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EFF.	93	01	01
TERM.	74	12	31
No. OF EMPLOYEES	7,800		
NOMBRE D'EMPLOYES	829		

COLLECTIVE AGREEMENT

BETWEEN

ONTARIO HYDRO

AND

**THE SOCIETY OF ONTARIO HYDRO
PROFESSIONAL AND ADMINISTRATIVE
EMPLOYEES**

January 1, 1993 ~ December 31, 1994

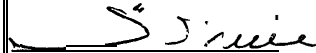
JUL 28 1994

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IN WITNESS THEREOF the parties hereto have caused **the** Agreement to be executed by their proper officers duly **authorized** in that behalf on this twenty-first day of April, **1994** at Toronto, Ontario.

Ontario **Hydro**

The Society of Ontario **Hydro**
Professional and Administrative Employees


W.S. O'Neill


Chris Cragg

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PART I - PREAMBLE

1 SOCIETY AND CORPORATE INTERESTS

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

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

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

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

1.1 Principles

Ontario **Hydro** and the Society agree to make their best efforts to adhere to the principle statements found in the Articles of the Collective Agreement in a balanced way, **recognizing** that some principles may compete with others. With the exception of the Principles of Agreement found in the Tripartite Agreement on Health and Safety Committees in Article **82**, the parties agree that these principle statements are not subject to the grievance/arbitration procedure on their own standing.

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

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- 1.2.1** Issues and interpretations will be dealt with in an open way with the earliest possible involvement of each party.
 - 1.2.2** Each party will deal with the other in such a way that it effectively demonstrates respect for each individual's contribution and point of view.
 - 1.2.3** Bilateral meetings will be conducted on the premise that such meetings are a "safe zone", with no rank within the room, and in an atmosphere where everyone is free to participate and no one dominates.
 - 1.2.4** Common goals/needs will be identified, and both parties will work together to achieve them.
 - 1.2.5** The primary focus of the parties will be the customer (Customer means the Corporation's customers, together with Society members. Customer focus also includes being sensitive to the environment - economic, political, environmental, and social).
 - 1.2.6** Processes will be designed with the involvement of the people who have the knowledge of the problem or issue. The processes will encourage the resolution of the problem/issue at the level closest to the source.
 - 1.2.7** An honest attempt will be made to resolve all problems/issues internally.
 - 1.2.8** By virtue of adherence to the above principles, the **JSMC** will endeavour to act as an example to the whole **organization** to show how using those principles, can create a harmonious relationship, while at the same time making the customer the primary focus.

PART II - RECOGNITION**2 RECOGNITION OF BARGAINING UNIT**

Pursuant to Sections 1(3.1) and (3.2) and 16 (3) of the Ontario Labour Relations Act (*RSO 1990*), Ontario **Hydro** agrees to **recognize** the Society as the exclusive bargaining agent for the “employees” defined as follows:

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

- a) those persons included on the Executive Salary Roll and above;
- b) **employees in bargaining units for which any trade union holds bargaining rights** as of the signing of the Voluntary Recognition Agreement (VRA) on November 13, 1991;
- c) those persons who perform managerial functions as distinct from supervisory functions. An employee is performing managerial functions if:
 - i) she/he performs managerial functions such as hiring, promotion, performance increase, discharge, etc. over other employees in the bargaining unit and;
 - she/he is required to spend the majority of his/her time performing managerial duties and;
 - she/he supervises at least seven (7) employees (directly or indirectly) on a regular and continuous basis.
 - ii) she/he supervises employees who are excluded from the Society under (c)(i), (d), (e) or (f).
- d) employees who are primarily employed in a confidential capacity affecting the terms and conditions of employment for Ontario **Hydro staff**;
- e) employees whose full-time duties are security work;
- f) employees who are members of a profession entitled to practice in Ontario and who are employed in a professional capacity where the Ontario Labour Relations Act excludes such persons from coming under the Act by virtue of their profession.

2.1 Clarity Notes**2.1.1** For the purposes of clarity, the bargaining unit set out above:

Includes:

- a) All regular, probationary, graduate students, reduced-hours and temporary employees whose functions are included in the classifications paid from Salary Schedules **01, 02, 03, 04, 05, 06, 07, 08, 09, 13** and **18**.

Excludes employees in accordance with **2.0 (c)** above as follows:

- a) M&P (Schedule **01**) - in salary classification **MP4** (or higher) rated by the Plan A Point System of Job Evaluation January **1988** ("Plan A"), or its equivalent, carrying "Nature of Supervision" Degree 4 (or higher) or its equivalent and "Numbers Supervised" Degree 3 (or higher) or its equivalent who normally supervise other Society represented employees.
- b) FM&P (Schedule **02**) - who normally supervise other FM&P employees and who normally supervise at least seven **(7)** employees directly or indirectly.
- c) **TMS** and **TS** (Schedules **08** and **07**) - who normally supervise other **TMS** or **TS** positions and who normally supervise at least seven **(7)** employees directly or indirectly.
- d) **OSS** (Schedule **05**) - who normally supervise other **OSS** positions and who normally supervise at least seven **(7)** employees directly or indirectly.
- e) Supervising Electrical Inspectors (Schedule **09**) - who normally supervise other **SEI** positions and who normally supervise at least seven **(7)** employees directly or indirectly.
- f) System Control Operators (Schedule **03**) who normally supervise other **SCO** positions and who normally supervise at least seven **(7)** employees directly or indirectly.
- g) Nurses (Schedule **13**) who normally supervise other nurses and who normally supervise at least seven **(7)** employees directly or indirectly.

- h) Helicopter Supervisors (Schedule 06) who normally supervise other helicopter supervisors and who normally supervise at least seven (7) employees directly or indirectly.
- i) Utility Managers

Excludes employees in accordance with 2.0 (d) above as follows:

- a) Employees paid from Salary Schedule 01 rated under Plan A as having "Staff Responsibility" Degree 4 (or higher) or its equivalent and MP6 employees as having "Staff Responsibility" Degree 3 (or higher) or its equivalent other than those performing engineering or scientific functions which do not affect the terms and conditions of employment for Ontario Hydro staff.
- b) Employees in the Executive Office;
- c) Employees in the Office of the General Counsel and Secretary including the Law Division except Corporate Official Records Analysts, Corporate Archivists and Corporate Records Centre Supervisors.
- d) Positions currently listed in Agreement RS-1 dated May 30, 1991 and as subsequently updated by mutual agreement to include new or changed positions performing the same or similar functions to those contained in the agreed listing of RS-1 criteria dated July 29, 1993.
- e) Human Resource trainee positions on Schedule 04.

2.2 Supervisory Employees - Code of Ethics

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

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

3 EMPLOYEE CLASSIFICATIONS

3.1 Probationary Employees

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

3.2 Regular Employees

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

3.2.2 Reduced Hours of Work Regular Employees

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

3.3 Temporary Employees

3.3.1 A temporary employee is an employee who is hired for short-term work assignment which is not ongoing (i.e. normally 12 months or less and not extending beyond 24 months). The employee's

benefits and working conditions are as per Article 34 (Temporary Employees).

3.3.2 Reduced Hours of Work Temporary Employees

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

3.3.3 Student Employees

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

4 SERVICE CREDIT DEFINITIONS

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

4.1 Established Commencement Date (ECD)

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

a) Regular

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

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

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

b) Temporary

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

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

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

4.2 Vacation Credit Date (VCD)

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

(**VCD** is used to determine vacation bonus.)

4.3 External Experience Value (EEV)

The **EEV** represents a vacation credit quantity expressed in number of years, months and days for external work experience granted to qualifying regular employees (Section **38.7**). The **EEV** and **VCD** determine total years credit for vacation entitlement (days) and the length of service based search notice period (Section **64.7** - Employment Continuity).

4.4 Service Recognition Date (SRD)

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

Authorized Adjustments:

(a) Personal Leaves of Absence

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

personal leave of absence without pay which exceeds **15** working days (This includes extended personal leaves, sabbaticals and educational leaves) and

- prepaid leave of absence (one of new/new enhanced leaves of absence dated **April 16, 1993**) greater than eight (**8**) weeks.

(b) Pregnancy/Parental Leaves

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

(c) Job Sharing

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

(d) Work Sharing

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

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

4.5 Pension Retirement Date/Death Service Date (PRD/DSD)

The **PRD/DSD** represents the last date of hire, subject to **authorized** adjustment for previous service if there has been no break in employment exceeding **12** months. Regular employees who currently work reduced hours or have done so in the past, will have such service calculated on a pro-rata basis.

(**PRD/DSD** has an impact on death benefits and early retirement reductions.)

4.6 Pension Termination Service Date (PTSD)

The **PTSD** represents the last date of hire, subject to **authorized** adjustment for previous service if there has been no break in employment exceeding **12** months. Regular employees who currently work reduced hours or have done so in the past, will have such service calculated as full time.

(**PTSD** has an impact on termination benefits.)

5 **TEMPORARY ASSIGNMENTS OF EMPLOYEES WITHIN AND/OR OUTSIDE THE SOCIETY'S BARGAINING UNIT**

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

In such instances, the parties agree that:

5.1. Employees will assume the established working conditions associated with their **rotation/temporary** assignment;

5.1.1 The Society will continue to represent employees who have been temporarily removed from their normal duties to perform work outside of the Society's bargaining unit for the first three months of the assignment;

5.1.2 Employees from outside of the Society's bargaining unit who are temporarily assigned work in the Society's bargaining unit shall be represented by the Society for that portion of their assignment extending beyond three months;

5.1.3 The Society shall receive advance notification of all temporary assignments where Ontario **Hydro** believes that these assignments fall outside of the Society's bargaining unit. The notification should include the rationale for this belief. In cases of temporary assignments to work within the Society's bargaining unit, the Society shall receive notification once the deduction and remittance of dues to the Society has begun;

5.1.4 Dispute resolution procedures and dues deductions will be governed in accordance with the following provisions:

(a) Dispute Resolution Procedures:

When formal dispute resolution procedures are required during the temporary assignment, the Society grievance/arbitration will be followed when the nature of the dispute relates to an issue within the Society bargaining unit jurisdiction (e.g. grievance of **non**-selection to a Society-represented position). The Non-Union Grievance Procedures will be followed when the nature of the dispute relates to an issue outside of the Society bargaining unit jurisdiction (e.g. grievance of **MF** or **ESR** working conditions).

(b) Dues Management

(i) For employees normally represented by the Society but temporarily performing in a position outside of the

Society's bargaining unit, dues will continue to be deducted and remitted to the Society until three months have elapsed, at which time the deduction and remittance of dues will cease.

- (ii) For employees who are not normally represented by the Society but temporarily performing in a Society-represented position, non-payment of dues (or payment of dues to another bargaining agent) will continue until three months have elapsed, at which time the deduction and remittance of dues to the Society will be initiated.

6 EMPLOYEES ON TEMPORARY FOREIGN OR OUT OF PROVINCE ASSIGNMENTS

6.1 The Corporation will advise the Society after signing a personal service contract with an employee for a temporary assignment outside of Canada or the Province of Ontario. The employee remains a member of the bargaining unit until he or she begins this assignment.

6.2 At the conclusion of the assignment, the Corporation will relocate the employee within the Corporation at a salary classification as close as possible to the position held at the time the assignment began.

PART III - VOLUNTARY RECOGNITION AGREEMENT**7 VRA AMENDMENTS**

A Voluntary Recognition Agreement (**VRA**) between Ontario **Hydro** and the Society came into effect on January **14, 1992** and shall remain in effect thereafter except for Sections **4.0** and **5.0** of the **VRA** (outlined in Articles **14** and **15** of this Agreement) which may be terminated by written notice by either party not less than six months prior to the **expiry** of the Collective Agreement in operation on January **1, 2001** or any subsequent Collective Agreement. In the event that the Society provides notice of termination of Sections **4.0** and **5.0** of the **VRA**, Ontario **Hydro** may require that the supervisors **defined** in Section **7.1** form a separate bargaining unit for which the Society shall be **recognized** as the bargaining agent and for which there shall be a separate Collective Agreement. In addition, the Society shall continue to be **recognized** as the bargaining agent for non supervisory staff defined in this **VRA**. Disputes on the identification of supervisors shall be submitted to a mutually acceptable arbitrator for settlement. If the parties fail to agree to appoint an arbitrator, either party may refer the matter to the Minister of Labour or the Chief Justice of the Ontario Court of Justice who shall appoint an arbitrator. If Ontario **Hydro** provides notice of termination of Sections **4.0** and **5.0** of the **VRA**, it shall continue to **recognize** the Society as representing all employees in one bargaining unit as per the **VRA** and ensuing Collective Agreements.

In the event that either party desires to amend the **VRA** on or after January **1, 2001**, it must notify the other party in writing not less than six months prior to the **expiry** of the Collective Agreement in effect on January **1, 2001** or thereafter six months prior to the expiration of any subsequent Collective Agreement. In such circumstances the parties will have the right, if either party so chooses, to appoint a mutually agreeable mediator for the purpose of reaching a settlement of the issues and where there is no mutual agreement the mediator shall arbitrate outstanding matters in dispute.

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

7.1 Supervisory Employees

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

- a) Employees on Salary Schedule **01** who under Plan A "Nature of Supervision" have either Degree 3 (or higher) or its equivalent;
- b) Employees on Schedules **02, 03, 05, 06, 07, 08, 09, 13** on condition they

normally supervise other employees.

8 FEDERAL JURISDICTION

In the event that nuclear workers are found to be covered under the Canada Labour Code and the Society applies to represent these employees, Ontario **Hydro** will not oppose certification for any employee represented by the Society under this Agreement and agrees to incorporate into a Collective Agreement all of the terms and conditions of employment found in this Agreement for application to employees who fall within federal jurisdiction.

Until the terms of a first Collective Agreement are reached for employees found to be covered by the *Canada* Labour Code, Ontario **Hydro** agrees to adhere to the terms and conditions of employment found in this Agreement.

The parties acknowledge that there is a constitutional appeal pending **in the** Supreme Court of Canada. The parties expressly acknowledge and agree that:

- a) this Agreement has been entered on the assumption that all employees represented by the Society under this Agreement are governed by the provincial *Labour* Relations Act;
- b) this Agreement is not intended by the parties to constitute a voluntary Collective Agreement nor a voluntary recognition agreement of any kind pursuant to the *Canada Labour* Code with respect to employees who may subsequently be confirmed as being governed by the *Canada* Labour Code;
- c) this Agreement will not be raised by the parties as a bar to any application for certification which may subsequently be made by the Society during the life of this Agreement.



PART IV - TERM OF THE COLLECTIVE AGREEMENT

- 9 This Collective Agreement shall remain in effect from January 1, 1993 to December 31, 1994 inclusive and, thereafter, shall be renewed automatically from year to year, subject to Section 4.0 of **the** Voluntary Recognition Agreement (**VRA**), unless either Party notifies the other in writing not less than **90** days prior to the expiration of the Collective Agreement that it desires to amend the Collective Agreement. As long as Sections 4.0 and 5.0 of the **VRA** remain in effect, where notice to amend the Collective Agreement is given, the provisions of **this** Collective Agreement shall continue in force until a new Collective Agreement is signed.

PART V - UNION SECURITY

10 MEMBERSHIP IN THE SOCIETY

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

11 DUES DEDUCTION (RAND FORMULA)

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

The Society confirms it will respect the provisions of Section **48** of the Ontario Labour Relations Act (**RSO 1990**) with respect to **bonafide** religious convictions or beliefs.

PART VI - DISPUTE RESOLUTION PROCESSES

12 VOLUNTARY RECOGNITION AGREEMENT DISPUTES - ENFORCEMENT

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

The arbitrator shall have all of the powers of an arbitrator pursuant to Section **45** of the Ontario *Labour* Relations Act (**RSO 1990**) or the Arbitrations Act as the case may be.

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

13 SELECTION OF MEDIATORS AND ARBITRATORS

Mediators and arbitrators shall be selected from the list of mutually acceptable persons which include those set out in Appendix 2 of the Collective Agreement and the costs of using them will be shared equally by Ontario **Hydro** and the Society.

14 COLLECTIVE AGREEMENT NEGOTIATION DISPUTES

Future contract negotiations disputes shall be resolved by binding arbitration in accordance with Section **38** of the Ontario Labour Relations Act (**RSO 1990**).

The dispute resolution process shall be mediation-arbitration using the same individual as both the mediator and arbitrator. The negotiating process is set out in full in Appendix **3**.

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

- a) a balanced assessment of internal **relativities**, general economic conditions, external **relativities**;

- b) Ontario **Hydro's** need to retain, motivate and recruit qualified staff;
- c) the cost of changes and their impact on total compensation;
- d) the financial soundness of Ontario **Hydro** and its ability to pay.

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

15 NO STRIKE/NO LOCKOUT

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

Nothing in this Collective Agreement is intended to interfere with the exercise of lawful economic sanctions under the Ontario Labour Relations Act by any member of the bargaining unit or bargaining units as the case may be or by the Society itself should either party to the Agreement elect to terminate Sections 4.0 and 5.0 of the Voluntary Recognition Agreement.

16 GRIEVANCE/ARBITRATION PROCEDURE

The following Grievance Procedure shall form the basis for resolving any grievance submitted by Society-represented staff, the Society, or Ontario **Hydro** unless the parties have expressly agreed elsewhere in this Agreement on alternate dispute resolution processes to limit the scope of the grievance/arbitration procedure.

16.1 Grievance Definitions

Employee Grievance:

An employee grievance is defined as any dispute between Ontario **Hydro** and one or more employees with the same complaint under the jurisdiction of the same supervisor which arises from:

- a) the interpretation, application, administration or alleged violation of the collective agreement; or,

- b) the unreasonable exercise of management discretion in the administration and application of this Collective Agreement.

For the life of this Collective Agreement only (January 1, 1993 to December 31, 1994), an employee grievance under category (b) can also be with respect to Category 1 policies (listed in Article 90).

Society Grievance:

A Society grievance is defined as any dispute between the Society and Ontario Hydro arising from matters of interpretation, application, administration or alleged violation of the Collective Agreement that;

- a) affects a group of employees with the same complaint, but under the jurisdiction of different supervisors; or,
- b) is a matter between the Society and Ontario Hydro which does not directly affect any specific employees.

For the life of this collective agreement only (Jan 1, 1993 to Dec 31, 1994) a Society grievance is extended to include the Performance Pay Plan.

Management Grievance:

Ontario Hydro may request a meeting with the Society for the purpose of presenting any complaint with respect to the conduct of the Society. If such a complaint by Ontario Hydro is not settled, it may be treated as a grievance and referred to Arbitration under the provisions of this Article.

- 16.2** Every effort should be made to resolve problems through the relationship between the individual and the supervisor. If no solution can be found, an employee shall have the right to grieve in accordance with the following procedure.
- 16.3** Both Ontario Hydro and the Society have access to the grievance/arbitration procedure for disputes arising from the administration of this Agreement and from the application of Part II ("Recognition"). If such disputes proceed to arbitration, the arbitrator will consider the principles contained in Article 1 .0.
- 16.4** Notwithstanding the grievance/arbitration procedure, the parties have the right to refer disputes to the Ontario Labour Relations Board as per Section 46 of the Ontario Labour Relations Act (RSO 1990).
- 16.5** The grievance/arbitration procedure may be used to challenge any unreasonable, arbitrary or bad faith action taken by Ontario Hydro which results in the

exclusion of any employee or position from the bargaining unit.

- 16.6** A group grievance shall be filed at Step 2. A union grievance, policy grievance, or management grievance shall be filed at Step 3. The parties may mutually agree to by-pass any step of the grievance procedure.
- 16.7** The parties may by mutual agreement in writing extend the time limits for any step in the grievance procedure.
- 16.8** This procedure provides the means for an impartial consideration of any complaint by either party who feels that it has a grievance which has not been resolved, provided that the party states in writing its intention to file a grievance within thirty (30) working days from the date of the alleged grievance, and submits the grievance to First Step within thirty (30) working days from the date the Society or Ontario **Hydro** indicates its intention to file a grievance.
- 16.9** Grievances concerning the Performance Pay Plan will be processed in accordance with Article 21. Job evaluation complaints shall be processed in accordance with this article up to and including Step 2. If a complaint has not been resolved at Step 2 then the complaint may be referred to a Joint Job Challenge Resolution Committee (Article 20). Disputes concerning Article 82 relative to the *Occupational Health and Safety* Act will normally be referred to the Ministry of Labour for resolution as set out in Article 84.

16.10 Grievance Procedure

16.10.1 Contact Representatives

Both Ontario **Hydro** and the Society shall provide Contact Representatives to provide a means of initial contact in the event that an employee wishes the Society to represent him/her in a grievance. Management's Contact Representative shall be the appropriate Human Resources Manager or Human Resources Officer. The Society's Contact Representative shall be the appropriate elected official or Staff Officer.

16.10.2 First Step - Meeting of Representatives

When requested in writing by an employee, the Contact Representative of the Society shall approach the Contact Representative of Ontario **Hydro** with a written report of the grievance. Wherever possible, allegations of unfair treatment shall be defined in terms of the Agreement, policy, or procedure that has been violated. If a satisfactory solution to the complaint

cannot be reached by these representatives and the appropriate management **representative** within twenty (20) working days, the Society Contact Representative will within ten (10) working days, request the Vice President of the Society to refer the complaint to the Second Step of the Grievance Procedure.

16.10.3 Second Step - Grievance Committee or Fact-Finding Investigation

16.10.3.1 When the Vice President of the Society receives a request to refer a complaint to the Second Step of the Grievance Procedure, the Vice President shall, within ten (10) working days, seek approval of the Society to refer the complaint to either:

- a) a Grievance Committee; or
- b) a fact-finding investigation team, provided this alternative is mutually acceptable to both the Society and Ontario **Hydro**.

16.10.3.2 If approval be given by the Society, the Vice President or some other designated officer of the Society shall within three (3) working days refer such complaint as follows:

16.10.3.3 When a complaint is referred to a Second Step Grievance Committee, the Vice President or other designated officer of the Society and the Project Leader, Staff Relations or some other officer designated by Ontario **Hydro** shall, within three (3) working days of such reference, each name an equal number but not more than three (3) representatives to a Grievance Committee. The Grievance Committee shall meet to consider such complaint within seven (7) working days of its appointment, and shall endeavour to reach a mutually satisfactory settlement of the matter. The jurisdiction of any Grievance Committee shall be limited to the particular Business Unit considered, and it shall not consider matters affecting members in other **organizational** units. A unanimous decision of a Grievance Committee shall be final and binding. Such decision shall be applicable solely to the matter in dispute and shall not be presumed to have established a precedent for future decisions on similar matters. If a unanimous decision is not reached in seven (7) working days, the Society may,

within ten (10) working days, refer such complaint to a Third Step Grievance Committee.

16.10.3.4 When a complaint is referred to a fact-finding investigation team, the Vice President or other designated officer of the Society and the Project Leader, Staff Relations or some other officer designated by Ontario Hydro, shall, within three (3) working days of such reference, each name one representative to the fact-finding investigation team. The Society and the Project Leader, Staff Relations, shall within five (5) working days of the naming of the team, jointly develop the terms of reference for the team and shall obtain all approvals necessary for the team to consider such complaint. This investigation shall be carried out within twenty (20) working days of the establishment of the terms of reference. The findings and recommendations of the fact-finding investigation team shall be given serious consideration by both parties but shall not be final and binding. If the recommendations of the fact-finding team do not result in a resolution of the complaint, the Society may, within ten (10) working days, refer such complaint to a Third Step Grievance Committee.

16.10.4 Third Step

16.10.4.1 When a complaint is referred to a Third Step Grievance Committee, the Vice President or other designated officer of the Society and the Project Leader, Staff Relations or some other officer designated by Ontario Hydro, shall within three (3) working days of such reference, each name an equal number but not more than three (3) representatives to a Third Step Grievance Committee. Management representation on this Committee will normally be Director level appointees who are members of the JSMC. This Committee shall meet to consider such complaint within fifteen (15) working days of its appointment and shall endeavour to reach a satisfactory settlement of the matter.

16.10.4.2 A unanimous decision of the Committee shall be final and binding. If the Committee does not reach a decision or the matter remains unresolved within twenty (20) working days, then such matter may be referred to Arbitration. The Society shall indicate in writing its intention to refer the matter to Arbitration within the twenty (20) working day period.

16.11 Arbitration

16.11.1 An arbitrator shall consider any difference which arises between the parties relating to the interpretation, application, or administration of this Agreement, including any question as to whether a matter is **arbitrable**, or where an allegation is made that this Agreement has been violated. An arbitrator shall also consider any matter of interpretation, application, and administration of policy and practice as may be referred to him/her by employee grievance. An arbitrator shall consider only such evidence as is presented to him/her by representatives of Ontario **Hydro** or the Society.

16.11.2 The arbitrator shall have the power to settle or decide such matters as are referred to him/her in any way he deems fair and reasonable, and his/her decision shall be final and binding. An arbitrator shall not have the power to amend, or terminate this Agreement, policies, and procedures save only any policies and procedures which may conflict with the terms of this Agreement.

16.11.3 Procedures

16.11.3.1 A single arbitrator, who is acceptable to both Ontario **Hydro** and the Society, shall be selected **within thirty (30)** calendar days of a party referring the matter to Arbitration.

16.11.3.2 Each of the parties shall assume its own costs of the arbitration proceedings and shall share equally the costs of the arbitrator.

The arbitrator shall commence his/her hearing within thirty **(30)** days from the day he/she is appointed and shall deliver his/her decision or award within sixty **(60)** days from the date of commencement of the hearing.

16.12 Time Limits

Any of the time limits mentioned in this Article may be altered at any time **by** agreement between Ontario **Hydro** and the Society.

17 DISCIPLINE AND DISCHARGE

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

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

- 17.2** An employee is entitled, prior to the imposition of discipline or discharge, to be notified at a meeting with management of the reasons for considering such action, unless he/she is a danger to himself/herself or others. A Society representative may be present at such a meeting if the employee so desires. If the employee **does wish representation, the Unit Director or the Society Office will be advised** in advance by management of the time and place of the meeting.

18 ROLE OF SUPERVISORS

- 18.1** As members of Ontario **Hydro's** managerial staff, supervisory employees have a role to play in the resolution of disputes in their work units before they reach the grievance/arbitration procedure. **In the event that a dispute reaches the grievance/arbitration procedure, the Society agrees not to discriminate against supervisors who represent management in Society grievances.**

- 18.2** The Society will exclude supervisors directly involved in a particular grievance from the decisions **on** the referral of the grievance through the grievance/arbitration procedure. Supervisors will not act on behalf of the Society in matters associated with a particular grievance where the grievance has been lodged by another member(s) who reports to the particular supervisor.

19 SOCIETY REPRESENTATIVES

A Society representative will be granted reasonable time off from normal duties and have normal base earnings maintained while acting as a Society representative in any of the steps of the grievance procedure or when required by management to be a participant in arbitration proceedings under Articles **16, 20** and **21**. Requests for time off will be made to the Staff Relations Division.

20 JOINT JOB CHALLENGE RESOLUTION COMMITTEE

- 20.1** The Joint Job Challenge Resolution Committee shall serve as the final body of appeal for all complaints arising from the interpretation or application of a job evaluation plan, including job documentation and job rating, following implementation by the Corporation.
- 20.2** The Committee shall consist of three members, one appointed by Ontario Hydro, one appointed by the Society, and a third person jointly selected from a mutually agreed list. This list appears in Appendix 4 of the Collective Agreement.
- 20.3** The third member of the Committee shall be either a current or former Ontario Hydro employee. Appointees to this position should be knowledgeable of job evaluation plans and their application, should be at arm's length from the parties and the job evaluation process, and should be credible.
- 20.4** The Committee shall be assisted by two staff advisors, one appointed by Ontario Hydro and one appointed by the Society. The advisors are responsible for preparing and presenting joint fact-finding reports on the substance of complaints heard by the Committee.
- 20.5** A majority decision of the Committee shall be final and binding.
- 20.6 Time Limits**

When a complaint is referred to the Joint Job Challenge Committee, the time limits shall be as specified in Clause 16.10.4.1 of the Grievance procedure.

21 PERFORMANCE PAY COMPLAINTS

- 21.1** The following complaints may be processed through the grievance/arbitration procedure in accordance with Article 16. These are:
- (a) complaints concerning the interpretation or application of Article 22 ("Performance Appraisal Feedback and Advanced Warning of Reduced Performance Pay Standing");
 - (b) effective January 1, 1994, complaints from employees whose performance standing is below the reference point (100%) of the job and who have been held at the same level, in the same position, for two successive years commencing January 1, 1993.
 - (c) complaints from the Society on policy matters concerning the interpretation, application and administration of the Performance Pay Plan.

- 21.2** In the situation where an employee submits a grievance in accordance with Section **21.1(b)** above which ends up going to arbitration, the powers of the arbitrator will be as follows:

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

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

Step 1

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

Step 2

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

Step 3

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

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

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

22.1 Principles

- 22.1.1** Supervisors are expected to ensure all employees understand what

is expected of them, encourage ambitious goal setting, stress accountability for results, and tolerate honest mistakes but not poor performance.

- 22.1.2** The Performance Appraisal process will be conducted in an atmosphere of mutual respect and empathy to encourage a positive two-way communication session. The employee should be given adequate notice and time to prepare.
 - 22.1.3** The supervisor will endeavour to provide recognition to employees commensurate with contribution and performance. Performance expectations should be guided by the job document, work program of the unit and the employee's length of service in the job.
 - 22.1.4** The supervisor should communicate on an ongoing basis and counsel the employee toward improved performance. Also, opportunities for improvement, training, performance counselling, assistance and sufficient opportunity and time to raise performance to the level required, should be part of the building blocks for the future.
 - 22.1.5** The employee is responsible for **recognizing** that a problem exists and making a joint commitment to improve performance, or to jointly look at other alternatives, such as job skill match, etc.
- 22.2** Every employee has the right to an annual assessment with written feedback of his/her work over the preceding twelve (12) months.
- 22.3** Employee must be provided with a written record of the performance appraisal. Employees should receive written confirmation that the performance appraisal has taken place, and a statement of the employee's performance pay standing as of the next performance pay adjustment date.
- 22.4** If an employee's performance level may result in a reduction in performance pay standing, the employee will be given written notice at least six (6) months in advance of any contemplated action, setting out as precisely as possible:
- a) the unsatisfactory performance;
 - b) what is required to rectify the unsatisfactory performance;
 - c) the actions that may be taken if improvement does not occur.

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PART VII - SALARY

23 SALARY SCHEDULES

- 23.1** Salary rates shall be in accordance with Salary Schedules 01, 02, 03, 04, 05, 06, 07, 08, 19, 13, and 18 which are part of this Agreement.
- 23.2** Effective December 30, 1993, Salary Schedules will be increased by 2.0%. Salary Schedules 04, 06 and 18 will be adjusted in accordance with the agreed formulae.
- 23.3** Effective March 31, 1994, Ontario Hydro agrees to adjust Salary Schedules by any amount the 1992 and 1993 increases to CUPE 1000 wage and schedule increases (including the full effect of COLA) exceed 4.5% . Salary Schedules 04, 06 and 18 will be adjusted in accordance with the agreed formulae.

24 ESCALATOR CLAUSE

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

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24.2 In the second year of the Agreement, namely January 1, 1994 to December 31, 1994, apply the following formula:

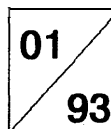
- (a) A 2.0% increase in the CPI for Ontario (All Items - 1986 = 100) over that published in December 1993 (i.e., the index for November, 1993) will activate the Escalator Clause.
- (b) For a full one percent increase in the CPI beyond the activation point, a lump sum payment representing a one percent adjustment to weekly base salaries will be made.
- (c) The weekly lump sum payments shall be cumulative and payable the first payroll period of the fiscal month following the publication of the CPI which activated the adjustment.
- (d) The provisions of the Escalator Clause will terminate as of December 31, 1994. The final payment will be based on the CPI figure published in December, 1994. This payment will reflect the total upward movement in the CPI (rounded to the nearest 0.1 percent) from the most recent activation point.

- (e) The Salary Schedules **01, 02, 03, 05, 07, 08, 09, and 13** will be adjusted December **31, 1994** by the total percentage movement of the **CPI** over the initial activation point.
- (f) Adjustments to Salary Schedules **04, 06 and 18** will be made in accordance with the agreed formulae.

**TABLE SHOWING THE ROUNDED REFERENCE POINT WEEKLY DOLLARS
FOR MANAGEMENT SALARY SCHEDULES
- EFFECTIVE DECEMBER 31, 1992**

SALARY SCHEDULE								
Salary Grade	M&P Standard (01)	FM&P (02)	System Control (03)	OSS (05)	TS (07)	TMS (08)	SEI (09)	Mgmt Function (13)
26								1,527
25								1,432
24								1,343
23								1,260
22								1,181
21								1,108
16		1,527						
15		1,432						
14		1,343						
13		1,260						
12		1,181		1,432				
11		1,108		1,343				
10		1,039		1,260				
09		975		1,181	1,219			
08				1,108	1,180			
07				1,039	1,143			
06	1,527			975	1,106			
05	1,432		1,108	914	1,062	1,343		
04	1,343		1,432	857	1,019	1,260		
03	1,260		1,343	804	978	1,181		
02	1,181		1,260	754	938	1,108	1,343	
01	1,108		1,181	707	901	1,039	1,260	

ONTARIO HYDRO



SALARY SCHEDULE 01
STANDARD SCHEDULE FOR
MANAGEMENT AND PROFESSIONAL STAFF

- DOLLARS PER WEEK
 - EFFECTIVE DECEMBER 31, 1992

PERCENTAGE OF REF PT		SALARY GRADE						
		MP1	MP2	MP3	MP4	MP5	MP6	
Max	115	1,274	1,359	1,446	1,544	1,647	1,756	
	114	1,263	1,347	1,423	1,531	1,632	1,741	
	113	1,252	1,335	1,411	1,518	1,618	1,725	
	112	1,241	1,323	1,411	1,504	1,604	1,710	
	111	1,230	1,311	1,398	1,491	1,590	1,695	
	110				1,464		1,680	
	109	1,208	1,288	1,373	1,450	1,561	1,664	
	108	1,197	1,276	1,360		1,547	1,649	
	107	1,185	1,264	1,348	1,437	1,532	1,634	
	106	1,174	1,252	1,335	1,424	1,518	1,618	
	105	1,163	1,240	1,323	1,410	1,489	1,603	
	104	1,152	1,229	1,310	1,397	1,475	1,588	
	103	1,141	1,217	1,297	1,383		1,573	
	102	1,130	1,205	1,285	1,370	1,461	1,557	
	101	1,119	1,193	1,272	1,356	1,446	1,542	
	Ref Pt	100	1,108	1,181	1,260	1,343	1,432	1,527
		99	1,097	1,170	1,247	1,330	1,403	1,512
	98	1,086	1,158	1,234	1,316	1,389	1,496	
	97	1,075	1,146	1,222	1,303		1,481	
	96						1,466	
	95	1,053	1,122	1,197	1,276	1,360	1,451	
	94	1,041	1,110	1,184	1,262	1,346	1,435	
	93	1,030	1,099	1,171	1,249	1,332	1,420	
	92	1,019	1,087	1,159	1,236	1,317	1,405	
	91	1,008	1,075	1,146	1,222	1,303	1,389	
	90	997	1,063	1,134	1,209	1,289	1,374	
	89	986	1,051	1,121	1,195	1,274	1,359	
	88	975	1,040	1,108	1,182	1,260	1,344	
	87	964	1,028	1,096	1,168	1,246	1,328	
	86	953	1,016	1,083	1,155	1,232	1,313	
	85	942	1,004	1,071	1,142	1,217	1,298	
	84	931	992	1,058	1,128	1,203	1,283	
	83	920	980	1,045	1,115	1,189	1,267	
	82	908	969	1,033	1,101	1,174	1,252	
	81	897	957	1,020	1,088	1,160	1,237	
Min	80	886	945	1,008	1,074	1,146	1,221	

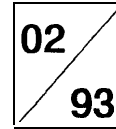
UNROUNDED REFERENCE POINTS

MP1	MP2	MP3	MP4	MP5	MP6
1107.9171	1181.3166	1259.5788	1343.0259	1432.0014	1526.8715

Note: This schedule covers a 35-hour workweek.

Compensation and Benefits Division
 Compensation Department
 December 31, 1992

ONTARIO HYDRO



SALARY SCHEDULE 02
DESIGN AND CONSTRUCTION
FIELD MANAGEMENT AND PROFESSIONAL STAFF

- DOLLARS PER WEEK
 - EFFECTIVE DECEMBER 31, 1992

SALARY GRADE

PERCENTAGE OF REF PT	FMP09	FMP10	FMP11	FMP12	FMP13	FMP14	FMP15	FMP16	
Max	115	1,121	1,195	1,274	1,359	1,449	1,544	1,647	1,756
	114	1,111	1,185	1,263	1,347	1,436	1,531	1,632	1,741
	113	1,101	1,174	1,252	1,335	1,423	1,518	1,618	1,725
	112	1,091	1,164	1,241	1,323	1,411	1,504	1,604	1,710
	111	1,082	1,153	1,230	1,311	1,398	1,491	1,590	1,695
	110	1,072	1,143	1,219	1,299	1,386	1,477	1,575	1,680
	109	1,062	1,133	1,208	1,288	1,373	1,464	1,561	1,664
	108	1,052	1,122	1,197	1,276	1,360	1,450	1,547	1,649
	107	1,043	1,112	1,185	1,264	1,348	1,437	1,532	1,634
	106	1,033	1,101	1,174	1,252	1,335	1,424	1,518	1,618
	105	1,023	1,091	1,163	1,240	1,323	1,410	1,504	1,603
	104	1,013	1,081	1,152	1,229	1,310	1,397	1,489	1,588
	103	1,004	1,070	1,141	1,217	1,297	1,383	1,475	1,573
	102	994	1,060	1,130	1,205	1,285	1,370	1,461	1,557
	101	984	1,049	1,119	1,193	1,272	1,356	1,446	1,542
Ref Pt	100	975	1,039	1,108	1,181	1,260	1,343	1,432	1,527
	99	965	1,029	1,097	1,170	1,247	1,330	1,418	1,512
	98	955	1,018	1,086	1,158	1,234	1,316	1,403	1,496
	97	945	1,008	1,075	1,146	1,222	1,303	1,389	1,481
	96	936	998	1,064	1,134	1,209	1,289	1,375	1,466
	95	926	987	1,053	1,122	1,197	1,276	1,360	1,451
	94	916	977	1,041	1,110	1,184	1,262	1,346	1,435
	93	906	966	1,030	1,099	1,171	1,249	1,332	1,420
	92	897	956	1,019	1,087	1,159	1,236	1,317	1,405
	91	887	946	1,008	1,075	1,146	1,222	1,303	1,389
	90	877	935	997	1,063	1,134	1,209	1,289	1,374
	89	867	925	986	1,051	1,121	1,195	1,274	1,359
	88	858	914	975	1,040	1,108	1,182	1,260	1,344
	87	848	904	964	1,028	1,096	1,168	1,246	1,328
	86	838	894	953	1,016	1,083	1,155	1,232	1,313
	85	828	883	942	1,004	1,071	1,142	1,217	1,298
	84	819	873	931	992	1,058	1,128	1,203	1,283
	83	809	862	920	980	1,045	1,115	1,189	1,267
	82	799	852	908	969	1,033	1,101	1,174	1,252
	81	789	842	897	957	1,020	1,088	1,160	1,237
Min	80	780	831	886	945	1,008	1,074	1,146	1,221

UNROUNDED REFERENCE POINTS

FMP09	FMP10	FMP11	2 FMP1
974.5165	1039.0782	1107.9171	1181.3166
FMP13	FMP14	FMP15	FMP16
1259.5788	1343.0259	1432.0014	1526.8715

- Note:
1. This schedule applies to Management and Professional Employees of the Design and Construction Branch who are paid from project or field Construction and Services Division payrolls.
 2. While all grades apply to Management staff, only the top six grades will be used for positions requiring Professional staff.
 3. This schedule covers a 35-hour workweek.

Compensation and Benefits Division
 Compensation Department
 December 31, 1992

ESTIMATE OF 37-1/2 HOUR RATE FOR SALARY SCHEDULE 02

- EFFECTIVE DECEMBER 31, 1992

PERCENTAGE OF FIVE PT	SALARY GRADE								
	FMP09 37-1/2	FMP10 37-1/2	FMP11 37-1/2	FMP12 37-1/2	FMP13 37-1/2	FMP14 37-1/2	FMP15 37-1/2	FMP16 37-1/2	
Max	115	1,201	1,280	1,365	1,443	1,553	1,654	1,765	1,881
	114	1,190	1,270	1,353	1,430	1,539	1,640	1,749	1,865
	113	1,180	1,258	1,341	1,418	1,525	1,626	1,734	1,848
	112	1,169	1,247	1,330	1,405	1,512	1,611	1,719	1,832
	111	1,159	1,235	1,318	1,392	1,498	1,598	1,704	1,816
	110	1,149	1,225	1,306	1,380	1,485	1,583	1,688	1,800
	109	1,138	1,214	1,294	1,368	1,471	1,569	1,673	1,783
	108	1,127	1,202	1,279	1,353	1,457	1,554	1,658	1,767
	107	1,118	1,191	1,270	1,354	1,444	1,540	1,641	1,751
	106	1,107	1,180	1,258	1,341	1,430	1,526	1,626	1,734
	105	1,096	1,169	1,246	1,329	1,418	1,511	1,611	1,718
	104	1,085	1,158	1,234	1,317	1,404	1,497	1,595	1,701
	103	1,076	1,146	1,223	1,304	1,390	1,482	1,580	1,685
	102	1,065	1,136	1,211	1,291	1,377	1,468	1,565	1,668
	101	1,054	1,124	1,199	1,278	1,363	1,453	1,549	1,652
Ref Pt	100	1,045	1,113	1,187	1,265	1,350	1,439	1,534	1,636
	99	1,034	1,103	1,175	1,254	1,336	1,425	1,519	1,620
	98	1,023	1,091	1,164	1,241	1,322	1,410	1,503	1,603
	97	1,013	1,080	1,152	1,228	1,309	1,396	1,488	1,587
	96	1,003	1,069	1,140	1,215	1,295	1,381	1,473	1,571
	95	992	1,058	1,128	1,202	1,283	1,367	1,457	1,555
	94	981	1,047	1,115	1,189	1,269	1,352	1,442	1,538
	93	971	1,035	1,104	1,178	1,255	1,338	1,427	1,521
	92	961	1,024	1,092	1,165	1,242	1,324	1,411	1,505
	91	950	1,014	1,080	1,152	1,228	1,309	1,396	1,488
	90	940	1,002	1,068	1,139	1,215	1,295	1,381	1,472
	89	929	991	1,056	1,126	1,201	1,280	1,365	1,456
	88	919	979	1,045	1,114	1,187	1,266	1,350	1,440
	87	909	969	1,033	1,101	1,174	1,251	1,335	1,423
	86	898	958	1,021	1,089	1,160	1,238	1,320	1,407
	85	887	946	1,009	1,076	1,148	1,224	1,304	1,391
	84	878	935	998	1,063	1,134	1,209	1,289	1,375
	83	867	924	986	1,050	1,120	1,195	1,274	1,358
	82	856	913	973	1,038	1,107	1,180	1,258	1,341
	81	845	902	961	1,025	1,093	1,166	1,243	1,325
Min	80	836	890	949	1,013	1,080	1,151	1,228	1,308

APPROXIMATION ONLY

NOT FOR PAY PURPOSES

Compensation and Benefits Division
 Compensation Department
 December 31, 1992

ESTIMATE OF 40 HOUR RATE FOR SALARY SCHEDULE 02
 - EFFECTIVE DECEMBER 31, 1992

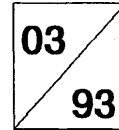
PERCENTAGE OF REF PT	SALARY GRADE								
	FMP00 40	FMP10 40	FMP11 40	FMP12 40	FMP13 40	FMP14 40	FMP15 40/40	FMP16 40	
Max	115	1,281	1,366	1,456	1,553	1,656	1,765	1,882	2,007
	114	1,270	1,354	1,443	1,541	1,641	1,750	1,865	1,990
	112	1,247	1,330	1,418	1,512	1,613	1,719	1,833	1,954
	111	1,237	1,318	1,406	1,485	1,598	1,704	1,817	1,937
	110	1,225	1,306	1,393	1,472	1,584	1,688	1,800	1,920
	109	1,214	1,295	1,381	1,469	1,569	1,673	1,784	1,902
	108	1,202	1,282	1,368	1,445	1,554	1,657	1,768	1,885
	107	1,192	1,271	1,354	1,431	1,541	1,642	1,751	1,867
	106	1,181	1,258	1,342	1,426	1,526	1,627	1,735	1,849
	105	1,169	1,247	1,329	1,417	1,512	1,611	1,719	1,832
	104	1,158	1,235	1,317	1,405	1,497	1,597	1,702	1,815
	103	1,147	1,223	1,304	1,391	1,482	1,581	1,686	1,798
	102	1,136	1,211	1,291	1,377	1,469	1,566	1,670	1,779
	101	1,125	1,199	1,279	1,363	1,454	1,550	1,653	1,762
Ref Pt	100	1,114	1,187	1,266	1,350	1,440	1,535	1,637	1,745
	99	1,103	1,176	1,254	1,337	1,425	1,520	1,621	1,728
	98	1,091	1,163	1,241	1,323	1,410	1,504	1,603	1,710
	97	1,080	1,152	1,229	1,310	1,397	1,489	1,587	1,693
	96	1,070	1,141	1,216	1,296	1,382	1,473	1,571	1,675
	95	1,058	1,128	1,203	1,282	1,368	1,458	1,554	1,658
	94	1,047	1,117	1,190	1,269	1,353	1,442	1,538	1,640
	93								
	92	1,025	1,093	1,165	1,242	1,325	1,413	1,505	1,606
	91	1,014	1,081	1,152	1,229	1,310	1,397	1,489	1,587
	90	1,002	1,069	1,139	1,215	1,296	1,382	1,473	1,570
	89	991	1,057	1,127	1,201	1,281	1,366	1,440	1,553
	88	981	1,045	1,114	1,189	1,266	1,351	1,424	1,536
	87								
	86	969	1,033	1,089	1,175	1,253	1,320	1,408	1,503
	85	946	1,009	1,077	1,147	1,224	1,305	1,391	1,483
	84								1,466
	83	936	985	1,051	1,120	1,194	1,274	1,375	1,448
	82	913	974	1,038	1,107	1,181	1,258	1,342	1,431
	81	902	962	1,025	1,094	1,166	1,243	1,326	1,414
Min	80	891	950	1,013	1,080	1,152	1,227	1,310	1,395

APPROXIMATION ONLY
 NOT FOR PAY PURPOSES

Compensation and Benefits Division
 Compensation Department
 December 31, 1992

ONTARIO HYDRO

SALARY SCHEDULE 03



SYSTEM CONTROL

- DOLLARS PER WEEK
- EFFECTIVE DECEMBER 31, 1992

SALARY GRADE

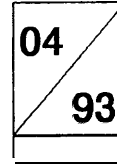
PERCENTAGE OF REF PT	SCT (9) (Grade 05)	SC01	SC02	SC03	SC04	
Max	115	1,274	1,359	1,449	1,544	1,647
	114	1,263	1,347	1,436	1,531	1,632
	113	1,252	1,335	1,423	1,518	1,618
	112	1,241	1,323	1,411	1,504	1,604
	111	1,230	1,311	1,398	1,491	1,590
	110	1,219	1,299	1,386	1,477	1,575
	109	1,208	1,288	1,373	1,464	1,561
	108	1,197	1,276	1,360	1,450	1,547
	107	1,185	1,264	1,348	1,437	1,532
	106	1,174	1,252	1,335	1,424	1,518
	105	1,163	1,240	1,323	1,410	1,504
	104	1,152	1,229	1,310	1,397	1,489
	103	1,141	1,217	1,297	1,383	1,475
	102	1,130	1,205	1,285	1,370	1,461
	101	1,119	1,193	1,272	1,356	1,446
Ref Pt	100	1,108	1,181	1,260	1,343	1,432
	99	1,097	1,170	1,247	1,330	1,418
	98	1,086	1,158	1,234	1,316	1,403
	97	1,075	1,146	1,222	1,303	1,389
	96	1,064	1,134	1,209	1,289	1,375
	95	1,053	1,122	1,197	1,276	1,360
	94	1,041	1,110	1,184	1,262	1,346
	93	1,030	1,099	1,171	1,249	1,332
	92	1,019	1,087	1,159	1,236	1,317
	91	1,008	1,075	1,146	1,222	1,303
	90	997	1,063	1,134	1,209	1,289
	89	986	1,051	1,121	1,195	1,274
	88	975	1,040	1,109	1,182	1,260
	87	964	1,028	1,096	1,168	1,246
	86	953	1,016	1,083	1,155	1,232
	85	942	1,004	1,071	1,142	1,217
	84	931	992	1,058	1,128	1,203
	83	920	980	1,045	1,115	1,189
	82	908	969	1,033	1,101	1,174
	81	897	957	1,020	1,088	1,160
Min	80	886	945	1,008	1,074	1,146

UNROUNDED REFERENCE POINTS

SCT (9) (Grade 05)	SC01	SC02	SC03	SC04
1107.9171	1181.3166	1259.5788	1343.0259	1432.0014

- Note: 1. This schedule covers a 35-hour basic workweek.
2. Staff working at the Clarkson System Control Centre have a 40 hour normal workweek.
3. SystemControl Training Position.

Compensation and Benefits Division
Compensation Department
December 31, 1992



ONTARIO HYDRO
SALARY SCHEDULE 04
 MANAGEMENT AND PROFESSIONAL
DEVELOPMENT SCHEDULE

= Dollars per Week
 - Effective December 31, 1992

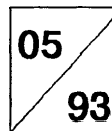
GRADE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6
01	599.00	668.00	737.00	807.00	876.00	945.00

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

Compensation & Benefits Division
 Compensation Department
 December 31, 1992

ONTARIO HYDRO

SALARY SCHEDULE 05



OFFICE SUPERVISORY AND SERVICES

- DOLLARS PER WEEK
- EFFECTIVE DECEMBER 31, 1992

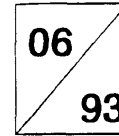
		SALARY GRADE											
PERCENTAGE OF REF PT	OSS 01	OSS 02	OSS 03	OSS 04	OSS 05	OSS 06	OSS 07	OSS 08	OSS 09	OSS 10	OSS 11	OSS 12	
Max	115	813	867	925	986	1,051	1,121	1,195	1,274	1,359	1,449	1,544	1,647
	114	806	860	916	977	1,042	1,111	1,185	1,263	1,347	1,436	1,531	1,632
	113	799	852	908	969	1,033	1,101	1,174	1,252	1,335	1,423	1,518	1,618
	112	792	844	900	960	1,024	1,091	1,164	1,241	1,323	1,411	1,504	1,604
	111	785	837	892	951	1,015	1,082	1,153	1,230	1,311	1,398	1,491	1,590
	110	778	829	884	943	1,005	1,072	1,143	1,219	1,299	1,386	1,477	1,575
	109	771	822	876	934	996	1,062	1,133	1,208	1,288	1,373	1,464	1,561
	108	764	814	868	926	987	1,052	1,122	1,197	1,276	1,360	1,450	1,547
	107	757	807	860	917	978	1,043	1,112	1,185	1,264	1,348	1,437	1,532
	106	750	799	852	909	969	1,033	1,101	1,174	1,252	1,335	1,424	1,516
	105	742	792	844	900	960	1,023	1,091	1,163	1,240	1,323	1,410	1,504
	104	735	784	836	891	951	1,013	1,081	1,152	1,229	1,310	1,397	1,489
	103	728	777	828	883	941	1,004	1,070	1,141	1,217	1,297	1,383	1,475
	102	721	769	820	874	932	994	1,060	1,130	1,205	1,285	1,370	1,461
	101	714	762	812	866	923	984	1,049	1,119	1,193	1,272	1,356	1,446
Ref Pt	100	707	754	804	857	914	975	1,039	1,108	1,181	1,260	1,343	1,432
	99	700	746	796	849	905	965	1,029	1,097	1,170	1,247	1,330	1,418
	98	693	739	788	840	896	955	1,018	1,086	1,158	1,234	1,316	1,403
	97	686	731	780	831	887	945	1,008	1,075	1,146	1,222	1,303	1,389
	96	679	724	772	823	877	936	998	1,064	1,134	1,209	1,289	1,375
	95	672	716	764	814	868	926	987	1,053	1,122	1,197	1,276	1,360
	94	665	709	756	806	859	916	977	1,041	1,110	1,184	1,262	1,346
	93	658	701	748	797	850	906	966	1,030	1,099	1,171	1,249	1,332
	92	651	694	740	789	841	897	956	1,019	1,087	1,159	1,236	1,317
	91	643	686	732	780	832	887	946	1,008	1,075	1,146	1,222	1,303
	90	636	679	724	771	823	877	935	997	1,063	1,134	1,209	1,289
	89	629	671	715	763	813	867	925	986	1,051	1,121	1,195	1,274
	88	622	663	707	754	804	858	914	975	1,040	1,108	1,182	1,260
	87	615	656	699	746	795	848	904	964	1,028	1,096	1,168	1,246
	86	608	648	691	737	786	838	894	953	1,016	1,083	1,155	1,232
	85	601	641	683	729	777	828	883	942	1,004	1,071	1,142	1,217
	84	594	633	675	720	768	809	873	931	992	1,058	1,128	1,203
	83	587	626	667	711	759	799	862	920	980	1,045	1,115	1,189
	82	580	618	659	703	749	789	852	908	969	1,033	1,101	1,174
	81	573	611	651	694	740	789	842	897	957	1,020	1,088	1,160
Min	80	566	603	643	686	731	780	831	886	945	1,008	1,074	1,146

UNROUNDED REFERENCE POINTS

OSS 01	OSS 02	OSS 03	OSS 04	OSS 05	OSS 06
707.1213	753.9681	803.9185	857.1781	913.9662	974.5165
OSS 07	OSS 08	OSS 09	OSS 10	OSS 11	OSS 12
1039.0782	1107.9171	1181.3166	1259.5788	1343.0259	1432.0014

Note: This schedule is applicable to positions established as having -
(a) a 35 hour basic work week.
(b) a 37 1/2 hour workweek.
(c) a 40 hour workweek.

Compensation and Benefits Division
Compensation Department
December 31, 1992



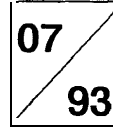
ONTARIO HYDRO
RESTRICTED DISTRIBUTION
SALARY SCHEDULE 06
HELICOPTER OPERATIONS
 - DOLLARS PER WEEK

<u>SALARY</u> <u>GRADE</u>	<u>TITLE</u>	<u>RATE</u>
01	Helicopter Supervisor - Operations	1,701.56

Note: This schedule covers a 35-hour week.

Compensation Department
 Compensation & Benefits Division
 Effective: December 31, 1992
 Revised:

ONTARIO HYDRO

SALARY SCHEDULE 07TRADES SUPERVISORS

- DOLLARS PER WEEK
- EFFECTIVE DECEMBER 31, 1992

<u>PERCENTAGE OF REF PT</u>		<u>SALARY GRADE</u>								
		<u>TS1</u>	<u>TS2</u>	<u>TS3</u>	<u>TS4</u>	<u>TS5</u>	<u>TS6</u>	<u>TS7</u>	<u>TS8</u>	<u>TS9</u>
Max	115	1,036	1,079	1,124	1,172	1,221	1,272	1,314	1,357	1,402
	114	1,027	1,070	1,115	1,161	1,210	1,261	1,303	1,346	1,390
	113	1,018	1,060	1,105	1,151	1,200	1,250	1,291	1,334	1,378
	112	1,009	1,051	1,095	1,141	1,189	1,239	1,280	1,322	1,366
	111	1,000	1,042	1,085	1,131	1,178	1,228	1,268	1,310	1,353
	110	991	1,032	1,076	1,121	1,168	1,217	1,257	1,298	1,341
	109	982	1,023	1,066	1,110	1,157	1,206	1,246	1,287	1,329
	108	973	1,013	1,056	1,100	1,147	1,195	1,234	1,275	1,317
	107	964	1,004	1,046	1,090	1,136	1,184	1,223	1,263	1,305
	106	955	995	1,036	1,080	1,125	1,173	1,211	1,251	1,293
	105	946	985	1,027	1,070	1,115	1,161	1,200	1,239	1,280
	104	937	976	1,017	1,060	1,104	1,150	1,188	1,228	1,268
	103	928	966	1,007	1,049	1,093	1,139	1,177	1,216	1,256
	102	919	957	997	1,039	1,083	1,128	1,166	1,204	1,244
	101	910	948	988	1,029	1,072	1,117	1,154	1,192	1,232
Ref Pt	100	901	938	978	1,019	1,062	1,106	1,143	1,180	1,219
	99	891	929	968	1,009	1,051	1,095	1,131	1,169	1,207
	98	882	920	958	998	1,040	1,084	1,120	1,157	1,195
	97	873	910	948	988	1,030	1,073	1,108	1,145	1,183
	96	864	901	939	978	1,019	1,062	1,097	1,133	1,171
	95	855	891	929	968	1,009	1,051	1,086	1,121	1,158
	94	846	882	919	958	998	1,040	1,074	1,110	1,146
	93	837	873	909	947	987	1,029	1,063	1,098	1,134
	92	828	863	900	937	977	1,018	1,051	1,086	1,122
	91	819	854	890	927	966	1,007	1,040	1,074	1,110
	90	810	844	880	917	955	996	1,028	1,062	1,097
	89	801	835	870	907	945	984	1,017	1,051	1,085
	88	792	826	860	897	934	973	1,006	1,039	1,073
	87	783	816	851	886	924	962	994	1,027	1,061
	86	774	807	841	876	913	951	983	1,015	1,049
	85	765	798	831	866	902	940	971	1,003	1,036
	84	756	788	821	856	892	929	960	992	1,024
	83	747	779	812	846	881	918	948	980	1,012
	82	738	769	802	835	871	907	937	968	1,000
	81	729	760	792	825	860	896	926	956	988
Min	80	720	751	782	815	849	885	914	944	975

UNROUNDED REFERENCE POINTS

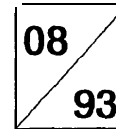
<u>TS1</u>	<u>TS2</u>	<u>TS3</u>	<u>TS4</u>	<u>TS5</u>
900.5037	938.3249	977.7345	1018.7993	1061.5889
<u>TS6</u>	<u>TS7</u>	<u>TS8</u>	<u>TS9</u>	
1106.1756	1142.6794	1180.3878	1219.3406	

Note: This schedule covers a 40 hour workweek.

Compensation and Benefits Division
Compensation Department
December 31, 1992

ONTARIO HYDRO

SALARY SCHEDULE 08



TRADES MANAGEMENT SUPERVISORS

- DOLLARS PER WEEK
- EFFECTIVE DECEMBER 31, 1992

SALARY GRADE

PERCENTAGE OF REF PT	TMS01	TMS02	TMS03	TMS04	TMS05	
Max	115	1,195	1,274	1,359	1,449	1,544
	114	1,185	1,263	1,347	1,436	1,531
	113	1,174	1,252	1,335	1,423	1,518
	112	1,164	1,241	1,323	1,411	1,504
	111	1,153	1,230	1,311	1,398	1,491
	110	1,143	1,219	1,299	1,386	1,477
	109	1,133	1,208	1,288	1,373	1,464
	108	1,122	1,197	1,276	1,360	1,450
	107	1,112	1,185	1,264	1,348	1,437
	106	1,101	1,174	1,252	1,335	1,424
	105	1,091	1,163	1,240	1,323	1,410
	104	1,081	1,152	1,229	1,310	1,397
	103	1,070	1,141	1,217	1,297	1,383
	102	1,060	1,130	1,205	1,285	1,370
	101	1,049	1,119	1,193	1,272	1,356
Ref Pt	100	1,039	1,108	1,181	1,260	1,343
	99	1,029	1,097	1,170	1,247	1,330
	98	1,018	1,086	1,158	1,234	1,316
	97	1,008	1,075	1,146	1,222	1,303
	96	998	1,064	1,134	1,209	1,289
	95	987	1,053	1,122	1,197	1,276
	94	977	1,041	1,110	1,184	1,262
	93	966	1,030	1,099	1,171	1,249
	92	956	1,019	1,087	1,159	1,236
	91	946	1,008	1,075	1,146	1,222
	90	935	997	1,063	1,134	1,209
	89	925	986	1,051	1,121	1,195
	88	914	975	1,040	1,108	1,182
	87	904	964	1,028	1,096	1,168
	86	894	953	1,016	1,083	1,155
	85	883	942	1,004	1,071	1,142
	84	873	931	992	1,058	1,128
	83	862	920	980	1,045	1,115
	82	852	908	969	1,033	1,101
	81	842	897	957	1,020	1,088
Min	80	831	886	945	1,008	1,074

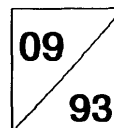
UNROUNDED REFERENCE POINTS

TMS	TMS 02	TMS 03	TMS 04	TMS 05
1039.0782	1107.9171	1181.3166	1259.5788	1343.0259

Note: This schedule covers a 40 hour workweek.

Compensation and Benefits Division
Compensation Department
December 31, 1992

ONTARIO HYDRO

SALARY SCHEDULE 09SUPERVISING ELECTRICAL INSPECTORS

- DOLLARS PER WEEK
- EFFECTIVE DECEMBER 31, 1992

SALARY GRADE

<u>PERCENTAGE OF REF PT</u>	<u>SEI01</u>	<u>SEI02</u>
Max 115	1,449	1,544
114	1,436	1,531
113	1,423	1,518
112	1,411	1,504
111	1,398	1,491
110	1,386	1,477
109	1,373	1,464
108	1,360	1,450
107	1,348	1,437
106	1,335	1,424
105	1,323	1,410
104	1,310	1,397
103	1,297	1,383
102	1,285	1,370
101	1,272	1,356
Ref Pt 100	1,260	1,343
99	1,247	1,330
98		
97	1,234	1,222 1,316 1,303
96		
95	1,209	1,197 1,289 1,276
94	1,184	1,262
93	1,171	1,249
92	1,159	1,236
91	1,146	1,222
90		
89	1,134	1,121 1,209 1,195
88	1,108	1,182
87	1,096	1,168
86	1,083	1,155
85		
84	1,071	1,058 1,142 1,128
83	1,045	1,115
82	1,033	1,101
81	1,020	1,088
Min 80	1,008	1,074

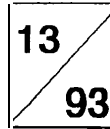
UNROUNDED REFERENCE POINTS

SEI	01	SEI	02
1259.5788		1343.0259	

Note: This schedule covers a 40 hour workweek.

Compensation and Benefits Division
Compensation Department
December 31, 1992

ONTARIO HYDRO

SALARY SCHEDULE 13STANDARD SCHEDULE FOR
NURSES- DOLLARS PER WEEK
- EFFECTIVE DECEMBER 31, 1992

		SALARY GRADE					
PERCENTAGE OF REF PT		MF 21	MF 22	MF 23	MF 24	MF 25	MF 26
Max	115	1,274	1,359	1,449	1,544	1,647	1,756
	114	1,263	1,347	1,436	1,531	1,632	1,741
	113	1,252	1,335	1,423	1,518	1,618	1,725
	112	1,241	1,323	1,411	1,504	1,604	1,710
	111	1,230	1,311	1,398	1,491	1,590	1,695
	110	1,219	1,299	1,386	1,477	1,575	1,680
	109	1,208	1,288	1,373	1,464	1,561	1,664
	108	1,197	1,276	1,360	1,450	1,547	1,649
	107	1,185	1,264	1,348	1,437	1,532	1,634
	106	1,174	1,252	1,335	1,424	1,518	1,618
	105	1,163	1,240	1,323	1,410	1,504	1,603
	104	1,152	1,229	1,310	1,397	1,489	1,588
	103	1,141	1,217	1,297	1,383	1,475	1,573
	102	1,130	1,205	1,285	1,370	1,461	1,557
	101	1,119	1,193	1,272	1,356	1,446	1,542
Ref Pt	100	1,108	1,181	1,260	1,343	1,432	1,527
	99	1,097	1,170	1,247	1,330	1,418	1,512
	98	1,086	1,158	1,234	1,316	1,403	1,496
	97	1,075	1,146	1,222	1,303	1,389	1,481
	96	1,064	1,134	1,209	1,289	1,375	1,466
	95	1,053	1,122	1,197	1,276	1,360	1,451
	94	1,041	1,110	1,184	1,262	1,346	1,435
	93	1,030	1,099	1,171	1,249	1,332	1,420
	92	1,019	1,087	1,159	1,236	1,317	1,405
	91	1,008	1,075	1,146	1,222	1,303	1,389
	90	997	1,063	1,134	1,209	1,289	1,374
	89	986	1,051	1,121	1,195	1,274	1,359
	88	975	1,040	1,108	1,182	1,260	1,344
	87	964	1,028	1,096	1,168	1,246	1,328
	86	953	1,016	1,083	1,155	1,232	1,313
	85	942	1,004	1,071	1,142	1,217	1,296
	84	931	992	1,058	1,128	1,203	1,283
	83	920	980	1,045	1,115	1,189	1,267
	82	908	969	1,033	1,101	1,174	1,252
	81	897	957	1,020	1,088	1,160	1,237
Min	80	886	945	1,008	1,074	1,146	1,221

UNROUNDED REFERENCE POINTS

MF 21	MF 22	MF 23	MF 24	MF 25	MF 26
1107.9171	1181.3166	1259.5788	1343.0259	1432.0014	1526.8715

Note: This schedule covers a 35-hour workweek.

Compensation and Benefits Division
Compensation Department
December 31, 1992

ONTARIO HYDRO

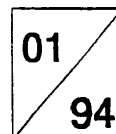
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TABLE SHOWING THE ROUNDED REFERENCE POINT WEEKLY DOLLARS
FOR MANAGEMENT SALARY SCHEDULES
- EFFECTIVE DECEMBER 30, 1993

SALARY SCHEDULE								
Salary Grade	M&P Standard (01)	FM&P (02)	System Control (03)	OSS (05)	TS (07)	TMS (08)	SEI (09)	Mgmt. function (13)
26								1,557
25								1,461
24								1,370
23								1,285
22								1,205
21								1,130
16		1,557						
15		1,461						
14		1,370						
13		1,285						
12		1,205		1,461				
11		1,130		1,370				
10		1,060		1,285				
09		994		1,205	1,244			
08				1,130	1,204			
07				1,060	1,164			
06	1,557			994	1,124			
05	1,461		1,130	932	1,084	1,370		
04	1,370		1,461	872	1,034	1,285		
03	1,285		1,370	820	994	1,205		
02	1,205		1,285	760	954	1,130	1,370	
	1,130		1,205	720	914	1,060	1,285	

Corporate Compensation and
Benefits Division
December 30, 1993

ONTARIO HYDRO



SALARY SCHEDULE 01
STANDARD SCHEDULE FOR
MANAGEMENT AND PROFESSIONAL STAFF

- DOLLARS PER WEEK
 - EFFECTIVE DECEMBER 30, 1993

SALARY GRADE

PERCENTAGE OF REF PT		MP1	MP2	MP3	MP4	MP5	MP6	
Max	115	1,300	1,386	1,477	1,575	1,680	1,791	
	114	1,288	1,374	1,465	1,562	1,665	1,775	
	113	1,277	1,362	1,452	1,548	1,651	1,760	
	112	1,266	1,350	1,439	1,534	1,636	1,744	
	111	1,254	1,337	1,426	1,521	1,621	1,729	
	110	1,243	1,325	1,413	1,507	1,607	1,713	
	109	1,232	1,313	1,400	1,493	1,592	1,698	
	108	1,220	1,301	1,388	1,479	1,577	1,682	
	107	1,209	1,289	1,375	1,466	1,563	1,666	
	106	1,198	1,277	1,362	1,452	1,548	1,651	
	105	1,187	1,265	1,349	1,438	1,534	1,635	
	104	1,175	1,253	1,336	1,425	1,519	1,620	
	103	1,164	1,241	1,323	1,411	1,504	1,604	
	102	1,153	1,229	1,310	1,397	1,490	1,589	
	101	1,141	1,217	1,298	1,384	1,475	1,573	
	Ref Pt	100	1,130	1,205	1,285	1,370	1,461	1,557
		99	1,119	1,193	1,272	1,356	1,446	1,542
98		1,107	1,181	1,259	1,342	1,431	1,526	
97		1,096	1,169	1,246	1,329	1,417	1,511	
96		1,085	1,157	1,233	1,315	1,402	1,495	
95		1,074	1,145	1,221	1,301	1,388	1,480	
94		1,062	1,133	1,208	1,288	1,373	1,464	
93		1,051	1,121	1,195	1,274	1,358	1,448	
92		1,040	1,109	1,182	1,260	1,344	1,433	
91		1,028	1,096	1,169	1,247	1,329	1,417	
90		1,017	1,084	1,156	1,233	1,315	1,402	
89		1,006	1,072	1,143	1,219	1,300	1,386	
88		994	1,060	1,131	1,206	1,285	1,371	
87		983	1,048	1,118	1,192	1,271	1,355	
86		972	1,036	1,105	1,178	1,256	1,339	
85		961	1,024	1,092	1,164	1,242	1,324	
84		949	1,012	1,079	1,151	1,227	1,308	
83	938	1,000	1,066	1,137	1,212	1,293		
82	927	988	1,054	1,123	1,198	1,277		
81	915	976	1,041	1,110	1,183	1,262		
Min	80	904	964	1,028	1,096	1,169	1,246	

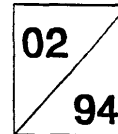
UNROUNDED REFERENCE POINTS

MP1	MP2	MP3	MP4	MP5	MP6
1130.0754	1204.9429	1284.7704	1369.8864	1460.6414	1557.4089

Note: This schedule covers a 35-hour workweek.

Corporate Compensation and
 Benefits Division
 December 30, 1993

ONTARIO HYDRO

SALARY SCHEDULE 02CONSTRUCTION
FIELD MANAGEMENT AND PROFESSIONAL STAFF- DOLLARS PER WEEK
- EFFECTIVE DECEMBER 30, 1993SALARY GRADE

PERCENTAGE OF REF. PT		FMP09	FMP10	FMP11	FMP12	FMP13	FMP14	FMP15	FMP16
Max	115	1,143	1,219	1,300	1,386	1,477	1,575	1,680	1,791
	114	1,133	1,208	1,288	1,374	1,465	1,562	1,665	1,775
	113	1,123	1,198	1,277	1,362	1,452	1,548	1,651	1,760
	112	1,113	1,187	1,266	1,350	1,439	1,534	1,636	1,744
	111	1,103	1,178	1,254	1,337	1,426	1,521	1,621	1,729
	110	1,093	1,166	1,243	1,325	1,413	1,507	1,607	1,713
	109	1,083	1,155	1,232	1,313	1,400	1,493	1,592	1,698
	108	1,074	1,145	1,220	1,301	1,388	1,479	1,577	1,682
	107	1,064	1,134	1,209	1,289	1,375	1,466	1,563	1,666
	106	1,054	1,123	1,198	1,277	1,362	1,452	1,548	1,651
	105	1,044	1,113	1,187	1,265	1,349	1,438	1,534	1,635
	104	1,034	1,102	1,175	1,253	1,336	1,425	1,519	1,620
	103	1,024	1,092	1,164	1,241	1,323	1,411	1,504	1,604
	102	1,014	1,081	1,153	1,229	1,310	1,397	1,490	1,589
	101	1,004	1,070	1,141	1,217	1,298	1,384	1,475	1,573
Ref Pt	100	994	1,060	1,130	1,205	1,285	1,370	1,461	1,557
	99	984	1,049	1,119	1,193	1,272	1,356	1,446	1,542
	98	974	1,039	1,107	1,181	1,259	1,342	1,431	1,526
	97	964	1,028	1,096	1,169	1,246	1,329	1,417	1,511
	96	954	1,017	1,085	1,157	1,233	1,315	1,402	1,495
	95	944	1,007	1,074	1,145	1,221	1,301	1,388	1,480
	94	934	996	1,062	1,133	1,208	1,288	1,373	1,464
	93	924	986	1,051	1,121	1,195	1,274	1,358	1,448
	92	914	975	1,040	1,109	1,182	1,260	1,344	1,433
	91	905	964	1,028	1,096	1,169	1,247	1,329	1,417
	90	895	954	1,017	1,084	1,156	1,233	1,315	1,402
	89	885	943	1,006	1,072	1,143	1,219	1,300	1,386
	88	875	933	994	1,060	1,131	1,206	1,285	1,371
	87	865	922	983	1,048	1,118	1,192	1,271	1,355
	86	855	911	972	1,036	1,105	1,178	1,256	1,339
	85	845	901	961	1,024	1,092	1,164	1,242	1,324
	84	835	890	949	1,012	1,079	1,151	1,227	1,308
	83	825	880	938	1,000	1,066	1,137	1,212	1,293
	82	815	869	927	988	1,054	1,123	1,198	1,277
	81	805	858	915	976	1,041	1,110	1,183	1,262
Min	80	795	848	904	964	1,028	1,096	1,169	1,246

UNROUNDED REFERENCE POINTS

<u>FMP09</u>	<u>FMP10</u>	<u>FMP11</u>	<u>FMP12</u>
994.0068	1059.8597	1130.0754	1204.9429
<u>FMP13</u>	<u>FMP14</u>	<u>FMP15</u>	<u>FMP16</u>
1284.7704	1369.8864	1460.6414	1557.4089

- Note:
- This schedule applies to Management and Professional Employees of the Design and Construction Branch who are paid from project or field Construction and Services Division payrolls.
 - While all grades apply to Management staff, only the top six grades will be used for positions requiring Professional staff.
 - This schedule covers a 35-hour workweek.
- Corporate Compensation and
Benefits Division
December 30, 1993

ESTIMATE OF 37- 1/2 HOUR RATE FOR SALARY SCHEDULE 02

- EFFECTIVE DECEMBER 30, 1993

PERCENTAGE OF REF PT	SALARY GRADE								
	FMP09 37-1/2	FMP10 37-1/2	FMP11 37-1/2	FMP12 37-1/2	FMP13 37-1/2	FMP14 37-1/2	FMP15 37-1/2	FMP16 37-1/2	
Max	115	1,225	1,306	1,393	1,485	1,583	1,688	1,800	1,919
	114	1,214	1,294	1,380	1,472	1,570	1,674	1,784	1,902
	113	1,203	1,284	1,368	1,459	1,556	1,659	1,769	1,886
	112	1,193	1,272	1,356	1,446	1,542	1,644	1,753	1,869
	111	1,182	1,260	1,344	1,433	1,528	1,630	1,737	1,853
	110	1,171	1,249	1,332	1,420	1,514	1,615	1,722	1,835
	109	1,160	1,238	1,320	1,407	1,500	1,600	1,706	1,819
	108	1,151	1,227	1,307	1,394	1,487	1,585	1,690	1,802
	107	1,140	1,215	1,295	1,381	1,473	1,571	1,675	1,785
	106	1,129	1,203	1,284	1,368	1,459	1,556	1,659	1,769
	105	1,119	1,193	1,272	1,355	1,445	1,541	1,644	1,752
	104	1,108	1,181	1,259	1,343	1,431	1,527	1,628	1,736
	103	1,097	1,170	1,247	1,330	1,418	1,512	1,611	1,719
	102	1,086	1,158	1,235	1,317	1,404	1,497	1,596	1,703
	101	1,076	1,146	1,223	1,304	1,391	1,483	1,580	1,685
Ref Pt	100	1,065	1,136	1,211	1,291	1,377	1,468	1,565	1,668
	99	1,054	1,124	1,199	1,278	1,363	1,453	1,549	1,652
	98	1,044	1,113	1,186	1,265	1,349	1,438	1,533	1,635
	97	1,033	1,101	1,174	1,253	1,335	1,424	1,518	1,619
	96	1,022	1,090	1,163	1,240	1,321	1,409	1,502	1,602
	95	1,011	1,079	1,151	1,227	1,308	1,394	1,487	1,586
	94	1,001	1,067	1,138	1,214	1,294	1,380	1,471	1,569
	93	990	1,056	1,126	1,201	1,280	1,365	1,455	1,551
	92	979	1,045	1,114	1,188	1,266	1,350	1,440	1,535
	91	970	1,033	1,101	1,174	1,253	1,336	1,424	1,518
	90	959	1,022	1,090	1,161	1,239	1,321	1,409	1,502
	89	948	1,010	1,078	1,149	1,225	1,306	1,393	1,485
	88	938	1,000	1,065	1,136	1,212	1,292	1,377	1,469
	87	927	988	1,053	1,123	1,198	1,277	1,362	1,452
	86	916	976	1,041	1,110	1,184	1,262	1,346	1,435
	85	905	965	1,030	1,097	1,170	1,247	1,331	1,419
	84	895	954	1,017	1,084	1,156	1,233	1,315	1,401
	83	884	943	1,005	1,071	1,142	1,218	1,299	1,385
	82	873	931	993	1,059	1,129	1,203	1,284	1,368
	81	863	919	980	1,046	1,115	1,189	1,268	1,352
Min	80	852	909	969	1,033	1,101	1,174	1,253	1,335

APPROXIMATION ONLY
NOT FOR PAY PURPOSES

Corporate Compensation and
Benefits Division
December 30, 1993

ESTIMATE OF 40 HOUR RATE FOR SALARY SCHEDULE 02
- EFFECTIVE DECEMBER 30, 1993

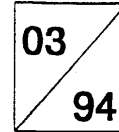
PERCENTAGE OF REF PT	SALARY GRADE								
	FMP09 40	FMP10 40	FMP11 40	FMP12 40	FMP13 40	FMP14 40	FMP15 40	FMP16 40	
Max	115	1,306	1,393	1,486	1,584	1,688	1,800	1,920	2,047
	114	1,295	1,381	1,472	1,570	1,674	1,785	1,903	2,029
	113	1,283	1,369	1,459	1,557	1,659	1,769	1,887	2,011
	112	1,272	1,357	1,447	1,543	1,645	1,753	1,870	1,993
	111	1,261	1,344	1,433	1,528	1,630	1,738	1,853	1,976
	110	1,249	1,333	1,421	1,514	1,615	1,722	1,837	1,958
	109	1,238	1,320	1,408	1,501	1,600	1,708	1,819	1,941
	108	1,227	1,309	1,394	1,487	1,586	1,690	1,802	1,922
	107	1,216	1,296	1,382	1,473	1,571	1,675	1,786	1,904
	106	1,205	1,283	1,369	1,459	1,557	1,659	1,769	1,887
	105	1,193	1,272	1,357	1,446	1,542	1,643	1,753	1,869
	104	1,182	1,259	1,343	1,432	1,527	1,629	1,736	1,851
	103	1,170	1,248	1,330	1,418	1,512	1,613	1,719	1,833
	102	1,159	1,235	1,318	1,405	1,497	1,597	1,703	1,816
	101	1,147	1,223	1,304	1,391	1,483	1,582	1,686	1,798
Ref Pt	100	1,136	1,211	1,291	1,377	1,469	1,566	1,670	1,779
	99	1,125	1,199	1,279	1,363	1,454	1,550	1,653	1,762
	98	1,113	1,187	1,265	1,350	1,439	1,534	1,635	1,744
	97	1,102	1,175	1,253	1,336	1,424	1,519	1,619	1,727
	96	1,090	1,162	1,240	1,322	1,409	1,503	1,602	1,709
	95	1,079	1,151	1,227	1,309	1,395	1,487	1,586	1,691
	94	1,067	1,138	1,214	1,295	1,381	1,472	1,569	1,673
	93	1,056	1,127	1,201	1,281	1,366	1,456	1,552	1,655
	92	1,045	1,114	1,189	1,267	1,351	1,440	1,536	1,638
	91	1,034	1,102	1,175	1,253	1,336	1,425	1,519	1,619
	90	1,023	1,090	1,162	1,239	1,321	1,409	1,503	1,602
	89	1,011	1,078	1,150	1,225	1,306	1,393	1,486	1,584
	88	1,000	1,066	1,136	1,211	1,293	1,378	1,469	1,567
	87	989	1,054	1,123	1,198	1,278	1,362	1,453	1,549
	86	977	1,041	1,111	1,184	1,263	1,346	1,435	1,530
	85	966	1,030	1,098	1,170	1,248	1,330	1,419	1,513
	84	954	1,017	1,085	1,157	1,233	1,315	1,402	1,495
	83	943	1,006	1,072	1,143	1,218	1,299	1,385	1,478
	82	931	993	1,059	1,129	1,205	1,283	1,369	1,459
	81	920	981	1,046	1,115	1,190	1,269	1,352	1,442
Min	80	909	969	1,033	1,102	1,175	1,253	1,336	1,424

APPROXIMATION ONLY

NOT FOR PAY PURPOSES

Corporate Compensation and
Benefits Division
December 30, 1993

ONTARIO HYDRO

SALARY SCHEDULE 03

SYSTEM CONTROL
 - DOLLARS PER WEEK
 - EFFECTIVE DECEMBER 30, 1993
SALARY GRADE

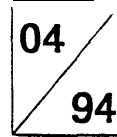
PERCENTAGE OF REF PT		(SCT	<u>SC01</u>	<u>SC02</u>	<u>SC03</u>	<u>SC04</u>
		<u>(Grade 05)</u>				
Max	115	1,300	1,386	1,477	1,575	1,680
	114	1,288	1,374	1,465	1,562	1,665
	113	1,277	1,362	1,452	1,548	1,651
	112	1,266	1,350	1,439	1,534	1,636
	111	1,254	1,337	1,428	1,521	1,621
	110	1,243	1,325	1,413	1,507	1,607
	109	1,232	1,313	1,400	1,493	1,592
	108	1,220	1,301	1,388	1,479	1,577
	107	1,209	1,289	1,375	1,466	1,563
	106	1,198	1,277	1,362	1,452	1,548
	105	1,187	1,265	1,349	1,438	1,534
	104	1,175	1,253	1,336	1,425	1,519
	103	1,164	1,241	1,323	1,411	1,504
	102	1,153	1,229	1,310	1,397	1,490
	101	1,141	1,217	1,298	1,384	1,475
Ref Pt	100	1,130	1,205	1,285	1,370	1,461
	99	1,119	1,193	1,272	1,356	1,446
	98	1,107	1,181	1,259	1,342	1,431
	97	1,096	1,169	1,246	1,329	1,417
	96	1,085	1,157	1,233	1,315	1,402
	95	1,074	1,145	1,221	1,301	1,388
	94	1,062	1,133	1,208	1,288	1,373
	93	1,051	1,121	1,195	1,274	1,358
	92	1,040	1,109	1,182	1,260	1,344
	91	1,028	1,096	1,169	1,247	1,329
	90	1,017	1,084	1,156	1,233	1,315
	89	1,006	1,072	1,143	1,219	1,300
	88	994	1,060	1,131	1,206	1,285
	87	983	1,048	1,118	1,192	1,271
	86	972	1,036	1,105	1,178	1,256
	85	961	1,024	1,092	1,164	1,242
	84	949	1,012	1,079	1,151	1,227
	83	938	1,000	1,066	1,137	1,212
	82	927	988	1,054	1,123	1,198
	81	915	976	1,041	1,110	1,183
Min	80	904	964	1,028	1,096	1,169

UNROUNDED REFERENCE POINTS

<u>SCT (3)</u>	<u>SC01</u>	<u>SC02</u>	<u>SC03</u>	<u>SC04</u>
<u>(Grade 05)</u> 1130.0754	1204.9429	1284.7704	1369.8864	1460.6414

- Note: 1. This schedule covers a 35-hour basic workweek.
 2. Staff working at the Clarkson System Control Centre have a 40 hour normal workweek.
 3. SystemControl Training Position.

Corporate Compensation and
 Benefits Division
 December 30, 1993



ONTARIO HYDRO
SALARY SCHEDULE 04
MANAGEMENT AND PROFESSIONAL
DEVELOPMENT SCHEDULE
 - Dollars per Week
 - Effective December 30, 1993

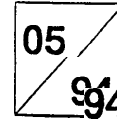
<u>GRADE</u>	<u>STEP</u>	<u>STEP 2</u>	<u>STEP 3</u>	<u>STEP 4</u>	<u>STEP 5</u>	<u>STEP 6</u>
01	599.00	668.00	742.00	816.00	890.00	964.00

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

Corporate Compensation &
 Benefits Division
 December 30, 1993

ONTARIO HYDRO

SALARY SCHEDULE 05



OFFICE SUPERVISORY AND SERVICES

- DOLLARS PER WEEK
- EFFECTIVE DECEMBER 30, 1993

SALARY GRADE

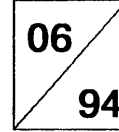
PERCENTAGE OF REF PT	OSS 01	OSS 02	OSS 03	OSS 04	OSS 05	OSS 06	OSS 07	OSS 08	OSS 09	OSS 10	OSS 11	OSS 12
Mxx 115		829	884		941.072	1,143.05	1,219	1,300	1,386	1,477	1,575	1,680
114	822	877	935	997	1,063	1,133	1,208	1,288	1,374	1,465	1,562	1,665
113	815	869	927	988	1,053	1,123	1,198	1,277	1,362	1,452	1,548	1,651
112	808	861	918	979	1,044	1,113	1,187	1,266	1,350	1,439	1,534	1,636
111	801	854	910	970	1,035	1,103	1,176	1,254	1,337	1,426	1,521	1,621
110	793	846	902	962	1,025	1,093	1,166	1,243	1,325	1,413	1,507	1,607
109	786	838	894	953	1,016	1,083	1,155	1,232	1,313	1,400	1,493	1,592
108	779	831	886	944	1,007	1,074	1,145	1,220	1,301	1,388	1,479	1,577
107	772	823	878	936	998	1,064	1,134	1,209	1,289	1,375	1,466	1,563
106	765	815	869	927	988	1,054	1,123	1,198	1,277	1,362	1,452	1,548
105	757.61	807	861	918	979	1,044	1,113	1,187	1,265	1,349	1,438	1,534
104	749	800	853	909	970	1,034	1,102	1,175	1,253	1,336	1,425	1,519
103	743	792	845	901	960	1,024	1,092	1,164	1,241	1,322	1,411	1,504
102		736	789	845	901	960	1,024	1,092	1,164	1,241	1,322	1,411
101		721	774	828	883	942	1,004	1,070	1,141	1,217	1,298	1,384
Ref Pt 100	714	721	739	759	782	807	832	858	884	910	937	964
99	4	761	812	866	923	984	1,049	1,119	1,193	1,272	1,356	1,446
98	707	754	804	857	914	974	1,039	1,107	1,181	1,259	1,342	1,431
97	700	746	795	848	904	964	1,028	1,096	1,169	1,246	1,329	1,417
96	692	738	787	839	895	954	1,017	1,085	1,157	1,233	1,315	1,402
95	685	731	779	831	886	944	1,007	1,074	1,145	1,221	1,301	1,388
94	678	723	771	822	878	934	996	1,062	1,133	1,208	1,288	1,373
93	671	715	763	813	867	924	986	1,051	1,121	1,195	1,274	1,358
92	664	708	754	804	858	914	975	1,040	1,109	1,182	1,260	1,344
91	656	700	746	796	848	905	964	1,028	1,096	1,169	1,247	1,329
90	649	692	738	787	839	895	954	1,017	1,084	1,156	1,233	1,315
89	642	684	730	778	830	885	943	1,006	1,072	1,143	1,219	1,300
88	635	677	722	769	820	875	933	994	1,060	1,131	1,206	1,285
87	627	669	713	761	812	865	922	983	1,048	1,118	1,192	1,271
86	620	661	705	752	802	855	911	972	1,036	1,105	1,178	1,256
85	608	654	697	743	793	845	901	961	1,024	1,092	1,164	1,242
84	599	646	689	734	783	835	890	949	1,012	1,079	1,151	1,227
83	598	641	684	728	774	825	880	938	1,000	1,066	1,137	1,212
82	591	631	672	717	764	815	869	927	988	1,054	1,123	1,198
81	584	623	664	708	755	805	858	915	976	1,041	1,110	1,183
Min 80	577	615	656	699	746	795	848	904	964	1,028	1,096	1,169

UNROUNDED REFERENCE POINTS

OSS 01	OSS 02	OSS 03	OSS 04	OSS 05	OSS 06
721.2638	769.0475	819.9969	874.3217	932.2455	994.0068
OSS 07	OSS 08	OSS 09	OSS 10	OSS 11	OSS 12
1059.8597	1120.0254	1184.0429	1254.7704	1369.8864	1460.6414

Note: This schedule is applicable to positions classified as having -
(a) a 35 hour basic work week.
(b) a 37 1/2 hour work week.
(c) a 40 hour work week.

Corporate Compensation and
Benefits Division
December 30, 1993



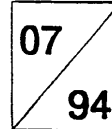
ONTARIO HYDRO
RESTRICTED DISTRIBUTION
SALARY SCHEDULE 06
HELICOPTER OPERATIONS
- DOLLARS PER WEEK

<u>SALARY</u> <u>GRADE</u>	<u>TITLE</u>	<u>RATE</u>
01	Helicopter Supervisor - Operations	1,701.56

Note: This schedule covers a 35-hour week.

Corporate Compensation &
Benefits Services Department
Effective: March 31, 1994
Revised:

ONTARIO HYDRO

SALARY SCHEDULE 07

TRADES SUPERVISORS
 - DOLLARS PER WEEK
 - EFFECTIVE DECEMBER 30, 1993
 SALARY GRADE

PERCENTAGE OF REFPT		TS1	TS2	TS3	TS4	TS5	TS6	TS7	TS8	TS9
Max	115	1,056	1,101	1,147	1,195	1,245	1,298	1,340	1,385	1,430
	114	1,047	1,091	1,137	1,185	1,234	1,286	1,329	1,373	1,418
	113	1,038	1,082	1,127	1,174	1,224	1,275	1,317	1,361	1,405
	112	1,029	1,072	1,117	1,164	1,213	1,264	1,305	1,348	1,393
	111	1,020	1,062	1,107	1,153	1,202	1,252	1,294	1,336	1,381
	110	1,010	1,053	1,097	1,143	1,191	1,241	1,282	1,324	1,368
	109	1,001	1,043	1,087	1,133	1,180	1,230	1,270	1,312	1,356
	108	992	1,034	1,077	1,122	1,169	1,219	1,259	1,300	1,343
	107	983	1,024	1,067	1,112	1,159	1,207	1,247	1,288	1,331
	106	974	1,015	1,057	1,102	1,148	1,196	1,235	1,276	1,318
	105	964	1,005	1,047	1,091	1,137	1,185	1,224	1,264	1,306
	104	955	995	1,037	1,081	1,126	1,173	1,212	1,252	1,293
	103	946								
	102	937	976	1,017	1,060	1,104	1,151	1,189	1,228	1,269
	101	928	967	1,007	1,050	1,094	1,140	1,177	1,216	1,256
Ref Pt	100	919	957	997	1,039	1,083	1,128	1,166	1,204	1,244
	99	909	948	987	1,029	1,072	1,117	1,154	1,192	1,231
	98	900	938	977	1,018	1,061	1,106	1,142	1,180	1,219
	97	891	928	967	1,008	1,050	1,094	1,131	1,168	1,206
	96	882	919	957	998	1,040	1,083	1,119	1,156	1,194
	95	873	909	947	987	1,029	1,072	1,107	1,144	1,182
	94	863	900	937	977	1,018	1,061	1,096	1,132	1,169
	93	854	890	927	966	1,007	1,049	1,084	1,120	1,157
	92	845	881	918	956	996	1,038	1,072	1,108	1,144
	91	836	871	908	946	985	1,027	1,061	1,096	1,132
	90	827	861	898	935	975	1,015	1,049	1,084	1,119
	89	817	852	888	925	964	1,004	1,037	1,072	1,107
	88	808	842	878	914	953	993	1,026	1,060	1,094
	87	799	833	868	904	942	982	1,014	1,047	1,082
	86	790	823	858	894	931	970	1,002	1,035	1,070
	85	781	814	848	883	920	959	991	1,023	1,057
	84	772	804	838	873	910	948	979	1,011	1,045
	83	762	794	828	863	899	938	967	999	1,032
	82	753	785	818	852	888	925	956	987	1,020
	81	744	775	808	842	877	914	944	975	1,007
Min	80	735	766	798	831	866	903	932	963	995

UNROUNDED REFERENCE POINTS

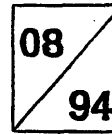
<u>TS1</u>	<u>TS2</u>	<u>TS3</u>	<u>TS4</u>	<u>TS5</u>
918.5136	957.0912	997.2890	1039.1751	1082.8205
<u>TS6</u>	<u>TS7</u>	<u>TS8</u>	<u>TS9</u>	
1128.2990	1165.5329	1203.9955	1243.7274	

Note: This schedule covers a 40 hour workweek.

Corporate Compensation and
Benefits Division
December 30, 1993

ONTARIO HYDRO

SALARY SCHEDULE 08



TRADES MANAGEMENT SUPERVISORS

- DOLLARS PER WEEK
- EFFECTIVE DECEMBER 30, 1993

SALARY GRADE

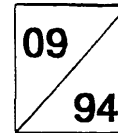
PERCENTAGE OF REF PT	TMS01	TMS02	TMS03	TMS04	TMS05	
Max	115	1,219	1,300	1,386	1,477	1,575
	114	1,208			1,465	1,562
	113	1,198	1,277	1,362	1,452	1,548
	112	1,187			1,439	1,534
	111	1,176	1,254	1,337	1,426	1,521
	110	1,166	1,243	1,325	1,413	1,507
	109	1,155	1,232	1,313	1,400	1,493
	108	1,145	1,220	1,289	1,388	1,479
	107	1,134	1,209	1,277	1,375	1,466
	106	1,123	1,198		1,362	1,452
	105	1,113	1,187	1,265	1,349	1,438
	104	1,102	1,175	1,253	1,336	1,425
	103	1,092	1,164	1,229	1,323	1,411
	102	1,081	1,153	1,217	1,310	1,397
	101	1,070	1,141		1,298	1,384
Ref Pt	100	1,060	1,130	1,205	1,285	1,370
	99	1,049	1,119	1,193	1,272	1,356
	98	1,039	1,107	1,181	1,259	1,342
	97	1,028	1,096	1,169	1,246	1,329
	96	1,017	1,085	1,157	1,233	1,315
	95	1,007	1,074	1,145	1,221	1,301
	94	996	1,062	1,133	1,208	1,288
	93	986	1,051	1,121	1,195	1,274
	92	975	1,040	1,109	1,182	1,260
	91	964	1,028	1,096	1,169	1,247
	90	954	1,017	1,072	1,155	1,233
	89	943	1,006	1,060	1,143	1,219
	88	933	994	1,048	1,131	1,206
	87	922	972	1,036	1,118	1,192
	86	911	961	1,024	1,105	1,178
	85	901			1,092	1,164
	84	890			1,079	1,151
	83	880	938	1,000	1,066	1,137
	82	869	927	976	1,054	1,123
	81	858	915	964	1,041	1,110
Min	80	848	904		1,028	1,096

UNROUNDED REFERENCE POINTS

0TMS	TMS 02	TMS 03	TMS 04	TMS 05
1059.8597	1130.0754	1204.9429	1284.7704	1369.8864

Note: This schedule covers a 40 hour workweek.

ONTARIO HYDRO

SALARY SCHEDULE 09SUPERVISING ELECTRICAL INSPECTORS

- DOLLARS PER WEEK
- EFFECTIVE DECEMBER 30, 1993

SALARY GRADE

<u>PERCENTAGE OF REF PT</u>	<u>SEI01</u>	<u>SEI02</u>
Max 115	1,477	1,575
114	1,465	1,562
113	1,452	1,548
112	1,439	1,534
111	1,426	1,521
110	1,413	1,507
109	1,400	1,493
108	1,388	1,479
107	1,375	1,466
106	1,362	1,452
105	1,349	1,438
104	1,336	1,425
103	1,323	1,411
102	1,310	1,397
101	1,298	1,384
Ref Pt 100	1,285	1,370
99	1,272	1,356
98	1,259	1,342
97	1,246	1,329
96	1,233	1,315
95	1,221	1,301
94	1,208	1,288
93	1,195	1,274
92	1,182	1,260
91	1,169	1,247
90	1,156	1,233
89	1,143	1,219
88	1,131	1,206
87	1,118	1,192
86	1,105	1,178
85	1,092	1,164
84	1,079	1,151
83	1,066	1,137
82	1,054	1,123
81	1,041	1,110
Min 80	1,028	1,096

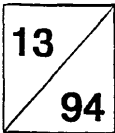
UNROUNDED REFERENCE POINTS

SEI 01
1284.7704

SEI 02
1369.8864

Note: This schedule covers a 40 hour workweek.

Corporate Compensation and
Benefits Division
December 30, 1993



SALARY SCHEDULE 13

STANDARD SCHEDULE FOR
NURSES

- DOLLARS PER WEEK
- EFFECTIVE DECEMBER 30, 1993

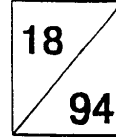
		SALARY GRADE					
PERCENTAGE OF REF PT		MF 21	MF 22	MF 23	MF 24	MF 25	MF 26
Max	115	1,300	1,386	1,477	1,575	1,680	1,791
	114	1,288	1,374	1,465	1,562	1,665	1,775
	113	1,277	1,362	1,452	1,548	1,651	1,760
	112	1,266	1,350	1,439	1,534	1,636	1,744
	111	1,254	1,337	1,426	1,521	1,621	1,729
	110	1,243	1,325	1,413	1,507	1,607	1,713
	109	1,232	1,313	1,400	1,493	1,592	1,698
	108	1,220	1,301	1,388	1,479	1,577	1,682
	107	1,209	1,289	1,375	1,466	1,563	1,666
	106	1,198	1,277	1,362	1,452	1,548	1,651
	105	1,187	1,265	1,349	1,438	1,534	1,635
	104	1,175	1,253	1,336	1,425	1,519	1,620
	103	1,164	1,241	1,323	1,411	1,504	1,604
	102	1,153	1,229	1,310	1,397	1,490	1,589
	101	1,141	1,217	1,298	1,384	1,475	1,573
Ref Pt	100	1,130	1,205	1,285	1,370	1,461	1,557
	99	1,119	1,193	1,272	1,356	1,446	1,542
	98	1,107	1,181	1,259	1,342	1,431	1,526
	97	1,096	1,169	1,246	1,329	1,417	1,511
	96	1,085	1,157	1,233	1,315	1,402	1,495
	95	1,074	1,145	1,221	1,301	1,388	1,480
	94	1,062	1,133	1,208	1,288	1,373	1,464
	93	1,051	1,121	1,195	1,274	1,358	1,448
	92	1,040	1,109	1,182	1,260	1,344	1,433
	91	1,028	1,096	1,169	1,247	1,329	1,417
	90	1,017	1,084	1,156	1,233	1,315	1,402
	89	1,006	1,072	1,143	1,219	1,300	1,386
	88	994	1,060	1,131	1,206	1,285	1,371
	87	983	1,048	1,118	1,192	1,271	1,355
	86	972	1,036	1,105	1,178	1,256	1,339
	85	961	1,024	1,092	1,164	1,242	1,324
	84	949	1,012	1,079	1,151	1,227	1,308
	83	938	1,000	1,066	1,137	1,212	1,293
	82	927	988	1,054	1,123	1,198	1,277
	81	915	976	1,041	1,110	1,183	1,262
Min	80	904	964	1,028	1,096	1,169	1,246

UNROUNDED REFERENCE POINTS

MF 21	MF 22	MF 23	MF 24	MF 25	MF 26
1130.0754	1204.9429	1284.7704	1369.8864	1460.6414	1557.4089

Note: This schedule covers a 35-hour workweek.

Corporate Compensation and
Benefits Division
December 30, 1993



ONTARIO HYDRO
SALARY SCHEDULE 18

AUDITOR DEVELOPMENT SCHEDULE

- Dollars per Week
- Effective December 30, 1993

University Graduates

<u>GRADE</u>	<u>STEP</u>	<u>STEP 2</u>	<u>STEP 3</u>	<u>STEP 4</u>	<u>STEP 5</u>	<u>STEP 8</u>
01	599.00	668.00	742.00	816.00	890.00	964.00

Community College Graduates

<u>GRADE</u>	<u>STEP 1</u>	<u>STEP 2</u>	<u>STEP 3</u>	<u>STEP 4</u>	<u>STEP 5</u>	<u>STEP 6</u>
02	588.00	630.00	672.00	713.00	755.00	
03	797.00	839.00	880.00	922.00	964.00	

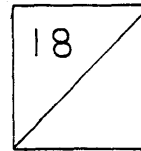
Lower Level Education

<u>GRADE</u>	<u>STEP 1</u>	<u>STEP 2</u>	<u>STEP 3</u>	<u>STEP 4</u>	<u>STEP 5</u>	<u>STEP 6</u>
04	588.00	622.00	656.00	691.00	725.00	759.00
05	793.00	827.00	861.00	896.00	930.00	964.00

- Notes:
1. This schedule covers a 35-hour work week.
 2. Recruits are applied to the grade and step which is in keeping with their academic standing and experience.
 3. Step-to-Step progression is automatic on a semiannual basis unless withheld for performance reasons.

Corporate Compensation &
Benefits Division
December 30, 1993

METHOD OF CALCULATING
SALARY SCHEDULE 18
AUDITOR TRAINEES
University Graduates



<u>Grade</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step</u>	<u>Step</u>
01	Identical to Schedule 04 rates					

<u>Community College Graduates</u>						
<u>Grade</u>	<u>Step</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step</u>	<u>Step</u>	<u>Step</u>
02	Which ever is the lesser - Grade 01 Step 1 or negotiated hiring rate for technologists into C/T training situations (presently Schedule 20 Grade 54 Step 2)	**	**	**	**	**
03		**	**	**	**	Same rate as Grade 01 Step 6 above

- **
- . Subtract the rounded rate for Grade 02 Step 1 from Grade 03 Step 5.
 - . This results in the *difference to be spread over the remaining steps within the two grades and is accomplished by
 - dividing the *difference by the number of steps to reach maximum step, ie, 9
 - this results in the increment (in dollars and cents) between steps
 - apply this increment to the Step 1 rate to get the Step 2 rate, then to the Step 2 rate to get the Step 3 rate and so on.
 - . When the increment is added to Grade 03 Step 4 it should result in the Grade 03 Step 5 rate.
 - . Round each step to the nearest dollar (1c to 49c round downwards, 50c to 99c round upwards).

<u>Lower Level Education</u>						
<u>04</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>
	Same rate as Grade 02 Step 1 above	***	***	***	***	***
05	***	***	***	***	***	Same rate as Grade 01 Step 6 above

- ***
- . Subtract the rate for Grade 04 Step 1 from Grade 05 Step 6.
 - . This results in the *difference to be spread over the remaining steps within the two grades and is accomplished by
 - dividing the *difference by the number of steps to reach maximum step, ie, 11
 - this results in the increment (in dollars and cents) between steps
 - apply the increment as outlined above.
 - . When the increment is added to Grade 05 Step 5, it should result in the Grade 05 Step 6 rate.
 - . Round each step to nearest dollar (1c to 49c round downward, 50c to 99c round upwards).

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

25.1 Pay Treatment

Salary Schedule **04** will be used for the hiring and progression of all employees hired for Management and Professional (M&P) or Field Management and Professional (FM&P) work, when they have less than the following applicable experience requirements after Bachelor graduation:

<u>Level</u>	<u>Applicable Experience Requirements</u>
MP1	1-1/2 years
MP2	2 years
MP3 and over	2-1/2 years

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

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

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

- 25.9** Employees who have reached Step 6 and have not yet been appointed to an M&P or FM&P job will be treated as special cases to be dealt with on an individual basis by the appropriate line officer.
- 25.10** A progression step may be withheld due to unsatisfactory performance. In such cases the employee's performance will be reviewed at the next progression date and, if performance has been satisfactory, the employee will progress to the next step. If progression must be withheld due to unsatisfactory performance for two consecutive progression periods, there may be cause for termination. If the employee's performance is satisfactory for one year following the withholding of a progression step the employee will be awarded a two-step increase, thus restoring his/her original progression pattern.
- 25.11** An absence greater than one month due to illness, pregnancy, parental leave, etc, may result in an extension of a step in the progression process. The original progression dates may be reinstated if satisfactory progress can be shown to have been made during an extension period.
- 25.12** Vacation provisions that apply to M&P staff on Salary Schedule 01 will also apply to employees on Salary Schedule 04.
- 25.13** Articles contained in Part XI (Relocation Assistance) will apply to employees paid from Salary Schedule 04 when they are appointed to an M&P or FM&P job.
- 25.14** Eligibility for other benefits and allowances which apply to regular staff will be granted to employees on Salary Schedule 04 when they are granted regular employee status.
- 25.15** Shift compensation reference point rate for employees on Salary Schedule 04 hired after January 1, 1993 will be 80 percent of MP2.

26 FM&P SALARY SCHEDULE 02

26.1 The upper six grades of the FM&P Salary Schedule 02 shall be equivalent to M&P Salary Schedule 01

27 OFFICE SUPERVISORY AND SERVICES (OSS) SALARY SCHEDULE 05

The pay rates for OSS 8 to 12 of the OSS Salary Schedule 05 shall be equivalent to MP1 to MP5 on the M&P Salary Schedule 01.

28 TRADES MANAGEMENT SUPERVISORS/TRADES SUPERVISORS (TMS/TS) SALARY SCHEDULES 08 AND 07

28.1 The upper four grades of the TMS Salary Schedule 08 shall be equivalent to MP1 to MP4 on M&P Salary Schedule 01. TMS3 reference point shall be equal to MP2 reference point.

28.2 Trades Supervisors whose jobs are rated lower as a result of the Trades Management Supervisors Job Evaluation Plan implemented on July 3, 1986, will remain **on** Salary Schedule 07 for as long as they remain in their current positions. Salary Schedule 07 will remain in effect until the last incumbent leaves his/her position.

29 SHORT-TERM ABSENCES

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

30 COMPENSATION FOR TRADES MANAGEMENT SUPERVISORS/TRADES SUPERVISORS (TMS/TS)

Trades Management Supervisors/Trades Supervisors (TMS/TS) shall receive payments calculated as follows:

30.1 Union Relief Rate (currently 17% or 22%, whichever is applicable in each situation) minus the actual pay differential between the TMS/TS reference point and the base rate of the highest trade group supervised, as per occupational definition, plus 3 %.

$$JP \left(\frac{URR - (TMS - JP)}{JP} \times 100 + 3\% \right)$$

URR = Union Relief Rate (17% or 22 % depending on situation)

JP = Highest Journeyman Rate Supervised

TMS = Reference Point of Relevant TMS Position

An example of the payment would be: if the differential between the Union journeyman and the TMS = 15%, then the payment would be 17% (appropriate relief rate) minus 15 % plus 3 % = 5 % .

- 30.2** In addition, where a TMS is supervised by a TMS, the existing salary grade differential will be maintained (6.625% or 13.25%, whichever is applicable in each situation).
- 30.3** These payments will be based on CUPE Local 1000 rates effective April 1 of each year and calculated on an annual basis. In addition, the payments will be prorated in situations where a person is promoted to a TMS position during the year.
- 30.4** Effective April 1, 1993 until March 31, 1995 or unless agreement is reached as per Section 30.5 below, these payments will be paid on a weekly basis and treated like base salary with respect to overtime, pension and other wage-sensitive entitlements. An employee's performance pay standing will not be affected by this payment.
- 30.5** The parties agree that a permanent solution to the TMS relativity problem requires the expeditious development of a long-term and credible compensation approach based upon an integrated, single job evaluation plan for all Society-represented staff. They intend to jointly develop this job evaluation plan and a plan for its implementation by January 1, 1995. A Joint Job Evaluation/Internal Equity CQI team will be established for this purpose. If Agreement on these matters is reached by this date, payments made under the terms of this Article shall continue until the new job evaluation plan is implemented, unless the CQI team recommends an alternate transitional approach. If Agreement on these matters is not reached by this date, the parties shall review this Article to determine if the continuation of these payments is appropriate.

31 JOB EVALUATION PLANS

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

Plan A (revised January, 1988), used to classify all M&P jobs;
Field Management and Professional Job Evaluation Plan (revised July, 1988),

used to classify all FM&P jobs;
 Trades Management Supervisors Job Evaluation Manual (April, 1986), used to
 classify all TMS jobs;
 Non-Union Clerical-Technical Job Evaluation Manual (reissued January, 1988),
 used to classify all OSS jobs;
 Hay Plan (July, 1990), used to classify all SEI and Nursing jobs.

For those employees whose jobs are not currently rated under any of the above plans,
 the Corporation agrees not to alter their tie points to other salary schedules without the
 Society's Agreement. These employees and their salary schedule tie points are as
 follows:

a) System Control Staff (Schedule 03)

- SCT (Grade 05; same reference point as MP1 on Schedule 01
- SC01: same reference point as MP2 on Schedule 01
- SC02: same reference point as MP3 on Schedule 01
- SC03: same reference point as MP4 on Schedule 01
- SC04: same reference point as MP5 on Schedule 01

b) Helicopter Operations (Schedule 06)

- Grade 01: 105 % of Grade 22, Step 4 (Helicopter Pilot) rate on Schedule 21

32 PERFORMANCE PAY PLAN

32.1 During the term of this Collective Agreement (January 1, 1993 to December 31, 1994), the Corporation will not terminate or alter the terms of the Performance Pay Plan (1978, revised 1987) without the agreement of the Society. During this period, the current practice for administering the Plan will continue. Prior to December 31, 1994, the parties will review and attempt to achieve full agreement on the design and provisions of the Performance Pay Plan for possible amendment to this Collective Agreement or inclusion in the Collective Agreement upon its renewal.

33 STUDENTS

Student employees will be paid in accordance with Schedule 04.

34 TEMPORARY EMPLOYEES

Intent:

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

34.1 Society Notification

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

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

Temporary employees will have their applications for vacancies considered after those of regular employees, but prior to the consideration of applicants from outside of the Corporation.

34.2 Temporary Employees with less than 12 Months' Service

34.2.1 Compensation and Benefits Treatment

- (i) Vacations of the prorated amount of 15 days adjusted earnings or 4%, whichever is greater.
- (ii) Statutory Holidays: pay for statutory holidays provided the employee has more than three months' accumulated service.
- (iii) Floating Holidays: three floating holidays after 20 weeks' continuous service.
- (iv) Sick Leave: credits for one-half day at 100% pay for each month of accumulated service.
- (v) Semi-Private and EHB Plan: optional at employee's cost.

- (vi) Remembrance Day; Personal Time Off; Parental Leave (excluding the SUB Plan); Jury Duty; Special Time Off at Christmas: same as regular employees.
- (vii) Kilometre Rates: same as regular employees.
- (viii) Personal Travel and Accident Benefits: same as regular employees.

34.2.2 Termination

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

34.3 Temporary Employees with more than 12 Months' Service

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

34.4 Temporary Employees Working Reduced Hours

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

PART VIII - ABSENCE FROM WORK

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35 PAID/UNPAID TIME OFF

Intent:

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

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

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

35.1 Jury Duty/Required Attendance at Court

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

35.2 Funeral Leave

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

35.3 Medical and Dental Appointments

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

leave credits and/or pay.

35.4 Family Care

An employee is entitled to take time off for family care. Normally, up to five (5) days a year may be taken for this purpose. By mutual agreement with his/her supervisor, the employee may pay for this time by using his/her banked overtime, by working back the time over a reasonable period of time, or by taking the time off without pay.

36 ONTARIO HYDRO EMPLOYEES HIRED AS SOCIETY STAFF

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

Cost of salary

The Corporation's cost of contributions to the Pension and Insurance Plan, and the LTD Plan

The responsibility and cost of providing Health, Dental and Sick Leave Insurance/coverage

The responsibility for any other employee contributions related to employee wages and benefits provided by the Society.

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

37 RELEASE OF SOCIETY REPRESENTATIVES

37.1 Intent

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

Ontario Hydro recognizes and appreciates the dual responsibility employees elected to hold Society office have to their job and to Society members. Society representatives and their supervisors (those excluded from the Society) are encouraged to pursue a mutually acceptable and cooperative approach to

managing the requirement for absences as a result of this dual role. Management recognizes that the need for time off from normal duties will vary with the

position that the employee holds within the Society. The higher up in the Society the more will be the demands for time off.

37.2 Specific Circumstances

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

37.2.2 In the expectation that the joint problem solving approach based on the JSMC principles outlined in Article 1.2 will be mutually beneficial to the relationship between Ontario Hydro and the Society, Management agrees to continue its practice of maintaining base salaries for Society representatives involved in all joint processes up to but not including arbitration unless required by management to attend.

37.2.3 Society Delegates and members of the Board of Directors will be permitted two (2) days per year at their normal base rates to attend Delegates' Council meetings. Members of the Board of Directors will be permitted up to 12 additional days per calendar year at their normal base rates, to attend Society Board meetings.

37.2.4 The Corporation will release elected Society representatives from their normal duties without pay for other Society business. The Society will give Management reasonable notice of such releases, and Management will normally release such representatives. From time to time there may be unexpected events that prevent such a release, but such situations will be the exception.

38 VACATIONS

38.1. Vacation Entitlement

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

38.2 Less Than One Year of Service by June 30

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

38.3 One to Seven Years of Service

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

38.4 From Eight to Fifteen Years of Service

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

38.5 For Sixteen to Twenty-Four Years of Service

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

38.6 For Twenty-Five or More Years of Service

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

38.7 External Experience Credit

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

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

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

The effective date of External Experience Credit entitlements will be as

follows:

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

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

38.7.2 Appointments to Positions Paid from Salary Schedules 04 and 18

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

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

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

38.8 Vacation Credit for Prior Service

Employees will be entitled to vacation credits for all prior service with Ontario Hydro, including casual employment, regardless of breaks in service.

38.9 Vacation Without Pay

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

38.10 Use of Vacation Credits of Succeeding Year at Christmas

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

38.11 Banked Vacation

Effective January 1, 1993, upon eligibility for 25 working days (five weeks) of annual vacation, employees may defer and accumulate any vacation entitlement beyond 15 days per year. A maximum of 30 weeks' vacation may be banked. Banked vacation may be taken at a later date, subject to the supervisor's approval, or may be taken as a cash payment upon retirement.

5/8/8

38.12 Vacation Bonus

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

38.13 Vacation Entitlement on Retirement/Termination**38.13.1 Retirement**

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

38.14 Vacation Pay on Retirement/Termination is as follows:

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

the appropriate percentage (determined by vacation entitlement) of base earnings from July 1, to the date of termination; whichever is greater; **minus**

- (ii) vacation taken in the current calendar year.

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

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

The appropriate percentage determined by vacation entitlement are as follows:

4% of accumulated wages if entitlement is 10 working days or less annually;

6% of base earnings or adjusted earnings to date if entitlement is 15 working days annually;

8% of base earnings or adjusted earnings to date if entitlement is 20 working days annually;

10% of base earnings or adjusted earnings to date if entitlement is 25 working days annually plus any vacation bonus;

- 12% of base earnings or adjusted earnings to date if entitlement is 30 working days annually plus any vacation bonus.

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

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

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

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39 STATUTORY HOLIDAYS AND FLOATING HOLIDAYS

39.1 The following days are **recognized** by the Corporation as Statutory Holidays:

New Year's Day	Christmas Day	Good Friday	+ 10
Boxing Day	Victoria Day	Labour Day	
Canada Day	Thanksgiving Day	Civic Holiday	
Easter Monday			

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

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

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

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

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

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

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

When Christmas falls on a Wednesday and Boxing Day falls on Thursday, the Friday following Boxing Day will be granted as an additional holiday. The days of observance will not be moved.

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

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

39.2 Floating Holidays

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

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

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

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

40 UNEMPLOYMENT INSURANCE COMMISSION REBATE

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

41 PREGNANCY/PARENTAL LEAVE

The entitlements in this article are generally described in the brochure "Pregnancy and Parental Leaves for Performance Paid and ESR Staff" (May 1993).

Definitions

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

Parental leave means a leave of absence of up to 18 weeks for an employee who has been employed by the Corporation for at least 13 weeks and who is the parent of a child.

This employee is entitled to a leave of absence following the birth of the child, or the coming of the child into the custody, care and control of the parent for the first time. Unless provided for in this Article, this leave is without pay.

41.1. Pregnancy Leave

- (a) Start Date: Pregnancy leave may begin at any time during the 17 weeks immediately preceding the expected date of delivery.
- (b) End Date: Pregnancy leave normally ends 17 weeks after the pregnancy leave began.
- (c) Notice: The employee must give the Corporation as much notice as possible and a certificate from a legally-qualified medical practitioner stating the expected birth date. In no case, however, will the employee provide less than two weeks' written notice of the day the leave is to begin.
- (d) Reinstatement: At the end of pregnancy leave, the employee will be eligible to return to the position the employee had prior to the leave, if it still exists, or to a comparable position, if it does not.
- (e) Benefits: The Corporation will continue to pay the employer portion of the contributions for Group Dental, Extended Health Benefits, Pension Plan, Life Insurance, and any other type of benefit plan related to the employee's employment as prescribed by the *Employment Standards Act*, for the duration of the pregnancy leave, unless the employee gives the Corporation written notice that the employee does not intend to pay the employee portion of the contributions, if any.
- (f) Service Credits: Employees on pregnancy leave shall be entitled to normal accumulation of service credits for the duration of the pregnancy leave.
- (g) A pregnant employee may continue to work during a normal pregnancy until such time as the duties of her position cannot be reasonably performed.
- (h) An employee on pregnancy leave does not qualify for sick leave.

41.2 Parental Leave

- (a) Start Date: The parental leave must begin within 35 weeks of the day the child is born or comes into the custody, care and control of the parent for the first time.

The parental leave of an employee who takes a pregnancy leave must begin when the pregnancy leave ends unless the child has not yet come into the care and control of the parent for the first time.

- (b) ~~Parental~~ leave normally ends 18 weeks after the parental leave began.
- (c) ~~Notice~~ employee must give the Corporation as much notice as possible but in no case will there be less than two weeks written notice of the date the leave is to begin.
- (d) ~~Reinstatement~~: At the end of parental leave, the employee will be eligible to return to the position the employee had prior to the leave, if it still exists, or to a comparable position, if it does not.
- (e) ~~The~~ Corporation will continue to pay the employer portion of the contributions for Group Dental, Extended Health Benefits, Pension Plan, Life Insurance, and any other type of benefit plan related to the employee's employment as prescribed by **the Employment Standards Act**, for the duration of the parental leave, unless the employee gives the Corporation written notice that the employee does not intend to pay the employee portion of the contributions, if any.
- (f) ~~Service Credits~~: Employees on parental leave shall be entitled to normal accumulation of service credits for the duration of the parental leave.
- (g) An employee on parental leave does not qualify for sick leave.

41.3 Extensions

- (a) An employee, who takes a pregnancy leave followed by a parental leave as per Sections 41.1 and 41.2 may elect to have the total leave extended up to 39 weeks. This constitutes an extension of up to four (4) weeks and shall be granted under the following conditions:
- (i) ~~The~~ Corporation will continue to pay the employer portion of benefits as per Subsection 41.1(e) for that portion of the leave which falls under Section 41.1 Pregnancy Leave and as per Subsection 41.2(e) for that portion of the leave which falls under Section 41.2 Parental Leave. For the balance of the leave, the Corporation will continue the payment of Group Dental and Extended Health Benefits.
- (ii) ~~Service Credits~~: Employees on this extended leave shall be entitled to normal accumulation of service credits for the duration

of the leave.

(iii) **Reinstatement:** At the end of this extended leave, the employee shall be eligible to return to the position the employee had prior to the pregnancy/parental leave or to a comparable position.

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(b) An employee, who takes a parental leave as per Section 41.2 and who is the primary caregiver of a child, through a legal adoption, where the child is raised in the home, may elect to have the parental leave extended as follows: (a) up to 26 weeks, if the child is up to elementary school age, **OR (b)** based on the lesser of the recommendation of the adoption agency, with the final decision being made by the Corporation's Chief Physician, **or** 26 weeks, if the child is at or after elementary school age. This constitutes an extension of up to 8 weeks and shall be granted under the following conditions:

(i) ~~Benefit~~ Corporation will continue to pay the employer portion of benefits as per Subsection 42.2(e) for that portion of the leave which falls under Section 41.2 Parental Leave.

(ii) **Service Credits:** Employees on this extended leave shall be entitled to normal accumulation of service credits for the duration of the leave.

(iii) **Reinstatement:** At the end of this extended leave, the employee shall be eligible to return to the position the employee had prior to the parental leave or to a comparable position.

(c) Requests for extended leaves must be made in writing prior to the commencement of the leave and in accordance with Subsections 41.1(c) or 41.2(c), whichever is applicable.

41.4 Benefits Under the Supplementary Unemployment Benefit (SUB) Plan

(a) In order to be paid a leave benefit in accordance with the Supplementary Unemployment Benefit Plan, the employee:

(i) must provide the Corporation with proof that she/he has applied for, and is eligible to receive unemployment insurance benefits pursuant to **the Unemployment Insurance Act; AND,**

(ii) must be regular and employed by the Corporation for at least 13 weeks immediately preceding the date of delivery/adoption; **AND,**

(iii) must (a) be on pregnancy leave, **OR (b)** be on parental leave and

be designated as the primary caregiver after gaining custody of the child, through a legal adoption where the child is raised in the home.

- (b) According to the Supplementary Unemployment **Benefit** Plan, payments will consist of the following:
- (i) for the first two (2) weeks, payments equivalent to ninety-three percent (93%) of the employee's base pay; and
 - (ii) when receiving **UI** benefits, up to fifteen (15) additional weeks payments, equivalent to the difference between the **UI** benefits the employee is eligible to receive and ninety-three percent (93%) of the employee's base pay. Where the employee's base salary exceeds 1.5 times the Years Maximum Insurable Earnings, the employee will receive an additional \$300 as a lump sum as full compensation for any **clawback** that may be required by Revenue Canada or any other government agency.
 - (iii) in the case of legal adoption, the primary caregiver shall receive the equivalent of 93% of base pay in each of the thirteenth and fourteenth weeks of the leave.
 - (iv) where an employee becomes eligible for an annual increment/salary schedule adjustment during the period of pregnancy/parental leave, payments under 41.4(b)(i), 41.4(b)(ii) and 41.4 (b)(iii) shall be adjusted accordingly.
- (c) An employee who qualifies under **Section 41.4(a)** shall sign an agreement with the Corporation providing:
- (i) that she/he will return to work and remain in the Corporation's employ for a period of six (6) months from the date of return to work;
 - (ii) that she/he will return to work on the date of the **expiry** of pregnancy/parental leave, unless this date is modified with the Corporation's consent or **unless** the employee is then entitled to a leave extension provided for in this Article;
 - (iii) that should the employee fail to return to work as per the provisions of Subsections 41.4(c)(i) and 41.4(c)(ii), the employee **recognizes** that she/he is indebted to the Corporation for the amount received under the SUB plan.

(Refer to chart showing time lines)

PREGNANCY/PARENTAL LEAVES - TIME LINES

General

* Only maximum entitlements available are shown:

- o Time lines show maximum **lengths** of leaves which may be available, providing qualifiers/conditions of specific **legislation/agreements/policies** are met.
- o **UIC** Benefits show maximum amounts which may be available. Employees should be referred to the nearest **UIC** Office to determine their specific entitlements.
- o **SUB** Plan Benefits show maximum amounts which may be available, providing qualifiers/conditions of specific agreements/policies are met.

NATURAL MOTHERS:

I	Pregnancy	I	Parental	I	IO.H. extension	I
2 WKS	15 WKS	10 WKS	8 WKS	4 WKS		
I	I	I	I	I	I	I
93%*	UIC+SUB=93%*	UIC*	Unpaid	Unpaid	Maximum 39 wks*	

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ADOPTIVE PARENTS WHO ARE NOT THE PRIMARY CARE GIVERS AND NATURAL PARENTS:

I	Parental	I
10 WKS	8WKS	
I	I	I
UIC*	Unpaid	Maximum 18 wks*

ADOPTIVE PARENT WHO IS THE PRIMARY CARE GIVER (Child less than elementary school age) :

I	Pregnancy	I	IO.H. extension	I
2 WKS	10 WKS	2 WKS	4 WKS	8 WKS
I	I	I	I	I
93%*	UIC+SUB=93%*	UIC*	Unpaid	Unpaid
Maximum 26 wks*				

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42 SICK LEAVE PLAN

42.1 The Sick Leave Plan provides for maintenance of an employee's income when he/she is absent from work due to illness or non-occupational injury.

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42.2 Employees are granted **23** days of sick leave a year - eight (**8**) days at full pay and **15** days at three-quarter pay. These grants accumulate continuously each year if not used, up to a maximum of **200** days at three-quarter pay and no limit to the number of days at full pay.

42.3 In the year in which an employee completes six years of service, all sick leave used in the first year of service will be restored. In the **7th** year of service, all sick leave used in the **2nd** year of service will be restored. This will continue until the employee has completed **15** years of service. In the **16th** year of service, all sick leave used in the **11th** through to the **15th** years of service will be restored. In every year after **16** years of service, sick leave credits will be restored at the end of the year following the year in which they were used. There will be no payout of unused sick leave credits when an employee leaves the service of the Corporation.

43 LONG TERM DISABILITY

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The Long Term Disability (**LTD**) Plan provides financial security and rehabilitative employment features to regular employees during their absence from work due to extended sickness or injury. The detailed information is included in the Insurance policy and generally described in the brochure "Income Protection and Rehabilitation" (May 1993).

43.1 Qualifying Period

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

43.2 Disability Period

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

43.3 Benefits

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

- 75%
75%
75%
- 43.3.1** Sixty-five percent (65%) of base earnings at the end of the qualifying period for LTD benefits, or
 - 43.3.2** Seventy-five percent (75%) of base earnings at the end of the qualifying period for LTD benefits less any pension entitlement and/or any supplement from the Workers' Compensation Board (excluding the Non-Economic Loss award) and or the Canada Pension Plan, excluding benefits for dependents.

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

43.4 Other Conditions

- 43.4.1** The Corporation and/or the insurance carrier reserve the right to periodically obtain necessary proof of continued disability. If at any time an individual who has been declared disabled and placed on LTD is capable of returning to any further service with Ontario Hydro, Ontario Hydro will request and the Society will normally grant a waiver of posting requirements except in the case of redeployment under Employment Continuity.
- 43.4.2** Employees who are in receipt of LTD benefits will have their LTD benefit levels adjusted by the **indexation** increase which is applied to Ontario Hydro's Pension Plan.
- 43.4.3** Where a position is identified that both the Corporation and the employee on LTD agree he/she can become qualified for through educational retraining, the Corporation will pay tuition fees associated with the retraining, up to a maximum of three years.

44 WORKERS' COMPENSATION LEAVE26
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An employee awarded a Workers' Compensation grant shall be granted a compensable disability leave with compensation made up of a tax-free Workers' Compensation Board award, and a taxable top-up grant for the duration of Workers' Compensation Disability benefits. The top-up grant will ensure an employee's net pay is maintained.

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

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

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

Authority for withholding the supplementary grant is vested in Directors.

45 REHABILITATION AND RE-EMPLOYMENT**45.1 Application**

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

45.2 Policy

The parties seek to ensure that timely vocational rehabilitation and placement assistance is provided to affected employees whose medical impairments prevent

performance of the essential duties of their jobs. The goal is re-employment in a continuing capacity which will make maximum use of these employees' capabilities.

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

45.3 Rehabilitation

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

45.4 Re-employment

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

45.5 Termination of Employment

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

PART IX - HEALTH BENEFITS

The Corporation, through its claims services provider, shall provide extended health benefits and dental coverage as outlined in the pamphlet entitled "Health & Dental Benefits for Performance Paid Employees, Eligible Dependents and Pensioners", dated February 1993, and in accordance with the existing insurance carrier contract for Society-represented staff.

46 EXTENDED HEALTH BENEFITS

46.1 Effective January 1, 1993, the Extended Health Benefits Plan shall incorporate the following amendments:

46.1.1 Add coverage for Naturopaths based on 50% co-insurance to a limit of \$200 per person per calendar year. Clinical ecologists, homeopaths and acupuncturists shall be added on the same basis if recommended by the Joint Benefits Committee.

46.1.2 Remove references to the "first" and "subsequent" visits to a Registered Clinical Psychologist. Add coverage of other family counselling service providers recommended by the Joint Benefits Committee, with coverage contingent on referral of the employee by a registered clinical psychologist, physician or others recommended by the Committee.

46.1.3 Add "General Medical Practitioner" to the listed group of licensed physicians who can prescribe custom-made boots or shoes, ready-made orthopaedic shoes, and **orthotics**.

46.1.4 Add coverage of **Aero** Chambers. If the patient should later require a compressor, the amount paid for the **Aero** Chamber will be deducted from the cost of the compressor.

46.1.5 Add coverage of **Lympha** Press Pump Sleeve when medically documented that the patient has lymphedema and has been unresponsive to other types of therapy.

46.1.6 Add coverage of **Lactaid** as a drug. ✓

46.2 The Corporation agrees to offer employees the option of **using** the Preferred Vision Services (**PVS**) Plan, subject to its availability.

46.3 The Corporation agrees to investigate using its purchasing power to negotiate a discounted group rate for employees who wish to purchase out of country travel insurance.

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47 DENTAL PLAN

- 47.1** Effective January 1, 1993, the Dental Plan shall incorporate the following amendments:
- 47.2** Add "Temporal Mandibular Joint (TMJ) Consultation/Examination and Appliances" under Class B services with 75 % co-insurance.
- 47.3** Increase the lifetime maximum Orthodontic Benefit per individual to \$3,500.00
- 47.4** Effective January 1, 1993, Dental Plan coverage shall be based on the 1993 Ontario Dental Association (ODA) Fee Guide.
- 47.5** Effective January 1, 1994 Dental Plan coverage shall be based on the 1994 Ontario Dental Association (ODA) Fee Guide.
- 47.6** Effective January 1, 1993, employees shall be charged a dental deductible at the rate of \$10.00 per calendar year for a single subscriber, and \$20.00 per calendar year for a family.

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48 SEMI-PRIVATE HOSPITAL ACCOMMODATION PLAN

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

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PART X - PENSION AND INSURANCE

49 LIFE INSURANCE

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- 49.1** The life insurance coverage for employees is described below. Complete details are included in the official Pension, Life Insurance, and LTD plan documents.
- 49.1.1** The cost of basic term insurance for employees will be paid by the Corporation.
 - 49.1.2** The cost of additional **term** insurance for employees will be paid by the employees.
 - 49.1.3** Upon retirement, term insurance equal to **50%** of final base annual earnings will be provided, reducing to **25%** ten years after retirement.
 - 49.1.4** An employee will become eligible for membership in the plan upon being assigned regular status.
 - 49.1.5** In the event that an employee does not make an election, Option I (see **49.2** below) will automatically be designated.
 - 49.1.6** After the initial election period, a **re-election** of option will be permitted only once a year during the month of December.
 - 49.1.7** The employee will be required to submit evidence of insurability if a **re-election** results in total increased insurance coverage.
 - 49.1.8** Any **re-election** shall become effective on the January **1st** following the year in which the **re-election** is made or on the date of approval by the insurer of any required evidence of insurability, whichever is later.

49.2 Life Insurance Options

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<u>Option</u>	<u>*Basic Term Insurance</u>	<u>** Additional Term insurance</u>
I	Two times Base Salary	Nil
II	Two times Base Salary	One times Base Salary

Definition

BASIC TERM INSURANCE is composed of term insurance equal to base annual earnings raised to the next \$500.00 and multiplied by 2.

** ADDITIONAL TERM INSURANCE is the optional term insurance which an employee may elect in addition to the basic insurance coverage. It is equal to base annual earnings raised up to the next \$1,000.00.

49.3 The maximum additional term insurance that may be purchased by an employee shall be referred to a tripartite (Society, Management and CUPE 1000) forum for further consideration.

49.4 An employee who meets the following criteria shall be eligible to cash out 50% of his/her Additional Term Insurance.

Criteria:

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

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

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

49.5 Spousal Insurance

49.5.1 Only spouses of active employees are eligible.

49.5.2 The amount will be limited to 50% of the employee's basic coverage.

49.5.3 The entire cost, including administration costs, will be paid by the employee. The employee will pay by payroll deduction.

- 49.5.4** The participation rate will have to be 20-30% otherwise proof of insurability will be required.
- 49.5.5** The premium rate will be different from the rate for employees, and will be experience rated. The premiums would then vary from year to year based on the experience of the previous year.

50 PENSION PLAN

The Pension Plan provisions outlined in the Pension and Insurance Regulations/Rules of the Power Corporation Act are applicable to all employees. The Pension Plan is generally described in the current brochure (effective 1992) "Your Hydro Pension Plan".

- 50.1** All the changes to the Pension Plan heretofore agreed to between the Society and Ontario Hydro have been incorporated into the Pension and Insurance Regulations/Rules.
- 50.2** The Corporation shall not request legislation or Order-in-Council approval for proposed regulations or make rules which would change employee benefits, unless upon mutual consent. Moreover, the Corporation will not unilaterally seek legislation to change access to surplus unless upon mutual consent.
- 50.3 Top Up to 100% Indexing**

The 75% indexing that will be provided on January 1, 1993 and January 1, 1994 will be increased by an additional 25% of the increase in CPI (Ontario CPI, measured from June to June) in each year.

PART XI - RELOCATION ASSISTANCE

The following provisions apply to regular employees and are outlined in the brochure entitled "Relocation Assistance Benefits for Ontario Hydro's Performance Paid Staff" (1993). Employees paid from Salary Schedules 04 and 18 will receive the treatment contained herein when appointed to regular positions, and required to relocate as a result of the Corporation's business.

51 HOUSING ASSISTANCE PLAN**51.1 Intent**

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

51.2 Purchase Guarantee

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

the Purchase Guarantee.

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

51.3 Listing of Property

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

51.4 Sale of Property by Ontario Hydro

- 51.4.1** The employee must be prepared to sign power of attorney **authorizing** Ontario **Hydro** to sell property on the employee's behalf on the first day following the **90** day listing period. If the employee will be unable to vacate the premises at that time, the Employee Relocation Officer must be notified.
- 51.4.2** The Corporation will pay to the employee the difference between the value of the property to Ontario **Hydro** (Purchase Guarantee) and all existing encumbrances, including the advance of equity.
- 51.4.3** When an employee applies for assistance under this procedure, he or she must declare under oath, if required by the Corporation, all encumbrances of any nature or kind whatsoever, including

executions, chattel mortgages, and notices of conditional sales contracts which the employee is obliged to pay.

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

51.5 Advance of Equity

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

- 51.5.1** The employee must repay the advance of equity immediately upon transfer of ownership of the residence in the former location or within six months from the date of issue of the advance, whichever is the lesser.

51.6 House Evaluation and Guarantee - Atikokan Thermal Generating Station (TGS)

- 51.6.1** Employees at Atikokan TGS who are declared surplus and terminated may avail themselves of the Housing Evaluation Guarantee provisions outlined in Article 54.

52 MOVING EXPENSES

52.1 Intent

- 52.1.1** Since the Corporation has province-wide operations, employees may be required to move about the Province as part of their jobs.
- 52.1.2** The Corporation recognizes that there may be a number of relatively costly expenditures associated with moving and will endeavour to ensure that such expenses will be adequately covered.
- 52.1.3** The Corporation will not assume responsibility to compensate for any upgrading in an employee's standard of living which may take place as a result of moving.

52.1.4 The Housing Assistance Plan will apply to the employee's principal place of residence and will not cover summer cottages, commercial real estate holdings or other secondary properties.

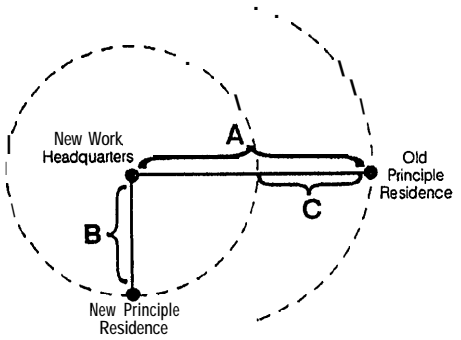
52.2 Minimum Moving Distance

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

- increase in commuting time
- increase in commuting cost
- access to public transit
- personal family considerations
- recognition that the Corporation is not responsible for upgrading the individual's standard of living
- permanence of move to the new work location
- relationship between road distance and radius distance

The review team will balance the results of this review with the business requirements of the unit and may decide to waive or amend the minimum distance rule. Otherwise, the minimum distance rule will apply. The decision of the review team is **final** and binding.

What is meant by **40KM** closer to the new work location is shown in the diagram on the following page.



- . Distance A minus Distance B equals Distance C
- . Distance C must be greater to or equal to 40 radius km

52.2.2

The provisions set out in Subsection 52.2.1 will apply across the Corporation effective January 1, 1994. After that date, any local exceptions must be approved by the ISMC. Local agreements or policies that conflict with Subsection 52.2.1 which were in effect on December 31, 1992 and had been approved at the Director level or above may continue to operate until December 31, 1993.

52.2.3 Expenses for Reimbursement**52.2.4 Household Effects**

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

52.2.5 Legal Fees, Disbursements and Real Estate Brokerage Fees

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

- Legal fees and disbursements actually incurred in selling an old and buying a new residence will be paid by Ontario **Hydro**.
- Legal fees shall be defined to include fees for arranging or discharging a first mortgage when required and will include land transfer tax.
Disbursements shall be defined herein as those items paid by a lawyer on behalf of the employee for services in connection with the purchase or sale of the employee's residence, including land transfer tax and land surveys when required, Ontario New Home Warranty Program if required for a new house, **GST**, and penalty costs to a maximum of three months' interest payments involved in discharging a first mortgage on **the** residence in the former location when required.
- Real estate brokerage fees charged by a real estate agency to the maximum standard **recognized** scale for services rendered in selling the employee's house shall be paid by the Corporation.

52.2.6 Transfer Expenses

A transferred employee is expected to make arrangements to move expeditiously. Reimbursement for actual costs incurred in the move will be allowed as follows:

Transportation to the new location and living expenses

while in transit to the new location will be paid for the employee and family (spouse and dependent children) and any other dependents of the employee's household. A reasonable number of visits by the employee and family, to the new location to assist in the selection of a new principal residence will be paid at the discretion of local Management.

- The employee's living expenses in the new location will be paid for up to one year, providing that the employee continues to maintain the previous principal residence and providing also that the employee demonstrates to Management's satisfaction that arrangements to move the employee's family to the new location are being made as quickly as possible.
- Living expenses of the employee and family during the period while household effects are in transit will be paid.
- Reasonable upkeep costs including mortgage interest on the old residence will be paid for a period of up to three months after the employee has moved to the new residence but still retains title to the old residence due to an inability to sell. If closure of the sale is imminent, the period may be extended by up to six weeks.

52.2.7 Spousal Assistance

An employee will be reimbursed for his or her spouse's job search expenses, supported by receipts, up to a maximum of **\$750.00**.

52.2.8 Rental Assistance

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

- (a) the monthly rent in the old location multiplied by the Corporation's rental differential;

OR

- (b) the amount of the monthly increase in rent.

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

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

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

52.2.9 Rental Management Program

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

52.2.10 Miscellaneous Expenses

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

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

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

52.3 Second Related Move

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

52.4 On Retirement

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

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

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

53 FINANCIAL ASSISTANCE PLAN

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

- (a) the current Ontario Residential Locality Differential Chart (see attached chart for provisions in effect, January 1, 1993); OR
- (b) if either the employee's former location or his/her new location is not on this chart, a house-for-house comparison conducted by the Corporation.

The amount of assistance will depend upon the:

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

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

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

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

	AURORA/NEWMARKET	BARRIE	BRANTFORD	B.N.P.D.	BRAMPTON	DURHAM/EAST	KINGSTON	LONDON	MARKHAM	MISSISSAUGA	NORTH BAY	OAKVILLE	OTTAWA	PICKERING/AJAX	SARNIA	SIMCOE/FORT DOVER	SUDBURY	THORNHILL/RICHMOND HILL	THUNDER BAY	METRO TORONTO
AURORA/NEWMARKET	X	X	K	x	x	x	X	X	1.09	1.06	X	X	K	x	X	X	X	1.11	X	1.19
BARRIE	1.12	X	1.08	X	1.07	1.07	X	1.15	1.06	1.10	1.10	1.14	1.15	1.16	X	X	1.10	1.10	1.16	1.17
BELLEVILLE	1.11	X	X	X	1.08	X	X	1.05	1.31	1.19	K	1.14	1.06	1.07	X	X	X	1.12	1.07	1.17
B.N.P.D.	1.13	K	1.09	X	1.10	1.08	K	1.16	1.45	1.40	1.10	1.15	1.15	1.17	X	K	1.10	1.10	1.17	1.21
BRAMPTON	1.13	X	K	X	X	X	X	X	1.23	1.19	X	1.15	K	K	X	X	K	1.16	X	1.45
DURHAM EAST	1.23	X	K	X	1.10	X	X	1.08	1.35	1.30	K	1.24	1.07	1.09	X	X	K	1.49	1.08	1.55
KINGSTON	1.19	K	1.06	K	1.14	x	X	1.12	1.40	1.16	1.07	1.11	1.19	1.13	K	X	1.07	1.15	1.13	1.64
LONDON	1.14	X	X	K	K	K	X	X	1.15	1.21	K	1.17	X	X	X	X	X	1.10	K	1.46
MARKHAM	X	K	X	X	X	x	K	X	X	X	X	X	X	X	X	X	X	1.11	X	1.11
MISSISSAUGA	X	X	X	X	X	x	X	X	X	X	X	K	X	X	K	K	X	1.14	X	1.21
NORTH BAY	1.20	X	X	X	1.07	K	K	1.05	1.31	1.27	X	1.21	1.05	1.06	X	X	X	1.49	1.06	1.55
OAKVILLE	X	X	X	K	K	K	X	X	1.07	1.04	X	X	X	X	X	X	K	1.18	X	1.21
OTTAWA	1.15	X	X	x	x	x	X	X	1.26	1.21	X	1.17	X	X	X	X	K	1.19	X	1.41
PICKERING/AJAX	1.14	X	X	x	K	X	X	X	1.24	1.21	K	1.14	K	X	X	K	X	1.17	X	1.41
SARNIA	1.19	1.05	1.14	1.05	1.23	1.13	1.08	1.21	1.51	1.41	1.15	1.41	1.11	1.23	X	1.03	1.15	1.48	1.23	1.75
SIMCOE/FORT DOVER	1.12	X	1.08	X	1.17	1.07	K	1.15	1.44	1.31	1.10	1.11	1.15	1.16	X	X	1.10	1.19	1.16	1.70
SUDBURY	1.20	X	X	X	1.07	K	X	1.05	1.11	1.11	X	1.21	1.05	1.04	X	X	X	1.45	1.06	1.55
THORNHILL/RICHMOND HILL	X	X	X	X	X	X	X	X	x	x	X	X	x	x	X	X	X	X	X	1.01
THUNDER BAY	1.14	X	X	X	X	X	K	X	1.14	1.21	X	1.11	X	X	X	X	K	1.17	X	1.47
METRO TORONTO	X	X	X	X	X	X	K	X	X	X	K	X	X	X	X	X	X	X	X	X

Note:

ONTARIO RESIDENTIAL LOCALITY DIFFERENTIAL CHART -- EFFECTIVE DECEMBER 15, 1992

Any factor greater than 1.04 will be entered.
 X will indicate parity or less than 1.05
 Multiply present estimated housing market value by factor as indicated
 by chart to arrive at estimated value of property in a different area.

B.N.P.D.
 DURHAM EAST

Port Elgin & Kingsville
 Whitby, Oshawa & Bowmanville

	AURORA/NEWMKT	BARRIE	BELLEVILLE	B.N.P.D.	BRAMPTON	DURHAM EAST	KINGSTON	LONDON	MARKHAM	MISSISSAUGA	NORTH BAY	OAKVILLE	OTTAWA	PICKERING/AJAX	SARNIA	SIMCOE/PT DOVER	SUDBURY	THORNHILL/R. HILL	THUNDERBAY	TORONTO EAST	TORONTO CENTRAL	TORONTOWEST	
AURORA/NEWMKT	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X
BARRIE	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X
BELLEVILLE	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X
B.N.P.D.	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X
BRAMPTON	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X
DURHAM EAST	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X
KINGSTON	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X
LONDON	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X
MARKHAM	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X
MISSISSAUGA	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X
NORTH BAY	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X
OAKVILLE	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X
OTTAWA	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X
PICKERING/AJAX	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X
SARNIA	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X
SIMCOE/PT DOVER	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X
SUDBURY	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X
THORNHILL/R. HILL	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X
THUNDERBAY	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X
TORONTO EAST	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X
TORONTO CENTRAL	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X
TORONTOWEST	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X

NOTE TO RESIDENTIAL LOCALITY APPROPRIATE CHART EFFECTIVE MARCH 15, 1994

NOTE:

Any factor greater than 1.04 will be entered.
 X will indicate parity or less than 1.05
 Multiply present estimated housing market value by factor as indicated by chart, to arrive at estimated value of property in a different city.

- TORONTO EAST: - Agincourt/Scarborough B.N.P.D. - Port Elgin/Kincardine
- TORONTO CENTRAL: - Don Mills/Willowdale DURHAM EAST: - Whitby/Oshawa
- East York/Leaside
- TORONTO WEST: - Etobicoke/York

54 HOUSE EVALUATION AND GUARANTEE PLAN

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

55 COMPENSATION WHEN ASSIGNED TO TEMPORARY WORK HEADQUARTERS**55.1 Intent**

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

Employees will be reimbursed for all reasonable out-of-pocket expenses associated with being assigned to the Temporary Work Headquarters.

Employees will be reimbursed for any additional travel costs beyond their normal travel costs to their Regular Work Headquarters.

- Travel time on the first trip to, and on the last trip from, the Temporary Work Headquarters shall be either during normal scheduled hours or compensated in accordance with Article **58** (Travel Time) if outside normal scheduled hours.

Selections for Temporary Work Headquarter assignments should not be made on the basis of travel cost considerations.

55.2 Definitions

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

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

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

55.3 Compensation When Remaining at Temporary Work Headquarters (TWHQ)

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

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

- (c) On intermediate weekends, if the cost of remaining at the **TWHQ** would be less than the cost of a return trip, the employee may claim actual travel costs up to the cost of remaining at the **TWHQ**. If the cost of remaining at the **TWHQ** is greater than the cost of a return trip, the employee may be reimbursed for all travel costs incurred for a return trip on that weekend.
- (d) For employees who reside in rental or leased accommodation at the **TWHQ**, cost of travel on intermediate weekends will be based on the lesser of a per diem rate based on the daily costs of normally used local hotel/motel accommodation (meals included) or actual travel costs (less normal travelling costs).
- (e) Travel time will not be paid for return trips to home on intermediate weekends.

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

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

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

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

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

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

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

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

55.6 Exception

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

PART XII - TIME WORKED OUTSIDE NORMAL HOURS**56 ON-CALL SERVICE**

The following on-call service provisions shall apply.

56.1 Definition

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

56.2 Payment

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

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

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56.2.2 Effective January 1, 1993, the on-call service payment for any 16-hour period outside normal work hours is fifteen dollars (\$15.00).

56.2.3 Effective January 1, 1993, the on-call service payment for any 24-hour period outside normal work hours (i.e., Saturday, Sundays, Statutory Holidays and granted days) is twenty-six dollars (\$26.00).

56.2.4 Effective January 1, 1993, the maximum on-call service payment for a normal work week is one hundred and twenty-seven dollars (\$127.00).

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

57 OVERTIME

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

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

57.2 Day Workers

Overtime Worked	Overtime Hours	Rate of Payment
Monday to Friday	Authorized overtime beyond normal scheduled hours worked in the day	Time and one half (T-1/2)
Saturday	Authorized overtime	Time and one-half (T-1/2)
Sunday	Authorized overtime	Two Times (2T) <i>4/1</i>
Statutory Holiday	Authorized overtime	Monday to Friday? Two times (2T) for all unscheduled hours plus a Statutory Holiday credit. Saturday: Two times (2T) for all unscheduled hours worked.

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57.3 Shift Workers

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

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

57.5 In addition to employees covered under Subsection **57.4**, employees who are directly involved in the operation, maintenance or construction of production, transmission or distribution facilities (exclusive of head office staff) and who directly supervise or work beside **CUPE 1000** employees will be compensated with the equivalent to **CUPE 1000** overtime premiums for all overtime worked, including the minimum payments received by **CUPE 1000** staff for both emergency and scheduled overtime. Employees work beside **CUPE 1000** employees if, as a regular part of their job, they are required to work with **CUPE 1000** staff on essentially the same job, under the same general conditions, and their presence at site for the overtime in question is necessary for task progress.

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

58 TRAVEL TIME

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

58.1 General

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

58.2 Excessive Travel

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

- the amount of travel time that is required (hours per day, week and month)
- the choice of travel options
- the cost of travel choice/option
- if the employee travels with **CUPE 1000** employees (i.e. , internal relativity)
- the time above and beyond the employee's normal travel time between home and normal work headquarters
- the desire to compensate for travel time with time off

Where there is no mutual agreement, excessive travel time shall be defined as follows and compensated at straight time:

- the travel **time** in excess of one hour at the beginning and end of the normal scheduled day and greater than the employee's normal travel time; OR
- where the daily rate is not exceeded, the travel time in excess of five hours per week greater than the employee's normal travel time; OR
- where neither the daily nor weekly rate is exceeded, the travel time in excess of twenty (20) hours per month greater than the employee's normal travel time.

- b) When a special assignment calls for departure from the employee's home in the evening, or on a regular day off, time spent in travel will be compensated at straight time.

58.3 Emergency Overtime Work

✓ Time spent in travel when called out for any emergency overtime work shall be considered as overtime (see Article 57 "Overtime").

58.4 Attendance at Seminars, Conventions, Etc

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

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58.5 Flexibility

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

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

59.1 Definitions:

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

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

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

59.2 Shift Workers

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

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

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

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

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

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

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

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

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

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

Shift Premiums:

$$\frac{42.443}{99999}$$

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

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

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

Shift Differentials:

$$\frac{44}{100000}$$

- For work on an **8-hour** afternoon shift (1600 - 2400 hours) - **70¢** per hour worked

$$\frac{45}{100000}$$

- For work on an **8-hour** night shift (0000 - 0800 hours) - **95¢** per hour worked

For work on a **12-hour** night shift only - **\$1.10** per hour worked.

59.4 Information Management Systems Division (M&P)

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

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

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

60 SHIFT WORK (FM&P)**60.1 Intent**

- Assignment of FM&P staff to shift will normally be on a voluntary basis. However, in the absence of any qualified volunteers, the Corporation reserves the right to appoint specific individuals to perform the work.

An employee who has volunteered may opt out of a shift arrangement by giving one month's written notice, subject to the above.

Except in an emergency situation, at least seven days' notice will be given with respect to shift change notices.

The Corporation will propose shift arrangements and seek the Society's input on proposed shift arrangements.

A minimum period for a shift is four days.

- The Corporation reserves the right to terminate specific shift arrangements by giving one month's written notice.

60.2 Definitions: (See Article 59)**60.3 Shift Differentials**

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

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

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

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

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

60.4 Shift Premiums

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

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

60.5 Overtime

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

60.6 Time Balancing

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

For positive time balances the employee may elect:

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

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

Overtime hours are not counted in the time bank.

60.7 Special Circumstances

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

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

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

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

61 COMPENSATION AND WORKING CONDITIONS -12-HOUR SHIFT SCHEDULE

The following provisions apply to employees in the Fossil Business Unit (FBU) and Ontario Hydro Nuclear (OHN) who work a 12-hour shift schedule.

61.1 General Provisions

- 61.1.1** The 12-hour shift schedule will average the regular scheduled hours per week for employees and will indicate the days and hours of work (shift) for each employee. Payment will be determined in accordance with this Article and as outlined elsewhere in Article 59 ("Shift Work (M&P, TMS/TS, OSS, SCO)").
- 61.1.2** The implementation of 12-hour shift work will be on the understanding that its application will not result in any appreciable increase in cost to the Corporation.
- 61.1.3** The Corporation or the Society Board of Directors shall have the right to terminate 12-hour shift work. Written notice must be provided by the Department Manager to the Society President or vice versa.
 - a) If the notice is two months prior to the end of the current schedule, 12-hour shift work will terminate at the end of the current schedule. Reason(s) for termination will be provided by the respective party.

- b) The **12-hour shift** schedule may be cancelled immediately by the Corporation should any of the following be adversely affected: safe operation of plant; health of shift workers; public safety.

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

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

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

61.2 Shift Differential

A shift differential of **\$1 .10** per hour worked will be paid to **12-hour** shift employees for each night shift hour worked, in accordance with Article **59.3** ("Shift Work (M&P, TMS/TS, OSS, SCO Staff)").

61.3 Shift Premium

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

Shift Premiums:

Shift work on Saturdays and Sundays	50% of 95% of the MP4 reference point rate per hour worked
Shift work on Statutory Holidays	95% of the MP4 reference point per hour worked

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

61.4 Overtime

61.4.1 **Authorized** overtime beyond **12** hours of work on scheduled workdays Monday to Saturday inclusive and all hours worked on

scheduled days off Monday to Saturday inclusive shall be compensated in accordance with the overtime provisions of this Agreement.

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

61.5 On-Call

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

61.6 Special Conditions

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

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

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

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

61.6.4 Jury Duty and Attendance at Court

61.6.5 Funerals

61.6.6 Moving Day

61.6.7 Time Charges for Attendance at Delegates' Council and meetings

of the Society's Board of Directors.

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

61.8 Minimum Availability Requirement (MAR) List

61.8.1 In order that a sufficient number of shift employees are on duty to maintain and ensure a continuous operation at any Department **utilizing 12-hour** shifts, a MAR List will be prepared.

61.8.2 A sufficient number of employees, by job classification and qualifications, will be determined by the Corporation. Employees will volunteer their willingness to be called in to work in this situation, by placing their name on the MAR List under the day(s) they wish to be called. If there are no volunteers, the Corporation reserves the right to assign employees to the MAR List. Employees will not be placed on the MAR List who are scheduled to work on an adjoining shift.

61.8.3 An employee on the MAR List agrees to be available during the Required Availability Period (**RAP**), to report to work to cover short-term absence. The RAP is the period of time commencing two hours prior to each shift change and **ending** one hour after each shift change.

61.8.4 If an employee whose name is on the MAR List cannot be available for the specified day(s), the employee must arrange for a substitute acceptable to the Corporation, whose name then would be added to the MAR List.

61.8.5 Volunteering or being assigned to the MAR List for RAP periods does not entitle the person to any compensation, i.e., on-call pay, etc., nor does it guarantee that overtime will result.

61.8.6 In the event that an employee is called to work from the MAR List, he/she will be entitled to overtime premium rates (outlined in Section **61.4**) for all hours worked.

61.9 Ontario Hydro Nuclear (OHN)

Time-balanced **12-hour** shift work will be introduced in a OHN Department when the following conditions are met:

- 61.9.1** More than fifty percent (50%) of employees who vote in that Department must vote in favour of **12-hour** shift work.
- 61.9.2** More than fifty percent (50%) of all eligible shift workers who vote in that Department must vote in favour of the **12-hour** shift work.
- 61.9.3** The vote will be determined by a secret ballot **scrutinized** jointly by appointees of the Corporation and the Society Board of Directors.
- 61.9.4** Employees eligible to vote are those employees normally assigned to shift and may include Shift Supervisors, Shift Supervisors in Training, Shift Operating Supervisors, Shift Maintenance Supervisors and Shift Mechanical/Service Maintenance **TMS/TS** .
- 61.9.5** Although the content, preparation, costing and administration of shift schedules is the sole responsibility of the Corporation, the preference of the majority of shift workers in a station/department/plant for a particular basic type of schedule will be considered. Such preferences must be made known to the Corporation 4 months in advance of the starting date of the new schedule. Master Schedule Guidelines are attached as Appendix II.
- 61.9.6** Supernumerary Shifts while working on the **12-hour** shift schedule, will be **0800 - 1600**.
- 61.9.7** Three supernumeraries can be exchanged for working two **12-hour** regular days off. Supernumeraries can be shift changed to shift crews on a **3:2** supers to shift crew basis.
- 61.9.8** When a regular shift commences before midnight and continues after midnight, all hours during the continuous shift shall, for pay and time balance purposes, be recorded and treated as if they occurred during the calendar day in which the shift ends.
- Exception:** The Statutory Holiday shift premium shall be paid on an actual hourly-as-worked basis.
- 61.9.9** Shift workers with a plus or minus four hours time balance assigned to day work or shift for an indeterminate period of time may be required to take off or work a four-hour period respectively, but no payments, premium or otherwise, will apply

to such time worked as an extension of a normal eight-hour day to resolve a minus time balance.

- 61.9.10** For the day on which an election occurs and up to three days before and after, all employees on **a12-hour** schedule will be changed to an eight-hour schedule unless joint agreement is reached to do otherwise.

61.10 Fossil Business Unit (FBU)

In the Fossil Business Unit, time-balanced **12-hour** shift work will be introduced at a work location when the following conditions are met:

- 61.10.1** If local management determines that it is appropriate that Shift Superintendents and Shift Operating Supervisors work the same shift schedule, **51%** or more of those eligible to vote in each classification and **70%** or more of those eligible to vote in both classifications must vote in favour of **12-hour** shift work.
- 61.10.2** If local management determines that it is appropriate that Shift Superintendents and Shift Operating Supervisors work different shift schedules, then **Shift** Superintendents and Shift Operating Supervisors will vote independently for **12-hour** shift work. In order to implement **12-hour** shift work **70%** or more of those eligible to vote in the classification must vote in favour.
- 61.10.3** In order to implement **12-hour** shift work at stations with Production Shift Supervisors, **70%** or more of the Production Shift Supervisors must vote in favour.
- 61.10.4** The vote will be determined by a secret ballot **scrutinized** jointly by appointees of the Corporation and the Society Board of Directors.

APPENDIX I

12-Hour Shift Monitoring Criteria

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

APPENDIX II

Master Schedule Guidelines

- 1.0 All work groups must follow the same schedule.
 - 2.0 An excessive number of **12-hour** shifts cannot be worked in sequence. **Three** would be the maximum for nights; four would be the maximum for days.
 - 3.0 At least 48 hours off will immediately follow each sequence of shifts. At least two regular days off will be schedule in each week.
 - 4.0 Time balances **should cycle** between +36, with an additional +4 hours as an exception.
 - 5.0 Other specific rules in Section **61.9** of the Article should also be noted.
- Note:
1. Supernumerary shifts will be worked between the hours of **08:00** and **16:00**. These shifts will be spread evenly throughout the year except for July and August. Supernumerary shifts will only be scheduled in July and August if required for outage schedules.
 2. For hours actually worked by an individual the following implementation rules **apply**:
 - 2.1 Maximum of 3 night shifts in a row, except for MAR list needs.
 - 2.2 A minimum of **48** hours off per pay period, except for MAR list needs.

62 SHIFT TURNOVER

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

- Payment Per Shift Turnover -

<u>Salary Grade</u>	<u>Fossil Stations* With Shift Superintendents</u>	<u>Fossil Stations** With Production Supervisors-Shift.</u>	<u>IMSD, Grid and Nuclear Stations</u>
MP6			\$16.40
MP5 (SCO4)			15.30
MP4 (SCO3)	9.60	4.80	14.40
MP3 (SCO2)			13.50
MP2 (SCO1)			12.65
MP1 (SCT)			11.90
TMS 05			12.60
TMS 04	3.90	3.90	11.80
TMS 03			11.10
TMS 02			10.40
TMS 01			9.70
TS 09			11.40
TS 08			11.10
TS 07			10.70
TS 06			10.40
TS 05			10.00
TS 04			9.60
TS 03			9.20
TS 02			8.80
TS 01			8.40

* Thunder Bay, Lennox

** Lakeview, Lambton, Nanticoke

63 COMPENSATION FOR AUTHORIZATION AS A NUCLEAR SHIFT SUPERVISOR

- 63.1** An employee who receives initial **authorization** to act as a Nuclear Shift Supervisor on or after January 1, 1993 will receive a bonus of **\$7,000**.
- 63.2** An employee who was previously **authorized** to act as a Nuclear Shift Supervisor and who has become **reauthorized** to act as a Nuclear Shift Supervisor at a different station after January 1, 1993 will receive a bonus of **\$5,000**.

PART XIII - WORKING CONDITIONS**64 EMPLOYMENT CONTINUITY****64.1 Scope**

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

64.1.1 Preference for Regular Employees

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

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

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

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

64.1.2 Grievability/Arbitrability

Employees may use the grievance/arbitration procedure to appeal decisions of the joint teams referred to in this Article if they believe they have been treated unfairly. The recommendations and decisions by other Joint Planning teams and other Joint Reasonable Offer teams are without prejudice and cannot be used as precedents in grievance arbitration.

64.2 Preamble and Principles of Operation

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

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

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

64.3 Definitions

- 64.3.1** “BASIC SEARCH/NOTICE PERIOD” shall mean a **16** week period during which a **confirmed** surplus employee has “priority consideration” for vacancies.
- 64.3.2** “CONFIRMED SURPLUS” shall mean a surplus status which shall follow “declared surplus” status. It applies to those employees who are actually surplus to the work requirements of the **organizational** unit described by the “Unit of Application”. The surplus employees’ basic and service based search/notice period begins upon written receipt of this status.
- 64.3.3** “CONSENSUS” shall mean an agreement on a given issue that all parties to the agreement can live with and publicly support.
- 64.3.4** “DECLARED SURPLUS” shall mean a surplus status that shall precede the **confirmed** surplus status. It applies to those employees who most likely will be confirmed surplus if redeployment efforts do not result in placement. The length of time of this status is no less than eight (**8**) weeks.
- 64.3.5** “EMPLOYMENT CONTINUITY” shall mean the obligation on Ontario **Hydro’s** part to provide opportunities and options to maintain productive and rewarding employment within Ontario **Hydro** and in the event that such opportunity is not available, to provide fair and reasonable employment adjustment and terms and conditions for departure. It is an obligation on the part of the employee, the Society and Ontario **Hydro** to actively participate in the redeployment process.
- 64.3.6** “LATERAL POSITION” shall mean a job paid from:
- a) the same salary schedule and is the same salary grade as the employee’s current grade;
 - or
 - b) a different salary schedule in which the salary level is equivalent to the employee’s current job measured by salary grade Reference Points (**100%**).
- 64.3.7** “PRIORITY CONSIDERATION” shall mean an obligation to select the most suitable candidate from amongst the qualified surplus applicants for advertised vacancies for whom the vacancy represents a lateral or lower-rated position. If there are no

qualified surplus applicants management is then obliged to select the most suitable candidate from amongst those surplus applicants who can become qualified in a reasonable period of time. "Priority consideration" is provided to both "declared" and "confirmed surplus" employees.

- 64.3.8** "PROMOTION" shall mean a position in which the demands and responsibilities are greater than in the employee's current job and the position is a minimum of one salary grade higher than the employee's current job if rated on the same salary schedule or the equivalent of one salary grade higher if rated on a different salary schedule.
- 64.3.9** "SENIORITY" shall mean all prior service with Ontario **Hydro** regardless of breaks in employment, employee category and/or bargaining unit/ representational status. Regular employees who currently work reduced hours or have done so in the past, will have such service calculated as if it were full time. In the event that a contractor is determined to be dependent, service shall be counted from the date of a declaration of dependent contractor application to the **OLRB** or the date of joint agreement between Ontario **Hydro** and the Society regarding contractor status.
- 64.3.10** "SERVICE" for the purpose of calculating severance shall mean the employee's Established Commencement Date (**ECD**) and does not include any external experience credits. Employees who have received severance pay under this Article shall not be entitled to the service used to calculate previous **severance** pay in any future employment with Ontario **Hydro**.
- 64.3.11** "SERVICE BASED SEARCH/NOTICE PERIOD" shall mean a search/notice period based on the **confirmed** surplus employee's Service Recognition Date (**SRD**) plus External Experience Value (**EEV**), during which a confirmed surplus employee has "priority consideration" for vacancies.
- 64.3.12** "UNIT OF APPLICATION" shall mean the **organizational** unit (eg. **Dept, Div, Branch, etc.**) in which seniority and the identification of surplus staff shall be administered.

64.4 Notification and Involvement of the Society

64.4.1 Notification

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

An adverse impact may arise due to **organizational** and operational changes that include **technological** changes, workload changes, and business process **reengineering** and all other circumstances where the numbers of Society represented employees are reduced and/or positions with incumbents are either eliminated or significantly changed (e.g. a change to job duties and/or skills/qualifications and/or rate as covered in the job document).

n/a

see p. 131

64.4.2 Involvement

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

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

a) Joint Consultation

Ontario **Hydro** and the Society will discuss the issue and attempt to reach a jointly acceptable course of action.

Failing an agreement, Ontario **Hydro** will make the final decision.

b) Joint Recommendation

Ontario **Hydro** and the Society will attempt to reach consensus on an issue which will form the basis of a recommendation to senior management.

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

c) Joint Decision

Ontario **Hydro** and the Society are obliged to reach an agreement on the issue.

64.5 Set up Joint Planning Team - Communications to Staff

Ontario **Hydro** shall decide the **organizational** structure required to carry out approved work programmes.

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

Directors (or Vice Presidents) shall meet to discuss with the Joint Planning team on the number and type of positions that will no longer be required.

64.6 Joint Planning - Redeployment Process

The Joint Planning Team will review its proposed redeployment plan with the Director (or Vice President) and Society Unit Director(s) in the work unit in at least two stages. The first report will include recommendations/decisions with respect to:

- a) The Unit of Application for identification of Surplus Staff (refer to **64.6.1**)
- b) Development of a process and strategies for redeploying staff within the Unit of Application. (refer to **64.6.2** and **64.7.2**)

The second report will include recommendations/decisions with respect to:

- a) The preparation of seniority lists and identification of surplus staff (refer to **64.6.5** and **64.7**)
- b) Identification of redeployment tools for the purpose of **minimizing** involuntary terminations (refer to **64.6.5**, **64.6.6**)

The Director (or Vice President) will be required to:

- a) approve each report as a package; or
- b) request the team to reconsider specific issues and to either **confirm** or

agree to change specific recommendations.

Failing joint agreement on the team's proposal in full, the Director (or Vice President) will be required to reject the proposal in full and implement a plan based on the defaults in this Article. Differences related to the interpretation, application or administration of the redeployment plan may be submitted to the grievance/arbitration procedure.

64.6.1 The Unit of Application

In determining the size of the unit for the purposes of identifying who is surplus, the parties will be governed by the following:

- The size of the **organizational** unit will be sufficiently large to provide a fair means of identifying the surplus employee(s).
- The size of the **organizational** unit will be sufficiently small to **minimize** the disruption to both the employee and the work to be done.

A joint recommendation will be made in determining the size of the **organizational** unit.

64.6.1.1 Dispute Over Size of Organizational Unit

Should the parties not agree to the size of the **organizational** unit for the identification of surplus, then the unit size will be the Division/Region.

64.6.2 Process for Staff Changes - Mix and Match

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

64.6.2.1 The procedures for Mix and Match will include the following features:

- No promotions, i.e. only laterals or demotions are permitted in a mix and match process.
- Applies within the affected Unit of Application,
- The process must be open and participatory and involve individual employees in planning and an agreed upon form of posting within the Unit of Application.
- In the event there are more qualified candidates than positions available in the new **organization** then the most senior of the qualified candidates will be selected to fill the positions.
- If a job offer is found to be unreasonable by the Joint Reasonable Offer team, then the employee will be allowed to refuse it and be Declared and Confirmed Surplus with full entitlements.
- Employees who accept a lower rated position or who experience a reduction in hours of work as a direct result of Mix and Match will be entitled to the provisions of **64.8** "Compensation".

64.6.2.2 Available Options if Employee refuses A Job Offer

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

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

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

64.6.3 Identification of Surplus Employees

The Joint Planning team will compare the seniority of employees performing work which requires substantially the same qualifications and experience. In addition the team will compare the qualifications and experience of displaced employees with the qualifications and experience required by lateral or lower rated positions in the Unit of Application and retain the most senior at that level in descending order. Through this process the Joint Planning team shall decide by consensus which employees within the Unit of Application have greater seniority and shall be retained to fill the ongoing positions and which employees have least seniority and shall be declared surplus subject to (a) and (b) below.

Seniority rights apply to lateral and lower rated positions but are not applicable to higher rated positions. Employees who are not supervisors shall not exercise their seniority and displace supervisory employees with respect to supervisory positions unless they have supervisory qualifications.

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

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

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

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

a) Viability of the Work Unit

If the ability of the **organizational** unit to adequately perform its functions is placed in jeopardy by the application of seniority, the Joint Planning team may decide to protect sufficient lesser service employees to restore the viability of the **organizational** unit. If the team is unable to reach consensus, then the Director (or Vice President) will decide. In situations where junior staff are protected by the implementation of this Subsection, and where the Unit of Application is smaller than a Branch, greater service employees who cannot be placed as a result of such protection shall have the right to have their seniority applied across the Branch.

b) Employment Equity

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

64.6.4 Declared Surplus

2/2/04

Employees declared surplus will receive written notice of being declared surplus no less than eight (**8**) weeks prior to the surplus status being confirmed. Surplus status can be withdrawn at any time. From time to time circumstances may arise that warrant an exception to the preceding time limits. These exceptions require

joint agreement. The written notice shall contain:

The cause of the surplus

The reference to this Article

- Advance notice of the date the employee may expect to be confirmed surplus and commence the search/notice period and the expected expiration date for the search notice/period
- The right to Corporate-wide priority consideration for lateral and lower-rated vacancies in accordance with Subsection 65.6.3.
- The total severance entitlement

The date the employee must vacate his/her position

- The expectation that the employee is expected to actively pursue internal and external placement opportunities.

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64.6.5 Redeployment Tools

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

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

64.6.5.1 Voluntary Surplus

An employee from the affected Unit of Application who would not otherwise be surplus may volunteer to be declared surplus subject to the following:

Must result in the withdrawal of surplus status from a surplus employee.

- The employee who volunteers will receive the surplus entitlement of the surplus employee that will no longer be surplus

- The surplus employee whose surplus status is to be removed will be the most senior of the employee(s) declared surplus.
- This action will not result in a further disruption to the work in the affected unit.

64.6.5.2 Bridge to Retirement

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

- The surplus employee must make a decision to opt for a bridge within 4 weeks of being declared surplus.
- The period of time that represents the bridge would commence at the end of the search notice period.
- The time period for which the bridge exists will not exceed the equivalent weeks of severance pay.

At the end of the bridging period the employee will terminate employment.

- This decision is irrevocable.

64.6.5.3 Bridging for Future Workload

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

That access to such positions be equitable (**e.g.** involve some form of advertising).

- Surplus employees shall have their surplus status and rights withdrawn when selected to bridging positions.
- Bridging could also include work-sharing and job sharing where there is agreement with the employees involved.

64.6.5.4 Rotations

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

Posting of rotational opportunities should be in accordance with Article 65.

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

The selection process should use formal selection criteria.

- Interviews will be the responsibility of the receiving unit
- Rotations will normally be from six (6) months to two (2) years

Terms and working conditions while on job rotation will be in accordance with Article 65.

- In the event that the search/notice period continues during the rotation, the surplus employee will not be restricted from applying to vacancies or from subsequently being released in a reasonable period of time, if he/she is the successful applicant.

64.6.5.5 Retraining

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

64.6.5.6 Educational Leave

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

Treatment will be in accordance with the Corporate policies on Educational Leave (see Article 90).

64.6.6 External Placement

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

64.7 Confirmed Surplus

At the conclusion of the declared surplus period, a declared surplus employee who has not been permanently placed will be confirmed surplus'. Positions filled by employees who are **confirmed** surplus will normally be eliminated within four weeks of the employee being confirmed surplus. At such point, confirmed surplus employees will be reassigned to work of a different nature. This work should complement and assist the employee's redeployment by ideally providing opportunities to develop skills.

Probationary employees who are declared surplus and not placed by the date of confirmation will be terminated and entitled to a payment equivalent to the 16 week basic job search. A probationary employee will not have the time that he/she is declared or **confirmed** surplus credited towards the attainment of regular status.

The declared surplus employee will receive written notification of being confirmed surplus. The notification will contain the length of the search notice period, the termination date, and will also confirm that priority consideration will continue and the continued need for the employee to cooperate in the redeployment process.

The basic and service based job search periods will commence on the date the declared employee receives written notification that he/she is **confirmed** surplus.

64.7.1 Search Notice Period

64.7.1.1 Procedures

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

- **16** week basic search/notice period, **plus**

- o a service based search notice period equal to the sum of:
 - two (2) weeks per year of service for the first five years of service, and
 - one (1) week per year of service for service greater than five years, and

Employees with relevant previous experience will receive additional service based job search credits based upon their highest salary grade within one year of hiring in accordance with the following:

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

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

The total search/notice period will not exceed 52 weeks.

64.7.1.2 Interruption of Search/Notice Period

Intent:

The search/notice period will run continuously uninterrupted, except where circumstances seriously impede the employee's ability to search for a new job or interfere with the employee's

timely release to accept a new job. In those situations where the search/notice period is suspended, the right to priority consideration is also suspended, except as outlined below.

Specific Circumstances:

a) Ontario Hydro Assignments Outside of Ontario

If the assignment is greater than one year, the surplus employee will be entitled to a **16-week** search/notice period or the remainder of his/her search/notice period whichever is greater, upon return to Ontario **Hydro**. If the assignment is less than one year, the search/notice period will continue unless the employee is not available to search for a new position in which case the search/notice period will be suspended.

b) Secondments

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

c) Pregnancy and Paid Parental Leave

- The search/notice period is suspended when the employee commences the leave. It continues when the employee returns to work.

The rights associated with being declared surplus do not cease during the leave.

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

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

e) Rotations/Temporary Assignments

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

f) WCB/LTD/Long Term Sick Leave

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

64.7.2 Acceptance/Rejection of Job Offers

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

64.7.2.2 Assessment of Suitability

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

Within each category the most suitable candidate will be selected.

Notwithstanding the **above**, local joint agreements in force at the time this Agreement **comes** into effect will be honoured.

64.7.2.3 Right of Refusal - Declared Surplus and 16-Week Basic Search Period

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

64.7.2.4 Right of Refusal - Service Based Search Notice Period

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

- i) terminate employment with severance pay;

or

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

64.7.3 Reasonable Offer Challenge Process

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

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

The team will meet and render a decision within three (3) working days of receipt of the appeal.

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

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

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

64.7.4 Legal Notice of Termination of Employment

It is agreed that the declared surplus notice period and the search notice period associated with the confirmed surplus period are sufficient and full notice as per the requirements of the relevant legislation. This Article is the Adjustment Plan as required under the Ontario Labour Relations Act.

64.8 Compensation

64.8.1 Salary Maintenance

J/a

64.8.1.1 The surplus employee's base rate of pay will be

maintained, including economic increases and special allowances in the case of TMS staff (refer to Article 30), until placement or termination.

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

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

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

64.8.2 **Reduction in Hours of Work** (Applicable to Employees paid from Salary Schedules with base 35-hour work week)

64.8.2.1 **Principles**

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

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

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

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

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

64.9 Severance, Lump-Sum Payments and Voluntary Resignation

64.9.1 Severance

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Severance pay for the purposes of this Article will be calculated at a rate of two (2) weeks for each year of service at the termination of employment date. It will be calculated at the weekly rate for base hours of work for the full-time position (refer to Section 72.2) to the nearest whole month (30 days). Credit will be given on a prorated basis for any service which exceeds a whole year to the nearest whole month (30 days). The relativity allowances paid to TMS staff will be treated as base salary in the calculation of severance for TMS staff.

Severance pay is paid only when employment has terminated.

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

The maximum amount of severance is 52 weeks.

64.9.2 Lump Sum Payments and Voluntary Resignation

Declared surplus and confirmed surplus employees are entitled to voluntarily resign their employment rather than proceed with redeployment.

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

a) Voluntary Termination During the Declared Surplus Period

100% of their remaining declared surplus period plus their basic search notice period plus 50% of their service based search notice period plus 100% of their severance pay entitlement.

b) Voluntary Termination During the Basic Search Notice Period

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

c) Voluntary Termination during Service Based Search Notice Period

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

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

64.9.2.1 Previous Severance and Lump Sum Payment

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

64.10 Purchased Services

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

- a) If the declared surplus employee voluntarily terminates his or her employment prior to the end of the declared surplus period he/she will be entitled to:

75% of the unused portion of the declared surplus period **plus** the basic search/notice **plus 50%** of their service based search notice period **plus** severance pay.

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

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

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

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

64.10.3 Cancellation of Purchased Services

If the Purchased Services Agreement (**PSA**) outlined in Appendix 1 to the Collective Agreement is cancelled and it is not agreed who is the responsible party, a determination will be made by an

acceptable third party arbitrator as to which party to this Agreement was responsible for causing the cancellation.

If the Society is deemed to be responsible then Subsection 64.10.1 of the Employment Continuity Article will cease to be operative.

If the Corporation is deemed to be responsible then regular employees who satisfy the criteria listed below (a and b), will be entitled to the provisions of Subsection 64.10.1 and in addition will have their service based search/notice period extended by 50%:

- a) where employees become surplus as a direct result of the contracting out of their work; or
- b) where there are surplus employees in a Unit of Application and work normally performed by Society represented employees and for which the surplus employees are qualified to perform is to be contracted out within the same Unit of Application. This is limited to contracts that will last for at least six (6) months.

64.11 Termination of Employment

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

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

64.12 Recall Rights

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

- a) a terminating surplus employee will be eligible for either:
 - a weekly paid severance payment with entitlements to recall;
 - or
 - a lump sum severance payment with no right to recall.

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- b) terminated surplus employees will be eligible for recall rights for up to 12 months from the date of their termination.
- c) former surplus employees with recall rights will be considered for vacancies in the bargaining unit on the same basis as other non-surplus Society-represented employees including their right to grieve non-selection (refer to Subsection 65.6.3).
- d) weekly severance payments will cease in the event a terminated former surplus employee is rehired.
- e) severance pay received prior to recall will be subtracted from any future severance pay entitlements under this Article.
- f) persons on recall are not employees and shall not be entitled to any benefits provided to employees except recall rights as noted above.

64.13 Relocation and Housing Assistance

- 64.13.1 Ontario Hydro will restructure the cost of relocation so it mitigates the disincentive in the redeployment of surplus staff.
- 64.13.2 A surplus employee in a community where Ontario Hydro's presence influences the housing market, e.g. Atikokan, Port Elgin, etc. may avail himself/herself of the House Evaluation and Guarantee Plan in accordance with the Corporate policy.

65 VACANCIES (RELIEF, ROTATIONS AND SELECTIONS)

65.1 Intent

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

65.2 Definitions

"Relief" assignments will mean short term assignments (normally up to 3 months) where the individual may not be required to perform all of the duties and responsibilities of the position.

"Rotations" will mean assignments normally greater than 3 months but not exceeding 2 years in duration.

“Selections” will mean the process used to fill on-going positions with qualified employees.

65.3 Advance planning

Prior to filling the work assignment, Management will determine whether the need is for:

- relief
- rotation
- selections for ongoing positions

65.4 Relief

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

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

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

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

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

65.5 Rotations within the bargaining unit. (This Article does not apply to rotations outside the unit)

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

65.5.1 Principles

Job rotations serve many purposes such as:

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

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

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

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

65.5.3 The optimal selection process is one in which the employee's interest in the job rotation opportunity, the sending unit's ability

to release the employee and the receiving unit's interest in **the employee coincide. Rotations will be voluntary.**

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

- 65.5.4** Employees selected for rotation will be provided with a letter in advance of the rotation stating the nature, terms and conditions of the assignment, including rotation duration and details of the performance appraisal process. These terms and conditions should be mutually acceptable.
- 65.5.5** An employee, other than those who are declared/confirmed surplus, who accepts a job rotation will be given a guarantee by the sending unit that he/she can return to his/her original position, if available, or to a comparable position normally with the sending unit.
- 65.5.6** Terms and working conditions while on a job rotation will comply with all applicable Articles in the Collective Agreement concerning pay treatment, overtime, performance pay plan and appraisal process, moving expenses, **travel expenses and related Corporate policies.**
- 65.5.7** Employees should not be restricted from applying to advertised vacancies or from being subsequently released from the rotational assignment if selected where the employee is surplus or the vacancy represents a promotion.
- 65.5.8** Performance feedback is an essential ingredient in any rotational assignment and should be provided during and upon completion of the rotation. A rotation should not normally have a negative effect on an employee's performance pay standing.

65.6 Selections for Assignments other than Relief or Rotations

- 65.6.1** All vacancies for assignments which do not fall **into** the category of relief or rotations shall be advertised Corporate-wide unless there is agreement with the Society Unit Director or the following conditions apply:
 - a) **during implementation of Article 64 (Employment Continuity);**

- b) laterals or demotions in the case of sickness; employees with disabilities or special needs; employees returning from rotations, **LTD**, leaves of absence, foreign assignments, **secondments/assignments** outside Ontario **Hydro**;
- c) performance management, that takes place following consultation with the Society;
- d) ongoing exceptions in specified **organizational** units where there has been joint agreement of the **JSMC**;
- e) promotion-in-place plans or proposals which have the joint agreement of the **JSMC** providing such proposals or plans include a sunset clause and are based on a developmental plan to an end position. The position should be advertised in a manner which informs employees that the position is included in a promotion-in-place plan and that where the best candidate does not satisfy the qualifications or experience required for the position the employee may be offered the position at a lower rate and promoted in place.
- f) a regular position currently held by an employee, where a job review has resulted in a change in salary schedule and/or salary grade.
- g) to fill vacancies with the same occupation code within six (6) months of the ongoing posting, in which case management may select from the previous list of candidates, after checking that surplus employees have not become available for consideration since the vacancy was last advertised;
- h) to meet legislation requirements,

65.6.2 All applications which represent a promotion must be processed.

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

- a) Applications from employees with less than one year's service in their current position will be processed and considered if the employee's supervisor agrees.
- b) Applications from employees with one to three years' service in their current position will be processed and

considered if, in the opinion of the current supervisor and **the hiring supervisor, the move on balance would be in the best interest of Ontario Hydro and the employee.**

- c) Applications from employees with over three years' service in their current position will normally be processed and considered unless the move would seriously **jeopardize** the viability of the work unit.

65.6.3

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

- a) Surplus Society-represented applicants for whom the vacancy represents a lateral or demotion including surplus trainees applying for **MP2** or equivalent or lower rated positions on Schedules **01** and **02** who have progressed to at least Step 5 and who were mixed and matched with Schedule **01** and **02** employees;
- b) Surplus employees paid from Salary Schedules **04** or **18** who were not mixed and matched with Schedule **01** and **02** employees and who have greater seniority than Surplus Applicants on Salary Schedules **01** and **02** will have priority consideration for **MP2** and equivalent or lower rated vacancies before the applications from all other individuals other than those in (a) above.
- c) Surplus applicants from positions that are excluded from the Society (i.e. Management Function) and for whom the vacancy represents a lateral or demotion;
- d) All other internal applicants excepting temporary employees plus persons with recall rights (Section **64.12**).
- e) Temporary employees
- f) Applicants external to Ontario **Hydro**

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

who requires additional training to perform the job requirements will be provided with assistance to obtain the necessary training and development to perform the new job requirements. Ontario Hydro will restructure the cost of retraining so it mitigates the disincentive in the redeployment of surplus staff.

A determination that none of the applicants in category (a) is qualified or qualifiable within a reasonable period of time is required before considering the applicants from the next category. The same is true with respect to category (b).

Ontario Hydro agrees to grant priority to surplus Society represented employees who apply for positions excluded from all union jurisdictions and for whom the vacancy represents a lateral or demotion, after the consideration of surplus applicants who are excluded from all unions for whom the vacancy represents a lateral or demotion and prior to consideration of all other applicants.

65.6.4

In determining who is the best qualified candidate for positions, the primary basis for the selection of employees is their assessed capability to perform the necessary work. The selection criteria would normally include but not be limited to the following:

- a) requirements including skill, knowledge, education, experience, **transferrable/generic** skills such as analytical skills, communications skills, project management skills, consulting skills, self-management skills, accountability, responsibility, **etc**;
- b) the candidate's past track record and what s/he brings to the position;
- c) the candidate's potential to develop competence for more senior positions;
- d) the need to meet legislative requirements;
- e) the need to balance the overall requirements of the work unit.

65.6.5

Employee selection measures which are used as aids in selection decisions shall be job related and be used in a manner that is fair and equitable to the individuals being assessed. Individuals will be entitled to prior knowledge of the selection criteria and be entitled

to information with respect to their performance in the selection process upon request.

- 65.6.6** Applicants to advertised vacancies are to be advised of the status of the vacancy (and of their applications) within a reasonable period of time for each successive step they qualify for.
- 65.6.7** When outstanding vacancies remain unfilled for longer than six months, employees in the work unit concerned should be advised of the reason for not filling such vacancies.
- 65.6.8** All positions on salary schedules **01, 02, 03, 04, 05, 06, 07, 08, 09, 13, 18, 22** which are excluded under the Recognition Clause in the Voluntary Recognition Agreement and first-level **ESR** vacancies including rotational opportunities expected to last longer than six months will be posted on appropriate bulletin boards (and through electronic means where possible).
- 65.6.9** Existing practices for selecting the "best qualified candidate" in filling supervisory positions will continue unless where altered under this Agreement.

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

66.1 Definitions

"Promotion": This occurs when an employee is:

- (a) appointed to a position in which the demands and responsibilities are greater than in the employee's current job and the position is a minimum of one salary grade higher than the employee's current job if rated on the same salary schedule or the equivalent of one salary grade higher if rated on a different salary schedule.

"Higher-Rated" Job: A job paid from:

- (a) the same salary schedule **and** is a minimum of one salary grade higher than the employee's current job; or
- (b) a different salary schedule in which the salary level is greater than in the employee's current job, measured by salary grade reference points (100%).

“Lateral Transfer”: This occurs when an employee is appointed to a job paid from:

- (a) the same salary schedule and is the same salary grade as the employee’s current job; or
- (b) a different salary schedule in which the salary level is equivalent to the employee’s current job, measured by salary grade reference points (100%).

“Demotion”: This occurs when an employee is:

- (a) appointed to a position in which the demands and responsibilities are less than in the employee’s current job and the job is a minimum of one salary grade lower than the employee’s current job if rated on the same salary schedule or the equivalent of one salary grade lower if rated on a different salary schedule.

66.2 Promotion

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

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

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

66.3 Reclassification as a Result of a Job Re-evaluation

Where the salary grade for a job increases with no change in the employee’s actual job duties or responsibilities, the employee will be placed at the same performance standing in the higher salary grade.

66.4 Temporary Assignment in a Higher-Rated Job

66.4.1 Trades Management Supervisors (TMS/TS) and Office Services Supervisors (OSS) will receive a salary increase after five (5) consecutive days when temporarily relieving in a higher-rated position. Where such increases occur, they will be paid

retroactive to the first day of relief. The amount of increase should reflect the increase in job demands and responsibilities.

66.4.2 After fifteen (15) cumulative working days performing in a **higher-rated** job during a calendar year, an employee (other than a **TMS/TS** and **OSS**) shall receive:

- (a) a minimum of a 3 % salary increase when assigned to work in a position one or two grades higher than the employee's normal job;
- (b) a minimum of a 5 % salary increase when assigned to work in a position more than two grades higher than the employee's normal job.

To be eligible for these payments:

- (a) the position must be filled to satisfy operating requirements; and
- (b) the employee must perform all or most of the normal job duties of the position as expected during the course of the assignment.

Where a temporary assignment to a higher-rated position is discretionary and optional for the employee, pay treatment is also discretionary. Discretionary means that the temporary assignment is not required to be filled to satisfy operating requirements, in the opinion of the Corporation, and represents a developmental **opportunity**.

66.5 Lateral Transfer

Normally, an employee who is appointed to a lateral position should receive no increase in current pay.

66.6 Demotions

An employee who voluntarily accepts placement in a lower rated position will have his/her current base salary dollars frozen until the employee's current pay entitlement as determined by the salary grade and performance standing exceeds the frozen level. An employee may apply to the Society in advance of submitting a job application and/or acceptance of a job offer for an exemption from

this provision. Exceptions that occur as a result of performance management (Clause 65.6.1 (c)) require advance consultation with the Society.

67 PURCHASED SERVICES AGREEMENT (PSA)

The Joint Purchased Agreement is set out in an Appendix 1 (Part XVI) to the Collective Agreement.

68 HOURS OF WORK

- 34
3500*
- 68.1** The M&P Salary Schedule (01) applies to 35 hours of work per week, with regular scheduled hours between 35 and 40 hours per week paid on a prorated basis.
 - 68.2** The FM&P Salary Schedule (02) applies to 35 hours of work per week, with regular scheduled hours between 35 and 40 hours per week paid on a prorated basis.
 - 68.3** The TMS/TS Salary Schedules (08 and 07) apply to 40 hours per week.
 - 68.4** The SEI Salary Schedule (09) applies to 40 hours of work per week.
 - 68.5** The System Control Salary Schedule (03) applies to 35 hours of work per week, with regular scheduled hours between 35 and 40 hours per week paid on a prorated basis.
 - 68.6** The OSS Salary Schedule (05) applies to 35 hours of work per week.
 - 68.7** The M&P Development Schedule (04) and the Auditor Development Schedule (18) apply to 35 hours of work per week.
 - 68.8** The Helicopter Operations Salary Schedule (06) applies to 35 hours of work per week.
 - 68.9** The Nurses Salary Schedule (13) applies to 35 hours of work per week.

69 REDUCED BASE HOURS (40 HOUR WORKERS)

The base hours of work for employees whose regularly scheduled hours of work are 40 hours is 39-1/2 hours per week. Effective April 1, 1994, the base hours of work for

these employees will be reduced by one-half hour to **39.0** hours of work per week.

These employees will continue to work **40** hours per week, banking one-half hour per week at straight time until March **31, 1994** and one hour per week at straight time thereafter, subject to the following:

- (a) The normal scheduled and paid hours of work will remain at **40** per week.
- (b) Overtime rates will be paid for all hours in excess of normal scheduled hours.
- (c) Banked time may be taken on such days as the employee and his/her supervisor mutually agree upon following reasonable advance notice on the part of the employee.
- (d) Banked time may be taken off in a minimum of half day (i.e. four hour) increments.
- (e) Banked time accumulated in a calendar year must be taken by April **30th** of the following year.
- (f) Where an employee is unable to reach mutual agreement with his/her supervisor to take his/her banked time entitlement (except when exhausting sick leave prior to **LTD**), unused banked time entitlement will be assigned on the last working day(s) prior to April **30th**.
- (g) Where an employee falls sick on his/her scheduled banked time off, that day will not be charged against his/her sick leave credits, but shall be treated as banked time off for pay purposes.
- (h) Banked time will not accumulate for any period of unpaid leave exceeding **40** consecutive scheduled hours. Scheduled days off will not be considered as breaking the consecutive nature of scheduled hours. Banked time will accumulate during a paid leave of absence and parental leave.
- (i) When an employee terminates or when an employee is appointed to a job where the normal hours of work are less than **40** hours per week, unused banked time will be paid off at straight time rates.

70 ALTERNATE HOURS OF WORK ARRANGEMENTS

70.1 Principles

- 70.1.1** That any alternative arrangements will positively affect our

customers. That cost, quality, service and value are key to our success.

70.1.2 That work is best achieved when individuals manage their own time and accept the accountability and the responsibility for the results.

70.1.3 That processes for negotiating and establishing hours of work arrangements will be uniform across the Corporation, and accessible to all. The processes will be designed to ensure equitable treatment. However the results of applying the processes may differ from location to location and unit to unit.

70.1.4 That decisions should be made at **the** most appropriate level that is closest to the work being done.

70.1.5 That individual concerns will be factored into group proposals and wherever possible, participation in changed hours of work will be on a voluntary basis.

70.2 Application

The procedure described in this Article applies to all forms of alternate hours of work arrangements, except that the procedure cannot be used to achieve a compressed work week for employees working less than **40** hours per week.

70.3 Definitions

“STANDARD HOURS OF WORK” are to be worked to provide coverage for the business hours. They are:

for **35** hour/week staff - Monday through Friday, 7 hours per day and

for **37.5** hour/week staff - Monday through Thursday, 8 hours/day and **5.5** hours on Friday and

for **40** hour/week staff - 8 hours per day, Monday through Fri.

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

In situations where there is need for **24** hour and/or 7 day/week coverage the hours of work will be a matter of local arrangement.

“NORMAL HOURS OF WORK” are either the standard hours of work or another arrangement as agreed upon using this process.

“STANDARD BUSINESS HOURS” are determined by the needs of the business and the customers.

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

FLOW CHART OF THE PROCESS

Normal hours of work/business hours
 Identify need for change
 Communicate need
 Develop options
 Analysis
 Decision
 Negotiations/Approvals
 Implementation
 Monitoring

70.4 Overtime

Hours worked in excess of the normal hours of work will be considered to be overtime except where there has been agreement between the supervisor and the employee for the employee to work in excess of normal hours to make up time.

The pay treatment for Saturday and Sunday will form part of the Agreement which establishes the normal hours of work.

70.5 Process

70.5.1 Identify need for change

Identification of the desire for change can come from management, an individual or a group. A request to change business hours would normally come from management whereas a request to change working hours would normally come from an individual or group. Where a change to the hours of work for a group is being considered, the Society will be informed and involved in the discussions.

70.5.2 Communicate need for change

A request for a change should be communicated to the other party

in order that deliberations can begin. Requests will be actively considered by the other party within a reasonable period of time. The process will be joint (Society and management) and will use a collaborative approach in which the needs and interests of the parties are discussed in an open and honest manner and decisions are made by consensus.

70.5.3 Develop Options

A list of options will be jointly developed and agreed upon. As a minimum, the following criteria will be considered when **analyzing** the options:

- customer needs
- business needs
- maximum/minimum number of hours that can be worked daily
- overtime/premium provisions
- employee needs
- health and safety considerations
- legal and contractual considerations

70.5.4 Analysis

All options should be **analyzed** using appropriate tools and measures. The analysis should include a discussion of the options considered, their relative merits and the rationale for the recommendation.

70.5.5 Decision

All decisions will be reached by consensus. If consensus is not achieved then the existing "normal" hours remain in effect.

Consensus means everyone can live with and publicly support **the** outcome.

70.5.6 Negotiations/Approvals

Negotiations and/or approvals should occur at the appropriate level closest to the situation. The line Director will determine the appropriate level of management approval and in all cases the management approval must be outside of the bargaining unit. **If** necessary, mid term agreements will be established between

management and the Society to document normal hours of work or normal business hours.

70.5.7 Implementation

Implementation will be on a trial basis initially for an agreed upon length of time and with appropriate cancellation provisions. Criteria for success/failure must be established.

70.5.8 Monitor

The trial will be monitored and evaluated against the criteria. The accountable manager is responsible for monitoring the arrangement.

Following a successful trial period the hours (**business hours** of work) used in the trial period will become the new normal hours.

Monitoring of key indicators will continue to **ensure that the** arrangement remains viable.

In the event that the viability ceases to be **realized**, as determined by either party, the hours of work will revert to the previous “normal” hours unless the parties can jointly find another mutually acceptable alternative. When either party is making a determination about viability it must consider the previously established criteria for success/failure.

71 REDUCED HOURS OF WORK (RHOW) ARRANGEMENTS

71.1 Principles

- 71.1.1** Employees working **RHOW** are regular employees and have equal access to all Corporate policies and agreements (e.g. employment continuity).
- 71.1.2** The **RHOW** arrangement must be mutually beneficial and acceptable to both the employee(s) and to Ontario **Hydro**.
- 71.1.3** The benefit entitlement will be pro-rated, wherever possible and appropriate.

71.2 Definitions

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

“WORK UNIT” is an **organizational** grouping of employees and may be as small as a crew or as large as a branch.

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

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

71.3 Guidelines

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

Productivity levels will be maintained or improved. There should be identification of how this change will potentially affect the productivity of the work unit (including assumptions and rationale used to assess the impact), and identification of the proposed method for follow-up and measurement of productivity impact(s) resulting from the change.

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

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

Effective work flow among work units will be maintained. Other work units impacted by the change, and the anticipated impact of the reduced hours of work arrangement on the work flow among the work units should be identified.

Requirements for supervision must be taken into account. Potential issues relating to supervision (e.g., span of hours), and how the work unit plans to deal with these issues should be determined.

The change to reduced hours should be agreeable to both management and the employee(s) involved. A written Reduced Hours of Work Agreement must be signed to confirm that this matter has been agreed upon by the parties involved.

71.4 General Conditions - Reduced Hours Arrangements

71.4.1 Advertised Vacancies, Performance Pay, and Employment Continuity

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

71.4.2 Established Commencement Date (ECD)

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

71.4.3 Vacation Credit Date (VCD)

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

71.4.4 Service Recognition Date (SRD)

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

71.4.5 Wages

Reduced hours employees will be paid for normal (scheduled reduced) hours worked, based on the hourly rate for their base hours. Wages will be prorated based on the proportion of the

normal (scheduled reduced) hours of work compared to the **base** hours of the work unit or the appropriate full time position.

Example: Base Hours = 35 per week.

Base Salary = \$700.00 per week.

Normal (Scheduled Reduced) Hours = 21 per week.

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

71.4.6 Pension Plan

71.4.6.1 Pension Plan Membership

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

accumulated earnings, including overtime, must equal 35% of the Year's Maximum Pensionable Earnings (YMPE),

and/or

all accumulated hours, including overtime, must equal 700 (scheduled reduced) hours in each of the two previous calendar years.

71.4.6.2 Pension Plan Deductions

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

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

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

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

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

Calendar service will be used to determine eligibility for retirement and death benefits (currently defined by the Pension Retirement/Death Service Date or PR/DSD).

Service credit to define the years of Pension Plan membership (years of membership in the Pension Plan) for pension calculation purposes (currently **defined** by the Effective Date on Pension and Insurance) is prorated. See pension calculation example below.

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

Service for termination benefits, currently defined by the Pension Termination Service Date (PTSD), is to be credited on a calendar basis starting with the date of hire. Service related to the PTSD is not prorated.

71.4.6.3 Pension Calculation

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

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

$$20 + 5/2 + 10 = 32.5 \text{ years pensionable service}$$

$$30 + 5/2 \times 2\% = 65\% \text{ pension.}$$

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

The calculation is as follows:

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

71.4.7 Life Insurance

Coverage is dependent upon being a member of the Ontario **Hydro Pension & Insurance Plan**. The basic insurance (**2** times salary) plus any additional term insurance will be prorated in accordance with the prorating of wages above.

71.4.8 Health and Dental Benefits

Employees will have the option of receiving full benefit coverage for semi-private hospital, extended health benefits, and/or dental benefits, by using payroll deduction to reimburse the Corporation the cost consistent with the appropriate proration. For **example**:

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

71.4.9 Sick Leave

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

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

Annual sick leave credits will be prorated, based on normal hours worked.

Example

100 % Entitlement Accumulation

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

75 % Entitlement Accumulation

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

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

71.4.10 Long Term Disability (LTD)

LTD is dependent upon being a member of the Ontario Hydro Pension & Insurance Plan and benefits will be based on the employee's normal (scheduled reduced) earnings, excluding overtime and allowances.

71.4.11 Accident Insurance

Employees are eligible for 100% benefit.

71.4.12 Statutory Holidays

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

Days worked per week	Number of days entitled to per year
1	2
2	4
3	8
4	8
5	10

The pay on a statutory holiday will be equal to the pay for the average daily hours of the **RHOW** employee. For example:

An employee works 4 days per week @ 5 hrs per day. In accordance with the entitlement table above the employee is entitled to 8 statutory holidays per year. Payment for each statutory holiday will be for 5 hours since that is the average of the 4 days per week the employee works.

71.4.13 Floating Holidays

These will be prorated in the same manner as statutory holidays,

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

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

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

71.4.14 Vacation

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

B. For one year, or more:

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

Example - (a)

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

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

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

Example (b)

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

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

The payment for each day would be for 4 hours since that is the

average number of hours the employee works per day. Therefore the total pay will be 20 days x 4 hours pay = 80 hours pay.

71.4.15 Overtime

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

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

71.4.16 Pregnancy/Parental Leave

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

71.4.17 Unemployment Insurance Contributions

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

71.4.18 Canada Pension Plan (CPP)

CPP contributions are based on gross earnings.

71.4.19 Workers' Compensation Benefits

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

71.5 Termination of the RHOW Agreement

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

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

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

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

71.6 Responsibilities

The Employee(s):

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

The Manager/Supervisor:

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

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

(SAMPLE) REDUCED HOURS OF WORK AGREEMENT

To: _____
Department: _____

Effective date: _____
Type of Arrangement: Individual Job Sharing Temporary Work

The following information is pertinent to your Reduced Hours of Work Agreement with Ontario Hydro.

1. Hours of work:

_____ days (hours) per week, hours per day.

2. salary:

Weekly salary will be \$_____ per week based on scheduled reduced hours of per week at Schedule Grade _____

3. Health and Dental Benefits:

Indicate, by circling the appropriate "yes" or "no", whether or not you are exercising the option of receiving full benefit coverage for semi-private hospital coverage, extended health benefits, and/or dental benefits, using payroll deductions to reimburse the Corporation for the cost consistent with the appropriate proration. Should you elect health and/or dental benefits, the monthly cost will be as follows:

Elected Coverage:

Semi-private hospital coverage	_____%	X	L	-	-	-	Yes	No
Extended Health Benefits	_____%		\$	_____			Yes	No
Dental Benefits	_____%		\$	_____			Yes	No

4. All other terms and conditions will be in accordance with the Article on Reduced Hours of Work for Society Represented staff.

The trial period will be for _____ months. The parties agree that the agreement can be terminated with one month's notice during this trial period in the event the arrangement is unsuccessful.

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

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

cc: Human Resources office Society Unit Director

72 WORK SHARING

(The parties agree to establish a joint team to prepare a mid term on changes to this Article. Until such time as the mid term agreement is entered into, the following provisions are applicable.)

Definitions:

- 72.1** "WORK SHARING" occurs when members of a work unit agree to work fewer hours for reduced compensation in order to accommodate a temporary reduction in workload so that surplus declarations are avoided.
- 72.2** Work sharing arrangements will be restricted to work units experiencing **short-term** reductions in workload.
- 72.3** The manager of the work unit and the affected employees must agree to the implementation of a work sharing arrangement. The Society will be involved in the discussion and negotiation of the work sharing arrangement.
- 72.4** Either party to a work sharing arrangement will have the right to terminate it with **30 days'** written notice. Following the termination of a work sharing arrangement, the previous hours of work arrangement will be reinstated.
- 72.5** Employees participating in a work sharing arrangement remain regular employees.
- 72.6** Reduction in hours of work pursuant to a work sharing arrangement will not exceed **20%** of regular hours and will be matched by an equivalent reduction in salary for a maximum of one year.
- 72.7** Employees participating in a work sharing arrangement will retain **full** benefits coverage during the term of the work sharing arrangement.
- 72.8** Pension, life insurance and **LTD** coverage will continue to be calculated against regular base earnings during the term of a work sharing arrangement.
- 72.9** Employees will not be declared surplus while participating in a work sharing arrangement.
- 72.10** Employees will continue to participate in the performance pay process while participating in a work sharing arrangement.

73 ASSIGNMENT OF NON-BARGAINING UNIT WORK DURING A STRIKE/LOCKOUT

73.1 The following provisions shall apply with respect to the assignment of work ordinarily performed by employees in another bargaining unit, in the event that the members of this bargaining unit are in a lawful strike/lockout situation:

73.1.1 Normally, the Corporation shall not assign an employee to perform non-bargaining unit work unless this work is an essential service.

73.1.2 The Corporation shall not require an employee to perform non-bargaining unit work without the agreement of the employee unless this work is an essential service.

73.1.3 The Corporation shall not discriminate or impose any penalty against an employee who refuses an assignment of work as provided for in Subsection **73.1.2** except for essential service work.

73.2 The Corporation and the Society shall jointly develop a process for identifying essential services by February 1, 1994. If agreement is not reached by this date, the parties will identify essential services using the definition contained in the *Ontario Labour Relations Act (RSO 1990)*.

74 DIRECT DEPOSIT

As soon as possible, employees will be paid weekly by means of electronic deposit. Time exceptions (e.g. overtime) will continue to have a time lag. Such time lag will only be for the period required for the effective operation of the time reporting centres and pay processes.

When *the* electronic deposit is implemented, *the* practice of advance vacation pay will cease.

Implementation details will be reviewed with the Society.

75 CROSSING PICKET LINES OF OTHER UNIONS

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

75.2 During such picket action, some flexibility with respect to the normal **scheduled** hours of work on the part of both management and the employee is particularly desirable.

75.3 Normally, an employee who is prevented from arriving at work for his/her normal starting time due to such picket action will have his/her salary maintained without the requirement to make up the hours missed, subject to the following guidelines:

- (a) An employee is expected to make a reasonable attempt to arrive at work at their normal starting time.
- (b) If an employee who is late for work should have been able to cross the picket line without being late, the no work - no pay principle will apply.

76 THE PROVISION OF FRENCH LANGUAGE SERVICES

This Article provides the terms and conditions under which the Corporation complies with the *French Language Services Act (RSO 1986)* as it applies to employees in the bargaining unit.

76.1 Designated Positions

The Corporation will designate positions that require French language capability, to the extent required by the *Act*. The Corporation shall determine the actual number of positions to be designated and which positions will be designated. It is understood that it may not be necessary to fill all of the designated positions listed below. The designated Society positions* are as follows:

<u>Location</u>	<u>Position</u>	<u>Number Designated</u>
Corporate Relations	Information Officer-Corporate news	1
	Corporate Relations Analyst	1
	Floater Position In Stakeholder Relations	1
	Stakeholder Relations Officer	2
	Stakeholder Relations Officer (Darlington)	1
Georgian Bay	Customer Energy Services Supervisor	1
Northwestern	Customer Energy Services Supervisor	1

<u>Location</u>	<u>Position</u>	<u>Number Designated</u>
Eastern	Information centre Supervisor (Cornwall)	1
	Customer Energy Advisor	3
Northeastern	Customer Energy Services Advisor	4
Western	Customer Energy Services Supervisor	2
	Assistant Corporate Relations Officer	1

Changes to the designated positions require joint agreement between the local Contact Supervisor/Human Resources Manager and the Unit Director. Whenever a change is made to the designated positions list, the Contact Supervisor/Human Resources Manager will provide written notification of the addition to the Manager, Staffing Department, the Society office and the Staff Relations Division. The Manager, Staffing Department will issue an up-to-date version of the designated positions list annually to the Society and the Staff Relations Division. A position can only be removed or modified when it is vacant.

* As of January 1, 1994, the designated positions in the above table were undergoing title changes. These changes will be communicated to the Society when the final job titles are known.

76.2 Job Security

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

76.3 Training

The Corporation will not impose any mandatory training for the purpose of complying with the Act. Any person wishing to take optional external training to obtain French language capability will be provided 100% financial support, so long as the request is in accordance with the Article of this Agreement dealing with extramural training. In locations where extramural training in French is not available, the Corporation will provide, at no cost to the employee(s), self-paced learning packages in order to assist interested staff to become qualified in French.

76.4 Posting and Selection

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

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

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

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

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

76.5 Surplus Staff

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

76.6 Allowance

The Corporation will pay an allowance of **\$18.00** gross weekly. It is **recognized** that the allowance may be paid to all qualified employees in a designated position in a location, rather than just the employees who officially occupy the designated position. This allowance is the same regardless of the number of hours an employee works per week.

The allowance will be paid only while the incumbent is in a designated classification. The payment of this allowance will cease once the employee has been absent for two months. Transfer to an undesignated position, or removal of a position from the designated positions list, will cause immediate stoppage of the allowance.

An employee who relieves in a designated position must have the French language

capability required by the position in order to receive the allowance.

77 PREFERRED PARKING ARRANGEMENTS

- 77.1** For 700 University Avenue, Place Nouveau and 5000 Yonge Street, the Corporation will allocate designated preferred parking spaces for car/van pool arrangements.
- 77.2** Employees who wish to make van/car pool arrangements can apply to the Facilities Services Supervisor, Vanpools and Car-pools.
- 77.3** A car/van pool arrangement is defined as a minimum of three Hydro employees per vehicle.
- 77.4** For other locations Hydro will endeavour to provide similar preferred parking arrangements.

78 SPECIAL CLOTHING

- 78.1** Employees are responsible for providing, at their own expense, suitable clothing for the performance of their regular duties. Subject to certain conditions, outlined below, special clothing may be obtained at the expense of Ontario Hydro for issue to employees.
- 78.2** Ontario Hydro will make bulk purchases of certain types of work clothing, for resale to employees, on the most favourable terms possible.
- 78.3** A limited number of rainproof coats and hats may be obtained and kept available at construction headquarters etc, for persons who normally work indoors, but who are occasionally required to work out of doors under adverse weather conditions.
- 78.4** Safety items that are designed exclusively for such safety purposes will be provided to employees required to perform certain types of work, at no cost to the employee.
- 78.5** All clothing issued by Ontario Hydro will remain the property of the Corporation. Employees may be required to replace item(s) lost or destroyed as a result of their own carelessness.
- 78.6** Staff will be reimbursed for the cost of up to two pairs of protective footwear per year where such footwear is required by Hydro as follows:

Safety boots/shoes 50% of actual cost to a maximum of \$75/pair

Electric Shock

Resistant Footwear 75% of actual-cost to max of \$125/pair

78.7 Requests for special items of clothing not specifically mentioned, but which might be reasonably supplied under the conditions set out above, will be considered, each case on its own merits. Such clothing must be kept available for any **Hydro** employee who may require it for **Hydro** work.

79 PAYMENT FOR USE OF PERSONAL VEHICLE

79.1 Where an employee is **authorized** to use his/her personal vehicle for **Hydro** related business/travel, the rate of reimbursement will be based on the Private Transportation Component of the Canadian **CPI** as reported by Statistics Canada. The rate of **\$0.32** per kilometre will take effect on July 1, 1992.

79.2 Future increases of one cent/km will occur with each additional 10% increase in the Private Transportation Index - 1986 = 100. A decline in the Index below a previously surpassed trigger point for two or more consecutive months will result in a reduction by the appropriate amount of the rate paid.

If the **Hydro** business/travel involves the hauling of household trailers, an additional **\$0.09/km** will be paid. For the hauling of smaller trailers (Camper, **Ski-doo**, boat etc.), the amount will be **\$0.03/km**.

The above rates will apply on a province-wide basis.

79.3 By virtue of receiving the above kilometre rates, the employee is responsible for any expenses incurred involving his/her vehicle while on the Corporation's business. This would include such items as insurance premiums, license fees, traffic/parking violations, maintenance costs, any repairs or replacement of parts, fuel, lubricants and the like. The employee is further responsible for informing his/her insurance company that the vehicle is being used for business purposes, and for paying any additional premium that the insurance company deems fit.

PART XIV - ADMINISTRATION**80 REPRESENTATION ON CORPORATE COMMITTEES**

The parties **recognize** the roles and responsibilities of appointees to committees and task forces, i.e., as a representative of management on the one hand, and the Society, on the other. When an employee represented by the Society is appointed by management, his/her responsibility is to management. When he/she is appointed by the Society, his/her responsibility is to the Society. This role distinction should be made clear at the time of appointment. Notwithstanding the above, and in keeping with Subsection 2.2 (Supervisory Employees - Code of Ethics), management will endeavour to appoint its representatives having regard to the Society's interests in effective representation.

81 GUIDELINES FOR SOCIETY REPRESENTATIVES ON CONTINUOUS QUALITY IMPROVEMENT (CQI) TEAMS

In a spirit of mutual trust and cooperation, these guidelines have been jointly developed by the Society and Management to assist the parties when there is involvement by Society represented employees in continuous quality improvement (CQI) processes.

- 81.1** Society-represented employees have a legitimate role to play in the development and operation of continuous quality improvement teams at Ontario **Hydro**.
- 81.2** When employees representing the Society are to be included on a **CQI** team, they will be **officially** appointed by the appropriate Unit Director or the Society Executive following discussions with the appropriate line managers. The Society will normally be provided with a task description or problem identification, including an estimate of the time required, as well as with selection criteria to assist in the selection of appropriate nominees for the activities at hand. The Society retains the right to make the **final** appointment.
- 81.3** Employees representing the Society on **CQI** teams will be given the opportunity to be involved in all aspects of the team activity; i.e., joint communications, joint training and education, etc.
- 81.4** Only conclusions that have been reached by consensus will be included in the final recommendations of the team.
- 81.5** The Society Board of Directors and appropriate Management staff should be kept informed regarding implications for any **JSMC** agreements between Ontario **Hydro** and the Society as the **CQI** team progresses. Recommendations which impact on **JSMC** agreements will only be implemented when approved by the parties.

- 81.6** If **innovative** practices resulting from **CQI** team recommendations are tested/piloted, it is without setting precedent.
- 81.7** The Society and the local Human Resources office will be advised in advance of a quality improvement team implementing any innovative work practices, compensation schemes, etc. that challenge agreements between Ontario **Hydro** and the Society. Sufficient time will be allotted for feedback before any such ideas are implemented.
- 81.8** Performance appraisals should support **CQI** processes. Toward that end, participation by Society-represented employees in **CQI** activities should be considered in a positive light when conducting performance appraisals providing their contribution to the **CQI** team has been useful.
- 81.9** Society-represented staff will be reimbursed for reasonable **costs related to** participation in **CQI** initiatives by Ontario **Hydro** .
- 81.10** As a last resort, any issues relating to quality improvement that cannot be resolved locally should be referred to the Joint Society-Management Committee (**JSMC**) for further discussion.

82 TRIPARTITE AGREEMENT ON ONTARIO HYDRO JOINT HEALTH AND SAFETY COMMITTEES

PRINCIPLES OF AGREEMENT between Ontario **Hydro**, **CUPE 1000 (CUPE)** and the Society of Ontario **Hydro** Professional and Administrative Employees (the Society) concerning the establishment or modification of Joint Health and Safety Committees to meet the requirements and intent of *The Occupational Health and Safety Act*, as amended by *Bill 208*.

82.1 Existing Joint Health and Safety Committees (JHSC's)

- (a) Regions. Nuclear Operations. Thermal Operations. Information Management and Workplace Services (Kipling Complex), Human Resources Branches

That the existing **JHSC's** in Regions, Nuclear Operations, Thermal Operations, Information Management and Workplace Services (Kipling Complex) (formerly Supply and Services Branch) and Human Resources Branches will remain in effect. The make-up of the committees will be changed to incorporate Society representation. Notwithstanding the relative proportions of **CUPE-represented** to Society-represented staff in these locations, **CUPE** will have the right to retain a minimum of **50%** of

committee membership and the Society will have the right to a minimum of 25% of committee membership.

That Management's Committee representatives will be from outside of CUPE and Society jurisdiction.

That the status, rights and treatment of all representatives on the JHSC's will be equal.

That the meetings of the JHSC will be chaired on a rotating basis by the Co-Chair of each party represented on the committee.

(b) Training and Certification

That all members of existing JHSC's will be trained and certified in accordance with the Act and the CUPE/Ontario Hydro Policy on the Authority to Stop Work, with the costs to be borne by Ontario Hydro.

82.2 New Joint Health and Safety Committees (JHSC's)

(a) Major Construction Projects

That new JHSC's will be established, with CUPE, Society and Management representation, at each major construction project and that these committees will be separate from any JHSC involving construction trades.

(b) ENCON

That a new JHSC will be established, with CUPE, Society and Management representation, for the ENCON.

(c) Head Office Complex Buildings

That new committees will be established at each building forming part of the Head Office complex where the total number of Ontario Hydro staff exceeds 20 persons. These committees will have CUPE, Society and Management representation.

(d) Clarkson System Control Centre

That a new committee will be established, with CUPE, Society and Management representation, at the Clarkson System Control Centre.

(e) Size and Composition of New Committees

That the size of the committees in 2 (a), (b), (c), and (d) will be determined through discussions between the three parties. The number of committee representatives from CUPE, the Society and Management will be equal.

That the status, rights, and treatment of all representatives on the JHSC's will be equal.

That the meetings of the JHSC will be chaired on a rotating basis by the Society, CUPE, and Management Co-Chairs.

(f) Training and Certification

That all members of new JHSC's will be trained and certified in accordance with the *Act*, and the CUPE/Ontario Hydro Policy on the Authority to Stop Work, with the costs to be borne by Ontario Hydro.

82.3 New Health and Safety Committees (Non-Legislated)

It should be noted that the new committees listed under 3 (a) are not the same as those defined under the *Act*.

(a) Head Office Branches or Divisions (Non-Legislated)

That new Health and Safety Committees will be established for each Head Office Branch or Division.

(b) Duties and Responsibilities of Head Office Committees (Non-Legislated)

The duties and responsibilities of the committees in 3 (a) will be to meet regularly (at least once per quarter) to review and provide formal input to the appropriate Director/Vice-President on Branch or Divisional health and safety programming or the resolution of job-related health and safety issues. A response to the committee's input should be given within 30 days.

(c) Size and Composition of Head Office Committees (Non-Legislated)

That the committees be comprised of Society, CUPE and Management representatives and that the size of each committee will be determined through discussions between the three parties.

(d) Training

That Ontario **Hydro** will provide appropriate training to each member of the committees established under 3 (a) with costs to be borne by Ontario **Hydro**. This training will be developed and delivered jointly.

(e) Appointment of Committee Members

CUPE and the Society will each select their respective committee members.

(f) Society-Management Regional Committees

That new Society-Management Regional Committees be established for each Region in Regions Branch. Both the Society and Management will have the right to have up to 5 members on the committee (including the Director). The Committees will meet quarterly to review health and safety matters and resolve job-related health and safety issues. The costs for appropriate training for Committee members will be borne by Ontario **Hydro**.

82.4 Annual Experience Review

At the end of the second year of this Agreement, and each year thereafter, there will be an experience review undertaken by the parties to this Agreement of the benefits and difficulties of implementation of this Agreement and the impacts of **organizational** changes.

82.5 Amendments to the Agreement

Amendments to the Agreement may be made at any time by the parties with mutual agreement in writing. If mutual agreement cannot be reached, the parties will refer the matter to the Ministry of Labour for binding resolution.

Dated at "Toronto", this "16" day of "February", 1992.

(Signed by: **J.D. MacDonald**, President, **CUPE 1000**; **W. Hirst**, President, The Society; and **A.R. Holt**, President Ontario **Hydro**)

83 AUTHORITY TO STOP WORK

83.1 Definitions



"Where an Employee's health and safety is in immediate **danger**"(refer to 83.4.3),

"immediate danger" shall mean, "conditions that pose an immediate threat to life or health, or conditions that pose an immediate threat of severe exposure to contaminants such as radioactive materials which are likely to have adverse or cumulative or delayed effects on health. "

83.2 Intent

"Responsibilities and Accountability" are intended to reinforce the fact that this is a joint policy for which both parties are jointly responsible, i.e. we are in this together.

83.3 Introduction

Effectively involving employees and employers in joint health and safety committee activities can enhance workplace health and safety. Under the *Occupational Health and Safety Act*, the use of Joint Health and Safety Committees (**JHSC**) is part of the legislative process which has been labelled as the "Internal Responsibility System" (IRS). Within this participatory management concept, the **JHSC's** have been given specific rights and responsibilities under the Act such that, with their involvement, the right to know, the right to participate and the right to refuse unsafe work is further enhanced.

Ontario **Hydro** and the Society of Ontario **Hydro** Professional and **Administrative** Employees ("the Society") agree that all unsafe work must be stopped. This Article on health and safety for the authority to stop work will further enhance the activities of the **JHSC's** and the IRS concept.

Changes to this Article can only be made by mutual agreement of the Joint Working Committee on Health and Safety. Where no agreement can be reached, the matter will be referred to the Joint Society Management Committee (**JSMC**) for resolution.

83.4 Authority to Stop Work

- 83.4.1** Where a workplace is unsafe, a Certified Society and Management member of the local **JHSC** can jointly prevent the start of the work or stop the work.
- 83.4.2** Where there is a disagreement between the Certified Society or Certified Management member of the local **JHSC** that the workplace is unsafe, the issue shall be immediately presented to the local **JHSC** for review and resolution.
- 83.4.3** Where an employee's health or safety is in immediate danger, a Certified Society or Management member of the local **JHSC** can

stop the work. After calling the work stoppage, the Certified Society or Management member must contact the respective counterpart immediately and seek to obtain joint agreement on the stoppage as soon as possible. If joint agreement cannot be reached, the issue shall be presented to the local **JHSC** for review and resolution.

- 83.4.4** In cases where the **JHSC** cannot resolve issues arising from 2 or 3 above, the Ministry of Labour Inspector or the Atomic Energy Control Board shall be called in for resolution.

83.5 Training/Certification

- 83.5.1** The Society Joint Health and Safety Working Committee shall fully participate in the development of a **specialized** training program for all members of the Joint Health and Safety Committees.

- 83.5.2** The Society Joint Health and Safety Working Committee shall fully participate in the development, putting in place, and administration of testing and **re-testing** standards for all members of the **JHSC's**.

- 83.5.3** The Society Joint Health and Safety Working Committee shall fully participate in the establishment of a specific Training/Certification program for members of the **JHSC's**.

- 83.5.4** The Society Joint Health and Safety Working Committee shall fully participate in the development, implementation and administration of testing and **re-testing** standards for accrediting **JHSC** members into the Certification program. Such standards shall not be less than those established by the regulatory agencies or deemed to be equivalent to the intent of the regulatory standards.

83.6 Responsibility and Accountability

There shall be a shared responsibility and accountability by the Society and Management for the actions of their Certified members of the **JHSC's**.

83.7 Compensation and Discipline

It is understood that employees directly or indirectly affected by the application of this Agreement will not suffer any loss of wages or disciplinary action.

83.8 Decertification

Should a Certified member fail to act in good faith, the Society Joint Health and Safety Working Committee shall review the representative's action and make appropriate decisions.

Where there is disagreement regarding the action of the Certified member, the issue shall be taken to **JSMC** for resolution.

83.9 Assessment

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

84 HEALTH AND SAFETY DISPUTES

84.1 Except for disputes involving the principles set out in the Tripartite Agreement on Ontario **Hydro's** Joint Health and Safety Committees, all other disputes involving allegations that the Corporation has violated the provisions of the *Occupational Health and Safety Act (OHSa)* will not be subject to the provisions of the grievance/arbitration procedure except where provided for by the legislation itself. The parties will attempt to resolve such disputes at the lowest level possible. Failing resolution, the dispute may be forwarded to the Ministry of Labour for final resolution.

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

85 JOINT HEALTH AND SAFETY COMMITTEES

85.1 The Corporation will establish a suitable forum in which Society representatives are able to address the health and safety concerns of employees with management of various levels depending on needs where jointly agreed.

- 85.2** All Society-represented employees are entitled to representation on joint health and safety committees and to associated training.
- 85.3** There are to be three levels of representation:

 - 85.3.1** Corporate/Board level (**JSMC**)
 - 85.3.2** Health and Safety Division/Society working committee level (based on the attached Terms of Reference, agreed to on September 27, 1989 by the **JSMC**)
 - 85.3.3** Local workplace level health and safety committees
- 85.4** The Corporation agrees to consult with the Society regarding new health and safety policies and procedures and regarding changes to existing health and safety policies or procedures except where provided for by the legislation itself. The Society will be given a reasonable amount of time to comment prior to implementation.

TERMS OF REFERENCE**Joint Working Committee on Health and Safety****1.0 GOAL**

Provide recommendations to assist the Health and Safety Division in the development, implementation and evaluation of Corporate employee health and safety policy and programs.

2.0 PERSONNEL

Manager, Programming Department, Health and Safety Division and other Management staff as deemed necessary from time to time.

Chairperson of Society Health and Safety Committee and other Society members or a staff advisor to a maximum of five.

The Chair will rotate between the Manager of Programming Department and Chair of the Society Health and Safety Committee.

3.0 FUNCTION

Participate in the identification and resolution of problems and issues of Corporate significance in employee health and safety policy and practice.

Participate in the development, promotion and implementation of Corporate health and safety programs.

The Committee will meet quarterly or as mutually agreed.

The Corporation will pay the expenses related to jointly agreed projects undertaken by or on behalf of the Joint Working Committee on Health and Safety.

86 JOINT SOCIETY-MANAGEMENT COMMITTEE (JSMC)

Negotiations between Ontario **Hydro** and the Society shall take place through a Joint Society-Management Committee (**JSMC**) to which each body will appoint an equal number of representatives. Negotiations shall be conducted in good faith and both parties shall make every reasonable effort to reach agreement on matters of mutual interest as expeditiously as possible.

87 CONTINUOUS QUALITY IMPROVEMENT (CQI) TEAMS

87.1 The parties agreed that during the term of the Collective Agreement, **CQI** Teams will be established in order to examine the following issues:

(a) Job Evaluation Plans

The parties agree to establish a joint team to develop recommendations to the **JSMC** on a long-term and credible compensation approach based upon an integrated, single job evaluation plan, for all Society represented staff which is consistent with the principles and specifications as outlined in the recommendation to the **JSMC** dated July 30, 1992.

(b) Leaves of Absence

The parties agree to establish a joint team to design a consolidated plan on leaves of absence following a review of existing policies which include Personal Time Off, Educational Leave and Self Funded Sabbaticals and their adequacy for meeting current employee and Corporate needs.

(c) Benefits Administration

The parties agree to establish a Joint Benefits Committee for the purposes of providing a forum for dialogue on the administration of employee benefits, including cost management of the plans, and for presenting data on employee benefits items as assigned by the **JSMC**.

(d) Total Compensation

The parties will hereby undertake to develop appropriate internal comparisons, an external community for comparison and criteria for measuring total compensation and failing such agreement either party may refer the outstanding differences to an arbitrator for a **final** and binding decision.

(e) Grievance Administration

A joint grievance procedure **CQI** team will be established to study all issues of concern regarding the operation, administration and effectiveness of the grievance dispute resolution processes between Ontario **Hydro** and the Society. The team will focus on preparing recommendations to the **JSMC** that will contribute to the efficient achievement of internal resolutions which are mutually acceptable. The team will present its report to the **JSMC**. Upon approval the recommendations will form a mid-term agreement.

(f) Pensions

A joint Society-Management Committee shall be established to consider changes to :

- early retirement
- survivor benefits
- indexing
- **2%** unit credit
- portability
- buy-back
- hours of work (**40 hrs**)
- employee and employer contributions

The Committee shall report its findings to the **JSMC**. These findings may or may not be referred to other Plan stakeholders for their consideration.

87.2 The terms of reference for the above-noted **CQI** Teams will be agreed to by the parties within sixty (**60**) days of the ratification date of **this** Agreement.

88 PUBLICATION OF COLLECTIVE AGREEMENT

All Society-represented staff should have personal access to a copy of the Collective Agreement. The preferred method is to provide access to this Agreement via an electronic basis such as KIOSK. Where there is no access to KIOSK the document could be distributed via disc.

Ontario **Hydro** agrees to print sufficient copies for distribution to all elected Society representatives and to those employees without access to computer technology. The cost of printing the copies that are required (to be determined by joint agreement) will be shared on the following basis: **75%** (Ontario **Hydro**); **25%** (Society).

89 USE OF ONTARIO HYDRO COMPUTER FACILITIES

- 89.1** The Society may make use of any of the services provided by Information Management Systems Division to Ontario **Hydro** line units.
- 89.2** The Society will be treated identically to Ontario **Hydro** line with respect to service standards, procedures and support.
- 89.3** The price charged for the service will be the published rates of the Computer Centre plus the charge for administration, referred to as General Overhead which may change.
- 89.4** Information regarding these services, **eg**, technical support, manuals, billing structure, training, **etc**, may be obtained from the **IMSD**.
- 89.5** The Society will seek approval from the appropriate authorities prior to accessing or attempting to access any line **units** application programs or data. Any infringement of this condition by a Society member will be grounds for cancellation of this Article.
- 89.6** The services provided under this Article are to be used only for the purposes of assisting in the conduct of normal Society business and for provisions of service to its members.
- 89.7** Society data and programs may be protected from access by others by taking advantage of existing password mechanisms. It is the Society's responsibility to make arrangements to **utilize** such mechanisms.

90 STATUS OF CERTAIN CORPORATE POLICIES AND PROCEDURES

- 90.1** The Corporation will not terminate or alter the terms of the Corporate policies and procedures listed below without the agreement of the Society during the term of this Agreement. Prior to December **31, 1994**, the parties will review the language of these policies and procedures for possible inclusion in the Collective Agreement.

- 90.2** The following policies and procedures are subject to the grievance/arbitration provision of the Collective Agreement (Article **16**).

The corresponding Human Resources Policies and Procedures reference and policy date are given in parentheses.

- i) Personal Accident Insurance Plan (03-05-01, December 1988)

- ii) Deferment/Interruption of Vacation (02-02-02, p.8, May 1990)
- iii) Remembrance Day (02-02-01, p.5, May 1981)
- iv) Personal Time Off (02-03-04, June 1989)
- v) Bush Fire/Volunteer Fire Fighting (02-03-11, September 1978)
- vi) Extreme Weather Conditions (03-03-03, December 1986)
- vii) World Class Sports Events (02-03-13, May 1979)
- viii) Educational Leave (02-03-02, October 1982)
- ix) Self-funded Sabbaticals (08-02-03, October 1987)
- x) Extramural Training (05-02-01, May 1983)
- xi) Annual Training - Reserve Forces (02-03-10, August 1991)
- xii) Commuting Allowance (04-02-06, pp. 4 & 21, January 1992)
- xiii) Retirement Bonus (09-03-02, p.3, March 1991)
- xiv) Christmas Shutdown.
- xv) Report and Recommendations of Total Compensation Team (October 1992)

91 LETTERS OF UNDERSTANDING

91.1 Intent

The parties agree **that** these documents form part of our collective agreement and will be filed in Part XV. A Letter of Understanding may serve the following purposes:

- amend or add to the current provisions of the agreement
- elaborate/clarify the intentions of a provision of the collective agreement
- establish provisions for issues not covered by the agreement

91.2 Grievance/Arbitration

These documents are subject to the same grievance and arbitration provisions as are other

items in the collective agreement

91.3 Approval

Letters of Understanding must bear the signatures of both **the** President of **the** Society and the Director of Staff Relations or their designates.

91.4 Duration

The parties agree that, for the most part, Letters of Understanding should contain “sunset clauses”. In those cases where such a clause has not **been** put into a Letter of Understanding, the Society and Ontario **Hydro** will at some time during collective agreement negotiations determine the status of each such Letter of Understanding (**eg.** incorporate in to the collective agreement, delete it, extend it, etc., .)

PART XV - LETTERS OF UNDERSTANDING AND SUPPLEMENTARY MEMORANDA OF AGREEMENT

UTILIZATION AND ADVANCEMENT OF PROFESSIONAL ENGINEERS AND SCIENTISTS

Ontario **Hydro** and the Society agree the following principles will govern the **utilization** and advancement of professional engineers and scientists in Ontario **Hydro**.

- 1.0 The terms "professional engineers" and "scientists" shall include the employees' categories identified in Attachment A.
- 2.0 The **MP2/FMP12** level of work shall normally be considered as a developmental stage for professional engineers and scientists performing engineering or scientific work.
- 3.0 The **MP4/FMP14** level of work shall be considered as the "normal expectancy" level for fully qualified and competent engineers, or scientists in Ontario **Hydro**. **MP3/FMP13** may continue to be a "journey person" level for engineers and scientists in some areas of activity.
- 4.0 Every effort should be made to provide professional engineers and scientists with an opportunity for advancement to **MP4/FMP14**, when they are capable of performing work at this level and such work is available.
- 5.0 Where an individual has demonstrated the willingness and capability to advance, and where advancement is impeded by lack of opportunity in the work area, every effort should be made to assist the individual in career advancement. This could include specific action steps such as training, job transfers, and rotations which will provide greater promotional opportunity.
- 6.0 Greater emphasis is required on the screening of professional staff at an early stage in their careers for both their potential capability to perform work at the **MP4/FMP14** level and their suitability for further employment in Ontario **Hydro**.

"W.S. O'Neill"
 W.S. O'Neill
 Co-Chairman (Management)
 Joint Society-Management
 Committee

"W. Hirst"
 W. Hirst
 Co-Chairman (Society)
 Joint Society-Management
 Committee

ATTACHMENT A**UTILIZATION AND ADVANCEMENT
OF PROFESSIONAL ENGINEERS AND SCIENTISTS****Professional Engineers**

Incumbents of jobs with **600000** or **860000** occupation codes who are:

- (a) Licensed to practice engineering by the Association of Professional Engineers of Ontario (APEO)

or

- (b) university graduates in one of the following engineering disciplines:

Aeronautical Engineering (Aero Space, etc)	Engineering General
Agricultural Engineering	Engineering Science (Physics)
Chemical Engineering	Geological Engineering
Civil Engineering	Mechanical Engineering
Electrical Engineering	Mining Engineering
Electronics Engineering	Metallurgy & Material Science
Engineering Business (Industrial)	Nuclear Engineering
	Water Resources Engineering

Scientists

Incumbents of jobs with **600000** or **860000** occupation codes who are university graduates in one of the Natural Sciences, the Applied Sciences, Mathematics or Computer Science and who are not classified as professional engineers.

INPUT TO ASSOCIATION OF PROFESSIONAL ENGINEERS OF THE PROVINCE OF ONTARIO (APEO) SALARY SURVEY

It is agreed that the method of input to the **APEO** Salary Survey of Employers and the analysis and use of the survey shall be in accordance with the following.

1.0 Data Input

- 1.1** The salary rates input to the survey shall be the rates paid for normally scheduled hours of work.
- 1.2** Such salaries shall be input for all Ontario **Hydro** engineers at Bachelor and/or post-graduate levels in engineering disciplines, who are engaged in engineering or scientific work (incumbents of M&P **600000** series jobs and of FM&P **860000** series jobs, who are represented by the Society), including engineering trainees who are registered (or eligible for registration) by the **APEO**.

2.0 Method of Input

- 2.1 Level A:** Engineers whose Bachelor graduation occurred during the current or two previous calendar years, who are not incumbents of jobs classified as **MP4** and **FMP14** or higher.
- 2.2 Level B: (i)** Engineers whose Bachelor graduation occurred during the third, fourth or fifth calendar year prior to the current year, who are not incumbents of jobs classified as **MP4** or **FMP14** or higher.
- (ii) Engineers in jobs classified as **MP1** and **FMP11** who have sufficient years of experience to exempt them from eligibility for input to Level A.
- 2.3 Level C:** Engineers in jobs classified as **MP2, MP3, FMP12** or **FMP13** who have sufficient years of experience to exempt them from the requirement to be input to Levels A or B.
- 2.4 Level D:** Engineers in jobs classified as **MP4, MP5, FMP14, FMP15**.
- 2.5 Level E:** Engineers in jobs classified as **MP6, FMP16**.

3.0 Annual Relative Standing

- 3.1** Ontario **Hydro** data will be excluded from the **APEO** survey data when making comparisons of **Hydro's** position relative to the **community**.

"W. S. O'Neill"
W .S. O'Neill, Co-Chairman (Management)
Joint Society Management Committee

"W. Hirst"
W. Hirst, Co-Chairman (Society)
Joint Society Management Committee

PENSION PLAN ACTUARIAL ASSUMPTIONS

The parties agree that the actuarial assumptions used in costing pension benefits for bargaining purposes will be based on **8.5% discount rate, 7% salary increases, 5% CPI, 6% YMPE and the new retirement rates.**

Ontario Hydro will provide written assurance that assuming a 6% rate increase in the YMPE for actuarial valuation purposes does not alter the benefit payable under the plan, which depends on the actual values of the YMPE regardless of any actuarial assumptions.

The next valuation report filed by Ontario Hydro with the Pension Commission will use whatever basis is deemed appropriate by Ontario Hydro and its actuary at the time of the filing. The need for any change in assumptions will be discussed with the Society prior to filing. The Society will not oppose management filing a funding valuation on the basis set out in the first paragraph. However, the Society reserves the right to challenge a filing using any other basis.

(Signed by W.S. O'Neill and C.B. Cragg, January 22, 1993)

PENSION PLAN ACTUARIAL ASSUMPTIONS

The parties agree that the actuarial assumptions used in costing pension benefits for bargaining purposes will be based on 8.5% discount rate, 7% salary increases, 5% CPI, 6% YMPE and the new retirement rates.

Ontario **Hydro** will provide written **assurance that assuming a 6% rate increase in the YMPE for actuarial valuation** purposes does not alter the **benefit** payable under the plan, which depends on the actual values of the **YMPE** regardless of any **actuarial assumptions**.

The next valuation report filed by Ontario **Hydro** with the Pension Commission will use **whatever** basis is **deemed appropriate by Ontario Hydro and its actuary at the time of the filing. The need for any change in assumptions** will be **discussed** with the Society **prior** to filing. The Society will not oppose management **filing** a **funding valuation** on the **basis** set out in the first paragraph. However, the Society reserves the right to challenge a **filing** using any other basis.

(Signed by **W.S. O'Neill** and **C.B. Cragg**, January 22, 1993)

700 University Avenue, Toronto, Ontario M5G 1 X6

February 22, 1993

Internal Mail

Mr. W. Hirst
 President
 The Society of Ontario Hydro
 Professional and Administration Employees
 Suite 630
 525 University Avenue
 Toronto, Ontario

Dear Bill,

Temporary Employees - Over 24 Months' Continuous Service

This will confirm the commitment made regarding Society-represented temporary employees who had attained 24 months of continuous service as of January 1, 1993. Ontario Hydro will do one of the following:

- (a) If the position is on-going, Ontario Hydro will secure a waiver of advertising from the Society. The temporary employee will become a regular employee entitled to all regular benefits and working conditions;

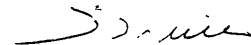
or

- (b) If the position is on-going and posting is not waived, Ontario Hydro will advertise the position. The temporary incumbent can apply and be considered in accordance with the priority listing in the Vacancy Article of the Agreement (i.e. after surplus Society, surplus non-Society and non-surplus Society). If selected, the temporary employee will become a regular employee. If not selected, the temporary employee will be terminated with a payment equivalent to 4 weeks' base salary per year of service. The payment will be pro-rated using the nearest month of service;

or

- (c) Ontario Hydro will terminate the temporary employee and provide a severance payment as in (b) above.

Yours truly,



W.S. O'Neill
 Director of Staff Relations

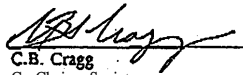
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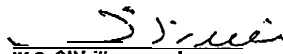
UNIT OF APPLICATION ASSIGNMENT PRINCIPLES

LETTER OF UNDERSTANDING

The following outlines the principles developed by the JSMC to assist in the assignment Of Society represented staff to the appropriate Unit of Application.

- 1.0 **All employees** will normally **be** assigned to **one and only one Unit of Application**. Exceptions may result from **applications** of the **Letter of Understanding** concerning 'significant inequities'.
- 2.0 **An employee will** be assigned to a Unit of **Application, appropriate** for the **business** unit to which the **employee's function has been mapped (logical mapping)**.
- 3.0 **Where the employee's function has been mapped to multiple business units, he/she will have the opportunity to choose a Unit of Application, appropriate** to the **related business** units, on the **basis of his/her preference and seniority**.
- 3.1 **Where the ability of a business unit to carry out any of its functions is seriously undermined by the application of 3.0** above. Ontario **Hydro** may assign **employees** to a Unit of Application.
- 4.0 **Where the function performed by the employee is being discontinued by Ontario Hydro, the employee will be permitted to select one of the Units of Application in which to exercise his/her employment continuity rights on the same basis as cited in 3.0 and 3.1** above.
- 5.0 **This Letter of Understanding will terminate February 28th, 1994.**


C.B. Cragg
 Co-Chair, Society
 JSMC


W.S. O'Neill
 Co-Chair, Management
 JSMC

Date: June 17 1993

July 29, 1993

AGREEMENT TO **AMEND** VOLUNTARY **RECOGNITION** AGREEMENT (**VRA**)

Ontario **Hydro** and the Society agree to **amend** the **Voluntary Recognition** Agreement (**VRA**) to **provide clarification** of the **bargaining** unit **jurisdiction** in the **following** manner:

A. STAFF RESPONSIBILITY

Section **2.3(a)** of the **VRA** is not intended to capture employees in positions given credit for staff **responsibility** when this responsibility is solely based on the **interpretation** and explanation of engineering and scientific policies and procedures.

Section **2.3(a)** of the **VRA** will be amended to read:

"Employees paid from Salary Schedule 01 rated under Plan A as having 'Staff Responsibility' Degree 4 (or higher) or its equivalent and MP6 employees as having 'Staff Responsibility' Degree 3 (or higher) or its equivalent other than those performing engineering or scientific functions which do not affect the terms and conditions of employment for Ontario Hydro staff."

B. AGREEMENT RS-1

Subsidiary Agreement **RS-1** referenced in Section **2.3(d)** of the **VRA** will be updated on an ongoing basis as **new** and revised jobs are **finalized**. Positions to be included in **RS-1** since **May 30, 1991** must perform the same or similar functions as those contained prior to **May 30, 1991**. Examples of these functions are:

- (1)** Primary involvement **in** the Human Resources function (excludes Health and Safety and technical training) where the duties and responsibilities affect the terms and conditions of employment.
- (2)** Participation in the preparation, negotiation or communication of Ontario **Hydro's** bargaining agenda in negotiations.
- (3)** The development and communication of information of a confidential nature **on Ontario Hydro's** behalf required by Ontario **Hydro** in the conduct of negotiations.
- (4)** Participation in management meetings or on behalf of management in joint processes where labour relations decisions are made.^{*}

^{*} ***This would not include employees who are acting on behalf of the Society in either full-time or part-time activities associated with CQI, joint teams or other joint processes where labour relations matters may be discussed or decisions made.***

- (5) Responsibility for the preparation and maintenance or preparation and distribution of **confidential** information required by Ontario **Hydro** and pertaining to **labour** relations matters as above or for grievances and arbitrations.

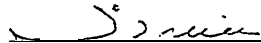
To be eligible for exclusion, the incumbent must be primarily involved in the performance of **duties** and **responsibilities associated with** one or more of the functions listed above (items 1 to 5) or must supervise those who do and this must be **reflected in** the job document.

Section 2.3(d) of the **VRA** will be amended to:

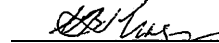
"Positions as listed in RS-1 dated May 30, 1991 and as subsequently updated by mutual agreement to include new or changed positions performing the same or similar functions to those contained in the agreed listing of RS-1 criteria."

C. DISPUTES

The **parties** will attempt to resolve disputes involving the interpretation of the staff responsibility **criteria** as well as the **RS-1** exclusions criteria in a timely manner. if no **resolve** can be found, either party may resort to the **grievance/arbitration** provisions of the collective agreement. Such grievances shall be filed at Step 3 of the **grievance** procedure.



 W.S. O'Neill
 Management Co-Chair
 JSMC



 C. Cragg
 Society Co-Chair
 JSMC

July 29 / 93

 Date

July 29, 1993

Treatment of Positions in
Jurisdictional **Dispute** between
The Society and Ontario Hydro

Ontario **Hydro** and the **Society** agree to the following treatment of positions and their incumbents, where their **jurisdiction** has been in dispute, for employment continuity purposes.

1. All of the positions listed in this agreement will be treated under the boundary agreement with respect to successor positions in the new Corporate **structure**. The new positions will be advertised corporate-wide using the normal **advertised** vacancy process, and all employees who apply, for these **positions** will compete **on** an equal footing (**ie**, best qualified).
2. incumbents in the following positions **will be able** to apply for the boundary positions but **if** not successful will **also** be **included in the Society's** mix and match **process**:

<i>River Control Engineer</i>	610014
<i>Superintendent - Management As</i>	610612
Industrial Service Superintendent	620601
<i>Superintendent Field Support</i>	620602
<i>Energy Advisory Superintendent</i>	610611
Retail Service Superintendent	620603
<i>Policy Superintendent</i>	620625
<i>Distribution Stations Engineer</i>	670030
Supervising Engineer - Mechanical/Electrical	670532
<i>Transmission Lines and Environment Superintendent</i>	670641
<i>Senior Engineer - Operating</i>	672311
<i>Supervising Protection and Control Engineer</i>	672548
<i>Technical Superintendent</i>	672622
Electrical Inspection Superintendent	672630
<i>Supervising Engineer - Geotechnical</i>	673501
Supervising Maintenance Engineer	674502
<i>Supervising Engineer - Dam Safety</i>	674503
<i>Environment Advisor</i>	690005
<i>Superintendent - Program Testing</i>	610609
<i>Senior Safety Engineer/Of&r</i>	613300
<i>Senior Safety Engineer/Officer</i>	613301
<i>Program Officer</i>	623012
<i>Senior Distribution Forester</i>	685304
<i>Supervisor - Central Health Phys Serv</i>	688504
<i>Fossil Fuel Byproduct Specialist</i>	690007
<i>Transmission lines and Environment Officer</i>	670642
<i>Safety Superintendent</i>	620623
<i>Safety and Environment Officer</i>	623007
<i>Senior Health Physicist</i>	688301
<i>Accident Prevention Coordinator - Fire Training</i>	741018

The employees in the above positions will have Society dues initiated as of the date of this agreement.

3. Incumbents in the following positions will be able to apply for the boundary positions and will also be included in the Management Function Redeployment Process:

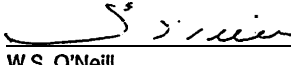
<i>Training Officer</i>	748106
<i>Training Officer</i>	748828
<i>Branch Human Resources Officer - Training & Development</i>	748870
<i>Branch Staffing Officer</i>	758802
<i>Branch Services Administrator</i>	t12505
<i>Sr Organization Development Consultant</i>	75941 t
<i>Sr Management Development Consultant</i>	759412
<i>Resourcing Services Officer</i>	758814
<i>Career Transition Coordinator</i>	741864
<i>Coordinator Staff Planning and Policy</i>	741859
<i>Recruiting Services Coordinator</i>	741865
<i>Resourcing Outreach Co-ordinator</i>	741863
<i>Senior Advisor - Major Association Liaison</i>	620315

4. As per the agreed to process, employees selected to boundary fine positions will retain the jurisdictional status ~~currently~~ being provided to them ~~until~~ the jurisdiction of the position is confirmed. They will then assume the jurisdiction of the position.
5. The dispute over the following positions has been resolved. Both parties agree that these positions belong in the Society bargaining unit and will be included in the Society's mix and match process.

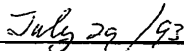
<i>Assistant Thermal Training Officer</i>	748246
<i>Thermal Training Officer</i>	748863
<i>Senior Thermal Training Officer</i>	748440
<i>Human Resources Officer - Training</i>	748862



 C. Cragg
 Society Co-Chair
 JSMC



 W.S. O'Neill
 Management Co-Chair
 JSMC



 Date

July 23, 1993

LETTER OF UNDERSTANDING

between
Ontario Hydro
 and

**The Society of Ontario Hydro Professional
 and Administrative Employees**

a) **VSP and Job Offers**

The JSMC has agreed that Society-represented employees who have applied for/enrolled in the VSP can participate in the mix and match. However, if a firm job offer in the mix and match process is made, the employee will be required to make a choice to (a) withdraw the VSP application permanently and accept the position; or (b) retain the VSP application and opt out of further consideration in the mix and match process. The employee will be given 48 hours to make this decision subject to the offer being declared a reasonable offer.

b) **Acting Positions**

Society-represented employees, who are working in acting positions outside of the Society's jurisdiction, or employees from outside of the Society's jurisdiction, who are acting in positions within the Society's jurisdiction, will not normally be entitled to the employment continuity provisions applicable to the position they are acting in. Such employees will be entitled to the employment continuity provisions applicable to their regular position, unless they are deemed to be an exception. To qualify as an exception, the employee must have acted in positions outside of the jurisdiction of their regular position continuously for at least 24 months and must be able to demonstrate that he/she will be severely disadvantaged by not being considered in the employment continuity provisions applicable to the acting position(s). Exceptions will be reviewed and approved by Ontario Hydro and the Society on a case-by-case basis. Depending on the Joint decision, the employee will either be appointed into the acting position or management will terminate the acting position and return the employee to his/her regular position.

Employees will be informed of this joint understanding and asked to identify or confirm the details of their acting assignments to their Human Resources Officer to ensure the appropriate employment continuity provisions are applied to them (e.g. assignment to a Unit of Application if covered by the Society's Collective Agreement). The intent of this Letter of Understanding is to eliminate the opportunity for employees in acting positions to participate in more than one mix and match process.

c) **Jurisdictional Concerns**

Ontario Hydro and the Society agree to issue a joint announcement regarding jurisdictional concerns and exclusions from the Society. Employees who are excluded currently from the Society and wish to challenge their exclusion must submit a request before August 3, 1993, if they are to be included in the Society's upcoming mix and match if their challenge is successful. Challenges received after August 3, 1993, will not result in the employee being included in the Society's mix and match and having displacement rights during the current application of the Employment Continuity Article.

.../2

Employees currently excluded may be included in the Society if the following conditions apply:

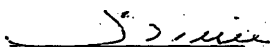
- (i) they normally supervise seven or more employees; ~~and~~ ^{also}
- (ii) at least one **employee** is a Society-represented employee; but
- (iii) they have not been performing (i) ~~and~~ ^{or} (ii) for at least 6 months prior to July 23, 1993.

The request must go to Ontario **Hydro** and the Society for approval. Any approval by Ontario **Hydro** is without prejudice to its **position** regarding **exclusions** under the collective agreement and **the normal** process for determining **which** jobs are excluded (i.e. after a job evaluation).

d) Service Data

Ontario **Hydro** and the Society agree to issue a second announcement requesting employees to identify, through their Human Resources Officer, errors in their service **data** (i.e. **ECD, VCD, SRD**) prior to the Society's mix and match **or** September 17, 1993, whichever is earlier. **Once** a mix and match is in progress, **seniority** data (i.e. the Service Recognition Date) will not be adjusted.

bated at Toronto this 16th day of August 1993.



W.S. O'Neill
Co-Chair for Management
JSMC



C.B. Cragg
Co-Chair for the Society
JSMC

August 18, 1993

MEMORANDUM OF UNDERSTANDING
SOCIETY-MANAGEMENT **FUNCTION/ESR** BOUNDARY ISSUES

This memo deals with a number of issues related to positions at or near to the boundary between the Society and Management Function and to the inability of certain employee groups *from* participating in **competitions** for these positions during the mix and **match**. It documents both the **problems** and the solution the **JSMC** has negotiated for use in this **1993** Ontario **Hydro** Corporation **reorganization**.

THE PROBLEM

There are a number of issues related to positions at the boundary between **MF** and Society and even some between the Society and **ESR**. The problem can be **categorized** as follows:

1. Position X in the old **organization** is in the Society. It will change very little in the new **organization** but the small change is sufficient to alter the **jurisdiction** of the position. (e.g. there **will** be more **direct** reports, there **will** be one Society direct report where there are none **now...etc.**)

Under the **current** rules the Society represented employees **currently** in position X will not be permitted to compete for the position in the new **organization** during a mix and match process.

2. There is a converse of **1**. Position Y is currently excluded from the Society (i.e. **MF** or **ESR**). In the new **organization** the position is substantially the same but the jurisdiction of the job will move to the Society's jurisdiction. Once again, the change is minimal (e.g. there are fewer direct reports or the **direct** reports will not include any Society represented employees, . . .etc.)

In this case the MF and ESR employees would not be able *to compete* for the position in the new **organization** during a mix and match process.

3. Position **Z** is being formed in the new **organization**. It appears that it will be excluded/included but there is uncertainty about some factors (e.g. the number of direct reports). Therefore, the jurisdiction is uncertain and may eventually change.

In **this** case, management could make an arbitrary designation as excluded and let the Society challenge the designation later. If management were to do **this**, then the Society represented employees would not be able to compete for the position during a mix and match process. If the ultimate jurisdiction was within the Society, it could be that the selection process would have to be repeated.

If management were to designate the position as included in the Society then **MF** and **ESR** would be excluded from competition during a mix and match process. A similar result could occur, if the jurisdiction were to subsequently change.

THE SOLUTION

A joint process for identifying positions **X, Y, and Z** will be established as follows:

1. Management will identify the **X, Y, Z** positions and the Society will have approval/veto rights. (**Note: This** is intended to ensure the **X, Y, Z** positions are legitimate and not just intended to increase the opportunities for MP and **ESR** employees not placed during the first rounds.)
2. These jobs could be advertised **corporate-wide** using the normal **advertised** vacancy process. This must be done in parallel with **the other MF** mix and match **postings** and before **MF** and Society **represented** employees are **declared** surplus.

The Society **will** review the **selection criteria** prior to advertising the positions to ensure that the criteria are not **biased** in favour of specific employees. The Society will also be informed of the number of employees on the "short list" and of the names of the Society represented employees on the **list**. The purpose, once again, is to ensure the process is fair.

3. It is essential that all employees (**ESR, MF** and Society represented) **have** equal consideration for these **"vacancies"**. Therefore it will also be necessary to identify MP and Society employees that have already been declared surplus. The surplus status for these employees must be suspended. By doing this, they can compete in the mix and match and the vacancy process without any priority consideration.

Notwithstanding the above, several jobs were approved for posting on Monday, August **16, 1993** but, due to an administrative error, they did not, get into the posting at that time. Therefore in order to complete the Boundary postings, Ontario **Hydro** and the Society have agreed that surplus employees will not receive priority consideration for these vacancies.

Similarly, while **ESR** employees **can apply to these** vacancies **they** would not receive priority consideration.

Employees would have the right to **compete** for these vacancies along with the positions posted in their **respective** mix and match process.


The **selection** is based on "best qualified".

Employees not selected in this **process will have** the right to grieve in the **normal** manner.

4. Persons selected to **X, Y, or Z** positions will retain the jurisdiction they had prior to the selection until the jurisdiction of the position is confirmed. They **will** then assume the jurisdiction of **the** position.

5. The *surplus* status of employees already surplus will be suspended so they can participate in the redeployment process.
6. The rights of the Society to grieve the jurisdiction of positions are unaffected by agreements reached under this process.


W.S. O'Neill


C.B. Cragg

LETTER OF UNDERSTANDING

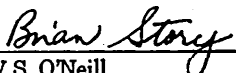
TREATMENT OF OSS STAFF WHOSE POSITION DISAPPEARS AS A RESULT OF THE RE-ASSIGNMENT OF FUNCTIONS IN THE CORPORATE RE-ORGANIZATION

THE FOLLOWING DESCRIBES AN EXCEPTION TO THE "NO PROMOTION" RULE CONTAINED IN THE MIX AND MATCH PROCESS UNDER THE EMPLOYMENT CONTINUITY ARTICLE.

THE JRPT WILL DETERMINE IF THE FOLLOWING CRITERIA ARE APPLICABLE AND USE THE PROCESS IN 2.0 BELOW IN A MANNER APPROVED BY THE JSMC.

- 1.0 If all of the following criteria are met, the OSS may be considered for promotion in accordance with 2.0 below.**
- 1.1 The predecessor OSS position is no longer required in the Unit of Application and there are essentially no lateral or lower rated positions for which the affected employee could exercise his/her employment continuity rights.**
- 1.2 Ontario Hydro has created a "successor" position to the OSS position.**
- 1.3 The Successor position contains a significant and substantial portion of the duties of the predecessor OSS position.**
- 1.4 The Successor position represents a promotion from the predecessor OSS position.**
- 2.0 Selection Process**
- 2.1 The Successor position will be posted within the unit of application in a manner to be determined by the JRPT.**
- 2.2 The first phase of the selection will be on the basis of best qualified from among those employees for whom the successor position represents a lateral or demotion and those who occupied the predecessor OSS position.**

- 2.3** The second phase of the selection process will be **on** the basis of Senior Qualified **from** among those for whom the **successor** position **represents** a lateral or demotion and the employee who was **successful** in the First Phase **(2.2)**.
- 2.4** The process in **2.2** and in **2.3** will **be conducted** on **paper** and should be concluded prior to **advising** the successful employee.
- 3.0** This **agreement** may be applied **to** similar **situations** subject to **recommendation** by a **JRPT** and approval of **the JSMC**.
- 4.0** This agreement **applies to** the current Corporate **re-organization** and expires **JANUARY 31, 1994**.



W.S. O'Neill
Management Co-Chairman
Joint Society-Management Committee



C. Cragg
Society Co-Chairman
Joint Society-Management Committee

(Original Copy signed September 21, 1993)

COMMON SURPLUS DECLARATION
AND
POST MIX AND MATCH VACANCY **POSTING DATE**

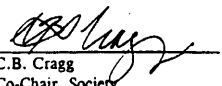
INTENT

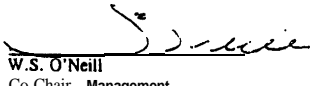
To allow those **JRPTs** which have finished their mix and match to **declare** employees surplus and **post** their vacancies.

To provide a fair opportunity to main employment for those employees who **are** at a substantial risk of being declared surplus within the Unit of Application of those **JRPTs** yet to conclude their mix and match.

PROCESS

- 1.0 **JRPTs** which have concluded their mix and match will **arrange** to post any vacancies (if there are any) and **declare** employees surplus (if necessary) on or after **October 15th, 1993**.
- 2.0 **Employees who are part of a Unit of Application that has not yet concluded its mix and match and who wish to apply for the vacancies described in 1.0 above may request that they be granted surplus status** subject to the following:
 - 2.1 Employees will submit their request to be **accorded** surplus status to **their JRPT**. The **JRPT** will only extend surplus status to **those employees** who are at a **real risk** of being **declared** surplus or subject to confirmation by **the JRPT**, at **real** risk of not receiving a reasonable job offer. **The JSMC will be advised of such employees.**
 - 2.2 Employees who **are** extended surplus status by their **JRPT** will be provided with a **surplus** letter as is described in the Employment Continuity provision.
- 3.0 The **search notice** period of an **employee** who is **extended surplus** status will begin upon **written receipt** of **his/her** Declared Surplus letter.
- 4.0 This **surplus** status will **be automatically** removed when the employee is selected to or placed in an ongoing position. **Surplus** status will also **be** withdrawn, at the employee's request, if management withdraws the vacancy notice in which the employee was seeking priority consideration. In such circumstances, the **surplus** status will be withdrawn effective **from** the date it was issued.
- 5.0 An employee, who is **provided surplus** status as described above, will be entitled to the **same rights** as those **employees** who have **been** Declared **Surplus** as a **result** of a mix and match procedure. Such employees will also be entitled to fully participate in the mix and match process within their own Unit of Application.
- 6.0 **JRPTs** will have the **responsibility** to monitor and update a list of employees to whom they have extended "at risk" **surplus** status.
- 7.0 This letter of understanding terminates on **February 28th, 1994**.


C.B. Cragg
Co-Chair, Society
JSMC


W.S. O'Neill
Co-Chair, Management
JSMC

Date: Oct 6 1993

SIGNIFICANT INEQUITYLETTER OF UNDERSTANDING
BETWEEN ONTARIO HYDRO AND THE SOCIETY

- This agreement is intended to provide serious consideration to those employees who are declared surplus and have the seniority and skill sets required to perform jobs occupied by more junior employees in a different Unit of Application.

It is not intended to provide unrestricted displacement across Units of Application. It is intended to be a safety check to ensure that employees are treated fairly in light of Corporate wide restructuring of a scale not contemplated at the time the Employment Continuity article was negotiated and in light of the division of the company into Units of Application that may diminish rights compared to the past.

- 1.0 The surplus employee must meet all of the following criteria in order to be eligible for consideration as described in section 2.0.
 - 1.1 The surplus employee must have 8 or more years seniority (SRD).
 - 1.2 The surplus employee must not have previously refused a reasonable offer of employment.
 - 1.3 There must be another employee whose seniority is 5 or more years lesser than that of the Declared Surplus employee who has been matched to a lateral or lower rated position. The Declared surplus employee and the 'retained' employee must have been from the same Unit of Application as it would have existed in the pre-reorganizational Ontario Hydro.
 - 1.3.1 The Unit of Application for the purposes of 1.3 above will be those that existed in the pre-reorganizational Ontario Hydro as defined by the defaults in the Employment Continuity Agreement or as has been agreed to (eg ENCON'S commitment).
 - 1.4 If the non surplus employee described in 1.3 above occupies a position in a different geographic location, the declared surplus employee could only be considered under the terms of this letter of understanding if that particular geographic location was available to him/her under his/her Unit of Application in the pre-reorganization Ontario Hydro as described in 1.3.1 above.
 - 1.5 The Declared surplus employee must be qualified to perform the work Of the employee described in 1.3 above.
- 2.0 The JRPT's will provide the JSMC with a listing of all unmatched surplus employees who have at least 8 years of seniority and a listing of matched non surplus employees who have 3 or less years of service. The listing will include current grade, previous Society positions held in Ontario Hydro and a brief description of skills and qualifications.

3.0 Having met all of the criteria in 1.0 and upon request of the employee or the Society, the JSMC undertakes to consider options on a case by case basis for providing continuing employment and where appropriate, present joint recommendations to senior management.

These options may include initiating displacement, inclusion in a mix and match procedure, accepting the surplus employee's circumstances as is. The options are not limited to those described above.

4.0 The JSMC agrees to hear representations made from surplus employees who do not meet the requirements of 1.1 or 1.3 above.

5.0 This agreement terminates February 28, 1994.


W.S. O'Neill
Management Co-Chairman
Joint Society-Management Committee


C. Cragg
Society Co-Chairman
Joint Society-Management Committee

Oct 19/93
DATE

Agreement Between

ONTARIO HYDRO
- and -
THE SOCIETY OF ONTARIO HYDRO
ADMINISTRATIVE AND PROFESSIONAL EMPLOYEES

Re: Expediting Redeployment Grievances

Without prejudice and without establishing a precedent in any other matter, the undersigned Parties agree as follows:

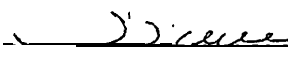
1. This agreement applies to grievances arising from the administration of Employment Continuity provisions of the Collective Agreement (Article 62.1.2), including the redeployment process in each Unit of Application, non-selection to positions in the mix and match and non-selection of employees entitled to priority placement in the search/notice period, and to decisions of **JROTS**.
2. Except as specified in this agreement, all provisions and practices established in **relation** to the Grievance / Arbitration Procedure apply to these grievances.
3. An **employee's** grievance must be submitted within **20** working days of receiving formal notice of a decision he or she feels is unfair.
4. At Step 1 of the grievance procedure, the Society **will submit** complaints within the **scope** of this agreement to the **relevant JRPT, JROT,** and/or line management through Staff Relations Division. Management and The Society will be given **10** working days to attempt to resolve the grievance. The Society's position on the grievance is not prejudiced by that of Society members of **JRPTs** or **JROTS**.
5. Failing resolution at Step **1**, The Society may advance the grievance to Step 3 of the grievance procedure within a further **10** working days.
6. The Parties will appoint regular and backup members to at least one standing Redeployment Grievance Team, which will act as a Third Step Grievance Committee according to the terms of the Collective Agreement. The Team will meet within ten days of a grievance being filed to attempt to resolve the grievance.
7. Failing resolution at Step **3**, The Society may refer the grievance to arbitration within **20** working day. The Parties will designate and retain one arbitrator for grievances under this agreement.



For The Society

Oct 22/93

Date



For Ontario Hydro

Oct. 22/93

Date

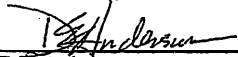
LETTER OF UNDERSTANDING
NUCLEAR UNIT OF APPLICATION - FUTURE DOWNSIZING

The Collective Agreement between Ontario Hydro and the Society stipulates that if the parties do not agree to the size of the organizational unit for the identification of surplus in future downsizing situations, then the unit size will be the Division/Region (Section 62.6.2).

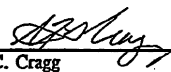
In order to reduce one of the obstacles in relocating people from one site to another and in keeping with the implementation of the "presence at site" strategy during the re-organization occurring during the fall of 1993, we agree to designate the organizational unit as the Nuclear line of business in the event of a significant future downsizing subject to the following conditions:

1. Significant downsizing would be defined as a re-organization resulting in 3 Society-represented employee downsizing affecting no less than 10% of the regular Society-represented employees of a division in the Nuclear line of business.
2. This memorandum of understanding is in effect for significant downsizing (as defined in 1. above) identified prior to December 31, 1998.

The terms of this agreement are in effect until December 31, 1998, unless otherwise agreed to by both the Society and Ontario Hydro Nuclear.



 D.E. Anderson
 General Manager,
 Ontario Hydro Nuclear



 C. Cragg
 Society President

November 17, 1993
 Date

LETTER OF UNDERSTANDING
BETWEEN ONTARIO HYDRO AND THE SOCIETY
DEADLINE FOR ACCEPTANCE OF LATE APPLICATIONS TO ADVERTISED VACANCIES AND
CHANGING SURPLUS STATUS

Some flexibility should be exercised in accepting applications to advertised vacancies after **the closing** date in order to permit employees a fair opportunity to continue employment yet still allowing the Business Unit to resource expeditiously.

Where **the closing date** is **FIRM**, it must **be stated clearly** in the **vacancy** posting **that late** applications will not be considered.

- 1.0** Surplus and non surplus employees are normally expected to have made application to a vacancy by **the closing date**.
- 2.0** It is **recognized** that in some instances, there will be applications filed after the official closing date. In these **cases, unless** the closing date is **FIRM**, late applications **must** be filed **with the advertising** location NOT later than **the** date that the "Short List" of applicants is **finalized** for formal consideration.
 - 2.1** **The term "Short List"** refers to the first list of applicants who management plans to interview for a vacancy.
- 3.0** Employees who have applied for vacancies and are later declared surplus have until the **Short List** date to notify **the** advertising location of the change in their **status**.
- 4.0** This **Letter** of Understanding expires December 31, 1994.


for Ontario Hydro


for the Society

Dec 3/93.
Date

LETTER OF UNDERSTANDING
BETWEEN ONTARIO HYDRO AND THE SOCIETY
UNFILLED BOUNDARY JOBS AND REDEPLOYMENT EFFORTS

1.0 INTENT

When Ontario Hydro determines that a previously advertised and yet unfilled boundary job still needs to be filled, it will be resourced subject to the rules for the jurisdiction to which the position belongs.

The JRPT for the Business Unit that has the unfilled boundary position will be responsible for determining the jurisdiction to which the position belongs for the purposes of advertising.

2.0 PROCESS

Positions that have been designated as "X" (jurisdiction changed from Society to MF) jobs will be resourced using the Management Function process.

Positions that have been designated as "Y" (jurisdiction changed from MF to Society) jobs will be resourced using the provisions of the Society Collective Agreement.

Positions that have been designated as "Z" (jurisdiction unknown) jobs will be resourced as follows:

The JRPT will attempt to determine "on balance of probabilities" which jurisdiction (MF or Society) the position falls.

In making this determination, the JRPT will rely on the exclusion criteria in the Collective Agreement.

Where the JRPT is unable to determine the jurisdiction, the position in question will be posted and filled in accordance with 3.0 below.

3.0 POSTING AND SELECTION - BOUNDARY POSITIONS

where Ontario Hydro determines that the position in question should be filled then the following will apply:

- The vacant position will be posted Corporate wide.
- The posting period will be for two weeks subject to Letter of Understanding on "Deadline of Acceptance of Late Application" of late applications.
- Selection priority will be:

Best qualified from among the surplus applicants, regardless of the applicants representational status.

4.0 This Letter of Understanding expires February 28, 1994.

Brian Story
for Ontario Hydro

[Signature]
for the Society

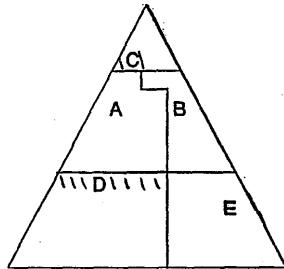
Dec 3/93
Date

Letter of Understanding

SOCIETY EXCLUSION PROCESS

Ontario **Hydro** and The **Society** agree to the following process for the **purpose** of excluding new and changed positions from the Society's **jurisdiction**.

1. The following new or changed **job** documents **in Scenarios A to D will be sent to** the Society for their review:



- A - Society jobs
- B - MF jobs
- C - borderline **Society/ESR** jobs
- D - borderline **Society/PWU** jobs
- E - MS jobs

Scenario **New Jobs**

- A Documents **will** be sent to the Society after **finalization**.
- B Documents for new **MF** jobs will be sent to the Society before **finalization**.
- C Documents for new first-level **ESR** jobs (**ie**, below manager level) will be sent to the Society before **finalization**.

Revised Jobs

- (i) If job leaves **Society jurisdiction**, documents will **be** sent to the Society before **finalization**.
- (ii) If Society **jurisdiction** does not change, documents **will be** sent to the Society after **finalization**.
- If jurisdiction changes to Society bargaining unit, documents **will** be sent to the Society after **finalization**.
- If jurisdiction changes to Society bargaining **unit**, documents **will** be sent to the Society after **finalization**.

- | <u>Scenario</u> | <u>New Jobs</u> | <u>Revised Jobs</u> |
|-----------------|---|--|
| D | Documents for the following new Jobs not established as PWU Jobs in the past will be sent to the Society before finalization : | If jurisdiction changes to Society bargaining unit, documents will be sent to the Society after finalization . |
| | <ul style="list-style-type: none"> (i) supervisory jobs and (ii) non-supervisory Jobs which report to a Society-represented position and are paid at the final step rate at or above MP1 reference point. | |
| | <p>2. If there is disagreement concerning jurisdiction of a position, the Society will notify Staff Relations Division within 10 working days of having received the document. The two parties will use the 10 working days to attempt to resolve the dispute.</p> <p>3. If the two parties are not able to resolve the dispute management reserves the right to implement the position with the jurisdiction as proposed. At the same time, the Society has the right to file a grievance over the jurisdiction of the position.</p> <p>4. Management will notify the Society of any jurisdictional grievance filed by another trade union against a Society-represented position and will advise the Society of any change in status (eg, referred to next step, resolved, withdrawn).</p> <p>5. Appendix 1 Is the exclusion form which will be used in accordance with this process.</p> | |

for Brian Story
W.S. O'Neill
Management Co-Chair
JSMC

C. Cragg
C. Cragg
Society -&Chair
JSMC

January 20, 1994
Date

Note: Before an occupation code can be issued, signatures by Line Management and/or Human Resources, is mandatory. **request for Society exclusion**

date	assignment number	business unit
job title	division	department
This is a <input type="checkbox"/> new document. <input type="checkbox"/> revised & previously excluded document. - existing occupation code: a revised & previously included document. - existing occupation code:		
Note: This job is recommended for Society exclusion on the basis of the following criteria, (see reverse side of page for definition), and supported by the duties as listed.		
A. Automatic		B. Agreement RSI Criteria
1. <input type="checkbox"/>	9. <input type="checkbox"/>	1. <input type="checkbox"/> duty(s)# -
2. <input type="checkbox"/>	10. <input type="checkbox"/>	2. <input type="checkbox"/> duty(s)# -
3. <input type="checkbox"/> duty(s)# -	11. <input type="checkbox"/>	3. c l duty(s)# -
4. <input type="checkbox"/>	12. <input type="checkbox"/>	4. <input type="checkbox"/> duty(s)# -
5. <input type="checkbox"/>	13. <input type="checkbox"/> duty(s)# -	5. a duty(s)# -
6. <input type="checkbox"/>	14. <input type="checkbox"/>	
7. <input type="checkbox"/>	15. <input type="checkbox"/>	
8. <input type="checkbox"/>		
The Society disagreed based on		The Society agreed to the above recommendation on (date)
Society Unit Director (signature)		Society Staff Officer (signature)
(The Society's agreement to exclude any position from its jurisdiction is without prejudice to its right to challenge this exclusion at a later point.)		
Line Management (signature)		Human Resources Department (signature)

Note: For clarification or information regarding exclusion, please contact your Human Resources Office or the Staff Relations Division.

cc: Staff Relations Division, H2-E7

**CRITERIA TO DETERMINE JURISDICTIONAL STATUS FOR PERFORMANCE-PAID EMPLOYEES
AND EMPLOYEES ENROLLED IN GRADUATE TRAINING PROGRAMS
(ON SALARY SCHEDULES 01, 02, 03, 04, 05, 06, 07, 08, 09, 18 AND NURSING POSITIONS ON 13)
(See Article 2 of the Society - Ontario Hydro Collective Agreement for the complete recognition clause.)**

A. AUTOMATIC EXCLUSIONS

1. ESR positions.
2. Positions within any other trade union's bargaining unit.
3. Positions rated MP4 and above in accordance with "Plan A Point System of Job Evaluation", January 1988, or its equivalent carrying "Nature of Supervision" Degree 4 (or higher) or its equivalent and "Number Supervised" Degree 3 (or higher) or its equivalent which normally supervise other Society-represented employees.
4. FM&P positions which normally supervise other FM&P employees and supervise at least 7 employees directly or indirectly.
5. TMS and TS positions which normally supervise other TMS and TS employees and supervise at least 7 employees directly or indirectly.
6. OSS positions which normally supervise other OSS positions and which normally supervise at least 7 employees directly or indirectly.
7. SEI positions which normally supervise other SEI positions and which normally supervise at least 7 employees directly or indirectly.
8. Utility Manager positions.
9. Professional, supervisory and administrative positions in the Executive Office.
10. Professional, supervisory and administrative positions in the Office of the General Counsel and Secretary including the Law Division, except Corporate Records Analyst.
11. Professional, supervisory and administrative positions whose full-time duties are security work.
12. Positions as listed in Agreement RS1, dated May 30, 1991 and as subsequently updated by mutual agreement to include new or changed positions performing the same or similar functions to those contained in agreed listing of RS1 criteria.
13. Positions paid from Salary Schedule 01 rated under Plan A as having "Staff Responsibility" Degree 4 (or higher) or its equivalent and MP6 employees as having "Staff Responsibility" Degree 3 (or higher) or its equivalent other than those performing engineering or scientific

functions which do not affect the terms and conditions of employment for Ontario Hydro staff.

14. Positions which supervise employees who are excluded from the Society under AS, A4, A5, A6, A7, A8, A11, A12, A13 or B(1-6).
15. Human Resource trainee positions on Schedule 04.

B. AGREEMENT RS1 CRITERIA EXCLUSIONS

Agreement RS1 excludes "employees who are primarily employed in a confidential capacity affecting the terms and conditions of employment for Ontario Hydro staff". Positions included in RS1 since May 30, 1991 must perform the same or similar functions as those contained prior to May 30, 1991. Examples of these functions are:

1. Primary involvement in the Human Resources function (excludes Health and Safety and technical training) where the duties and responsibilities affect the terms and conditions of employment.
2. Participation in the preparation, negotiation or communication of Ontario Hydro's bargaining agenda in negotiations.
3. The development and communication of information of a confidential nature on Ontario Hydro's behalf required by Ontario Hydro in the conduct of negotiations.
4. Participation in management meetings or on behalf of management in joint processes where labour relations decisions are made.**
5. Responsibility for the preparation and maintenance or preparation and distribution of confidential information required by Ontario Hydro and pertaining to labour relations matters as above or for grievance and arbitrations.

(To be eligible for exclusion, the incumbent must be primarily involved in the performance of duties and responsibilities associated with one or more of the functions listed above (Items 1 to 5) or must supervise those who do and this must be reflected in the job document.)

*Normally means on a regular and continuous basis. If an employee has not been performing these duties for the past 6 months and there is no expectation that these duties will be performed in the next 6 months, then the employee is not meeting the regular and continuous definition. Employees supervised does not include persons on contract or on short-term rotational assignments, i.e. less than 1 year.

**This does not include employees who are acting on behalf of the Society in activities associated with joint processes or teams where labour relations matters may be discussed or decisions made.

PART XVI - APPENDICES**APPENDIX 1****Purchased Services Agreement (PSA)****1.0 Scope**

This Agreement was developed jointly in a spirit of cooperation and trust. It is intended to provide a joint approach to making good business decisions which involve the use of purchased services. Its application calls for these decisions to be made in the same spirit of cooperation and trust.

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

There is a greater involvement and therefore responsibility by employees in all aspects of the decision making process.

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

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

2.0 Assignment of Work**2.1 Philosophy**

It is the Corporation's intent to use Society represented staff to perform most of its work where they are able to perform it well and effectively. Furthermore, the Corporation will strive to provide regular staff with stability of employment.

The parties agree that a consistent, managed, joint approach to the assignment of work within Ontario Hydro is necessary to provide security and career opportunities for employees, a more effective, productive organization and an excellent product for the consumer.

2.2 Principles

The following principles apply to **the relationship between Ontario Hydro and the Society** with respect to the work **performed by** Society represented staff

- a) We will within **Hydro** have all work conducted as effectively as possible.
- b) We will measure the effectiveness of all work by its impact on staff, on the business, on the environment and by its ultimate impact on our customers.
- c) We will do most work with Society represented employees if they can perform **it well and effectively**.
- d) We will determine when work is to be done by non-Society represented staff through a joint decision **making** process and the results of these decisions will be a joint responsibility.
- e) We will use the enhanced surplus staff agreement for employees who are surplus as a result of contracting the work they normally would have performed.
- f) We will use a team and consensus approach when making decisions **any issues arising will be resolved internally**.
- g) We will consult and make timely decisions consistent **with the need** to get work done.
- h) We will develop, implement and continue a joint process of communications and education.
- i) **We will achieve consistency** through the use of these principles versus policy and procedure.

3.0 Decision Process

3.1 Responsibility for Decisions

The persons who are responsible for applying the decision process, including making timely decisions and **taking** responsibility for them, are the Ontario **Hydro** representative with the appropriate decision authority and the Society representative designated by the Society. It is **recognized** that a given decision may require the involvement of more than these two persons.

3.2 Opportunity

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

3.3 Definition of Need

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

3.4 Alternatives

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

3.5 Evaluation

The parties will evaluate the alternatives considering the impact on the customer, employees and the business. The total effectiveness of the alternatives will be evaluated considering both the short and long-term impacts. In given situations, certain criteria may be given a greater/or lesser degree of importance. Such criteria as reliability of service to the customer, responsiveness to customers, community impact, Corporate

relations impact, external stakeholder interests, employment continuity, career opportunities, ability to perform work, degree of overtime required for the work, availability of resources, cost, timeliness, quality, need for control over results, safety and impact on environment will be assessed.

3.6 Decision

Decisions to use purchased services will be made on a consensus basis. Both parties must consider all the relevant criteria with the mutual goal of selecting the most effective option. When appropriate, consideration should be given to developing implementation plans.

The parties agree that disputes arising out of this process must be resolved internally. If the parties cannot reach agreement, the decision makers will define the basis of disagreement and, if needed, request assistance through the **JSMC** and continue to focus on local resolution.

4.0 Structure

4.1 Joint Society Management Committee (JSMC)

The **JSMC** has overall responsibility for the **PSA** and its success. It is responsible for ensuring that this Agreement is implemented and applied in a manner which is consistent with the philosophy and principles outlined in Sections 2.1 and 2.2. It will conduct a periodic assessment and evaluation of this Agreement and determine the need for any improvements and changes. The committee will strive for continuous improvement of the process contained herein.

4.2 Joint Purchased Services Team

The Joint Purchased Services team will assist the **JSMC** in achieving its mandate relative to the use of purchased services. It will be responsible for: developing and delivering training and awareness programs; on-going measurement of the process and results; and facilitating resolution of disputes upon request.

5.0 Application of the PSA

- 5.1 Prior to the implementation of this Agreement, the parties will jointly develop implementation plans for all branches for approval by the Executive Committee of Ontario **Hydro** and the Society Board of Directors. These implementation plans will include a plan for training employees involved in the decision process.

- 5.2 The **PSA** will be operational upon the successful completion of 5.1 and will continue in effect for a two year period. The parties will jointly review their experience and determine the need for any improvements and changes to the approach on an ongoing basis over the two year period.
- 5.3 The **PSA** was developed on the principle of being able to resolve issues internally in a spirit of **trust** and cooperation. However, as a last resort, should a formal dispute resolution process be necessary, the lack of application of this Agreement in a given situation is subject to the grievance/arbitration process. Issues arising out of the interpretation and application of Sections 1.0, 2.0, 3.0, 4.0, and 5.0 of this Article will be resolved by the process specified in Section 3.6 and will not be subject to the grievance/arbitration process.

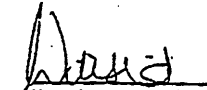
December 3, 1992

PURCHASED SERVICES AGREEMENT

The attached Purchased Services Agreement was approved on the condition that the relationship with AECL be dealt with as follows:

The parties agree that the relationship with AECL and the current and future health of the nuclear program at both Ontario Hydro and AECL/CANDU are very important. In this regard the parties agree to apply the Purchased Services Agreement to the relationship with AECL. It is the intent of the parties that the application will result in a framework agreement that recognizes the special status of AECL/CANDU and that will govern the day to day transactions between AECL/CANDU and Ontario Hydro. It is also the intent of the parties that this will be done by January 25, 1992. Until such a framework agreement has been agreed to, the relationship with AECL will be business as usual.


W. S. O'Neill


W. Hirst



700 University Avenue, Toronto, Ontario M5G 1X6

August 28, 1992

File: 125

Mr. W. Hirst
President
The Society of Ontario Hydro
Professional and Administrative Employees
Suite 915
2 Carlton Street
Toronto, Ontario
INTERNAL MAIL

Dear Bill:

Purchased Services Agreement

Bill, this memo is to clarify our mutual understanding that Item 5.2 of the Agreement on Purchased Services allows either party, should they deem it necessary, to withdraw from the terms of this agreement with 30 days notice.

Would you please sign below to confirm your understanding of the above and return copy. Thank you.

Yours truly,

W.S. O'Neill
Director of Staff Relations

Society Dec 3 1992

APPENDIX 2

List of Mediators and Arbitrators (incomplete)

Pursuant to Article 13, the parties submit the following individuals to be used as mediators/arbitrators if mutually agreed to:

Kevin **Burkett**
Pamela **Picher**
Michel **Picher**
Robert Howe

Professor Ken Swan
Judge George Adams
Jane **Devlin**
Brian **Langille**
Katherine **Swinton**

APPENDIX 3**Outline of Negotiating Process for Collective Agreement**

The parties agree to make their best efforts to adhere to the following schedule for negotiating amendments to the Collective Agreement. Failure to adhere to this schedule shall not **jeopardize** the bargaining rights of either party. Dates refer to the calendar year in which Collective Agreement expires.

1. The **JSMC** will meet prior to January **31** to prepare a detailed **workplan** for negotiating the outstanding tasks set out in the Agreement (Articles **32, 87, 90**, etc.). The **workplan** will include a schedule of priority items, target dates, primary responsibilities, and resources.
2. By June **1**, the parties will:
 - (a) select their representatives for the main negotiating committee;
 - (b) determine the schedule for main committee negotiating meetings;
 - (c) select a mediator-arbitrator and determine the dates for mediation-arbitration;
 - (d) receive progress reports on items under (1) above.
3. By August **1**, the parties will:
 - (a) identify those issues which will be referred to sub-committees;
 - (b) establish the terms of reference for the sub-committees and the target dates these sub-committees are to submit their final reports/recommendations to the main committee;
 - (c) select their representatives on the **sub-committees**. The parties shall each appoint at least one representative from their main negotiating committee to serve on these sub-committees;
4. Sub-committees will begin meeting no later than September 1 and submit progress reports by October **15** and a final report no later than October **31** (unless specifically provided with a time extension by the **JSMC**).
5. Main committee negotiations will begin no later than October **15**.
6. Main committee negotiations will conclude no later than December 1.

7. Mediation Meetings with mediator-arbitrator, if necessary, will conclude no later than December **15**, unless further meetings are required to address issues which arise in the course of drafting contract language or if a tentative settlement fails ratification.
8. If necessary, an Arbitration Hearing will be conducted prior to January **31, 1995**.

APPENDIX 4

Joint Job Challenge Resolution Committee

Pursuant to Article 20, the parties submit the following individuals to be used as arbitrators if mutually agreed to:

Barry Green	Bill Van Veghel
Bob Nunney	Russ Richmond
Wayne Pettis	John Brics
Bob Richardson	Herb Shepherd
Pat Ramcharitar	
Alda McMahon	

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