

# Collective Agreement

Between

**The Ontario Energy Board**  
(the “Employer”)

and

**The Society of Energy Professionals,**  
**IFPTE Local 160**  
(the “Union”)

April 1, 2015 to March 31, 2019



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## **PRINCIPLES**

The Employer and the Union agree to make their best efforts to adhere to the following principles in a balanced way, recognizing that some principles may compete with others. It is understood and agreed that these principle statements are not subject to the grievance or arbitration procedure.

The parties to this agreement endeavour to:

- (a) Foster a challenging and progressive employment environment.
- (b) Ensure fair and reasonable conduct by Employees, the Employer, and the Union.
- (c) Promote a professional regulatory organization.
- (d) Recruit and employ high quality and skilled Employees.

## **ARTICLE 1 - SCOPE AND RECOGNITION**

The Ontario Energy Board (the “Employer”) recognizes the Society of Energy Professionals IFPTE Local 160 (“the Union”) as the exclusive bargaining agent of all Employees of the Employer in the Greater Toronto Area, save and except managers, persons above the rank of manager, persons employed in a confidential capacity in matters relating to labour relations and members of the legal profession entitled to practice in Ontario and employed in a professional capacity.

## **ARTICLE 2 – MANAGEMENT RIGHTS**

- 2.1 The Employer has and shall retain the exclusive right and power to manage the business and direct its working forces including, but without restricting the generality of the foregoing:
- (a) maintain order, discipline and efficiency;
  - (b) hire; assign; direct; promote; demote; classify; lay-off, and recall Employees subject to the provisions of this Agreement;
  - (c) suspend, discharge or otherwise discipline Employees for just cause except for Probationary Employees who may be discharged on a lesser standard than just cause;
  - (d) make and enforce and alter from time to time reasonable policies and procedures to be observed by the Employees;
  - (e) have the sole and exclusive jurisdiction over all operations, buildings, facilities and equipment.
- 2.2 The Employer will exercise these rights reasonably and in accordance with the Collective Agreement.

## **ARTICLE 3 – POLICIES AND PROCEDURES**

- 3.1 New, and changes to existing, policies and procedures that may affect working conditions will be discussed with the Union in advance of publication. In addition they shall be:
- (a) forwarded to the Union with electronic copies as they are approved;
  - (b) announced and posted on the Employer's intranet in a timely manner;
  - (c) bear the current or issued date.

## **ARTICLE 4 - CATEGORIES OF EMPLOYMENT**

### **4.1 PROBATION**

- 4.1.1 An Employee will have no seniority and shall be considered on probation until she has completed six (6) months of active work (e.g. excluding leaves of absence) since the last date of hire with the Employer. The probationary period can be extended by mutual written agreement between the Employer and the Union.
- 4.1.2 Probationary Employees are hired on a trial basis and the purpose of the probationary period is to provide the Employer with an opportunity to assess whether the Probationary Employee is suitable. The probationary period is an extension of the Employer's selection process and in respect of discipline or discharge of a Probationary Employee the standard is less than just cause. With respect to the termination of an Employee on probation it is the intention of the parties that an arbitrator shall have no jurisdiction to grant any remedy with respect to the discharge of a Probationary Employee, including reinstatement, unless the discipline or discharge was made in bad faith.
- 4.1.3 Before the end of the third month of an Employee's probationary period the Employer will review with the Employee their performance as a Probationary Employee.

### **4.2 TEMPORARY EMPLOYEES**

- 4.2.1 None of the provisions of the Collective Agreement apply to Temporary Employees other than the provisions set out below and the provisions of this Article concerning Temporary Employees:
- Article 1: Scope and Recognition
  - Article 2: Management Rights
  - Article 5: No Strikes and Lockouts

- Article 9: Union Representation
- Article 10: Employee Representation
- Article 17: No Discrimination/No Harassment
- Article 18: Grievance and Arbitration Procedure
- Article 19: Discipline and Discharge
- Article 20: Health and Safety
- Article 23.1: Family Medical Leave
- Article 24: Jury Duty/Required Attendance in Court
- Article 26: Military Leave
- Article 29 Hours of Work
- Article 30 Overtime
- Article 40: Wages

- 4.2.2 A Temporary Employee is one who is hired for a specified term or duration. Temporary Employees may be hired for a specific purpose, for a definite term, or to perform regular work as follows:
- (i) to replace an Employee who is absent from work, whether because of a leave of absence, sick leave, or pregnancy leave, in which case the period of term employment shall not exceed the absentee's leave, or
  - (ii) to perform a task or project that is not ongoing, in which case the period of term employment shall not exceed twenty-four (24) consecutive months.
  - (iii) to perform regular work on an overflow basis in which case the period of term employment shall not exceed twelve (12) consecutive months.
- 4.2.3 The Union shall be notified in writing of all temporary appointments and their expected duration two weeks prior to the commencement of the temporary appointment, except in emergencies.
- 4.2.4 Upon the mutual written agreement of the Employer and the Union, the period of temporary employment specified in 4.2.2 (i), (ii) or (iii), above, may be extended for an additional specified period.
- 4.2.5 A Temporary Employee can be terminated at any time upon being provided with notice of termination or pay in lieu thereof in accordance with the provisions of the Employment Standards Act.

4.2.6 A Temporary Employee who becomes a Probationary Employee under Article 4.1 above may have active work as a Temporary Employee (in the same or substantially the same position that they are appointed to as a Probationary Employee) count for up to three (3) months of the six (6) month probationary period.

4.2.7 Benefits for Temporary Employees will be as set out below:

4.2.7.1 Temporary Employees will receive in lieu of benefits a benefit payment of 2% of her basic hourly rate;

4.2.7.2 Temporary Employees are eligible for Paid Holidays in accordance with Article 27 of this agreement

4.2.7.3 The Paid Personal Leave Day is applied as follows:

- 1) Temporary Employees are granted one-half of a paid personal leave day for each full calendar month of employment(e.g. Monday, March 28 to April 28 or Monday, April 4 to May 4).. 2) A personal leave day (paid or unpaid) may be used for health related appointments, religious holidays (per the approved list of religious holidays), family illness, personal emergencies, or for bereavement not covered under Bereavement Leave.
- 3) Temporary Employees should request approval for a personal leave day (paid or unpaid) from their manager in advance where possible. Where it is not possible to request a personal leave day in advance (for instance, to look after an ill family member), staff should contact their manager as soon as possible, indicating the reason for the absence.
- 4) In the case of a predictable event requiring a personal leave day, the Employee must request the leave with their manager with as much notice as possible or at least two days advance notice.
- 5) Personal leave days may be taken in one hour or full day increments.

4.2.7.4 **Vacation Leave**

A temporary Employee will earn vacation credits at the rate of 1 ¼ days for each full calendar month in which they are at work or on leave of absence with pay (e.g. Monday, March 28 to April 28 or Monday, April 4 to May 4).

Vacation credits accumulate, and for each day of absence due to vacation or for any amount used to top up workplace safety and insurance benefits, the accumulated vacation credits will be reduced by the corresponding amount.

Any unused vacation credit will be paid out when the contract of employment ceases.

Vacation credits may be taken in half day or full day increments.

#### 4.2.7.5 **Sick Leave**

Temporary Employees are granted one-half paid sick leave day for each full calendar month of employment (e.g. Monday, March 28 to April 28 or Monday, April 4 to May 4).

If a Temporary Employee cannot work because of illness or injury the Employee's absence may be covered under the sick leave provision.

In the event of a personal illness or injury the Employee must notify her manager as soon as possible failing which the absence may not be approved or eligible for payment under the sick leave provision.

The Employer reserves the right to request a report from a medical practitioner validating an Employee's absence under the sick leave provision and Employees are required to provide a report from a medical practitioner in any event where an absence is greater than 5 consecutive working days.

### **4.3 STUDENTS**

4.3.1 None of the provisions of the Collective Agreement apply to Student Employees other than the provisions set out below and the provisions of this Article concerning Student Employees:

- Article 1: Scope and Recognition
- Article 2: Management Rights
- Article 5: No Strikes and Lockouts
- Article 9: Union Representation
- Article 10: Employee Representation
- Article 17: No Discrimination/No Harassment

- Article 18: Grievance and Arbitration Procedure
- Article 19: Discipline and Discharge
- Article 20: Health and Safety
- Article 23.1: Family Medical Leave
- Article 24: Jury Duty/Required Attendance in Court
- Article 26: Military Leave
- Article 29: Hours of Work

4.3.2 A Student Employee is a full time or co-op student hired during the school vacation period or for short-term work. She is normally in the process of completing her high school or post-secondary studies and is expected to return to her studies after an agreed employment period.

#### **4.4 PERMANENT EMPLOYEES**

4.4.1 A Permanent Employee is an Employee who has completed their probationary period under Article 4.1 above.

#### **ARTICLE 5 – NO STRIKES OR LOCKOUTS**

5.1 During the term of this Agreement, there shall be no strikes, lockouts, walkouts, slowdowns, work stoppages or similar work interruptions.

#### **ARTICLE 6 – JOB DESCRIPTIONS**

6.1 Upon written request to the immediate Manager, an Employee shall be provided with a copy of the most current job description on file outlining the required skills and qualifications, reporting relationship, duties and responsibilities, and salary band. The information shall be provided within five working days of the request.

6.2 Employees newly hired into the bargaining unit will be notified in writing, on or prior to their starting date, that the position is in the bargaining unit, and the name, address and telephone number of the Union.

6.3 The Union shall be copied on or about the same time as the information is sent to the Employee.

## **ARTICLE 7 – INFORMATION ON NEW POSITIONS**

- 7.1 Where the Employer establishes a new position within the bargaining unit or within one level above the 10T salary grade the Employer shall provide the Union with a copy of the job description before the position is posted as a vacancy (or filled, if there is no requirement to post). After the completion of the development and the implementation of a job evaluation system pursuant to and in accordance with the Memorandum of Agreement Regarding Pay Equity and Job Evaluation, where in the future the Employer establishes a new position within the bargaining unit the Employer shall provide the Union with a copy of the job description and the job information questionnaire and the points attributed to the position under the job evaluation system before the position is posted as a vacancy (or filled, if there is no requirement to post).

## **ARTICLE 8 – JURISDICTIONAL DISPUTES**

- 8.1 If the Employer intends to change the duties and responsibilities of an existing position which is included in the bargaining unit such that, in the Employer's view, the position will become excluded from the bargaining unit the Employer will first meet with the Union to advise the Union of its plans. If the parties do not agree that the position will become an excluded position the issue can be the subject of a grievance under Article 18.
- 8.2 If a new job is excluded from the bargaining unit and the Union has concerns with the exclusion, the parties shall meet to discuss the excluded position within ten (10) working days of the posting to attempt to resolve any issues in dispute regarding the exclusion. If the parties are unable to resolve the issues, the Union can submit the dispute to arbitration.

## **ARTICLE 9 - UNION REPRESENTATION**

- 9.1 The Employer and the Union each agree that there will be no intimidation, discrimination, interference, restraint or coercion exercised or practised by either of them or their representatives or Employees because of an Employee's membership or non-membership in the Union or because of her activity or lack of activity in the Union.
- 9.2 The Employer shall deduct from the salaries of Employees in the bargaining unit a specified uniform amount equivalent to the regular dues of the Union. The deduction shall be remitted to the Union on a bi-weekly basis.
- 9.3 The Employer must receive written notification of any changes in the amount of regular Union dues.

- 9.4 The Union shall indemnify and save harmless the Employer, including its agents, and Employees, from any and all claims or actions arising out of or in any way related to the deductions made in accordance with this Article.
- 9.5 Together with each dues payment, the Employer will provide an electronic and paper report to the Union indicating the names and position titles of the Employees in respect of whom deductions have been made, and indicating any new Employees on the report or any Employees removed from the report since the previous report, and the reason for the Employees removal from the report, the Employee identification number, department, and any such other information as may be agreed upon by the parties.

## **ARTICLE 10 - EMPLOYEE REPRESENTATION**

- 10.1 Where a manager or other Employer representative intends to meet with an Employee:
- (a) For disciplinary purposes or disciplinary investigations;
  - (b) For a formal counselling session with regard to unsatisfactory performance, behaviour or attendance;
  - (c) For termination of employment, including layoff;
  - (d) Requiring medical or other accommodations; or
  - (e) Further to the Employer's investigation of a complaint of discrimination and/or harassment.
  - (f) For a meeting between an individual employee and a manager regarding work management issues at which meeting human resources staff will also be present.

The Employer will inform the Employee that she has the right to be accompanied by a Union representative at the meeting.

If the Employee wishes to be accompanied by a Union representative at the meeting the Employee will have an opportunity to meet privately with the Union representative prior to the meeting.

- 10.2 An employee who initiates a complaint under the Employer's Workplace Discrimination, Harassment and Violence Prevention Policy or an employee who is the alleged offender in respect of a complaint under either of those policies will be informed by the Employer that they may be represented by a Union representative if they wish.

## **ARTICLE 11 – UNION REPRESENTATIVES**

- 11.1 The Employer acknowledges the right of the Union to appoint or otherwise select not more than 6 delegates from among Employees in the bargaining unit who have completed their probationary period. The Employer will approve reasonable time off for the purpose of handling grievances and attending meetings with the Employer in connection with the Collective Agreement. The Union will advise the Employer in writing of the names of Union delegates and shall update the Employer in writing if there is any change in the Union delegates. Such time spent during a delegate's normal hours of work shall be without loss of regular compensation.
- 11.2 A delegate shall not leave her regular duties without first communicating to the Manager or her designate and shall advise the Manager of the general nature of her business and approximate duration and advise such Manager at the time of her return to work. The Employer recognizes the responsibility delegates may have from time to time during working hours related to the handling of grievances or attending meetings with the Employer in connection with the Collective Agreement. Delegates and their Managers are encouraged to pursue a mutually acceptable and cooperative approach to managing the requirement for absences from work from time to time as a result of this role. Such time spent during a delegate's normal hours of work shall be paid at her regular rate.
- 11.3 The Employer agrees that a Union delegate's participation in Employee representation under this Article will not negatively impact on her performance appraisal.
- 11.4 The Employer will recognize a Negotiating Committee composed of up to four (4) bargaining unit Employees from among Employees in the bargaining unit who have completed their probation period and one (1) or more Union representatives for the purposes of negotiating a renewal Collective Agreement. The four (4) bargaining unit employees on the Negotiating Committee will suffer no loss of regular pay for time spent in negotiations when they would otherwise have been at work and, subsequent to the provision of notice to bargain a renewal collective agreement, up to a total of 20 working days amongst the same four (4) bargaining unit employees as preparation time for negotiations, with the approval for these 20 working days to be subject to operational requirements, it being agreed that such approval will not be unreasonably withheld.
- 11.5 Union delegates and members of the Union's Board of Directors will be permitted up to three (3) days per year without loss of regular compensation to attend Delegates Council Meetings or, in the case of delegates, delegate training. One member of the Union's Board of Directors will be permitted up to twelve (12) additional days per calendar year without loss of regular compensation to attend Union board meetings. Union delegates will provide a minimum of two (2) weeks prior notice in writing in respect of days off under this clause. The Union will reimburse the Employer for compensation paid to Employees for time off under this clause.

11.6 The Employer will provide one (1) hour per calendar month off work without pay for a Local Committee meeting (i.e. a meeting of the Union delegates, Unit Director, and LVP). The Union will provide the Employer with a minimum of two weeks advance written notice of the request for such time off without pay. In connection with such time off the Employer will continue to pay the delegates regular salary and the Union will reimburse the Employer for compensation and benefit costs related to the delegates time off work under this clause.

## **ARTICLE 12 – FULL TIME RELEASE**

12.1 The Employer agrees to provide a full-time leave of absence from employment with no loss of service or seniority for an Employee in the bargaining unit who is elected to the position of President or Executive Vice-President of the Union, for the duration of the term of office. Such Employee who is elected to the position of President or Executive Vice President of the Union shall remain on the Employer's payroll, and the Employer shall bill the Union on a bi-weekly basis for all salary, benefit and pension costs.

## **ARTICLE 13 – TREATMENT DURING RELEASE AND ON RETURN TO WORK**

13.1 A bargaining unit Employee on full-time release under Article 12 above will retain her pre-release position subject to the applicable provisions of the Collective Agreement. On return to work, the Employee is entitled to such reasonable training or re-skilling required to return to normal duties as is feasible.

## **ARTICLE 14 - BULLETIN BOARDS**

- 14.1. The Employer will provide the Union with reasonable access to bulletin boards, in areas designated by the Employer, for the purpose of communicating with Employees in the bargaining unit.
- 14.2 The Employer will permit reasonable use of its email system by the Union for brief communications with Employees in the bargaining unit. Such email use must comply with the Employer's Email Use Policy and any other relevant Employer policies.
- 14.3 Private meeting space will be made available for Employees to meet with their representatives for the purpose of confidential discussions regarding grievances and the administration of their rights under the Collective Agreement.

## **ARTICLE 15 – JOINT UNION MANAGEMENT COMMITTEE**

- 15.1 The Union and the Employer agree that consultation and communication on matters of joint interest are desirable.
- 15.2 The parties agree that a joint committee composed of up to three (3) representatives from the Union and up to three (3) representatives of the Employer, shall be used as a forum for consultation on matters related to the administration of the Collective Agreement and other matters of mutual interest.
- 15.3 The committee shall meet on the first Tuesday of every third month, beginning the first month following ratification of the collective agreement, or more frequently, with the consent of the parties. Agenda items will be submitted one (1) week prior to each meeting. Any matter related to the administration of the Collective Agreement and other matters of mutual interest may be placed on the Agenda by either party. Without limiting the generality of the foregoing, issues related to Learning and Development will be discussed at the Joint Union Management Committee.

## **ARTICLE 16 – BENEFITS**

- 16.1 The Employer's only obligation with respect to benefits is to pay the Employer's share of the premium cost of the following benefits:
- (a) Basic Life Insurance - Employer pays 100% of the premium cost
  - (b) Accidental Death & Dismemberment - Employer pays 100% of the premium cost
  - (c) Dental - Employer pays 100% of the premium cost
  - (d) Vision and Hearing - Employer pays 100% of the premium cost.
  - (e) Supplementary Health & Hospital - Employer pays 100% of the premium cost
  - (f) Long Term Disability - Employer pays 100% of the premium cost
  - (g) Optional Supplementary Life Insurance - Employees pay 100% of the premium cost
  - (h) Optional Dependent Life Insurance - Employer pays 100% of the premium cost
- 16.2 Except as otherwise provided in the Collective Agreement, benefit coverage is available for Employees on the active payroll of the Employer who have completed two full months of continuous employment and who have met the eligibility requirements under the relevant benefit policy or policies. Eligibility for and entitlement to benefits is governed by and subject to the terms and conditions of the

relevant benefit policy or policies – currently the policies between the Employer and Great West Life Assurance Company Group Policy No.156352GDC (dental insurance) and Group Policy No. 156352-1 (life, health care, and disability income insurance), which cannot be changed except by mutual agreement of the parties, except as set out below. It is understood and agreed that these benefit policies, or any other benefit policy or policies pursuant to Article 16.3 below, are not part of and are not incorporated by reference into the collective agreement.

- 16.3 The Employer may change the insurance carrier for benefits in whole or in part at any time provided there is no reduction in benefit eligibility or coverage for Employees in the bargaining unit.
- 16.4 The employee's share of the annual Employment Insurance (EI) rebate will be retained by the Employer to be used towards offsetting the cost of the Employer's share of the premium cost of benefits.

## **ARTICLE 17 - NO DISCRIMINATION / NO HARASSMENT**

- 17.1 There shall be no discrimination or harassment practiced by reason of race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, sex, sexual orientation, gender identity, gender expression, age, marital status, family status, disability, or record of offences, as defined in Section 10(1) of the *Ontario Human Rights Code*. In addition, this applies to same sex partnership status.

## **ARTICLE 18 - GRIEVANCE AND ARBITRATION PROCEDURE**

### **18.1 Preamble and Principles of Operation**

The following procedure for dispute resolution consists of three elements: a complaint process, a grievance procedure and an arbitration procedure. This process and procedures will be used by the Parties in order to resolve complaints and grievances submitted by Union-represented Employees, the Union, or the Employer unless the Parties have expressly agreed elsewhere in this Agreement on alternate dispute resolution processes.

The Parties agree that early discussions and resolutions at the lowest level possible are encouraged before they become formal disputes under this Article and that nothing in this Article is intended to discourage the ordinary workplace resolution of Employee complaints outside of this dispute resolution process.

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

## **18.2 Definitions**

### **(a) Employee Complaint**

An Employee Complaint is a complaint that an Employee has requested the Union to present on the Employee's behalf. An Employee Complaint that does not meet the criteria of an Employee grievance shall not be processed beyond the complaint stage.

### **(b) Employee Grievance**

An Employee grievance is defined as any dispute between the Employer and the Union arising from the application, administration, interpretation or alleged violation of the Collective Agreement. Failing resolution of the complaint, the Union may file an Employee grievance at Step 2. Employee grievances relating to discipline or discharge may be initiated at Step 2.

### **(c) Group Grievance**

A group grievance is defined as any dispute between the Employer and the Union arising from the application, administration, interpretation or alleged violation of the Collective Agreement relating to the same dispute by more than one Employee. A group grievance shall be filed at Step 1. No more than three (3) complainants may be in attendance at each Step unless otherwise mutually agreed. The grievance shall be filed with the management Co-Chair of Joint Union Management Committee (Article 15) and concurrently with the Manager, Human Resources. Where a grievance involves more than one manager all affected managers or their designates will attend the appropriate Step 1 meeting.

### **(d) Policy Grievance**

A policy grievance is defined as any dispute between the Employer and the Union arising from matters of the application, administration, interpretation, or alleged violation of the Collective Agreement. A policy grievance shall be initiated at Step 2, and must be filed within thirty (30) working days after the circumstances giving rise to the grievance have come, or ought to have reasonably come, to the attention of the grieving Party. The Policy grievance shall be filed with the management Co-Chair of the Joint Union Management Committee (Article 15) and concurrently with the Manager, Human Resources.

## **18.3 Timeliness**

The time limits for initiating a complaint or a grievance are mandatory. 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 in the processing of any grievance upon five (5) working days written notice to the other party.

Where no answer has been given within the time limits specified the grievance may be submitted to the next step of the procedure, including arbitration.

#### **18.4 Step 1: Employee Complaints**

- (a) The Union will file an Employee's complaint with the Employee's immediate manager within twenty-two working days of the date the Employee should reasonably have been aware of the action or the decision giving rise to the complaint. The Union will provide a form outlining the Employee's complaint and the proposed resolution and identifying the Employee's Union representative.
- (b) The Union representative and the Employer will have a Step 1 meeting to attempt resolution within eight (8) working days of the date that the complaint is filed. The Employee may attend the meeting if he or she wishes. The Employer will provide independent facilitation where the Parties agree that this is a reasonable approach to resolving the complaint.
- (c) 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.

The manager shall give her response in writing to the Union representative within eight (8) working days of the Step 1 meeting.

#### **18.5 Step 2: Grievance**

- (a) Failing resolution at Step 1, the Union may advance the grievance to Step 2 within eight (8) working days of the manager's response at Step 1. A grievance must be filed by letter from a Vice President of the Union, or a designate, specifying:
  - The areas of dispute between the Employer and the Union arising from the application, administration, interpretation or alleged violation of the Collective Agreement;
  - A summary of relevant facts and the issues in the grievance; and
  - A proposed resolution.

The grievance at Step 2 must be filed with the Managing Director of the business unit (or equivalent) and concurrently with the Manager, Human Resources.

- (b) Employee grievances relating to a suspension or a discharge may be initiated at Step 2.

- (c) Within eight (8) working days of the date of the Step 2 grievance letter, a meeting will be held between a Managing Director (or equivalent) or their designate, an Employer representative(s) and a Union representative(s). Where mutually agreeable the grievor may attend the Step 2 meeting. The Managing Director (or equivalent) or designate shall give the Union representative her decision in writing within eight (8) working days of the meeting.

18.6 In the case of an employee or group grievance alleging discrimination or harassment on a prohibited ground contrary to Article 17.1 or workplace harassment contrary to Article 20.1, a manager who is the subject of the grievance will not hear the grievance at Step 1 or Step 2 and will not respond to the grievance. Further, Step 1 of the grievance procedure may be waived if the immediate manager is the subject of the grievance.

### **18.7 Arbitration**

Either Party may refer an unresolved grievance to arbitration thirty (30) working days following the end of the Step 2 limitation period. Arbitration shall be before a single arbitrator chosen by mutual agreement between the Employer and the Union. If both parties are unable to make such a selection, either party may apply to the Minister of Labour for Ontario to appoint an Arbitrator (expedited Arbitration may be used).

The arbitrator shall be appointed within twenty (20) working days following the date of referral to arbitration. Each Party shall assume its own cost of the arbitration proceedings and shall share equally the cost of the arbitrator.

An arbitrator shall consider any difference which arises between the parties relating to the interpretation, application, administration, or alleged violation of this Agreement, including any question as to whether a matter is arbitrable.

The arbitrator shall not be authorized to make any decision inconsistent with the provisions of the Collective Agreement, nor to alter, modify, add to or amend any part of the Collective Agreement.

The decision of the arbitrator will be final and binding upon the parties and the Employee or Employees concerned.

## **ARTICLE 19 - DISCIPLINE AND DISCHARGE**

19.1 No Employee who has completed her probationary period shall be disciplined or discharged without just cause. Employees shall be advised of discipline or discharge in writing. A lower standard for discipline and discharge for probationary Employees is set out in Article 4.

19.2 An Employee is entitled, prior to the imposition of discipline or discharge, to be notified at a meeting with the Employer of the reasons for considering such action, unless she is a danger to herself or others or is absent from work and not expected to return to work within the week. A Union delegate may be present at such a meeting if the Employee so desires.

### 19.3 Employment File

- a) Documents communicating Employee discipline and discharge will be maintained in the Employer's official file concerning that Employee.
- b) Unless otherwise agreed to, after documents communicating discipline have been on an Employee's file for a maximum of three years and there have been no significant disciplinary occurrences, then the documents communicating discipline will be removed and will not be used or relied upon in any subsequent action or proceeding under the Collective Agreement. A copy of any document communicating discipline that is to be placed on an Employee's file shall be supplied to the Employee within a reasonable time of its preparation. Nothing in this paragraph prevents earlier removal by the Employee's Manager.
- c) Employees shall be allowed access to their employment files within ten calendar days. Upon written consent from an Employee, the Employer will provide a copy of the specified contents of the Employee's employment file to the Union within ten working days.
- d) Employee's medical records should be kept in a separate file and locked in a secure location.

## **ARTICLE 20 – HEALTH AND SAFETY**

20.1 The parties agree to work jointly toward ensuring a safe and healthy workplace, and to comply with the terms of the Ontario Occupational Health and Safety Act, as amended from time to time. The parties note that the *Occupational Health and Safety Act* currently defines “workplace harassment” for the purposes of the Act as follows: “workplace harassment” means engaging in a course of vexatious comment or conduct against a worker in a workplace that is known or ought reasonably to be known to be unwelcome.

20.2 Where such equipment is not otherwise provided, the Employer will provide safety equipment, including shoes and/or boots and protective clothing, where it is required to be worn under the *Occupational Health and Safety Act*.

## **ARTICLE 21 – LEAVES OF ABSENCE**

- 21.1 It is recognized that from time to time, an Employee may be faced with situations that may require her to be absent from work. Such time away from work may be with or without pay, or a combination of both, and shall be granted where there is an entitlement under this Collective Agreement, a clear statutory requirement, or where, in the Manager's judgment, such time off is warranted by specific circumstances.
- 21.2 An Employee on an approved leave of absence will at the end of such leave return to the position they held at the commencement of such leave unless that position has been eliminated during the Employee's leave in which case the Employee shall be deemed to have been laid off and the provisions of Article 37 concerning layoff and recall shall apply.
- 21.3 Where an Employee submits a written request for a leave of absence or for an extension of any such leave, the Employer shall respond to such request in writing.
- 21.4 Where continued benefit coverage is not part of a particular leave of absence, an Employee shall be entitled to continue benefit coverage subject to the provisions of the relevant benefit plan(s) and provided the Employee pays the full premium costs (both Employer and Employee) for the benefit coverage.
- 21.5 Where the leave is a leave of absence without pay for more than one (1) week and up to one (1) month, the Employee on leave may request that the foregone pay be deducted over a reasonable number of pay periods, but not to exceed ten (10) pay periods.
- 21.6 Subject to the provisions of the Public Service Pension Plan an Employee on a leave of absence without pay may continue to contribute to the Public Service Pension Plan during her leave, unless she elects in writing not to do so. If an Employee elects to discontinue participation in the Public Service Pension Plan during her leave, she may apply to buy back the leave period upon her return to work, in accordance with and subject to the terms of the Public Service Pension Plan.

## **ARTICLE 22 – PREGNANCY AND PARENTAL LEAVE AND EMPLOYMENT INSURANCE TOP UP**

### **22.1 PREGNANCY LEAVE**

- 22.1.1 In accordance with the provisions of the Ontario Employment Standards Act (the "ESA"), the Employer shall grant a leave of absence without pay of 17 weeks to an Employee who is pregnant, provided she has been employed by the Employer for at least 13 weeks prior to the expected delivery date. This leave can be taken no earlier than seventeen weeks before the expected birth date.

- 22.1.2 Of the 17 weeks Pregnancy Leave, the first 2 weeks serve as the waiting period for Employment Insurance (EI) payment, and 15 weeks as the EI benefit payment period.
- 22.1.3. The Employer provides Supplementary Employment Benefits (SEB) payments to Employees taking a Pregnancy Leave under this Article if the Employee provides proof that they are in receipt of EI pregnancy benefits.
- 22.1.4 The Employer will pay the equivalent of 93% of the Employee's normal earnings for the initial two-week waiting period prior to the start of EI income benefits. A maximum of 15 additional weeks will be paid at a rate equivalent to the difference between the sum of the weekly employment insurance income benefits and any other earnings the Employee receives, and 93% of the Employee's normal weekly earnings.
- 22.1.5 The Pregnancy Leave will end on the later of the day that is 17 weeks after the pregnancy leave began or the day that is 6 weeks after the birth, still-birth or miscarriage of the child.
- 22.1.6 An Employee can change the end date of her Pregnancy Leave to an earlier or later date by giving the Employer at least 4 weeks written notice before the end date for the leave originally provided. An Employee is also entitled to take a Parental Leave immediately following a Pregnancy Leave.

## **22.2 PARENTAL LEAVE FOR BIOLOGICAL MOTHERS**

- 22.2.1 Immediately after a pregnancy leave, an Employee may elect to take up to an additional 35 weeks of Parental Leave under the ESA. The 35-week period is a leave of absence without pay from the Employer (see Employer Supplementary Parental Leave Employment Benefits below).
- 22.2.2 If the Employee qualifies the Employee may receive EI benefits that provide 35 weeks of Parental Leave benefits per family (i.e. an Employee and a spouse can share the EI benefits or one spouse may receive the entire 35 weeks of payments).
- 22.2.3 Under the Supplementary Parental Leave Employment Benefits (SPLEB), the Employer will pay the equivalent of 93% of the Employee's normal earnings for a maximum of 35 weeks paid at a rate equivalent to the difference between the sum of the weekly employment insurance income benefits and any other earnings the Employee receives, and 93% of the Employee's normal weekly earnings.
- 22.2.4 An Employee's Parental Leave will end 35 weeks after it began.
- 22.2.5 An Employee may change the end date of her Parental Leave to an earlier or later date within the allotted parental leave period by giving the Employer at least 4 weeks written notice before the end date for the leave originally provided. Upon her return her Parental Leave is concluded.

## **22.3 PARENTAL LEAVE FOR BIOLOGICAL FATHERS AND ADOPTIVE PARENTS**

- 22.3.1 Under the ESA, Parental Leave of up to 37 weeks without pay (see SPLEB below) is available to biological fathers and adoptive parents who have been employed by the Employer for at least 13 weeks.
- 22.3.2 After a two week waiting period, EI provides 35 weeks of benefits per family, for up to 52 weeks after childbirth or adoption. EI will automatically waive the waiting period for Employees whose partners have already served the waiting period, unless an Employee provides advance notice to EI regarding their entitlement to an employer SPLEB payment during this period (see SPLEB below).
- 22.3.3 The Employer provides SPLEB payments of up to 93% of an Employee's normal earnings during the first two weeks of their Parental Leave if they serve a waiting period during their Parental Leave. In order to ensure that an Employee maximizes their benefits, therefore, it is an Employee's responsibility to inform EI that they wish to serve the waiting period, and that they are entitled to an employer SPLEB payment during this period. Under SPLEB, the Employer will pay the equivalent of 93% of the Employee's normal earnings for a maximum of 35 weeks paid at a rate equivalent to the difference between the sum of the weekly employment insurance income benefits and any other earnings the Employee receives, and 93% of the Employee's normal weekly earnings.
- 22.3.4 Under the ESA, an Employee can start Parental Leave at any time up to 52 weeks after a child's birth or adoption. However, under EI rules, only 35 weeks of benefits are available within 52 weeks of birth or adoption. This means that no EI benefits will be paid for leave that is taken later than 52 weeks following birth or adoption, and consequently, SPLEB benefits will not be paid in the absence of EI benefit entitlement. In order to ensure that an Employee and/or spouse receive the full EI benefit allotment within the 52 week period, an Employee should therefore ensure that they take the 35 weeks of Parental Leave for which benefits are available within 52 weeks of a child's birth or adoption, even if the leave continues beyond that point.
- 22.3.5 An Employee's Parental Leave will end 37 weeks after it begins.
- 22.3.6 An Employee may change the end date of their Parental Leave to an earlier or later date within the allotted parental leave period by giving the Employer at least 4 weeks written notice before the end date for the leave originally provided. Upon their return their Parental Leave is concluded.

## **22.4 ADDITIONAL PROVISIONS RELATED TO PREGNANCY AND PARENTAL LEAVE**

- 22.4.1 Upon the conclusion of an Employee's pregnancy leave or parental leave (or additional leave without pay under Article 22.5 below) the Employer will reinstate the Employee to the position the Employee most recently held with the Employer, if it still exists, or to a comparable position at the same salary grade and pay level, if it does not.
- 22.4.2 An Employee on pregnancy or parental leave may continue to contribute to the Public Service Pension Plan during her leave, unless she elects in writing not to do so. If an Employee elects to discontinue participation in the Public Service Pension Plan during her leave, she may apply to buy back the leave period upon her return to work, in accordance with and subject to the terms of the Public Service Pension Plan.
- 22.4.3 During pregnancy leave or parental leave an Employee who participates in the benefit plan(s) shall continue that participation unless she elects in writing not to do so.

## **22.5 ADDITIONAL LEAVE WITHOUT PAY**

- 22.5.1 An Employee on parental leave may, if she requests it, be granted up to an additional six weeks leave of absence without pay immediately after the end of her parental leave provided she gives the Employer written notice four weeks before the parental leave ends.

## **22.6 EMPLOYEES WITH LESS THAN THIRTEEN WEEKS EMPLOYMENT WITH THE EMPLOYER**

- 22.6.1 An Employee who has been employed by the Employer for less than thirteen weeks prior to the expected delivery date of a child shall be granted upon request a leave of absence without pay and without accumulation of credits and service, under a special and compassionate leave, for up to the following periods:
  - (a) Fifty-two (52) weeks for an Employee who would otherwise be eligible for pregnancy leave and parental leave under Articles 22.1 and 22.2 above; or,
  - (b) Forty-three (43) weeks for an Employee who would otherwise be eligible for parental leave under Article 22.3 above.
- 22.6.2 If eligible to do so under the terms of the relevant benefit plan(s) the Employee may continue benefit coverage during the leave of absence without pay by paying both the Employee's and the Employer's share of the premiums.

## **ARTICLE 23 - OTHER LEAVES**

### **Family Medical Leave**

- 23.1 Employees are entitled to up to eight (8) weeks leave of absence without pay pursuant to and in accordance with the Family Medical Leave provisions of the *Employment Standards Act*. During such a leave an Employee continues to participate in the pension plan and benefit plans provided the Employee pays the Employee's contributions. The Employee continues to accrue vacation and seniority.

### **Paid Personal Leave Days**

- 23.2 Employees may take up to 7 paid personal leave days in each calendar year. These days may not be carried over from one calendar year to the next. Employees who commence employment part way through a calendar year will for that calendar year have their paid personal leave days pro-rated as appropriate (e.g. an Employee who commenced employment on July 1 of the calendar year would have 3.5 paid personal leave days for the balance of that calendar year). Employees shall provide as much advance written notice as possible of a request to take a paid personal leave day, which request will be subject to operational considerations but will not be unreasonably denied.

Paid personal leave days may be taken in one hour or full day increments.

On or around November 30 of each year, Human Resources will round up PPL time of less than an hour to the next highest full hour in an employee's time bank. To be clear, this does not mean that full PPL days will be converted to hours for the purpose of rounding up (e.g. 2 PPL days will remain as 2 PPL days. They will not be viewed as 14.5 hours to be rounded up to 15 hours).

### **Paid Religious Accommodation Leave**

- 23.3 An Employee may take up to two (2) days of their Special or Compassionate leave days under Article 23.5 as paid religious accommodation leave per calendar year for the purposes of observing holy days. Additional holy days may be taken by use of paid personal leave days, vacation credits, lieu time, and unpaid leave.

When the religious holy day falls on a Saturday or Sunday, paid religious accommodation leave will be granted only if the holy day is on a scheduled work day for the Employee.

### **Employment Insurance Compassionate Care Leave Supplementary Benefits**

- 23.4 Employees who are eligible and qualified for Employment Insurance (EI) Compassionate Care Benefits and Employment Standard Family Medical Leave are entitled to a supplementary benefit to top up the EI compassionate care benefits during a leave period.

The Supplementary Benefit (SB) consists of the following:

- (a) For Employees who are subject to a two (2) week waiting period under EI regulations, the Employer will pay the Employee an amount equal to the EI weekly compassionate care benefit amount; and
- (b) For the period that the Employee is in receipt of the compassionate care benefits under the EI regulation, the Employer will supplement the EI benefit to 93% of the Employee's regular salary up to a maximum period of six (6) weeks.

### **Special or Compassionate Leave**

23.5 Employees may be granted a leave of absence with pay for not more than three (3) days in a year for special or compassionate purposes. This leave is for unforeseen emergencies, and Employees should request approval from her manager. Longer periods of leave of absence with pay may also be considered for special or compassionate purposes, and will require additional approvals. An Employee granted a leave of absence shall continue to accrue credits, seniority and be covered by benefit plans during such leave.

### **Emergency Leave**

23.6 In accordance with the *Employment Standards Act* Employees are entitled to an unpaid emergency leave of up to ten (10) days each year. Emergency leave may be taken in the case of illness, injury and certain other emergencies and urgent matters as set out in the *Employment Standards Act*.

The Employee must notify her manager within a reasonable period of time and request an unpaid emergency leave of absence. The Employee's manager may request that the Employee provide proof that she is eligible for an emergency leave and the Employee will be required to provide the proof that is reasonable in the circumstances.

Such an Employee shall continue to accrue credits, seniority and be covered by benefit plans during such leave.

### **Family Care**

23.7 An Employee may request a full-time leave of absence without pay and without accumulation of credits for up to one (1) year for the purposes of caring for a medically incapacitated or critically ill dependent family member.

An Employee may also take time off work for care of family members by using lieu time, vacation time, or paid personal days.

## **Employee Personal Medical, Dental or Other Appointments**

- 23.8 An Employee will make every effort to schedule personal medical, dental or other appointments during non-work hours. Where this is not possible, with reasonable notice to the Employer, an Employee may arrange to attend a personal, medical, dental or other appointment during working hours. Such time off work will not be unreasonably withheld.
- 23.8.1 An Employee may elect to use lieu time, vacation time, or paid personal days to keep her pay whole or time-off from work to attend to personal medical, dental or other appointments will be unpaid.
- 23.8.2 An Employee may make alternate arrangements with her manager to adjust her normal start and/or stop times to compensate for any missed time during working hours to accommodate attending a personal, medical, dental or other appointment during working hours in order to compensate for lost time incurred.

## **December 24 and December 31**

- 23.9 Employees will have one-half day off without loss of pay for the second half of their regularly scheduled hours of work on the last business day prior to December 25 and January 1.

## **ARTICLE 24 - JURY DUTY / REQUIRED ATTENDANCE IN COURT**

- 24.1 An Employee who is called for jury duty or subpoenaed as a witness of the Crown will receive, for all days on which the Employee otherwise would have been working, an amount equal to the Employee's normal compensation, provided the Employee furnishes the Employer with certification by proper authority of the dates and times served and of any payments received for such service, that the amounts received from the court for jury duty or witness fees, exclusive of any expenses received, must be endorsed to the credit of the Employer, and the Employee reports for work when not required for such duty.

## **ARTICLE 25 - BEREAVEMENT LEAVE**

- 25.1 In the event of the death of a spouse (including common law or same-sex spouse), parent, parent-in-law, step-parent, brother, brother-in-law, sister, sister-in-law, son, son-in-law, daughter, daughter-in-law, step-child, grandparents, grandparents-in-law, step-grandparents, grandchildren, step-grandchildren, ward or guardian, and former guardian or former ward, an Employee will be granted three (3) days leave of absence with pay.

- 25.2 In the event of the death of an aunt, uncle, niece or nephew a one (1) day leave of absence with pay will be granted.
- 25.3 To attend the funeral of a relative listed in the above two sections, if the location of the funeral is greater than 400 km from the Employee's residence, two (2) additional days of unpaid leave of absence will be granted.

## **ARTICLE 26 - MILITARY LEAVE**

### **26.1 TRAINING**

The Employer may grant a leave of absence of up to one (1) week with pay and up to one (1) week without pay, for a total of two (2) weeks in a calendar year, for the purposes of Canadian Forces Reserve Training. An Employee granted a leave of absence shall accrue credits and be covered by benefit plans during such a leave.

### **26.2 DEPLOYMENT**

An Employee is entitled to a leave of absence without pay or benefits if the Employee is a Reservist and will not be performing the duties of her position because of deployment by the Canadian Forces Reserve. This leave is in accordance with the *Employment Standards Act*.

## **ARTICLE 27 – PAID HOLIDAYS**

- 27.1 Employees shall be entitled to the following paid holidays in each calendar year:

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

- 27.2 When one of the paid holidays listed above falls on a day when an Employee is not at work due to illness, vacation, or other authorized leave, the day shall not be deducted from the Employee's sick leave or vacation credits.
- 27.3 If an Employee is required to work on a paid holiday, the Employee will receive two (2) times their regular straight time pay for the hours worked and, in addition, will receive a day off in lieu of working on the paid holiday or pay in lieu of the day.
- 27.4 Should any of the holidays fall on a Saturday or Sunday the holiday will be moved to the next normal Employer working day.

## **ARTICLE 28 – EDUCATION LEAVE OF ABSENCE**

- 28.1 An Employee who wishes to further their education in support of their contribution to the Employer may request a full-time educational leave of absence without pay for a school year. Employees on such leave will not continue to accrue vacation credits or be covered for any benefits if the leave is for more than one month. Employees may elect to continue coverage for benefits if permissible under the terms of the relevant benefit plans by paying both the Employee and Employer premiums for benefit coverage and, subject to the provisions of the Public Service Pension Plan Employees who take such a leave will have the opportunity to buy back pension credits upon their return to work.
- 28.2 Where the Employer requires an Employee to take an educational leave or attend an educational program, the Employee will suffer no loss of regular compensation or benefits and the Employer will reimburse the Employee for reasonable expenses such as travel, accommodation and meals. The Employer will also pay any registration, tuition or examination fees and will pay for any required text books or course related material including applicable taxes.

## **TUITION REIMBURSEMENT FOR CONTINUING EDUCATION**

- 28.3 For Employees not on a leave of absence under Article 28.1 above the Employer may provide 100% reimbursement for tuition and examination fees for Employees who further their education through recognized courses and programs related to their present work or work that would constitute a realistic career opportunity within the Employer. An Employee's application for educational financial assistance and any request for reimbursement must be approved in writing in advance by the Employee's manager.
- 28.4 One half of any approved amount is reimbursed in advance, whether or not the Employee successfully completes the course. The other half would be reimbursed upon successful completion or, when no examination is given, upon proof that the Employee attended at least 80% of the classes. Also, once an Employee successfully completes an approved course, expenses related to the Employee's books and any course related software and applicable taxes that were required will be reimbursed at 100%, to a maximum of \$100 per course. To be eligible for reimbursement, an Employee must be employed by the Employer when they apply for reimbursement and they must do so within six months of the end of the course.
- 28.5 The tax treatment of reimbursements will be subject to relevant provisions of the *Income Tax Act*. Reimbursement is to be claimed by completing the claim form available on the intranet and submitting to the Employee's Manager for approval.

## **LEAVE FOR OUTSIDE EMPLOYMENT**

- 28.6 Opportunities may sometimes arise to enhance an Employee's experience by working outside of the Employer. A leave of absence for up to one year, with up to a one year renewal, may be made available to an Employee with or without pay, and with or without accumulation of credits and benefits coverage.

## **ARTICLE 29 – HOURS OF WORK**

- 29.1 Hours of work are normally based on a work week of 36 ¼ hours per week, and 7 ¼ hours per day, with a 1 hour unpaid lunch break. With the approval of her Manager, an Employee may reduce the length of her unpaid lunch break by up to thirty (30) minutes in order to start work later or end work earlier.
- 29.2 Reasonable flexibility is available to alter hours of work to accommodate personal needs or organizational needs with the approval of the manager.

### **Emergency Work Requirements**

- 29.3 In the event of unforeseen or emergency situations that may require the implementation of shifts, the Employer and the Union will meet as soon as possible to discuss issues related to addressing those unforeseen or emergency situations in a manner consistent with and to maintain operational requirements.

## **ARTICLE 30 – OVERTIME**

- 30.1 Overtime must be pre-approved by an Employee's manager. Where overtime is not authorized, it shall not be required. In circumstances where it is not reasonably possible for an employee to contact her manager where overtime is necessary (e.g. the unexpected continuation of a hearing) overtime will be considered to have been pre-approved for the purposes of this clause.
- 30.2 Overtime shall be paid for hours worked beyond 7 ¼ hours per day or 36 ¼ hours per week. Employees may be compensated at time and one-half their regular hourly rate or take time in lieu at the rate of 1 ½ hours for each hour of overtime worked. Lieu time may be taken at a time mutually agreed to by the Employee and the manager.
- 30.3 Employees may at their discretion elect to either be paid for overtime worked or to bank overtime worked in a personal lieu bank.
- 30.4 Employees shall not have more than 72.5 hours accumulated in their overtime lieu time bank. At January 01, April 01, July 01 and October 01 of each year any hours in excess of 72.5 hours will be paid out.
- 30.5 Where an Employee's lieu time bank is at 72.5 hours all overtime worked in excess of 72.5 hours will be paid.

30.6 All hours worked on Sundays and statutory Holidays shall be paid at two (2) times the Employee's regular hourly rate.

30.7 An Employee who works 7 ¼ hours or more on a statutory holiday will, in addition to overtime pay at two times their regular hourly rate, receive a holiday with pay at their regular rate to be taken on a day mutually agreed between the Employee and the manager within one month of the statutory holiday worked.

Overtime Worked	Overtime Hours	Rate of Payment
Monday to Friday	Authorized overtime beyond normal scheduled hours worked in the day	Time and one-half (1 ½)
Saturday	Authorized overtime	Time and one-half (1 ½)
Sunday	Authorized overtime	Two (2) times
Statutory Holiday	Authorized overtime	Two (2) times plus a statutory holiday credit

### **On-Call**

30.8 "On-Call Duty" means a period of time that is not a regular working period, overtime period, or call back period during which an Employee is required to respond within a reasonable time to a request for:

- (a) recall to the work place, or
- (b) the performance of other work as required.

30.8.1 It is understood that a return to the workplace may not be necessary in all situations.

30.8.2 It is understood that there shall be no pyramiding of premium payments and where work is performed as outlined in Articles 30.8(a) or 30.8(b), call back pay or overtime pay shall be substituted, respectively, for the on-call premium. All work performed while on call will be paid at the appropriate premium rate. This includes work performed outside the workplace as set out in 30.8.1 above.

30.8.3 Should recall to the workplace be required the Employee is expected to be able to return to the workplace within a reasonable time.

30.8.4 No Employee shall be required to be on call unless such on-call duty was authorized (normally) in writing by the manager prior to the on-call period. The Employer shall take into account Employee preferences in determining which Employees will be required to be on call, and when.

- 30.8.5 Where an Employee is required to be on call, she shall receive two dollars (\$2.00) per hour for all hours that she is required to be on call or, at the Employee's option, one day additional paid leave for every four weeks of on-call duty.
- 30.8.6 In the event that an Employee is directed in writing by the Employer to respond to a pager, cell phone, blackberry or any other electronic device outside normal working hours, the Employee will be considered to be on call and will be entitled to on-call premiums.
- 30.8.7 Normally, an Employee will not be expected to be on call for more than 18 weeks in a calendar year. In the event that the Employee is required to be on call for more than 18 weeks, agreement of the Employer is required.
- 30.8.8 A week that an Employee is on call must be followed by a minimum of one week that the Employee is not on call.
- 30.8.9 An Employee required to be on call will be supplied with the appropriate electronic devices for the period of time that she is on call.

### **Call-In**

- 30.9 For any instance where an Employee is required to attend the workplace while off duty, the Employee will receive a minimum of four (4) hours compensation at the appropriate overtime rate.

### **Meal Allowance During Overtime**

- 30.10 Employees who are required to work two (2) or more hours of authorized overtime immediately preceding or following their normal hours of work or four (4) or more hours of authorized overtime on a weekend or paid holiday with less than twenty-four hours' notice shall be entitled to a meal allowance of \$20.00 per day in circumstances where the Employer does not provide a meal.

## **ARTICLE 31 – MEMBERSHIPS AND PROFESSIONAL ASSOCIATIONS**

- 31.1 The Employer encourages professional registration, licensure and certification of Employees in the designated fields within the organization. The Employer will support membership in a professional organization that enhances both an Employee's professionalism and that of the Employer. The Employer will reimburse Employees for annual membership fees in a professional organization where membership is required to retain the Employee's professional designation (e.g. C.A., P.Eng., LL.B., or other work related professional designations).

- 31.2 Reimbursement is limited to a maximum of two (2) organizations per Employee.
- 31.3 The Employer will also reimburse the Employee, up to a maximum of \$100, if the professional organization required:
- An initiation fee for new membership application, and/or
  - Liability insurance if it is mandatory with membership/accreditation.
- 31.4 Reimbursement will require proof of payment and the tax treatment of reimbursements will be subject to relevant provisions of the Income Tax Act.
- 31.5 Reimbursement is to be claimed by completing the claim form available on the intranet and submitting it to the Employee's manager for approval.

## **ARTICLE 32 – SHORT-TERM SICKNESS PLAN**

- 32.1 If an Employee cannot work because of illness or injury the Employee's absence may be covered under the annual Short-Term Sickness Plan (STSP) which pays an Employee's salary for up to 130 working days in total (whether or not continuous) for each calendar year. STSP is paid at 100% of an Employee's salary for the first 6 working days of absence in a calendar year and 75% of salary for up to 124 working days of absence.
- 32.2 In the event of a personal illness or injury the Employee must notify her manager as soon as possible failing which the absence may not be approved or eligible for payment under the STSP.
- 32.3 The Employer reserves the right to request a report from a medical practitioner validating an Employee's absence under the STSP and Employees are required to provide a report from a medical practitioner in any event where an absence is greater than 5 consecutive working days. Medical Reports requested by the Employer will be paid for by the Employer.

### **Waiting Period**

- 32.4 For new Employees the STSP commences after the Employee has completed 20 consecutive working days from the date of hire.

### **Top-Up of the 75% STSP Benefit**

- 32.5 Employees can use earned vacation credits or unused paid personal leave credits to top up STSP payments to 100% of salary.

## **Absence into the Next Calendar Year**

32.6 An Employee's annual STSP is reinstated at the beginning of each calendar year except under the following circumstances:

- (a) The Employee's illness or injury continues from one calendar year into the next calendar year; or
- (b) An Employee has used all of her STSP credits during a calendar year.

In these circumstances STSP will not be reinstated or available until the Employee has returned to work for 20 consecutive working days in the same calendar year.

32.7 Should the Employee's absence continue into the next calendar year the Employee will receive payment from what is left of the Employee's STSP benefits from the last calendar year.

## **ARTICLE 33 – CONTRACTING OUT**

The Employer's interest is to use members of the bargaining unit to perform its work where they are able to perform it well and effectively.

33.1 The Union acknowledges that the Employer, in the ordinary course of its work, has been able to and must continue to be able to retain consultants and other professionals to support its work and the effective discharge of its legislated mandate. The Union acknowledges that the Employer may continue to do this based on the following criteria:

1. for contracts which are less than one year in duration; and
2. when work to be done by the contractor(s)
  - has not been traditionally done by bargaining unit Employees OR,
  - has traditionally been done by both bargaining unit Employees and external contractors. (examples include speech writing, IT services) and,
  - is not of an ongoing nature

The Employer agrees to provide the Union with a list of all contracts which meet the above criteria. This list will be produced at the end of each quarter.

If the Union has a concern with one or more of the contracts they may request additional information from the Employer. The Employer will meet with and provide the relevant information within one week. If the Union is not satisfied with the information and rationale provided they may table the issue at the next meeting of the Joint Union-Management Committee.

- 33.2 For all contracts that do not meet the above criteria, the Employer will meet with and consult with the Union prior to contracting work out or in and will provide the Union with its rationale and business case for doing so.

Contracts which are extended so that the total period exceeds one year will be treated as contracts of greater than one year as below.

All decisions to contract out work will be made in accordance with a balance of the following criteria as applicable to the work:

- reliability of service to the stakeholder,
- employment continuity,
- career opportunities,
- ability to perform work,
- availability of resources,
- cost,
- timeliness,
- quality,
- need for control over results,
- health and safety.

If after this meeting the Union wishes to challenge the Employer's decision, the Union must, within one week, refer the issue to mediation/arbitration before William Kaplan on an expedited basis.

The Arbitrator 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*.

## **ARTICLE 34 – VACANCIES**

- 34.1 The Union and Employer are committed to the Employer retaining, identifying and recruiting the best talent to meet its business needs.
- 34.2 Where the Employer decides a new or vacant position in the bargaining unit exists a notice of such vacancy will normally be posted for a period of ten (10) working days. The Notice of Vacancy will include:
- Position Title
  - Business Unit
  - Summary of Duties and Responsibilities
  - Qualifications
  - Closing Date
  - Salary Band

- 34.3 Applicants from within or outside the bargaining unit bidding on such vacancy must make application in writing within the time set out in the posting.
- 34.4 The Union and the Employer recognize that there are times when the posting of a vacancy may not be required such as:
- (a) When a qualified candidate has been identified from another competition completed within the previous six months for a position with substantially similar requirements and selection criteria;
  - (b) When a full-time position is being converted to a part-time position (or vice versa);
  - (c) Where an Employee requests and the parties agree to a transfer to a vacant position for health reasons or on compassionate grounds;
  - (d) Where a new position is created and for operational consideration the Employer needs to employ an individual or assign an existing Employee on a short-term or interim basis not to exceed three months to perform the duties until the position is posted and a competition completed;
  - (e) When an Employee is on a leave of absence of not more than six (6) months, the Employer may need to employ or assign an existing Employee to perform the work of the position;
  - (f) When a re-organization or business process realignment results in a new position that has 75% or more of the duties that are the same as the existing position the incumbent Employee will retain the position.
- 34.5 Consideration will first be given to applicants from within the bargaining unit. In filling a posted vacancy, consideration will be given to qualifications, experience, skills and ability for the position. Where these factors as between two or more applicants from within the bargaining unit are relatively equal seniority will be the determining factor.
- 34.6 Where there are no qualified applicants for the position the Employer may in its sole discretion appoint an applicant to the position on an under fill basis (i.e. the person is not qualified for the position). In such a case the Employee appointed on an under fill basis will be paid at 10% below the minimum salary for the position until they successfully complete the six month probationary period.
- 34.7 Applicants from within the bargaining unit who are granted an interview will be provided with time off without loss of compensation to attend the interview.

## **ARTICLE 35 - SENIORITY**

- 35.1 Seniority for Employees who have completed probation shall be based on an Employee's most recent date of hire with the Employer except for those Employees listed on Schedule "A" attached to the Collective Agreement whose seniority date is as set out in Schedule "A".
- 35.2 Seniority shall be lost and an Employee's employment terminated if the Employee:
- (a) Quits or retires;
  - (b) Is discharged for just cause and not reinstated;
  - (c) Fails within seven (7) calendar days after being notified of notice of recall to notify the Employer that she intends to return to work, or if she fails to return to work within seven (7) calendar days of the date requested unless a satisfactory explanation is established for failure to notify the Employer or failure to return to work;
  - (d) Is laid off and not re-called within 12 months.

## **ARTICLE 36 – LAYOFF AND RECALL**

### **Notice to the Union**

- 36.1 Before issuing a notice of indefinite layoff to an Employee(s) in the bargaining unit the Employer will first provide a minimum of five (5) working days notice to the Union identifying the position(s) to be affected. During this notice period the Employer and the Union will meet to discuss the reason(s) for the impending layoff(s) and issues related thereto, including potential alternatives to the layoff(s) or potential options to reduce the impact of the layoff(s).

### **Notice to Employees**

- 36.2 The Employer will provide notice of indefinite layoff in accordance with the *Employment Standards Act*. The Employer will also post a notice in the workplace setting out the name, seniority, position and proposed layoff date of the Employee(s). The posted notice shall constitute notice of layoff as of the day of posting to any Employee whom the Employee(s) named in the notice displaces.
- 36.3 For positions with more than one incumbent, the Employee(s) in an affected position with the least seniority will receive a layoff notice.

### **Employee Declaration**

- 36.4 An Employee who receives a notice of layoff may;
- (a) Elect to be terminated and receive a severance payment as set out in Article 36.12 below; or

- (b) Apply for direct assignment to a vacant position or displacement under Articles 36.5 to 36.9 below.

The Employee will have five (5) working days to decide whether to choose (a) or (b) above and if the Employee does not make a declaration within that time period she will be deemed to have chosen (a) above.

### **Potential Direct Assignment or Displacement – Same Pay Grade**

- 36.5 If there is an existing vacant position at the same pay grade as that of the affected Employee and for which the Employee has the qualifications, experience, skills and ability to perform the required work without training, the Employee will be assigned to the vacant position. If there is more than one such Employee for a vacant position the Employee with more seniority will be assigned to the vacant position.
- 36.6 If an affected Employee is not assigned to a vacant position under Articles 36.5 to 36.9, the affected Employee may displace the Employee in the same pay grade with the least seniority, provided that the affected Employee has the qualifications, experience, skills and ability to perform the work without training. For any Employee displaced by the affected Employee that Employee will have the same potential direct assignment or displacement opportunities as set out in Articles 36.5 to 36.9.

### **Potential Direct Assignment or Displacement – Next Lower Pay Grade**

- 36.7 If no vacancy can be found under Article 36.5 above and if there is not displacement opportunity under Article 37.6 above, the affected Employee may be offered a vacant position in the next lowest pay grade. Where a vacancy exists in a position for which the affected Employee has the qualifications, experience, skills and ability to perform the work required without training, the Employee will be assigned to the vacant position. If there is more than one such Employee for a vacant position the Employee with more seniority will be assigned to the vacant position.
- 36.8 Where no vacancy exists under Article 36.7 above, the affected Employee may displace the Employee with the least seniority in the next lowest pay grade provided that the affected Employee has the qualifications, experience, skills and ability to perform the required work without training. Any Employee displaced under this Article shall themselves have the potential for assignment to a vacancy or displacement as set out in Articles 36.5 to 36.9.

## **Potential Displacement – Pay Grades In Descending Order**

- 36.9 If the affected Employee is not assigned to a vacant position and cannot displace another Employee under Articles 36.7 and 36.8 above, the affected Employee may displace the Employee with the least seniority in lower pay grades, provided that the Employee has the qualifications, experience, skills and ability to perform the required work without training. Any Employee displaced under this Article shall themselves have the potential for assignment to a vacancy or displacement as set out in Articles 36.5 to 36.9.
- 36.10 Where multiple Employees apply for displacement as part of the same round of layoffs, the displacement sequence shall be the Employee with the most seniority being considered to displace first, then the Employee with the second most seniority and so on thereafter.
- 36.11 Any Employee who elects potential assignment to a vacancy or displacement under Article 36.4 (b) who is not assigned to a vacancy or who cannot displace another Employee shall be terminated and receive a severance payment as described in Article 36.12 below.

## **Severance Pay**

- 36.12 Employees who are terminated as a result of a layoff will be eligible to receive severance pay in an amount equivalent to three weeks per year of completed service to a maximum of seventy-eight weeks, less any notice under Article 36.2, and any severance pay previously received from the Employer, or the Ontario Public Service, including any severance pay related to the changeover of Employees from the Legacy Employer to the Employer.

## **Recall**

- 36.13 Employees who are laid off shall retain recall rights for a period of twelve months. If the Employer decides to increase its workforce it shall first consider Employees who have been laid off and are on recall and shall recall the most senior Employee who has the qualifications, experience, skills and ability to perform the required work without training.

## **ARTICLE 37 – LEARNING AND DEVELOPMENT**

- 37.1 The Employer acknowledges the importance of learning and development for Employees and is committed to fostering a learning culture with learning and development opportunities for Employees. The money to be expended on learning and development are within the sole and exclusive discretion of the Employer, and such discretion will be exercised fairly to achieve the goals set out in this article.
- 37.2 Learning and Development can be broadly divided into the following categories although there will be a degree of overlap between them:

- Job specific training;
- Professional development; and
- Corporate/general training

37.3 There are various formal and informal, on-the-job, and off-site learning and development activities that the Employer will consider supporting, subject to approval. These include:

- In-house training programs;
- Conferences, seminars, workshops;
- Technical training;
- On-the-job training;
- Continuing education assistance

37.4 On an annual basis, Employees will set a learning and development plan with their manager, including appropriate training and determine what job specific and personal development goals are to be set for the coming year. It is the manager's ongoing responsibility to ensure that the Employee has access to such training and is provided the necessary time from her duties, in order to fulfill her training plans.

## **ARTICLE 38 – PENSIONS**

38.1 The Employer will not advocate or recommend a change in its status as a participating employer in the Public Service Pension Plan.

## **ARTICLE 39 – VACATION**

39.1 Employees accrue vacation at a prescribed rate for any month in which they work. Vacation entitlement increases according to the length of service with the Employer as outlined in the chart that follows.

39.2 An Employee who has at least one (1) year of service is credited with her vacation entitlement at the beginning of each calendar year including the entitlements due to occur during the year. An Employee with less than one (1) year of service earns her vacation days at the rate of 1 ¼ days per month.

39.3 Up to and including the completion of six (6) months continuous service an Employee with the approval of her manager, may take vacation in half day or full day increments (unless an employee uses earned vacation credits to top up STSP payments to 100% under Article 32.5) and up to the extent of her earned vacation credits and her earned vacation credits shall be reduced by the vacation taken.

Such approval will be subject to operational requirements, but it is also agreed that such approval will not be unreasonably withheld.

- 39.4 An Employee in receipt of workers' safety and insurance benefits can use unused vacation credits to top up their award to 100% salary. In addition, an Employee may be paid out for any unused vacation credits if she qualifies for payments under the Long-Term Disability Plan.
- 39.5 An Employee who is absent by reason of an injury or occupational disease for which an award is made under the *Workplace Safety and Insurance Act*, shall continue to accrue vacation credits for the full period of such leave.
- 39.6 An Employee is entitled to vacation credits in respect of a month or part thereof, in which they are at work or on leave of absence with pay. An Employee is not entitled to vacation credits in respect of a whole month in which the Employee:
- (a) Is on leave of absence without pay; or
  - (b) Receives benefits under Long Term Disability.

39.7 Vacation Entitlement for Service

LENGTH OF SERVICE	VACATION DAYS
Up to 1 year	1.25 days per month
Starting from the 2 <sup>nd</sup> year until the end of the 6 <sup>th</sup> year	15 days (1.25 days per month)
At the start of the 7 <sup>th</sup> year until the end of the 14 <sup>th</sup> year	20 days (1.666 days per month)
At the start of the 15 <sup>th</sup> year until the end of the 26 <sup>th</sup> year	25 days (2.083 days per month)
At the start of the 27 <sup>th</sup> year	30 days (2.500 days per month)
At the end of the 25 <sup>th</sup> year one time only special entitlement	If an Employee completes 25 years of continuous service, on that occasion only, the Employee is entitled to 5 additional vacation days.

39.8 An Employee can earn vacation credits for every month, in whole or part, that she works, is on leave of absence with pay, is in rehabilitative employment with Employer, or is absent by reason of an injury or occupational illness with an award under the *Workplace Safety or Insurance Act*.

39.9 An Employee may accumulate vacation credits to a maximum of twice the Employee's annual vacation credits, but the Employee shall be required to reduce this accumulation to a maximum of one year's entitlement by December 31 of each year. If an Employee is unable to reduce the accumulation the remaining amount will be paid out.

- 39.10 Employees are to provide as much notice regarding their vacation request as possible to the Employee's manager and every effort will be made to accommodate vacation requests and approve it in a timely manner in accordance with operational requirements.
- 39.11 Employees in the bargaining unit on the date of ratification of the first Collective Agreement as set out in Schedule A attached to the Collective Agreement with continuous service dates that included service in the Ontario Public Service have length of service for the purposes of this vacation Article that includes their service in the Ontario Public Service.
- 39.12 Upon cessation of employment for any reason an Employee who has taken more vacation in the year than they have actually accumulated in that year shall have the overpayment of vacation deducted from their final pay.

#### **ARTICLE 40 - WAGES**

- 40.1 Employees in the bargaining unit on January 15, 2009 who after being placed on the Salary Grid and who are not at the maximum for their pay grade will progress to the next step in the pay grade annually on April 01.
- 40.2 New Hires will be placed on a Step within the pay grade applicable to their position taking into account factors such as the Employee's skills, qualifications, and experience.
- 40.3 Employees who are the successful applicant for a position in a higher pay grade or Employees who are assigned by the Employer to a position in a higher pay grade will be placed at the pay grade Step in the higher pay grade that is closest to but greater than their previous salary or the Step which is at least 5% greater than their previous salary, whichever is greater.
- 40.4 Employees who apply for and are the successful applicant for a position in a lower pay grade will be placed at the pay grade Step in the lower pay grade that is closest to but lower than their previous salary.
- 40.5 Employees hired after January 15, 2009 who are not at the maximum for their pay grade will progress to the next step annually on the anniversary of their service with the Employer.
- 40.6 The employer shall have discretion to raise an Employee more than one step per year on the above Salary Grid.
- 40.7 Employees who are at the maximum Step within their pay grade may, at the Employer's discretion, receive a merit based one-time only, one-year only, non-incremental increase to their salary to a maximum of amount of 10% above the maximum Step for their pay grade. Any such discretionary increase would become effective on April 01 of the relevant year and would cease on March 31 of the following year.

40.8 All Employer decisions concerning the receipt or non-receipt of discretionary increases by individual Employees under Article 40.6 or 40.7 above is neither grievable, nor arbitrable, (for Article 40.7 so long as they do not exceed the 10% maximum as set out) and an arbitrator shall have no jurisdiction with respect to the exercise by the Employer of its discretion under Article 40.6 or 40.7.

40.9 Effective April 1, 2017 all employees will be placed on the 2017 Salary Grid below at the same step they were at on March 31, 2017.

40.10 The 2018 Salary Grid effective April 1, 2018 is set out below.

Salary Grids 2015-2018

2014 Salary Grid

						<b>JOB RATE</b>
<b>Grade</b>	<b>MINIMUM</b>					<b>MAXIMUM</b>
						<b>100%</b>
	<b>Step</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step</b>
1	\$41,169	\$42,528	\$43,935	\$45,384	\$46,882	\$48,416
2	\$46,224	\$47,746	\$49,330	\$50,962	\$52,643	\$52,862
3	\$49,330	\$50,962	\$52,643	\$54,385	\$56,182	\$57,734
4	\$55,603	\$57,442	\$59,336	\$61,297	\$63,325	\$65,348
5	\$63,154	\$65,238	\$67,393	\$69,622	\$71,935	\$74,117
6	\$71,438	\$73,794	\$76,229	\$78,745	\$81,346	\$83,983
7	\$81,059	\$83,733	\$86,498	\$89,355	\$92,302	\$95,250
8	\$91,717	\$94,745	\$97,874	\$101,108	\$104,446	\$107,917
9	\$103,898	\$107,327	\$110,871	\$114,531	\$118,313	\$122,228
10	\$119,611	\$123,557	\$127,637	\$131,851	\$136,199	\$140,622
10T	\$129,110	\$133,313	\$137,710	\$142,254	\$146,949	\$151,827

2017 Salary Grid

2017						<b>JOB RATE</b>
<b>Grade</b>	<b>MINIMUM</b>					<b>MAXIMUM</b>

	<b>Step</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>100% Step</b>
1	\$43,475	\$44,910	\$46,396	\$47,926	\$49,508	\$51,128
2	\$48,813	\$50,420	\$52,093	\$53,817	\$55,592	\$55,823
3	\$52,093	\$53,817	\$55,592	\$57,431	\$59,329	\$60,968
4	\$58,717	\$60,659	\$62,660	\$64,730	\$66,872	\$69,008
5	\$66,691	\$68,892	\$71,168	\$73,522	\$75,964	\$78,268
6	\$75,439	\$77,927	\$80,499	\$83,156	\$85,902	\$88,687
7	\$85,599	\$88,423	\$91,343	\$94,360	\$97,472	\$100,585
8	\$96,854	\$100,052	\$103,356	\$106,771	\$110,296	\$113,962
9	\$109,718	\$113,339	\$117,081	\$120,946	\$124,940	\$129,074
10	\$126,311	\$130,478	\$134,786	\$139,236	\$143,828	\$148,499
10T	\$136,342	\$140,780	\$145,423	\$150,222	\$155,180	\$160,331

### 2018 Salary Grid

2018						<b>JOB RATE</b>
<b>Grade</b>	<b>MINIMUM</b>					<b>MAXIMUM</b>
						<b>100%</b>
	<b>Step</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step</b>
1	\$44,562	\$46,033	\$47,556	\$49,124	\$50,746	\$52,406
2	\$50,033	\$51,681	\$53,395	\$55,162	\$56,981	\$57,218
3	\$53,395	\$55,162	\$56,981	\$58,867	\$60,812	\$62,492
4	\$60,185	\$62,176	\$64,226	\$66,349	\$68,544	\$70,734
5	\$68,359	\$70,614	\$72,947	\$75,360	\$77,863	\$80,225
6	\$77,325	\$79,876	\$82,511	\$85,235	\$88,050	\$90,904
7	\$87,739	\$90,634	\$93,627	\$96,719	\$99,909	\$103,100
8	\$99,276	\$102,553	\$105,940	\$109,441	\$113,054	\$116,811
9	\$112,461	\$116,172	\$120,008	\$123,970	\$128,063	\$132,301
10	\$129,468	\$133,740	\$138,156	\$142,717	\$147,424	\$152,211
10T	\$139,750	\$144,300	\$149,059	\$153,978	\$159,059	\$164,339

### ARTICLE 41 – INCENTIVE PAY

41.1 The Employer's Incentive Pay Plan for Employees in the bargaining unit will be tied to the results of the Employer as established on an annual basis (i.e. Corporate Business Plan Objectives)

<b>PAY GRADE</b>	<b>INCENTIVE MAXIMUM</b>
1 -- 4	4.5%
5 -- 6	6.5%
7 -- 9	8.5%
10 and 10T	10.5%

- 41.2 The incentive represents the potential percentage of an Employee's base salary that can be earned as of March 31<sup>st</sup> for the fiscal year in which it applies.
- 41.3 Incentive Pay, if any, will be paid out as a yearly one-time lump sum payment.
- 41.4 New Employees must be employed by October 01, in a fiscal year in order to be eligible for any Incentive Payment. Payment of Incentive Pay in any year is subject to approval of the Employer's Management Committee.
- 41.5 An Employee must be employed by the Employer on the last day (March 31) of the appropriate fiscal year to be eligible in order to be eligible for any Incentive Payment
- 41.6 Any Incentive Pay will be pro-rated for any leaves of absences greater than 30 consecutive days.
- 41.7 The Incentive Pay Plan is structured that the achievement of 70% of the Business Plan performance measures is the minimum threshold for which incentive payments will be made. This means that if the Employer, as an organization, achieves less than 70% of all the Business Plan performance measures, there will be no Incentive Payment. The Incentive Plan is structured so that the achievement rating is validated by an external auditor.

**Incentive Pay for 2014-15 and 2015-16 Only**

- 41.8 For Incentive Pay for 2014-15 and 2015-16 only, notwithstanding Articles 41.1 and 41.7, there will be a minimum incentive payment converted to a base salary increase as set out below equal to 1.75% for 2014-15 and for 2015-16.
- 41.9 For employees in the bargaining unit on the date of ratification of the renewal collective agreement, for incentive pay paid out in 2015 for the period April 1, 2014 to March 31, 2015, on an exceptional basis each employee who is eligible for and receives incentive pay will have their base salary increased by 1.75%. For employees with a percentage incentive award greater than 1.75%, the balance of their incentive pay would be paid out as a yearly one time lump sum payment. For example, an employee with an 8% incentive award would have their base salary increased by 1.75% and the remaining 6.25% would be paid out as a yearly one time lump sum payment. Base salary increases would be effective April 1, 2015.

- 41.10 For employees who are not at the job rate maximum step of the 2014 salary grid who move to the next higher step on that salary grid after the date incentive pay is paid out in 2015 and before March 31, 2016, such employees will at that time have their base salary increased to an amount that is 1.75% above the next higher step on the 2014 salary grid.
- 41.11 For employees in the bargaining unit on the date of ratification of the renewal collective agreement, for incentive pay paid out in 2016 for the period April 1, 2015 to March 31, 2016, on an exceptional basis each employee who is eligible for and receives incentive pay will have their base salary increased by 1.75% effective April 1, 2016. For employees with a percentage incentive award greater than 1.75%, the balance of their incentive pay would be paid out when incentive pay is processed and paid (normally in June) as a yearly one time lump sum payment. For example, an employee with an 8% incentive award would have their base salary increased by 1.75% and the remaining 6.25% would be paid out as a yearly one time lump sum payment.
- 41.12 For employees who are not at the job rate maximum step of the 2014 salary grid who move to the next higher step on that salary grid after the date incentive pay is paid out in 2016 and before March 31, 2017, such employees will at that time have their base salary increased to an amount that is 3.53% above the next higher step on the 2014 salary grid.
- 41.13 Employees in the bargaining unit on April 1, 2015 who retire and commence receipt of a pension between April 1, 2015 and March 31, 2017 will receive at the time of retirement a non-pensionable lump sum retiring allowance in an amount equal to 0.5% of their base salary at the time of retirement if they retire on or before March 31, 2016 or an amount equal to 1.0% of their base salary at the time of retirement if they retire on or before March 31, 2017, such payments to be subject to deductions required by law.

## **ARTICLE 42 – TRAVEL TIME**

- 42.1 Where the Employer requires an Employee to travel for business purposes outside of the Employee's regular hours of work such travel time will be paid as overtime in accordance with the provisions of Article 31 – Overtime.
- 42.2 When an Employee uses her personal automobile for business travel, kilometres will be reimbursed according to the rates established by the Ontario Government for its Employees.

## **ARTICLE 43 – TERM**

- 43.1 This Agreement shall be effective from April 1, 2015 up to and including March 31, 2019 and shall continue automatically thereafter for annual periods of one year each, unless either party notifies the other in writing within a period of three (3)

months immediately prior to the expiration date that it desires to amend the Agreement.

Signed at Toronto this      day of May, 2015

**FOR THE UNION:**

**FOR THE EMPLOYER:**

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David Brown

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Jodi Travers

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Scott Travers

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Julie Mitchell

## SCHEDULE A - LEGACY EMPLOYEE LIST

Last Name	First Name	Cont Serv Date
Abramovitz	Marc	24-Apr-03
Aquirre	Maloney	12-Nov-02
Baksh	Ben	09-May-83
Barr	Betty	30-Oct-00
Brickenden	Lisa	01-Jun-99
Brown	David	07-Jun-99
Buccilli	Lina	08-Aug-77
Cincar	Chris	15-Jan-91
Colman	June	21-Sep-98
Connell	Shelly-Anne	02-Nov-01
Connor	Maureen	17-Feb-87
Crnojacki	Zora	27-Sep-99
D'Silva	Brian	06-Jan-03
Davies	Martin	12-Jul-99
Dragic	Giovanna	06-Feb-90
Ellis	Barrington	05-Oct-98
Eser	Marissa	17-Apr-00
Fernandes	Judith	14-Feb-00
Fernando	Erma	30-Dec-99
Francis	Velma	07-Jan-91
Franco	Antonette	21-Nov-01
Gasparatto	Paul	03-Jun-02
Habashy	Mona	15-Sep-93
Hayle	Dawn	15-Jul-02
Ing	Lillian	02-Mar-98
Jaff	Gona	04-Feb-99
Klein	Laurie	11-Jun-01
Ko	Dennis	09-Nov-98
Miller	Veredian	05-Oct-98
Negi	Sudhir	09-Jun-03
Maharaj (NETTO)	Tracey	28-Oct-87
Rahimtoola	Batul	02-Jul-99
Raza	Mehdi	03-Jul-01
Reid	Laurie	29-May-00
Résendes	Fatima	24-Jun-02
Ritchie	Keith	21-Jun-99
Rosa	Joseph	16-Nov-98
Rousseau	Sophie	21-Sep-98
Sakauye	Janet	04-Sep-79
Schuch	Colin	18-Oct-99
Steski	Carol	02-Jan-02
Thiessen	Harold	09-Feb-98
Tran	Tony	21-Dec-94
Vrantsidis	John	10-Nov-00
Wong	Christiane	30-Oct-89

## **LETTER OF UNDERSTANDING – ALTERNATIVE WORK ARRANGEMENTS**

The parties agree that the Joint Union Management Committee will review the current Employer policies and practices regarding work arrangements and undertake to research the effectiveness of the arrangements stakeholders and Ministry may have, the collective agreement provisions in Ontario as well as Best Practices in other jurisdictions and sectors concerning the use of Alternative Work Arrangements.

The Joint Union Management Committee will submit a written report of the review and research, including recommendations if any, to the Chief Operating Officer no later than 12 months from the ratification date of this Collective Agreement. The date may be extended by mutual agreement.

Each party is entitled to be accompanied to relevant meetings of the Joint Union Management Committee by a research person if needed.

The parties agree to work in good faith in the sharing and exchange of information to assist in the completion of the research or report.

The parties commit to discussing the report and any recommendations.

# MEMORANDUM OF AGREEMENT REGARDING PAY EQUITY AND JOB EVALUATION

BETWEEN

ONTARIO ENERGY BOARD  
(the "Employer")

- and -

THE SOCIETY OF ENERGY PROFESSIONALS  
(the "Union")

- 1.0 This will confirm certain understandings reached during collective bargaining regarding the development and implementation of a job evaluation system and the development of a Pay Equity Plan as required by statute.
- 2.0 The Employer and Union agree to work together to develop a job evaluation system and to negotiate a Pay Equity Plan as required by Sections 13 and 14 of the Pay Equity Act and to respect the provisions of negotiating in good faith. All negotiations shall be governed by the laws of the Province of Ontario in general and the Pay Equity Act in particular, and in accordance with the following outlined procedures.
- 3.0 Both parties recognize that an OEB Pay Equity Plan must be developed and maintained, and that all work should be valued on the basis of skill, effort, responsibility and working conditions.
- 4.0 With these principles in mind, the parties agree to the following 3 steps in the process.

Step 1            Consultant

1. The Employer shall retain a consultant to advise and assist in developing a work plan for the design, development, necessary training of all participants and implementation of a new gender-neutral job evaluation system for the bargaining unit and to assist in the development of a pay equity plan.
2. As soon as possible and not more than 4 months after the ratification of the Collective Agreement, the Employer shall create a Request for Proposal ("RFP") for purposes of retaining a consultant as contemplated above. This period may be extended by mutual consent. The RFP requires the input of the Union prior to its issuance. The Union will have input on the selection of the consultant. For greater clarity the Union will have input in reviewing the submissions to the RFP, will participate in the presentations and/or meetings with prospective consultants and provide feedback on the selection of the consultant by the Employer.

3. It is the responsibility of the employer to manage the consulting contract and to be responsible for the fees of the consultant. However, the RFP and the contract with the consultant shall stipulate that the consultant is to be accountable to the Joint Working Group throughout the process, and to act impartially so as to retain the confidence of both parties.

Step 2 Joint Working Group:

The parties will establish a Joint Working Group (JWG), consisting of three (3) persons appointed by each party. The activities of the JWG will include:

Job Evaluation System

1. Provide input and recommendations into the design of the job evaluation system and work plan being recommended by the Consultant. The JWG shall make every effort to complete this work within four months of Consultant being retained in Step 1.
2. Identifying the job classes in the bargaining unit and determining their gender dominance having regard to the statutory criteria.
3. Provide direction to the consultant in reviewing and testing the system.
4. It is understood that the joint working group shall not deal with any salary issues nor any issues related to the implementation of required adjustments.
5. The parties shall attempt to reach consensus on the final design of the job evaluation system, and will make every effort to complete the development and testing of the new system within five months of hiring the consultant.

Pay Equity Plan

1. The Consultant will assist in the development of a Pay Equity Plan incorporating the agreements reached between the parties. The JWG will oversee this process. The parties shall attempt to reach consensus on the final design of the Pay Equity Plan, including a Pay Equity maintenance process.
2. Upon completion of this pay equity process, the Employer and Union shall recommend the approval of the Plan to their respective principals.
3. The completed Pay Equity Plan for the bargaining unit shall be posted in accordance with the requirements of the Pay Equity Act.

Step 3      Job Information Gathering and Job Evaluation

1.      Job information will be gathered by the process outlined in paragraph 7 below.
2.      All bargaining unit jobs shall be described by the Employer according to the system and criteria selected by the parties. During the process, the Employer will provide the opportunity for each Employee to review and comment on her job duties and responsibilities
3.      Job evaluations will be conducted in accordance with paragraph 8 below.
4.      The JWG will review the results of the evaluation for consistency and to identify anomalies.

**5.0      General**

- 5.1      Upon completion of the project, the parties shall negotiate the salaries and any other monetary consequences of the new job evaluation system.
- 5.2      No Employees shall have their wages reduced as a result of the implementation of the job evaluation system and/or Pay Equity plan although red-circling will occur for those being paid in excess of their target rate.
- 5.3      It is understood that both parties shall have the right to seek additional counsel and assistance as required.
- 5.4      Subject to the provisions of the Collective Agreement and the provisions of this agreement, it is agreed the Employer retains its right to classify Employees in positions and to manage and maintain the job evaluation system on an on-going basis, at all times. Nothing in this agreement should be interpreted as management waiving any of its rights. Similarly, nothing in this agreement should be interpreted as waiving the legal rights of the Union and Employees.
- 5.5      The parties agree to a moratorium on any new job descriptions, evaluation grievances or complaints until the plan is implemented.
- 5.6      The parties agree to work in good faith, to make every attempt to reach a consensus where required, and to support the collaborative process to achieve a mutually satisfactory outcome.
- 5.7      Should the parties not reach consensus at any step outlined in this MOA, disagreements will be brought to a special meeting of the Joint Union-Management Committee for resolution. Failing agreement at the Joint Union-Management Committee the parties will proceed to mediation and arbitration (with a mutually agreed upon arbitrator within three months of either party giving notice that no agreement can be reached).

## **6.0 Confidentiality**

- 6.1 Members of the JWG agree that all discussions, pay equity and evaluation results and negotiations shall remain strictly confidential until the Plan has been signed off and dates for the release of information have been established.
- 6.2 The Employer shall assume responsibility for the secure storage of all documentation generated through the job evaluation and pay equity process.
- 6.3 The Employer and the Union agree to maintain confidentiality of all documentation related to the job evaluation and pay equity exercise.

## **7.0 Collection of Job Data**

- 7.1 The Parties shall use the Job Evaluation System as agreed upon by the Employer and the Union. The system shall include a questionnaire, factor and sub-factor definitions, and manager review of questionnaire.
- 7.2 Information / training sessions shall be held for incumbents in both female and male dominated job classes who will be required to complete a Job Analysis Questionnaire (JAQ).
- 7.3 The Employer shall ensure that managers review the JAQ's. Where the managers disagree with the job content of the questionnaire, the manager shall submit in writing the disagreement and the rationale.
- 7.4 The JWG shall review all JAQ's and corresponding manager comments to determine resolution of variances. The JWG may ask for clarification from the incumbent(s) and/or manager(s).
- 7.5 JWG members shall be excused from reviewing and commenting on their own job class(es) or any job class where there would be a perceived or actual conflict of interest.
- 7.6 The Employer will develop the job descriptions. The JWG will be given the opportunity to review and comment on all job descriptions prior to their release to the incumbent(s). Where the incumbents disagree with the content of the job description, the incumbent(s) shall submit in writing the disagreement and the rationale. The JWG may ask for clarification from the incumbent(s) and / or manager(s).

## **8.0 Evaluation of Job Classes**

- 8.1 All job classes will be evaluated by the Employer using the agreed-upon gender neutral job evaluation system.
- 8.2 In the application of the gender neutral job evaluation system the following general rules apply:
  - a) It is the content of the job and not the performance of the incumbent(s) that is being rated
  - b) Job classes will be rated without regard to existing wage rates
  - c) Job rating results and rationales will be recorded
  - d) Rating decisions shall include a sore-thumbing process to ensure consistency