/week staff - 8 hours per day, Monday through Friday.

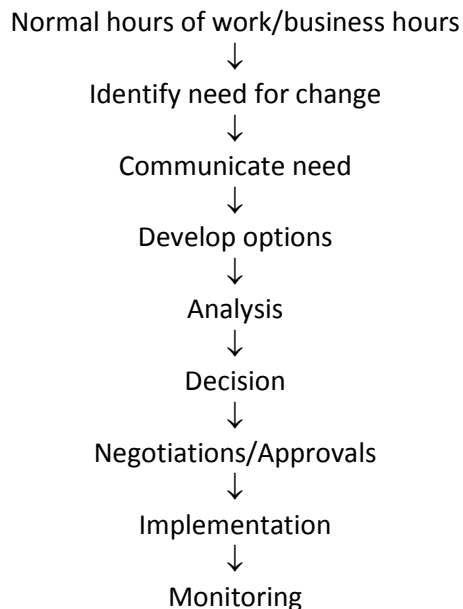
In the absence of any other agreed upon arrangements these are the hours, which will be worked. In situations where there is need for 24 hour and/or 7-day/week coverage the hours of work will be a matter of local arrangement.

"NORMAL HOURS OF WORK" are either the standard hours of work or another arrangement as agreed upon using this process.

"STANDARD BUSINESS HOURS" are determined by the needs of the business and the customers.

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

FLOW CHART OF THE PROCESS



70.4 Overtime

Hours worked in excess of the normal hours of work will be considered to be overtime except where there has been agreement between the supervisor and the employee for the employee to work in excess of normal hours to make up time.

The pay treatment for Saturday and Sunday will form part of the Agreement, which establishes the normal hours of work.

70.5 Process

70.5.1 Identify Need for Change

Identification of the desire for change can come from Management, an individual or a group. A request to change business hours would normally come from Management whereas a request to change working hours would normally come from an individual or group. Where a change to the hours of work for a group is being considered, The Society will be informed and involved in the discussions.

70.5.2 Communicate Need for Change

A request for a change should be communicated to the other party in order that deliberations can begin. Requests will be actively considered by the other party within a reasonable period of time. The process will be joint (Society and Management) and will use a collaborative approach in which the needs and interests of the parties are discussed in an open and honest manner and decisions are made by consensus.

70.5.3 Develop Options

A list of options will be jointly developed and agreed upon. As a minimum, the following criteria will be considered when analyzing the options:

- Customer needs
- Business needs
- Maximum/minimum number of hours that can be worked daily
- Overtime/premium provisions
- Employee needs
- Health and safety considerations
- Legal and contractual considerations

70.5.4 Analysis

All options should be analyzed using appropriate tools and measures. The analysis should include a discussion of the options considered, their relative merits and the rationale for the recommendation.

70.5.5 Decision

All decisions will be reached by consensus. If consensus is not achieved then the existing "normal" hours remain in effect.

Consensus means everyone can live with and publicly support the outcome.

70.5.6 Negotiations/Approvals

Negotiations and/or approvals should occur at the appropriate level closest to the situation. The line Director will determine the appropriate level of Management approval and in all cases the Management approval must be outside of the bargaining unit. If necessary, Mid-Term Agreements will be established between Management and The Society to document normal hours of work or normal business hours.

All parties to negotiations under Article 70 should negotiate with the support of principals who will ultimately approve negotiated conditions.

70.5.7 Implementation

Implementation will be on a trial basis initially for an agreed upon length of time and with appropriate cancellation provisions. Criteria for success/failure must be established.

70.5.8 Monitor

The trial will be monitored and evaluated against the criteria. The accountable manager is responsible for monitoring the arrangement.

Following a successful trial period the hours (business hours of work) used in the trial period will become the new normal hours.

Monitoring of key indicators will continue to ensure that the arrangement remains viable.

In the event that the viability ceases to be realized, as determined by either party, the hours of work will revert to the previous "normal" hours unless the parties can jointly find another mutually acceptable alternative. When either party is making a determination about viability it must consider the previously established criteria for success/failure.

71 REDUCED HOURS OF WORK (RHOW) ARRANGEMENTS

71.1 Principles

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

71.1.2 The RHOW arrangement must be mutually beneficial and acceptable to both the employee(s) and to ESA.

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

71.2 Definitions

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

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

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

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

71.3 Guidelines

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

Productivity levels will be maintained or improved. There should be identification of how this change will potentially affect the productivity of the work unit (including assumptions and rationale used to assess the impact), and identification of the proposed method for follow-up and measurement of productivity impact(s) resulting from the change.

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

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

Effective workflow among work units will be maintained. Other work units impacted by the change, and the anticipated impact of the reduced hours of work arrangement on the workflow among the work units should be identified.

Requirements for supervision must be taken into account. Potential issues relating to supervision (e.g., span of hours), and how the work unit plans to deal with these issues should be determined.

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

71.4 General Conditions - Reduced Hours Arrangements

71.4.1 Advertised Vacancies, Performance Pay, and Employment Continuity

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

71.4.2 Established Commencement Date (ECD)

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

71.4.3 Vacation Credit Date (VCD)

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

71.4.4 Service Recognition Date (SRD)

For recognition of 5, 15, 25, and 40 years of service with ESA ***and consistent with the provisions of section 9.4***, the SRD will not be adjusted.

71.4.5 Wages

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

Example: Base Hours = 35 per week.

Base Salary = \$700.00 per week.

Normal (Scheduled Reduced) Hours = 21 per week.

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

71.4.6 Pension Plan

71.4.6.1 Pension Plan Membership

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

- Accumulated earnings, including overtime, must equal 35% of the Year's Maximum Pensionable Earnings (YMPE);

and/or

- All accumulated hours, including overtime, must equal 700 (scheduled reduced) hours in each of the two previous calendar years.

71.4.6.2 Pension Plan Deductions

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

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

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

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

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

Calendar service will be used to determine eligibility for retirement and death benefits (currently **for pension purposes as Eligible Service or Continuous Employment**).

Service credit to define the years of Pension Plan membership (years of membership in the Pension Plan) for pension calculation purposes (currently defined by the Effective Date on Pension and Insurance) is prorated. See pension calculation example below.

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

Service for termination benefits is to be credited on a calendar basis starting with the date of hire **and** is not prorated.

71.4.6.3 Pension Calculation

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

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

$$20 + 5/2 + 10 = 32.5 \text{ years pensionable service}$$

$$30 + 5/2 \times 2\% = 65\% \text{ pension.}$$

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

The calculation is as follows:

$$(30 + 5/2) \times 2\% = 65\% \text{ pension}$$

$$\text{annualized pension is } \$50,000 \times 65\% = \$32,500/\text{year.}$$

71.4.7 Life Insurance

Coverage is dependent upon being a member of the Pension & Insurance Plan. The basic insurance (2 times salary) plus any additional term insurance will be prorated in accordance with the prorating of wages above.

71.4.8 Health and Dental Benefits

Employees will have the option of receiving full benefit coverage for semi-private hospital, extended health benefits, and/or dental benefits, by using payroll deduction to reimburse ESA the cost consistent with the appropriate pro-ration. For example:

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

71.4.9 Sick Leave

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

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

Annual sick leave credits will be prorated, based on normal hours worked.

*Example***100% Entitlement Accumulation**

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

75% Entitlement Accumulation

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

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

71.4.10 Long Term Disability (LTD)

LTD is dependent upon being a member of the Pension & Insurance Plan and benefits will be based on the employee's normal (scheduled reduced) earnings, excluding overtime and allowances.

71.4.11 Accident Insurance

Employees are eligible for 100% benefit.

71.4.12 Statutory Holidays

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

Days Worked Per Week	Number of Days Entitled to Per Year
1	2
2	4
3	8
4	8
5	10

The pay on a statutory holiday will be equal to the pay for the average daily hours of the RHOW employee. For example:

An employee works 4 days per week @ 5 hours per day. In accordance with the entitlement table above the employee is entitled to 8 statutory holidays per year. Payment for each statutory holiday will be for 5 hours since that is the average of the 4 days per week the employee works.

71.4.13 Floating Holidays

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

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

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

71.4.14 Vacation

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

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

Example - (a)

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

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

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

Example (b)

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

$20 \times 5/5 = 20$ scheduled days off

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

71.4.15 Overtime

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

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

71.4.16 Pregnancy/Parental Leave

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

71.4.17 Unemployment Insurance Contributions

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

71.4.18 Canada Pension Plan (CPP)

CPP contributions are based on gross earnings.

71.4.19 Workers' Compensation Benefits

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

71.5 Termination of the RHOW Agreement

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

After the trial period, situations may arise where the RHOW is no longer working or the workload has increased or decreased. In such situations alternate arrangements can be tried. These could

include offering additional hours/days (if there is some) to the RHOW employee, or advertising another RHOW arrangement to make up any difference.

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

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

(SAMPLE) REDUCED HOURS OF WORK AGREEMENT

To: _____ Department: _____

Effective date: _____

Type of Arrangement: ☐ Individual ☐ Job Sharing ☐ Temporary Work

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

1. Hours of work:

_____ days (_____ hours) per week, _____ hours per day.

2. Salary:

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

3. Health and Dental Benefits:

Indicate, by circling the appropriate "yes" or "no", whether or not you are exercising the option of receiving full benefit coverage for semi-private hospital coverage, extended health benefits, and/or dental benefits, using payroll deductions to reimburse ESA for the cost consistent with the appropriate proration. Should you elect health and/or dental benefits, the monthly cost will be as follows:

Elected Coverage:

Semi-private hospital coverage	_____ %	\$ _____	Yes / No
Extended Health Benefits	_____ %	\$ _____	Yes / No
Dental Benefits	_____ %	\$ _____	Yes / No

4. All other terms and conditions will be in accordance with the Article on Reduced Hours of Work for Society Represented staff.

The trial period will be for _____ months. The parties agree that the Agreement can be terminated with one month's notice during this trial period in the event the arrangement is unsuccessful.

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

Manager: _____ Employee: _____

Date signed: _____ Date Signed: _____

*cc: Human Resources office **Society Local Vice President***

71.6 Responsibilities

The Employee(s):

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

The Manager/Supervisor:

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

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

72 PEAK DEMAND HOURS ARRANGEMENTS

72.1 Intent

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

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

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

Any disputes concerning the application or implementation of Article 72 or Appendix XI shall be referred to the JSMC for resolution. Any resolution by the JSMC shall be final and binding but if the JSMC is unable to resolve the issues, either party might refer the item to "interest" arbitration for resolution.

73 WORK SHARING

- 73.1** "Work sharing" occurs when sufficient members of a work unit agree to work fewer hours for reduced compensation in order to accommodate a temporary reduction in work load and to help maintain employment continuity in the event of an adverse impact situation under Article 64 - Employment Continuity.
- 73.2** Work sharing is a temporary arrangement. A work sharing arrangement will normally not exceed one year in duration but can be extended by mutual agreement. Beyond a period of one year, a work share arrangement will normally be governed by the terms and conditions of Article 71 - Reduced Hours of Work (RHOW) Arrangements.
- 73.3** The Society will be involved in the discussion and negotiation of the work sharing arrangement.
- 73.4** The size of the work unit involved in the work share will be the subject of joint agreement between ESA and The Society. The agreement of the employees participating in the work sharing arrangement must be obtained prior to implementation. A sufficient number of employees in the work unit must participate in order to make the work share a viable working arrangement.
- 73.5** Either party to a work sharing arrangement will have the right to terminate it with 30 days' written notice. Following termination of a work sharing arrangement, the previous hours of work arrangement will be reinstated. Reduction in the number of employees in a work sharing arrangement through attrition, promotion, etc. will result in a joint review in order to ascertain the continued viability of the work share.
- 73.6** Employees participating in a work sharing arrangement remain regular employees.
- 73.7** Reduction in hours of work pursuant to a work sharing arrangement will not exceed 20% of regular hours and will be matched by an equivalent reduction in salary for a maximum of one year.
- 73.8** Employees participating in a work sharing arrangement will retain full benefits coverage during the term of the work sharing arrangement up to a maximum period of one year.
- 73.9** Pension, life insurance and LTD coverage will continue to be calculated against regular base earnings during the term of a work sharing arrangement up to a maximum period of one year.
- 73.10** Employees will continue to participate in the performance pay process while participating in a work sharing arrangement.
- 73.11** Employees will not be declared surplus while participating in a work sharing arrangement. This section will be suspended during the operation of Article 64 -- Employment Continuity.

74 ASSIGNMENT OF NON-BARGAINING UNIT WORK DURING A STRIKE/LOCKOUT

Normally, ESA shall not assign an employee to perform non-bargaining unit work unless this work is essential work. It is agreed that the following provisions govern the assignment of essential work,

ordinarily performed by employees in another *bargaining* unit, to Society-represented employees in the event that the members of that bargaining unit are in a lawful strike/lockout situation.

74.1 If a job/function is not performed, it is considered “essential work” if it would result in:

- a) A dangerous or unsafe situation for employees or the public;
- b) A threat to the environment;
- c) Damage to equipment, systems or property;
- d) The violation of licenses, regulations or other statutory requirements as applicable in (a), (b) and (c) above;
- e) Activities going undone which are required to support employees who are performing essential work in accordance with (a), (b), (c) and (d) above;
- f) ***Such other condition or concern as may be reasonable in the circumstances.***

74.2 The process for identifying and assigning work will be a joint process involving a Management representative(s) designated by the Business Unit and The **Society Local Vice President**/designate(s) of the Business Unit. As a part of this process, an employee will advise the Management Representative(s) and The **Society Local Vice President**/ designate(s) in a timely manner as to whether he/she will accept the tentative work assignment. Due consideration will be given to family or extenuating personal circumstances raised by an individual employee prior to assigning essential work.

74.3 ***In the event that The Society claims that an activity is not “essential”, it may make a claim before George Adams as facilitator/arbitrator, who shall make a ruling on an expedited basis.***

74.4 ***ESA may assign work involuntarily to Society-represented staff if no MF/ESR or qualified Society volunteers are available. There is no obligation to assign MF/ESR before seeking a Society volunteer.***

74.5 Any proposed shift schedules which may be worked by Society-represented employees during assignment to non-bargaining unit work shall be reviewed by the appropriate **Society Local Vice President**/designate prior to the official issuance of the shift schedule.

74.6 Employees assigned to essential work will have the appropriate skills and training to perform the duties.

74.7 The terms and conditions of compensation for performing essential work are described in the Letter of Understanding entitled “Compensation and Working Conditions - Essential Duty Assignments” dated June 27, 1994.

75 TELEWORKING

75.1 Definition of Teleworking:

Telework refers to an ESA employee who:

- Is working out of an office in his/her home;
- Does not normally have another office at ESA;
- Is not working at home on an occasional or casual basis.

75.2 Collective Agreement Standards:

Where ESA determines that teleworking may be implemented, the following provisions will apply:

- a) The arrangement will be mutually agreed upon and will be documented prior to commencement of teleworking;
- b) The terms and conditions of the Collective Agreement will apply except where modified by agreement among ESA, The Society and the employee;
- c) Teleworkers will not be required to meet with customers or other ESA employees in their home;
- d) Teleworking arrangements will be voluntary, and are subject to cancellation as locally agreed;
- e) Teleworking will not change the employment status of the teleworker;
- f) ESA will provide appropriate health & safety advice and guidance to the teleworker;
- g) ESA will provide appropriate business and personal security advice to the teleworker;
- h) ESA shall provide all furnishings/equipment it deems necessary to meet job expectations;
- i) ESA will pay for additional insurance costs, if required;
- j) If the teleworking arrangement is terminated then the employee will be entitled to relocation assistance as provided in the Collective Agreement;
- k) It is agreed that The Society represents employees who fall within The Society recognition clause of the Collective Agreement and who are teleworking;
- l) ESA will provide in a timely manner The Society with the names, business phone number and business address of teleworkers.

75.3 Local Agreements

Local management, the employee and The Society will agree on these items as part of a local agreement:

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

76 DIRECT DEPOSIT

Employees will be paid weekly by means of electronic deposit. Time exceptions (e.g. overtime) will continue to have a time lag. Such time lag will only be for the period required for the effective operation of the time reporting centres and pay processes.

77 CROSSING PICKET LINES OF OTHER UNIONS

- 77.1** Employees will be required to cross picket lines of other unions in order to perform work at their regular/temporary work headquarters.
- 77.2** During such picket action, some flexibility with respect to the normal scheduled hours of work on the part of both Management and the employee is particularly desirable.
- 77.3** Normally, an employee who is prevented from arriving at work for his/her normal starting time due to such picket action will have his/her salary maintained without the requirement to make up the hours missed, subject to the following guidelines:
- a) An employee is expected to make a reasonable attempt to arrive at work at their normal starting time.
 - b) If an employee who is late for work should have been able to cross the picket line without being late, the no work - no pay principle will apply.

78 THE PROVISION OF FRENCH LANGUAGE SERVICES

This Article provides the terms and conditions under which ESA complies with the French language Services Act (RSO 1986) as it applies to employees in the bargaining unit.

78.1 Designated Positions

ESA will designate positions that require French language capability, to the extent required by the Act. ESA shall determine the actual number of positions to be designated and which positions will be designated.

Changes to the designated positions require joint agreement between the local Contact Supervisor/Human Resources Manager and the Unit Director. Whenever a change is made to the designated positions list, the Contact Supervisor/Human Resources Manager will provide written notification of the addition to The Society office and Labour Relations, ESA Human Resources. Labour Relations, ESA Human Resources will issue an up-to-date version of the designated positions list annually to The Society. A position can only be removed or modified when it is vacant.

78.2 Job Security

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

78.3 Training

ESA will not impose any mandatory training for the purpose of complying with the Act. Any person wishing to take optional external training to obtain French language capability will be provided 100% financial support, so long as the request is in accordance with Article 85 - Extramural Training. In locations where extramural training in French is not available, ESA will provide, at no cost to the employee(s), self-paced learning packages in order to assist interested staff to become qualified in French.

78.4 Posting and Selection

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

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

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

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

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

78.5 Surplus Staff

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

78.6 Allowance

ESA will pay an allowance of \$18.00 gross weekly. It is recognized that the allowance may be paid to all qualified employees in a designated position in a location, rather than just the employees who officially occupy the designated position. This allowance is the same regardless of the number of hours an employee works per week.

The allowance will be paid only while the incumbent is in a designated classification. The payment of this allowance will cease once the employee has been absent for two months. Transfer to an undesignated position, or removal of a position from the designated positions list, will cause immediate stoppage of the allowance.

An employee who relieves in a designated position must have the French language capability required by the position in order to receive the allowance.

80 SPECIAL CLOTHING

- 80.1** Employees are responsible for providing, at their own expense, suitable clothing for the performance of their regular duties. Subject to certain conditions, outlined below, special clothing may be obtained at the expense of ESA for issue to employees.
- 80.2** ESA will make bulk purchases of certain types of work clothing, for resale to employees, on the most favourable terms possible.
- 80.3** A limited number of rainproof coats and hats may be obtained and kept available at construction headquarters etc., for persons who normally work indoors, but who are occasionally required to work out of doors under adverse weather conditions.
- 80.4** Safety items that are designed exclusively for such safety purposes will be provided to employees required to perform certain types of work, at no cost to the employee.
- 80.5** All clothing issued by ESA will remain the property of ESA. Employees may be required to replace item(s) lost or destroyed as a result of their own carelessness.
- 80.6** Staff will be reimbursed for the cost of one pair of protective footwear per year where such footwear is required by ESA as follows:
- Electric Shock Resistant Footwear - 100% of actual cost to maximum of \$175.00/pair
- 80.7** Requests for special items of clothing not specifically mentioned, but which might be reasonably supplied under the conditions set out above, will be considered, each case on its own merits. Such clothing must be kept available for any employee who may require it for ESA work.

81 PAYMENT FOR USE OF PERSONAL VEHICLE

- 81.1** Where an employee is authorized to use his/her personal vehicle for Hydro related business/travel, the rate of reimbursement will be based on the Private Transportation Component of the Canadian CPI as reported by Statistics Canada. The rate of **\$0.37** per kilometre will take effect on **November 1, 1998**.
- 81.2** Future increases of one cent/km will occur with each additional 10% increase in the Private Transportation Index - 1986 = 100. A decline in the Index below a previously surpassed trigger point for two or more consecutive months will result in a reduction by the appropriate amount of the rate paid.
- If the Hydro business/travel involves the hauling of household trailers, an additional \$0.09/km will be paid. For the hauling of smaller trailers (Camper, Ski-doo, boat etc.), the amount will be \$0.03/km. The above rates will apply on a province-wide basis.
- 81.3** By virtue of receiving the above kilometre rates, the employee is responsible for any expenses incurred involving his/her vehicle while on ESA business. This would include such items as insurance premiums, license fees, traffic/parking violations, maintenance costs, any repairs or

replacement of parts, fuel, lubricants and the like. The employee is further responsible for informing his/her insurance company that the vehicle is being used for business purposes, and for paying any additional premium that the insurance company deems fit.

82 BUSH FIRE FIGHTING AND VOLUNTEER FIRE BRIGADES

82.1 Employees who are conscripted by the Ministry of Natural Resources for bush fire fighting or employees who participate in local Fire Brigades may be granted time off work with pay subject to the following conditions:

82.1.1 Regular and Probationary Employees - Bush Fighting

Regular and probationary employees will have their normal base pay maintained.

82.1.2 Temporary Employees - Bush Fighting

Temporary employees will have their normal base pay maintained for a maximum of five working days or to the end of the intended employment period, whichever comes first. If the fire-fighting period extends beyond five working days, the employee will be placed on an unpaid leave of absence until he/she returns to work, or to the end of the originally intended employment period.

82.1.3 Volunteer Fire Brigades

Employees who are registered volunteer fire fighters may be granted leave of absence with pay if called to service while at work.

83 RETIREMENT BONUS

Employees who have completed 10 years or more of continuous employment shall be given, upon retirement, a cash bonus equal to one month's pay. The retirement bonus may be paid in cash or by transfer to an employee's Registered Retirement Savings Plan (RRSP), at the employee's option. **If the employee provides a minimum of nine (9) months' notice of their retirement date, the employee may bank this one month towards retirement as outlined in section 38.11. The banked time is to be taken immediately preceding the employee's retirement date.**

84 EXTREME WINTER WEATHER CONDITIONS

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

84.1 Make Up Time

Employees who, due to extreme winter weather conditions, arrive late, miss work or receive approval to leave early, may seek approval to make up lost time by working back the missed hours by:

- a) using a vacation day;
- b) using a floating holiday;
- c) using a lieu day (or banked time where applicable).

84.1.1 For employees who receive approval to work back the lost time, their pay will be maintained for the number of normal scheduled daily hours lost, provided there is work available to be performed.

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

84.1.3 Time lost due to extreme weather conditions will be worked back within the pay week period. Any lost time not worked back by the end of the pay period will be deducted from the employee's pay.

84.1.4 Senior Management at the location have the discretion to maintain some or all of an employee's normal base pay if they are satisfied that every reasonable effort was made to report to work on time.

84.2 Closure

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

84.3 Stranded Employees

Employees who are confined at a regular work location, which is an acceptable shelter, will have their normal base pay maintained for their normal scheduled hours of work.

84.3.1 Payment for time worked in excess of normal scheduled hours will be made only if approval was given in advance for such work.

84.3.2 Employees will be reimbursed for reasonable expenses for food and shelter, and will have normal base pay maintained when stranded away from their residence headquarters while on ESA business.

84.3.3 Employees working in a location where a minimum level of acceptable shelter does not exist shall be considered as still being at work until acceptable shelter can be reached.

85 EXTRAMURAL TRAINING

In order to enhance a regular employee's job performance now, or in the future, ESA may provide financial support for external training activities consistent with ESA Policy, (provided each employee receives two paid days of extramural training per year), subject to the following conditions:

- a) The employee is expected to obtain prior approval from his/her supervisor prior to registering in the training course.
- b) The external training should normally be completed outside normal working hours. Where this is not possible, time off with pay to attend external training programs will be at the discretion of the employee's supervisor, but on the basis that an employee is entitled to a minimum of 2 days off with pay in each year of the Agreement for the purposes of attending a mutually agreed-upon training course but in no circumstances will the external training exceed six weeks if the employee is required to be absent from work.
- c) 100% of reasonable costs paid by the employee for external training courses will be reimbursed where:
 - the training course will create or maintain the employee's capability related to current job performance;
 - the training course develops an employee's capability for a position identified in a succession, retraining, or redeployment plan.
- d) 75% of registration/tuition fees and learning material costs will be paid for external training courses, which improve an employee's capability for future jobs within ESA.
- e) An employee will be reimbursed for reasonable costs subject to:
 1. Satisfactory course completion and a passing grade where applicable, except where the course is taken upon the request of Management.
 2. Costs will not be reimbursed if the employee has given notice of resignation prior to completion of the course.
 3. All approved costs will be reimbursed for courses, which cannot be completed due to the employee being transferred to another location.

86 MEAL EXPENSES

Normally, employees are expected to provide their own meals. Where there is a requirement for a meal as a result of legitimate business functions, employees will be entitled to be reimbursed for reasonable out-of-pocket expenses.

PART XIV - ADMINISTRATION

87 REPRESENTATION ON ESA COMMITTEES

The parties recognize the roles and responsibilities of appointees to committees and task forces, i.e., as a representative of Management on the one hand, and The Society, on the other. When an employee

represented by The Society is appointed by Management, his/her responsibility is to Management. When he/she is appointed by The Society, his/her responsibility is to The Society. This role distinction should be made clear at the time of appointment. Notwithstanding the above, and in keeping with Subsection 2.4 (Supervisory Employees - Code of Ethics), Management will endeavour to appoint its representatives having regard to The Society's interests in effective representation.

88 GUIDELINES FOR SOCIETY REPRESENTATIVES ON CONTINUOUS QUALITY IMPROVEMENT (CQI) TEAMS

In a spirit of mutual trust and co-operation, these guidelines have been jointly developed by The Society and Management to assist the parties when there is involvement by Society-represented employees in continuous quality improvement (CQI) processes.

- 88.1** Society-represented employees have a legitimate role to play in the development and operation of continuous quality improvement teams at ESA.
- 88.2** When employees representing The Society are to be included on a CQI team, they will be officially appointed by the appropriate Unit Director or The Society Executive following discussions with the appropriate line managers. The Society will normally be provided with a task description or problem identification, including an estimate of the time required, as well as with selection criteria to assist in the selection of appropriate nominees for the activities at hand. The Society retains the right to make the final appointment.
- 88.3** Employees representing The Society on CQI teams will be given the opportunity to be involved in all aspects of the team activity; i.e., joint communications, joint training and education, etc.
- 88.4** Only conclusions that have been reached by consensus will be included in the final recommendations of the team.
- 88.5** The Society Board of Directors and appropriate Management staff should be kept informed regarding implications for any JSMC Agreements between ESA and The Society as the CQI team progresses. Recommendations, which impact on JSMC Agreements, will only be implemented when approved by the parties.
- 88.6** If innovative practices resulting from CQI team recommendations are tested/piloted, it is without setting precedent.
- 88.7** The Society and the local Human Resources office will be advised in advance of a quality improvement team implementing any innovative work practices, compensation schemes, etc. that challenge agreements between ESA and The Society. Sufficient time will be allotted for feedback before any such ideas are implemented.
- 88.8** Performance appraisals should support CQI processes. Toward that end, participation by Society-represented employees in CQI activities should be considered in a positive light when conducting performance appraisals providing their contribution to the CQI team has been useful.
- 88.9** Society-represented staff will be reimbursed for reasonable costs related to participation in CQI initiatives by ESA.

- 88.10** As a last resort, any issues relating to quality improvement that cannot be resolved locally should be referred to the Joint Society-Management Committee (JSMC) for further discussion.

89 TRIPARTITE AGREEMENT ON JOINT HEALTH AND SAFETY COMMITTEES

ESA and The Society agree to adhere to the Tripartite Agreement below:

The parties agree that the ESA's Tripartite Joint Union Management meeting shall serve as the Policy Committee under article 89 (Tripartite Agreement on Joint Health and Safety Committees).

TRIPARTITE AGREEMENT ON JOINT HEALTH AND SAFETY COMMITTEES

PRINCIPLES OF AGREEMENT between the employer, the Power Workers Union and The Society concerning the establishment or modification of Joint Health and Safety Committees to meet the requirements and intent of The Occupational Health and Safety Act, as amended by Bill 208.

1. SIZE AND COMPOSITION OF JOINT HEALTH AND SAFETY COMMITTEES

That the size of JHSCs will be determined through discussions and agreement between the three parties.

That the PWU and The Society shall comprise a minimum of 75% of the JHSC membership with the relative percentage of PWU and Society JHSC members being determined by these two parties based on criteria including but not limited to representation by population and historical make-up. Neither union shall have less than 25% of the total number of Committee representatives nor more than 50%. Disputes regarding numbers shall be referred to the Executive level of the PWU and Society for resolution and if agreement is not reached, to an arbitrator mutually agreed upon by the parties for binding resolution.

That Management's Committee representatives will be from outside of PWU and Society jurisdiction.

That the status, rights and treatment of all representatives on the JHSCs will be equal.

That the meetings of the JHSC will be chaired on a rotating basis by the Co-Chair of each party represented on the committee.

2. TRAINING AND CERTIFICATION

That all JHSC members will be trained and certified. Training and certification will be jointly determined and in accordance with legal requirements and the PWU and Society Authority to Stop Work Agreements, with the costs to be borne by the employer.

3. POLICY COMMITTEE (NON-LEGISLATED)

That a corporate-level Health and Safety Policy Committee shall be established to participate in the formation and evaluation of health and safety strategy and policy, to resolve policy-level issues impacting on tripartite health and safety initiatives including the Work Protection Code and Corporate Safety Rules

That the Policy Committee be comprised of an equal number of senior representatives from The Society, the PWU and Management.

That the parties will each select their respective committee members.

That the Policy Committee shall meet at least once per quarter.

That the employer shall provide the resources and training that the Policy Committee deems necessary with costs to be borne by the employer. Training development and delivery will be jointly determined.

That the Policy Committee shall receive a formal response to its input to policies/programming within 30 days.

4. ANNUAL EXPERIENCE REVIEW

That each year, upon request by any one of the parties to this Agreement, an experience review be undertaken by the parties of the benefits and difficulties of implementation of the Agreement and the impacts of organizational changes.

5. AMENDMENTS TO THE AGREEMENT

Amendments to the Agreement may be made at any time by the parties with mutual agreement in writing. If mutual agreement cannot be reached, the parties will refer to an arbitrator, mutually agreed upon by the parties, for binding resolution.

90 AUTHORITY TO STOP WORK

90.1 Definitions

"Where an Employee's health and safety is in immediate danger" (refer to 90.4.3), "immediate danger" shall mean, "conditions that pose an immediate threat to life or health, or conditions that pose an immediate threat of severe exposure to contaminants such as radioactive materials which are likely to have adverse or cumulative or delayed effects on health."

90.2 Intent

"Responsibilities and Accountability" are intended to reinforce the fact that this is a joint policy for which both parties are jointly responsible, i.e. we are in this together.

90.3 Introduction

Effectively involving employees and **Employers** in joint health and safety committee activities can enhance workplace health and safety. Under the Occupational Health and Safety Act, the use of Joint Health and Safety Committees (JHSC) is part of the legislative process, which has been labeled as the "Internal Responsibility System" (IRS). Within this participatory management concept, the JHSC's have been given specific rights and responsibilities under the Act such that, with their involvement, the right to know, the right to participate and the right to refuse unsafe work is further enhanced.

The employer and The Society of Energy Professionals ("The Society") agree that all unsafe work must be stopped. This Article on health and safety for the authority to stop work will further enhance the activities of the JHSC's and the IRS concept.

Changes to this Article can only be made by mutual agreement of the Joint Working Committee on Health and Safety. Where no agreement can be reached, the matter will be referred to the Joint Society Management Committee (JSMC) for resolution.

90.4 Authority to Stop Work

- 90.4.1** Where a workplace is unsafe, a Certified Society and Management member of the local JHSC can jointly prevent the start of the work or stop the work.
- 90.4.2** Where there is a disagreement between the Certified Society or Certified Management member of the local JHSC that the workplace is unsafe, the issue shall be immediately presented to the local JHSC for review and resolution.
- 90.4.3** Where an employee's health or safety is in immediate danger, a Certified Society or Management member of the local JHSC can stop the work. After calling the work stoppage, the Certified Society or Management member must contact the respective counterpart immediately and seek to obtain joint agreement on the stoppage as soon as possible. If joint agreement cannot be reached, the issue shall be presented to the local JHSC for review and resolution.
- 90.4.4** In cases where the JHSC cannot resolve issues arising from 2 or 3 above, the Ministry of Labour Inspector or the Atomic Energy Control Board shall be called in for resolution.

90.5 Training/Certification

- 90.5.1** The Society Joint Health and Safety Working Committee shall fully participate in the development of a specialized training program for all members of the Joint Health and Safety Committees.
- 90.5.2** The Society Joint Health and Safety Working Committee shall fully participate in the development, putting in place, and administration of testing and re-testing standards for all members of the JHSC's.
- 90.5.3** The Society Joint Health and Safety Working Committee shall fully participate in the establishment of a specific Training/Certification program for members of the JHSC's.
- 90.5.4** The Society Joint Health and Safety Working Committee shall fully participate in the development, implementation and administration of testing and re-testing standards for accrediting JHSC members into the Certification program. Such standards shall not be less than those established by the regulatory agencies or deemed to be equivalent to the intent of the regulatory standards.

90.6 Responsibility and Accountability

There shall be a shared responsibility and accountability by The Society and Management for the actions of their Certified members of the JHSC's.

90.7 Compensation and Discipline

It is understood that employees directly or indirectly affected by the application of this Agreement will not suffer any loss of wages or disciplinary action.

90.8 Decertification

Should a Certified member fail to act in good faith, The Society Joint Health and Safety Working Committee shall review the representative's action and make appropriate decisions.

Where there is disagreement regarding the action of the Certified member, the issue shall be taken to JSMC for resolution.

90.9 Assessment

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

91 HEALTH AND SAFETY DISPUTES

91.1 Except for disputes involving the principles set out in the Tripartite Agreement on Joint Health and Safety Committees, all other disputes involving allegations that ESA has violated the provisions of the Occupational Health and Safety Act (OHSA) will not be subject to the provisions of the grievance/arbitration procedure except where provided for by the legislation itself. The parties will attempt to resolve such disputes at the lowest level possible. Failing resolution, the dispute may be forwarded to the Ministry of Labour for final resolution.

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

92 JOINT HEALTH AND SAFETY COMMITTEES

92.1 ESA will continue to provide a high level forum in which Society representatives are able to address the health and safety concerns of employees with Management of various levels.

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

92.3 There are to be three levels of representation:

- ESA/Board level (JSMC)
- Corporate Health and Safety/Society working committee level (based on the following Terms of Reference)
- Local workplace level health and safety committees

Terms of Reference - September 27, 1989
Joint Working Committee on Health and Safety

1.0 Goal

Provide recommendations to assist the Health and Safety Division in the development, implementation and evaluation of ESA employee health and safety policy and programs.

2.0 Personnel

Director, Safety, and other Management staff as deemed necessary from time-to-time.

Chairperson of Society Health and Safety Committee and other Society members or a staff advisor to a maximum of five.

The Chair will rotate between the Director, Safety, and Chair of The Society Health and Safety Committee.

3.0 Function

Participate in the identification and resolution of problems and issues of ESA significance in employee health and safety policy and practice.

Participate in the development, promotion and implementation of ESA health and safety programs.

Meet the provisions of 90.5, 90.8 and 90.9.

The Committee will meet quarterly or as mutually agreed.

ESA will pay the expenses related to jointly agreed projects undertaken by or on behalf of the Joint Working Committee on Health and Safety.

- 92.4** ESA agrees to consult with The Society regarding new health and safety policies and procedures and regarding changes to existing health and safety policies or procedures except where provided for by the legislation itself. The Society will be given a reasonable amount of time to comment prior to implementation.

93 JOINT SOCIETY-MANAGEMENT COMMITTEE (JSMC)

Negotiations between ESA and The Society shall take place through a Joint Society-Management Committee (JSMC) to which each body will appoint an equal number of representatives. Negotiations shall be conducted in good faith and both parties shall make every reasonable effort to reach agreement on matters of mutual interest as expeditiously as possible.

94 PROBLEM-SOLVING TEAMS

94.1 The parties agreed that during the term of the Collective Agreement, problem-solving teams will be established in order to examine the following issues:

a) Benefits

Task – A joint team will examine and make recommendations on the administration of employee benefits, including cost management of the plans, and for presenting data on employee benefits items as assigned by the JSMC. This joint team will provide a forum for dialogue on employee benefits during the term of the renewed Collective Agreement.

Team Membership - Three representatives and one staff resource from each party plus additional resources as may be needed from time-to-time.

b) Pension Governance and Control

The parties agree to establish a committee to have access to reasonable pension plan and pension fund information (subject to the understanding that certain confidential information will not be available, and such confidential information that is supplied will be maintained in confidence by the committee/resource persons), and to explore the feasibility and advisability of:

- i) a new governance framework;
- ii) creation of a pension plan/fund for Society members only;
- iii) obtaining information that may be relevant to succession issues;
- iv) obtaining information provided to the Board Finance and Audit Committee dealing with the Pension Plan and Fund.

The committee shall be composed of six members, three to be selected by ESA and three to be selected by The Society. Each party shall have the right to have resource persons attend meetings and assist the members of the committee with their deliberations.

95 PUBLICATION OF COLLECTIVE AGREEMENT

All Society-represented staff should have personal access to a copy of the Collective Agreement. The preferred method is to provide access to this Agreement via an electronic basis such as KIOSK. Where there is no access to KIOSK the document could be distributed via disc.

ESA agrees to print sufficient copies for distribution to all elected Society representatives and to those employees without access to computer technology. The cost of printing the copies that are required (to be determined by joint agreement) will be shared on the following basis: 75% ESA; 25% (Society).

96 USE OF ESA COMPUTER FACILITIES

- 96.1** The Society may make use of any of the services provided by Information Management Systems Division to ESA line units.
- 96.2** The Society will be treated identically to ESA line with respect to service standards, procedures and support.
- 96.3** The price charged for the service will be the published rates of the Computer Centre plus the charge for administration, referred to as General Overhead, which may change.
- 96.4** Information regarding these services, e.g., technical support, manuals, billing structure, training, etc., may be obtained from the IMSD.
- 96.5** The Society will seek approval from the appropriate authorities prior to accessing or attempting to access any line units application programs or data. Any infringement of this condition by a Society member will be grounds for cancellation of this Article.
- 96.6** The services provided under this Article are to be used only for the purposes of assisting in the conduct of normal Society business and for provisions of service to its members.
- 96.7** Society data and programs may be protected from access by others by taking advantage of existing password mechanisms. It is The Society's responsibility to make arrangements to utilize such mechanisms.

97 STATUS OF CERTAIN CORPORATE POLICIES AND PROCEDURES

- 97.1** The following policies and procedures are subject to the grievance/arbitration provision of the Collective Agreement (Article 16).

The corresponding Human Resources Policies and Procedures reference and policy date are given in parentheses.

- a)** Personal Accident Insurance Plan (03-05-01, December 1988)
- b)** Educational Leave (02-03-02, October 1982)
- c)** Self-funded Sabbaticals (08-02-03, October 1987)

98 CODE OF CONDUCT

Where ESA develops a Code of Conduct, it shall make reasonable efforts to apprise The Society and employees of the contents thereof prior to implementing the same.

99 LETTERS OF UNDERSTANDING & MID-TERM AGREEMENTS

99.1 Letters of Understanding and Mid-Term Agreements will form part of this Collective Agreement. Letters of Understanding are found in Part XVI. Mid-Term Agreements are found in Part XVII.

99.2 Letter of Understanding

99.2.1 Intent

A Letter of Understanding may serve the following purposes:

- amend or add to the current provisions of the Agreement;
- elaborate/clarify the intentions of a provision of the Collective Agreement;
- establish provisions for issues not covered by the Agreement.

99.2.2 Grievance/Arbitration

Letters of Understanding are subject to the same grievance and arbitration provisions as are other items in the Collective Agreement.

99.2.3 Approval

Letters of Understanding must bear the signatures of both the Co-Chairs of the JSMC or their designates.

99.2.4 Duration

The parties agree that, for the most part, Letters of Understanding should contain "sunset clauses". In those cases where such a clause has not been put into a Letter of Understanding, The Society and ESA will at some time during Collective Agreement negotiations determine the status of each such Letter of Understanding (e.g., incorporate in to the Collective Agreement, delete it, extend it, etc.).

99.3 Mid-Term Agreements

Article 7 sets out the principles, grievance/arbitration status, approvals and duration of Mid-Term Agreements. Items, which are not subject to Mid-Term Agreements at the Business Unit level, may be referred by the Business Unit to the JSMC. Any Agreements approved by the JSMC through this process will be set out in a Letter of Understanding.

99.4 Note to Letters of Understanding and Mid-Term Agreements

ESA and The Society have not amended all Letters of Understanding or Mid-Term Agreements to reflect the separate Collective Agreement status of ESA. It is agreed, however, that the commitments, terms and conditions in these Letters of Understanding and Mid-Term Agreements will be binding on ESA in the same manner as they were applied to Ontario Hydro, to the extent that they are applicable to ESA.

101 NOTE TO PART XV - APPENDICES

ESA and The Society have not amended all the Appendices in Part XV to reflect the separate Collective Agreement status of ESA. In particular, the Appendices dealing with the Voluntary Recognition Agreement and subsequent amendments are historic documents and, therefore, references to "Ontario Hydro" have been maintained. It is agreed, however, that the commitments, terms and conditions in these Appendices shall apply to ESA in the same manner as they were applied to Ontario Hydro, to the extent that they are applicable to ESA.

PART XV - APPENDICES

APPENDIX I - RE: UTILIZATION AND ADVANCEMENT OF PROFESSIONAL ENGINEERS AND SCIENTISTS

Ontario Hydro and The Society agree the following principles will govern the utilization and advancement of professional engineers and scientists in **Ontario Hydro**.

- 1.0 The terms "professional engineers" and "scientists" shall include the employees' categories identified in Attachment A.
- 2.0 The MP2/FMP12 level of work shall normally be considered as a developmental stage for professional engineers and scientists performing engineering or scientific work.
- 3.0 The MP4/FMP14 level of work shall be considered as the "normal expectancy" level for fully qualified and competent engineers, or scientists in **Ontario Hydro**. MP3/FMP13 may continue to be a "journey person" level for engineers and scientists in some areas of activity.
- 4.0 Every effort should be made to provide professional engineers and scientists with an opportunity for advancement to MP4/FMP14, when they are capable of performing work at this level and such work is available.
- 5.0 Where an individual has demonstrated the willingness and capability to advance, and where advancement is impeded by lack of opportunity in the work area, every effort should be made to assist the individual in career advancement. This could include specific action steps such as training, job transfers, and rotations, which will provide greater promotional opportunity.
- 6.0 Greater emphasis is required on the screening of professional staff at an early stage in their careers for both their potential capability to perform work at the MP4/FMP14 level and their suitability for further employment in **Ontario Hydro**.

(signed by W.G. Morison for Management and F.R. Greenholtz for The Society, February 27, 1984)

ATTACHMENT A

UTILIZATION AND ADVANCEMENT OF PROFESSIONAL ENGINEERS AND SCIENTISTS

Professional Engineers

Incumbents of jobs with 600000 or 860000 occupation codes who are:

a) Licensed to practice engineering by the Association of Professional Engineers of Ontario (APEO)

or

b) University graduates in one of the following engineering disciplines:

Aeronautical Engineering (Aero Space, etc.)	Engineering General
Agricultural Engineering	Engineering Science (Physics)
Chemical Engineering	Geological Engineering
Civil Engineering	Mechanical Engineering
Electrical Engineering	Mining Engineering
Electrical Engineering	Metallurgy & Material Science
Electronics Engineering	Nuclear Engineering
Engineering Business (Industrial)	Water Resources Engineering

Scientists

Incumbents of jobs with 600000 or 860000 occupation codes who are university graduates in one of the Natural Sciences, the Applied Sciences, Mathematics or Computer Science and who are not classified as professional engineers.

**APPENDIX II - RE: INPUT TO ASSOCIATION OF PROFESSIONAL ENGINEERS OF THE PROVINCE OF
ONTARIO (APEO) SALARY SURVEY**

It is agreed that the method of input to the APEO Salary Survey of Employers and the analysis and use of the survey shall be in accordance with the following.

1.0 Data Input

1.1 The salary rates input to the survey shall be the rates paid for normally scheduled hours of work.

1.2 Such salaries shall be input for all **Ontario Hydro** engineers at Bachelor and/or post-graduate levels in engineering disciplines, who are engaged in engineering or scientific work (incumbents of M&P 600000 series jobs and of FM&P 860000 series jobs, who are represented by The Society), including engineering trainees who are registered (or eligible for registration) by the APEO.

2.0 Method of Input

2.1 Level A

Engineers whose Bachelor graduation occurred during the current or two previous calendar years, who are not incumbents of jobs classified as MP4 and FMP14 or higher.

2.2 Level B

- i) Engineers whose Bachelor graduation occurred during the third, fourth or fifth calendar year prior to the current year, who are not incumbents of jobs classified as MP4 or FMP14 or higher.
- ii) Engineers in jobs classified as MP1 and FMP11 who have sufficient years of experience to exempt them from eligibility for input to Level A.

2.3 Level C

Engineers in jobs classified as MP2, MP3, FMP12 or FMP13 who have sufficient years of experience to exempt them from the requirement to be input to Levels A or B.

2.4 Level D

Engineers in jobs classified as MP4, MP5, FMP14, FMP15.

2.5 Level E

Engineers in jobs classified as MP6, FMP16.

3.0 Annual Relative Standing

Ontario Hydro data will be excluded from the APEO survey data when making comparisons of **Ontario Hydro's** position relative to the community.

(signed by J.R. O'Connor for Management and B.A. Green for The Society, November 29, 1984 - revised in 1992/1994 Collective Agreement)

APPENDIX III - RE: PENSION PLAN ACTUARIAL ASSUMPTIONS

The parties agree that the actuarial assumptions used in costing pension benefits for bargaining purposes will be based on 8.5% discount rate, 7% salary increases, 5% CPI, 6% YMPE and the new retirement rates.

Ontario Hydro will provide written assurance that assuming a 6% rate increase in the YMPE for actuarial valuation purposes does not alter the benefit payable under the plan, which depends on the actual values of the YMPE regardless of any actuarial assumptions.

The next valuation report filed by **Ontario Hydro** with the Pension Commission will use whatever basis is deemed appropriate by **Ontario Hydro** and its actuary at the time of the filing. The need for any change in assumptions will be discussed with The Society prior to filing. The Society will not oppose Management filing a funding valuation on the basis set out in the first paragraph. However, The Society reserves the right to challenge a filing using any other basis.

(signed by W.S. O'Neill and C.B. Cragg, January 22, 1993)

APPENDIX V – RE: LIST OF MEDIATORS AND ARBITRATORS (INCOMPLETE)

Pursuant to Section 14.2, the parties submit the following individuals to be used as mediators/arbitrators if mutually agreed to:

Kevin Burkett
Pamela Picher
Michel Picher
Robert Howe

Professor Ken Swan
George Adams
Jane Devlin

APPENDIX VI - RE: JOINT JOB CHALLENGE RESOLUTION COMMITTEE

Pursuant to Article 19 the parties submit the following individuals to be used as arbitrators if mutually agreed to:

Barry Green
Bob Nunney
Wayne Pettis
Bob Richardson
Al Johnston
Alda McMahon
John Brics
Russ Richmond
Herb Sheppard
Chris Cragg
Lorraine Irvine

APPENDIX VII - RE: OUTLINE OF NEGOTIATING PROCESS FOR COLLECTIVE AGREEMENT

The parties agreed to make their best efforts to adhere to the following schedule for negotiating amendments to the Collective Agreement. Failure to adhere to this schedule shall not jeopardize the bargaining rights of either party. Dates refer to the calendar year in which Collective Agreement expires.

1. The JSMC will meet prior to January 31, 1996 to prepare a detailed work plan for negotiating the outstanding tasks set out in the Agreement (Articles 94, 97, etc.). The work plan will include a schedule of priority items, target dates, primary responsibilities, and resources.
2. By June 1, the parties will:
 - a) select their representatives for the main negotiating committee;
 - b) determine the schedule for main committee negotiating meetings;
 - c) select a mediator-arbitrator and determine the dates for mediation-arbitration;
 - d) receive progress reports on items under (1) above.
3. By August 1, the parties will:
 - a) identify those issues, which will be referred to sub-committees;
 - b) establish the terms of reference for the sub-committees and the target dates these sub-committees are to submit their final reports/recommendations to the main committee;
 - c) select their representatives on the sub-committees. The parties shall each appoint at least one representative from their main negotiating committee to serve on these sub-committees.
4. Sub-committees will begin meeting no later than September 1 and submit progress reports by October 15 and a final report no later than October 31 (unless specifically provided with a time extension by the JSMC).
5. Main committee negotiations will begin no later than October 15.
6. Main committee negotiations will conclude no later than December 1.
7. Mediation meetings with the mediator-arbitrator, if necessary, will conclude no later than December 15, unless further meetings are required to address issues which arise in the course of drafting contract language or if a tentative settlement fails ratification.
8. If necessary, an Arbitration Hearing will be conducted prior to January 31, 1997.

APPENDIX VIII - RE: AMENDMENT TO THE VOLUNTARY RECOGNITION AGREEMENT (VRA)

In light of major changes that have occurred since the Voluntary Recognition Agreement (VRA) came into effect on January 14, 1992, including significant Corporate restructuring, the parties' agreement to conduct a joint internal relativity project, and the need to clarify The Society's historical jurisdiction, The Society and **Ontario Hydro** agree to replace Sections 1.0 and 2.0 of the VRA with Article 2 of their Collective Agreement as amended by the Framework Agreement dated October 4, 1994.

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

(signed by B.R. Story and C.B. Cragg - October 4, 1994)

APPENDIX IX - RE: ARTICLE 2 - RECOGNITION CLAUSE

Ontario Hydro and The Society confirm the following understanding with respect to their agreement to amend Article 2 (“Recognition Clause”) of their Collective Agreement:

1. The parties agree that the Voluntary Recognition Agreement (Attachment A), subsequent amendments to the VRA and correspondence between the parties concerning jurisdictional matters will be admissible in the event of any future interpretation disputes concerning The Society’s recognition clause.
2. The parties agree that the intent of these amendments is to clarify The Society’s historic jurisdiction as the exclusive bargaining representative for the broad mix of professional and supervisory employees that comprise the M&P/FM&P and TMS/TS/OSS/SEI salary classifications on salary schedules 01, 02, 03, 04, 05, 06, 07, 08, 09, 13 and 18 except where such persons are performing managerial functions or are employed in a confidential capacity. As such, these amendments constitute a reconfirmation by **Ontario Hydro** of the commitments made by D.B. MacCarthy regarding The Society’s jurisdiction in his April 18, 1994 letter to P.T. Suchanek, Registrar of the Canadian Labour Relations Board.
3. The Society acknowledges that **Ontario Hydro** has consented to the deletion of the following subparagraphs from the bargaining unit description on the basis of the assurance of The Society contained in paragraph 4 below:
 - those persons included on the Executive Salary Roll and above;
 - employees whose full-time duties are security work;
 - employees in the Executive Office;
 - employees in the Office of the General Counsel and Secretary including the Law Division except Corporate Official Records Analysts, Corporate Archivists and Corporate Records Centre Supervisors.
4. The Society assures **Ontario Hydro** that this Agreement, to delete the sub-paragraphs contained in paragraph 3 above, does not extend the previously agreed upon jurisdiction of The Society, except upon consent of the parties, beyond that jurisdiction identified in the Voluntary Recognition Agreement. However, should jurisdictional claims be made by any other bargaining agent for the classifications referred to in paragraph 3 above, The Society may assert a parallel or related claim.
5. The parties acknowledge that there are thirteen jurisdictional grievances filed by The Society pending resolution (listed in Addendum A) and that these amendments are not intended to prejudice the outcome of these disputes.
6. The parties acknowledge that the definition “associated employees” in Subsection 2.3.2 includes, but is not limited to, positions listed in Addendum B, and other similar positions created in the future.

(signed by B.R. Story and C.B. Cragg - October 4, 1994)

ATTACHMENT A

VOLUNTARY RECOGNITION AGREEMENT

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

1.0 Recognition Clause

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

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

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

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

she/he supervises at least seven (7) employees (directly or indirectly) on a regular and continuous basis.
 - ii) she/he supervises employees who are excluded from The Society under (c) (i), (d), (e) or (f);
- d) employees who are primarily employed in a confidential capacity affecting the terms and conditions of employment for **Ontario Hydro** staff;
- e) employees whose full-time duties are security work;
- f) employees who are members of a profession entitled to practice in Ontario and who are employed in a professional capacity where the Ontario Labour Relations Act excludes such persons from coming under the Act by virtue of their profession."

2.0 Clarity Notes

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

2.1 Includes:

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

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

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

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

- a) Employees paid from Salary Schedule 01 rated under Plan A as having "Staff Responsibility" Degree 4 (or higher) or its equivalent and MP6 employees as having "Staff Responsibility" Degree 3 (or higher) or its equivalent.
- b) Employees in the Executive Office.

- c) Employees in the Office of the General Counsel and Secretary including the Law Division except Corporate Official Records Analysts.
- d) Positions currently listed in Agreement RS-1 dated October 11, 1990.
- e) Human Resource trainee positions on Schedule 04.

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

4.0 Arbitration

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

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

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

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

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

4.2 The parties will hereby undertake to develop appropriate internal comparisons, an external community for comparison and criteria for measuring total compensation by no later than September 1, 1992 and failing such agreement either party may refer the outstanding differences to an arbitrator for a final and binding decision. This undertaking and its referral to arbitration shall be enforceable under the Arbitrations Act.

5.0 No Strike/No Lockout

The Collective Agreement will recognize that The Society, employees within the scope of the bargaining unit, and the Corporation are pledged to the effective and efficient operation of **Ontario Hydro** and that they pledge themselves, individually and collectively, to refrain from

taking part in strikes, lockouts or sympathy strikes and other interference with work or production as long as the terms and conditions in section 4.0 continue.

6.0 Supervisory Employees

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

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

7.0 Enforcement

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

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

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

8.0 Selection of Mediators and Arbitrators

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

9.0 Duration

The Agreement shall come into effect on the date of ratification and shall remain in effect thereafter except for section 4.0 and 5.0 which may be terminated by written notice by either party not less than six months prior to the expiry of the Collective Agreement in operation on January 1, 2001 or any subsequent Collective Agreement. In the event that The Society provides notice of termination of sections 4.0 and 5.0, **Ontario Hydro** may require that the supervisors defined in this Agreement form a separate bargaining unit for which The Society shall be recognized as the bargaining agent and for which there shall be a separate Collective Agreement. In addition, The Society shall continue to be recognized as the bargaining agent for non-supervisory staff defined in this Voluntary Recognition Agreement. Disputes on the identification

of supervisors shall be submitted to a mutually acceptable arbitrator for settlement. If the parties fail to agree to appoint an arbitrator, either party may refer the matter to the Minister of Labour or the Chief Justice who shall appoint an arbitrator. If **Ontario Hydro** provides notice of termination of sections 4.0 and 5.0, it shall continue to recognize The Society as representing all employees in one bargaining unit per this Voluntary Recognition Agreement and ensuing Collective Agreements.

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

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

10.0 Federal Jurisdiction

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

11.0 Ratification

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

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

13.0 Until the terms of a first Collective Agreement are reached, **Ontario Hydro** agrees to adhere to the terms and conditions of employment found in the existing Master Agreement, Subsidiary Agreements and Memoranda of Understanding with respect to the agreed upon bargaining unit. Applicable sections of the Manual of Human Resources Policies and Procedures will act as a supplement to the aforementioned joint documents.

14.0 Effective the first month following the date of ratification, **Ontario Hydro** shall deduct dues from each employee in the unit and remit this amount to The Society forthwith.

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

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

Schedule A

Memorandum of Understanding for a Framework Agreement

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

1.0 Society Interests vs. Corporate Interests

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

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

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

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

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

2.0 Collective Agreement

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

3.0 Supervisory Employees - Code of Ethics

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

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

3.1 Grievance Procedure

The Collective Agreement will have a grievance procedure, which will recognize:

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

4.0 Representation on Corporate Committees

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

5.0 Selection of Supervisors

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

6.0 Membership in The Society

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

7.0 Dues Deduction (Rand Formula)

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

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

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

ADDENDUM A

The following jurisdictional grievances have been filed by The Society and are pending resolution, as of September 30, 1994.

1. Mechanical Maintenance TMS (OHN, filed September 15, 1993).
2. Supervising Electrical Inspector (Retail, filed September 20, 1993).
3. TMS Forestry (Retail, filed November 2, 1993).
4. NESD Shift Site TMS (OHN, filed November 12, 1993).
5. Bruce A Civil Maintenance (OHN, filed November 18, 1993).
6. Shift Superintendent B/Shift Site Supervisor (Fossil, filed December 16, 1993).
7. SMS Outage Co-ordinator (OHN, filed December 16, 1993).
8. Computer Shift Supervisor (Business Services, filed December 16, 1993).
9. Mechanical Maintenance Training Co-ordinator (OHN, filed January 12, 1994).
10. Senior District Clerk (Grid, filed March 1, 1994).
11. Senior Clerk (OHN, filed March 1, 1994).
12. NWESD Mechanical Maintenance TMS (OHN, filed April 22, 1994).
13. DNGS Service Maintenance TMS (OHN, filed August 3, 1994).

ADDENDUM B

Occupation Code	Job Title	Salary Schedule	Salary Grade
748042	Vault Officer	01	01
748836	Recruitment and Training Officer	01	01
739055	Organization and Systems Analyst	01	01
748105	Recruitment and Training Officer	01	01
752215	International Project Administrator	01	01
741051	Co-ordinator - Area Office Practices	01	02
719010	LAN Administrator	01	02
741050	Co-ordinator - Customer Service Practices	01	02
748252	Assistant Training Officer	01	02
734075	Business Systems Analyst	01	02
753063	Trade Development Officer	01	02
741845	Transportation Field Co-ordinator	01	02
753847	Material Systems Officer	01	02
734080	Information Systems Support Analyst	01	02
739008	Regional Office LAN Administrator	01	02
623013	Materials and Procurement Services Officer	01	02
730844	Facilities and Services Analyst	01	02
759090	Team Leader - Transportation Planning	01	02
753860	Administrative Services Officer	01	02
752046	Business Planning Co-ordinator	01	02
729051	Transportation of Dangerous Goods Specialist	01	02
719009	LAN Administrator	01	02
734078	Information Systems Specialist	01	02
734079	Office Systems Analyst	01	02
748867	Business Systems and Training Officer	01	02
748850	Emergency Preparedness Officer	01	02
741817	Service Co-ordinator - Kipling Complex	01	03
741072	Co-ordinator - Lines Work Methods	01	03
729056	Building Maintenance Officer	01	03
748865	Field Training Officer	01	03
753403	Senior Employment Officer - Nuclear Operations	01	03
710007	Digital Mapping Co-ordinator	01	03
759026	Training Officer	01	03
741828	Operating & Maintenance Projects Co-ordinator	01	03
741827	Service Co-ordinator	01	03
729043	Building & Facilities Disposal Officer	01	04
741841	Production Co-ordinator	01	04
729014	Maintenance Specialist - Mechanical	01	04

APPENDIX X - RE: CONFLICT OF INTEREST - SECURITY STAFF

February 24, 1995

Mr. C. Cragg
President
The Society of **Ontario Hydro**
Professional and Administrative Employees
Suite 630, 525 University Avenue
Toronto, Ontario
M5G 2L3

Dear Chris:

Conflict of Interest - Security Staff

This will confirm the intent of the internal and external confidential review/resolution process in Article 2, Subsection 2.4. This process does not deny the parties access to the grievance/arbitration process but recognizes that conflict of interest situations may require an alternate forum for resolution. The issues that may give rise to a conflict of interest between the duties and responsibilities of the Security Staff and their membership in The Society may involve sensitive and confidential security matters that would not be appropriate to the usual grievance/arbitration process. The parties may desire to deal with these issues *in camera* or with the immediate involvement of other representatives who are not usual participants in the grievance/arbitration process. The employee is entitled to Society representation in this process and in the event that the process is not successful or results in discipline or other actions directly affecting any of the parties, all parties would maintain the right to pursue these actions through the grievance/arbitration process.

(signed by B.R. Story - February 24, 1995)

APPENDIX XI - RE: PEAK DEMAND HOUR ARRANGEMENTS

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

Definitions

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

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

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

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

Intent

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

Conditions

- a) The peak workload periods will be declared prior to the start of the year for the entire year. The declared peak workload periods for the year will not be less than four weeks’ cumulative duration (or normal conditions for the employee will apply). The declared peak workload periods will not exceed 26 weeks of the year cumulative duration. For purposes of this Appendix, the

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

- b) Peak demand workers may be assigned to normal hours, work and/or shift schedules that average more than the normal workweek during the declared peak workload periods. Other articles in this Collective Agreement regarding shift work, hours of work, and standard hours do not apply during declared peak workload periods, except:
 - Articles 59.3, 60.4, 61.2 and 61.3 regarding shift allowance for work schedules on weekends, and nights; and
 - special conditions for 12-hour shifts as per Article 61.6.
- c) Management will strive to provide at least seven days' notice of an assignment to a work or shift schedule that requires work outside of normal hours during the declared peak workload periods. However, any hours worked outside of normal hours without at least three days' notice will not be considered scheduled work for purposes of this Appendix.
- d) Work performed outside of scheduled hours is overtime and will be compensated at the appropriate overtime rate(s).
- e) During the declared peak workload periods, an amount equal to the number of scheduled hours worked each week in excess of the normal workweek will be "banked". The banked time will be taken as time off at straight time during times of the year outside of the declared peak workload periods, subject to meeting work requirements. When possible, the time off will be scheduled by mutual agreement between the employee and Management. If work requirements have prevented an employee from taking his/her "banked" time off, the time remaining will be compensated as follows: for positive balances in the time bank remaining at the end of the year, the employee will receive payment at time and one-half for 50% of the hours and double-time for the balance.
- f) An employee's base wages will be maintained throughout the year, regardless of the number of scheduled hours worked per week during the declared peak workload periods, or hours taken off at straight time from the time balance "bank" during other periods of the year.
- g) The design of work and/or shift schedules used during the declared peak workload periods will be flexible to meet work requirements and consistent with the limitations of the appropriate legislation. Specific rules to be adopted for the design of work and/or shift schedules for peak demand workers may include:
 1. The length of a scheduled shift or extended workday cannot exceed 12 hours.
 2. No more than 48 hours of work may be scheduled (i.e., exclusive of overtime) in a week.
 3. The start of a scheduled shift or work period must be at least 24 hours following the start of the previous scheduled shift or work period.
 4. At least eight hours of time off will be provided between work periods including overtime.

5. Although the content, preparation, costing and administration of work and/or shift schedules is the sole responsibility of the Corporation, the preference of the majority of peak demand workers to be assigned in the affected work group will be considered in designing the work and/or shift schedule.
6. Every attempt will be made to assign employees from those in the appropriate work group, to a work and/or shift schedule under this **Appendix**, on a voluntary basis. However, in the absence of sufficient qualified volunteers, the Corporation may assign specific individuals to perform the work.

APPENDIX XIII - CLARIFICATION NOTES FOR ARTICLE 74

Purpose of These Notes:

- To clarify the contractual language in Article 74 to reflect the intent of the parties during negotiations
- To permit clarifications to be understood for use during the contingency planning process.
- These notes do not alter or amend Article 74 but should be added to the Article.

Clarifications:

1. Section 74.2

- a) Should the parties, as outlined, be unable to come to joint agreement on whether work is essential, then a decision will be made by a jointly agreed to third party. This person may be internal or external to ESA, and will make a decision within 6 hours of the dispute referral by either party. Decisions made by the third party will be binding for the purposes of work assignment. This decision may be subject to the grievance process at a later date.

The third party will be **George Adams**.

- b) It was the intent of this Section that requests to employees to accept essential work assignments will contain as much information about the assignment as possible, such as work location, training schedules, etc. It is expected that Management will request work assignments as close to employee home locations as possible.

Section 74.2 and 74.4

Within these Sections, the assignment of work occurs when an employee accepts Management's request for an essential work assignment and any training, if required. All agreements and legislative conditions with respect to work refusal on the grounds of health and safety, etc., continue to apply under this Article.

Section 74.4

One possible situation under this Section may be when there are outstanding essential work assignments once the pool of available and qualified ESR and MF staff has been exhausted and Society-represented employees acceptances have been received. In this emergency situation, Management will assign essential work to Society-represented employees who either have or will obtain the appropriate skills and training. This clarification was necessary because both parties recognize the legal obligations of ESA to ensure essential work is carried out. Management will also take into account personal circumstances before assigning work under this particular emergency situation. Normal Management rights apply to these work assignments.

Signed December 21, 1995:

Mario Germani
President
The Society

Eric Preston
Asst. Vice President
Labour Relations

**Revised Template for Letter Requesting a
Society-Represented Employee to
Accept an Essential Work Assignment**

Employee Name

Date

Request to Perform Essential Work

The Business Unit Name and **Society Local Vice President** have now completed their assessment of work required to maintain essential services should the Power Workers' Union (PWU) withdraw the services of its members following expiry of the current Collective Agreement.

Based on your background and experience, ESA is asking you to perform essential work as follows:

Location: _____

Position: _____

The exact commencement date of this assignment is dependent on the outcome of negotiations between the PWU and ESA.

The training, if required, for this position will be provided as follows:

Location: _____

Time: _____

Please complete the form below and return this letter to your supervisor within 1 week from the date of the request.

You will be contacted by Contingency Planning Contact or their designate, who will provide you with information about the assignment, compensation, working conditions, expenses and any details associated with training. A copy of the relevant portions of the ESA/Society Collective Agreement is attached for your reference.

R2 signature

cc Human Resources

()

I accept the assignment

()

I wish to request a change to this assignment

()

I do not wish to volunteer for this assignment

**Template for Letter Assigning
Essential Work to
Society-Represented Employee**

Employee Name

Date

Assignment to Perform Essential Work in an Emergency

The Business Unit Name and **Society Local Vice President** have now completed their assessment of work required to maintain essential services should the Power Workers Union (PWU) withdraw the services of its members following expiry of the current Collective Agreement.

Based on your background and experience, ESA is assigning you to perform emergency essential work, due to insufficient resources, as follows:

Location: _____

Position: _____

The exact commencement date of this assignment is dependent on the outcome of negotiations between the PWU and ESA.

The training, if required, for this position will be provided as follows:

Location: _____

Time: _____

If, for extenuating personal circumstances, you want to request a change to this assignment, efforts will be made to try to accommodate your request.

You will be contacted by Contingency Planning Contact or their designate, who will provide you with information about the assignment, compensation, working conditions, expenses and any details associated with training. A copy of the relevant portions of the ESA/Society Collective Agreement is attached for your reference.

R2 Signature

cc Human Resources

#1

December 3, 1998

Mr. John Wilson, President
The Society of **Ontario Hydro** Professional
and Administrative Employees
525 University Avenue, Suite 630,
Toronto, Ontario
M5G 2L3

Dear John:

Side Letter Re Package Agreement on Grouping 5

This is to clarify the treatment under Article 37 of The Society Collective Agreement (Release of Society Representatives) when employees are released from their regular positions. These employees will retain the position they had subject to applicable provisions of the Collective Agreement. In addition, such employees are entitled to such reasonable training or reskilling to return to normal duties as is feasible.

In the event a Society representative is declared surplus, Society responsibilities will be factored in for the purposes of clause 64.7.1.2 (Interruption of Search/Notice Period).

Yours truly,

Steve Strome
Vice President, Labour Relations
Corporate Human Resources

#2

December 4, 1998

Mr. John Wilson, President
The Society of **Ontario Hydro** Professional
and Administrative Employees
525 University Avenue, Suite 630
Toronto, Ontario
M5G 2L3

Dear Mr. Wilson:

This will confirm certain understandings reached during collective bargaining, concerning the Pension Plan:

- b) The employees represented by The Society constitute a separate class within the **Ontario Hydro** Pension Plan;
- c) The committee established as a result of the Memorandum of Settlement for the 1997-1998 Collective Agreement shall continue to have access to reasonable pension plan and pension fund information, which shall include reasonable information related to the allocation and transfer of pension funds from the **Ontario Hydro** Financial Corporation Pension Plan to a successor pension plan as contemplated by S. 100 of the Energy Competition Act. Prior to its publication, the committee will review any brochure, which provides a summary of the pension plan and any specific provisions and entitlements of The Society pension class;
- d) In the event of a division of the **Ontario Hydro** Pension Plan into two or more successor pension plans, the provisions of this letter are applicable in respect of each successor pension plan.
- e) The employer confirms it remains responsible in respect of all rights and Benefits under Article 50 of the Collective Agreement.

Yours truly,

Steve Strome
Vice President, Labour Relations
Corporate Human Resources

PART XVI - LETTERS OF UNDERSTANDING
--

LETTER OF UNDERSTANDING

#1 COMPENSATION AND WORKING CONDITIONS - ESSENTIAL DUTY ASSIGNMENTS

It is agreed that the following provisions will govern the compensation and working conditions applicable to Society-represented staff who are assigned essential service duties.

1.0 General Provisions

- 1.1** All policies and practices and terms of the Collective Agreement, which normally apply to Society-represented staff, will continue to apply during a strike/lock-out unless modified, replaced or set aside in accordance with this Agreement.
- 1.2** All employees, including employees not assigned to work of another bargaining unit, will continue to receive their normal pay rate, including performance standing, for their regular job.
- 1.3** For those employees who normally work shifts, all existing shift schedule arrangements, including time-balanced schedules, will be suspended from the date the work stoppage commences until the work stoppage ends. Compensation treatment will be equitable for all employees assigned to essential duties during the work stoppage.
- 1.4** All employees assigned to essential duties will be compensated based on a 35-hour workweek. As a minimum, employees will continue to receive pay equivalent to their normal base earnings. For employees whose rate is normally based on a 37.5 hour or 40 hour week, a premium of 0.5 times the hourly rate will apply after 35 hours in a week until their normal hours of work (i.e., 37.5 or 40) is reached. Overtime beyond this will be compensated at the appropriate overtime rate.

A positive time balance will be paid at the termination of the essential service assignment and a negative time balance will be written off.
- 1.5** For situations involving the crossing of picket lines, refer to Article 77 of the Collective Agreement ("Crossing Picket Lines of Other Unions").

2.0 Compensation - General**2.1 Scheduled Work on Weekdays**

- 2.1.1** Employees assigned to essential work will be compensated at straight time rates for the first seven (7) hours of work. The following seven (7) hours worked shall be compensated at time-and-one-half subject to treatment for employees normally working 37.5 or 40 hours a week as outlined in Section 1.4.
- 2.1.2** All hours worked in excess of fourteen (14) continuous hours shall be compensated at:
 - a)** Double-time; or

- b) Straight time plus an hour off for each hour worked in excess of fourteen (14) hours.

2.2 Scheduled Work on Saturdays, Sundays, and Statutory Holidays

- 2.2.1 All employees assigned to work shifts and scheduled to work on Saturdays and Sundays will receive straight time pay for the first seven hours worked as part of a normal scheduled workweek.
- 2.2.2 All employees assigned to work shifts will receive straight time pay for the first seven hours worked on a statutory holiday as part of their normal scheduled workweek. One hour off for each hour worked up to the statutory holiday credit (seven hours) will be given at a later date acceptable to the employee and Management.
- 2.2.3 The appropriate shift allowances as per Article 59 ("Shift Work [M&P, TMS, TS, OSS]") and Article 60 ("Shift Work [FM&P]") will be paid to all employees required to work shifts.

2.3 Overtime Worked on Saturdays, Sundays and Statutory Holidays

- 2.3.1 Employees shall be compensated at time-and-one-half for the first fourteen (14) hours worked on a Saturday.
- 2.3.2 Employees shall be compensated at double-time for the first fourteen (14) hours worked on a Sunday.
- 2.3.3 Employees shall be compensated at double-time for the first fourteen (14) hours worked on a statutory holiday. In addition, one hour off for each hour worked up to the statutory holiday credit (seven hours) will be given at a later date acceptable to the employee and Management.
- 2.3.4 All hours worked in excess of fourteen (14) hours on a Saturday, Sunday or statutory holiday will be compensated at:
 - a) Double-time; or
 - b) Straight time plus an hour off for each hour worked in excess of fourteen (14) hours.

2.4 Time Off in Lieu

Employees may choose to be compensated in money, paid time off, or a combination of both for overtime worked while assigned to essential work. Scheduling of time off will be subject to agreement of the regular supervisor following the end of the work stoppage.

3.0 Travel Time

All travel time except time spent in travel when called out for any emergency overtime, will be compensated at straight time. Travel time for emergency overtime will be considered as overtime.

4.0 Expenses

- 4.1 Reimbursement will be made for appropriate out-of-pocket expenses incurred as a result of undertaking assignments during a strike situation. As such employees should not profit from reimbursement of expenses. Appropriate expenses include, but are not limited to, travel, meals, accommodation, cancellation of vacations, increased childcare, and damage or loss of private property.
- 4.2 Expenses incurred during a temporary assignment will be submitted to the temporary supervisor for approval.

5.0 Essential Work Rating Scale

- 5.1 The Essential Work Rating Scale set out in Attachment A forms part of this Letter of Understanding and will be updated by the Joint Society-Management Committee, prior to application.

(Signed by Brian Story, Co-Chair for **Ontario Hydro** Management and Chris Cragg, Co-Chair for Society, dated June 27, 1994.)

ATTACHMENT A
Essential Work Rating Scale

(A) WORKING CONDITIONS

Employees who are assigned to essential work will automatically receive credit for this factor. It is assumed the individual will be subjected to pressures, demands or unfavourable/hazardous working conditions, which deviate significantly from the norms of the regular position. Employees/supervisors whose work responsibility will increase significantly as a result of a work stoppage may be assigned to special duties by their respective line management.

Payment per Day: \$30.00

(B) SHIFT ASSIGNMENT

Employees who are assigned to work a shift schedule will automatically receive credit for this factor for each day they work the shift schedule.

Payment per Day: \$30.00

(C) SPECIFIC ALLOWANCES

The following allowances are to compensate for situations where employees are required to perform essential work under specific working conditions.

An employee can receive compensation for only one of the following allowances.

24- Hour Availability

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

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

Payment per Day: \$46.00

OR

Remaining at *Ontario Hydro* Facilities on 24-Hour Basis

An employee is required to remain/live at the work location for a 24-hour period.

Payment per Day: \$120.00

On-Call Service

An employee is permitted to remain at home following his/her scheduled work but is required to be available to work outside normal working hours.

(Reference: Article 56 - "On-Call Service")

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

LETTER OF UNDERSTANDING

#2 RE: PEAK WORK HOURS ARRANGEMENTS

This will confirm the understanding reached at negotiations with respect to Article 72 - Peak Demand Work Arrangements and Appendix XI.

Article 72 contemplates that a joint local team will develop a design for the Peak Demand Hours Arrangement in local areas using Appendix XI as a guideline. The local joint teams will also devise an implementation plan for the arrangement. That plan could involve staffing the arrangement with volunteers on a test basis. The volunteers would have to volunteer for a full 12-month cycle. The fact that an individual did not volunteer will not negatively reflect on his/her performance evaluation. The results of that test application could be reviewed by the local joint team. This review might result in revisions to the arrangement.

It is expected that ultimately the arrangement would become a local Mid-Term Agreement.

(Signed by B.R. Story and C.B. Cragg - October 4, 1994 - Joint Society-Management Committee [JSMC])

LETTER OF UNDERSTANDING**#3 RE: EXPEDITED JOB REVIEW PROCESS**

The undersigned parties agree to continue the expedited job review process on the following basis:

1. The expedited process will be used for all employee-initiated job review requests filed outside of the grievance process and may also be used for management-initiated job review. Management may conduct job reviews outside of the expedited process, but priority will be given to the Job Evaluation Integration Project (JEIP) and reviews approved through the expedited process.
2. This process applies to job review requests that meet the following threshold criteria:
 - a) Duties driving the review are ongoing and not temporary in nature and it appears likely that the salary classification will change either up or down); and/or
 - b) It appears likely that the employment continuity of an employee will be adversely impacted in the short-term (i.e., Article 64 has been invoked or will be within 3 months) if his/her job document is not updated.
3. Requests for expedited job reviews ("requests") must be submitted using a jointly agreed standard request form. The completed form must include the following information:
 - The date of the request.
 - A description of ongoing job duties performed, and in particular those ongoing duties that are not accurately described in the incumbent's existing job document and when these duties began.
 - Signatures of the incumbent(s) and his/her/their supervisors indicating their consensus on what the ongoing job duties are (but not necessarily that they agree on the rating implications of these duties).
 - An acknowledgement by the applicant that he/she understands that the job ratings that result from an expedited review may go up or down or remain the same.
4. All requests shall be processed by the Ontario Hydro Joint Job Review Committee (JJRT).
5. The JJRT shall consist of The Society and Ontario Hydro representatives appointed to the JEIP Core Team and shall operate on the basis of joint, consensus decision-making. Business Unit representatives (Society and/or Management) may attend and participate (but not in a decision-making capacity) in Ontario Hydro JJRT meetings reviewing requests from their unit.
6. The JJRT may decide on the following issues:
 - Whether or not a request meets the threshold criteria for approval for expedited treatment, per item #7.
 - The terms of reference for approved expedited reviews (e.g., scope of application of review results).
 - Whether or not to amend the timeliness for the expedited process for a given review.
 - The final rating results of approved reviews where an incumbent appeals the draft review results (i.e., the JJRT may override the results of the draft review by the job analyst).
7. JJRT decisions are neither grievable nor arbitrable.

8. Unless otherwise amended by the JJRT, the following steps and timelines will apply:

Step 1: Using the standard form, request is initiated by either incumbent(s) or line management. Other party signs the form indicating agreement with evidence submitted in support of request (10 working days from the date of receipt of request). Form sent to JJRT.

Step 2: JJRT decides whether or not to approve request for expedited treatment (15 working days from the date of receipt of request). The JJRT will determine the terms of reference for approved reviews (e.g., scope of application of review results, dating for retroactivity purposes, etc.). The JJRT will forward approved reviews to a job analyst and notify the affected incumbent(s) of the approval.

Step 3: Job analyst conducts review and sends results to line and incumbent(s) (40 working days following receipt by the Analyst of JJRT request to conduct the review). After Management has signed and approved the draft rating, the draft results (including ratings) will be sent to the incumbent(s) for review and sign off as having seen (but not necessarily agreed with). Management has the option of implementing the job based on the draft review results.

Step 4: If the incumbent disagrees with the draft review results, he/she may appeal to the JJRT with written rationale (10 working days following receipt of draft review results).

Step 5: If an incumbent appeals the draft review results, the JJRT will make final decision on review results (15 working days following receipt of appeal). JJRT may override results of analyst's review.

Step 6: If the JJRT reaches consensus, its decision is final. If the JJRT is unable to reach consensus, The Society may refer the matter to Joint Job Challenge Resolution Committee for a final and binding resolution.

9. This Letter of Understanding does not modify, waive or limit The Society's grievance rights in respect of Ontario Hydro's interpretation, application or administration of the Collective Agreement except as expressly provided for herein.

This Letter of Understanding terminates the earlier of JSMC approval of the results of Phase 2(b) of JEIP (or equivalent) or December 31, 2003.

J. Wilson
for The Society

S. Strome
for Ontario Hydro

Date

LETTER OF UNDERSTANDING**#4 RE: PRE-MIX AND MATCH SURPLUS DECLARATIONS****Intent**

To provide a fair opportunity to retain employment for those employees who are at a substantial risk of being declared surplus within the Unit of Application of those JRPTs yet to conclude their mix and match.

Process

- 1.0 Employees who are a part of a Unit of Application that has not yet concluded its mix and match and who wish to apply for corporate vacancies may request that they be granted surplus status subject to the following:
 - 1.1 Employees will submit their request to be accorded surplus status to their JRPT. The JRPT will only extend surplus status to those employees who are at real risk of being declared surplus or, subject to confirmation by the JROT, at real risk of not receiving a reasonable job offer. The JSMC will be advised of such employees.
 - 1.2 Employees who are extended surplus status by their JRPT will be provided with a surplus letter as is described in the Employment Continuity provisions.
- 2.0 The search notice period of an employee who is extended surplus status will begin upon written receipt of his/her Declared Surplus letter.
- 3.0 This surplus status will be automatically removed when the employee is selected to or placed in an ongoing position. Surplus status will also be withdrawn, at the employee's request, if Management withdraws the vacancy notice in which the employee was seeking priority consideration. In such circumstances, the surplus status will be withdrawn from the date it was issued.
- 4.0 An employee who is provided with surplus status as described above will be entitled to the same rights as those employees who have been Declared Surplus as a result of a mix and match procedure. Such employees will also be entitled to fully participate in the mix and match process within their own Unit of Application.
- 5.0 JRPTs will have the responsibility to monitor and update a list of employees to whom they extended "at risk" surplus status.
- 6.0 This Letter of Understanding terminates on December 31, 2003.

J. Wilson
for The Society

S. Strome
for ESA

Date

LETTER OF UNDERSTANDING**#5 RE: SOCIETY-MANAGEMENT FUNCTION/ESR BOUNDARY ISSUES****Intent**

This LOU seeks to clarify employee rights during the operation of Article 64 related to positions at or near to the boundary between The Society and Management Function and provide an equitable means for employees to participate in competitions or a mix and match and follow their work where it has been transferred in or out of The Society's jurisdiction as a result of a reorganization. It is not intended to provide enhanced employment continuity rights in comparison to employees whose work has not changed jurisdiction.

The Problem

1. Position X is in the old organization and is in The Society. The duties change very little in the new organization but the change is sufficient to alter the jurisdiction of the position (e.g., the span of supervision and control is expanded and there will be more Society direct reports).

Under the current rules The Society-represented employees currently in position X will not be permitted to compete for the position in the new organization during a mix and match.

2. There is a converse of 1. Position Y is currently excluded from The Society (i.e., MF or ESR). In the new organization the position is substantially the same but the jurisdiction of the job will move to The Society's jurisdiction. Once again, the change is minimal (e.g., there is reduced supervision and fewer or no Society direct reports).
3. Position Z is being formed in the new organization. It appears that it will be excluded/included but there is uncertainty about some factors (e.g., the number of direct reports). Therefore, the jurisdiction is uncertain and may eventually change.

In this case, Management could make an arbitrary designation as excluded and The Society could challenge the designation later. If Management were to do this, then The Society-represented employees would not be able to compete for the position during a mix and match process. If the ultimate jurisdiction was within The Society, it could be that the selection process would have to be repeated.

If Management were to designate the position as included in The Society then MF and ESR would be excluded from a mix and match process. A similar result could occur, if the jurisdiction were to subsequently change.

The Solution

A joint process for identifying positions X, Y and Z will be established as follows:

1. Management will identify the X, Y and Z positions and identify the employees who could be adversely affected. The Society will have approval/veto rights. (Note: This is intended to ensure X, Y and Z positions are legitimate and not intended to increase the opportunities for MF and ESR employees or reduce the opportunities for Society represented employees to exercise their seniority rights in the mix and match process.)
2. Category X - These positions will be filled in the MF mix and match or advertised ESA-wide using the normal vacancy process if not filled in the mix and match. Society represented employees identified under paragraph 1 will be treated equally to MF employees during a mix and match

but may only be selected for Position X. If the position is advertised ESA-wide, then the employee will be treated preferentially (i.e., be granted the same priority as surplus MF or ESR) for the specified position only. If the employee is not selected, then the employee can exercise all of his/her normal rights under Article 64. Where the employee is not selected for the position, The Society and the employee will be advised of the selection criteria and provided with reasons for non-selection.

3. Category Y - These positions will be filled in The Society mix and match or advertised ESA-wide using the normal vacancy process if not filled in the mix and match. MF or ESR employees identified under paragraph 1 will be treated equally to Society employees during a mix and match but can only be selected providing they meet the senior qualified criteria for Position Y (i.e., such employees cannot be placed in any other position or displace Society-represented employees). If the position is advertised ESA-wide, then the employee will be treated preferentially (i.e., be granted the same priority as surplus Society) for the specified Y position only. If the employee is not selected, then the employee will be treated similarly to other MF/ESR staff in all other respects and have no additional rights.
4. Category Z - The parties will attempt to reach consensus on the jurisdiction of the position based on all available information (which will include an organization chart showing reporting relationships, selection criteria, and description of duties) prior to the selection process. Where consensus is not reached, Management will determine the jurisdiction and The Society will have the right to grieve.
5. The rights of The Society to grieve the jurisdiction of positions are unaffected by agreements reached under this process.
6. This Letter of Understanding expires December 31, 2003.

J. Wilson
for The Society

S. Strome
for ESA

Date

LETTER OF UNDERSTANDING**#6 RE: JOINT SELECTION REVIEW COMMITTEE**

The Joint Selection Review Committee (JSRC) shall serve as the final body of appeal for all complaints arising from the selection to a vacancy on a best-qualified basis, pursuant to Article 65.6.4 from Society-represented staff.

Complaints shall be filed by The Society and must be received within 20 working days of the date of the selection decision. Such complaint will be heard as per the Complaint & Grievance/Arbitration Procedure (Article 16) up to and including Step 2.

Failing resolution, The Society may refer the issue to the JSRC within ten working days. The JSRC will meet to hear the appeal as expeditiously as possible. The Committee shall consist of three members, one appointed by ESA, one appointed by The Society and a third person jointly-appointed from a mutually-agreed-to list of current or former ESA employees. Costs shall be equally shared between ESA and The Society.

The JSRC shall hear and accept written representations from the complainant and Line Management responsible for the selection decision. If in the majority opinion of the JSRC the selection was fair, the selection decision will be upheld. If in the majority opinion of the JSRC the selection was unfair, the JSRC may order a new selection process based on any recommendations the JSRC may make.

The decision of the JSRC shall be final and binding. Decisions of the JSRC shall not be precedent-setting.

This Letter of Understanding shall expire on December 31, 2003.

J. Wilson
for The Society

S. Strome
for ESA

Date

LETTER OF UNDERSTANDING**#9 RE: EXPEDITING REDEPLOYMENT GRIEVANCES AND ARBITRATIONS**

The undersigned Parties agree as follows:

Complaint and Grievance Procedure

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

Arbitration

8. The parties will review case by case the appropriateness of the following expedited arbitration process for grievances arising from the Expedited Redeployment Grievance process.
9. Mr. Joseph W. Samuels, or another arbitrator acceptable to the parties, will be retained as arbitrator for Employment Continuity grievances and he will be asked to deal with agreed-upon cases according to the terms of point 10, below. The arbitrator shall control the proceedings and retain jurisdiction to require further submissions of fact or argument as he deems necessary to determine the matter.
10. The expedited arbitration process will require the following:

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

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

LETTER OF UNDERSTANDING**#10 RE: EXTENDED HEALTH BENEFITS**

The undersigned parties recognize and accept the fact that ESA's Extended Health Benefits (EHB) plan is a negotiated plan, which can only be revised through negotiations. In an attempt, however, to overcome the inflexibility of this plan on a case-by-case basis, and on a "without prejudice" basis, the parties also recognize that there may be some situations where a business case can be made that an alternative/different treatment to that allowed by the strict wording of the plan may be mutually beneficial.

As such, the parties agree that where a business case supports such action, and where it is mutually agreeable between ESA and The Society, ESA and individual employees may enter into agreements signed by the employee and a Society Principal Officer or Society Staff Officer on a "without prejudice" basis, whereby, for a limited period of time, employees may waive their rights under the EHB Plan and opt for a different or alternative treatment as agreed to by the parties. It is the intention of both parties that this would be done infrequently and only in cases where special requests have been made by individual employees for a different type of coverage. It is further agreed that while employees have no negotiated right to such treatment, the Tripartite Health and Benefits Committee Terms of Reference [i.e. (c)] would allow it to review the experience under this Letter of Understanding when considering adding or subtracting specific entitlements under the EHB Plan in keeping with the progress of medical science. It is further agreed that this Letter of Understanding would not restrict ESA from considering special treatment on an individual basis in the case of serious hardship.

The individual agreements should contain the following information:

1. the duration of the arrangement;
2. current coverage under the EHB plan;
3. the option chosen;
4. where appropriate, a clear statement to the effect that the employee is aware that they are opting out of specific items of coverage under the EHB Plan in lieu of alternative or different treatment;
5. that the arrangement is being entered into on a "without prejudice" basis.

As stated earlier, this Letter of Understanding does not bestow on employees any right under the Collective Agreement to special arrangements, but merely serves to allow, on a case by case basis, where there is mutual agreement, for special requests to be accommodated without increasing the cost of, or entitlements under, the EHB Plan. As such, neither the provisions within the individual agreements or a decision by any party not to enter into such an arrangement are grievable.

This Letter of Understanding expires on December 31, 2003.

J. Wilson
for The Society

S. Strome
for ESA

Date

LETTER OF UNDERSTANDING**#11 RE: EXPEDITED JOB CHALLENGE/REVIEW GRIEVANCE PROCESS**

The undersigned parties agree as follows:

1. A "job challenge grievance" is a dispute concerning the results of a job review. A "job review grievance" is a dispute concerning the rejection of a request for a job review.
2. Except as specified in this Agreement, all provisions and practices established in relation to the grievance/arbitration procedure, the Joint Job Challenge Resolution Committee, and the expedited job review process, apply to these grievances.
3. The time lines for filing and processing at all steps of the job challenge/review grievance process will be the same as those contained in the "Letter of Understanding regarding Expediting Redeployment Grievances and Arbitrations", dated June 13, 1995, except as noted in 4.0 below.
4. As part of Step Two of the grievance process for "job challenge grievances", the parties may agree to use a joint fact-finding team consisting of two members: an ESA job evaluation analyst (other than the analyst who conducted the initial review) and a Society Staff Officer responsible for job evaluation matters. The parties will jointly develop terms of reference to be used by these fact-finding teams. If the fact-finding option is used, the time lines for the Step Two grievance meeting will be amended accordingly.
5. The criteria used to resolve or decide "job review grievances" will be the threshold criteria for expedited job review approval.
6. Step One grievance representatives, if required, will be identified by The Society and the local Human Resources office. Step Two members will normally be one Society Local Vice President, or his/her designated, and one line management representative. Step Three will be arbitration by the Joint Job Challenge Resolution Committee.
7. This grievance process applies to all job challenge and job review grievances filed on or after the date of signature and to those filed prior to this date if a Step Two meeting has not been held.

This Letter of Understanding terminates on December 31, 2003.

J. Wilson
for The Society

S. Strome
for ESA

Date

LETTER OF UNDERSTANDING**#12 RE: TERMS OF REFERENCE FOR JOB CHALLENGE GRIEVANCE FACT-FINDING TEAMS**

Pursuant to the Letter of Understanding regarding Expedited Job Challenge/Review Grievance Process", dated September 22, 1995, the undersigned parties agree that the following terms of reference will apply when joint fact-finding teams are used for job challenge grievances:

- 1.0 The fact-finding team will be appointed and hold its initial meeting within ten working days of the referral of the grievance to Step Two.
- 2.0 The fact-finding team will:
 - develop a joint statement of facts, to the extent possible, identifying any ongoing duties performed by the incumbent(s) that are not accurately described in the current job document, the date when these duties began, and any other information necessary to rate the job accurately (e.g., reporting relationships, list of comparable jobs elsewhere in ESA) with respect to the disputed job evaluation plan factors;
 - attempt to reach full or partial agreement on the rating of the challenged job under the disputed job evaluation plan factors;
 - present its findings to the Step Two Committee within fifteen working days of its appointment.
- 3.0 In conducting its work, the fact-finding team will:
 - have access to all necessary information, including the rationale of the analyst who conducted the initial job review and relativities with similar jobs elsewhere in ESA;
 - if possible, provide the analyst who conducted the initial job review with an opportunity to make submissions;
 - examine incumbents in the challenged job and their direct supervisors, or, in cases of multiple incumbents, selected representatives thereof. By mutual agreement, individuals other than incumbents and direct supervisors may also be examined separately. ESA will release examinees with pay as required.
- 4.0 The Step Two Committee will meet within five working days of the receipt of the findings of the fact-finding team to attempt to resolve the grievance.

J. Wilson
for The Society

S. Strome
for ESA

Date

LETTER OF UNDERSTANDING**#13 RE: SURPLUS STAFF ON ROTATIONS**

Intent:

To allow surplus employees who are on rotation to extend their employment beyond the expiration of their search/notice period.

- 1.0 It is possible for employees who are on rotation to continue employment with ESA beyond the expiration of their search/notice period when the expected duration of their rotational assignment goes beyond the expiry date of their search/notice period.
- 2.0 The decision to extend employment beyond the expiry of the search/notice period and the responsibility for the employee will be assumed by the receiving unit (i.e., the unit with the rotational assignment).
- 3.0 Normally, the extension will be for the expected duration of the rotational assignment. Where the line management of the receiving unit deems it necessary, a cancellation provision (minimum of 30 calendar days) can be included as one of the terms of the rotational assignment. This cancellation provision would be identified prior to the commencement of that portion of the rotation beyond the expiry of the employee's search/notice period.
- 4.0 For the period of employment, following the expiration of the search/notice period, employees will be considered per Clause 65.6.3(f) of the Collective Agreement and will not have priority consideration for corporate vacancies.
- 5.0 The extension of employment beyond the expiration of the search/notice period shall not be used for the calculation of any other entitlement (i.e., severance, notice of termination, lump sum payments and voluntary resignation) under Article 64 of the Collective Agreement.
- 6.0 With the exception of the limitations stated in sections 4.0 and 5.0 of this Letter of Understanding, employees whose employment has been extended beyond the expiration of their search/notice period will be treated as regular employees and will be covered by all of the other provisions of the Collective Agreement.

This Letter of Understanding terminates on December 31, 2003.

J. Wilson
for The Society

S. Strome
for ESA

Date

LETTER OF UNDERSTANDING

#15 RE: PERFORMANCE PAY GRIEVANCE PROCESS

#15 Re: Article 20.1(b)
Performance Pay Grievance Process

1. This process applies to individual Complaints and Grievances arising under Article 20.1(b) of the Collective Agreement. Except as modified by this Agreement, the provisions of Article 16 of the Collective Agreement continue to apply.
2. Time limits for filing a Society Complaint under Article 20.1(b) expire 30 working days from the later of
 1. January 1 of the year for which the pay increase is sought, or
 2. The date on which the employee should reasonably be aware of performance pay standing for the year in which the pay increase is sought.
3. At Step 1, line management and The Society advocate for each grievor should undertake a fact-finding review and attempt to resolve the Complaint, in accordance with the principles of the Performance Pay Plan.
4. The Society may advance unresolved Complaints to Step 2 as grievances in accordance with Article 16. The parties shall appoint a corporate Step 2 Committee consisting of a Management representative and a Society representative, to review and attempt to resolve grievances based on the criteria in paragraph 3 and the submissions of line management and The Society advocate, with support from HR Client Services and Society Staff. It is intended that the Committee will schedule multiple grievances to be heard at each meeting. A consensus decision of the Team shall be final and binding.
5. If the Team cannot reach consensus, The Society may advance the grievance to arbitration as per Article 16.
6. Unless otherwise agreed to, the payment of any performance increase approved under this process shall be retroactive to January 1 of the year for which the performance increase is being sought.

(signed by Lorraine Irvine for **Ontario Hydro** and Edik Zwarenstein for The Society, July 15, 1996)

LETTER OF UNDERSTANDING**#22 RE: WORKPLACE HARASSMENT AND HUMAN RIGHTS COMPLAINT PROCESS**

ESA and The Society agree to the following Letter of Understanding:

- (a) When a complainant or respondent to a human rights or harassment complaint files a request for representation by The Society, the parties will attempt to agree on the terms for a Step 1A before the Complaint is advanced to Step 2 of the Complaint and Grievance/Arbitration Procedure.
- (b) At Step 1A the parties will first attempt to agree on a fact-finding process that may include:
 - i. The use of neutral investigator agreeable to both parties;
 - ii. Consideration of reports from preceding investigations;
 - iii. Interviews with affected employees.

With the consent on the affected employees and the parties, mediation may be appropriate in the circumstances. Failing this, The Society may advance a grievance directly to Step 2.

- (c) The Society and ESA will attempt to agree upon a list of neutral investigators for use at Step 1A where required.
- (d) Where a Step 1A process is agreed to, the parties will attempt to agree on a statement of facts based on the findings of the investigation. Failing agreement, The Society may advance a grievance directly to Step 2.
- (e) Based on the fact-finding exercise at Step 1A, Management will determine the course of action it will take and will inform The Society of its decision in a timely manner. If The Society does not agree with Management's decision, it may advance a grievance directly to Step 2.
- (f) Where the parties agree on a statement of facts at Step 1A, it may be relied upon by either party at Step 2 and subsequent arbitration. Both parties retain the right to introduce additional facts and issues at Step 2. There will also be an attempt to consolidate at Step 2 any other grievance issues that may be related to the human rights or harassment allegations and to balance the interests of affected employees.
- (g) These provisions shall remain in effect until May 15, **2000** and continue thereafter subject to termination by either party on 90 days' written notice.

ESA

The Society

Date

**LETTER OF UNDERSTANDING
AGREEMENT BETWEEN:
OPG
-AND-
The Society of Energy Professionals**

#30 RE: PROCESS FOR UPDATING THE DRUG FORMULARY TO DECEMBER 31, 2006

A. NEW DRUGS REQUIRING A PRESCRIPTION BY LAW

1. New “generic substitutes” for “name brand drugs” already listed on the Formulary will automatically be added to the Formulary as soon as they are approved for use in Canada.
2. New “strengths/dosages/forms” for drugs listed on the Formulary will automatically be added to the Formulary as soon as they are approved for use in Canada.
3. Out-of-country drugs with the same chemical base as drugs listed on the Formulary will automatically be added to the Formulary as the need arises.
4. The Chief Physician (or other employer-designated decision-maker) shall review all drugs that have been newly approved for use in Canada and advise the employer whether the drug is commonly and customarily recognized throughout the physician’s profession as appropriate in the treatment of a patient’s diagnosed sickness, injury or condition. The employer will make all reasonable efforts to make this determination as soon as possible after the drug has been approved for use in Canada. When a drug is deemed by the Chief Physician (or other employer-designated decision-maker) to meet these criteria, the drug shall be added to the formulary.
5. Any drug on the Formulary that is no longer approved for use in Canada will automatically be deleted from the Formulary effective the date federal approval is withdrawn.

B. OVER-THE-COUNTER (OTC) PRODUCTS

Note: Effective January 1, 2006, over the counter products will no longer be covered under ESA’s Drug Plan.

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

Manufacturer's wholesale price to the carrier) is available for the product. When the OTC product is deemed by the Chief Physician (or other employer-designated decision-maker) to meet these criteria, the product shall be added to the formulary.

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

2. Vitamins and Minerals which have been approved for use in Canada and which have the same chemical base as items currently on the Formulary will be added to the Formulary effective the date Best Available Pricing information is made available to the Carrier (i.e. Manufacturers' wholesale price).

C. MISCELLANEOUS.

1. The Corporation agrees to provide the following to The Society: a full and complete copy of the list of new drugs approved for use in Canada, as received from the Carrier (usually monthly); a list of (prescription and OTC) items added to the Formulary (including, where applicable, what country it applies to); and, upon written request from The Society, a written rationale for not including a drug on the formulary.
2. Notification of the employer's decision to not add a drug to the Formulary, and any ensuing discussion with respect to the employer's rationale for not doing so:

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

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

#2004-01

December 11, 2003

Mr. P. Marcucci
Executive V-P,
Corporate and Regulatory Affairs
Electrical Safety Authority

Peter:

RE: HEALTH AND SAFETY

The Society acknowledges that the parties and the PWU are currently engaged in a process to establish a set of agreed upon safety rules for the ESA from, and in order to replace, the "Ontario Hydro Corporate Safety Rules and Policies" and the "Work Protection Code." The Society is committed to signing off on these rules when agreed. In the interim, the "Ontario Hydro Corporate Safety Rules and Policies" and the "Work Protection Code" shall continue to apply as appropriate. Further, it is acceptable to the Society for the safety rules, as agreed, to be appended to the "ESA Health and Safety Manual."

As a consequence of the replacement of the Ontario Hydro Corporate Safety Rules with the safety rules for ESA, when agreed, the role of the Joint Interpretation Team as referenced in Appendix 4 of the Ontario Hydro Corporate Safety Rules shall be performed by the Joint Working Committee on Health and Safety.

Yours truly,

Lucy Impera
Unit Director

#2004-02

December 11, 2003

**Lucy Impera
Unit Director
Society of Energy Professional**

Lucy:

RE: CLOTHING ALLOWANCE

ESA confirms that Society –represented employees shall be entitled to reimbursement for brand name clothing to a maximum of \$200.00 per year.

Yours truly,

**Glenn Zavitz
Human Resources Manager
Electrical Safety Authority**

NOTE: Effective September 20, 2010, the maximum clothing allowance shall be \$225.00 per year.

#2004-03

December 11, 2003

**Lucy Impera
Unit Director
Society**

Lucy:

RE: TRAINING

The ESA will make reasonable efforts to minimize overtime and on-call requirements in respect of any one Society–represented employee in the IT department through the provision of training to Society–represented employees within the department. This training is to commence as soon as is reasonably possible within the first year of the collective agreement.

The type and specific timing of this training is to be mutually agreed upon by the employee and his\her Manager.

This letter does not modify or eliminate any other entitlements or obligations under this collective agreement.

Yours truly,

**Glenn Zavitz
Human Resources Manager
Electrical Safety Authority**

LETTER OF UNDERSTANDING

#34 RE: IT ISSUES

Electrical Safety Authority agrees to establish an on-call agreement in consultation with the Society for Society-represented Information Technology (IT) staff for after-hours support of the services provided by the IT Department that complies with the provisions of Article 56. This arrangement will be established by December 31, 2007.

Within the first year of the Collective Agreement, ESA shall ensure adequate training is completed in order to implement an on-call arrangement by December 31, 2007.

#35 RE: JOINT EDUCATION INITIATIVE

Joint Education Initiative

Between

Electrical Safety Authority “ESA”

And

The Society of Energy Professionals “Union”

The Electrical Safety Authority and the Society of Energy Professionals recognize that to achieve our Vision we need to address the following challenges:

- The electrical incidents we must deal with today are different than in the past
- These electrical safety issues extend beyond our traditional regulatory role of code compliance
- Increasing public inquiry, government expectation and litigation, requires more consistency and defensible structures for safety decision making.
- We compete with other causes, safety and health organizations for public, stakeholder and government mind-share and a finite pool of resources.
- Therefore, consistent with the principles established in the Partnership and Collective Agreement, Part 1 – Society and Corporate Interests, the parties agree to engage in joint education and learning opportunities related to:
 - the scope of ESA’s safety mandate
 - the range of approaches to maintain the safety improvements we have achieved and further reduce the number of incidents and fatalities.
 - opportunities and challenges facing ESA and other regulatory and safety agencies
 - best practices of regulatory and safety agencies

By agreeing to embark on this initiative neither ESA nor the Union is taken to have compromised any position under the Partnership and Collective Agreement.

Either party may terminate this initiative with 60 days’ written notice.

LETTER OF UNDERSTANDING

#36 RE: CONTRACTING OUT IT SERVICES

Notwithstanding Article 67, the parties agree that IT development work which the ESA decides to contract out will not require a PSA. With respect to such IT development work:

- A PSA, as outlined in Article 67, would be required should any contracting out of IT development work result in the lay-off of any of the current complement of IT development employees.
- Where it makes sense operationally and is cost efficient, current internal IT development employees will be actively involved in all aspects of development projects for which they have the relevant skill sets.
- Except in the case of an emergency, a minimum of two weeks before new IT development work begins, the ESA will provide the Society with a copy of any relevant contract it has entered into with an external vendor, a copy of any business case that has been prepared in connection with the project, and notification of the manner in which internal IT development employees will be involved with the work. In the event of an emergency, ESA will provide this information as expeditiously as practicable.
- The ESA and the SEP agree that IT development contracts should address issues of knowledge transfer to the appropriate SEP-represented IT staff in the context of the particular contract for purposes of maintenance and support in a cost-efficient basis. In this regard, development contracts will contain a schedule for transfer of such knowledge, which will be reviewed with the appropriate SEP-represented IT staff.

The parties agree to permit ESA to purchase external IT services (support and maintenance work only) up to a value of \$175,000 per annum notwithstanding the provisions of Article 67. The parties further agree that ESA will provide The Society, in advance of the commencement of the contracts (except in emergency situations), with specifics of the contracts, for example, dollar values, duration and services provided. ESA agrees to meet with The Society and review the fiscal years' projects. With the exception of the \$175,000 exclusion, maintenance and support work will normally be performed by SEP-represented employees or covered by appropriately executed PSAs.

LETTER OF UNDERSTANDING**#37 RE: METHODOLOGY FOR APPLYING BASE SALARY INCREASES TO ARTICLE 23 SALARY SCHEDULES**

The following methodology shall be used when applying across-the-board base salary increases for a renewal collective agreement:

Standard Schedule for Management and Professional Staff (Salary Schedule 01)

This schedule covers a 35-hour work week.

For each salary grade (MP1 – MP6), the “unrounded” reference point (rounded to four decimal places) from the previous compensation year shall be increased by the percentage of the base pay increase for the new compensation year and then rounded to four decimal places. The result will become the new “unrounded” reference point, which shall be displayed at the bottom of the schedule and shall be used as the basis for calculating each performance standing from 80% to 115%. For example, performance standing “80” is calculated by multiplying the new “unrounded” reference point by .80, “104” is calculated by multiplying the “unrounded” reference point by 1.04, etc. Each result is rounded to the nearest dollar.

Standard Schedule for Technical Advisors (Salary Schedule TA40)

This schedule covers a 40-hour work week.

The “unrounded” reference point (rounded to four decimal places) from the previous compensation year shall be increased by the percentage of the base pay increase for the new compensation year and then rounded to four decimal places. The result will become the new “unrounded” reference point, which shall be displayed at the bottom of the schedule and shall be used as the basis for calculating each performance standing from 80% to 115% in the manner described above.

Management and Professional Development Schedule (Salary Schedule 04)

This schedule covers a 35-hour work week.

Steps 1 and 2 from the previous compensation year shall be increased by the percentage of the base pay increase for the new compensation year and then rounded to the nearest dollar. Step 6 shall be equivalent to the 80% performance standing for the MP2 salary grade in the 01 salary schedule for the new compensation year. To calculate the remaining steps in the Development Schedule, subtract new Step 2 from new Step 6 and divide the result by 4. The result should be added to the amounts from the previous compensation year at Steps 3, 4, and 5 and then rounded to the nearest dollar for each step.

LETTER OF UNDERSTANDING

#38 SALES COMPENSATION PILOT

Given the unique role that sales plays within the Continuous Safety Service department at ESA the Company proposes a Pilot Project for the term of the renewal Collective Agreement for the creation of an additional salary schedule that would support the introduction of a new CSS sales role at ESA. This new sales role would focus almost exclusively on new high value (safety, profitability, and deliverability) “Greenfield” accounts. The current CSSp roles would continue (see implementation notes below).

This new schedule (MP3a) would be established based on the current MP3 schedule, with the base pay portion of compensation reduced by 30%.

Annual sales goals and commission thresholds will be set by the ESA, in consultation with the employee, in the context of the approved ESA Business Plans considering the following factors:

- The ESA Worker Safety Strategy
- The resources available in the geography to deliver the work
- The financial benefits of the deal (margin)
- Standard terms and conditions commercially acceptable to ESA
- Campaign strategies specific to market sectors and geographies

Framework for Sales Compensation Structure:

- The Sales Incentive Plan (SIP) will be an easily understood commission-based structure, calculated based on a percentage of the sales achieved
- The maximum bonus payable would be 60% of the 100% rate of the MP3a salary schedule or 60% of the actual base salary, whichever is greater
- SIP would be reconciled and paid on a quarterly basis, but split into two payment components:
 - Three-quarters payable in the quarter directly after the sale concludes
 - One-quarter payable 6 months later as long as the contract is successful

Implementation Notes:

- The new CSS Sales position (MP3a) will be offered on a voluntary basis to those currently in a CSSp role within 4 months of ratification of the renewal collective agreement. A CSSp employee who volunteers for this new role will assume it on a temporary basis, as a Rotation. It is understood that the ESA may decide that the vacated CSSp position may not be filled.
- Should there be no CSSp volunteer for this new sales position ESA may choose not to fill the position until such time a vacancy occurs within the CSSp role or may choose to fill it with a Regular or Temporary Employee.
- This role will be filled as per Article 65.6.3 – Selection Priority for Vacancies.

#38 SALES COMPENSATION PILOT (continued)

ELECTRICAL SAFETY AUTHORITY
SALARY SCHEDULE 01
MANAGEMENT AND PROFESSIONAL STAFF
DOLLARS PER WEEK

01
2012
Effective July 1, 2012

		MP3	MP3a	Bonus	Maximum Total Compensation
	% of reference point		(new base - 70% of MP3)	(max 60%)	(based on results)
Max	115	2,327	1,629	977	2,606
	114	2,307	1,615	969	2,584
	113	2,286	1,601	960	2,561
	112	2,266	1,586	952	2,538
	111	2,246	1,572	943	2,516
	110	2,226	1,558	935	2,493
	109	2,206	1,544	926	2,470
	108	2,185	1,530	918	2,448
	107	2,165	1,516	909	2,425
	106	2,145	1,501	901	2,402
	105	2,125	1,487	892	2,380
	104	2,104	1,473	884	2,357
	103	2,084	1,459	875	2,334
	102	2,064	1,445	867	2,312
	101	2,044	1,431	858	2,289
Ref pt	100	2,023	1,416	850	2,266
Min	99	2,003	1,402	850	2,252
	98	1,983	1,388	850	2,238
	97	1,963	1,374	850	2,224
	96	1,943	1,360	850	2,210
	95	1,922	1,346	850	2,196
	94	1,902	1,331	850	2,181
	93	1,882	1,317	850	2,167
	92	1,862	1,303	850	2,153
	91	1,841	1,289	850	2,139
	90	1,821	1,275	850	2,125
	89	1,801	1,261	850	2,111
	88	1,781	1,246	850	2,096
	87	1,760	1,232	850	2,082
	86	1,740	1,218	850	2,068
	85	1,720	1,204	850	2,054
	84	1,700	1,190	850	2,040
	83	1,679	1,176	850	2,026
	82	1,659	1,161	850	2,011
	81	1,639	1,147	850	1,997
	80	1,619	1,133	850	1,983
Unrounded ref point		2,023.4432	2,094.9670	2,235.6562	2,381.4553

#38 SALES COMPENSATION PILOT (continued)

ELECTRICAL SAFETY AUTHORITY
SALARY SCHEDULE 01
MANAGEMENT AND PROFESSIONAL STAFF
DOLLARS PER WEEK

01
2013
Effective July 1, 2013

		MP3	MP3a	Bonus	Maximum Total Compensation
	% of reference point		(new base - 70% of MP3)	(max 60%)	(based on results)
Max	115	2,385	1,670	1,002	2,671
	114	2,364	1,655	993	2,648
	113	2,344	1,641	984	2,625
	112	2,323	1,626	976	2,602
	111	2,302	1,612	967	2,578
	110	2,281	1,597	958	2,555
	109	2,261	1,582	949	2,532
	108	2,240	1,568	941	2,509
	107	2,219	1,553	932	2,486
	106	2,198	1,539	923	2,462
	105	2,178	1,524	915	2,439
	104	2,157	1,510	906	2,416
	103	2,136	1,495	897	2,393
	102	2,116	1,481	889	2,369
	101	2,095	1,466	880	2,346
Ref pt	100	2,074	1,452	871	2,323
Min	99	2,053	1,437	871	2,308
	98	2,033	1,423	871	2,294
	97	2,012	1,408	871	2,279
	96	1,991	1,394	871	2,265
	95	1,970	1,379	871	2,250
	94	1,950	1,365	871	2,236
	93	1,929	1,350	871	2,221
	92	1,908	1,336	871	2,207
	91	1,887	1,321	871	2,192
	90	1,867	1,307	871	2,178
	89	1,846	1,292	871	2,163
	88	1,825	1,278	871	2,149
	87	1,804	1,263	871	2,134
	86	1,784	1,249	871	2,120
	85	1,763	1,234	871	2,105
	84	1,742	1,220	871	2,091
	83	1,721	1,205	871	2,076
	82	1,701	1,190	871	2,061
	81	1,680	1,176	871	2,047
	80	1,659	1,161	871	2,032

Unrounded ref point 2,074.0293 2,094.9670 2,235.6562 2,381.4553

#38 SALES COMPENSATION PILOT (continued)

ELECTRICAL SAFETY AUTHORITY
SALARY SCHEDULE 01
MANAGEMENT AND PROFESSIONAL STAFF
DOLLARS PER WEEK

01
2014
Effective July 1, 2014

		MP3	MP3a	Bonus	Maximum Total Compensation
	% of reference point		(new base - 70% of MP3)	(max 60%)	(based on results)
Max	115	2,451	1,716	1,029	2,745
	114	2,429	1,701	1,020	2,721
	113	2,408	1,686	1,011	2,697
	112	2,387	1,671	1,002	2,673
	111	2,365	1,656	994	2,649
	110	2,344	1,641	985	2,625
	109	2,323	1,626	976	2,602
	108	2,302	1,611	967	2,578
	107	2,280	1,596	958	2,554
	106	2,259	1,581	949	2,530
	105	2,238	1,566	940	2,506
	104	2,216	1,551	931	2,482
	103	2,195	1,536	922	2,458
	102	2,174	1,522	913	2,435
	101	2,152	1,507	904	2,411
Ref pt	100	2,131	1,492	895	2,387
	99	2,110	1,477	895	2,372
	98	2,088	1,462	895	2,357
	97	2,067	1,447	895	2,342
	96	2,046	1,432	895	2,327
	95	2,025	1,417	895	2,312
	94	2,003	1,402	895	2,297
	93	1,982	1,387	895	2,282
	92	1,961	1,372	895	2,267
	91	1,939	1,357	895	2,252
	90	1,918	1,343	895	2,238
	89	1,897	1,328	895	2,223
	88	1,875	1,313	895	2,208
	87	1,854	1,298	895	2,193
	86	1,833	1,283	895	2,178
	85	1,811	1,268	895	2,163
	84	1,790	1,253	895	2,148
	83	1,769	1,238	895	2,133
	82	1,747	1,223	895	2,118
	81	1,726	1,208	895	2,103
	80	1,705	1,193	895	2,088
Min					
Unrounded ref point		2,131.0651	2,100.0766	2,241.1090	2,387.2637