

COLLECTIVE AGREEMENT

BETWEEN

INDEPENDENT ELECTRICITY SYSTEM OPERATOR

AND

THE SOCIETY OF ENERGY PROFESSIONALS

JANUARY 1, 2010 - DECEMBER 31, 2012

IN WITNESS THEREOF THE PARTIES HERETO HAVE CAUSED THE AGREEMENT TO BE EXECUTED BY THEIR PROPER OFFICERS DULY AUTHORIZED IN THAT BEHALF AT MISSISSAUGA, ONTARIO.

**INDEPENDENT ELECTRICITY
SYSTEM OPERATOR**

**THE SOCIETY OF ENERGY
PROFESSIONALS**

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PART I - PREAMBLE**1 SOCIETY AND CORPORATE INTERESTS**

The object of this Agreement is to promote harmonious relations between the Independent Electricity System Operator (IESO) 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 the IESO has been established.

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

The IESO's vision is to exceed customers' expectations in the efficient provision and operation of North America's best marketplace for the competitive trade and reliable supply of electricity and related products. 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 the IESO. Both parties recognize the fundamental importance of service to the IESO'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

The IESO 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 67, 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 IESO is encouraged to use these principles at the local level.

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

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

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

- 1.2.4** Common goals/needs will be identified, and both parties will work together to achieve them.
- 1.2.5** The primary focus of the parties will be the customer (Customer means the IESO'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.

2 COLLECTIVE AGREEMENT TERM - NO STRIKE/NO LOCKOUT

2.1 This Collective Agreement shall remain in effect from January 1, 2010 to December 31, 2012 inclusive and, thereafter, shall be renewed automatically from year to year, subject to Section 4.0 of the Voluntary Recognition Agreement (VRA) as amended in the Collective Agreement, unless either Party notifies the other in writing not less than 90 days prior to the expiration of the Collective Agreement that it desires to amend the Collective Agreement. As long as Sections 4.0 as amended and 5.0 of the VRA remain in effect, where notice to amend the Collective Agreement is given, the provisions of this Collective Agreement shall continue in force until a new Collective Agreement is signed.

2.2 No Strike/No Lockout

The Society, employees within the scope of the bargaining unit, and the IESO are pledged to the effective and efficient operation of the IESO 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.

The Society, employees within the scope of the bargaining unit, and the IESO agree to extend the no strike, no lockouts, no sympathy strikes, or other interference with work or production for the term of the current collective agreement and the term of next collective agreement which follows.

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.

2.3 Operation of the Collective Agreements

- 2.3.1** Notwithstanding Section 2.1 above, the operation of this Collective Agreement shall consist of two phases as follows:

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

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

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

2.4 Transition Provisions

- 2.4.1** The following transitional provisions have no application to any person who was not an employee on January 1, 1999.
- 2.4.2** The term “bargaining unit” for the purposes of Section 2.4 herein (“this Section”) will mean The Society bargaining unit with one of Ontario Power Generation Inc. (Nuclear), Ontario Power Generation Inc. (Non-Nuclear), Ontario Hydro Services Company Inc., Independent Market Operator or Electrical Safety Authority.
- 2.4.3** Transitional relativity in substance and term will be maintained with the PWU Collective Agreement with regard to this Section for the duration of this Agreement. If and when PWU changes are agreed to, The IESO and The Society will attempt to agree on equivalent provisions for Society-represented employees. In the event of a dispute, George Adams will remain seized to determine a final and binding solution.
- 2.4.4** Under no circumstances will the IESO be obliged to;
- i)** post IMO vacancies in other successor companies or post other successor company vacancies in the IMO; or
 - ii)** consider the application from Society represented employees in other successor companies.
- 2.4.5** In order to comply with the IESO’s mandate as described in Bill 35, the transitional provisions described above only apply until December 31, 2000. In the event that a license is denied or in jeopardy this provision will be cancelled prior to this date. If a license is granted before December 31, 2000, the transitional provisions will continue until December 31, 2002.

PART II – RECOGNITION

3 RECOGNITION CLAUSE

3.1 The IESO recognizes The Society as the exclusive bargaining agent for a bargaining unit comprised of:

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

3.2 Clarity Notes

3.2.1 For the purposes of clarity, the bargaining unit 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, 10, 13 and 18.

NOTE: see Article 21 Salary Schedules.

- b) employees in IESO whose full time duties are security staff work and who are paid from Salary Schedule 05 (Security Staff).

And excludes:

- c) those persons who perform managerial functions as distinct from supervisory functions. An employee is performing managerial functions if:

- i) he/she performs managerial functions such as hiring, promotion, performance increase, discharge, etc., over other employees in the bargaining unit; and

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

he/she supervises at least seven (7) employees (directly and indirectly) on a regular and continuous basis; or

- ii) he/she supervises persons who are excluded from The Society's bargaining unit by reason of performing managerial functions or being employed in a confidential capacity with respect to labour relations.

3.2.2 Definitions

- a) "Supervisors" means employees who primarily perform supervisory functions, including the requirement to make recommendations regarding any staff or personnel matter. These staff or personnel matters include, but are not limited to, such areas as selection, promotion, appraisal, discipline, transfer, staffing needs, work methods, changes in terms and conditions of employment, grievances, or the interpretation and administration of the applicable Collective Agreement. "Supervisors" includes employees in other employee classifications who perform supervisory functions.
- b) "Professional engineer" means either: a) an employee who is a member of the engineering profession entitled to practice in Ontario and employed in a professional capacity; or b) an employee with equivalent credentials who is in a position that requires engineering expertise and specialized knowledge. This definition includes all employee categories included under the heading of "Professional Engineer" listed in Addendum 2 "Utilization and Advancement of Professional Engineers and Scientists" of this Agreement. "Professional engineers" includes employees who satisfy these criteria and who are required to perform supervisory functions.
- c) "Engineers-in-training" means an employee who has completed a course of specialized instruction in engineering sciences and graduated from a university or similar institution, who has not satisfied all the requirements for practicing as a professional engineer and who is on a structured training program to partially satisfy these requirements.
- d) "Scientists" means employees who are university graduates in the Natural Sciences, the Applied Sciences, Mathematics or Computer Sciences, who are not classified as professional engineers, and who are engaged in the application of this specialized knowledge in the course of their employment. This definition includes all incumbents in positions identified under the heading of "Scientists" listed in Addendum 2 entitled "Utilization and Advancement of Professional Engineers and Scientists" of this Agreement. "Scientists" includes employees who satisfy these criteria and who are required to perform supervisory functions.
- e) "Professional employee" means an employee whom:
 - i) in the course of his/her employment is engaged in the application of specialized knowledge ordinarily acquired by a course of instruction and study resulting in graduation from a university or similar institution; and

- ii) is eligible to be a member of a professional organization that is authorized by statute to establish the qualifications for membership in the organization; or
- iii) performs the functions, but lacks the qualifications of a professional employee.

“Professional employees” include employees who satisfy these criteria and who are required to perform supervisory functions.

- f) “Administrative employee” means an employee who normally supervises persons engaged in office administration, construction, security or maintenance work who are represented by another trade union. This definition includes employees who share a community of interest with “supervisors”.
- g) “Associated employees” means employees in positions which normally require a university degree or equivalent education or experience. This definition encompasses employees who share a community of interest with “professional engineers”, “scientists” or “professionals” and includes, but is not limited to, Nurses and System Control Operators. “Associated employees” includes employees who satisfy these criteria and who are required to perform supervisory functions.

3.3 Supervisory Employees - Code of Ethics

The IESO 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 the IESO. As members of the IESO's managerial staff, supervisors use judgment to express and make operative the decisions of Management. They are responsible for fostering a healthy work environment. The parties recognize the responsibility of supervisors to discharge their supervisory duties in good faith. The Society and the IESO will identify, minimize and/or avoid the conflicts/perceived conflicts of interest that may arise concerning the relationship between supervisors, The Society and the IESO.

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.

3.4 Conflict of Interest - Internal Audit and Security Staff

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

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

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

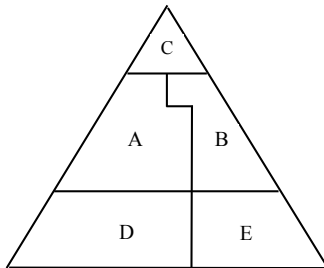
Any conflict of interest involving internal audit and security staff will be subject to an expeditious internal confidential review/resolution process. If the internal resolution process is not capable of resolving the conflict of interest, then an expeditious external process will be activated.

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

3.5 Exclusions Process

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

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

INDEPENDENT ELECTRICITY MARKET OPERATOR
ATTACHMENT 1 - Request for Society Exclusion

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

Date	job title	schedule/grade
Department		

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

Managerial Exclusion Confidential Exclusion Within Another Trade Union

<p>SOCIETY UNIT DIRECTOR</p> <p><input type="checkbox"/> Agreed <input type="checkbox"/> Disagreed</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>Society Unit Director (signature)</p> <p>_____</p> <p>Date: _____</p>	<p style="text-align: right;">SOCIETY STAFF OFFICER</p> <p style="text-align: right;"><input type="checkbox"/> Agreed <input type="checkbox"/> Disagreed</p> <p>If disagreed, why?</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>Society Staff Officer (signature)</p> <p>_____</p> <p>Date: _____</p>
--	--

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

Line Management (signature)	Human Resources Department (signature)
_____	_____
Date: _____	Date: _____
<i>Note: See Article 3 of The Society-IESO Collective Agreement for the complete Recognition Clause and Addendum 1. For clarification or information regarding exclusion, please contact your Human Resources Officer or The Society Office or a Society Unit Director.</i>	

3.6 Successor Rights

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

3.6.2 The successor rights provisions of the applicable labour relations statute shall be incorporated by reference into this Collective Agreement. No board of arbitration established pursuant to the grievance and arbitration provisions of this contract has jurisdiction to make any decision within the jurisdiction of the Labour Relations Board and nothing herein is intended to affect the jurisdiction of the Labour Board to resolve disputes related to the application of the provisions of the statute. For purposes of s.48 of the Ontario Labour Relations Act, the Ontario

Labour Relations Board shall be deemed to be a Board of Arbitration for the resolution of disputes related to the interpretation, application, administration or alleged violation of this provision of the Collective Agreement. The remedial powers of the Labour Board shall be as set out in the relevant statutory provisions governing successor rights.

4 EMPLOYEE CLASSIFICATIONS

4.1 Probationary Employees

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

4.2 Regular Employees

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

4.2.1 Reduced Hours of Work Regular Employees

A reduced hours of work regular employee is an employee who has regular status but works less than the base hours for a full-time position. The employee's benefits and working conditions are pro-rated and based on the entitlements of the regular employees. The pro-rating is described in Article 38 (Reduced Hours of Work).

4.3 Temporary Employees

4.3.1 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 8 (Temporary Employees).

4.3.2 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 8 (Temporary Employees).

4.3.3 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 8 (Temporary Employees).

5 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.

5.1 Established Commencement Date (ECD)

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

a) Regular

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

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

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

b) Temporary

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

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

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

5.2 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 the IESO's 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.)

5.3 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 42.7). The EEV and VCD determine total years credit for vacation entitlement (days) and severance entitlements.

5.4 Service Recognition Date (SRD)

The SRD for regular employees represents all service while an IESO 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 IESO 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 (it should never be pro-rated).

Authorized Adjustments:

a) Personal Leaves of Absence

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

- personal leave of absence with pay; or
- personal leave of absence without pay which is less than 15 working days; or
- personal leave of absence without pay which is more than 15 working days and which was started on or after April 15, 1993 -- only that portion which was taken during the period from April 15, 1993 to August 31, 1997.
- prepaid leave of absence, under the enhanced leaves of absence policy dated April 16, 1993, greater than eight (8) weeks.
- Personal leave of absence without pay which has been granted under Article 44.4 to enable the employee to deal with a serious, critical or terminal illness of an immediate family member (parent, spouse (including common law and same sex) or child.

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).)

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

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

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

6 TEMPORARY ASSIGNMENTS

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

In such instances, the parties agree that:

6.1 Employees Temporarily Excluded from Society Jurisdiction

6.1.1 The Society shall be given prior notice of any temporary assignment exceeding three months' duration that the IESO considers outside the bargaining unit, along with a rationale for the proposed exclusion.

6.1.2 The Society shall continue to represent employees who have been temporarily removed from their regular positions to perform work outside the bargaining unit for the first three months of the temporary

assignment. Dues shall be deducted and remitted to The Society for the three month period.

6.1.3 Except where otherwise specified in this Agreement, Society-represented employees who are temporarily assigned to positions outside the bargaining unit shall have access to all benefits, plans or entitlements under Article 55 (Extended Health Benefits), Article 56 (Dental Plan), Article 57 (Semi-Private Hospital Accommodation Plan), Article 59 (Group Life Insurance), Article 60 (Pension), Part X (Relocation Assistance), Article 62 (Vacancies) and Article 64 (Employment Continuity) of the Collective Agreement for the full duration of the assignment.

6.2 Employees Temporarily Included in Society Jurisdiction

6.2.1 The IESO personnel from outside The Society's bargaining unit who are temporarily assigned work within Society jurisdiction shall be represented by The Society for that portion of the assignment extending beyond three months, and dues shall be deducted for the period beyond three months.

6.2.2 During the period of Society representation, temporarily included employees shall be subject to the provisions of the Collective Agreement, but the following shall not apply:

- Article 18, 19, (excluding 19.4), 24 (Performance Pay Plan), 26
- Part VI (Absence from Work) except articles 53 (Extreme Weather Conditions) and 54 (Bush Fire Fighting and Volunteer Fire Brigades).
- Part VII (Health Benefits) - with the exception of Article 58
- Part VIII (Group Life Insurance)
- Article 60 (Pension Plan)
- Part X (Relocation Assistance)
- Articles 31, 32, 33, 35, 36, 37, 38, 40, 41, 53, 54, 61, 62, 63, 64, 65, 66, 74, 75, 81.
- Other provisions or Agreements to the extent they concern the above

6.3 Grievance

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

7 EMPLOYEES ON TEMPORARY OUT-OF-PROVINCE ASSIGNMENT

7.1 Terms and Conditions of Employment During Assignment

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

- a) retains his/her status as an employee of the IESO;
- b) continues to accrue service credit for all purposes under Article 5 of the Collective Agreement;
- c) is required to pay Society dues during the term of any assignment beginning on or after January 1, 1995.

7.1.2 The employee remains represented by The Society until he/she begins this assignment. When an employee accepts a personal service contract, that contract together with this Article shall constitute the employee's complete terms and conditions of employment for the full term of the assignment. The IESO will advise The Society after a personal service contract with a Society-represented employee is signed.

7.1.3 The IESO will indemnify, or cause to be indemnified, each employee who, in the course of work on temporary out-of-province assignment, becomes subject to a claim made against him/her or to a threat of discipline from an association with statutory power to apply professional standards. The IESO's "Employee Indemnification Policy" (08-03-01) will apply unless indemnification provisions specific to a given contract or project are identified in the personal services contract.

7.2 Filling the Pre-Assignment Position

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

7.3 Redeployment Upon Completion of Assignment

7.3.1 The line manager in the employee's pre-assignment position shall provide or shall identify appropriate personnel to provide the returning employee with employment-related information and assistance and to carry out the provisions of this Subsection upon completion of the assignment and return to Ontario.

7.3.2 When the employee's pre-assignment position with the IESO continues to exist and has not been filled or has been filled temporarily, the employee shall return to that position.

7.3.3 When the employee's pre-assignment position with the IESO no longer exists or has been filled regularly, and the employee is not surplus by operation of Article 64, the employee shall be placed in an IESO vacancy for which he/she is qualified, in the following order:

- a) a lateral vacancy within the employee's pre-assignment location;

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

7.3.4 Placements under Subsection 7.3.3 (a), (b) or (c) above are exceptions to the IESO posting requirements, consistent with Subsection 62.6.1 (b).

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

7.4 Employment Continuity During Temporary Out-of-Province Assignment

7.4.1 Employees on temporary out-of-province assignments will be neither advantaged nor disadvantaged with respect to rights under Employment Continuity upon return from the assignment.

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

- the number of employees who are on temporary out-of-province assignments;
- the duration of the assignments;
- the seniority of the affected employees;
- the qualifications of the affected employees;
- the ability to factor the employee into the ongoing joint planning efforts (i.e., will the employee be returning during or shortly after the joint planning process);
- the ability to fill positions in the new organization on a temporary assignment basis in order to accommodate a returning employee;
- the need to fill positions in the new organization on a continuing basis;
- the need to keep employees apprised of developments that may impact on their job status during the assignment.

7.4.2 If an employee is declared surplus while he/she is on temporary out-of-province assignment, the employee will be notified and all surplus

entitlements will be deferred until the employee completes the assignment and returns to Ontario.

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

- a) the employee would have been matched to a position by virtue of seniority and qualifications and is, therefore, deemed not surplus; and
- b) the employee will not be matched in the redeployment; then the employee will be entitled to treatment under Section 7.3 above.

8 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.

8.1 Society Notification

The IESO 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 18 months requires the agreement of The Society. At 24 months, the IESO 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. Prior to hiring a temporary employee for greater than 9 months, the IESO will post the position company wide and electronically for a minimum of 5 working days.

Temporary employees will have their applications for vacancies considered in accordance with Article 62.6.3.

Notwithstanding the above, the IESO may utilize a temporary employee for up to 36 months with the approval of the appropriate Society Unit Director.

8.2 Temporary Employees with Less than 12 Months' Service

8.2.1 Compensation and Benefits Treatment

- i) Vacations: payment of the prorated amount of 15 days adjusted earnings or 4%, whichever is greater.
- ii) Statutory Holidays: pay for statutory holidays provided the employee has more than three months' accumulated service or according to the *Employment Standards Act*, whichever is more provident.
- 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) Kilometer Rates: same as regular employees.
- viii) Personal Travel and Accident Benefits: same as regular employees.

8.2.2 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.

8.3 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 8.2 above, except for 8.2.1 (iv), will also apply to these employees.

8.4 Temporary Employees Working Reduced Hours

Temporary employees who work reduced hours will have the items listed in Sections 8.2.1 and 8.2.2 pro-rated in accordance with the provisions outlined in Article 38 (Reduced Hours of Work).

9 VRA AMENDMENTS

A Voluntary Recognition Agreement (VRA) between Ontario Hydro and The Society came into effect on January 14, 1992. A complete text of the VRA between Ontario Hydro and The Society is found in Addendum 1. The VRA, as amended in this Article, is applicable to the IESO. The VRA shall remain in effect thereafter except for Sections 4.0 and 5.0 of the VRA (outlined in Articles 14 and Addendum 4 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, 2005 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, the IESO may require that the supervisors defined in Section 9.1 form a separate bargaining unit for which The Society shall be recognized as the bargaining agent and for which there shall be a separate Collective Agreement. In addition, The Society shall continue to be recognized as the bargaining agent for non supervisory staff defined in the VRA. Disputes on the identification of supervisors shall be submitted to a mutually acceptable arbitrator for settlement. If the parties fail to agree to appoint an arbitrator, either party may refer the matter to the Ontario Minister of Labour or the Chief Justice of the Ontario Court of Justice who shall appoint a single arbitrator. The arbitrator will have the power accorded arbitrators under the Ontario Labour Relations Act. If the IESO 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, 2005, 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, 2005 or thereafter six months prior to the expiration of any subsequent Collective Agreement. In such circumstances the parties will have the right, if either party so chooses, to appoint a mutually agreeable mediator for the purpose of reaching a settlement of the issues and where there is mutual agreement the mediator shall arbitrate outstanding matters in dispute.

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

9.1 Supervisory Employees

For the purposes of this Article, the parties agree that supervisory positions are those that are not excluded under Article 3.0 above and that satisfy the following criteria:

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

10 SOCIETY MEMBERSHIP AND DUES DEDUCTION

10.1 Membership in The Society

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

10.2 Dues Deduction (Rand Formula)

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

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

11 PRINCIPLES REGARDING INVOLVEMENT WITH RESPECT TO SUCCESSOR RIGHTS

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

- a) Prior to the finalization of negotiations that could lead to the sale of all or part of the business, privatization of all or part of the business, the creation of joint ventures or partnerships or other enterprises which could adversely impact on The Society's bargaining rights or the contractual rights of its members, The Society will be consulted to the extent that circumstances reasonably permit. The Society agrees that confidentiality will be maintained.
- b) The parties agree to attempt to minimize the negative impacts on the IESO employees in these circumstances.
- c) The IESO agrees to apprise any external third party involved in negotiations that the IESO has employees represented by The Society and the IESO will undertake to provide The Society with an opportunity to present its interests to the third party.

PART III – DISPUTE RESOLUTION PROCESSES

12 No Discrimination

12.1 Human Rights

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

Any Society-represented employee involved in the IESO's Human Rights and Complaints process may consult with and be accompanied by a Society representative if he/she chooses to do so. No record of a complaint will be maintained in an employee's employment file, except in the case of individuals who have received disciplinary action.

Any person against whom a formal complaint is filed must be given particulars of the complaint.

12.2 Union Activity

The IESO shall not discriminate against an employee on the basis of membership or activity in The Society. An employee who has a complaint of such discrimination has the right to seek redress under Article 15 "Complaint and Grievance/Arbitration Procedure".

13 EMPLOYEE INDEMNIFICATION

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

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

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

14 VOLUNTARY RECOGNITION AGREEMENT DISPUTES

14.1 Enforcement

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

Subject to the conditions of this Agreement, if a mediator or arbitrator is not appointed within 30 days of a matter being referred to mediation and/or arbitration, either The Society or the IESO shall have the right to refer the matter to the Ontario 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. The arbitrator will have the power accorded under the Ontario Labour Relations Act.

14.2 Selection of Mediators and Arbitrators

Mediators and arbitrators shall be selected from the list of mutually acceptable persons which include those set out in Addendum 8 of the Collective Agreement and the costs of using them will be shared equally by the IESO and The Society.

15 COMPLAINT AND GRIEVANCE/ARBITRATION PROCEDURE

15.1 Preamble and Principles of Operation

The following dispute resolution procedure consists of three steps: a complaint process (Step 1), a Joint Grievance Review Committee (JGRC) (Step 2) and a regular or expedited arbitration (Step 3A or 3B) process. These processes will be used by the Parties in order to resolve all disputes taking the form of complaints and/or grievances, as defined below, unless the parties have expressly agreed elsewhere in this Agreement on an alternate dispute resolution process to deal with the matters at issue. Such alternate dispute resolution processes limit the scope of the grievance/arbitration process set out in this article.

Before filing a grievance the parties will make good faith efforts to informally resolve the matter(s) at issue. It is understood that proposals for settlement discussed during Steps 1 and 2, or during efforts at informal resolution, will not prejudice either party at the arbitration stage.

15.2 Definitions

a) Employee Complaint

An employee complaint is a claim of unfair treatment presented to the employer by The Society on behalf of an employee.

b) Employee Grievance

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

c) Group Grievance

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

d) Policy Grievance

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

The Society may initiate a Policy Grievance to challenge any unreasonable, arbitrary or bad faith action taken by the IESO which results in the exclusion of any employee or position from the bargaining unit.

e) Company Grievance

The IESO may file a grievance with The Society alleging breach of this Collective Agreement. Such grievances shall be treated in the same manner as a policy grievance under this article.

15.3 Scope Notes

Grievances concerning the Performance Pay Plan will be processed in accordance with Article 18. The parties agree that performance pay complaints may be grouped together when heard by the Joint Grievance Resolution Committee.

Job evaluation complaints shall be processed in accordance with this Article.

Disputes concerning Article 68 relating to the Occupational Health and Safety Act or Part II of the Canada Labour Code will normally be referred to the Ministry of Labour consistent with Article 69.

The scope of the Complaint and Grievance/Arbitration process includes policies listed in Article 79.

Both the IESO and The Society have access to the grievance/arbitration procedure for disputes arising from the application of Part II (Recognition) and Addendum 1. If such disputes proceed to arbitration, the arbitrator will consider the principles contained in Article 1.0.

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

15.4 Timeliness

The grievance procedure shall proceed without unnecessary delay. It is recognized that in some cases strictly enforced time limitations may interfere with a mutually acceptable

process of fact finding or problem resolution. However, either Party may invoke a time limitation upon five (5) days' written notice to the other Party. Except by mutual agreement, time limits for initiating a complaint/grievance, however, must be adhered to.

15.5 Step 1: Employee Complaint

- a) The Society Unit Director or a Society Delegate must file an employee's complaint with the complainant's supervisor within 30 working days of the date the employee should reasonably have been aware of the action or decision giving rise to the complaint.
- b) Where a complaint of unfair treatment raises allegations relating to human rights or harassment, the parties will attempt to agree on the terms for a step 1A fact-finding investigation before the complaint is advanced to step 2 of the Dispute Resolution Procedure. At step 1A, a fact-finding investigation may include:
 - i) the use of a neutral investigator agreeable to both parties;
 - ii) consideration of reports from preceding investigations;
 - iii) interviews with affected employees.

The parties involved will attempt to reach agreement on a joint statement of facts based upon the findings of the investigation. Either party may rely upon such statement at step 2 or step 3.

Based upon the findings of the investigation, the IESO will determine their course of action and inform The Society of same, in a timely manner.

If The Society does not agree, it may advance the allegation/complaint to step 2 of the dispute resolution procedure.

With the consent of the affected parties, mediation may be appropriate in the circumstances. A list of investigators and/or mediators is identified within Addendum 8.

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

- c) Where mutually agreeable, The Society may initiate an employee grievance arising from disciplinary suspension or discharge directly at Step 2. Benefits grievances shall be initiated at Step 2.
- d) All matters in dispute relating to Article 64, including individual complaints/grievances with be initiated at Step 2.
- e) Local management and The Society representative will meet to attempt resolution within ten (10) working days of the date that the complaint is filed. Any resolution at Step 1 will be without prejudice and will not constitute a precedent in any other matter between the Parties except by written agreement.

15.6 Step 2: Meetings of the Joint Grievance Resolution Committee

- a) The Society may file an employee grievance, at Step 2, within ten (10) working days of the Step 1 meeting. A Policy grievance shall be initiated at Step 2. A grievance must be filed by letter by a Unit Director, or designate, with a management designate. Management will keep The Society apprised at all times as to the management designates for the purpose of receiving Step 2 letters.
- b) *Representatives from each party will have a pre-meeting discussion two weeks prior to each Step 2 meeting in order to review issues and discuss facts and information relevant to the grievance. This meeting is intended to ensure that the parties are prepared to use the Step 2 meeting efficiently.*
- c) The parties will form a standing Joint Grievance Resolution Committee that will meet on a pre-booked, bi-monthly basis. Each party will appoint one standing member to this Committee. These appointees must be representatives with decision-making authority.
- d) Any settlement of a Step 2 grievance must be in writing and signed by the members of the JGRC. Such resolution shall be final and binding on the Parties. The JGRC may, on consensus, refer a grievance back to local parties for resolution with additional guidance and/or information. Nevertheless, if the grievance is not resolved it will be automatically referred to arbitration unless withdrawn by The Society.

15.7 Employment File

- a) Documents communicating discipline and discharge will be maintained in the employee's official employment file (normally 901 file).
- b) Unless otherwise agreed to, after documents communicating discipline have been on an employee's file for a maximum of two years, and there have been no further disciplinary occurrences, then the documents communicating discipline will be removed.

15.8 Step 3 - Grievance Arbitration

When resolution is not achieved at Step 2, grievances will automatically advance to Step 3A (regular arbitration) or Step 3B (expedited arbitration) unless withdrawn by The Society. Absent the consensus of the JGRC, grievances shall proceed to Step 3A. Termination, discipline, harassment and discrimination grievances shall only proceed to Step 3A. All grievances relating to article 64 shall proceed to Step 3B.

- a) The parties will agree, on an annual basis, to arbitrators for both the regular (Step 3A) and expedited (Step 3B) arbitration procedures, and may on joint agreement engage other arbitrators on a case by case basis. A back up arbitrator will be agreed on for the Step 3B process. The parties will agree on a special arbitrator to hear all grievances related to benefits.

- b) For expedited Arbitration, the parties will exchange Briefs one week prior to the Hearing, with a copy to the Arbitrator, outlining their respective positions and proposed resolution. Normally no witnesses will be called unless the Arbitrator so directs. The parties may submit a joint statement of facts. The arbitrator's award shall be delivered within 10 working days following the hearing. Each Party shall assume its own costs of the arbitration proceedings and shall share equally the cost of the arbitrator.
- c) 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.
- d) The arbitrator shall have the power to settle or decide such matters as are referred to him/her in a fair and equitable manner, and the arbitrator's decision shall be final and binding. An arbitrator shall not have the power to amend or terminate this Agreement, policies, or procedures save only any policies and procedures which may conflict with the terms of this Agreement

15.9 *The parties will agree on an updated list of arbitrators. The parties must jointly agree on the selection of an arbitrator for arbitration which may include an arbitrator not on the list of arbitrators.*

16 DISCIPLINE AND DISCHARGE

16.1 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.

16.2 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.

16.3 Where an employee is required to participate in an interview in circumstances where discipline is likely to follow for such employee, the employee shall be advised of his/her right to have a Society representative present, and to have such a representative present during the interview if he/she chooses.

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

- 17.1** The IESO should advise The Society and provide an opportunity for its involvement at the appropriate organizational level prior to making any final decision which could adversely affect The Society's jurisdiction.

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

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

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

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

- 17.4** In the event that consensus is not reached on issues affecting The Society's jurisdiction or Senior Management rejects the joint/tripartite team's recommendation(s), the IESO will make the final decision and will provide written rationale for the decision to The Society.

- 17.5** The principle and process set out in 17.1 to 17.4 are not grievable with the exception of the IESO final decision. The recommendations of joint tripartite teams are without prejudice and cannot be relied upon at grievance/arbitration or before any labour relations board.

18 PERFORMANCE PAY COMPLAINTS

- 18.1** The following complaints may be processed through the grievance/arbitration procedure in accordance with Article 15. These are:

- a) complaints concerning the interpretation or application of Article 19 ("Performance Appraisal Feedback and Advanced Warning of Reduced Performance Pay Standing");

- b) complaints from employees whose performance standing is below the reference point (100%) of the job and who have been held at the same level, in the same position, for two successive years;
- c) complaints from The Society on policy matters concerning the interpretation, application and administration of the Performance Pay Plan.

18.2 In the situation where an employee submits a grievance in accordance with Section 18.1(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.

18.3 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.

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

19.1 Principles

19.1.1 Supervisors are expected to ensure all employees understand what is expected of them, encourage ambitious goal setting, stress accountability for results, and tolerate honest mistakes but not poor performance.

19.1.2 The Performance Appraisal process will be conducted in an atmosphere of mutual respect and empathy to encourage a positive two-way communication session. The employee should be given adequate notice and time to prepare.

- 19.1.3** The supervisor will endeavour to provide recognition to employees commensurate with contribution and performance. Performance expectations should be guided by the job document, work program of the unit and the employee's length of service in the job.
- 19.1.4** The supervisor should communicate on an ongoing basis and counsel the employee toward improved performance. Also, opportunities for improvement, training, performance counseling, assistance and sufficient opportunity and time to raise performance to the level required, should be part of the building blocks for the future.
- 19.1.5** The employee is responsible for recognizing that a problem exists and making a joint commitment to improve performance, or to jointly look at other alternatives, such as job skill match, etc.
- 19.2** Every employee has the right to an annual assessment with written feedback of his/her work over the preceding twelve (12) months.
- 19.3** Employee must be provided with a written record of the performance appraisal. Employees should receive written confirmation that the performance appraisal has taken place, and a statement of the employee's performance pay standing as of the next performance pay adjustment date.
- 19.4** 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.

20 ROLE OF SUPERVISORS

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

PART IV - SALARY & COMPENSATION ITEMS**21 SALARY SCHEDULES**

- 21.1** Salary rates shall be in accordance with Salary Schedules 01, 02, 03, 04, 05, 06, 07, 08, 09, 10, 13, and 18 which are part of this Agreement. Note: Only Salary Schedules 01 and 04 are active within the current organization of the IESO. The remaining salary schedules shall be retained by the Human Resources Department.
- 21.2** For the following years effective the first day of the fiscal calendar year, base salaries for schedule 01 will increase as follows:
2010 by 2.6%
2011 by 2.7%
2012 by 2.85%
- 21.3** Adjustments to Salary Schedule 04 will be made in accordance with the agreed formulae.

2010 Salary Schedule 01
Standard Schedule for Management & Professional Staff - Dollars per week
Effective January 1, 2010
(N.B. This schedule covers a 35 hour work week)

REF. POINT	MP1	MP2	MP3	MP4	MP5	MP6	
MAXIMUM	115	1,970	2,100	2,239	2,388	2,546	2,714
	114	1,952	2,082	2,220	2,367	2,524	2,691
	113	1,935	2,064	2,200	2,346	2,501	2,667
	112	1,918	2,045	2,181	2,325	2,479	2,644
	111	1,901	2,027	2,161	2,304	2,457	2,620
	110	1,884	2,009	2,142	2,284	2,435	2,596
	109	1,867	1,990	2,122	2,263	2,413	2,573
	108	1,850	1,972	2,103	2,242	2,391	2,549
	107	1,833	1,954	2,083	2,221	2,369	2,526
	106	1,815	1,936	2,064	2,201	2,346	2,502
	105	1,798	1,917	2,044	2,180	2,324	2,478
	104	1,781	1,899	2,025	2,159	2,302	2,455
	103	1,764	1,881	2,006	2,138	2,280	2,431
	102	1,747	1,863	1,986	2,118	2,258	2,408
	101	1,730	1,844	1,967	2,097	2,236	2,384
REF. POINT	100	1,713	1,826	1,947	2,076	2,214	2,360
	99	1,696	1,808	1,928	2,055	2,192	2,337
	98	1,678	1,790	1,908	2,035	2,169	2,313
	97	1,661	1,771	1,889	2,014	2,147	2,290
	96	1,644	1,753	1,869	1,993	2,125	2,266
	95	1,627	1,735	1,850	1,972	2,103	2,242
	94	1,610	1,717	1,830	1,952	2,081	2,219
	93	1,593	1,698	1,811	1,931	2,059	2,195
	92	1,576	1,680	1,791	1,910	2,037	2,171
	91	1,559	1,662	1,772	1,889	2,014	2,148
	90	1,541	1,644	1,752	1,869	1,992	2,124
	89	1,524	1,625	1,733	1,848	1,970	2,101
	88	1,507	1,607	1,713	1,827	1,948	2,077
	87	1,490	1,589	1,694	1,806	1,926	2,053
	86	1,473	1,570	1,675	1,785	1,904	2,030
	85	1,456	1,552	1,655	1,765	1,882	2,006
	84	1,439	1,534	1,636	1,744	1,859	1,983
	83	1,422	1,516	1,616	1,723	1,837	1,959
	82	1,404	1,497	1,597	1,702	1,815	1,935
	81	1,387	1,479	1,577	1,682	1,793	1,912
MINIMUM	80	1,370	1,461	1,558	1,661	1,771	1,888
		MP1	MP2	MP3	MP4	MP5	MP6
Unrounded reference points		1,712.6758	1,826.1406	1,947.1224	2,076.1193	2,213.6622	2,360.3173

Note: Staff working at the Clarkson System Control Centre in the System Control Operator job classifications have a 40 hour normal work week. The unnumbered LOU entitled APPLICATION OF PLAN A TO SYSTEM CONTROL OPERATORS dated February 3, 1997 will be deleted.

2011 Salary Schedule 01
Standard Schedule for Management & Professional Staff - Dollars per week
Effective January 1, 2011
(N.B. This schedule covers a 35 hour work week)

REF. POINT	MP1	MP2	MP3	MP4	MP5	MP6	
MAXIMUM	115	2,023	2,157	2,300	2,452	2,614	2,788
	114	2,005	2,138	2,280	2,431	2,592	2,763
	113	1,988	2,119	2,260	2,409	2,569	2,739
	112	1,970	2,100	2,240	2,388	2,546	2,715
	111	1,952	2,082	2,220	2,367	2,524	2,691
	110	1,935	2,063	2,200	2,345	2,501	2,666
	109	1,917	2,044	2,180	2,324	2,478	2,642
	108	1,900	2,025	2,160	2,303	2,455	2,618
	107	1,882	2,007	2,140	2,281	2,433	2,594
	106	1,864	1,988	2,120	2,260	2,410	2,569
	105	1,847	1,969	2,100	2,239	2,387	2,545
	104	1,829	1,950	2,080	2,217	2,364	2,521
	103	1,812	1,932	2,060	2,196	2,342	2,497
	102	1,794	1,913	2,040	2,175	2,319	2,473
	101	1,777	1,894	2,020	2,153	2,296	2,448
REF. POINT	100	1,759	1,875	2,000	2,132	2,273	2,424
	99	1,741	1,857	1,980	2,111	2,251	2,400
	98	1,724	1,838	1,960	2,090	2,228	2,376
	97	1,706	1,819	1,940	2,068	2,205	2,351
	96	1,689	1,800	1,920	2,047	2,182	2,327
	95	1,671	1,782	1,900	2,026	2,160	2,303
	94	1,653	1,763	1,880	2,004	2,137	2,279
	93	1,636	1,744	1,860	1,983	2,114	2,254
	92	1,618	1,725	1,840	1,962	2,092	2,230
	91	1,601	1,707	1,820	1,940	2,069	2,206
	90	1,583	1,688	1,800	1,919	2,046	2,182
	89	1,565	1,669	1,780	1,898	2,023	2,157
	88	1,548	1,650	1,760	1,876	2,001	2,133
	87	1,530	1,632	1,740	1,855	1,978	2,109
	86	1,513	1,613	1,720	1,834	1,955	2,085
	85	1,495	1,594	1,700	1,812	1,932	2,060
	84	1,477	1,575	1,680	1,791	1,910	2,036
	83	1,460	1,557	1,660	1,770	1,887	2,012
	82	1,442	1,538	1,640	1,748	1,864	1,988
	81	1,425	1,519	1,620	1,727	1,841	1,963
MINIMUM	80	1,407	1,500	1,600	1,706	1,819	1,939

	<u>MP1</u>	<u>MP2</u>	<u>MP3</u>	<u>MP4</u>	<u>MP5</u>	<u>MP6</u>
Unrounded reference points	1,758.9181	1,875.4464	1,999.6947	2,132.1745	2,273.4311	2,424.0459

Note: Staff working at the Clarkson System Control Centre in the System Control Operator job classifications have a 40 hour normal work week. The unnumbered LOU entitled APPLICATION OF PLAN A TO SYSTEM CONTROL OPERATORS dated February 3, 1997 will be deleted.

2012 Salary Schedule 01
Standard Schedule for Management & Professional Staff - Dollars per week
Effective January 1, 2012
(N.B. This schedule covers a 35 hour work week)

REF. POINT	MP1	MP2	MP3	MP4	MP5	MP6	
MAXIMUM	115	2,080	2,218	2,365	2,522	2,689	2,867
	114	2,062	2,199	2,345	2,500	2,666	2,842
	113	2,044	2,180	2,324	2,478	2,642	2,817
	112	2,026	2,160	2,303	2,456	2,619	2,792
	111	2,008	2,141	2,283	2,434	2,595	2,767
	110	1,990	2,122	2,262	2,412	2,572	2,742
	109	1,972	2,102	2,242	2,390	2,549	2,718
	108	1,954	2,083	2,221	2,368	2,525	2,693
	107	1,936	2,064	2,201	2,346	2,502	2,668
	106	1,918	2,045	2,180	2,325	2,479	2,643
	105	1,899	2,025	2,160	2,303	2,455	2,618
	104	1,881	2,006	2,139	2,281	2,432	2,593
	103	1,863	1,987	2,118	2,259	2,408	2,568
	102	1,845	1,967	2,098	2,237	2,385	2,543
	101	1,827	1,948	2,077	2,215	2,362	2,518
REF. POINT	100	1,809	1,929	2,057	2,193	2,338	2,493
	99	1,791	1,910	2,036	2,171	2,315	2,468
	98	1,773	1,890	2,016	2,149	2,291	2,443
	97	1,755	1,871	1,995	2,127	2,268	2,418
	96	1,737	1,852	1,974	2,105	2,245	2,393
	95	1,719	1,832	1,954	2,083	2,221	2,368
	94	1,701	1,813	1,933	2,061	2,198	2,344
	93	1,682	1,794	1,913	2,039	2,175	2,319
	92	1,664	1,775	1,892	2,018	2,151	2,294
	91	1,646	1,755	1,872	1,996	2,128	2,269
	90	1,628	1,736	1,851	1,974	2,104	2,244
	89	1,610	1,717	1,830	1,952	2,081	2,219
	88	1,592	1,697	1,810	1,930	2,058	2,194
	87	1,574	1,678	1,789	1,908	2,034	2,169
	86	1,556	1,659	1,769	1,886	2,011	2,144
	85	1,538	1,640	1,748	1,864	1,987	2,119
	84	1,520	1,620	1,728	1,842	1,964	2,094
	83	1,502	1,601	1,707	1,820	1,941	2,069
	82	1,483	1,582	1,686	1,798	1,917	2,044
	81	1,465	1,562	1,666	1,776	1,894	2,019
MINIMUM	80	1,447	1,543	1,645	1,754	1,871	1,995

	<u>MP1</u>	<u>MP2</u>	<u>MP3</u>	<u>MP4</u>	<u>MP5</u>	<u>MP6</u>
Unrounded reference points	1,809.0472	1,928.8966	2,056.6860	2,192.9414	2,338.2238	2,493.1311

Note: Staff working at the Clarkson System Control Centre in the System Control Operator job classifications have a 40 hour normal work week. The unnumbered LOU entitled APPLICATION OF PLAN A TO SYSTEM CONTROL OPERATORS dated February 3, 1997 will be deleted.

**2010 Salary Schedule 04
Management and Professional Developmental Schedule - Dollars per week
Effective January 1, 2010**

GRADE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6
01	\$1,008	\$1,204	\$1,268	\$1,332	\$1,396	\$1,461

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.
4. Staff working at the Clarkson System Control Centre in the System Control Operator job classifications have a 40 hour normal work week.

22 ESCALATOR CLAUSE

22.1 In the event that the IESO 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.

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

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

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

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

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

22.3 It is agreed that the provisions of this Article are suspended until December 31, 2012.

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

23.1 Pay Treatment

Salary Schedule 04 will be used for:

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

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

or;

- b) as a bridging salary schedule for employees who are appointed to entry M&P positions from non-M&P salary schedules where such employees are not fully qualified or do not meet the minimum experience requirements for the position.

- 23.2** Individuals with advanced degrees or some applicable experience may be given an appropriate time credit when they are placed on Salary Schedule 04.
- 23.3** 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.
- 23.4** 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.
- 23.5** Progression from step-to-step on Salary Schedule 04 will be dependent upon satisfactory performance.
- 23.6** Step-to-step progression will be at six-month intervals for graduates hired at Step 2 or above.
- 23.7** 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.
- 23.8** Regardless of the date of appointment to an M&P job, individuals will remain on Salary Schedule 04 until they reach the following steps:

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

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

- 23.9** Employees who have reached Step 6 and have not yet been appointed to an M&P job will be treated as special cases to be dealt with on an individual basis by line management.
- 23.10** 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.
- 23.11** 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.
- 23.12** Vacation provisions that apply to M&P staff on Salary Schedule 01 will also apply to employees on Salary Schedule 04.
- 23.13** Articles contained in Part X (Relocation Assistance) will apply to employees paid from Salary Schedule 04 when they are appointed to an M&P job.
- 23.14** 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.
- 23.15** Shift compensation reference point rate for employees on Salary Schedule 04 hired after January 1, 1993 will be 80 percent of MP2.

23.16 Students

Student employees will be paid in accordance with Schedule 04.

24 PERFORMANCE PAY PLAN

- 24.1** During the term of this Collective Agreement (January 1, **2010** to December 31, **2012**, the IESO will not terminate or alter the terms of the Performance Pay Plan (1978, revised 1987) without the agreement of The Society. The current practice for administering the Plan will continue.

- 24.2** The IESO will make minimum performance payouts of 1.5% of base payroll effective the first day of the fiscal calendar year in January **2011** (for the performance year **2010**, 1.5% of base payroll effective the first day of the fiscal calendar year in January **2012** (for the performance year **2011**), and 1.5% of base payroll effective the first day of the fiscal calendar year in January **2013** (for the performance year **2012**)
- 24.3** The IESO will consult with The Society on the performance pay guidelines for any future distribution of performance pay.
- 24.4** Within 90 days of the implementation of any performance payout, the IESO shall provide The Society with the following data in electronic format:
- a) Salary information for Society-represented employees as of December 31 of the preceding year and January 1 of the current year with fields identifying employee number, salary schedule, salary grade, and performance standing for each date, department, and location. If there are five or less employees in any organizational unit, their salary information will be included in the next larger organizational unit.
 - b) Statistics regarding distribution of the year's performance pay adjustments, performance pay standings, and company ratios by salary grade for all performance paid staff. If there are five or less employees in any organizational unit, their salary information will be included in the next larger organizational unit.
- 24.5** Nothing in this article amends or abrogates any terms of the Performance Pay Grievance Settlement, dated June 21, 1996.

25 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.
- *Pay Equity Plan: The parties agree to establish a joint committee to work on the development of a pay equity plan. This project will be completed during the term of this collective agreement and will be reflected in a Letter of Understanding.*

- *Job Evaluation Plan: The parties agree that the committee noted above will also review and discuss the current Job Evaluation Plan.*

26 PROMOTION-IN-PLACE PLANS

26.1 Definition

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

26.2 Principles

- 26.2.1** The Society should be involved in the development and periodic review of PIPs.
- 26.2.2** Either The Society or Management may initiate discussions on PIP proposals.

26.3 Conditions

- 26.3.1** All new and revised PIPs must have the joint agreement of the JSMC. The JSMC will determine the schedule for their review upon request by either party.
- 26.3.2** Salary treatment upon promotion within PIP will be in accordance with Section 63.2.
- 26.3.3** Employment continuity treatment of employees with respect to PIPs will be in accordance with Clause 64.5.2.1.
- 26.3.4** Vacancies for PIP jobs will be advertised in accordance with Clause 62.6.1 (e).
- 26.3.5** All jobs in a PIP must be evaluated under the applicable job evaluation plan.

26.4 Standard Features

All PIPs must have the following features:

- based on a developmental plan to an end position;
- based on the expectation that normally employees in PIP jobs will reach the end position;
- a sunset clause;
- joint Society-Management Agreement on promotion criteria consistent with the PIP;
- promotion within PIP based upon the employee meeting defined criteria (e.g., performance measures, experience, breadth of assignments). If an employee has met

all of the criteria for a promotion, and the only item preventing the promotion is the individual's performance standing, then the promotion should be implemented;

- targeted to have sufficient staff in the higher level positions for unit viability;
- specification of the normal expected time period an employee should take to progress through the various stages of the PIP;
- provision for employees to have a reasonable opportunity to fulfill requirements to qualify for progression within the normal expected time frame.

27 ON-CALL SERVICE

The following on-call service provisions shall apply.

27.1 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.

27.2 Payment

27.2.1 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.

27.2.2 The on-call service payment for any 16-hour period outside normal work hours is twenty dollars and seventy five cents (\$20.75).

27.2.3 The on-call service payment for any 24-hour period outside normal work hours (e.g., Saturday, Sundays, statutory holidays and granted days) is forty-one dollars and fifty cents (\$41.50).

27.2.4 The maximum on-call service payment for a normal work week is two-hundred dollars (\$200.00).

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

28 OVERTIME

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

28.1 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.

28.2 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)
Monday to Friday	Authorized overtime beyond four (4) hours of normal scheduled hours worked in the day	Two times (2T)
Saturday	Authorized overtime.	Two times (2T)
Sunday	Authorized overtime.	Two times (2T)
Statutory Holiday	Authorized overtime.	Monday to Friday: Two times (2T) for all unscheduled hours plus a statutory holiday credit. Saturday: Two times (2T) for all unscheduled hours worked.

28.3 Shift Workers

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

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

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

28.5 Recording Overtime

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

28.6 Appropriate rate of overtime pay for attendance at any training function required by the employer outside of normal scheduled hours worked in the day.

29 TRAVEL TIME

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

29.1 General

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

29.2 Excessive Travel

- a) It is recognized that in some situations travel might be excessive. In these cases, the preference is for the supervisor and the employee to arrive at a mutual agreement as to what constitutes "excessive". This determination should be based on the following considerations:
- the amount of travel time that is required (hours per day, week and month)
 - the choice of travel options
 - the cost of travel choice/option
 - if the employee travels with PWU employees (i.e., internal relativity)

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

Where there is no mutual agreement, 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.

29.3 Emergency Overtime Work

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

29.4 Attendance at Seminars, Conventions, Etc.

- a) When an employee attends a convention, seminar, training course, or similar function and does not arrive at the destination or depart from it until after normal work hours, no additional time allowance will be paid, i.e., this travel time will be considered as part of the employee's contribution to attendance at a mutually benefiting function of this nature.
- b) Where the IESO directs an employee to take a training course, travel time will be compensated in accordance with Article 29.2.

29.5 Flexibility

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

30 SHIFT WORK**30.1 Definitions**

Shift: A shift may span across two days. All scheduled hours of a shift shall be paid on an actual hourly-as-worked basis.

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

Positive/Negative Time Balances: Some effort should be taken to correct time balance to around zero at the end of the annual schedule.

30.2 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. 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 appropriate qualifications 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 IESO'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. 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.

30.3 Compensation Related to Shift Work

a) Shift Premiums

Shift Premiums – 8, 10 and 12 Hour Shifts

Shift work on Saturdays and Sundays	50% of 100% of the MP4 reference point rate per hour worked.
Shift work on statutory holidays	100% of the MP4 reference point rate per hour worked.

Statutory holiday and weekend shift premium shall be paid on an actual hourly-as-worked basis.

b) Shift Differentials

Shift Differentials – 8 and 12 Hour Shifts

- For work on an 8-hour afternoon shift (16:00 – 24:00 hours) – one dollar and five cents (\$1.05) per hour worked
- For work on an 8-hour night shift (00:00 – 08:00 hours) – one dollar and thirty five cents (\$1.35) per hour worked
- For work on a 12-hour night shift only – one dollar and sixty cents (\$1.60) per hour worked.

Shift Differentials - 10 Hour Shifts

- First Shift – 06:00 – 18:00 – no shift differential
- Second Shift – 14:00 – 02:00 hours – one dollar and fifty cents (\$1.50) differential per hour worked

c) Shift Turnover

- A shift turnover allowance will be paid to employees who have been authorized to perform shift turnovers, based on the criteria below and in compliance with the chart below.
- Only one person will be paid for each shift turnover, either the incoming or the outgoing shift, but not both.
- Rights to overtime are waived in favour of the allowances below 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:

<i>Salary Grade</i>	<i>Payment</i>
MP6	\$23.45
MP5	21.90
MP4	20.65
MP3	19.45
MP2	18.15
MP1	17.20

d) Special Circumstances

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

The following items will be credited for pay purposes on an hour-for-hour basis. In the application of the following items a "days" entitlement will mean eight hours, i.e. a 10-hour day/shift will constitute one day and two hours deducted from credits and a 12-hour shift will constitute one and one-half days deducted from credits.

- i)** Vacation
- ii)** Floating Holidays
- iii)** Sick Leave

On 10 and 12 hour day/shifts the following items will be credited for pay purposes on an hour-for-hour basis:

- i)** Leave of Absence/Unpaid Time Off
- ii)** Travel Time
- iii)** Medical and Dental Consultation - Periods of less than four hours shall not be deducted from sick leave credits.

When an employee is scheduled to work a 10-hour day/shift and one of the under-noted conditions occurs, a "day" will be considered to be 10 hours. When an employee is scheduled to work a 12-hour shift and one of the under-noted conditions occurs, a "day" will be considered to be 12 hours.

- i)** Jury duty and attendance at court
- ii)** Funerals
- iii)** Moving Day
- iv)** Time Charges for Attendance at Delegates' Council and meetings of The Society's Board of Directors.

30.4 Ten Hour Shifts

The IESO may assign employees covered by this Article to 10 hour shifts, without a vote. The following conditions shall apply:

Notice

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

- i) Shift change notices between 10 hour shifts will provide at least 12 hours off.
- ii) Shift change notices between a 10 hour shift to a 12 hour shift or vice versa, will provide at least 12 hours off.
- iii) Shift changes notices from a 10 hour shift to an 8 hour shift or vice versa will provide at least 15 hours off.

30.5 Compensation and Working Conditions - 12-Hour Shift Schedule

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

a) General Provisions

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.

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 IESO.

The IESO 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.

- i) 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.
- ii) The 12-hour shift schedule may be cancelled immediately by the IESO should any of the following be adversely affected: safe operation; health of shift workers; public safety.
- iii) When employees have exercised the right to opt out of time-balanced 12-hour shift work, no new 12-hour shift work may be introduced for those employees without the mutual agreement of local management and the local Society Unit Director.

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

b) Overtime

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

c) Basic Statutory Holiday and Special Time Off Provisions

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.

d) Guidelines for the Introduction of 12 hour shifts

Twelve-hour shift work may be introduced in other locations when the following conditions are met:

If local management determines that a 12-hour shift work arrangement is appropriate, a vote will be held in the affected work unit(s).

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

The vote will be determined by a secret ballot scrutinized by the appointees of the IESO and The Society.

30.6 Guidelines for Shift Preparation

- a) Although the content, preparation, costing and administration of shift schedules is the sole responsibility of the IESO, the preference of the majority of shift workers in a department for a particular basic type of schedule will be considered. Such preferences must be made known to IESO four months in advance of the starting date of the new schedule.
- b) An excessive number of 12 hours shift should not be scheduled sequentially. Normally, no more than 3 night shifts and no more than 4 day shifts should be scheduled sequentially. It is recognized that it may be necessary, occasionally, to schedule more shifts to allow for training, meetings other requests by management, and employees. Normally, management and the employee should agree in this situation.
- c) Some effort should be taken to correct time balances to around zero at the end of the annual schedule.

31 SPECIAL CLOTHING

- 31.1 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 the IESO for issue to employees.

- 31.2 The IESO will make bulk purchases of certain types of work clothing, for resale to employees, on the most favourable terms possible.
- 31.3 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.
- 31.4 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.
- 31.5 All clothing issued by the IESO will remain the property of the IESO. Employees may be required to replace item(s) lost or destroyed as a result of their own carelessness.
- 31.6 Staff will be reimbursed for the cost of up to two pairs of protective footwear per year where such footwear is required by the IESO as follows:
- Safety boots/shoes - 50% of actual cost to a maximum of \$75/pair;
 - Electric Shock Resistant Footwear - 75% of actual cost to maximum of \$125/pair
- 31.7 Requests for special items of clothing not specifically mentioned, but which might be reasonably supplied under the conditions set out above, will be considered, each case on its own merits. Such clothing must be kept available for any employee who may require it for the IESO work.

32 PAYMENT FOR USE OF PERSONAL VEHICLE

- 32.1 Where an employee is authorized to use his/her personal vehicle for IESO related business/travel, the rate of reimbursement will be based on the *limit for the deduction of tax-exempt allowances paid by employers to employees using their personal vehicle for business purposes as published by the Department of Finance Canada in their annual Automobile Deduction Limits and Expense Benefit Rates for Business. Each January 1 the IESO will apply the kilometre rate as published by the Department of Finance Canada, for the year. For 2009 the rate is 52 cents per kilometre for the first 5,000 kilometres driven and 46 cents for each additional kilometre.*
- 32.2 By virtue of receiving the above kilometre rates, the employee is responsible for any expenses incurred involving his/her vehicle while on IESO 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.

33 MEAL EXPENSES

Normally, employees are expected to provide their own meals. Where there is a requirement for a meal as a result of legitimate business functions, employees will be entitled to be reimbursed for reasonable out-of-pocket expenses.

34 COMPENSATION WHEN ASSIGNED TO TEMPORARY WORK HEADQUARTERS**34.1 Intent**

- a) When there is an assignment to a Temporary Work Headquarters, the employee and his/her supervisor must have a mutual understanding of the terms of the assignment prior to its commencement using the following provisions.
- b) Employees assigned to a Temporary Work Headquarters should not be separated from their families for exceptionally long periods of time due to work requirements and should be compensated for all reasonable out-of-pocket expenses and travel costs.
- c) When an employee is assigned to a Temporary Work Headquarters, the employee will normally remain at the Temporary Work Headquarters. If there is mutual agreement between the supervisor and employee to commute daily, then the employee may do so.
- d) Employees will be reimbursed for all reasonable out-of-pocket expenses associated with being assigned to the Temporary Work Headquarters.
- e) Employees will be reimbursed for any additional travel costs beyond their normal travel costs to their Regular Work Headquarters.
- f) Travel time on the first trip to, and on the last trip from, the Temporary Work Headquarters shall be either during normal scheduled hours or compensated in accordance with Article 29 (Travel Time) if outside normal scheduled hours.
- g) Selections for Temporary Work Headquarters assignments should not be made on the basis of travel cost considerations.

34.2 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.

34.3 Compensation When Remaining at Temporary Work Headquarters (TWHQ)

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

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

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

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

34.5 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 29 ("Travel Time").

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

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

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

34.6 Exception

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

PART V - WORK ARRANGEMENTS / HOURS OF WORK

35 HOURS OF WORK

35.1 The M&P Salary Schedules 01 and 04 apply to 35 hours of work per week, with regular scheduled hours between 35 and 40 hours per week paid on a prorated basis.

35.2 Reduction of Hours of Work

Where Management reduces the standard hours of work for a position, the following will apply:

- a) The Society and the IESO will attempt to reach a local agreement in advance of the change on a transition which would allow the affected employees to work additional hours above the 35 hour base for an extended period of time with staged reductions.
- b) Failing agreement in accordance with (a), the following treatment will apply:
 - i) Where an employee is within 3 years of eligibility for an undiscounted pension, the employee's normal hours of work will not be reduced for 3 years, or until such time the employee is eligible for an undiscounted pension if earlier, and the employee will continue to receive economic pay adjustments. If the employee does not retire upon qualifying for an undiscounted pension, then their hours of work and base rate will be immediately reduced to the hours and rate of the position.

- ii) For other employees than those in category (i), the employee's working hours and salary will be frozen for a six month period at which point they will be reduced on a pro-rated basis by 2.5 hours. They will be further reduced by increments of 2.5 hours every six months thereafter until such time as the hours of work are the same as that of the new position.

35.3 The IESO will comply with legislative requirements regarding hours of work.

36 REDUCED BASE HOURS (40 HOUR WORKERS)

The base hours of work for employees whose regularly scheduled hours of work are 40 hours is 39 hours per week.

These employees will continue to work 40 hours per week, banking one hour per week at straight time.

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

- j) Effective January 1, 2004 eligible staff are grandfathered under this provision as long as they are in a 40 hour position. After January 1, 2004 this entitlement will have no further application.

37 ALTERNATE HOURS OF WORK ARRANGEMENTS

37.1 Principles

- 37.1.1** That any alternative arrangements will positively affect our customers. That cost, quality, service and value are key to our success.
- 37.1.2** That work is best achieved when individuals manage their own time and accept the accountability and the responsibility for the results.
- 37.1.3** That processes for negotiating and establishing hours of work arrangements will be uniform across the IESO, and accessible to all. The processes will be designed to ensure equitable treatment. However the results of applying the processes may differ across the IESO.
- 37.1.4** That decisions should be made at the most appropriate level that is closest to the work being done.
- 37.1.5** That individual concerns will be factored into group proposals and wherever possible, participation in changed hours of work will be on a voluntary basis.

37.2 Application

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

37.3 Definitions

"STANDARD HOURS OF WORK" are to be worked to provide coverage for the business hours. For people assigned to day work, the standard hours of work shall not begin before 7:00 a.m. nor end after 6:00 p.m. They are:

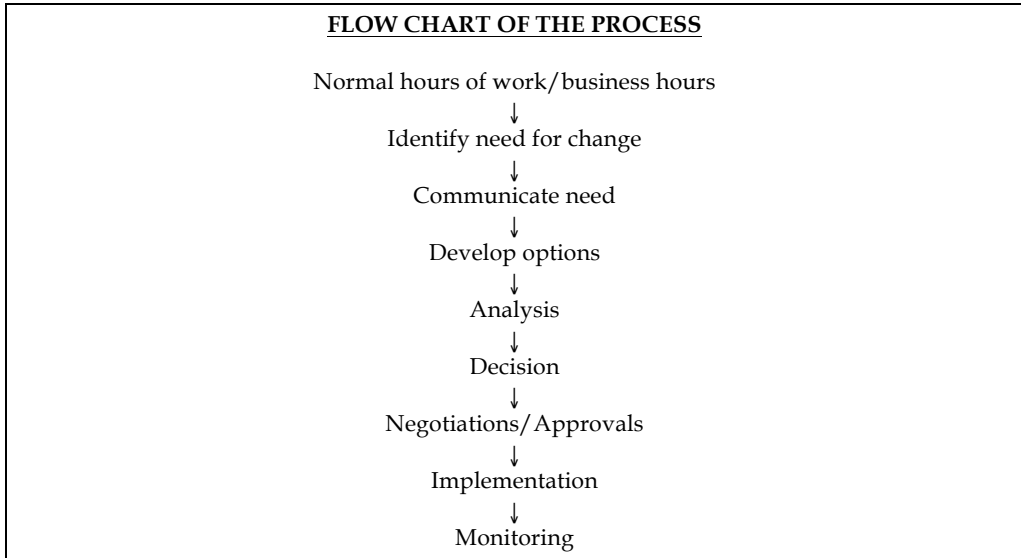
- for 35 hour/week staff - Monday through Friday, 7 hours per day; and
- for 40 hour/week staff - 8 hours per day, Monday through Friday.

In the absence of any other agreed upon arrangements these are the hours which will be worked. In situations where there is need for 24 hour and/or 7 day/week coverage the hours of work will be a matter of local arrangement.

"NORMAL HOURS OF WORK" are either the standard hours of work or another arrangement as agreed upon using this process.

"STANDARD BUSINESS HOURS" are determined by the needs of the business and the customers.

"NORMAL BUSINESS HOURS" are either the standard business hours or another arrangement as agreed upon using this process. The normal business hours are just a variation on the standard business hours. They would normally arise from a change in customer needs.



37.4 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.

37.5 Process

37.5.1 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.

37.5.2 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.

37.5.3 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

37.5.4 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.

37.5.5 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.

37.5.6 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, an Addendum will be established between Management and The Society to document normal hours of work or normal business hours.

All parties to negotiations under Article 37 should negotiate with the support of principals who will ultimately approve negotiated conditions.

37.5.7 **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.

37.5.8 **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.

38 REDUCED HOURS OF WORK (RHOW) ARRANGEMENTS

38.1 **Principles**

- 38.1.1 Employees working RHOW are regular employees and have equal access to all IESO policies and agreements (e.g. employment continuity).
- 38.1.2 The RHOW arrangement must be mutually beneficial and acceptable to both the employee(s) and to the IESO.
- 38.1.3 The benefit entitlement will be prorated, wherever possible and appropriate.

38.2 **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.

"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.

38.3 Guidelines

In determining if a RHOW arrangement is acceptable, the following factors will be considered:

Productivity levels will be maintained or improved. There should be identification of how this change will potentially affect the productivity of the work unit (including assumptions and rationale used to assess the impact), and identification of the proposed method for follow-up and measurement of productivity impact(s) resulting from the change.

The need to maintain staff capability on an ongoing basis is to be taken into account. Identification of the staff capabilities required by the work unit to maintain effective operations, and how the reduced hours of work arrangement will accommodate or improve this capability should occur.

The appropriate level of service to both external customers and internal customers/clients should be provided. There should be identification of the customers/clients of the work unit and the service provided by the work unit to these customers/clients, and anticipation of the impact of the reduced hours of work arrangement on the service provided.

Effective workflow among work units will be maintained. Other work units impacted by the change, and the anticipated impact of the reduced hours of work arrangement on the workflow among the work units should be identified.

Requirements for supervision must be taken into account. Potential issues relating to supervision (e.g., span of hours), and how the work unit plans to deal with these issues should be determined.

The change to reduced hours should be agreeable to both Management and the employee(s) involved. A written Reduced Hours of Work Agreement must be signed to confirm that this matter has been agreed upon by the parties involved.

38.4 General Conditions - Reduced Hours Arrangements

38.4.1 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.

38.4.2 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.

38.4.3 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.

38.4.4 Service Recognition Date (SRD)

For recognition of 5, 15, 25, and 40 years of service with the IESO and consistent with the provisions of Article 2.4, the SRD will not be adjusted.

38.4.5 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 \frac{21}{35} = \420.00 per week.

38.4.6 Pension Plan

38.4.6.1 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.

38.4.6.2 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	\$32,200

Calculate 4% of the base earnings up to the first \$32,200 ($4/100 \times \$32,200 = \$1,288$)

Calculate 6% of the portion of base earnings exceeding the first \$32,200 ($\$45,000 - \$32,200 = \$12,800$) ($6/100 \times \$12,800 = \768)

Calculate proportional Pension Plan contributions ($\$1,288 + \$768 = \$2,056$) ($20/35 \times \$2,056 = \$1,174.86$).

Calendar service will be used to determine eligibility for retirement and death benefits (currently for pension purposes as Eligible Service or Continuous Employment).

Service credit to define the years of Pension Plan membership (years of membership in the Pension Plan) for pension calculation purposes (currently defined by the Effective Date on Pension and Insurance) is prorated. See pension calculation example below.

The Service Credit starts from the date of joining the Pension Plan.

Service for termination benefits is to be credited on a calendar basis starting with the date of hire and is not prorated.

38.4.6.3 Pension Calculation

The following is an example of how the pension of an employee in a Reduced Hours of Work arrangement would be calculated. Assume an employee has the following

years of employment: 20 years full-time, followed by 5 years of 50% part-time, and then 10 years full-time.

For pension eligibility purposes the employee has 35 years' service, i.e. 20 + 5 + 10 to calculate the amount of pension to be received the part-time years are pro-rated.

$20 + 5/2 + 10 = 32.5$ years pensionable service
 $30 + 5/2 \times 2\% = 65\%$ pension.

If the reduced hours years were the last five years, i.e. 30 years full-time + 5 last years at 50% part-time, the part-time earnings would be annualized as follows, assuming the part-time earnings are \$25,000 or 50% of the yearly rate of \$50,000 for the last three years of employment.

The calculation is as follows:

$(30 + 5/2) \times 2\% = 65\%$ pension
 annualized pension is $\$50,000 \times 65\% = \$32,500/\text{year}$.

38.4.7 Life Insurance

Coverage is dependent upon attaining regular status or completion of the three month probationary period, whichever comes first. The basic insurance (2 times salary) plus any additional term insurance will be prorated in accordance with the prorating of wages above.

38.4.8 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 IESO the cost consistent with the appropriate pro-ration. For example:

If an employee works 21 hours per week, he/she would be subsidized for 21/35 or 60% of the costs and he/she would pay the remaining 40%. If an employee chooses not to pay the remaining prorated percentage, there will be no coverage.

38.4.9 Sick Leave

Restoration of sick leave credits for days used will be in accordance with the Sick Leave Plan provisions.

Sick leave should accumulate at the regular times (January 1 or July 1). While ECD is adjusted for other purposes, sick leave accumulation and restoration dates should remain unchanged.

Annual sick leave credits will be prorated, based on normal hours worked.

*Example***100% Entitlement Accumulation**

- Employee works 21 hours per week $21/35 \times 8 \text{ days} = 4.8 \text{ days}$, rounded to 5 days.

75% Entitlement Accumulation

- Employee works 21 hours per week $21/35 \times 15 = 9 \text{ days}$.

Rounding should be to the nearest half day. Time Reporting for vacation, sickness, accident and overtime, etc. will be the same as for any other regular employee.

38.4.10 Long Term Disability (LTD)

Benefits will be based on the employee's normal (scheduled reduced) earnings, excluding overtime and allowances.

38.4.11 Accident Insurance

Employees are eligible for 100% benefit.

38.4.12 Statutory Holidays

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

DAYS WORKED PER WEEK	NUMBER OF DAYS ENTITLED TO PER YEAR
1	2
2	4
3	8
4	8
5	10

The pay on a statutory holiday will be equal to the pay for the average daily hours of the RHOW employee. For example:

An employee works 4 days per week @ 5 hours per day. In accordance with the entitlement table above the employee is entitled to 8 statutory holidays per year. Payment for each statutory holiday will be for 5 hours since that is the average of the 4 days per week the employee works.

38.4.13 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.

38.4.14 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.

38.4.15 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.

38.4.16 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.

38.4.17 Employment Insurance Contributions

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

38.4.18 Canada Pension Plan (CPP)

CPP contributions are based on gross earnings.

38.4.19 Workplace Safety & Insurance Benefits

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

38.5 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 IESO.

(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 the IESO.

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 IESO for the cost consistent with the appropriate proration. Should you elect health and/or dental benefits, the monthly cost will be as follows:

Elected Coverage:

Semi-private hospital coverage _____% \$ _____ Yes / No

Extended Health Benefits _____% \$ _____ Yes / No

Dental Benefits _____% \$ _____ Yes / No

4. All other terms and conditions will be in accordance with the Article on Reduced Hours of Work for Society Represented staff.

The trial period will be for _____ months. The parties agree that the Agreement can be terminated with one month's notice during this trial period in the event the arrangement is unsuccessful.

If you agree with the conditions set out above, please sign one copy of this Agreement for your Personnel File. Also, please indicate if you wish to be covered by any, or all, of the above health and dental benefits.

Manager: _____ Employee: _____

Date signed: _____ Date signed: _____

cc: Human Resources office & Society Unit Director

38.6 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 38.3).

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.

39 SHORT-TERM ABSENCES

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

40 WORK SHARING

- 40.1** “Work sharing” occurs when sufficient members of a work unit agree to work fewer hours for reduced compensation in order to accommodate a temporary reduction in work load and to help maintain employment continuity in the event of an adverse impact situation under Article 64 - Employment Continuity.
- 40.2** Work sharing is a temporary arrangement. A work sharing arrangement will normally not exceed one year in duration but can be extended by mutual agreement. Beyond a period of one year, a work share arrangement will normally be governed by the terms and conditions of Article 38 - Reduced Hours of Work (RHOW) Arrangements.
- 40.3** The Society will be involved in the discussion and negotiation of the work sharing arrangement.
- 40.4** The size of the work unit involved in the work share will be the subject of joint agreement between the IESO and The Society. The agreement of the employees participating in the work sharing arrangement must be obtained prior to implementation. A sufficient number of employees in the work unit must participate in order to make the work share a viable working arrangement.
- 40.5** Either party to a work sharing arrangement will have the right to terminate it with 30 days’ written notice. Following termination of a work sharing arrangement, the previous hours of work arrangement will be reinstated. Reduction in the number of employees in a work sharing arrangement through attrition, promotion, etc. will result in a joint review in order to ascertain the continued viability of the work share.
- 40.6** Employees participating in a work sharing arrangement remain regular employees.
- 40.7** Reduction in hours of work pursuant to a work sharing arrangement will not exceed 20% of regular hours and will be matched by an equivalent reduction in salary for a maximum of one year.
- 40.8** Employees participating in a work sharing arrangement will retain full benefits coverage during the term of the work sharing arrangement up to a maximum period of one year.
- 40.9** Pension, life insurance and LTD coverage will continue to be calculated against regular base earnings during the term of a work sharing arrangement up to a maximum period of one year.
- 40.10** Employees will continue to participate in the performance pay process while participating in a work sharing arrangement.

- 40.11** Employees will not be declared surplus while participating in a work sharing arrangement. This section will be suspended during the operation of Article 64 -- Employment Continuity.

41 TELEWORKING

41.1 Definition of Teleworking:

Telework refers to an IESO employee who:

- Is working out of an office in his/her home;
- Does not normally have another office at the IESO;
- Is not working at home on an occasional or casual basis.

41.2 Collective Agreement Standards:

Where the IESO determines that teleworking may be implemented, the following provisions will apply:

- a) The arrangement will be mutually agreed upon and will be documented prior to commencement of teleworking;
- b) The terms and conditions of the Collective Agreement will apply except where modified by agreement among the IESO, The Society and the employee;
- c) Teleworkers will not be required to meet with customers or other IESO employees in their home;
- d) Teleworking arrangements will be voluntary, and are subject to cancellation as locally agreed;
- e) Teleworking will not change the employment status of the teleworker;
- f) The IESO will provide appropriate health & safety advice and guidance to the teleworker;
- g) The IESO will provide appropriate business and personal security advice to the teleworker;
- h) The IESO shall provide all furnishings/equipment it deems necessary to meet job expectations;
- i) The IESO will pay for additional insurance costs, if required;
- j) If the teleworking arrangement is terminated then the employee will be entitled to relocation assistance as provided in the Collective Agreement;
- k) It is agreed that The Society represents employees who fall within The Society recognition clause of the Collective Agreement and who are teleworking;
- l) The IESO will provide in a timely manner The Society with the names, business phone number and business address of teleworkers.

41.3 Local Agreements

Local management, the employee and The Society will agree on these items as part of a local agreement:

- performance measures
- relevant terms and conditions (e.g. travel)
- training where appropriate

- sunset (with a minimum term)
- cancellation

PART VI - ABSENCES FROM WORK

42 VACATIONS

42.1 Vacation Entitlement

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

42.2 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).

42.3 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.

42.4 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.

42.5 For Sixteen to Twenty-Four Years of Service

Completed Years of Service By the end of the calendar year	Days of vacation
16	25
17	25
18	25
19	25
20	27
21	27
22	27
23	27
24	27

42.6 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.

42.7 External Experience Credit

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

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

Employees who were or are hired directly into, or within one year of their ECD were or are appointed to a Society-represented position and paid from Salary Schedule 01 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 for employees paid from Salary Schedule 01 will be April 1, 1956

Salary Grade Hired Into	Vacation Credit
MP1 *	1 year
MP2**	2 years
MP3	3 years
MP4	4 years
MP5	5 years
MP6	6 years

* 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

42.7.2 Appointments to Positions Paid from Salary Schedule 04

An employee hired on or after December 31, 1981 and paid from Salary Schedule 04 will receive one year's vacation credit. Relevant work experience of one year or more is required to receive this credit.

42.8 Vacation Credit for Prior Service

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

42.9 Vacation Without Pay

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

42.10 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.

42.11 Banked Vacation

Effective January 1, 2007, upon eligibility for 15 working days (three weeks) of annual vacation, employees may defer and accumulate any vacation entitlement beyond 10 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.

42.12 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.

42.13 Vacation Entitlement on Retirement/Termination

Retirement

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

42.14 Vacation Pay on Retirement/Termination is as follows:

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

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

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

The appropriate percentages determined by vacation entitlement are as follows:

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

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

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

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

42.15 Deferment or Interruption of Vacations

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

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

42.15.3 Deferred or interrupted vacation days will be rescheduled at a later date.

43 STATUTORY HOLIDAYS AND FLOATING HOLIDAYS

43.1 The following days are recognized by the IESO as statutory holidays:

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

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.

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

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

When Christmas falls on a Thursday and Boxing Day falls on Friday, an additional half day will be granted on the Wednesday preceding Christmas.

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

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

43.1.4 **Holiday Shutdown**

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

43.2 **Floating Holidays**

Employees who have completed 20 weeks of continuous service in any calendar year are entitled to three floating holidays. Such days will be taken on dates mutually agreeable

to the employee and the supervisor. Floating holidays must be taken in the year they are earned (i.e. there is no carryover for floating holidays).

If an employee terminates after completing 20 weeks of continuous service in a calendar year, the IESO 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 IESO 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 IESO will either make a cash payment for any unused floating holiday credit or recover the value of any unearned portion taken.

44 PAID/UNPAID TIME OFF

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

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

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

44.1 Jury Duty/Required Attendance at Court

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

44.2 Funeral Leave

In the event of the death of a family member, including common law and same-sex partners, 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 a husband, wife (including common law and same sex partners), son or daughter, a period of up to five days is usually 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.

44.3 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.

44.4 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. In the event that an employee requires more than five (5) days off without pay in a year, the first two such additional days (6th and 7th days) will be allowed with pay. Such leave as set out herein is inclusive of any emergency leave entitlements under the Employment Standards Act.

44.5 Employees who served in the Canadian Armed Forces either in an armed conflict or on a peace keeping mission shall be granted time off with pay on Remembrance Day, if requested.

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

At the end of the leave of absence, the IESO is obligated to relocate the employee within the IESO 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.

46 RELEASE OF SOCIETY REPRESENTATIVES

46.1 Intent

The IESO 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.

The IESO 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.

46.2 Specific Circumstances

- 46.2.1** 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.
- 46.2.2** 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 the IESO 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.
- 46.2.3** 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.
- 46.2.4** The IESO 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.

47 PREGNANCY/PARENTAL LEAVE

The entitlements in this article are generally described in the brochure "Pregnancy/Parental Leaves, Society Represented Employees", January 1, 2004.

Definitions

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

Parental leave means a leave of absence for an employee who has been employed by the IESO 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. This leave is for a period of up to 35 weeks if the employee also took a Pregnancy Leave, and up to 37 weeks after it begins if the employee did not take pregnancy leave.

47.1 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 IESO 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 IESO will continue to provide Health & Dental benefits and pay the IMO portion of the contributions for 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 IESO 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.

47.2 Parental Leave

- a) Start Date: The parental leave must begin within 52 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) End Date: Parental leave normally ends 35 weeks after the parental leave began if the employee also took Pregnancy Leave. Parental leave ends up to 37 weeks after it began if the employee did not take pregnancy leave.
- c) Notice: The employee must give the IESO as much notice as possible but in no case will there be less than two weeks' written notice of the date the leave is to begin.
- d) Reinstatement: At the end of parental leave, the employee will be eligible to return to the position the employee had prior to the leave, if it still exists, or to a comparable position, if it does not.
- e) Benefits: The IESO will continue to provide Health & Dental benefits and pay the employer portion of the contributions for 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 IESO written notice that the employee does not intend to pay the employer 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.

47.3 Extensions

- a) An employee who takes a parental leave as per Section 47.2 and who is the parent claiming the status of primary caregiver (i.e. only one parent may claim that status) of a child, may elect to have the parental leave extended (without top-up) for a period of 8 (eight) weeks. This leave shall be granted under the following conditions:
 - i) Benefits: The IESO will continue to pay the IESO portion of benefits as per Subsection 47.2(e) for the duration of the 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.
- b) Requests for extended leaves must be made in writing prior to the commencement of the leave. The employee must give the IESO as much notice as

possible but in no case will there be by no less than two weeks written notice of the date the leave is to begin.

47.4 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 IESO with proof that she/he has applied for, and is eligible to receive Employment Insurance (EI) benefits pursuant to the Employment Insurance Act; and,
 - ii) must be regular and employed by the IESO 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 the parent claiming the status of primary caregiver. In the case of adoptive parents, benefits begin after gaining custody of the child, through legal adoption, where the child is raised in the home.

- b) According to the Supplementary Unemployment Benefit Plan, payments for employees while they are on pregnancy leave will consist of the following:
 - i) for the first two (2) weeks, payments equivalent to ninety-three percent (93%) of the employee's base pay; and
 - ii) when receiving EI benefits, up to fifteen (15) additional weeks' payments, equivalent to the difference between the EI benefits the employee is eligible to receive and ninety-three percent (93%) of the employee's base pay. Where the employee's base salary exceeds 1.5 times the Years Maximum Insurable Earnings, the employee will receive an additional \$300, as a lump sum as full compensation for any clawback that may be required by CRA or any other government agency.
 - iii) where an employee becomes eligible for an annual increment/salary schedule adjustment during the period of pregnancy/parental leave, payments under 47.4(b)(i) and 47.4(b)(ii) shall be adjusted accordingly.

- c) According to the Supplementary Unemployment Benefit Plan, payments for employees while they are on Parental Leave will consist of the following:
 - i) if the employee is required under EI rules to forego benefits during the two-week EI waiting period at the commencement of the parental leave:
 1. Payments equivalent to ninety-three (93%) of the employee's base pay during the two-week EI waiting period; and,
 2. When receiving EI benefits, up to eight (8) additional weeks payments, equivalent to the difference between EI benefits the employee is eligible to receive and ninety-three percent (93%) of

the employee's base pay. Where the employee's base salary exceeds 1.5 times the Years Maximum Insurable Earnings, the employee will receive an additional \$300 as a lump sum as full compensation for any clawback that may be required by CRA or any other government agency.

- ii) if the employee is not required, under EI rules, to forego benefits during the two-week EI waiting period at the commencement of parental leave, i.e. the employee is starting parental leave immediately following their pregnancy leave:
 - 1. When receiving EI benefits, up to ten (10) weeks payments, equivalent to the difference between EI benefits the employee is eligible to receive and ninety-three percent (93%) of the employee's base pay. Where the employee's base salary exceeds 1.5 times the Years Maximum Insurable Earnings, the employee will receive an additional \$300 as a lump sum as full compensation for any clawback. that may be required by CRA or any other government agency.
 - iii) where an employee becomes eligible for an annual increment/ salary schedule adjustment during the period of parental leave, payments under 47.4(c)(i) and 47.4(c)(ii) shall be adjusted accordingly.
- d) An employee who qualifies under Section 47.4(a) shall sign an Agreement with the IESO providing:
 - i) that she/he will return to work and remain in the IESO'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 IESO'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 47.4(d)(i) and 47.4(d)(ii), the employee recognizes that she/he is indebted to the IESO for the amount received under the SUB plan.

48 SICK LEAVE PLAN

- 48.1 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.
- 48.2 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.

- 48.3** 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 IESO.
- 48.4** An employee will be reimbursed for any doctor's note required by the IESO.

49 EMPLOYMENT INSURANCE REBATE

The value of any Employment Insurance Commission (EIC) rebate shall accrue to the IESO.

50 LONG TERM DISABILITY

The Long Term Disability Plan provides financial security and rehabilitative employment features to regular employees during their absence from work due to extended sickness or injury. The benefits and terms and conditions of benefit entitlement of the Long Term Disability Plan are as described in the Collective Agreement and the brochure entitled "Sick Leave and Disability Benefits", updated January 1, 2004". These documents, by reference, form part of the Collective Agreement. The benefits and terms and conditions of benefit entitlement as described in the above documents can be changed by mutual consent only.

50.1 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.

50.2 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. [See article 52]

50.3 Benefits

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

- 50.3.1** Sixty-five percent (65%) of base earnings at the end of the qualifying period for LTD benefits, or
- 50.3.2** 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 Workplace Safety and Insurance 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 IESO Pension Plan, Health and Dental benefits, and the Group Life Insurance Plan.

50.4 Other Conditions

- 50.4.1** The IESO 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 the IESO, the IESO will request and The Society will normally grant a waiver of posting requirements except in the case of redeployment under Employment Continuity.
- 50.4.2** Employees who are in receipt of LTD benefits will have their LTD benefit levels adjusted by the indexation increase which is applied to the IESO Pension Plan.
- 50.4.3** Where a position is identified that both the IESO and the employee on LTD agree he/she can become qualified for through educational retraining, the IESO will pay tuition fees associated with the retraining, up to a maximum of three years.
- 50.4.4** Employees on LTD must apply for CPP disability benefits after an appropriate period (6 months) unless there are compelling (e.g., medical) reasons that prevent the employee from doing so.

51 WORKPLACE SAFETY & INSURANCE LEAVE

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

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

Pending a decision of the Workplace Safety & Insurance Board regarding the legitimacy of a claim the employee will receive sick leave. Employees who are receiving Workers' Compensation benefits for claims or injuries suffered while in the employ of an Employer other

than the IESO are required to notify the IESO 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 Workplace Safety & Insurance 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 52 ("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 16 ("Discipline and Discharge").

Authority for withholding the supplementary grant is vested in Directors.

52 REHABILITATION AND RE-EMPLOYMENT

52.1 Application

This Article applies to the IESO employees who either have qualified for Long Term Disability (LTD) Plan benefits or have been approved for a Workplace Safety & Insurance (WSIB) award, and, regular employees who have medical disabilities that prevent them from performing the essential duties of their jobs.

52.2 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 IESO Policy, "Rehabilitation and Re-employment" (see Addendum 18). 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.

52.3 Rehabilitation

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

52.4 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, the IESO 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.

52.5 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.

53 EXTREME WINTER WEATHER CONDITIONS

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

53.1 Make Up Time

Employees who, due to extreme winter weather conditions, arrive late, miss work or receive approval to leave early, may seek approval to make up lost time by working back the missed hours by:

- a) using a vacation day;
- b) using a floating holiday;
- c) using a lieu day (or banked time where applicable).

53.1.1 For employees who receive approval to work back the lost time, their pay will be maintained for the number of normal scheduled daily hours lost, provided there is work available to be performed.

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

53.1.3 Time lost due to extreme weather conditions will be worked back within the pay week period. Any lost time not worked back by the end of the pay period will be deducted from the employee's pay.

53.1.4 Senior Management at the location have the discretion to maintain some or all of an employee's normal base pay if they are satisfied that every reasonable effort was made to report to work on time.

53.2 Closure

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

53.3 Stranded Employees

Employees who are confined at a regular work location which is an acceptable shelter, will have their normal base pay maintained for their normal scheduled hours of work.

- 53.3.1 Payment for time worked in excess of normal scheduled hours will be made only if approval was given in advance for such work.
- 53.3.2 Employees will be reimbursed for reasonable expenses for food and shelter, and will have normal base pay maintained when stranded away from their residence headquarters while on IESO business.
- 53.3.3 Employees working in a location where a minimum level of acceptable shelter does not exist shall be considered as still being at work until acceptable shelter can be reached.

54 BUSH FIRE FIGHTING AND VOLUNTEER FIRE BRIGADES

54.1 Employees who are conscripted by the Ministry of Natural Resources for bush fire fighting or employees who participate in local Fire Brigades may be granted time off work with pay subject to the following conditions:

54.1.1 Regular and Probationary Employees - Bush Fighting

Regular and probationary employees will have their normal base pay maintained.

54.1.2 Temporary Employees - Bush Fighting

Temporary employees will have their normal base pay maintained for a maximum of five working days or to the end of the intended employment period, whichever comes first. If the fire fighting period extends beyond five working days, the employee will be placed on an unpaid leave of absence until he/she returns to work, or to the end of the originally intended employment period.

54.1.3 Volunteer Fire Brigades

Employees who are registered volunteer fire fighters may be granted leave of absence with pay if called to service while at work.

PART VII - HEALTH BENEFITS

The IESO, through its claims services provider, shall provide extended health benefits and dental coverage as outlined in the pamphlet entitled "Health & Dental Benefits for Employees Represented by the Society of Energy Professionals, Eligible Dependents and

Pensioners", dated January 1, 2004, and in accordance with the existing insurance carrier contract for Society-represented staff. *For employees hired on or after January 1, 2010, post retirement health and dental benefits require a minimum of 7 years service.*

55 EXTENDED HEALTH BENEFITS (EHB)

- 55.1 Unless otherwise provided, the following amendments to health benefits are effective *January 1, 2010.*
- *Increase chiropractic coverage to \$650*
 - *Increase vision care to \$550 at the beginning of the next two year cycle.*
 - *Increase laser eye coverage to \$3,200.*
 - *For erectile dysfunction (ED) drugs, extend provisions of the settlement of June 2008 to December 31, 2012.*
- 55.2 The IESO offers employees the option of using the Preferred Vision Services (PVS) Plan, subject to its availability.
- 55.3 The IESO agrees to investigate using its purchasing power to negotiate a discounted group rate for employees who wish to purchase out of country travel insurance.
- 55.4 Drug claims are to be made electronically or by paper. Paper claims will be processed during the months of April and October only.

56 DENTAL PLAN

Effective January 1st of each year of the Collective Agreement, the dentist fees will be paid up to the amounts shown in the current Ontario Dental Association (ODA) Fee Guide.

57 SEMI-PRIVATE HOSPITAL ACCOMMODATION PLAN

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

58 EMPLOYEE AND FAMILY ASSISTANCE COMMITTEE

The parties agree to the following committee to discuss the following:

Employee and Family Assistance Committee

The goal of this committee is to provide recommendations to assist the IESO in the development, implementation and evaluation of employee and family assistance policy and programs and to participate in the development, promotion and implementation of employee and family assistance programs.

PART VIII - GROUP LIFE INSURANCE

59 LIFE INSURANCE

59.1 The benefits and terms and conditions of benefit entitlement for group life, living benefit and spousal life insurance for employees are as described in: the Collective Agreement; and the brochure entitled “Group Life Insurance and Related Benefits”, dated January 1, 2004. These documents, by reference, form part of the Collective Agreement. The benefits and terms and conditions of benefit entitlement as described in the above documents can be changed by mutual consent only.

59.1.1 The cost of basic term insurance for employees will be paid by the IESO.

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

59.1.3 Upon retirement, term insurance equal to 50% of final base annual earnings rounded to the next \$1,000 will be provided, reducing to 25% ten years after retirement.

59.1.4 An employee will become eligible for coverage upon completion of 3 months probationary service or upon being assigned regular status, whichever comes first.

59.1.5 In the event that an employee does not make an election, Option I (see 59.2 below) will automatically be designated.

59.1.6 After the initial election period, a re-election of option will be permitted every 12 months.

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

59.1.8 Any re-election shall become effective on the first of the month coinciding with or following your application, or on the date of approval by the insurer of any required medical evidence of insurability, whichever is later.

59.2 Life Insurance Options

Option	Basic Term Insurance*	Additional Term Insurance**
I	Two Times Base Salary	Nil
II	Two Times Base Salary	One Times Base Salary

* 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.

59.3 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.

59.4 Living Benefit

An employee who meets the following criteria shall be eligible to cash out 50% of his/her total claim value to a maximum of \$50,000.

Criteria:

- the illness must be terminal with death likely to occur within 24 months;
- write the IESO stating intent to apply for Living Benefits;
- the consent of the employee and his/her beneficiary is required;
- 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.

59.5 Optional Spousal Insurance

59.5.1 Only spouses of active employees are eligible.

59.5.2 This insurance is available in units of \$10,000 to a maximum of \$150,000.

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

59.5.4 The premium rate for optional spousal insurance will be different from the rate for employee group life insurance, and will be experience rated. The premiums may vary from year to year based on the experience of the previous year.

Please see brochure entitled "Group Life Insurance and Related Benefits".

PART IX - PENSION

60 PENSION PLAN

The Ontario Electricity Financial Corporation Pension Plan (Registration #0352377) and the successor pension plan of the IESO constitute the present Pension Plan and form part of this collective agreement. The provisions of the Pension Plan are generally described in the brochure "Independent Electricity Market Operator Pension Plan, effective January 2000". Changes to the Pension Plan affecting Society-represented members of the plan, other than legislative changes,

shall be made only upon mutual consent. Where allowed by law, the agreed to changes to the pension plan will be implemented prior to the Pension Plan amendments being formally approved and filed with the regulators.

60.1 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.

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

60.3 Probationary Employees

For probationary employees hired on or after November 1, 2001, employee/employer pension contributions will start on the first day of the month immediately following or coincident with the date of hire.

60.4 Undiscounted Pension

A pension plan member may retire and receive an earned pension without any retirement discount on or after the first day of the month in which the sum of the pension plan member's age and continuous employment is equal to or greater than 82.

60.5 Pension Indexing

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

60.6 Buy-Back of Service

The following shall apply after the Pension Rules are changed.

a) Employees will be able to purchase the following service on an actuarial basis at no cost to the IESO, provided the employee provides evidence of such service satisfactory to the IESO:

- i) summer and co-op students;
- ii) casual construction;
- iii) temporary employees;
- iv) leaves of absences;
- v) pregnancy/parental leaves;
- vi) broken service;
- vii) external service (see (b) below)

(iv), (v) and (vi) above are enhancements to current provisions.

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

60.7 Spousal Benefit

Effective July 1, 2001 spousal survivor benefit maximum shall be increased from 64% to 66 2/3%. This improvement will apply to members whose pensions commence on or after July 1, 2001 and also to pensioners and surviving spouses in respect of pensions paid or payable on or after June 30, 2001.

Post Retirement benefits: when there are dependent children at the time of death: increase the survivor benefits to provide 33 1/3% benefit to eligible dependent children under the age of 18 (split among them if more than one) in addition to the 66 2/3% to the spouse such that the total amount is equal to 100% of the employees pension.

60.8 Bridging Benefit

1. This benefit is payable to eligible employees who retire after January 1, 1997 and this benefit replaces the existing bridge benefit.

This amendment does not change the amount of pension payable after age 65. The purpose of the amendment is to pay the bridge benefit now payable to members who retire before age 65 with 35 years of credited service to a member retiring after January 1, 1997 before age 65 with 30 years of credited service. For members who retire before age 65 with less than 30 years of credited service, the bridge benefit will be prorated in proportion to credited service.

The bridge benefit will be reduced by the same percentages as is applied to the lifetime pension if a member retires prior to qualifying for an unreduced pension.

2. For people retiring on or after January 1, 1997 the bridge benefit payable when a member eligible for an unreduced pension retires will be increased from:

$$A \times B \times C$$

where:

A equals 0.625%

B equals post 1965 credited services to a maximum of 35 years

C equals the lesser of the member's average earnings in the 60 consecutive months when the earnings were the highest and the average of the YMPE's during the 60 consecutive months when the earnings were the highest.

to;

$A \times D \times C$

where A and C are as above and

D equals 35 times the lesser of 1 and the member's years of credited service divided by 30.

60.9 CPP Integration Factor

For employee retiring or terminating from continuous employment on or after January 1, 2001, decrease the CPP integration adjustment factor from 0.625% to 0.500%.

60.10 Supplementary Plan

Pension Benefits, based on the benefit formula regardless of the maximum imposed by the Income Tax Act or regulations thereto, are to continue to be paid as supplementary pension benefits to the extent that those benefits exceed the aforementioned income tax maximums.

60.11 Effective January 1, 2010 employees shall contribute 7% of base earnings up to the YMPE and 7% of base earnings in excess of the YMPE. Contributions will return to 5.0% and 7.0% on January 1, 2016 and thereafter. If the Employer suspends its contributions to the fund, the contribution percentages shall be reduced to 4% and 6% respectively.

61 RETIREMENT BONUS

Employees who have completed 10 years or more of continuous employment shall be given, upon retirement, a cash bonus equal to one month's pay. The retirement bonus may be paid in cash or by transfer to an employee's Registered Retirement Savings Plan (RRSP), at the employee's option. *The retirement bonus will be paid out provided a minimum of three months advance notice of retirement is provided, with shorter notice on mutual agreement. If a minimum of three months advance notice is not provided, or there is not mutual agreement on shorter advance notice, the retirement bonus will not be paid.*

PART X - RELOCATION ASSISTANCE

For the term of the **2010-2012** collective agreement, former articles 52 and 53 are suspended. The relocation agreement provisions applicable for the term **January 1, 2010 – December 31, 2012** are found in the brochure entitled "Relocation Assistance" (December 12, 2001).

PART XI - WORKING CONDITIONS & ADMINISTRATION

62 VACANCIES (RELIEF, ROTATIONS AND SELECTIONS)

62.1 Intent

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

62.2 Definitions

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

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

"Rotations" will mean assignments normally greater than 3 months but not exceeding 15 months in duration in positions which are not expected to be ongoing.

62.3 Advance Planning

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

62.4 Relief

62.4.1 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.

62.4.2 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.

62.4.3 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.

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

62.4.5 Pay treatment while on relief will be in accordance with Article 63.

62.5 Rotations Within the Bargaining Unit

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

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

62.5.1 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 IESO's employment equity objectives;
- g) to provide Management with flexibility in resourcing regular positions as a result of employees being provided rotational opportunities and temporary relief assignments.

62.5.2 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 IESO wide.

Unless there is mutual agreement, the rotation will not continue beyond 15 months, 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.

62.5.3 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.

62.5.4 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.

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

62.5.6 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 IESO policies.

62.5.7 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.

62.5.8 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.

62.6 Selections for Assignments Other Than Relief or Rotations

62.6.1 All vacancies for assignments which do not fall into the category of relief or rotations shall be advertised company-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 the IESO;
- c) performance management that takes place following consultation with The Society;

- d) ongoing exceptions in specified organizational units where there has been joint agreement of the JSMC;
- e) “promotions” within a promotion-in-place plan or a proposal which has the joint agreement of the JSMC in accordance with Subsection 26.3.1. Vacancies for positions in a promotion-in-place plan will be advertised in a manner which informs employees that the position is included in a promotion-in-place plan and that where the best candidate does not satisfy the qualifications or experience required for the end position the employee may be offered the position at a lower rate and be promoted in place.

Employees in categories (a) to (c) in subsection 62.6.3 will be considered at all levels of the PIP prior to those employees in categories (d) to (f) and subject to unit viability. Unit viability which would alter this consideration will be discussed in advance of advertising the PIP.

Exceptions to provide for the advertising of the position at a lower rate than the end position will be permitted by joint agreement between The Society Unit Director and the Unit Manager based upon a balanced consideration of:

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

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

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

62.6.2

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 the IESO 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.

62.6.3 Selection Priority for Vacancies

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

- a) Surplus Society-represented applicants for whom the vacancy represents a lateral or demotion including surplus trainees applying for MP2 or equivalent or lower rated positions on Schedule 01 who have progressed to at least Step 5 and who were mixed and matched with Schedule 01 employees.
- b) Surplus employees paid from Salary Schedules 04 who were not mixed and matched with Schedule 01 employees and who have greater seniority than Surplus Applicants on Salary Schedule 01 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 that are excluded from The Society (i.e. Management Function) and for whom the vacancy represents a lateral or demotion.
- d) Selection on a "best qualified" applicant basis from among regular Society-represented applicants, regular Band 7 and above Management Group applicants, and applicants with recall rights under Article 64.
- e) Selection on a "best qualified" applicant basis from among all other regular applicants from the IESO.
- f) Selection on a "best qualified" applicant basis from among temporary employee applicants with the IESO.

g) External to the IESO.

Assessment of the suitability of a surplus employee for a lateral or lower level placement opportunity will include education, experience, personal contribution factors and potential for training to perform the job requirements within a reasonable period of time (e.g. up to six (6) months). A surplus employee who is placed and who requires additional training to perform the job requirements with assistance to obtain the necessary training and development to perform the new job requirements. The IESO will restructure the cost of retraining so it mitigates the disincentive in the redeployment of surplus staff.

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

See subsection 62.6.1 for priority consideration of applicants to promotion in place plan vacancies.

The IESO agrees to grant priority to Society-represented employees who are surplus and 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.

62.6.4

In determining who is the best qualified candidate for positions, in each category of subsection 62.6.3, the primary basis for the selection of employees is their assessed capability to perform the necessary work. The selection criteria would normally include but not be limited to the following:

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

62.6.5 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.

62.6.6 Some flexibility should be exercised in accepting late applications to advertised vacancies after the closing date in order to permit employees a fair opportunity to continue employment yet still allowing vacancies to be filled expeditiously.

Where the closing date is FIRM, it must be stated clearly in the vacancy posting that late applications will not be considered.

- a) Surplus and non-surplus employees are normally expected to have made application to a vacancy by the closing date.
- b) It is recognized that in some instances, there will be applications filed after the official closing date. In these cases, unless the closing date is FIRM, late applications must be filed with the advertising location NOT later than the date that the "short list" of applicants is finalized for formal consideration.
 - The term "Short List" refers to the first list of applicants who Management plans to interview for a vacancy.
- c) Employees who have applied for vacancies and are later declared surplus have until the "short list" date to notify the advertising location of the change in their status.

62.6.7 Applicants to advertised vacancies are to be advised of the status of the vacancy (and of their applications) within a reasonable period of time for each successive step they qualify for.

62.6.8 When outstanding vacancies remain unfilled for longer than six months, employees in the work unit concerned should be advised of the reason for not filling such vacancies.

62.6.9 All positions which are excluded under the Recognition Clause and first-level ESR vacancies including rotational opportunities expected to last longer than six months will be posted on appropriate bulletin boards (and through electronic means where possible).

62.6.10 Release of Employees Selected to a Vacancy

Intent:

- a) The IESO will strive to facilitate the expeditious release of employees who are selected to a vacancy.

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

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

63.1 Definitions

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

"Higher-Rated" Job:

A job paid from:

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

"Lateral Transfer":

This occurs when an employee is appointed to a job paid from:

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

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

63.2 Promotion

- 63.2.1** 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.

63.2.2 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.

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

63.3 Reclassification as a Result of a Job Re-evaluation

63.3.1 Reclassification may occur under several circumstances:

- a) when the salary grade for a job increases with no change in the employee's actual job duties/responsibilities;
- b) when the employee has been and will continue to perform additional job duties/responsibilities;
- c) when additional job duties/responsibilities are to be added to the job.

Reclassification as a result of (a) or (b) above will result in the employee being placed in the same performance standing in the higher salary grade.

Reclassification as a result of (c) above will be considered as a promotion. However, at the next performance appraisal the employee will be eligible to be placed in the same performance standing as before the reclassification.

63.3.2 Short-term increases in the employee's actual job duties/responsibilities do not require reclassification but may be subject to the relief provisions of this Collective Agreement.

63.3.3 Retroactive payments, if any, that result from reclassification either because of a Management or employee-initiated job review will be limited to a maximum of one year prior to the date of the job review request. The employee must have performed the relevant duties and responsibilities which resulted in the reclassification during this period in order to qualify for retroactivity.

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

63.4 Temporary Assignment in a Higher-Rated Job

63.4.1 After fifteen (15) cumulative working days performing in a higher-rated job during a calendar year, an employee 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 IESO, and represents a developmental opportunity.

63.5 Lateral Transfer

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

63.6 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 62.6.1 (c)) require advance consultation with The Society.

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 8 describes the entitlements for temporary employees. Employees on leave (e.g. LTD) or on foreign assignments will be neither advantaged nor disadvantaged upon return from the leave.

64.1.1 Preference for Regular Employees

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

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

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

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

64.1.2 Grievability/Arbitrability

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

64.2 Preamble and Principles of Operation

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

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

64.2.1 Career change should be expected and viewed positively.

64.2.2 Individuals are responsible for their own career decisions and should be involved in developing options affecting their careers.

- 64.2.3 The IESO 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 the IESO to be a viable and healthy business entity.
- 64.2.7 Employment continuity policies must reflect a balance between the fundamental interests of The IESO and its employees.
- 64.2.8 Employees will be treated fairly and with respect and dignity.
- 64.2.9 The IESO and The Society recognize that there will be competing individual interests and will structure redeployment strategies which will minimize the occurrence of that competition and its negative impact.
- 64.2.10 A commitment to effective short and long range planning is critical to employment continuity.
- 64.2.11 For a JRPT to operate effectively and efficiently, it is important that it be provided with a pre-determined organizational structure and adequate/appropriate resourcing.

64.3 Definitions

- 64.3.1 "BASIC SEVERANCE" shall mean a severance payment of not less than 24 weeks.
- 64.3.2 "CONSENSUS" shall mean an agreement on a given issue that all parties to the agreement can live with and publicly support.
- 64.3.3 "DECLARED SURPLUS" shall mean that the employee has insufficient seniority and/or qualifications to be matched to an ongoing position that is deemed to be a reasonable offer.
- 64.3.4 "EMPLOYMENT CONTINUITY" shall mean the obligation on The IESO's part to provide opportunities and options to maintain productive and rewarding employment within the IESO 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 the IESO to actively participate in the redeployment process.

- 64.3.5** "INCUMBENCY" is a concept that a JRPT may use as a part of its redeployment process. The JRPT may identify an employee as an incumbent only if the employee remains qualified as per 64.3.9 to perform the job and the position remains unchanged with respect to:
- the hours of work, or
 - the salary grade.
- 64.3.6** "LATERAL POSITION" shall mean a job paid from:
- a) the same salary schedule and is the same salary grade as the employee's current grade;
- or
- b) a different salary schedule in which the salary level is equivalent to the employee's current job measured by salary grade Reference Points (100%).
- 64.3.7** "PRIORITY CONSIDERATION" shall mean an obligation to select the most suitable candidate from amongst the qualified surplus applicants for advertised vacancies for whom the vacancy represents a lateral or lower-rated position. If there are no qualified surplus applicants Management is then obliged to select the most suitable candidate from amongst those surplus applicants who can become qualified in a reasonable period of time. "Priority consideration" is provided to surplus employees.
- 64.3.8** "PROMOTION" shall mean a position in which the demands and responsibilities are greater than in the employee's current job and the position is a minimum of one salary grade higher than the employee's current job if rated on the same salary schedule or the equivalent of one salary grade higher if rated on a different salary schedule.
- 64.3.9** "QUALIFIED" shall mean having the qualifications and experience required to perform the job within a reasonable period of time, normally not expected to exceed six months.
- 64.3.10** "SENIORITY" shall mean all prior service with Ontario Hydro and the IESO or other eligible seniority as per the transition provisions in Section 2.4 regardless of breaks in employment, employee category and/or bargaining unit/ representational status. Regular employees who currently work reduced hours or have done so in the past, will have such service calculated as if it were full-time. In the event that a contractor is determined to be dependent, service shall be counted from the date of a declaration of dependent contractor application to the OLRB or the date of joint agreement between the IESO and The Society regarding contractor status.
- 64.3.11** "SERVICE" for the purpose of calculating severance shall mean the employee's Established Commencement Date (ECD) and does not include any External experience credits. Employees who have received severance

pay under this Article shall not be entitled to the service used to calculate previous severance pay in any future employment with the IESO.

64.3.12 "SERVICE ENTITLEMENT" shall mean a severance payment based on the surplus employee's Service Recognition Date (SRD) plus external Experience Value (EEV).

64.4 Notification and Involvement of The Society

64.4.1 Principle of Prior Involvement

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

64.4.2 Notification

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

"Adverse Impact" shall mean any organizational or operational change that results in an employee or employees no longer being considered an incumbent in their position(s). Upon adverse impact, all vacancies are to be frozen. Upon completion of the mix and match process, all vacancies will be unfrozen.

64.4.3 Involvement

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

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

a) Joint Consultation

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

Failing an agreement, the IESO will make the final decision.

b) Joint Recommendation

The IESO 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

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

64.4.4 Voluntary Separation

"VOLUNTARY SEPARATION". In circumstances where the employer is aware that job loss will occur, Management will make voluntary separation available to an employee(s) in the affected work group, subject to unit viability. In such cases, such employee(s) is/are entitled to 100% of their basic severance, their earned service entitlement severance, lump sum severance plus an additional week of severance for each completed year of service to a maximum additional payment of 26 weeks pay. The combined total of the employee's basic severance, service entitlement, lump sum plus the additional week(s) under this item cannot exceed 138 weeks.

64.5 The Joint Redeployment and Planning Team

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

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

Senior Management shall meet to discuss with the Joint Redeployment and Planning Team the number and type of positions that will no longer be required.

64.5.1 Responsibilities and Reports of the JRPT

- a) The Joint Redeployment and Planning Team will review its proposed redeployment plan with the Senior Management and Society Unit Director(s) in at least two stages. The first report will include recommendations/decisions with respect to:

- i) Development of a process and strategies for redeployment of staff.
- b) The second report will include recommendations/decisions with respect to:
 - i) The preparation of seniority lists and identification of surplus staff (refer to 64.5.9).
 - ii) Identification of redeployment tools for the purpose of minimizing involuntary terminations (refer to 64.5.7). 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 JRPT.
- c) Senior Management will be required to:
 - i) approve each report as a package; or
 - ii) request the team to reconsider specific issues and to either confirm or agree to change specific recommendations.
- d) Failing joint agreement on the team's proposal in full, Senior Management will be required to reject the proposal in full and implement a plan based on the defaults in this Article. Differences related to the interpretation, application or administration of the redeployment plan may be submitted to the grievance/arbitration procedure.
- e) **Continuing Responsibilities of the JRPT**
Respond to questions and grievances related to its process and decisions.
- f) **Local accountabilities for:**
 - i) Minimizing surplus.
 - ii) Determining an implementation plan for JRPT redeployment recommendations. This responsibility includes identifying clear accountabilities for the use of the redeployment tools.
 - iii) Testing possible vacancies against the surplus employees.
 - iv) Testing rotations that are greater than six months against the surplus employees.

shall be clearly assigned in the JRPT's second report.
- g) The parties agree to the establishment of the Redeployment Information Service, which will manage and coordinate information related to placement opportunities for surplus staff and provide support services to local Society and Management representatives.

64.5.2 Mix and Match Process and Vacancy Transition Period

a) The Joint Redeployment and Planning Team will develop the mix and match procedures to fill positions in the new organizational structure. The intent is to sort employees among the jobs in the new organization on the basis of qualifications and seniority. In the event there are no qualified employees, the positions will be advertised in accordance with Article 62.

The mix and match process shall be completed within four weeks. Management must provide organizational and employee information before the clock starts running.

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

b) The mix and match period will be followed by a vacancy transition period of six weeks. This period is designed to provide time to fill vacancies, including ones that arise due to promotions. Filling of vacancies after the mix and match process shall be done in accordance with the selection priority hierarchy as set out in 62.6.3. Management will finalize selections to vacancies prior to the end of the vacancy transition period.

Surplus employees must indicate whether they wish to remain for the vacancy transition period. Those who elect to remain for the vacancy transition period will continue on payroll for this period. Employees terminating at the end of the vacancy transition period will have basic and service severance entitlements commencing on this date.

64.5.2.1 Mix and Match Rules

- 1) No promotions, i.e., only laterals or demotions are permitted in a mix and match process. (Note: Exceptions are described in 64.5.2.1 (11) and 64.5.9).
- 2) Employees may be matched to unfilled positions across the IESO based on the mix and match rules.
- 3) The process must be open and participatory and involve individual employees in planning and an agreed-upon form of posting.
- 4) In the event there are more qualified candidates than positions available in the new organization, then the most senior of the qualified candidates will be selected to fill the positions.

- 5) If a job offer is found to be unreasonable by the Joint Reasonable Offer Team, then the employee will be allowed to refuse it and be declared surplus with full entitlements.
- 6) Employees who accept a lower-rated position or who experience a reduction in hours of work as a direct result of Mix and Match will be entitled to the provisions of 64.9 "Compensation".

7) Pregnancy Leave and Paid Parental Leave

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

8) Other Leaves/Absences

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

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

9) Out-of-Province Assignments

Refer to "Employment Continuity during Temporary Out-of-Province Assignments" (Article 7.4).

10) Temporary Assignments/Rotations

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

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

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

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

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

11) Employees Previously Demoted via Article 64

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

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

12) Promotion-in-Place Programs (PIP)

- a) Employees in a PIP will be retained in their PIP (should it continue to exist) based on seniority, subject to item (d) below.

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

64.5.3 Interruption of Vacancy Transition Period

Intent:

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

Specific Circumstances:

a) IESO Assignments Outside of Ontario

If the assignment is greater than one year, the surplus employee will be entitled to a vacancy transition period upon return to the IESO. If the assignment is less than one year, the vacancy transition period will continue unless the employee is not available to search for a new position in which case the vacancy transition period will be suspended. (See also Article 7 "Employees on Temporary Out-of-Province Assignments".)

b) Secondments

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

c) Pregnancy and Paid Parental Leave

- The vacancy transition *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 vacancy transition 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 vacancy transition period shall be suspended for the duration of the assignment. Such decisions should be made at the outset of the rotation/ temporary assignment.

f) WSIB/LTD/Long Term Sick Leave

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

64.5.4 Acceptance/Rejection of Job Offers

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

64.5.4.2 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 62.6.3.

Within each category the most suitable candidate will be selected.

64.5.4.3 Right of Refusal

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

64.5.5 Reasonable Offer Challenge Process

A Joint Reasonable Offer Team (JROT) will be established under this Article.

This team will resolve employees' appeals arising from offers made during the mix and match process and vacancy transition process. Offers made subsequent to the final report of the JRPT process shall be subject only to the grievance/ arbitration and not to the JROT process. The Society's position on the grievance is not prejudiced by that of Society members of JRPT's and JRPT's.

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

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

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

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

64.5.6 Legal Notice of Termination of Employment

It is agreed that the basic severance period and the service entitlement severance 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*.

64.5.7 Redeployment Tools

a) 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 vacancy transition 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.

b) 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.

c) 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 62.
- 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 years.
- Terms and working conditions while on job rotation will be in accordance with Article 62.
- In the event that the vacancy transition 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.

d) 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 IESO.

64.5.8

Available Options if Employee Refuses a Job Offer

The Joint Redeployment and Planning Team will decide during the planning process which options will be available to an employee who rejects an offer that is upheld by the Joint Reasonable Offer Team (refer to 64.5.5) as reasonable. The affected employee must, within 48 hours of being advised of the decision, choose between the option (or options) as made available by the Joint Redeployment and Planning Team. The options are:

- a) Accept job offer; or
- b) Confirm refusal and terminate with 75% of the total of 100% basic severance plus 50% service entitlement severance (Article 64.7) plus 100% of lump sum severance (Article 64.8); or
- c) Confirm refusal and be declared surplus with 50% of the total severance payments (basic, service entitlement and lump sum).

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

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

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

64.5.8.1 Refusal of an Incumbent Position

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

64.5.9 Identification of Surplus Employees

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

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

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

Employees paid from Schedule 04 will not normally have their seniority considered with employees from Salary Schedule 01. The Joint Redeployment and Planning Team may decide on exceptions when Salary Schedule 04 employees have achieved at least Step 5 and have greater seniority than entry level employees on Salary Schedule 01 or where

Salary Schedule 04 is being used as a salary bridge for employees selected to Salary Schedule 01 positions.

For the purposes of Subsection 62.6.3 where the Joint Redeployment and Planning Team has agreed to make exceptions based on the above circumstances, such employees paid from Salary Schedule 04 will have priority consideration in the same manner as other Salary Schedule 01 surplus employees. Where the Joint Redeployment and Planning Team does not accept that the circumstances warrant exceptions, surplus employees paid from Salary Schedule 04 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, the IESO will determine who is declared surplus in accordance with the provisions of Subsection 64.5.9.

a) Viability of the Work Unit

If the ability of the organizational unit to adequately perform its functions is placed in jeopardy by the application of seniority, the Joint Redeployment and Planning Team may decide to protect sufficient lesser service employees to restore the viability of the organizational unit. If the team is unable to reach consensus, then Senior Management will decide.

b) Employment Equity

If employment equity programs will be seriously set back, the Joint Redeployment and Planning Team may by consensus agree to protect sufficient lesser service employees in order to prevent such a set back from happening and extend the same provisions as set out in (a) above. This provision is not intended to further or enhance employment equity initiatives. Where the team has not reached consensus on the need to protect lesser service employees because of employment equity concerns, then the normal rules for identifying surplus employees on the basis of seniority will apply as outlined above in Subsection 64.5.9.

64.5.10 Declared Surplus

Employees declared surplus will receive written notice prior to their vacancy transition period commencing. Surplus status can be withdrawn at any time. The written notice shall contain:

- The cause of the surplus.

- A reference to this Article.
- The expected expiration date of the vacancy transition period (termination date).
- The right to IESO-wide priority consideration for vacancies in accordance with Subsection 62.6.3.
- The total severance entitlement.
- The anticipated date the employee will vacate his/her position.
- The expectation that the employee is expected to actively pursue internal and external placement opportunities

64.6 Voluntary Surplus

An employee who would not otherwise be surplus may volunteer to be declared surplus, subject to the following:

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

64.7 Severance Entitlements

64.7.1 Basic Severance/Service Entitlement Severance Payments

All full-time and reduced-hours employees who are declared surplus will have a basic and service entitlement severance payment as follows:

- no less than a 24 week basic severance payment;

plus

- service entitlement severance payment 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	2 weeks
MP2	4 weeks
MP3	6 weeks
MP4	8 weeks
MP5	10 weeks
MP6	12 weeks

For reduced hours employees, the service entitlement severance will be calculated as if all service had been worked full-time.

The total basic and service severance entitlement will not exceed 60 weeks of base earnings.

64.8 Lump Sum Severance Payments

Lump sum severance for the purpose of this Article will be calculated, for employees with less than 20 years' service, at a rate of two (2) weeks per year of service at the termination of employment date. Employees with a minimum of 20 years service shall receive severance pay at three (3) weeks per year of service at the termination of employment date to a maximum of 78 weeks. It will be calculated at the weekly rate for base hours of work for the full time position (refer to section 38.2) to the nearest whole month (30 days).

Severance pay is only paid when employment has terminated

Persons receiving severance pay will not be considered employees for the purpose of service credit accumulation.

The maximum amount of lump sum severance is 78 weeks of base earnings.

64.9 Compensation

64.9.1 Salary Maintenance

- 64.9.1.1** The surplus employee's base rate of pay will be maintained, including economic increases until placement or termination.
- 64.9.1.2** If the surplus employee accepts a position at the same salary level, salary maintenance will continue as in Clause 66.9.1.1. subject to later performance reviews.
- 64.9.1.3** If a surplus employee accepts placement in a lower rated position his/her current base salary dollars will be frozen until the employee's current pay entitlement as determined from the salary grade and performance standing exceeds the frozen level. This salary treatment must be conveyed in writing when the offer is made.

Exception:

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

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

64.9.2 Reduction in Hours of Work

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

64.9.2.1 Principles

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

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

- a) The Society and the IESO 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.

64.9.2.3 Failing agreement in accordance with Clause 64.9.2.2, 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.

64.10 Termination of Employment

If a surplus employee is not placed by the end of the vacancy transition period or elects to leave prior to end of their vacancy transition period, he/she will be terminated with a severance pay entitlement as per Subsections 64.7 ("Severance Entitlements"), and 64.8 ("Lump Sum Severance Payments") and 64.11 ("Termination/Recall Rights").

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

64.11 Termination / Recall Rights

Terminating surplus employees who have not accepted an offer of a position by the conclusion of the vacancy transition period shall be entitled to select either:

- a weekly paid severance payment with entitlement to recall for 12 months from the date of their termination;
- or
- full severance payment entitlements, paid out in a lump sum (max. 138 weeks) with no right of recall.
-

64.11.1 Former surplus employees with recall rights will;

- receive Health and Dental benefits for 12 months and access to the Employee and Family Assistance Program for 12 months

- have access to outplacement services, to be paid for and arranged by the IESO, for 6 months post termination, to a maximum of \$7,000; and
- receive tuition reimbursement up to \$6,000 upon submission of receipts from an approved education program within twelve months of termination.
- be considered for vacancies in the bargaining unit as per Article 62
- at the end of the recall period, be paid out the remainder of their entitlements. Weekly severance payments will cease in the event a terminated former employee is rehired. Severance pay received prior to recall will be subtracted from any future severance pay entitlements under this Article.

Persons on recall are not employees.

64.11.2 Former surplus employees who elect severance payments in a lump sum with no right of recall will:

- continue to receive Health and Dental benefits coverage and access to the Employee and Family Assistance Program for a period of six months post-termination
- have access to outplacement services, to be paid for and arranged by the IESO, for six months post termination, to a maximum of \$7,000 and
- receive tuition reimbursement up to \$6,000 upon submission of receipts from an approved education program, within twelve months of termination.

64.12 Relocation and Housing Assistance

The IESO will restructure the cost of relocation so it mitigates the disincentive in the redeployment of surplus staff.

65 CONTRACTING OUT

65.1 Principles:

It is the Company's intent to use Society-represented staff to perform its work where they are able to perform it well and effectively. Furthermore, the Company will strive to provide regular staff with security and stability of employment.

The IESO agrees that it will not normally contract out work that is part of its core functions, unless

- the contracting out is required to meet the IESO's peak requirements, or
- the contracting out is required to cover emergencies.

65.2 Scope:

This article applies to all situations in which the employer proposes, or in the case of emergencies decides, to contract out work within the jurisdiction of The Society bargaining unit.

65.3 Job Security:

No member of the bargaining unit will be laid off as a direct result of contracting out.

65.4 Business Criteria:

The parties agree that, subject to the principles outlined above, the appropriateness of any proposal to contract out will be evaluated on a “business case” basis.

Business case criteria will include, but are not limited to:

- 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

65.5 Process:

- Except in emergencies, the IESO will provide The Society with notice in advance of contracting out and information regarding the nature of the work to be contracted out and the supporting rationale for such contracting out.
- In the case of emergencies the IESO shall give notice to The Society that it is proceeding or has proceeded to contract out immediately.
- The Society may, at its option, within 15 days of receiving the notice and information provided for above, offer the IESO alternatives to any contracting out proposal.
- The IESO will give reasonable consideration to such alternatives, in light of the Principles and the Business Case Criteria, which may include:
 - Doing the work internally
 - Doing the work internally and planning to do the work externally in future
 - Doing part of the work internally and part externally
 - Doing the work externally and agreeing to acquire the capability to do the work internally in future

- The IESO will notify The Society in writing of its response to The Society's alternative(s)
- The IESO will annually provide to The Society a list of contracts let, including total dollars.

65.6 Dispute Resolution:

Where the IESO proposes to contract out work and The Society has proposed alternative(s), which are not acceptable to the IESO, The Society may refer the matter to a designated arbitrator within 10 days of notification of the IESO's response. The arbitrator will use an expedited process to determine whether or not the contracting out is appropriate, based on whether or not the IESO gave reasonable consideration to the Principles and Business Case Criteria of this article or whether an emergency has occurred. The arbitrator will have remedial authority to fashion an appropriate remedy in the event of a finding that the IESO proposal is inappropriate. The Society shall bear the onus of proof that the IESO proposal is inappropriate.

Save in the case of emergencies, where the matter has been referred to the designated arbitrator, the contracting out shall not proceed until the arbitrator has rendered a decision. The arbitral decision in all disputes under this article shall be rendered within 30 working days of referral to arbitration.

65.7 Without Prejudice

All positions taken by the parties in the administration of Article 65 (i.e. past practice) shall be without prejudice or precedent in subsequent cases.

66 TRAINING

66.1 Skills/Competency

Because the parties share the understanding that skill and/or competency development is a shared responsibility of the employee and his/her supervisor, the parties agree to the following:

- The IESO shall develop and make available to The Society, on an annual basis, information with respect to skill and/or competency requirements of the company. On an annual basis the IESO will provide The Society with future implications for skill and/or competency needs.
- On an annual basis the employee and his/her supervisor shall develop a skill and/or competency plan as a part of an annual review process. These plans shall be developed with a view to the skill and/or competency requirements of the company and the employee.
- As part of the skill development plan, for the term of the Collective Agreement, the IESO commits to make available five (5) training days per year per employee. This commitment is not intended to be considered as a cap.

66.2 External Training

In order to enhance a regular employee's job performance now, or in the future, the IESO may provide financial support for external training activities consistent with the IESO's Policy, subject to the following conditions:

- a) The employee is expected to obtain prior approval from his/her supervisor prior to registering in the training course.
- b) The external training should normally be completed outside normal working hours. Where this is not possible, time off with pay to attend external training programs will be at the discretion of the employee's supervisor. In no circumstances will the external training exceed six weeks if the employee is required to be absent from work.
- c) 100% of reasonable costs paid by the employee for external training courses will be reimbursed where:
 - the training course will create or maintain the employee's capability related to current job performance;
 - the training course develops an employee's capability for a position identified in a succession, retraining, or redeployment plan.
- d) 75% of registration/tuition fees and learning material costs will be paid for external training courses which improve an employee's capability for future jobs within the IESO.
- e) An employee will be reimbursed for reasonable costs subject to:
 1. Satisfactory course completion and a passing grade where applicable, except where the course is taken upon the request of Management.
 2. Costs will not be reimbursed if the employee has given notice of resignation prior to completion of the course.
 3. All approved costs will be reimbursed for courses which cannot be completed due to the employee being transferred to another location.

67 TRIPARTITE AGREEMENT ON JOINT HEALTH AND SAFETY COMMITTEES

The Company and The Society agree to adhere to the Tripartite Agreement below:

TRIPARTITE AGREEMENT ON JOINT HEALTH AND SAFETY COMMITTEES

PRINCIPLES OF AGREEMENT between the employer, the Power Workers Union and The Society concerning the establishment or modification of Joint Health and Safety Committees to meet the requirements and intent of The Occupational Health and Safety Act, as amended by Bill 208.

1. SIZE AND COMPOSITION OF JOINT HEALTH AND SAFETY COMMITTEES

That the size of JHSCs will be determined through discussions and agreement between the three parties.

That the PWU and The Society shall comprise a minimum of 75% of the JHSC membership with the relative percentage of PWU and Society JHSC members being determined by these two parties based on criteria including but not limited to representation by population and historical make-up. Neither union shall have less than 25% of the total number of Committee representatives nor more than 50%. Disputes regarding numbers shall be referred to the Executive level of the PWU and Society for resolution and if agreement is not reached, to an arbitrator mutually agreed upon by the parties for binding resolution.

That Management's Committee representatives will be from outside of PWU and Society jurisdiction.

That the status, rights and treatment of all representatives on the JHSCs will be equal.

That the meetings of the JHSC will be chaired on a rotating basis by the Co-Chair of each party represented on the committee.

2. TRAINING AND CERTIFICATION

That all JHSC members will be trained and certified. Training and certification will be jointly determined and in accordance with legal requirements and the PWU and Society Authority to Stop Work Agreements, with the costs to be borne by the employer.

3. POLICY COMMITTEE (NON-LEGISLATED)

That a corporate-level Health and Safety Policy Committee shall be established to participate in the formation and evaluation of health and safety strategy and policy, to resolve policy-level issues impacting on tripartite health and safety initiatives including the Work Protection Code and Corporate Safety Rules

That the Policy Committee be comprised of an equal number of senior representatives from The Society, the PWU and Management.

That the parties will each select their respective committee members.

That the Policy Committee shall meet at least once per quarter.

That the employer shall provide the resources and training that the Policy Committee deems necessary with costs to be borne by the employer. Training development and delivery will be jointly determined.

That the Policy Committee shall receive a formal response to its input to policies/programming within 30 days.

4. ANNUAL EXPERIENCE REVIEW

That each year, upon request by any one of the parties to this Agreement, an experience review by undertaken by the parties of the benefits and difficulties of implementation of the Agreement and the impacts of organizational changes.

5. AMENDMENTS TO THE AGREEMENT

Amendments to the Agreement may be made at any time by the parties with mutual agreement in writing. If mutual agreement cannot be reached, the parties will refer to an arbitrator, mutually agreed upon by the parties, for binding resolution.

68 AUTHORITY TO STOP WORK

68.1 Definitions

"Where an Employee's health and safety is in immediate danger" (refer to 68.4.3), "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."

68.2 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.

68.3 Introduction

Effectively involving employees and Employers in joint health and safety committee activities can enhance workplace health and safety. Under the Occupational Health and Safety Act, the use of Joint Health and Safety Committees (JHSC) is part of the legislative process which has been labeled as the "Internal Responsibility System" (IRS). Within this participatory management concept, the JHSC's have been given specific rights and responsibilities under the Act such that, with their involvement, the right to know, the right to participate and the right to refuse unsafe work is further enhanced.

The employer and The Society of Energy Professionals ("The Society") agree that all unsafe work must be stopped. This Article on health and safety for the authority to stop work will further enhance the activities of the JHSC's and the IRS concept.

Changes to this Article can only be made by mutual agreement of the Joint Working Committee on Health and Safety. Where no agreement can be reached, the matter will be referred to the Joint Society Management Committee (JSMC) for resolution.

68.4 Authority to Stop Work

- 68.4.1** 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.
- 68.4.2** 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.
- 68.4.3** 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.
- 68.4.4** In cases where the JHSC cannot resolve issues arising from 2 or 3 above, the Ministry of Labour Inspector shall be called in for resolution.

68.5 Training/Certification

- 68.5.1** 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.
- 68.5.2** 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.
- 68.5.3** 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.
- 68.5.4** 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.

68.6 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.

68.7 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.

68.8 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.

68.9 Assessment

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

69 HEALTH AND SAFETY DISPUTES

69.1 Except for disputes involving the principles set out in the Tripartite Agreement on Joint Health and Safety Committees, all other disputes involving allegations that the IESO 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.

69.2 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 Corporate Safety Rules and Procedures, Appendix 4 (Joint Interpretation Agreement Feb. 1995).

70 JOINT HEALTH AND SAFETY COMMITTEES

70.1 The IESO will continue to provide a high level forum in which Society representatives are able to address the health and safety concerns of employees with Management of various levels.

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

70.3 There are to be three levels of representation:

- The IESO /Board level (JSMC)
- Corporate Health and Safety/Society working committee level (based on the following Terms of Reference)
- Local workplace level health and safety committees

70.4 The IESO 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.

70.5

Terms of Reference - September 27, 1989
Joint Working Committee on Health and Safety

1.0 Goal

Provide recommendations to assist the Health and Safety Division in the development, implementation and evaluation of the IESO employee health and safety policy and programs.

2.0 Personnel

Director, Safety, and other Management staff as deemed necessary from time-to-time.
Chairperson of Society Health and Safety Committee and other Society members or a staff advisor to a maximum of five.
The Chair will rotate between the Director, Safety, and Chair of The Society Health and Safety Committee.

3.0 Function

Participate in the identification and resolution of problems and issues of IESO significance in employee health and safety policy and practice.
Participate in the development, promotion and implementation of IESO health and safety programs.
Meet the provisions of 68.5, 68.8 and 68.9.
The Committee will meet quarterly or as mutually agreed.
The IESO will pay the expenses related to jointly agreed projects undertaken by or on behalf of the Joint Working Committee on Health and Safety.

71 REPRESENTATION ON IESO 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 3.3 (Supervisory Employees - Code of Ethics), Management will endeavour to appoint its representatives having regard to The Society's interests in effective representation.

72 JOINT SOCIETY-MANAGEMENT COMMITTEE (JSMC)

Negotiations between the IESO 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.

73 PROBLEM-SOLVING TEAMS (SEE ALSO ADDENDUM 11)

The parties agreed that during the term of the Collective Agreement, problem-solving teams will be established in order to examine the following issues:

a) Benefits

Task – A joint team will examine and make recommendations on the use of new language regarding the use of Dental codes in the Health and Dental Benefits Brochure. As a result of the evolution of the practice of dentistry the Dental Codes used in the Health and Dental Benefits Brochure are no longer current. The objective of this initiative is to recommend an alternative approach to describing the present level of benefits such that they can be kept current. This project will be completed within 18 months of ratification.

b) Pension Governance and Control

The parties agree to establish a committee to have access to reasonable pension plan and pension fund information (subject to the understanding that certain confidential information will not be available, and such confidential information that is supplied will be maintained in confidence by the committee/resource persons), and to explore the feasibility and advisability of:

- i) a new governance framework;
- ii) creation of a pension plan/fund for Society members only;
- iii) obtaining information that may be relevant to successorship issues;
- iv) obtaining information provided to the Board Finance and Audit Committee dealing with the Pension Plan and Fund.

The committee shall be composed of six members, three to be selected by the Company and three to be selected by The Society. Each party shall have the right to have resource persons attend meetings and assist the members of the committee with their deliberations.

c) STAFFING OPPORTUNITIES

The parties agree to establish a joint team to discuss staffing issues including staff levels, workload, knowledge transfer, compressed work week, telecommuting and on-call to report to the JSMC before February 1, 2011.

d) CHILD CARE

The parties agree to form a joint team to investigate and discuss childcare issues.

74 DIRECT DEPOSIT

Employees are paid bi-weekly by means of electronic deposit. Time exceptions (e.g. overtime) will continue to have a time lag.

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 CODE OF CONDUCT

Where the IESO develops a Code of Conduct, it shall make reasonable efforts to apprise the Society and employees of the contents thereof prior to implementing the same.

77 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 the intranet.

The IESO 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% The Company; 25% (Society).

78 USE OF IESO COMPUTER FACILITIES

- 78.1 The Society may make use of any of the services provided by Information Technology and Infrastructure to Company line units.
- 78.2 The Society will be treated identically to the Company line with respect to service standards, procedures and support.
- 78.3 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.
- 78.4 Information regarding these services, e.g., technical support, manuals, billing structure, training, etc., may be obtained from IT&I.

- 78.5 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 the cancellation of this Article.
- 78.6 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 provision of service to its members.
- 78.7 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.

79 STATUS OF CERTAIN CORPORATE POLICIES AND PROCEDURES

- 79.1 The Company will not terminate or alter the terms of the Ontario Hydro policies and procedures listed below without the agreement of The Society during the term of this Agreement. Prior to December 31, 2003, the parties will review the language of these policies and procedures for possible inclusion in the Collective Agreement.
- 79.2 The following policies and procedures are subject to the grievance/arbitration provision of the Collective Agreement (Article 15).

The corresponding Human Resources Policies and Procedures reference and policy date are given in parentheses.

- a) Personal Accident Insurance Plan (03-05-01, December 1988)
- b) Remembrance Day (02-02-01, p.5, May 1981)
- c) World Class Sports Events (02-03-13, May 1979)
- d) Educational Leave (02-03-02, October 1982)
- e) Annual Training - Reserve Forces (02-03-10, August 1991)
- f) Report and Recommendations of Total Compensation Team (October 1992)
- g) Self-funded Sabbaticals (08-02-03, October 1987)

80

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81 ASSIGNMENT OF NON-BARGAINING UNIT WORK DURING A STRIKE/LOCKOUT

Normally, the IESO shall not assign an employee to perform non-bargaining unit work unless this work is essential work. It is agreed that the following provisions govern the assignment of essential work, ordinarily performed by employees in another bargaining unit, to Society-represented employees in the event that the members of that bargaining unit are in a lawful strike/lockout situation.

- 81.1 If a job/function is not performed, it is considered "essential work" if it would result in:
- a) a dangerous or unsafe situation for employees or the public;
 - b) a threat to the environment;

- c) damage to equipment, systems or property;
- d) the violation of licenses, regulations or other statutory requirements as applicable in (a), (b) and (c) above;
- e) activities going undone which are required to support employees who are performing essential work in accordance with (a), (b), (c) and (d) above;
- f) such other condition or concern as may be reasonable in the circumstances.

- 81.2** The process for identifying and assigning work will be a joint process involving a Management representative(s) designated by the IESO and The Society Unit Director/designate(s). As a part of this process, an employee will advise the Management Representative(s) and The Society Unit Director/ designate(s) in a timely manner as to whether he/she will accept the tentative work assignment. Due consideration will be given to family or extenuating personal circumstances raised by an individual employee prior to assigning essential work.
- 81.3** Requests to employees to accept essential work assignments will contain as much information about the assignment as possible, such as work location, training schedules, etc. It is expected that Management will request work assignments as close to employee home locations as possible.
- 81.4** Should the parties, as outlined, be unable to come to joint agreement on whether work is essential, then a decision will be made by George Adams as facilitator/arbitrator, on an expedited basis (within 6 hours). His decision will be binding for the purposes of the work assignment. This decision may be subject to the grievance process at a later date.
- 81.5** The IESO may assign work involuntarily to Society-represented staff if no MF/ESR or qualified Society volunteers are available. There is no obligation to assign MF/ESR before seeking a Society volunteer. One possible situation may occur when there are outstanding essential work assignments once the pool of available and qualified ESR and MF staff has been exhausted and Society-represented employees acceptances have been received. In this emergency situation, Management will assign essential work to Society-represented employees who either have or will obtain the appropriate skills and training. This clarification was necessary because both parties recognize the legal obligations of the Company to ensure essential work is carried out. Management will also take into account personal circumstances before assigning work under this particular emergency situation. Normal Management rights apply to these work assignments.
- 81.6** Any proposed shift schedules which may be worked by Society-represented employees during assignment to non-bargaining unit work shall be reviewed by the appropriate Society Unit Director/designate prior to the official issuance of the shift schedule.
- 81.7** Employees assigned to essential work will have the appropriate skills and training to perform the duties. The assignment of work occurs when an employee accepts Management's request for an essential work assignment and any training, if required.
- 81.8** All agreements and legislative conditions with respect to work refusal on the grounds of health and safety, etc., continue to apply under this agreement.

- 81.9 The terms and conditions of compensation for performing essential work are described in the Letter of Understanding entitled "Compensation and Working Conditions - Essential Duty Assignments" dated June 27, 1994.

PART XII - ADDENDA

ARTICLE 82 - ADDENDA

Addenda are part of this Collective Agreement and are found in Part XII of this agreement.

82.1 Principles

- a) Addenda may elaborate/clarify, amend or add to the provisions of the Collective Agreement.
- b) Addenda may be negotiated to quickly respond to unique conditions or circumstances.
- c) Addenda may be negotiated at the Business Unit level that may alter by joint agreement an item or range of items in HRPP 02-03-04 Personal Time Off and HRPP 04-02-06 Commuting Allowance (page 4 and page 21)

82.2 Approvals

Addenda will be signed by both of the Co-Chairs of the Joint Society Management Committee (JSMC) or their designates.

82.3 Duration

Addenda may have fixed terms, expiry dates, cancellation clauses, review and/or renewal clauses.

The IESO and The Society will during collective agreement negotiations, review and determine the status of each Addendum.

Upon expiry or cancellation, the normal provisions of the Collective Agreement will apply unless otherwise agreed.

Note: the IESO and The Society have not amended all Addenda to reflect the separate Collective Agreement status of the IESO. In particular Addendum #1 dealing with the Voluntary Recognition Agreement and subsequent amendments are historic documents and therefore references to Ontario Hydro have been maintained. It is agreed however, that the commitments, terms and conditions in these Addenda shall apply to the IESO in the same manner as they were applied to Ontario Hydro, to the extent that they are applicable to the IESO.

82.4 Grievance/Arbitration

Addenda are subject to the grievance/arbitration provisions unless otherwise agreed to by the parties.

82.5 The contents of Addenda shall be as follows:

Addendum 1	Voluntary Recognition Agreement - Historical Documents
Addendum 2	Utilization and Advancement of Professional Engineers & Scientists
Addendum 3	Input to PEO (Professional Engineers Ontario) Salary Survey
Addendum 4	Collective Agreement Negotiations Disputes
Addendum 5	Revised Template for Letter Requesting a Society-Represented Employee to Accept an Essential Work Assignment /Template for Letter Assigning Essential Work to Society-Represented Employee
Addendum 6	Compensation & Working Conditions - Essential Duty Assignments
Addendum 7	Society Management Function/ESR Boundary Issues
Addendum 8	List of Arbitrators, Mediators and Investigators (a partial draft is submitted without prejudice)
Addendum 9	Pension Plan Actuarial Assumptions
Addendum 10	Process for Updating the Drug Formulary
Addendum 11	Intentionally left blank
Addendum 12	Incentive Plan
Addendum 13	Joint Selection Review Committee
Addendum 14	Side Letters 1999-2000 Negotiations - Release of Society Representatives - Pension Plan
Addendum 15	Surplus Staff on Rotations
Addendum 16	Extended Health Benefits
Addendum 17	Code of Conduct

ADDENDUM 1
VOLUNTARY RECOGNITION AGREEMENT – HISTORICAL DOCUMENTS

In light of major changes that have occurred since the Voluntary Recognition Agreement (VRA) came into effect on January 14, 1992, including significant Corporate restructuring, the parties' agreement to conduct a joint internal relativity project, and the need to clarify The Society's historical jurisdiction, The Society and Ontario Hydro agree to replace Sections 1.0 and 2.0 of the VRA with Article 2 of their Collective Agreement as amended by the Framework Agreement dated October 4, 1994.

The parties further confirm that the terms of the VRA as amended in the Collective Agreement remain applicable in all respects, including the agreed upon dispute resolution processes, to all provincially and federally regulated employees, subject only to previously agreed amendments and this amendment.

(signed by B.R. Story and C.B. Cragg - October 4, 1994)

(FORMER APPENDIX IX) - RE: ARTICLE 2 - RECOGNITION CLAUSE

Ontario Hydro and The Society confirm the following understanding with respect to their agreement to amend Article 2 ("Recognition Clause") of their Collective Agreement:

1. The parties agree that the Voluntary Recognition Agreement (Attachment A), subsequent amendments to the VRA and correspondence between the parties concerning jurisdictional matters will be admissible in the event of any future interpretation disputes concerning The Society's recognition clause.
2. The parties agree that the intent of these amendments is to clarify The Society's historic jurisdiction as the exclusive bargaining representative for the broad mix of professional and supervisory employees that comprise the M&P/FM&P and TMS/TS/OSS/SEI salary classifications on salary schedules 01, 02, 03, 04, 05, 06, 07, 08, 09, 13 and 18 except where such persons are performing managerial functions or are employed in a confidential capacity. As such, these amendments constitute a reconfirmation by Ontario Hydro of the commitments made by D.B. MacCarthy regarding The Society's jurisdiction in his April 18, 1994 letter to P.T. Suchanek, Registrar of the Canadian Labour Relations Board.
3. The Society acknowledges that Ontario Hydro has consented to the deletion of the following subparagraphs from the bargaining unit description on the basis of the assurance of The Society contained in paragraph 4 below:
 - those persons included on the Executive Salary Roll and above;
 - employees whose full-time duties are security work;
 - employees in the Executive Office;
 - employees in the Office of the General Counsel and Secretary including the Law Division except Corporate Official Records Analysts, Corporate Archivists and Corporate Records Centre Supervisors.

4. The Society assures Ontario Hydro that this Agreement, to delete the sub-paragraphs contained in paragraph 3 above, does not extend the previously agreed upon jurisdiction of The Society, except upon consent of the parties, beyond that jurisdiction identified in the Voluntary Recognition Agreement. However, should jurisdictional claims be made by any other bargaining agent for the classifications referred to in paragraph 3 above, The Society may assert a parallel or related claim.
5. The parties acknowledge that there are thirteen jurisdictional grievances filed by The Society pending resolution (listed in Addendum A) and that these amendments are not intended to prejudice the outcome of these disputes.
6. The parties acknowledge that the definition “associated employees” in Subsection 2.3.2 includes, but is not limited to, positions listed in Addendum B, and other similar positions created in the future.

(signed by B.R. Story and C.B. Cragg - October 4, 1994)

ATTACHMENT A

VOLUNTARY RECOGNITION AGREEMENT

This Agreement including the accompanying Framework Agreement, included as Schedule A, resolves all issues raised during proceedings at the Ontario Labour Relations Board, regarding The Society’s Applications for Certification (dated November 5, 1986 and October 2, 1990) or otherwise arising as to the status of the Master Agreement as a Collective Agreement before such Board or the Courts. This Voluntary Recognition Agreement is entered pursuant to the Ontario Labour Relations Act and is acknowledged to be enforceable pursuant to that Act. The parties agree that the Memorandum of Agreement, June 19, 1991, known as the Letter of Understanding, is no longer in force or effect.

1.0 Recognition Clause

Pursuant to section 16(3) of the Ontario Labour Relations Act, Ontario Hydro agrees to recognize The Society as the exclusive bargaining agent for the “employees” defined as follows:

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

- a) those persons included on the Executive Salary Roll and above;
- b) employees in bargaining units for which any trade union holds bargaining rights as of the signing of this Agreement;
- c) those persons who perform managerial functions as distinct from supervisory functions. An employee is performing managerial functions if:

- i) she/he performs managerial functions such as hiring, promotion, performance increase, discharge, etc. over other employees in the bargaining unit and;

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

she/he supervises at least seven (7) employees (directly or indirectly) on a regular and continuous basis.
- ii) she/he supervises employees who are excluded from The Society under (c) (i), (d), (e) or (f);
- d) employees who are primarily employed in a confidential capacity affecting the terms and conditions of employment for Ontario Hydro staff;
- e) employees whose full-time duties are security work;
- f) employees who are members of a profession entitled to practice in Ontario and who are employed in a professional capacity where the Ontario Labour Relations Act excludes such persons from coming under the Act by virtue of their profession."

2.0 Clarity Notes

For the purposes of clarity, the bargaining unit set out above:

2.1 Includes:

- a) All regular, probationary, part-time and temporary employees whose functions are included in the classifications paid from Salary Schedules 01, 02, 04, 05, 07, 08, 09, and 18; and
- b) All employees paid from Salary Schedule 13 (Nurses), Salary Schedule 03 (System Control Operators) and Salary Schedule 06 (Helicopter Operator Supervisors), except employees excluded by virtue of 1.0 of this Agreement, will be entitled to vote to determine if they wish to be represented by The Society. If the majority of eligible employees voting on any schedule vote in favour of being represented by The Society, eligible employees on that schedule will be represented by The Society. The vote will be conducted by The Society and Ontario Hydro by secret ballot.

2.2 Excludes employees in accordance with 1.0 (c) above as follows:

- a) M&P (Schedule 01) - in salary classification MP4 (or higher) rated by the Plan A Point System of Job Evaluation January 1988 ("Plan A"), or its equivalent, carrying "Nature of Supervision" Degree 4 (or higher) or its equivalent and "Numbers Supervised" Degree 3 (or higher) or its equivalent who normally supervise other Society represented employees.

- b) FM&P (Schedule 02) - who normally supervise other FM&P employees and who normally supervise at least seven (7) employees directly or indirectly.
- c) TMS and TS (Schedules 08 and 07) - who normally supervise other TMS or TS positions and who normally supervise at least seven (7) employees directly or indirectly.
- d) OSS (Schedule 05) - who normally supervise other OSS positions and who normally supervise at least seven (7) employees directly or indirectly.
- e) Supervising Electrical Inspectors (Schedule 09) - who normally supervise other SEI positions and who normally supervise at least seven (7) employees directly or indirectly.
- f) Area Managers.

2.3 Excludes employees in accordance with 1.0 (d) above as follows:

- a) Employees paid from Salary Schedule 01 rated under Plan A as having "Staff Responsibility" Degree 4 (or higher) or its equivalent and MP6 employees as having "Staff Responsibility" Degree 3 (or higher) or its equivalent.
- b) Employees in the Executive Office.
- c) Employees in the Office of the General Counsel and Secretary including the Law Division except Corporate Official Records Analysts.
- d) Positions currently listed in Agreement RS-1 dated October 11, 1990.
- e) Human Resource trainee positions on Schedule 04.

3.0 The grievance and arbitration procedure may be used to challenge any unreasonable, arbitrary or bad faith action taken by Ontario Hydro which results in the exclusion of any employee or position from the bargaining unit.

4.0 Arbitration

4.1 Future contract negotiations disputes shall be resolved by binding arbitration in accordance with Section 38 of the Ontario Labour Relations Act and the negotiating process for resolving such disputes shall be set out in full in the Collective Agreement.

The dispute resolution process shall be mediation-arbitration using the same individual as both the mediator and arbitrator.

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

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

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

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

- 4.2 The parties will hereby undertake to develop appropriate internal comparisons, an external community for comparison and criteria for measuring total compensation by no later than September 1, 1992 and failing such agreement either party may refer the outstanding differences to an arbitrator for a final and binding decision. This undertaking and its referral to arbitration shall be enforceable under the Arbitrations Act.

5.0 No Strike/No Lockout

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

6.0 Supervisory Employees

For the purposes of section 9.0, the parties agree that Supervisory positions are those that are not excluded under section 1.0 above and that satisfy the following criteria:

- a) Employees on Salary Schedule 01 who have under Plan A "Nature of Supervision" Degree 3 (or higher) or its equivalent;
- b) Employees on Schedules 07, 08, 02, 05 and 09 on condition they normally supervise other employees.

7.0 Enforcement

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

The arbitrator shall have all of the powers of an arbitrator pursuant to section 44 of the Ontario Labour Relations Act or the Arbitrations Act as the case may be.

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

8.0 Selection of Mediators and Arbitrators

Mediators and arbitrators shall be selected from a list of mutually acceptable persons which are to be set out in the Collective Agreement and the costs of using them will be shared equally by Ontario Hydro and The Society.

9.0 Duration

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

In the event that either party desires to amend this Agreement on or after January 1, 2001, it must notify the other party in writing not less than six months prior to the expiry of the Collective Agreement in effect on January 1, 2001 or thereafter six months prior to the expiration of any subsequent Collective Agreement. In such circumstances the parties will have the right, if either party so chooses, to appoint a mutually-agreeable mediator for the purpose of reaching a settlement of the issues and where there is mutual agreement the mediator shall arbitrate outstanding matters in dispute.

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

10.0 Federal Jurisdiction

In the event that nuclear workers are found to be covered under the Canada Labour Code and The Society applies to represent these employees, Ontario Hydro will not oppose certification for any employee represented by The Society under this Agreement.

11.0 Ratification

The Society Executive recommends acceptance of this Agreement to its members and the Agreement shall become effective upon the date of ratification. Persons eligible to vote will include all employees who will be represented by The Society under this Voluntary Recognition Agreement. The vote will be conducted by secret ballot.

- 12.0** Effective upon the date of ratification or as soon as reasonably practical, Ontario Hydro undertakes to make available to those employees excluded under 1.0(c) and 1.0(d) an enhanced Redress Procedure for Management Function staff, which includes the right to representation of their choice, and as a final step in the process, to binding arbitration by an external third party acceptable to the employee and to Ontario Hydro.
- 13.0** Until the terms of a first Collective Agreement are reached, Ontario Hydro agrees to adhere to the terms and conditions of employment found in the existing Master Agreement, Subsidiary Agreements and Memoranda of Understanding with respect to the agreed upon bargaining unit. Applicable sections of the Manual of Human Resources Policies and Procedures will act as a supplement to the aforementioned joint documents.
- 14.0** Effective the first month following the date of ratification, Ontario Hydro shall deduct dues from each employee in the unit and remit this amount to The Society forthwith.

This Agreement was arrived at with the assistance of and under the auspices of George Adams as mediator.

[signed by C. Cragg for W. Hirst (Society) and W.S. O'Neill (Ontario Hydro), November 13, 1991.]

SCHEDULE A**MEMORANDUM OF UNDERSTANDING
FOR A FRAMEWORK AGREEMENT**

Ontario Hydro and The Society of Ontario Hydro Professional and Administrative Employees agree as part of the Voluntary Recognition Agreement to be found by the following principles and practices and agree that the negotiation and operation of all Collective Agreements ensuing from the Voluntary Recognition Agreement will be in accordance with this memorandum unless otherwise mutually agreed.

1.0 Society Interests vs. Corporate Interests

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

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

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

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

Provided nothing in this Framework Agreement is intended to interfere with the exercise of lawful economic sanctions by any member of the bargaining unit or bargaining units as the case may be or by The Society itself should either party to the Agreement elect to terminate sections 4.0 and 5.0 of the Voluntary Recognition Agreement.

2.0 Collective Agreement

The Collective Agreement between the parties will include sections 1.0, 2.0, 3.0, 4.0, 5.0, 6.0, 8.0 of the Voluntary Recognition Agreement, in addition to section 1.0 of Schedule A and the principles set out in sections 3.0 to 7.0 as noted below.

3.0 Supervisory Employees - Code of Ethics

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

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

3.1 Grievance Procedure

The Collective Agreement will have a grievance procedure which will recognize:

- access by either party for disputes arising from the administration of the Collective Agreement and from the application of section 1.0. If such disputes proceed to arbitration, the arbitrator will consider the principles contained in section 1.0;
- the role of supervisors in resolving disputes before they reach the formal procedure;
- that The Society agrees not to discriminate against supervisors who represent Management in Society grievances;
- that The Society will exclude supervisors directly involved in a particular grievance from the decisions on the referral of the grievance through the formal process;
- that supervisors will not act on behalf of The Society in matters associated with a particular grievance where the grievance has been lodged by another member(s) who reports to the particular supervisor.

4.0 Representation on Corporate Committees

The Collective Agreement will recognize the roles and responsibilities of appointees to committees and task forces, i.e., as a representative of Management on the one hand, and The Society, on the other. When an employee represented by The Society is appointed by Management, his/her responsibility is to Management. When he/she is appointed by The Society, his/her responsibility is to The Society. This role distinction should be made clear at the time of appointment. Notwithstanding the above, and in keeping with section 3.0, Management will endeavour to appoint its representatives having regard to The Society's interests in effective representation.

5.0 Selection of Supervisors

The Collective Agreement will incorporate the existing practices for selecting the “best qualified candidate” in filling supervisory positions.

6.0 Membership in The Society

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

7.0 Dues Deduction (Rand Formula)

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

The Society confirms it will respect the provision of section 47 of the Ontario Labour Relations Act with respect to bona fide religious convictions or beliefs.

(signed by C. Cragg for W. Hirst [Society] and W.S. O’Neill [Ontario Hydro], November 13, 1991)

ADDENDUM A

The following jurisdictional grievances have been filed by The Society and are pending resolution, as of Sept30, 1994.

1. Mechanical Maintenance TMS (OHN, filed September 15, 1993).
2. Supervising Electrical Inspector (Retail, filed September 20, 1993).
3. TMS Forestry (Retail, filed November 2, 1993).
4. NESD Shift Site TMS (OHN, filed November 12, 1993).
5. Bruce A Civil Maintenance (OHN, filed November 18, 1993).
6. Shift Superintendent B/Shift Site Supervisor (Fossil, filed December 16, 1993).
7. SMS Outage Co-ordinator (OHN, filed December 16, 1993).
8. Computer Shift Supervisor (Business Services, filed December 16, 1993).
9. Mechanical Maintenance Training Co-ordinator (OHN, filed January 12, 1994).
10. Senior District Clerk (Grid, filed March 1, 1994).
11. Senior Clerk (OHN, filed March 1, 1994).
12. NWESD Mechanical Maintenance TMS (OHN, filed April 22, 1994).
13. DNGS Service Maintenance TMS (OHN, filed August 3, 1994).

ADDENDUM B

Occupation Code	Job Title	Salary Schedule	Salary Grade
748042	Vault Officer	01	01
748836	Recruitment and Training Officer	01	01
739055	Organization and Systems Analyst	01	01
748105	Recruitment and Training Officer	01	01
752215	International Project Administrator	01	01
741051	Co-ordinator - Area Office Practices	01	02
719010	LAN Administrator	01	02
741050	Co-ordinator - Customer Service Practices	01	02
748252	Assistant Training Officer	01	02
734075	Business Systems Analyst	01	02
753063	Trade Development Officer	01	02
741845	Transportation Field Co-ordinator	01	02

753847	Material Systems Officer	01	02
734080	Information Systems Support Analyst	01	02
739008	Regional Office LAN Administrator	01	02
623013	Materials and Procurement Services Officer	01	02
730844	Facilities and Services Analyst	01	02
759090	Team Leader - Transportation Planning	01	02
753860	Administrative Services Officer	01	02
752046	Business Planning Co-ordinator	01	02
729051	Transportation of Dangerous Goods Specialist	01	02
719009	LAN Administrator	01	02
734078	Information Systems Specialist	01	02
734079	Office Systems Analyst	01	02
748867	Business Systems and Training Officer	01	02
748850	Emergency Preparedness Officer	01	02
741817	Service Co-ordinator - Kipling Complex	01	03
741072	Co-ordinator - Lines Work Methods	01	03
729056	Building Maintenance Officer	01	03
748865	Field Training Officer	01	03
753403	Senior Employment Officer - Nuclear Operations	01	03
710007	Digital Mapping Co-ordinator	01	03
759026	Training Officer	01	03
741828	Operating & Maintenance Projects Co-ordinator	01	03
741827	Service Co-ordinator	01	03
729043	Building & Facilities Disposal Officer	01	04
741841	Production Co-ordinator	01	04
729014	Maintenance Specialist - Mechanical	01	04

ADDENDUM 2
UTILIZATION AND ADVANCEMENT OF PROFESSIONAL ENGINEERS AND SCIENTISTS

PART A

The IESO and The Society agree the following principles will govern the utilization and advancement of professional engineers and scientists in the IESO.

- 1.0 The terms "professional engineers" and "scientists" shall include the employees' categories identified in Part B.
- 2.0 The MP2 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 level of work shall be considered as the "normal expectancy" level for fully qualified and competent engineers, or scientists in the IESO. MP3 may continue to be a "journeyperson" 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, 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 level and their suitability for further employment in the IESO.

(signed by W.G. Morison for Management and F.R. Greenholtz for The Society, Feb 27, 1984)

PART B

UTILIZATION AND ADVANCEMENT OF PROFESSIONAL ENGINEERS AND SCIENTISTS

Professional Engineers

Incumbents of jobs with 600000 occupation codes who are:

- a) Licensed to practice engineering by the Professional Engineers of Ontario (PEO), or
- b) University graduates in one of the following 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 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.

Original document signed by W.G. Morrison for Ontario Hydro & F.R. Greenholtz for the Society Feb. 27, 1984.

ADDENDUM 3
Input to the PEO (Professional Engineers Ontario) Salary Survey

Should the IESO participate and provide input to the PEO Salary Survey of Employers, it is agreed that the method of input shall be 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 IESO 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, who are represented by The Society), including engineering trainees who are registered (or eligible for registration) by the PEO.

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 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 higher.
- ii)** Engineers in jobs classified as MP1 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 or MP3 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 or MP5.

2.5 Level E

Engineers in jobs classified as MP6.

3.0 Annual Relative Standing

IESO data will be excluded from the PEO survey data when making comparisons of IESO's position relative to the community.

(signed by J.R. O'Connor for Management and B.A. Green for The Society, November 29, 1984 - revised in 1992/1994 Collective Agreement)

ADDENDUM 4
COLLECTIVE AGREEMENT NEGOTIATION DISPUTES

Future contract negotiations disputes shall be resolved by binding arbitration.

The dispute resolution process shall be mediation-arbitration using the same individual as both the mediator and arbitrator.

The 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) The IESO need to retain, motivate and recruit qualified staff;
- c) the cost of changes and their impact on total compensation;
- d) the financial soundness of the IESO 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 the IESO or The Society in light of the criteria in items (a) to (d) and his/her decision shall be final and binding.

Rick Coates
Vice President - The Society

Norm Thomas
Director - Human Resources

Date

ADDENDUM 5
REVISED TEMPLATE FOR LETTER REQUESTING A SOCIETY-REPRESENTED EMPLOYEE TO ACCEPT AN ESSENTIAL WORK ASSIGNMENT

Employee Name _____ Date _____

Request to Perform Essential Work

The Independent Electricity Market Operator (IESO) and Society Unit Director have now completed their assessment of work required to maintain essential services should the Power Workers' Union (PWU) withdraw the services of its members following expiry of the current Collective Agreement.

Based on your background and experience, the IESO is asking you to perform essential work as follows:

Location: _____ Position: _____

The exact commencement date of this assignment is dependent on the outcome of negotiations between the PWU and the IESO.

The training, if required, for this position will be provided as follows:

Location: _____ Time: _____

Please complete the form below and return this letter to your supervisor within 1 week from the date of the request.

You will be contacted by Contingency Planning Contact or their designate, who will provide you with information about the assignment, compensation, working conditions, expenses and any details associated with training. A copy of the relevant portions of the IESO/Society Collective Agreement is attached for your reference.

R2 signature

cc Human Resources

- I accept the assignment
- I wish to request a change to this assignment
- I do not wish to volunteer for this assignment

TEMPLATE FOR LETTER ASSIGNING ESSENTIAL WORK TO SOCIETY-REPRESENTED EMPLOYEE

Employee Name _____ Date _____

Assignment to Perform Essential Work in an Emergency

The Independent Electricity Market Operator (IESO) and Society Unit Director have now completed their assessment of work required to maintain essential services should the Power Workers Union (PWU) withdraw the services of its members following expiry of the current Collective Agreement.

Based on your background and experience, the IESO is assigning you to perform emergency essential work, due to insufficient resources, as follows:

Location: _____ Position: _____

The exact commencement date of this assignment is dependent on the outcome of negotiations between the PWU and the IESO.

The training, if required, for this position will be provided as follows:

Location: _____ Time: _____

If, for extenuating personal circumstances, you want to request a change to this assignment, efforts will be made to try to accommodate your request.

You will be contacted by Contingency Planning Contact or their designate, who will provide you with information about the assignment, compensation, working conditions, expenses and any details associated with training. A copy of the relevant portions of the IESO/Society Collective Agreement is attached for your reference.

R2 Signature

cc Human Resources

ADDENDUM 6
COMPENSATION AND WORKING CONDITIONS - ESSENTIAL DUTY ASSIGNMENTS

It is agreed that the following provisions will govern the compensation and working conditions applicable to Society-represented staff who are assigned essential service duties.

1.0 General Provisions

- 1.1 All policies and practices and terms of the Collective Agreement which normally apply to Society-represented staff will continue to apply during a strike/lock-out unless modified, replaced or set aside in accordance with this Agreement.
- 1.2 All employees, including employees not assigned to work of another bargaining unit, will continue to receive their normal pay rate, including performance standing, for their regular job.
- 1.3 For those employees who normally work shifts, all existing shift schedule arrangements, including time-balanced schedules, will be suspended from the date the work stoppage commences until the work stoppage ends. Compensation treatment will be equitable for all employees assigned to essential duties during the work stoppage.
- 1.4 All employees assigned to essential duties will be compensated based on a 35-hour work week. As a minimum, employees will continue to receive pay equivalent to their normal base earnings. For employees whose rate is normally based on a 37.5 hour or 40 hour week, a premium of 0.5 times the hourly rate will apply after 35 hours in a week until their normal hours of work (i.e., 37.5 or 40) is reached. Overtime beyond this will be compensated at the appropriate overtime rate.
 A positive time balance will be paid at the termination of the essential service assignment and a negative time balance will be written off.
- 1.5 For situations involving the crossing of picket lines, refer to Article 75 of the Collective Agreement ("Crossing Picket Lines of Other Unions").

2.0 Compensation - General

2.1 Scheduled Work on Weekdays

- 2.1.1 Employees assigned to essential work will be compensated at straight time rates for the first seven (7) hours of work. The following seven (7) hours worked shall be compensated at time-and-one-half subject to treatment for employees normally working 37.5 or 40 hours a week as outlined in Section 1.4.
- 2.1.2 All hours worked in excess of fourteen (14) continuous hours shall be compensated at:
 - a) double-time; or
 - b) straight time plus an hour off for each hour worked in excess of fourteen (14) hours.

2.2 Scheduled Work on Saturdays, Sundays, and Statutory Holidays

- 2.2.1 All employees assigned to work shifts and scheduled to work on Saturdays and Sundays will receive straight time pay for the first seven hours worked as part of a normal scheduled work week.
- 2.2.2 All employees assigned to work shifts will receive straight time pay for the first seven hours worked on a statutory holiday as part of their normal scheduled work week. One hour off for each hour worked up to the statutory holiday credit (seven hours) will be given at a later date acceptable to the employee and Management.

2.2.3 The appropriate shift allowances as per Article 30 will be paid to all employees required to work shifts.

2.3 Overtime Worked on Saturdays, Sundays and Statutory Holidays

2.3.1 Employees shall be compensated at time-and-one-half for the first fourteen (14) hours worked on a Saturday.

2.3.2 Employees shall be compensated at double-time for the first fourteen (14) hours worked on a Sunday.

2.3.3 Employees shall be compensated at double-time for the first fourteen (14) hours worked on a statutory holiday. In addition, one hour off for each hour worked up to the statutory holiday credit (seven hours) will be given at a later date acceptable to the employee and Management.

2.3.4 All hours worked in excess of fourteen (14) hours on a Saturday, Sunday or statutory holiday will be compensated at:

a) double-time; or

b) straight time plus an hour off for each hour worked in excess of fourteen (14) hours.

2.4 Time Off in Lieu

Employees may choose to be compensated in money, paid time off, or a combination of both for overtime worked while assigned to essential work. Scheduling of time off will be subject to agreement of the regular supervisor following the end of the work stoppage.

3.0 Travel Time

All travel time except time spent in travel when called out for any emergency overtime, will be compensated at straight time. Travel time for emergency overtime will be considered as overtime.

4.0 Expenses

4.1 Reimbursement will be made for appropriate out-of-pocket expenses incurred as a result of undertaking assignments during a strike situation. As such employees should not profit from reimbursement of expenses. Appropriate expenses include, but are not limited to, travel, meals, accommodation, cancellation of vacations, increased child care, and damage or loss of private property.

4.2 Expenses incurred during a temporary assignment will be submitted to the temporary supervisor for approval.

5.0 Essential Work Rating Scale

5.1 The Essential Work Rating Scale set out in Attachment A forms part of this Addendum and will be updated by the Joint Society-Management Committee, prior to application.

(signed by Brian Story, Co-Chair for Ontario Hydro Management and Chris Cragg, Co-Chair for Society, dated June 27, 1994; reviewed in the 2001-2003 Collective Agreement.)

Addendum 6
ATTACHMENT A

ESSENTIAL WORK RATING SCALE

(A) WORKING CONDITIONS

Employees who are assigned to essential work will automatically receive credit for this factor. It is assumed the individual will be subjected to pressures, demands or unfavourable/hazardous working conditions which deviate significantly from the norms of the regular position. Employees/supervisors whose work responsibility will increase significantly as a result of a work stoppage may be assigned to special duties by their respective line management.

Payment per Day: \$30.00

(B) SHIFT ASSIGNMENT

Employees who are assigned to work a shift schedule will automatically receive credit for this factor for each day they work the shift schedule.

Payment per Day: \$30.00

(C) SPECIFIC ALLOWANCES

The following allowances are to compensate for situations where employees are required to perform essential work under specific working conditions.

An employee can receive compensation for only one of the following allowances.

24- Hour Availability

An employee who is required or elects to remain at a designated place, other than home (e.g., motel) in readiness to proceed immediately to the work location on a 24-hour basis. Hours worked by an employee are included in this 24-hour period.

Payment per Day: \$46.00

OR

Remaining at IESO Facilities on 24-Hour Basis

An employee is required to remain/live at the work location for a 24-hour period.

Payment per Day: \$120.00

On-Call Service

An employee is permitted to remain at home following his/her scheduled work but is required to be available to work outside normal working hours.

(Reference: Article 27 - "On-Call Service")

Note: Employees who are required to live at the work location on a continuing 24-hour basis and will be paid for only those hours worked plus the applicable allowances.

ADDENDUM 7
RE: SOCIETY-MANAGEMENT FUNCTION/ESR BOUNDARY ISSUES

Intent

This Addendum seeks to clarify employee rights during the operation of Article 64 related to positions at or near to the boundary between The Society and Management Function and provide an equitable means for employees to participate in competitions or a mix and match and follow their work where it has been transferred in or out of The Society's jurisdiction as a result of a reorganization. It is not intended to provide enhanced employment continuity rights in comparison to employees whose work has not changed jurisdiction.

The Problem

1. Position X is in the old organization and is in The Society. The duties change very little in the new organization but the change is sufficient to alter the jurisdiction of the position (e.g., the span of supervision and control is expanded and there will be more Society direct reports).

Under the current rules The Society-represented employees currently in position X will not be permitted to compete for the position in the new organization during a mix and match.

2. There is a converse of 1. Position Y is currently excluded from The Society (i.e., MF or ESR). In the new organization the position is substantially the same but the jurisdiction of the job will move to The Society's jurisdiction. Once again, the change is minimal (e.g., there is reduced supervision and fewer or no Society direct reports).
3. Position Z is being formed in the new organization. It appears that it will be excluded/included but there is uncertainty about some factors (e.g., the number of direct reports). Therefore, the jurisdiction is uncertain and may eventually change.

In this case, Management could make an arbitrary designation as excluded and The Society could challenge the designation later. If Management were to do this, then The Society-represented employees would not be able to compete for the position during a mix and match process. If the ultimate jurisdiction was within The Society, it could be that the selection process would have to be repeated.

If Management were to designate the position as included in The Society then MF and ESR would be excluded from a mix and match process. A similar result could occur, if the jurisdiction were to subsequently change.

The Solution

A joint process for identifying positions X, Y and Z will be established as follows:

1. Management will identify the X, Y and Z positions and identify the employees who could be adversely affected. The Society will have approval/veto rights. (Note: This is intended to ensure X, Y and Z positions are legitimate and not intended to increase the

opportunities for MF and ESR employees or reduce the opportunities for Society represented employees to exercise their seniority rights in the mix and match process.)

2. Category X - These positions will be filled in the MF mix and match or advertised company wide using the normal vacancy process if not filled in the mix and match. Society represented employees identified under paragraph 1 will be treated equally to MF employees during a mix and match but may only be selected for Position X. If the position is advertised company wide, then the employee will be treated preferentially (i.e., be granted the same priority as surplus MF or ESR) for the specified position only. If the employee is not selected, then the employee can exercise all of his/her normal rights under Article 64. Where the employee is not selected for the position, The Society and the employee will be advised of the selection criteria and provided with reasons for non selection.
3. Category Y - These positions will be filled in The Society mix and match or advertised company wide using the normal vacancy process if not filled in the mix and match. MF or ESR employees identified under paragraph 1 will be treated equally to Society employees during a mix and match but can only be selected providing they meet the senior qualified criteria for Position Y (i.e., such employees cannot be placed in any other position or displace Society-represented employees). If the position is advertised company wide, then the employee will be treated preferentially (i.e., be granted the same priority as surplus Society) for the specified Y position only. If the employee is not selected, then the employee will be treated similarly to other MF/ESR staff in all other respects and have no additional rights.
4. Category Z - The parties will attempt to reach consensus on the jurisdiction of the position based on all available information (which will include an organization chart showing reporting relationships, selection criteria, and description of duties) prior to the selection process. Where consensus is not reached, Management will determine the jurisdiction and The Society will have the right to grieve.
5. The rights of The Society to grieve the jurisdiction of positions are unaffected by agreements reached under this process.

Original signed by S. Strome for Management and J. Wilson for the Society

ADDENDUM 8
LIST OF MEDIATORS AND ARBITRATORS AND INVESTIGATORS
(PARTIAL DRAFT – WITHOUT PREJUDICE)

The parties shall agree annually to a list of arbitrators and mediators. The parties may also, on joint agreement, engage other arbitrators/mediators/investigators, on a case by case basis. The parties agree to the following list of approved arbitrators for the years 2002 and 2003.

Arbitrators/Mediators :
 Grievances

George Adams
 Chris Albertyn
 Jane Devlin
 Rob Herman
 Robert Howe
 Susan Stewart (Benefits arbitration)
 (specify one) (Job evaluation arbitration)

Expedited Step 3B:

Bill Kaplan
 Russel Goodfellow

Investigators/Mediators (Article 15.5(b))

(specify 2)

ADDENDUM 9
RE: PENSION PLAN ACTUARIAL ASSUMPTIONS

The parties agree that the actuarial assumptions used in costing pension benefits for bargaining purposes will be based on 8.5% discount rate, 7% salary increases, 5% CPI, 6% YMPE and the new retirement rates.

The IESO 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 the IESO with the Pension Commission will use whatever basis is deemed appropriate by the IESO 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.

(Original document signed by W.S. O'Neill and C.B. Cragg, January 22, 1993)

ADDENDUM 10
PROCESS FOR UPDATING THE DRUG FORMULARY TO DECEMBER 31, 2000

A. NEW DRUGS REQUIRING A PRESCRIPTION BY LAW

1. New "generic substitutes" for "name brand drugs" already listed on the Formulary will automatically be added to the Formulary as soon as they are approved for use in Canada.
2. New "strengths/dosages/forms" for drugs listed on the Formulary will automatically be added to the Formulary as soon as they are approved for use in Canada.
3. Out-of-country drugs with the same chemical base as drugs listed on the Formulary will automatically be added to the Formulary as the need arises.
4. The Chief Physician (or other employer-designated decision-maker) shall review all drugs that have been newly approved for use in Canada and advise the employer whether the drug is commonly and customarily recognized throughout the physician's profession as appropriate in the treatment of a patient's diagnosed sickness, injury or condition. The employer will make all reasonable efforts to make this determination as soon as possible after the drug has been approved for use in Canada. When a drug is deemed by the Chief Physician (or other employer-designated decision-maker) to meet this criteria, the drug shall be added to the formulary.
5. Any drug on the Formulary that is no longer approved for use in Canada will automatically be deleted from the Formulary effective the date federal approval is withdrawn.

B. OVER-THE-COUNTER (OTC) PRODUCTS

1. OTC products which are life sustaining, prescribed by a doctor and dispensed by a pharmacist will be covered. A new life sustaining OTC product that has been approved for use in Canada shall be reviewed for inclusion on the formulary by the Chief Physician (or other employer-designated decision-maker).
2. The IESO will update the formulary to include vaccines, including OTC vaccines, provided they are prescribed by a licensed physician and dispensed. These vaccines, as they become available, shall be reviewed for inclusion by the IESO's Chief Physician) or other employer-designated decision-maker).

C. MISCELLANEOUS

1. The Corporation agrees to provide the following to The Society:
a full and complete copy of the list of new drugs approved for use in Canada, as received from the Carrier (usually monthly); a list of (prescription and life sustaining OTC) items added to the Formulary (including, where applicable, what country it applies to); and, upon written request from The Society, a written rationale for not including a drug on the formulary.

2. Notification of the employer's decision to not add a drug to the Formulary, and any ensuing discussion with respect to the employer's rationale for not doing so:
 - Shall not be deemed to trigger timelines under article 15 of the Collective Agreement
 - Shall be without prejudice to The Society's position with respect to whether the drug meets the "reasonable and customary" standard; and,
 - Shall not prejudice The Society's entitlement, or the entitlement of any Society represented employee(s), to grieve the employer's decision at a later date.
3. The Corporation agrees to provide the Society electronic access to the complete Drug Formulary.
4. The Corporation agrees to install, and update on a quarterly basis the complete Drug Formulary on the Intranet.

Original signed by Norm Thomas (IESO) and John Cameron (The Society)

ADDENDUM 11

Intentionally left blank

ADDENDUM 12
INCENTIVE PLAN
(Formerly LOU #20)

Without prejudice and without creating a precedent regarding any other matter, the undersigned parties agree to amend Letter of Understanding #20 "Incentive Plan" to read as follows:

1. Payments made under the Incentive Pay Plan ("the Plan") are over and above other forms of compensation for employees (i.e., it is a "top hat" plan). A third party (e.g., an interest mediator-arbitrator) cannot factor in the Plan in determining the award on monetary issues during collective bargaining.
2. The Plan will be put in place on a trial basis and will cover the period from January 1, 1999 until December 31, 2000, unless otherwise agreed. At the end of this period, the parties will conduct a joint experience review of the concept and the measure used to determine payout eligibility under this Plan. The concept and the measure will be freshly negotiable during the next round of Collective Agreement renewal bargaining.
3. The Plan is intended to:
 - Focus employees on the challenges ahead;
 - Ensure that operational excellence is maintained;
 - Reinforce and support transformation to Market Operator;
4. Payouts made under the Plan for 1999 will be distributed as universal (i.e., IESO-wide) equal dollar payments to all eligible Society-represented employees. Payouts under the Plan for 2000 will be an equal percentage of the individual base salaries of eligible Society-represented employees for that year.
5. Employees will be eligible to receive payments under the plan on the following basis:
 - 5.1 Subject to subsection 5.2, all employees appointed to or on temporary assignment (i.e. relief, rotation) in Society-represented positions for a minimum of three continuous months of a plan year are eligible to receive payments.
 - 5.2 Employees who voluntarily terminate employment with the IESO (except for those circumstances listed in Section 5.4), who are terminated for cause, temporary employees or students are ineligible for payments. Payments will be withheld for employees suspended or on critical review as of December 31st of the Plan year, pending the outcome of the applicable process.
 - 5.3 An eligible reduced-hours employee will have any incentive payment prorated to normal (scheduled reduced) hours.
 - 5.4 Where an eligible employee moves in or out of a Society-represented position during the plan year for any reason (e.g., rotations, appointment to a position in the IESO, leaves of absence longer than one month, sick leave longer than six

months, death, retirement, termination pursuant to Article 64, LTD) incentive payments will be prorated.¹

- 5.5 Where an eligible employee dies during a plan year, any incentive payment owing will be made to his/her beneficiary or estate on a prorated basis.
 - 5.6 Where an eligible employee is promoted to a higher position during a Plan year, and incentive payments are paid as a percentage of base salary, his/her incentive payment will be prorated to reflect the period in this position.
 - 5.7 Prorated payments will be rounded to the nearest month (e.g., if an employee left on September 15 or later, he/she will receive payment for nine months; if he/she left on September 14 or earlier, he/she will receive payment for eight months).
 - 5.8 Payment will not be made for any period for which the employee receives compensation under a parallel incentive scheme (e.g., management incentive plan).
6. The measures, targets and rating formula used to determine payout qualification under the Plan in 1999 shall be those set out in the "IESO Incentive Plan Corporate Performance Measures and Targets 1999".
 7. On the basis of performance results for 1999, the IESO shall put an amount equivalent to 4.0% of the base payroll for Society-represented employees in an incentive pot for distribution in accordance with paragraph 4. All the money in this incentive pot will be paid out to employees within thirty days of ratification of this Letter of Understanding.
 8. Paragraphs 8 to 11 apply to the operation of the Plan in the year 2000. During 2000, payout under this plan shall be based on the following:
 - Corporate Performance (50% weight, equivalent to a "target" of 2.5% of the individual employee's base salary).
 - Individual/Group Performance (50% weight, equivalent to a "target" of 2.5% of the individual employee's base salary).
 9. The measures, targets and rating formula used to determine payout qualification under the "corporate performance" component shall be those set out in the "IESO Incentive Plan Corporate Performance Measures and Targets 2000".
 10. A Joint Incentive Team ("Incentive Team"), consisting of equal numbers of Society and management representatives, with resource assistance as required, shall be formed to monitor and oversee the Plan, communicate Plan progress and results, make mid-course corrections to Plan elements as required, and attempt to resolve disputes that arise during the course of the year. The Incentive Team shall operate by consensus where possible.
 11. The "individual/group performance" component shall operate on the following basis:

¹ Payments will not be reduced (i.e., prorated) for employees on pregnancy/parental leaves who receive Employment Insurance or Supplementary Unemployment Benefits (SUB) pursuant to Article 47.

11.1 The rating formula used to determine payout qualification shall be that described in the IESO Incentive Plan Guidelines for Determining Factors for Individual Components for the year 2000.

11.2 Incentive plans shall be developed and operate on the basis of the following rules:

- The “performance unit” to which these plans shall apply may be individuals, teams (e.g., project teams) or other small groupings. The choice of appropriate performance unit shall be based on nature of the work. Employees shall be involved in the determination of what the appropriate performance unit should be in the particular work circumstances.
- To the extent reasonably possible, there shall be up-front, joint agreement between employees in the performance unit and their supervisor(s)/manager(s) on measures and targets used to determine payout qualification (“performance agreement”). To help provide effective “line of sight”, the measures and targets will be aligned to ensure the business success of the IESO.
- Measures will be designed to minimize chances of disputes over whether targets are achieved.
- Targets will be realistic and reasonably achievable.
- To the extent reasonably possible, performance results will be capable of being influenced by the employees in the performance unit (e.g., through the application of their skill and effort).
- As part of the performance agreement, there will be clear description of the performance results that correlate with the different assigned ratings (e.g., “meets challenges means X”).
- Regular feedback shall be provided to employees concerning their progress against targets during the Plan year, including mid-year meetings with their Supervisors to jointly develop remedial plans where it appears that targets will not be met (“no surprises”).

11.3 Where agreement cannot be reached between management and employees/Society concerning any one of the following items, the dispute resolution process described in Section 11.4 shall apply:

- Incentive plan measures and/or targets
- The appropriate performance unit (e.g., individual or team)
- Assessment of performance results

11.4 For disputes listed in Section 11.3, the following resolution process shall apply:

- Every reasonable effort will be made to resolve the dispute locally.
- Where local resolution cannot be reached, the matter may be referred to the Incentive Team.
- Where the Incentive Team is unable to reach consensus, the matter may be referred to The Society Unit Director for the IESO (or his/her designate) and a designated direct report of the IESO CEO. They must reach agreement on an appropriate resolution.
- Joint decisions reached at any step of this process are neither grievable nor arbitrable.

12. Except as expressly modified in this Letter of Understanding, all provisions of the Collective Agreement shall continue to be applicable.
13. Either party may cancel the Plan on 90 days' written notice to the other party.
14. This Letter of Understanding is subject to ratification by The Society IESO Bargaining Unit Committee and the IESO Board of Directors.
15. This Letter of Understanding terminates on December 31, 2000.

(Original document signed by Norm Thomas, Stephen Cooper and L Karafilov , April 14, 2000)

**Re: Incentive Plan
(Formerly "Clarification Agreement")**

Without prejudice and without creating a precedent regarding any other matter, the undersigned parties agree to amend Letter of Understanding #20 to read as follows:

1. Subject to paragraph 2, employees who voluntarily quit employment with the IESO in 1999 and became an employee of another Ontario Hydro successor company shall be eligible to receive prorated incentive payments under the 1999 plan. For the sake of clarity, it is not intended that this provision apply to the plan in 2000 or thereafter.
2. No incentive payment shall be made to an employee for months for which the employee received payment from another Ontario Hydro successor company under a parallel incentive scheme.
3. The parties acknowledge that the reference to "Article 65" in Section 5.4 is a typographical error that should read "Article 64".

(Original document signed by Norm Thomas and Stephen Cooper, June 13, 2000)

ADDENDUM 13
JOINT SELECTION REVIEW COMMITTEE

The Joint Selection Review Committee (JSRC) shall serve as the final body of appeal for all complaints arising from the selection to a vacancy on a best qualified basis, pursuant to Article 65.6.4 from Society-represented staff.

Complaints shall be filed by The Society and must be received within 20 working days of the date of the selection decision. Such complaint will be heard as per the Complaint & Grievance/Arbitration Procedure (Article 15) up to and including Step 2.

Failing resolution, The Society may refer the issue to the JSRC within ten working days. The JSRC will meet to hear the appeal as expeditiously as possible. The Committee shall consist of three members, one appointed by the IESO, one appointed by The Society and a third person jointly-appointed from a mutually-agreed-to list of current or former company employees. Costs shall be equally shared between the IESO and The Society.

The JSRC shall hear and accept written representations from the complainant and Line Management responsible for the selection decision. If in the majority opinion of the JSRC the selection was fair, the selection decision will be upheld. If in the majority opinion of the JSRC the selection was unfair, the JSRC may order a new selection process based on any recommendations the JSRC may make.

The decision of the JSRC shall be final and binding. Decisions of the JSRC shall not be precedent-setting.

This Addendum shall expire on December 31, 2009.

Original signed by S. Strome and J. Wilson

ADDENDUM 14
SIDE LETTERS 1999-2000 NEGOTIATIONS – RELEASE OF SOCIETY REPRESENTATIVES

December 3, 1998

Mr. John Wilson, President
 The Society of Ontario Hydro Professional and Administrative Employees
 525 University Avenue, Suite 630,
 Toronto, Ontario M5G 2L3

Dear John:

Side Letter Re Package Agreement on Grouping 5

This is to clarify the treatment under Article 46 of The Society Collective Agreement (Release of Society Representatives) when employees are released from their regular positions. These employees will retain the position they had subject to applicable provisions of the Collective Agreement. In addition, such employees are entitled to such reasonable training or reskilling to return to normal duties as is feasible.

In the event a Society representative is declared surplus, Society responsibilities will be factored in for the purposes of clause 64.7.1.2 (Interruption of Search/Notice Period). Footnote: as of 2000 negotiations Article 64.7.1.2 has been deleted.

Yours truly,
 Steve Strome
 Vice President, Labour Relations
 Corporate Human Resources

December 4, 1998

Mr. John Wilson, President
 The Society of Ontario Hydro Professional and Administrative Employees
 525 University Avenue, Suite 630
 Toronto, Ontario M5G 2L3

Dear Mr. Wilson:

This will confirm certain understandings reached during collective bargaining, concerning the Pension Plan:

- a) The employees represented by The Society constitute a separate class within the Ontario Hydro Pension Plan;
- b) The committee established as a result of the Memorandum of Settlement for the 1997-1998 Collective Agreement shall continue to have access to reasonable pension plan and pension fund information, which shall include reasonable information related to the allocation and transfer of pension funds from the Ontario Hydro Financial Corporation Pension Plan to a successor pension plan as contemplated by S. 100 of the Energy Competition Act. Prior to its publication, the committee will review any brochure, which provides a summary of the pension plan and any specific provisions and entitlements of The Society pension class;
- c) In the event of a division of the Ontario Hydro Pension Plan into two or more successor pension plans, the provisions of this letter are applicable in respect of each successor pension plan.
- d) The employer confirms it remains responsible in respect of all rights and benefits under Article 60 of the Collective Agreement.

Yours truly,
 Steve Strome
 Vice President, Labour Relations
 Corporate Human Resources

ADDENDUM 15
SURPLUS STAFF ON ROTATIONS

Intent:

To allow surplus employees who are on rotation to extend their employment beyond the expiration of their search/notice period.

- 1.0 It is possible for employees who are on rotation to continue employment with the IESO beyond the expiration of their search/notice period when the expected duration of their rotational assignment goes beyond the expiry date of their search/notice period.
- 2.0 The decision to extend employment beyond the expiry of the search/notice period and the responsibility for the employee will be assumed by the receiving unit (i.e., the unit with the rotational assignment).
- 3.0 Normally, the extension will be for the expected duration of the rotational assignment. Where the line management of the receiving unit deems it necessary, a cancellation provision (minimum of 30 calendar days) can be included as one of the terms of the rotational assignment. This cancellation provision would be identified prior to the commencement of that portion of the rotation beyond the expiry of the employee's search/notice period.
- 4.0 For the period of employment, following the expiration of the search/notice period, employees will be considered per Clause 62.6.3(e) of the Collective Agreement and will not have priority consideration for corporate vacancies.
- 5.0 The extension of employment beyond the expiration of the search/notice period shall not be used for the calculation of any other entitlement (i.e., severance, notice of termination, lump sum payments and voluntary resignation) under Article 64 of the Collective Agreement.
- 6.0 With the exception of the limitations stated in sections 4.0 and 5.0 of this Addendum, employees whose employment has been extended beyond the expiration of their search/notice period will be treated as regular employees and will be covered by all of the other provisions of the Collective Agreement.

This Addendum terminates on December 31, 2009.

Original signed by S. Strome and J. Wilson

ADDENDUM 16
EXTENDED HEALTH BENEFITS

The undersigned parties recognize and accept the fact that the IESO's Extended Health Benefits (EHB) plan is a negotiated plan which can only be revised through negotiations. In an attempt, however, to overcome the inflexibility of this plan on a case by case basis, and on a "without prejudice" basis, the parties also recognize that there may be some situations where a business case can be made that an alternative/different treatment to that allowed by the strict wording of the plan may be mutually beneficial.

As such, the parties agree that where a business case supports such action, and where it is mutually agreeable between the IESO and The Society, the IESO and individual employees may enter into agreements signed by the employee and a Society Principal Officer or Society Staff Officer on a "without prejudice" basis, whereby, for a limited period of time, employees may waive their rights under the EHB Plan and opt for a different or alternative treatment as agreed to by the parties. It is the intention of both parties that this would be done infrequently and only in cases where special requests have been made by individual employees for a different type of coverage. It is further agreed that while employees have no negotiated right to such treatment, the Tripartite Health and Benefits Committee Terms of Reference [i.e. (c)] would allow it to review the experience under this Addendum when considering adding or subtracting specific entitlements under the EHB Plan in keeping with the progress of medical science. It is further agreed that this Addendum would not restrict the IESO from considering special treatment on an individual basis in the case of serious hardship.

The individual agreements should contain the following information:

1. the duration of the arrangement;
2. current coverage under the EHB plan;
3. the option chosen;
4. where appropriate, a clear statement to the effect that the employee is aware that they are opting out of specific items of coverage under the EHB Plan in lieu of alternative or different treatment;
5. that the arrangement is being entered into on a "without prejudice" basis.

As stated earlier, this Addendum does not bestow on employees any right under the Collective Agreement to special arrangements, but merely serves to allow, on a case by case basis, where there is mutual agreement, for special requests to be accommodated without increasing the cost of, or entitlements under, the EHB Plan. As such, neither the provisions within the individual agreements or a decision by any party not to enter into such an arrangement are grievable.

This Addendum terminates on December 31, 2012.

ORIGINAL SIGNED BY S. STROME AND J. WILSON

ADDENDUM 17
Code of Conduct

During negotiations the parties reviewed the Code of Conduct (dated September 3, 1999). The parties agree to recommend that employees sign off that they have received and reviewed the IMO Code of Conduct.

ADDENDUM 18**RE: POLICY #04-03-04 – “REHABILITATION AND RE-EMPLOYMENT”**

1. Employees in receipt of LTD benefits, who are determined to be medically able to return to work, shall be provided with appropriate rehabilitation services. Such services shall be set out in a rehabilitation plan developed in accordance with the LTD and Rehabilitation and Re-employment policy. It is understood that a six-month period of rehabilitation employment may be insufficient for an LTD benefit recipient returning to work and that, therefore, the rehabilitation plan may provide for a period of rehabilitation employment that is reasonable in the circumstances. The ultimate goal of the rehabilitation plan is continuing employment in a full-time position. However, it is recognized that some employees have medical disabilities that may not be supportive of working full-time.
2. Where the rehabilitation process identified reduced hours (minimum of 14 hours, maximum of 28 hours) as a permanent medical restriction (as supported by medical evidence), the employee will be re-employed, and accommodated, in an available and suitable on-going position while retaining his/her LTD status. This re-employment will be in accordance with the terms set out in article 52 of the Collective Agreement.
3. Employees under this arrangement (as set out above) shall:
 - a) In accordance with their LTD status, continue to receive full (ie: full-time) service credit during this period and have full coverage (ie: in accordance with the Pension Plan; with no pro-rating) maintained in, but will not be required to contribute to, the IESO Pension Plan and the IESO Group Life Insurance Plan;
 - b) Receive the greater of; the appropriate salary level for hours worked; or LTD benefit entitlement; and,
 - c) Be eligible for performance pay increases and the performance appraisal process, where medical restrictions do not precluded it's application, shall take into account medical restrictions with respect to establishing goals and measuring achievements.
4. For clarity, article 52.4.1 of the collective agreement continues to apply to employees covered by this consent award.
5. The Letter of Understanding satisfies the commitment of the parties as set out in the “Joint Society-Hydro Report to Mediator-Arbitrator Justice Adams on Consensed Items reached to date during 1997 Collective Agreement Renewal Negotiations,” dated April 14, 1997.

Original signed by Norm Thomas (IESO) and Peter Klahsen (Society) on December 2, 2002

ADDENDUM 19

SOD PROMOTION-IN-PLACE CRITERIA (PIP)
--

OCTOBER 31, 2001

The SOD PIP program is applicable to Assistant Exchange Coordinators moving to the Senior Assistant Exchange Coordinator level position. Movement through the PIP is accomplished through demonstrated performance including achievements in both on-the-job and formal training. The PIP criteria is based on the proficiency, independence, complexity of task and experience during this time.

In assessing the individual candidates as to whether the criteria has been met, please consider whether they have been effective, proactive, accurate, consistent, reliable and proficient with the associated tools. The candidate must have each item of each group signed off by the responsible Shift Superintendent with whom the candidate is working at the time that he has been assessed as having achieved that competency. Expectations are that employees will normally migrate through the PIP in about four years from the time they enter the shift complement. We expect to review this document ~ five years after it becomes effective.

Key Criteria for PIP Assessment:

1. Demonstrated capability to apply independent actions to address/resolve issues:
 - (a) Monitor and control voltage by use of effective reactive dispatch.
 - (b) Prepare and execute both planned and contingent switching procedures, confidently giving direction as required.
 - (c) Recognize and implement appropriate control actions to mitigate unacceptable connectivity.
 - (d) Monitor and observe OSLs, proactively avoiding OSL violations and implementing appropriate control actions to mitigate those violations that do occur.
 - (e) Communicate and log effectively, both internally and externally during normal day to day operation, as well as write short reports on market events.
 - (f) Dispatch real power resources to control ace consistently within prescribed standards.
 - (g) Administer the AGC program to achieve required performance.
 - (h) Review validity of transaction tags to facilitate implementation of transaction schedules.
 - (i) Prepare and implement effective contingency plans for generation losses within Ontario and as an assisting area for SAR.
 - (j) Participate in industry based procedures and processes such as TLR, E tag, IDC, SCIS etc.
 - (k) Implement time and control error corrections consistent with interconnection requirements.
 - (l) Implement load management procedures to meet both global and local area requirements.

2. Demonstrated knowledge:
 - (a) Working knowledge of both IMO and industry based relevant operating instructions.
 - (b) Must know location of injection points of generation in relation to identified interfaces to accurately assess changes in generation patterns, bids and offers.

3. Demonstrated effective communication skills:
 - (a) Communicate proposed/upcoming generation pattern changes and changes to sales/purchases, within the room, to initiate security assessment.
 - (b) Involve Shift Superintendent as required in decision making involving application of policy, cancelled/deferred outages, on shift determination of OSLs, load management, procurement of additional reserve (purchases), and soliciting or providing emergency assistance etc.
 - (c) Prepare detailed reports for distribution throughout the organization, including senior management.

- (d) Communicate and coordinate activities within the IMO-administered markets with adjacent markets, Security Coordinators, Control Area Operators, etc, as required.



CIS SYSTEM CAPABILITY AND MARKET LIMITS PROMOTION-IN-PLACE PROGRAM (PIP) CRITERIA
--

JSMC Approval date: 25 May, 2004

From:

Position: Assistant Engineer/Technical Officer, System Capability, and Market Limits Sections
 Job Code: 672107
 Level: MP2

To

Position: Engineer/Technical Officer, System Capability and Market Limits Sections
 Job Code: 672009
 Level: MP4

The positions listed above in the System Capability and Market Limits sections of the Consistent Information Set Department (CIS) are included in the CIS "promotion-in-place plan" (PIP). The CIS PIP is a developmental plan involving a hierarchy of related jobs, in which employees who meet defined criteria will be promoted without advertising, and where it is the normal expectation that employees will reach the end position. The program is intended to support the CIS requirement to have sufficient staff at the higher level position for unit viability. This criteria will be reviewed initially in one year and at least every three years afterward, or sooner if business process changes warrant. PIP progression (# of staff in the MP2 position, # of staff in the MP4 position, # of staff promoted to the MP4 position, duration in the MP2 position) will be reviewed at least every year.

An employee in the MP2 position will be promoted to the MP4 position when his job performance satisfies the criteria described below. An employee hired at 80% MP2 is normally expected to take a minimum of three years to acquire the knowledge and experience to earn a promotion from MP2 to MP4. Graduates hired into the 04 schedule will follow the normal progression to 80% MP2. This promotion also takes place without job advertising. As a courtesy, the Society will be notified when the promotion to MP4 is made effective.

To be promoted, the candidate will have been assessed by his supervisor as having demonstrated all of the items listed under key competencies and key performance:

Key competencies - applying independent actions to address/resolve issues:

1. Have a proven record of cooperative working relationships within CIS and IMO such as demonstrated via successful team assignments.
2. Have demonstrated individual commitment to continuous improvement principles, such as demonstrated via changes in methods or procedures.
3. Have a strong appreciation of, and a strong individual commitment to, customer needs and IMO corporate objectives, such as demonstrated via ensuring positive outcomes and avoiding breakdowns with market participants.

Key competencies - effective communication skills:

4. Have demonstrated the ability to present complex analytical results in a precise and clear fashion.
5. Have demonstrated the ability to perform cooperatively and professionally on working groups involving stakeholders external to IMO.
6. Have demonstrated the capability to understand and respond independently to the needs and requests of CIS primary customers.

Key performance - filling the role and functions required:

7. Have demonstrated the skills and knowledge necessary by successfully completing a major project, such as a new limit study or a new connection assessment, on time with minimal supervision. This will include the competence to:
 - 7.1. define the scope of the study to be performed,
 - 7.2. define the major assumptions that affect the limits,

- 7.3. identify the results that are critical to understanding the performance of the grid, and to make the limit recommendation,
 - 7.4. formulate a recommendation that is practical to understand and to implement in the IMO-administered market,
 - 7.5. clearly document the study procedure, observations, conclusions and recommendations, and
 - 7.6. implement the SCADA monitoring, MIS constraint equations and deliver clear and thorough instructions for market operations staff.
8. Have demonstrated the skills and knowledge necessary by successfully, and with minimal supervision, developing Operating Security Limits and instructions for planned, multiple-outage conditions or for unplanned system conditions in response to a short-notice request from MO&F staff. This will include the competency to:
 - 8.1. independently assess the urgency and risk of the specific situations,
 - 8.2. quickly and clearly understand the needs of the primary customer, including the scope and the timing of the response required,
 - 8.3. decide on a course of action that correctly balances the extent and thoroughness of assessment needed with the time available, and
 - 8.4. deliver the appropriate recommendation.
 9. To be promoted the candidate will have been assessed by his supervisor to have developed a satisfactory working level of technical knowledge, via on-the-job and formal training, in each of the areas described below:
 - 9.1. Have a good understanding of industry trends and IMO's role in Ontario's electricity market.
 - 9.2. Have a good understanding of the IMO Market Rules and IMO-Controlled Grid operation.
 - 9.3. Have a good appreciation of the adequacy and security objects of interconnected system operation.
 - 9.4. Have a good understanding of NERC and NPCC reliability criteria.
 - 9.5. Have a good understanding of CIS's role in satisfying the IMO's accountabilities.
 - 9.6. Have an understanding of the security monitoring and security constrained dispatching tools used in IMO operations.
 - 9.7. Be familiar with work processes within CIS.
 10. To be promoted the successful candidate will have been assessed by his supervisor to have developed a satisfactory working knowledge, via on-the-job and formal training, in at least four of the first-level items described below:

Powerflow modeling and analysis experience:

- 10.1. Have demonstrated the capability to build BES powerflow models for steady state and contingency analysis. This includes:
 - 10.1.1. building generator, load, circuit, and transformer models for new facilities,
 - 10.1.2. calculating and understanding transformer per unit off-nominal ratios
 - 10.1.3. understanding and making use of voltage control devices including generators, transformers and voltage regulators, switched shunt reactors and capacitors,
 - 10.1.4. understanding and making use of phase shifters to control desired flows,
 - 10.1.5. controlling area interchange and using transaction data,
 - 10.1.6. developing equivalent networks,
- 10.2. Have demonstrated the capability to use BES powerflow models for contingency analysis. This includes:
 - 10.2.1. performing linear analysis to determine contingency ranking, and contingency screening,
 - 10.2.2. estimating thermal and interface limited first-contingency transfer capability
 - 10.2.3. producing outage and transfer distribution factors, and combining these for multiple events,
 - 10.2.4. performing post-contingency voltage decline, including pre and post-ultc analysis,
 - 10.2.5. performing P-V and V-Q analysis to determine voltage stability limits,
- 10.3. Have demonstrated the capability to perform short-circuit calculations. This includes:

- 10.3.1. developing and reviewing zero sequence network data and models,
- 10.3.2. performing short circuit and breaker duty analysis, including three-phase, and phase-to-ground, symmetrical and asymmetrical short-circuit levels,

Dynamics modeling and analysis experience:

- 10.4. Have demonstrated the capability to build BES models for dynamic performance analysis. This includes:
 - 10.4.1. building or reviewing generator models, including excitation system, stabilizer, and governor models,
 - 10.4.2. building or reviewing relay tripping models and performing relay margin analysis,
 - 10.4.3. building dynamics executable models that can initialize without errors and exhibit constant angles and voltages for no-fault simulations,
 - 10.4.4. building or reviewing small signal models for performing eigenvalue analysis and assessing damping performance and damping ratio,

Experience with security analysis tools, market monitoring and security constrained dispatch:

- 10.5. Have demonstrated the specific knowledge of and capability to enter and update the data and information provided by CIS staff in support of the applications providing security monitoring and security constrained dispatches. This includes:
 - 10.5.1. formulating operating limits in the form of linear equations and entering them into the OSL database,
 - 10.5.2. reviewing outage plans and outage limits and activating OSL limit sets corresponding to the expected outage timing and combinations,
 - 10.5.3. verifying thermal limits using TLM,
 - 10.5.4. verifying, revising and building contingencies and monitored equipment in the SCADA contingency and violation checklist,
- 10.6. Have demonstrated the capability to maintain and support power system analytical tools and/or perform quality assurance tests on operating aids.

To achieve the level of competence required for the promotion, Assistant Engineers will be provided with professional development opportunities and work programs where they can adequately develop and demonstrate their competence.

Reference: [System Capability and Market Limits MP4 vacancy advertisement.doc](#)

MACD Promotion-In-Place Criteria (PIP)

JSMC Approval date: December 9, 2011

From:

Position: Assistant Analyst - Compliance and Dispute Resolution
 Job Code: 728201
 Level: MP2

To

Position: Analyst – Market Assessment and Compliance
 Job Code: 731003
 Level: MP4

The positions listed above are included in the Market Assessment and Compliance Division's (MACD) promotion-in-place (PIP) program, which is a career development program that allows MP2 employees who meet the criteria listed in this document to be promoted to the MP4 level without having to post the MP4 position and go through an open selection process. The program is intended to support MACD's strategic goal to maintain the business unit's viability by retaining talented and experienced staff.

Supervisors, Managers and the Director of MACD will review the MACD PIP criteria every three years or as warranted by business process changes. PIP progression (# of staff in the MP2 position, # of staff in the MP4 position, # of staff promoted to the MP4 position, duration in the MP2 position) will be reviewed at least every year. As a courtesy, the Society will be notified when the promotion to MP4 is made effective.

To be promoted, MP2 candidates must demonstrate to the satisfaction of their supervisor that they normally meet the following criteria. Each candidate's progress toward meeting the criteria, including areas in need of improvement and a plan for working toward fulfillment of all criteria, will be reviewed with the candidate on an annual basis as part of the candidate's regular performance assessment. It is expected that it will take candidates a minimum of 3 years to migrate through this PIP from an MP2 to an MP4 position.

1. Demonstrated capability to apply independent actions to address and resolve issues.

- (a) Manages own time, schedules own work and carries out own tasks to meet agreed objectives
- (b) Prioritises work in alignment with business goals, establishes or ensures the implementation of routines and activities in accordance with MACD and IESO strategies and objectives
- (c) Identifies problems or situations that need to be resolved, takes immediate action to deal with pressing issues
- (d) Monitors progress and takes corrective action to ensure priorities are met
- (e) Carries out tasks at an advanced skill level, checks that work is right and achieves the appropriate level of quality
- (f) Applies knowledge and expertise to improve working practices, solve problems and help others

- (g) Considers information objectively to establish logical options and generate several alternative solutions anticipating consequences and objectively weighing the pros and cons, and inherent risks of each
- (h) Gathers information from several available sources, prioritises and makes connections about information from diverse sources
- (i) Goes beyond information presented and probes to get to the root of the problem, analysing cause and effect
- (j) Notices trends, patterns, inconsistencies or missing pieces of a problem or situation

2. Demonstrated knowledge: To be promoted the candidate will have been assessed by his/her supervisor to have developed a satisfactory work level of technical knowledge, via on-the-job and formal training, in the areas described below:

- (a) Have a good understanding of the operation of the IESO administered market with a focus on assessment and compliance activities relating to market rules, market participant activities and IESO policies & procedures
- (b) Demonstrated the skills and knowledge necessary to successfully undertake investigations and analysis to assess and report on the performance of the IESO administered market and the conduct of participants within the market, with minimal supervision
- (c) Understands how own work and MACD's work fit into the broader organization's role and uses that knowledge to work with others
- (d) Have a good understanding of business processes, systems/tools and procedures to carry out effective market monitoring in order to identify market participant actions or market outcomes that fall outside of predicted patterns or norms
- (e) Understands or uses the appropriate systems and processes to get things done

3. Demonstrated effective communication skills:

- (a) Demonstrated the capability to communicate effectively with market participants and other internal groups to promote an understanding of and compliance with market rules, including the appropriate use and interpretation of information relating to market assessment or investigation processes
- (b) Explains complex situations and resolutions to others
- (c) Initiates clear communication with customers regarding mutual expectations. Asks questions, clarifies, confirms understanding, paraphrases to ensure understanding
- (d) Demonstrates respect for and understands another person's point of view
- (e) Maintains a professional image of MACD and IESO in dealing with customers