

**COLLECTIVE AGREEMENT**  
**BETWEEN**  
**INDEPENDENT ELECTRICITY SYSTEM OPERATOR (THE IESO)**  
**AND**  
**POWER WORKERS' UNION (PWU)**  
**CANADIAN UNION OF PUBLIC EMPLOYEES (CLC)**  
**LOCAL 1000**  
**APRIL 1, 2009 - MARCH 31, 2012**

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### NOTE

In order to readily identify collective bargaining changes in this Agreement from the previous one, new changes are printed bold and in italics. Note that certain foreign words used within the text are, by convention, also printed in italics, however these words are easily identifiable and should not cause confusion.

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**COLLECTIVE AGREEMENT  
BETWEEN**

**INDEPENDENT ELECTRICITY SYSTEM OPERATOR (The IESO)**

**and**

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

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

**NOW THIS AGREEMENT WITNESSETH** that there shall be three parts, namely, Part 'A' - General Items, Part 'B' - Maintenance Trades, and Part 'D' - Clerical/Technical. It is also witnessed that the IESO and the Union agree each with the other as follows:

**Foundation Agreement**

The Independent Electricity System Operator and the Power Workers' Union are committed to making the IESO a successful corporation and recognize that business success ultimately depends on the ability to create and operate a marketplace for electricity that continuously satisfies market participants and stakeholders. There is an understanding that a focus on meeting customer needs and ensuring the IESO's reputation for independence, integrity, and business conduct will not only ensure the success and viability of the enterprise, but will also create meaningful work, employee satisfaction and security.

**Principles:**

The IESO and PWU will work together towards business success in a safe and healthy work environment where employees are encouraged to participate in the operation of the business according to the following principles:

Communications will be open, honest, timely and expressed in a professional business like manner.

Management decisions will consider the needs of the customer, the business, employees and the community.

Management will consult with employees and employee representatives and share information through open, honest communications.

Process:

The IESO and PWU will be proactive in resolving issues using a problem solving approach. This will be implemented through a Steering Committee of senior representatives of management and PWU whose role is to manage and lead by:

Establishing sub-committees and selecting resources for these; the parties will select their respective members in consultation with each other.

Setting specific performance expectations and overseeing the results.

Projects:

*The parties agree to jointly review and recommend updating the salary schedules to delete reference to positions not used at the IESO. This project will be completed within 18 months of ratification.*

*The parties agree to jointly review and recommend updated language for Article 3 of the Collective Agreement to reflect appropriate arbitration practices for the parties including consideration of pre-scheduling of arbitration dates and arbitrator selection. This project will be completed within 18 months of ratification.*

*The parties agree to jointly review and recommend 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.*

*Amend the Collective Agreement to reflect the pre-negotiation changes as discussed and agreed by the Parties in January 2009 and reflected in the attached tracked change version of the Collective Agreement.*

#### **1. Pay Equity Plan**

*The parties agree to jointly develop a Pay Equity Plan that reflects the needs of the IESO within the current business environment and recognizes the speed with which jobs evolve. Once this phase is completed the parties will, at the FASC Committee, jointly review the Pay Equity tools (evaluation plan, banding structures, etc.), for potential use for the ongoing PWU Job Evaluation system. The FASC Committee will jointly determine if these tools are applicable and the steps to be taken if implementation is jointly decided.*

2. The FASC will meet to review and discuss the status of the following on an as required basis:

## The IESO Pension Plan

- (a) Monitor the IESO's administration of the Pension Plan as established under the Electricity Act, 1998 and other applicable legislation.
- (b) Make recommendations respecting the administration of the Pension Plan.
- (c) Promote awareness and understanding of the Pension Plan on the part of Plan members.
- (d) Review the IESO's approved annual financial statements and investment performance.
- (e) Review the IESO's approved Actuarial Valuations of the Pension Plan and discuss the need for assumption changes.

## General Issues

Discuss and/or resolve issues associated with the following processes:

- (A) Long Term Disability
- (B) WSIB
- (C) Sick Leave
- (D) EHB issues e.g., alternative treatments, existing drug formulary etc.
- (E) Career opportunities including an assessment of the potential for higher rated jobs and new classifications within the PWU. The IESO will assess the training and re-skilling of regular employees in view of the IESO's evolving business direction and technological change. This will be discussed at FASC no later than October 1, 2006. On an annual basis, the IESO will discuss a developmental plan with each employee. This plan will consider the requirements of the IESO and the skill/competency developmental needs of the individual employee.

### ARTICLE 1 RECOGNITION COLLECTIVE BARGAINING UNIT

- 1.1 The IESO recognizes the Union as the sole bargaining agent for all regular, part-time and temporary employees<sup>1</sup> and security employees but excluding:
- (a) Employees now represented by other bargaining agents.
  - (b) Persons above the rank of working supervisor.
  - (c) Persons who exercise managerial functions in accordance with the Ontario Labour Relations Act.
  - (d) Persons employed in a confidential capacity in matters relating to labour relations in accordance with the Ontario Labour Relations Act.
- 1.2 When an employee is removed from normal duties to act in a vacated position or relieve for an incumbent or perform a temporary assignment, the following shall apply:
- (a) When the length of time involved is known to be three months or less, the employee will retain his/her present jurisdictional status.

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

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

## **ARTICLE 2 GRIEVANCE PROCEDURE**

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

**2.2** This procedure shall also apply to Union concerns regarding the adequacy of job documents and/or the rating, for jobs covered by the Clerical-Technical Job Evaluation Plan disputes arising from Article 8, and OGL disputes.

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

### **2.4 Grievances**

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

Steps in grievance process: Non-disciplinary matters:

- Step 1 Within seven (7) days of reply or time limited for reply, a meeting with contact supervisor.
- Step 2 If Step 1 meeting not held or if grievance not resolved at Step 1, grievances go to next scheduled meeting of Grievance Review Board.

## **2.5 Grievance Review Board**

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

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

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

## **2.6 Disciplinary Matters**

- 2.6.1** Prior to the imposition of any disciplinary penalty, the IESO shall hold a Disciplinary Interview, which shall replace Step 1 of the grievance process.
- 2.6.2** The IESO shall provide the Union and any employees who may be disciplined three (3) days' notice of the Interview.
- 2.6.3** The Interview shall take place between the IESO, the Union and the accused individual.
- 2.6.4** The IESO shall set out its allegations and except where the allegations could constitute a criminal offence, the Union or the individual(s) shall set out their version of the events. Minutes, but not a transcript, of the Interview setting out the substance of the discussion shall be taken.
- 2.6.5** The minutes of the meeting shall be provided to the Union and the accused individual(s) within seven (7) days of the Interview.
- 2.6.6** The Union and the accused individual(s) shall forward a written reply to the minutes, if any, within seven (7) days of receipt of the minutes.
- 2.6.7** Should the IESO choose to impose discipline, the Union has ten (10) days to file a grievance commencing at Step 2.

**2.6.8** Nothing in the disciplinary interview process is intended to interfere with the IESO's right to investigate matters.

**2.7 Facilities and Costs**

**2.7.1** The IESO shall provide the necessary facilities for all meetings in the grievance process.

**2.7.2** Maintenance of normal earnings and payment of expenses shall be provided by the IESO for all Union representatives on a grievance committee.

**2.7.3** The fees of all arbitrators and costs associated with arbitration hearings shall be shared equally by the parties, subject to current practices.

**ARTICLE 2A  
DISCIPLINE AND DISCHARGE**

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

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

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

**2A.4** Unless otherwise agreed to, after a letter(s) of reprimand has been on an employee's file for a maximum of two years, and there have been no further occurrences, then the letter(s) of reprimand will be removed from all files.

## **2A.5** Disciplinary Penalties

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

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

## **ARTICLE 3 ARBITRATION**

### **3.0 THE ARBITRATION PROCESS**

The arbitration process will continue on the basis of the practice currently adhered to by the parties, but any disputes relating to such practice or any requests for changes in the practice may be referred to the Chief Arbitrator, or Deputy Chief Arbitrator as referred to herein, for a ruling.

**3.1** This procedure shall not apply to Union allegations of unfair treatment.

**3.2** Where a difference arises between the parties relating to the interpretation, application, or administration of this Agreement, including any question as to whether a matter is arbitrable, or where an allegation is made that this Agreement has been violated, either of the parties may, after exhausting any grievance procedure established by this Agreement, notify the other party in writing of its desire to submit the difference or allegation to arbitration.

**3.3** Unless the parties agree to a Board of Arbitration, the Chief Arbitrator or the Deputy Chief Arbitrator so order, all grievances shall be submitted to Single Panel Arbitration.

### **3.4 Chief Arbitrator and Deputy Chief Arbitrator**

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

### **3.5 All Arbitrators**

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

### **3.6 Principles of Single Panel Arbitration**

- (a) Arbitrators shall decide up to fifteen (15) grievances each day. The cases shall be heard on an expedited basis after the parties have exchanged their written briefs. Oral evidence may be called only where the arbitrator deems necessary and only with leave of the arbitrator.
- (b) The decisions are precedent setting and shall be accompanied by reasons on any non-factual issues.
- (c) The parties may use the services of counsel.

### **3.7 Powers of the Chief Arbitrator in the Single Panel Process**

The Chief Arbitrator, in consultation with the parties, will have the power to:

1. appoint arbitrators;
2. assign grievances for resolution;
3. schedule hearing dates in consultation with the parties.

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

### **3.8 Board of Arbitration**

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

#### **3.8.1 Nominees**

Once either party notifies the other party that an unresolved grievance will be referred to arbitration, such notice shall contain the name of the first party's nominee to an arbitration board.

The recipient of the notice shall within 10 days, if he/she consents to the grievance being heard by a Board of Arbitration, advise the other party of the name of its appointee to the arbitration board.

### **3.8.2 Arbitrator**

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

### **3.8.3 Powers of the Chief Arbitrator in the Board of Arbitration Process:**

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

## **ARTICLE 4 WORKING CONDITIONS/MID-TERM AGREEMENTS**

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

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

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

- (a) Changes in working hours between the hours of 7:00 am to 6:00 pm for an individual, work group or crew.

- (b) The extension of acting positions beyond 90 days as outlined in Part 'B', Section 10.0; and Part 'D', Section 4.2.
- (c) Modifications to hours of work (specific) at all locations for banked time arrangements.
- (d) Local extensions to a maximum of three months beyond the normal 15 accumulated months (in which there have been no breaks in employment exceeding five months) on the use of temporary employees to meet short term staffing requirements without invoking regular-seasonal status.
- (e) Arrangements allowing flexibility for employees assigned to temporary work headquarters subject to PWU Sector Vice-President approval.

### 4.3 Mid-Term Agreements

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

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

(SAMPLE)  
**MID-TERM AGREEMENT**  
**TITLE**

Number

Date

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

THE IESO

UNION

**ARTICLE 5**  
**UNION SECURITY/UNION DUES**

- 5.1** All employees covered by this Agreement who are members of the Union on the date hereof shall, as a condition of employment, maintain such membership.
- 5.2** Employees who are not members on the date hereof but who become members of the Union subsequent to said date shall as a condition of employment, maintain their membership thereafter.
- 5.3** New employees shall, as a condition of employment, be or become members of the Union within 15 days of their engagement and shall, as a condition of employment, maintain their membership thereafter.
- 5.4** Membership as a condition of employment as specified in 5.1, 5.2 and 5.3 shall not apply while membership is withheld or suspended, or where a member is expelled by the Union.
- 5.5** In all cases for employees in the Collective Bargaining Unit as defined in Article 1, the IESO shall be responsible for the signing of dues authorizations and shall deduct from the weekly wages of each employee, an amount equal to the weekly union dues in effect at the time and shall transmit the monies so deducted to the Secretary-Treasurer of the Union at the times designated by the Union.
- 5.6** The Company will supply the local Chief Steward with an up to date listing of all PWU regular, temporary, and part-time employees monthly.
- 5.7** A Union representative will be given an opportunity to conduct an orientation session for new probationary/regular employee(s) or temporary employees with greater than 6 months' service within regular working hours at a time and of a duration that is mutually agreeable between the IESO and the Union. The purpose is to acquaint the new employee with the benefits and duties of union membership.
- 5.8** The IESO will not oppose any action by the Union to discipline its members as identified in its constitution.

**ARTICLE 5A  
SECURITY GUARDS - CONFLICT OF INTEREST  
AND WITHDRAWAL OF SERVICES**

**5A.1 Conflict of Interest**

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

These provisions are intended to permit security staff to perform their duties unfettered and to preserve the confidentiality of their work. Security staff are sometimes required to take action with respect to other employees. It is the intent of these provisions that security guards will fulfill their duties irrespective of whether the other employees involved are or are not represented by PWU CUPE Local 1000. The IESO agrees that all security staff represented by PWU CUPE Local 1000 will have normal access to Union representation.

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

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

The Executive Committee of the Union clearly recognizes the unique position of security staff regarding their relationship with other PWU CUPE Local 1000 represented employees and will strive to ensure that any conflict of interest which may arise is handled sensitively and expeditiously.

**5A.2 Withdrawal of Services**

Recognizing the need to protect the IESO assets, employees, the public and in order to meet regulatory requirements, the parties agree to the following:

- (a) The Union agrees to give the IESO twenty-one (21) calendar days' formal notice in writing prior to any legal withdrawal of services by security staff;

- (b) The Union agrees that the IESO may use replacement workers from any non-PWU source to perform security functions withdrawn as a result of a legal strike. Replacement workers will only perform security functions during the duration of the legal work stoppage;
- (c) PWU security staff will co-operate in the training of replacement workers and shall provide an orderly turnover to replacement workers before any withdrawal of services. Any training of replacement workers within twenty-one (21) calendar days prior to a legal work stoppage (i.e., during the notice period in (a) above) will not be subject to temporary instruction allowances provided for elsewhere in this agreement;
- (d) Upon request, the IESO will provide the Union with information on the number of replacement workers performing security functions;
- (e) This agreement exempts the parties from Subsections 73.2(4) to 73.2(11) of the Ontario Labour Relations Act R.S.O. 1990 and any amendments thereto of that statute.

**5A.3** The Union agrees to communicate and educate its stewards and membership on the intent of this Article.

## **ARTICLE 6 NO DISCRIMINATION**

**6.1** The IESO shall not discriminate against an employee because of membership or activity in the Union or the exercise of his/her lawful rights, and any employee covered by the Agreement who feels that he or she has suffered discrimination shall have the right to seek redress in accordance with Grievance and Arbitration Procedures.

**6.2** An employee who has a complaint with respect to discrimination in the employment relationship, as envisioned under the Human Rights Code, will have access to the internal Human Rights resolution process if he/she so desires. The employee, if he/she so desires, may have a Union representative present. The complaint, the Human Rights resolution process and the results of same shall not be subject to the grievance/arbitration process.

**ARTICLE 7  
MANAGERIAL RIGHTS OF THE IESO**

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

**ARTICLE 8  
JOB CLASSIFICATION AND WAGE RATES**

Job classification and wage rates shall be as they appear in wage schedules constituting part of this Agreement. The IESO shall discuss with the Union any changes to existing job classifications and wage rates, or the introduction of new job classifications and new wage rates. Where a difference arises between the parties, the IESO may introduce the new or amended job classification or wage rates; but either party may require that the difference between them be submitted directly to the grievance process as detailed in Article 2 and the decision shall be binding on both parties.

**ARTICLE 9  
SPECIFIC MATTERS OF AGREEMENT/NEW ENDEAVOURS**

**9.1** These matters are to be dealt with in accordance with Parts 'A', 'B', 'D', and The Union Clerical-Technical Job Evaluation Manual.

**New Endeavours**

**9.2** Where a new field of endeavour is undertaken by the IESO and the employees concerned fall within the jurisdiction of the Union by virtue of Article 1, the question of whether such employees will be covered by an existing part of the Collective Agreement, an existing part of the Collective Agreement with special provisions or modifications, or a new part of the Collective Agreement will be one for joint agreement.

## Article 10 - Selection to Vacancies

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**ARTICLE 10  
SELECTION TO VACANCIES**

**10.1 Vacancies**

- 10.1.1** No person shall be appointed to a vacancy in the PWU - CUPE Local 1000 jurisdiction until all qualified PWU - CUPE Local 1000 represented applicants have been selected. This restriction is limited to situations involving inter-union jurisdiction and does not apply to non-union personnel.
- 10.1.2** If an employee is appointed to a vacancy within the PWU - CUPE Local 1000 jurisdiction from a bargaining unit which restricts seniority in the IESO to its own membership, his/her seniority will be limited to service within the PWU - CUPE Local 1000 bargaining unit.
- 10.1.3** In filling vacancies within the PWU - CUPE Local 1000 bargaining unit, the IESO will take into consideration whether the vacant position is supervisory or non-supervisory. The following will apply:

**10.2 Supervisory Positions**

- 10.2.1** In considering applicants for supervisory positions, primary consideration should not be given to seniority but to personal qualities such as leadership, reliability, judgment, ability to organize and instruct and an understanding and a display of the practice of good human relations. For supervisory positions, an endeavour will be made to select the most promising candidate.
- 10.2.2** Only those individuals satisfactorily possessing the above characteristics, as assessed by the IESO, should be considered. Where practicable, applicants for supervisory positions should be interviewed by the supervisor responsible for the selection. Seniority will govern only in cases where there does not appear, in the IESO's opinion, to be much difference in qualifications.
- 10.2.3** For the purpose of this article, supervisory positions will include:
- (a) Union Trades Supervisor - Level 3 and higher positions in the trades
  - (b) Clerical-technical jobs which are credited with degree 3 or higher in the Responsibility for Supervision factor of the Clerical-Technical Job Evaluation Plan.
- 10.2.4** The provisions of Article 10.2.3 above will not affect the status of incumbents for Union representation or the future posting of vacancies as they may occur.

**10.2.5** Appointments to positions above the jurisdiction of the Union shall not be subject to the Grievance Procedure. However, the IESO will give due consideration to representations of the Union where there is evidence of obvious irregularities or discrepancies.

### **10.3 Non-Supervisory Positions**

The IESO will use all available information to determine those applicants who are qualified to fill the vacancy.

Non supervisory positions fall into two (2) categories: Senior Qualified and Best Qualified

#### **10.3.1 Senior Qualified Positions**

(a) In considering applicants for Senior Qualified positions, one of the requisites is the minimum years of experience as set out in the job specification. Before any consideration is given to seniority the supervisor responsible for making the selection must determine from the list of applicants, those employees who have the qualifications to do the job satisfactorily.

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

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

(c) Selection Priority

(i) For Senior Qualified selections to Non-Supervisory positions selections will be made in the following order:

- Senior Qualified.
- ***All other internal applicants given fair and objective consideration.***
- Temporary employees will be given fair and objective consideration.
- External applicants.

#### **10.3.2 Best Qualified Positions**

Note: The Application of the Best Qualified Provisions are subject to the Mid Term Agreement on Best Qualified. Please refer to this Mid Term prior to applying the Best Qualified provisions.

(a) In considering applicants for Best Qualified positions; primary consideration should not be given to seniority but to personal qualities such as:

- Customer service commitment.
- Communication skills.
- Attention to detail and a commitment to accuracy.
- Ability to work independently and in a timely manner.
- Advanced problem solving skills.

For Best Qualified selections, an endeavour will be made to select the most promising candidate using the jointly agreed to process as per the Mid-Term IESO-1-R2. Only those individuals satisfactorily possessing the relevant above-noted characteristics, as assessed by the IESO, should be considered. Seniority will govern only in cases where there does not appear, in the IESO's opinion, to be much difference in qualifications.

(b) For the purpose of this article. Best Qualified positions will include:

- Cash Management Clerk
- Market Relations Coordinator
- Wholesale Settlements Agent

Additional positions will be jointly determined as described in the Mid-Term IESO-1-R2.

## **10.4 General**

**10.4.1** The IESO may request a waiver of Posting and/or Selection from PWU - CUPE Local 1000 when there are medical reasons related to the employee or his/her immediate family, as verified by the IESO Health Service Provider, or for other appropriate reasons. If the waiver request is agreed to by the Union, the employee will be appointed to the position. Also see Part A, item 12.6, Waiver of Posting or Selection.

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

**10.4.3** If the candidate selected has already been appointed to another position, but has not yet reported to the new job, he/she shall be given the opportunity of choosing the one he/she prefers unless it is in the IESO's interest that he/she accept the first appointment.

**10.4.4** On request, the IESO will explain, in writing, to any unsuccessful applicant for an advertised vacancy, the reason why he/she was not selected for the position.

### **10.4.5 Posting of Vacancies and Transfer Upon Appointment**

All regular full-time and regular part-time positions within or one level above the Union's jurisdiction will be advertised when they become vacant. Selection to be made or the vacancy cancelled within four months after the posting date of the advertisement. Transfers of successful applicants to be made or rate for the new position paid in accordance with the Promotion Rule as identified in Part 'D', Section 6.0, 60 days from the date of selection for the position.

One copy of the compiled list of applicants for all advertised vacancies will be forwarded to the Union Office.

### **10.4.6 Posting: Weekly Salaried**

All vacancies as set out in Article 10.1 and as covered by this section of the agreement will be posted when they become vacant with the following exceptions:

1. A change to the job duties, rating and/or salary grade resulting from a Clerical-Technical Job Evaluation Plan challenge, or a Review of a Rating by the Job Classification Committee, or a change to a job title and/or occupation code only, shall not be considered to create a vacancy.
2. A change to the duties of an occupied job, wherein the salary grade remains unchanged, shall not be considered to create a vacancy.

3. A change to the duties of a job covered by the Clerical-Technical Job Evaluation Plan which results in an increase to the salary grade shall not be considered to create a vacancy if there is, in the IESO's opinion, an employee in the immediate work group who is the only one qualified to perform the resulting job. However, in such cases, if there is a more senior employee in the same job in the same work group who was not appointed to the resulting job, he/she shall have the right to seek redress under Article 2, Grievance Procedure.
4. Changes to jobs which result in a surplus in staff complement of the work group shall not be considered to create a vacancy in the resulting job(s).
5. The restructuring of a job in a manner which justifies application of the Downward Restructuring Rule (Part D, Item 5.9) to the incumbent, shall not be considered to create a vacancy.
6. Positions will be posted in advance for a minimum of 5 days before going external to hire a temporary employee for relief, acting or temporary positions with a duration greater than 2 months.

#### **10.4.6.1 Posting Procedures**

A notice of vacancy referring to jobs covered by the Clerical-Technical Job Evaluation Plan shall be based on the job description and job specification. Nothing contained in the notice of vacancy shall contravene the information contained in the job documents. No important information (subject to space limitations) shall be omitted. A notice of vacancy setting out a higher education or experience requirement than indicated in the job specification will require a corrected notice of vacancy and an extended date of closure.

#### **10.4.7 Notification to Applicants**

- (a) If the decision has been made within five weeks of the closing date of the advertisement, then at that time, the supervisor with the vacancy or his/her personnel manager will be responsible for:

Advising all applicants who have been interviewed of the decision in writing. Supplying Human Resources with the list of successful applicants for publication. The published list will be considered appropriate notification for those applicants who were not interviewed.

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

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

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

- (c) When a final decision has been made, the supervisor or his/her Human Resources Manager will ensure that:

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

The successful applicant and his/her supervisor are notified.

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

### **Similar Vacancies**

When a similar vacancy occurs beyond four months following the posting date of the advertisement, it must be reposted and considered separately.

#### **10.4.8 Late Applications**

A "list of applicants" containing the names of the employees who have applied for a vacancy prior to the closing date, is prepared by the Human Resources Office. One copy of this list is forwarded to the Union Chief Steward. The following procedure will apply in handling late applications.

- (1) All applications dated or submitted to Supervisors subsequent to the indicated closing date on the vacancy notice shall be considered late applications.
- (2) If the advertised position is still vacant, and if the IESO wish to consider the late applicant, the PWU Sector Vice President's approval will be sought.

#### **10.5 Definitions**

(a) Seniority except as provided in Section 10.1 of this article:

- 1. An employee's seniority, for purposes of selection to vacancies based on seniority, shall be the service credit as defined in Part 'A', Item 5.0.
- 2. Service with an acquired company will be added to the employee's seniority.

3. The total service credit with the IESO will be used for comparing seniority of applicants rather than service in a position, trade, or occupation.

**(b) Base Weekly Income**

1. The maximum base weekly rate for weekly-rated classifications.
2. The maximum base hourly rate multiplied by 40 hours for hourly-rated classifications.

**(c) Promotion Application**

1. Where the base weekly income (maximum rate) of the advertised position is higher than the base weekly income (maximum rate) of the applicant's present position.
2. Where an employee submits an application to a position of equal rating (same base weekly income) which requires fewer normal weekly hours of work.
3. Where an employee who presently occupies a position regularly requiring or subject to shift work, applies for a position of equal rating (same base weekly income) but not regularly requiring or subject to shift work.

**(d) Lateral Application**

Where the maximum rate (base weekly income) of the position applied for is equal to the maximum rate of the applicant's present position and the factors identified in 10.5.C and 10.5.e do not exist.

**(e) Demotion Application**

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

## **10.6 Moving Expenses**

Candidates selected to vacancies which represent a lateral or demotion in accordance with Article 10.1 and employed for a minimum of five years in their current work headquarters shall be entitled to moving expenses in accordance with the provisions of Part 'A', Item 24.0.

Employees appointed to positions which are filled due to an agreed to waiver of posting and/or selection, as provided in 10.4.1, will be entitled to moving expenses in accordance with the provisions of Part 'A', Item 24.0.

## **10.7 Transition Provisions**

The IESO has no obligation to consider applications of employees from another successor company or bargaining unit. If a PWU member from a successor company is hired into a PWU position in IESO, any service credit restoration, as per Part A, Item 5.0, shall be applicable only to regular employees of Ontario Hydro on March 31, 1999 and who are hired from an Ontario Hydro successor company which has a current reciprocal transition provision. Service credit restoration shall include service earned as an Ontario Hydro employee and service earned as an employee of any Ontario Hydro successor company.

**ARTICLE 11  
SURPLUS STAFF PROCEDURE**

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## 11.0 WORKSITE/LOCATION REDEPLOYMENT

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

1. Within a worksite<sup>2</sup> or between worksites in close proximity to each other, management may deploy employees within equal classifications.
2. (i) Within a Location<sup>3</sup> that has multiple worksites management may deploy employees within equal classifications<sup>4</sup> from an over-complement worksite to an under-complement worksite, on a senior choice/junior force basis until either the over-complement or under-complement ceases to exist, whichever occurs first.

Management has the right to determine the classification(s), number of over-complement positions, number of under-complement positions and the worksite(s) that will be dealt with under each operation of this provision.

- (ii) Where management has identified an over-complement in a classification within a Location(s)<sup>5</sup> and an under-complement within another Location(s) in an equal classification, management may deploy employees from an over-complement location(s) to an under-complement Location(s) on a senior choice/junior force basis until either the over-complement or under-complement ceases to exist, whichever occurs first.

Management has the right to determine the classification(s), number of over-complement positions, number of under-complement positions and the Location(s) that will be dealt with under each operation of this provision.

- (a) A junior employee who refuses to be transferred will be subject to discipline up to and including termination. All disputes regarding the discipline and termination of an employee who refuses a transfer will be referred to Martin Teplitsky for resolution on an expedited basis. An employee who is terminated for refusing a transfer under the terms of this agreement shall be eligible to receive reduced severance pay pursuant to Article 11.11.1(i) as well as Article 11.11.2 (Benefit Continuance/Tuition/Outplacement Services), if the proposed transfer is to a location that is not within a reasonable commuting distance from his/her residence.

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<sup>2</sup> As defined by Article 11

<sup>3</sup> As defined by Article 11

<sup>4</sup> As defined by Article 11

<sup>5</sup> As defined by Article 11

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

(b) Management will provide at least four (4) weeks of notice to employees in the over-complement classification and Location/worksites of the intended date of transfer by posting in the over-complement Location(s)/worksites a notice which sets out:

- the affected classifications;
- number of positions to be filled;
- under-complement Location(s)/worksites; and
- proposed transfer date.

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

(c) Employees transferring will be entitled to moving expenses and housing assistance as set out in Part A, Item 24 except where as a result of the transfer the employee has a different work headquarters that is within a reasonable commuting distance from his/her residence.

3. Under-complement positions that remain vacant after the operation of 1 and 2 will be posted in accordance with the Collective Agreement.

4. If the transfer results in a move to a lower-rated equal classification, wage maintenance as per 11.16 will apply.

5. There will be no permanent transfers under this Article into a worksite/centre which has been identified as a worksite/centre to be closed permanently during the 18 month period following intended transfer date.

### **11.1 Surplus Staff Procedure – Sequence of Events**

1. The IESO will give initial notice of termination/layoff in accordance with Article 11.5.

2. Employees will be required to complete and return the Option/Election Form and Location Preference Ranking Form within 2 weeks from the date of last posting of the initial notice of termination/layoff in accordance with article 11.4. The IESO will confirm to the Union the date of last posting.

### **NOTE**

The first time the IESO initiates a layoff of employees under this Article, the two week period referred to above will be extended to one month from the date of last posting of the initial notice of termination/layoff.

3. The IESO will confirm to employees the information received from employees on their Forms.
4. After all data is collected and the IESO is in a position to apply Article 11, there will be a "freeze" period during which vacancies will be held open. This period shall be for a minimum of one month before employee displacement rights are determined and announced by the IESO. These vacancies may be filled on a temporary basis during this freeze period pending the determination and announcement of the results of the application of Article 11.
5. Employee displacement rights will be determined and those employees who will be displaced, laid off and/or terminated shall be identified. All displacements and the names of employees to be laid off or terminated will be identified "on paper" at the outset prior to implementation of any changes resulting from the announced reduction of complement.
6. The names of the employees who will be displaced, laid off and terminated shall be announced.
7. After the IESO announces the results of the application of Article 11, employees displacing into another location will be identified and worksite/centre preference will be determined by seniority on a senior choice/junior force basis.
8. The "freeze" on filling vacancies ends at the time of the announcement. During the period after the announcement and prior to the date of termination set out in the initial notice of termination/layoff, the IESO, pursuant to Article 10, will post vacancies which remain unfilled after the displacement process and new vacancies as they arise. If vacancies remain unfilled after the Article 10 process, during the period prior to the layoff fair and objective consideration for such vacancies will be given to applications from employees to be laid off.
9. The implementation of displacements, layoffs and terminations pursuant to the Article 11 process will commence on the date of termination/layoff identified in the initial notices unless extended by the IESO in accordance with the Employment Standards Act and regulations and subject to any "reversals" which may have occurred as a result of employee terminations.

## **11.2 Application**

- (a) This procedure applies only to the bargaining unit in this collective agreement.

- (b) This procedure applies to regular full-time and regular part-time employees. The displacement and recall rights of probationary employees, security staff and regular-seasonal employees are limited to those contained in 11.9.
- (c) The IESO will supply the PWU with an accurate computerized seniority list (see note below) separated by Occupational Group Listings (OGL's) and sorted by province and locations on February 1st and August 1st and at the time the IESO gives initial notice of termination/layoff under this Article.

The IESO will also post a seniority list on the Intranet and to the PWU office on February 1 and August 1 and at the time that the IESO gives initial notice of termination/layoff. The seniority list will be a single list of employees which will include the following information (subject to revision after consultation with the IESO and the PWU):

- Name/employee number
- ECD
- Base OGL
- Level
- OCC code
- Title
- Building code
- Geographic location
- Status
- Business

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

#### **NOTE**

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

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

- (d) Medically Restricted at Work (MRAW) employees who have had a special position created for them cannot be displaced. In the event that there is a closure of a worksite or the special position is redundant, the MRAW

employee will displace in accordance with this Article and where necessary be accommodated in accordance with applicable legislation. For purposes of Article 11 the MRAW employee will be deemed to be in the classification held immediately prior to being placed in the special position.

- (e) Performance Limitations: When an individual has a verifiable physical or medical limitation and is not required to be accommodated under the Human Rights legislation and which prevents him/her from performing the essential functions of a job in his/her Occupational Group Listing (OGL) into which he/she may be displaced, and which is voluntarily identified in advance of determination of displacement rights following notice of layoff, the IESO and the Union will meet to discuss this individual. It is understood that if there is no mutual agreement the IESO may proceed to implement the layoff. Nothing in this Article is intended to require any employee to self-identify or to modify in any way the rights or obligations of the IESO, Union or employee under the human rights legislation.
- (f) Employees on pregnancy/parental leave, or assignment outside Ontario or approved leaves of absence, vacation, sick leave will be subject to this process and be required to participate as if they were in their regular position. Such employees will assume their new positions upon return and until such time the positions will be filled on a temporary basis if required by the IESO.

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

- (g) Employees on LTD including those in a LTD funded Rehabilitation and Re-Employment Program may not displace nor are they subject to displacement.
- (h) Notwithstanding the provisions of this Article an employee who is within five years of normal retirement or within five years of eligibility for undiscounted pension when faced with displacement or layoff, with joint agreement may be given special consideration for worksite protection/preference.
- (i) Notwithstanding the provisions of this Article, the parties may make special arrangements for employees who are disabled to the extent that alternative employment would be difficult to find.

### **11.3 Definitions**

1. "Base weekly rate" and "base hourly rate" include pay equity adjustments.

2. "Classification" shall mean an employee's trade or job title.
3. "Equal Classification" or "Equal" is a classification in an employee's OGL where the base weekly rate or base hourly rate is the same except that:
  - (a) For the purposes of displacements in a Location (but not displacements in the Province) for all weekly salaried clerical/technical employees on salary schedules 20, an "equal classification" will include classifications in the employee's OGL which have a base weekly rate of one salary grade lower than the salary grade of the classification of the employee being displaced;
  - (b) Some hourly rated trades have been identified as equals where most of the job duties are the same but the wage rate is different.
  - (c) For pay equity adjusted rates, equal will be deemed to be those jobs whose terminal rates meet or exceed the Step 3 rates listed on Salary Schedule 20.

Example 1: Grade 55 + PEA, equivalent to Grade 57, Step 2 = Grade 56 and can displace Grade 56 jobs under Article 11 (Grade 56 (no PEA) can also displace this Grade 55 job).

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

4. Lower: Lower Classification or Lower is a classification in an employee's OGL where the base weekly rate or base hourly rate is lower except for all weekly salaried clerical employees on salary schedules 20 and 21 where for purposes of displacement in a Location the base weekly rate is 2 or more salary grades lower.

For pay equity adjusted rates, lower will be deemed to be those jobs whose terminal rates are lower than the Step 3 rates listed on Salary Schedule 20.

Example 1: Grade 56 (no PEA) is lower than a Grade 55 + PEA equivalent to Grade 57 Step 3.

5. "Occupational Group List (OGL)" means a jointly agreed to list of Equal and Lower classifications into which an employee can exercise displacement rights. OGLs are equals and lowers within the appropriate job family which an employee can satisfactorily perform within a reasonable period of familiarization and orientation.
6. "Surplus Employee" is an employee who has been given notice of termination/layoff by the IESO or an employee who may be displaced or who is displaced from his/her position.
7. (a) "Seniority" means the service credit as defined in Part A Section 5.0, except for the restrictions contained in Article 10.1.2.  
(b) Where employees have the same seniority the employee with the highest employee number is deemed to be the more senior employee.

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

8. "Job Family" is a collection of jobs or job classifications involved in the same general nature of work.

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

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

There are four families as listed below:

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

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

Trades: Involving skilled labour in areas such as electrician, mechanic, labourer, etc.

Security: Involving the protection of the IESO assets, employees and the public. Security classifications will not be included in the Occupational Group Listing (OGL) of non-security classifications and vice versa.

9. "Former Classification" is defined as the position (classification) last held by the employee within five years of the Notice of Termination/Layoff excluding relief, acting and temporary assignments.
10. For the purposes of this Article any reference to worksite or location shall mean Clarkson.

#### **11.4 Occupational Group Listings (OGLs)**

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

#### **11.4.1 Failure to Demonstrate Qualifications**

Once an employee displaces into a position in an OGL, the employee must be able to demonstrate an acceptable level of performance within a reasonable period of familiarization and orientation. Failure to achieve an acceptable level of performance in this time will result in layoff with severance as per 11.11 and recall rights to their pre-displacement classification.

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

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

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

#### **11.5 Notice of Termination/Layoff**

1. The IESO will give initial notice of termination/layoff to the most junior employees in a classification. Notices listing those employees receiving initial notice of termination will be posted. Pursuant to the terms of this article, employees receiving such notice will be permitted to take another position in the IESO as a result of which some other person either loses his/her position and is permitted to take another position or loses his/her employment. Such notice shall be deemed to be notice of termination to all affected employees including to those employees who may be displaced and to those employees whose employment is terminated or who are laid off.
2. Employees receiving initial notice of termination/layoff will be provided with 5 months' notice of termination/layoff. An employee who has been given notice of termination/layoff may be given temporary work following the date of termination in accordance with the Employment Standards Act and regulations.

3. When an employee is given notice of termination/layoff the IESO will notify the Union office and Chief Stewards within three working days from the date the employee is notified. The Union will be responsible for keeping the IESO advised of the names of all Chief Stewards.

### **11.6 Cash Out During the Notice Period**

Where a reduction in complement is to take place in a classification, all employees in that classification (or in an equal classification) may notify the IESO of their desire to resign from the IESO during the notice period. Upon request by an employee, the IESO will provide relevant pension and benefit information to enable him/her to make an informed decision prior to being required to give notice of his/her intention to cash out during the notice period. Written notification by the employee of his/her desire to resign must be given within 7 days of receipt of the notice of termination/layoff. From the total number of eligible employees who indicate that they wish to resign, the IESO will accept on a seniority basis a number from the classification (or an equal classification) equal to the number of surplus employees in the classification. Those employees accepted must resign and will receive:

- (i) severance pay as per article 11.12; and
- (ii) base pay from the employee's date of resignation to the end of the five (5) month notice period provided in the notice of termination/layoff. For those employees who resign with the seven (7) day period and whose resignation is accepted the base payment will be five (5) months pay.

Where the number of eligible employees who have resigned in the 7 day period is less than the number of surplus employees in a classification, additional resignations will be accepted on a first come basis from employees in that classification (or in an equal classification) until the freeze period commences or until the resignations from eligible employees equal the number of surplus employees in the classification. The resignation by the employee must be in writing in order to be accepted by the IESO.

### **11.7 General**

1. Each employee shall have the responsibility to notify the IESO of his/her current address and telephone number and any subsequent change. The IESO shall be entitled to rely on the last address and telephone number furnished by the employee for all purposes.
2. Grievances under this agreement or a predecessor agreement which have not been resolved before the commencement of the freeze period do not affect the IESO's right to layoff pursuant to Article 11.
3. At least one month before the determination of employee rights and the announcement of the results of the application of Article 11, a freeze period shall be implemented wherein all vacancies shall be held and filled temporarily where

necessary. This freeze on filling vacancies shall end when the results of the application of Article 11 are announced.

## **11.8 Displacements**

- (a) Subject only to the provisions of paragraph 11.8.1 (2), an employee can only displace another employee of less seniority in classifications within his/her occupational group list.

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

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

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

- (c) When an occupational group has more than one classification at the same level, the least senior employee shall be the most junior among all of the classifications at that level.
- (d) A vacancy within an employee's OGL is deemed to be the junior equal (see process in 11.9.1 below) or lower, (see process in 11.9.3 below) in all applications of the displacement process.
- (e) Displacements shall be on a senior choice, junior force basis.
- (f) Apprentices or Trainees are granted displacement rights into the classifications listed in the OGL of his/her terminal rated classification. An Apprentice or Trainee can displace a junior employee within his/her OGL including a Journeyman. If an Apprentice or Trainee displaces a Journeyman in an equal classification, the apprentice or Trainee will continue in the apprenticeship program and will be paid as per their progression schedule.

### **11.8.1 Equal Stream**

- 1. An employee must displace the least senior employee in an equal classification. Refusal to accept results in termination of employment. If no position is available, then;

2. Where an employee has indicated to Management his/her desire to do so prior to displacement, he/she must displace the most junior employee with less seniority in the employee's former classification provided the employee was in the classification within five years of the date the notice of termination/layoff was issued pursuant to 11.5. Failure to accept results in termination of employment. If no position is available, then;
3. The employee will move to the "Lower Stream".

### **11.8.2 Lower Stream**

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

### **11.9 Displacement and Recall Rights**

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

#### **11.9.1 Security Staff**

The displacement rights for regular, regular-seasonal or probationary security staff will be as follows:

1. A regular or probationary employee will displace the junior employee in an equal classification at the same site.
2. If 1. above is not available, a regular or probationary employee will displace the junior employee in the next lower classification in descending order at the same site.
3. If 2. above is not available, a regular, probationary or a regular-seasonal employee can displace a temporary employee in an equal or lower classification in his/her occupational group at the same site.

4. If 3. above is not available, a regular, probationary or a regular-seasonal employee can displace an agency employee in an equal or lower classification in his/her occupational group at the same site.
5. If 4. is not possible, the employee is laid off with recall and severance options.

Regular security staff shall be entitled to recall as per 11.14 except that recall shall be limited to their location for equal and lower classifications within their OGL's.

Severance pay shall be paid in accordance with 11.11.

### **11.9.2 Probationary Employees**

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

## **11.10 Permanent Location Closings**

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

## **11.11 Severance Pay**

Except as set out in 11.11.1 employees eligible for severance under Article 11 will receive the following:

- (a) An employee receiving severance pay waives any other rights under Article 11.
- (b) An employee may direct all or a portion of his/her payment into an RRSP up to the amount permitted by law. The employee shall provide the IESO with the TD2 Form directing the payment into his/her RRSP.
- (c) An employee entitled to severance pay under 11.11 may elect to take a lump sum severance payment, or severance may be divided into two (2) equal instalments, the first on the date of termination and the second on or about January 15 of the following year, subject to statutory deductions, which is the lesser of:
  - (i) 3 weeks of base pay per year of service up to a maximum of 78 weeks of base pay (payments for incomplete years of service will be pro-rated); or
  - (ii) an amount which equals base pay from the end of the notice period until the end of the month in which the employee reaches his/her 65th birthday.
- (d) For purposes of clarification at any time during the three (3) year recall period, a laid off employee may opt for his/her full severance entitlement, once this election is made all recall rights will cease.
- (e) For regular part-time employees severance payments shall be pro-rated.

### **11.11.1 Reduced Severance Pay on Refusing a Position**

- 1. An employee who refuses to accept a position under Article 11.8.1 or 11.8.2 (except in 2. below) will be terminated and is disqualified from receiving severance pay under Article 11.11 and shall have no recall rights under Article 11.14. Such employees may elect to take a lump sum severance payment, or severance may be divided into two (2) equal installments, the first on the date of termination and the second on or about January 15 of the following year, subject to statutory deductions which is the lesser of:

- (i) two weeks of base pay per year of service up to a maximum of 52 weeks of base pay (payments for incomplete years of service will be pro-rated); or
  - (ii) an amount which equals base pay from the end of the notice period until the end of the month in which the employee reaches his/her 65th birthday.
- 2. In cases where an employee refuses to accept a position where the new classification provides either a reduction of base wages of two (2) or more salary grades for job evaluated positions or in excess of 10% for others, the employee will receive severance pay pursuant to 11.12.
- 3. An employee may direct all or a portion of his/her payment into an RRSP up to the amount permitted by law. The employee shall provide the IESO with the TD2 Form directing the payment into his/her RRSP.
- 4. For regular part time employees severance payments shall be pro-rated.

#### **11.11.2 Benefit Continuance/Tuition/Outplacement Services**

A surplus employee who takes severance pay and terminates his/her employment is entitled to:

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

#### **11.12 Failure to Report to Assigned Positions**

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

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

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

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

### **11.13 Selection to Vacancies**

After the end of this freeze period all positions which remain unfilled and any new vacancies which arise shall be posted under Article 10. Applications from employees who are to be laid off shall be given fair and objective consideration for vacancies during the period before the layoff occurs in the event that the vacancy is not filled pursuant to the Article 10 process. Employees who, prior to being laid off, applied for vacancies continue to be entitled to fair and objective consideration for those vacancies after lay-off. If selected to a vacancy posted prior to the date of layoff, the employee is eligible for moving expenses under Article 11. Among successful applicants seniority shall govern selection where all other factors are relatively equal.

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

- (i) All qualified PWU members are selected, includes persons on the recall list, and,
- (ii) All PWU applicants entitled to fair and objective consideration are selected pursuant to 11.13.

### **11.14 Recall**

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

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

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

Reinstatement in the pension plan shall be in accordance with the pension regulations.

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

**NOTE**

- (i) It shall be the employee's sole responsibility to inform the Union and the Human Resources Manager in writing of any change of address. The Union will be notified in writing when employees are recalled to vacancies.
  - (ii) Except in the case of sickness, failure to be available for work within ten (10) days after the receipt of recall notice shall make him/her ineligible for any further recall.
4. Except as noted later in this paragraph, if an employee refuses recall to a regular full time equal position or lower position at the location level he/she will be removed from the recall list and be entitled to reduced severance pay in accordance with 11.11.1. In cases where an employee refuses to accept recall to a position where the new classification provides either a reduction of base wages of two (2) or more salary grades for job evaluated positions or in excess of 10% for others, the employee will remain on the recall list.
5. At any time during the three (3) year recall period, a laid off employee may opt for his/her full severance pay entitlement. Once this election is made all recall rights will cease.
6. If at the end of the three (3) year recall period an employee has not been recalled or has not elected to receive severance pay, he/she will automatically receive the full severance pay entitlement.
7. An employee who is laid off and does not elect to accept severance payment shall be entitled to receive:
  - i) coverage under the IESO's Health and Dental Plan for a period of six (6) months from the date of commencement of layoff or until the commencement of alternate employment whichever occurs first; and
  - ii) reimbursement for tuition fees and other associated expenses up to a maximum of \$5000.00 upon production of receipts from an approved educational programme within 12 months of his/her layoff; and
  - iii) outplacement services; the IESO will determine the level of service and the service provider.

8. Persons on the recall list will be recalled for vacancies contained in their OGL's which are posted as per Article 10 and 11.13 prior to the selection of candidates to whom they are senior.
9. People on recall will have the first priority on a seniority basis for temporary positions in their OGL arising at their location which were not filled by any displacements.

#### **11.15 Limitations to Turnover**

- (a) A maximum of 51 percent (51%) of employees in a classification may be displaced during any 12-month period. Where there is only one employee in the classification he/she may be displaced.
- (b) The limitation to turnover (51%) will apply to all personnel within a classification regardless of assignment to day work or shift work.
- (c) Where employees displace to vacant positions such vacancies will not be counted as part of the percentages applied to limitation to turnover.

#### **NOTE**

This section does not apply to security staff.

#### **11.16 Wage Maintenance**

When an employee displaces another employee and is reclassified to a lower-rated position, or when an employee is selected to a lower rated vacancy pursuant to 11.13 they will receive wage maintenance. His/her wage rate will be adjusted downward in accordance with the following:

- (i) Employees with two or more years' service will have their rate frozen for a period of three months at which time a four percent (4%) reduction in rate will take place. Subsequent reductions of four percent (4%) will take place annually thereafter until the maximum rate for the lower rated job is reached.
- (ii) Employees with less than two years' service will have their rate frozen for a period of three months, after which time their rate will be adjusted to the maximum rate for the new job.

### **11.17 Moving Expenses**

Except as is provided for in 11.13, the IESO will not be required to pay moving costs of an employee who is recalled from layoff.

## **ARTICLE 12 PURCHASED SERVICES AGREEMENT**

### **12.0 SCOPE**

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

What follows is based upon the belief that there is a value and benefit to the employee, the co-operation and the customer if:

- There is a greater involvement by employees in the decision-making process.
- There is an improved understanding as to why purchased services are used.
- Employment security is enhanced by a productive, healthy, and cost effective organization.
- Union and Management work together and act responsibly, balancing the interests of the customer, the IESO and the employee in decisions relating to the use of purchased services.

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

## **12.1 Assignment of Work**

### **12.1.1 Philosophy**

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

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

### **12.1.2 Principles**

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

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

## **12.2 Decision Process**

### **12.2.1 Responsibility for Decisions**

The persons who are responsible for applying the decision process are the IESO representative with the appropriate decision authority and the Union representative designated by the Union Executive. It is recognized that a given decision may require the involvement of more than these two persons.

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

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

### **12.2.2 Opportunity**

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

### **12.2.3 Definition of Need**

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

### **12.2.4 Alternatives**

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

### **12.2.5 Evaluation**

The parties will evaluate the alternatives considering the impact on the customer, employees and the business. Such criteria as reliability of service to the customer, customer responsiveness, community impact, Company relations impact, job continuity, ability to perform work, degree of overtime required for the work, availability of resources, cost, timeliness, quality, need for control over results, safety and impact on environment will be assessed.

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

### **12.2.6 Establishment of Thresholds**

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

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

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

- ***Where the proposed purchased service costs less than \$10,000 or involves less than 100 hours of labour only to be used twice yearly; or***
- subject matter lacking in substance; or
- any consequences are relatively insignificant; or
- where the nature or consequences of the work which represents a purchased service is remote from work currently performed by the PWU on a continuing basis. For purposes of clarity, this does not mean geographically remote; or
- emergencies; or
- any work performed under a manufacturer's warranty, except where the manufacturer authorized the IESO to do the work.

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

The IESO will notify the Union of the:

- Value of Work as reflected in Tender/Contract/Bid or Estimate Documents
- Scope of the Work
- Location of Work
- Estimated Date of Commencement and Duration of the Work

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

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

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

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

### **12.2.7 Dispute Resolution Process**

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

- (c) The Union will not be prejudiced in any subsequent case by a particular purchase of services. Similarly, the IESO will not be prejudiced by any decision not to purchase services. This applies to all cases including threshold cases.

## **12.3 Joint Resolution Committee**

### **12.3.1 Purpose**

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

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

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

### **12.3.2 Membership**

The membership of the Joint Committee shall be as follows:

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

## 12.4 Application of This Article

12.4.1 The parties will jointly develop and maintain an operating plan consistent with the provisions of this Article. Such plans will be approved by the appropriate Company official and the Power Workers' Union Vice President. Failure to jointly develop an operating plan will not adversely affect either party's rights under the provisions of this Article.

These operational plans will include:

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

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

12.4.3 *For the term of the Collective Agreement*, Article 13, Article 14, Mid-Term Agreement PW-2 Contracting Out, PW-46-1, PW-46-1 Appendix A, and Mid-Term Agreement PW-12 Future Agency Employees are suspended. Item 12.1 of this Article will apply to decisions regarding the use of agency employees.

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## ARTICLE 12 – APPENDIX A

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

## **1.0 JOINT EMPLOYMENT SECURITY COMMITTEE**

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

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

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

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

## **2.0 EMPLOYMENT SECURITY**

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

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

### **2.1 Surplus Identification**

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

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

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

## **2.2 Wage and Salary Treatment**

### **2.2.1 Seniority - Five Years or More**

The employee's grade and progression step shall be maintained and negotiated increases shall apply for one (1) year from the surplus date regardless of placement. If the employee accepts a vacancy in a lower-rated classification his/her dollar rate shall be frozen at the end of the one (1) year until the rate for the classification equals the employee's dollar rate, at which time the normal wage and salary treatment shall apply.

### **2.2.2 Seniority - Two Years - Less than Five Years**

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

## **2.3 General Conditions**

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

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

## **2.4 Moving Expenses**

Prior to Article 11 applying, an employee who is identified as surplus as per this Appendix and is required to relocate his/her residence shall receive moving expenses in accordance with the provisions of Part A, Item 24. Such moves will be treated as Company-initiated moves.

## **ARTICLE 13 EMPLOYMENT SECURITY PLAN<sup>6</sup>**

### **Table of Contents**

13.0	-	Purchased Services
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13.4	-	Selection
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13.6	-	Displacements
13.7	-	General Conditions

### **13.0 PURCHASED SERVICES**

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

### **13.1 Employment Security**

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

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

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

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

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<sup>6</sup> This Article is suspended for the term of this agreement

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

### **13.2 Joint Employment Security Committee**

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

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

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

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

### **13.3 Application**

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

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

### **13.4 Selection**

The criteria for selection of qualified applicants will be in accordance with Article 11.4.2 and are repeated here for ease of application.

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

1. For non-supervisory vacancies, the senior qualified surplus regular employee applicant will be selected.
2. Placement opportunities will be filled from among the qualified surplus applicants so long as there are qualified surplus applicants. For selection to a placement opportunity in an equal classification (if the equal classifications have been determined at the time the application is made), the senior qualified surplus regular employee applicant will be selected.

3. Selections to supervisory positions will continue to be governed by Article 10.2 except when the vacancy is in the same classification as the surplus employee in which case the senior surplus applicant shall be selected.
4. If a surplus applicant is selected to a vacancy he/she must render his/her decision within three working days of the offer being made. Failure to do so will be considered a rejection of the offer and will not affect his/her further treatment under this article.

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

Employees covered by this plan will be given surplus priority consideration from the date of notification until eleven months after the surplus date. The selection priority will be the same as detailed in Article 11.4.3 which are repeated here for ease of application.

The following applies for equal and lower rated vacancies.

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

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

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<sup>7</sup> Management Group employees in this context means employees paid from bands 10 to 8.

### **13.5 Wage and Salary Treatment**

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

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

### **13.6 Displacement**

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

All other provisions of Article 13 will cease to apply.

### **13.7 General Conditions**

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

One year's additional seniority shall be allowed stewards and chief stewards for the determination of which employees are surplus within the electoral unit of the chief steward.

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

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

**ARTICLE 14**  
**EMPLOYMENT SECURITY AND WORK ASSIGNMENT<sup>8</sup>**

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

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

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

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

**14.1 Work Assignment**

1. It is understood that the assignment of work to purchased services does not convey a right to such work in the future, nor does it create any precedent with respect to future assignment of such work to purchased service employees by the employer.

**ARTICLE 15**  
**SUCCESSOR RIGHTS**

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

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<sup>8</sup> This Article is suspended for the term of this agreement.

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.

## **ARTICLE 16 DURATION OF THE AGREEMENT**

This agreement shall come into effect as of the 1st day of April **2009** and shall remain in effect until the 31st day of March **2012**, and thereafter from year to year unless terminated by written notice given by one of the parties to the other within a period of not more than two months, but not less than one month prior to the anniversary date.

In the event that either party desires to amend the Agreement but not to terminate the same, either party may, by notice in writing not more than 90 days and not less than 30 days before the anniversary date, serve notice of the proposed amendments and both parties shall thereupon commence to negotiate in good faith with a view to arriving at an agreement on the proposed amendments and all provisions of the Agreement, other than those proposed to be amended, shall continue in full force and effect.

**Signed**  
**Independent Electricity System Operator**

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Director, Human Resources

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

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Sector Vice President

**PART A**

**GENERAL ITEMS**

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## **PART A**

### **GENERAL ITEMS**

#### **1.0 EMPLOYEE CATEGORIES**

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

##### **1.1 Probationary**

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

##### **1.2 Regular**

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

###### **1.2.1 Regular Full-Time**

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

###### **1.2.2 Regular Part-Time**

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

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

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

### **1.2.3 Regular - Job Share**

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

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

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

OR

- (b) be considered a permanent job share arrangement. At this time the vacated position will be posted and filled in accordance with Part 'A', Item 17.0. In the case of the permanent job share arrangement, the incumbents are required to remain in their arrangement until one partner permanently leaves the job share. At that time, the other partner is required to assume responsibility for the full-time position on 30 days' notice.

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

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

### **1.3 Regular-Seasonal**

Regular-seasonal employees are those judged medically fit by the IESO Health Service Provider for the position involved, who have attained one year's accumulative service, and who are steadily employed through the year, except for short term layoffs.

### **1.4 Temporary**

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

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

Benefits for temporary employees will be as outlined in Part A, Item 16.0.

#### **1.4.1 Temporary Full-Time**

Temporary full-time employees work the regular hours of the classification into which they are hired and may be engaged for up to 15 months of accumulated service.

#### **1.4.2 Temporary Part-Time**

Temporary part-time employees are employed for a period of up to 15 accumulated months on an average of 24 hours or less per week (calculated on a monthly basis). Temporary part-time employees are treated as temporary employees except where noted otherwise. Benefits are pro-rated the same as regular part-time employees.

To ensure that temporary part-time employees are properly classified as temporary, an assessment is to be made as to the regular or temporary status of the position whenever the temporary part-time employee is employed for fifteen continuous<sup>9</sup> calendar months. This assessment is subject to the grievance procedure.

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

If the position is determined to be regular part-time, a joint discussion must take place as per the Regular Part-time provisions in the agreement prior to the position being posted. If the incumbent's employment exceeds 15 continuous months the incumbent will be given regular part-time status and the incumbent's seniority will be calculated on a pro-rated basis.

If as a result of the assessment above, the position is still temporary part-time at the 15 month accumulated service mark one of the following options must be selected:

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

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

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<sup>9</sup> If an employee commences on January 20th and works any portion of a calendar month for 15 continuous months, they will have 15 continuous calendar months service on April 20th of the following year.

## **2.0 REGULAR STATUS**

Appointments to regular status is contingent on satisfactorily meeting the IESO's medical requirements.

1. Probationary employees must serve a minimum of six months on probation. If service is satisfactory, they may be accorded regular status at that time. Regular part-time probationary employees must serve up to twelve calendar months on probation.
2. Temporary employees engaged in work of a continuing nature, shall be afforded regular status upon attaining 15 months accumulated service. In such circumstances the employee's position will be considered to be a vacancy. If the former temporary employee is not selected to this vacancy he/she will be declared surplus in accordance with Article 11.
3. Temporary employees engaged in work which is not of a continuing nature, shall be afforded regular-seasonal status upon attaining 15 months' accumulated service.

Note: Also see Article 4.2 Paragraph (d).

4. Regular-seasonal employees are entitled to the same rights and benefits of regular employees, except where the rights and/or benefits of regular-seasonal employees are expressly noted in the agreement, e.g. Article 11 - Regular-seasonal rights limited in Article 11.2 (b).

## **3.0 ANNIVERSARY PROGRESSION**

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

### **NOTE**

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

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

### **3.1 Withholding Progression (Unsatisfactory Performance)**

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

In taking this action the IESO shall provide the employee with one month's notice and the reason for the withholding.

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

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

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

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

### **3.2 Deferral of Progression (Absences from Work)**

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

## **4.0 RETROGRESSION POLICY**

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

#### **4.1 Where Applicable**

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

Any retrogression for medical reasons is subject to ratification by the Health Services Provider.

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

#### **NOTE**

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

#### **4.2 How Applied**

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

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

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

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

#### **4.3 Special Provisions**

1. Retrogressed employees who are within 10 years of being eligible to retire without discount or who are within 15 years of normal retirement, shall have their rate frozen until the rate for the job being performed catches up to the frozen rate.
2. An employee with 20 years' service who is retrogressed for medical reasons related to the working conditions and job environment during a significant portion of his/her employment with the IESO, will have his/her wages

maintained until he/she is eligible for an undiscounted pension. The wage rate will be frozen thereafter.

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

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

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

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

## **5.0 SERVICE CREDIT**

### **5.1 Introduction**

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

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

### **5.2 Service Credit Calculation**

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

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

Temporary employees have accumulated service only.

Service credit will not be granted for absences without pay of greater than 15 days with the exception of:

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

#### **5.2.1 Regular Employees**

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

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

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

#### **5.3 Restoration of Service Credit**

Regular PWU employees who terminate from the IESO and are re-employed to a continuing position shall have their service credit restored. Proof of past service must be provided by the employee in the first 60 days of re-employment unless the IESO is capable of providing the proof within the first 60 days of re-employment. They shall not be required to serve a further probationary period. No service credit will be allowed for the period between termination and re-employment. Service credit restoration relating to hires from successor companies is only allowed as per article 10.7.

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

## **6.0 VACATIONS**

### **6.1 General Policy**

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

### **6.2 Vacation Entitlement**

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

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

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

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

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

#### **Regular Employees**

A regular employee shall be eligible for a vacation of:

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

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

**For One to Seven Years of Service:** 15 working days (three weeks) annually in the calendar year in which he/she completes from one to seven years of service. Vacation pay shall equal 15 days' base earnings or four percent (4%) of accumulated wages whichever is greater.

**For Eight to Fifteen Years of Service:** 20 working days (four weeks) annually in the calendar year in which he/she completes 8 to 15 years of service. Vacation pay shall equal 20 days' base earnings.

**For Sixteen to Twenty-Four Years of Service:** 25 working days (five weeks) annually in the calendar year in which he/she completes 16 to 24 years of service. Vacation pay shall equal 25 days' base earnings.

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

**For Twenty-Five or More Years of Service:** 30 working days' (six weeks) vacation in the calendar year in which he/she completes 25 years of service, and in each succeeding year. Vacation pay shall equal 30 days' base earnings.

#### **NOTE**

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

#### **Banked Vacation**

Upon eligibility for twenty (20) working days (four (4) weeks) of annual vacation, employees may defer and accumulate any vacation entitlement beyond fifteen (15) days per year. A maximum of thirty (30) weeks of 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 termination/retirement.

## **Vacation Bonus**

In the calendar year in which a regular employee completes:

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

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

## **Regular Part-Time Employees**

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

## **Probationary Employees**

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

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

## **Temporary Employees Made Regular**

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

## **Temporary Employees**

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

### **6.3 Special Provisions and Allowances**

#### **6.3.1 Deferment or Interruptions of Vacations**

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

When an employee is called back from vacation or when an employee's vacation is cancelled at the request of the 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.

#### **NOTE**

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

#### **6.3.2 Statutory Holidays and Vacations**

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

#### **6.3.3 New Employees**

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

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

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

#### **6.3.4 Re-engaged Employees**

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

### **6.4 Postponed Vacations**

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

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

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

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

Minor illnesses and injuries may cause some degree of discomfort or disability to an employee while on vacation. Yet for the most part, these do not necessitate complete removal from the vacation setting or loss of the beneficial effects of the holiday. However, when an employee on vacation becomes seriously ill or injured and as a result must be removed from vacation setting entirely, he or she should be entitled to sick leave.

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

The decision to transfer from vacation to sick leave must be based on reliable medical evidence and made by a physician in the IESO Health Services Provider. All cases of requests for such consideration should be referred to the IESO Health Services Provider without exception.

**6.4.4** Where an employee is on sick leave or workers' compensation and thereby is unable to use his/her vacation credit during the current year such vacations may

be carried over to the following year in accordance with Sections 6.1 and 6.5.1. Any outstanding vacation credit that has not been approved for carry over into the next year shall be paid out by Dec. 31 of the current year.

## **6.5 Vacation Payment on Termination**

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

The payment will be based on:

1. Four percent (4%) of accumulated wages for an employee entitled to the prorated amount of 10 working days annually.

### **NOTE**

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

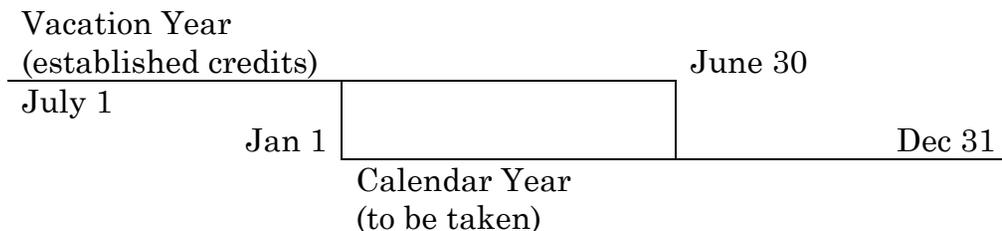
2. Six percent (6%) of base earnings to date for an employee entitled to 15 working days annually.
3. Eight percent (8%) of base earnings to date for an employee entitled to 20 working days annually.
4. Ten percent (10%) of base earnings to date for an employee entitled to 25 working days annually.
5. Twelve percent (12%) of base earnings to date for an employee entitled to 30 working days annually.

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

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

## **6.6 Relationship between Vacation Year and Calendar Year**

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



**7.0 STATUTORY HOLIDAYS - SEE ALSO ITEM 9.0**

**7.1 Recognized**

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

- |   |  |
|---|--|
| <p>New Year's Day<br/><b>Family Day</b><br/>Good Friday<br/>Easter Monday<br/>Victoria Day<br/>Canada Day</p> | <p>Civic Holiday<br/>Labor Day<br/>Thanksgiving Day<br/>Christmas Day<br/>Boxing Day</p> |
|---|--|

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

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

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

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

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

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

## **7.2 Sick Leave Credits**

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

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

## **8.0 FLOATING HOLIDAYS**

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

1. Floating holidays may be taken on such days as the employee and his/her supervisor mutually agree upon, following reasonable advance notice on the part of the employee.
2. Floating holidays shall not be carried over into the following year unless work considerations prevent the employee from taking the floater(s) in the year of entitlement.

3. Where the employee is unable to reach mutual agreement with his/her supervisor to take his/her floating holiday(s) before year-end because of absence due to illness (except when exhausting sick leave prior to LTD) unused floating holidays will be assigned on the last working day(s) of the year.
4. Where an employee falls sick on his/her scheduled floating holiday, that day will not be charged against his/her sick leave credits, but shall be treated as a floating holiday for pay purposes.
5. Regular and probationary employees may take their floating holiday(s) before accumulating 20 weeks of service in a calendar year.
6. Regular part-time employees are entitled to three (3) floating holidays upon completing 20 weeks of service. Pay treatment for the three (3) days is on a pro-rata basis. (Ref. Part A, Item 1.2.2)
7. Entitlement on Termination: If the employee terminates after having accumulated 20 weeks of service in the calendar year, the IESO will make a cash payment in lieu of any unused floating holiday credit.

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

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

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

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

**9.0 SPECIAL TIME OFF (CHRISTMAS, NEW YEARS, REMEMBRANCE DAY, EXTREME WEATHER CLOSURES)**

**9.1 Granted Days Over Christmas Holiday Period**

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 Saturday and Boxing Day on **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 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.*

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 a Monday.*

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

**9.2 Payment for Time in 9.1**

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

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

### **9.3 Remembrance Day**

The following employees will be eligible for time off and/or payments as described in 9.4.

1. Those members of the staff who served in any of the armed forces of Canada, Great Britain or their allies during World War II, and also those who served in the armed forces of the United Nations operating in Korea during the period of 1950 to 1953.
2. Those members of the staff who served in the Allied Merchant Marine between September 1939 and August 1945.

### **9.4 Remembrance Day Payment and Time Off Provisions**

If on Remembrance Day eligible employees as described in 9.3 are:

1. normally scheduled to work, eligible employees shall be allowed time off with pay, at straight time for scheduled hours as far as work schedules will permit.
2. scheduled to work and they are required to work, they shall be paid at the rate that normally applies for that day and given equivalent time off with pay, at straight time up to a maximum of normal scheduled hours, within the following six months.
3. not normally scheduled to work and they are required to work, they shall be paid at the rate normally received for overtime work.
4. shift workers on a seven-day coverage who are on a regular day off, shall be allowed equivalent time off with pay within the following six months.

### **9.5 Treatment for Vacation**

Special time off, as noted in 9.1 and 9.3, falling within eligible employees' vacation period shall not be counted as part of their vacation but shall be taken as additional time off.

### **9.6 Sick Leave Credit**

When special time off, as noted in 9.1 and 9.3 occurs while eligible employees are on sick leave credit, their pay will not be charged against sick leave credits and they will receive 100% payment at their base rate for normal scheduled hours.

### **9.7 Extreme Weather Closures**

At certain times of the year, the offices or other buildings of the Corporation may be closed due to extreme weather conditions. Employees shall receive time off with pay for these periods.

## **10.0 LEAVE OF ABSENCE (PERSONAL, FUNERAL, RESERVED FORCES, LEGAL)**

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 (6<sup>th</sup> and 7<sup>th</sup> days) will be allowed with pay. Such leave as set out herein is inclusive of any emergency leave entitlements under the Employment Standards Act.

### **10.1 With Pay**

Occasionally, an employee will be in a situation where there is no reasonable alternative to being absent from work for personal reasons. Sometimes the employee will, at the same time, be committed to considerable additional expense. Provision is made so that the IESO may ameliorate the hardship to the employee which may result.

#### **10.1.1 General**

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

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

#### **10.1.2 Funerals**

A regular employee may be released from duty for a period up to five days without reducing base earnings in the event of the death of a member of the immediate family including parent, spouse, same sex spouse and child.

A regular employee may be released from duty for a period up to three days without reducing base earnings in the event of the death of a member of the immediate family including parent-in-law, brother, brother-in-law, sister, sister-in-law, son-in-law, daughter-in-law, grandparents, grandparents-in-law and grandchildren.

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

## **NOTE**

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

### **10.1.3 Annual Training for Reserve Forces**

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

The employee will be paid the difference between the gross amount received from the Department of National Defense for the full training period and base earnings for the period of absence. The employee will be required to furnish his/her supervisor with a statement from the commanding officer of the reserve unit, showing the amount received from the Department of National Defense for the training period.

### **10.1.4 Legal Hearings**

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

## **11.0 PREGNANCY/ADOPTION/PARENTAL LEAVES**

### **11.1 General Provisions**

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

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

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

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

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

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

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

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

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

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

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

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

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

The granting of extensions to the normal 90-day acting period for positions vacated by an employee on pregnancy/adoption/parental leave shall be automatic. The Union chief steward shall be advised of all cases where this subsection applies.

## **11.2 Pregnancy Leave - General**

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

The Ontario Human Rights Code requires the employer to accommodate the needs of pregnant employees in the workplace, unless to do so would cause undue hardship to the business.

### **11.2.1 Duration of Leave**

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

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

#### **NOTE**

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

### **11.2.2 Physician's Certificate**

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

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

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

When a female employee resigns without notifying her supervisor that she is pregnant and she has not applied for pregnancy leave, but within two weeks following her resignation, provides her supervisor with a certificate from her physician stating she was unable to perform her job duties because of a medical condition arising from her pregnancy and giving the estimated or actual delivery date, she shall be entitled to pregnancy leave if it is requested.

### **11.2.3 Pregnancy and the Sick Leave Plan**

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

### **11.3 Legal Adoptions – Primary Caregiver**

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

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

### **11.4 Benefits Under the Supplementary Unemployment Benefit Plan for Regular Employees**

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

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

1. Two weeks at 93 percent (93%) of the employee's base pay.
2. Up to fifteen additional weekly payments dependent on the length of his/her EI entitlement, equivalent to the difference between the unemployment insurance

benefits the employee is eligible to receive and 93 percent (93%) of the employee's base pay.

3. In the case of a legal adoption, in addition to the Supplementary Unemployment Benefit Plan payments, the primary caregiver shall receive the equivalent of 93% of two weeks base salary in the thirteenth and fourteenth weeks of the leave.
4. Other earnings received by the employee will be considered so that the total combination of SUB, EI benefit and other earnings will not exceed 93 percent of the employee's base pay.

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

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

## **11.5 Parental Leave**

### **11.5.1 General**

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

### **11.5.2 Duration of Leave**

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

Employees who wish to take this leave must give the IESO two weeks of notice in writing prior to the date the leave would begin and four weeks of notice of the date the leave will

end if they wish to terminate the leave prior to 35\* weeks following the date the leave commenced.

An employee, who takes a pregnancy leave followed by a parental leave as per Item 11.2 and 11.5 may elect to have the total leave up to 52\* weeks.

**Note:** \* These changes reflect the revised Employment Standards Act (ESA), effective September 4, 2001.

## **11.6 Service Credit**

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

## **11.7 Restoration of Previous Service**

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

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

## **12.0 SICK LEAVE/LTD/WSIB**

The Standard Sick Leave Plan will apply to all probationary and regular staff hired after April 1, 2003.

## 12.1 Sick Leave Plan

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

There will be two types of sick leave plans:

The IESO Traditional Sick Leave Plan which applies to staff hired before April 1, 2003 provides regular employees with a credit of eight days at 100 percent (100%) and 15 days at 75 percent (75%) pay, payable from the first day of sickness. On each accumulation date he/she will acquire additional credits of eight days at 100 percent (100%) pay and 15 days at 75 percent (75%) pay. The accumulation and restoration of credits will be subject to the provisions of the IESO's Sick Leave Plan.

The IESO Standard Sick Leave Plan for probationary and regular employees hired on or after April 1, 2003 will commence with a credit of eight days at 100 percent (100%), payable from the first day of sickness. Unused days accumulate up to 130 days. There is no provision for restoration of used sick days. Employees under the Standard Plan are protected by coverage that continues at 75% of earnings for the balance of the period between the time sick leave benefits at 100% expire and the end of the Long Term Disability Plan waiting period for medically authorized absences. In the event of denial of the LTD benefits the employee will have their wages maintained at 75% of base wages until completion of an LTD appeal process as long as the illness is substantiated. The Standard Sick Leave Plan will be subject to the provisions of the IESO's Sick Leave Plan.

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

Normally employees will be expected to arrange routine medical or dental appointments during non-working hours. Where such appointments cannot be arranged during non-working hours and the employee can be released from his/her duties, ***for two (2) hours or less to attend a medical consultation or receive dental treatment, there will be no reduction of sick leave credits and/or pay.***

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

### 12.1.1

In recognition of proposed benefit improvements the Union agrees that the value of any EI rebate shall accrue to the IESO.

## **12.2 Long Term Disability**

### **12.2.1 General Provisions of LTD Plan**

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

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

#### **DEFINITIONS:**

LTD Qualifying Period -

Traditional Sick Leave Plan: - The qualifying period is defined as the period six calendar months from the starting date of the employee's continuous absence due to disability; or a total of six months in accumulative authorized medical absences in the 12 months prior to the date sick leave expires due to the same progressively deteriorating disability; or the expiration of sick leave whichever is longer.

Standard Sick Leave Plan: The qualifying period is defined as the period six calendar months from the starting date of the employee's continuous absence due to disability; or a total of six months in accumulative authorized medical absences in the 12 months prior to the date sick leave expires due to the same progressively deteriorating disability.

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

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

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

#### **NOTE**

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

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

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

### **Exceptions and Limitations to the LTD Plan**

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

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

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

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

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

### 12.2.2 Benefits While on LTD

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

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

4. The IESO health and dental coverage premiums continue to be maintained by the company.

5. **The IESO Pension Plan:** The employee's membership in the plan continues. Upon expiry of sick leave, the requirement for employee contributions is waived. An employee is not required to make contributions to the plan while he/she is receiving LTD benefits. The retirement pension continues to accumulate. Years of service continue to accumulate for entitlement to rights and benefits under the Pension Plan.
6. **The IESO Group Life Insurance Plan:** Commencing the first day of the month following the end of the qualifying period for LTD benefits, an employee will continue receiving the same insurance option during receipt of LTD benefits as that in force prior to such receipt. An employee who is in receipt of LTD benefits is not required to make contributions to the Group Life Insurance plan.
7. **Sick Leave Entitlement:** Upon receipt of the memorandum from the IESO Occupational Health Physician recommending that the employee should make application for LTD benefits, for employees covered by the Traditional IESO Sick Leave Plan, entitlement to accumulate or restore sick leave credits shall cease on the day following the next accumulation date provided that it falls within the qualifying period.
8. **Union Dues:** Upon expiry of sick leave an employee's Union dues shall cease.
9. Employee status will continue with respect to maintaining redress rights to contractual provisions.

### **12.2.3 Recurring Disability After Return to Regular Work**

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

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

### **12.2.4 Individual Returns to Regular Employment**

1. **Service Credit:** Continuous service recommences upon return to work and service credit accumulated prior to the date of receipt of LTD benefits will be added to it. In addition, seniority for persons in receipt of LTD benefits continues to accrue during the period of receipt of sick benefits.
2. **Vacation Credit:** The employee will start earning vacation credit based on total service credit.
3. **The IESO Health and Dental Coverage:** Premiums continue to be maintained by the IESO.

4. **The IESO Pension Plan:** Employee contributions recommence.
5. **The IESO Group Life Insurance Plan:** Employee contributions recommence.
6. **Sick Leave Entitlement (Traditional Sick Leave Plan):** Eight days at 100 percent (100%) and 15 days at 75 percent (75%) pay shall be immediately credited. On the first accumulation date, restoration of sick leave credits will take place based on the total service credit.

**Sick Leave Entitlement (Standard Sick Leave Plan):** Credit of eight days at 100 percent (100%) pay. Employees under the Standard Plan are protected by coverage that continues at 75% of earnings for the balance of the period between the time sick leave benefits at 100% expire and the end of the Long Term Disability Plan waiting period for medically authorized absences.

It is recognized that Section 12.2.4 is subject to the provisions of recurring disability as defined in Section 12.2.3.

7. **Union Dues:** Union dues recommence.

#### **12.2.5 Termination of LTD Benefits**

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

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

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

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

#### **12.2.6 Indexation**

1. **LTD Benefits:** Individuals who are in receipt of LTD benefits will have their LTD benefit level indexed by the same amount that pensions are indexed.

2. **Pension Calculation - Base Earnings:** For the purposes of calculating the pension benefit for LTD recipients the base earnings at the end of the qualifying period will be increased by the amount of the indexation increase granted in 1. above.
3. **Insurance Benefit - Base Earnings:** It is agreed that for purposes of calculating the group life insurance benefit for LTD recipients, the base earnings at the end of the qualifying period will be increased by the amount of the indexation increase granted in 1. above.

### **12.3 Rehabilitation and Re-employment**

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

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

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

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

## **12.4 Workplace Safety and Insurance Board Payments**

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

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

## **12.5 Supplementary Grant**

### **12.5.1 Definition of Supplementary Grant**

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

#### **NOTE**

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

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

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

#### **NOTE**

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

### **12.5.2 Who Receives the Supplementary Grant**

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

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

### **12.5.3 Responsibility for Payment**

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

### **12.5.4 Withholding the Grant**

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

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

### **12.5.5 Payment While in Receipt of WSIB Award**

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

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

If after 24 months in receipt of supplementary grant and a FEL award and/or LOE award the employee is still unable to return to work, he/she shall be placed on sick leave. The employee will continue to draw from his/her sick leave bank on a daily basis at the rate of half a day if the amount equal to the supplementary grant is equal to, or less than 4 hours, and a full day if the amount equal to the supplementary grant is greater than 4 hours per day. While on approved sick leave, however, the benefit level will be adjusted so that the total of any WSIB award and the sick leave benefit shall not exceed the employee's current base rate. Upon expiry of sick leave, if the employee is still unable to

return to work, he/she shall qualify for LTD less any award, pension entitlement and/or any supplement from the Workplace Safety and Insurance Board (excluding NEL award) and/or the Canada Pension Plan.

## **12.6 Waiver of Posting or Selection**

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

## **13.0 HEALTH BENEFITS**

*Add Registered Nutritionist into Paramedical grouping*

*Increase orthodontic coverage to \$4500.00*

*Increase Dispensing fee to \$8.50 effective upon ratification, \$9.00 effective April 1, 2010 and \$9.50 effective April 1, 2011*

*Increase Vision Care to \$500.00 effective April 1, 2010*

*Increase Chiropractic to \$650.00 effective April 1, 2010 and \$675.00 effective April 1, 2011*

*Post Retirement Health & Dental Benefits – for employees hired on or after ratification who have less than seven (7) years of service, Health & Dental benefits cease at retirement.*

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

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

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

1. OHIP - Covers medical and standard ward hospital services.
2. Supplementary Plan - Covers semi-private hospital services.
3. Extended Health Benefit Plan
4. Group Dental Insurance Plan  
Effective January 1 of each year of the collective agreement, dentist fees will be paid up to the amounts shown in the current ODA Fee Guide.

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

Coverage details of 2, 3, and 4 above are contained in brochure entitled "Health and Dental Benefits for Members of the PWU (CUPE Local 1000), eligible dependents and pensioners".

### **13.2 Probationary Employees**

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

The IESO will pay 100 percent (100%) of OHIP premiums commencing the second month of employment.

### **14.0 PENSION AND INSURANCE**

*In each of 2009, 2010 and 2011, the IESO will make an employer contribution into the pension in an amount equal to 2% (two percent) of that year's PWU base wages for regular PWU represented staff.*

Revise the CPP integration adjustment factor from 0.625% to 0.500%. This is effective January 1, 2006 for employees retiring thereafter.

For probationary employees, employee/employer pension contributions will start on the first day of the month immediately following their hire.

Effective January 1, 2001, IESO will provide Dues Checkoff for Pensioners on January 1<sup>st</sup> of each year.

## Indexing

The plan shall be amended, in respect of members and former members who immediately prior to termination of employment were members of the union, to increase pension benefits on January 1 of each year by 100 percent of the increase in the Consumer Price Index, up to a maximum of 8 percent per year. In the event that the increase in the CPI exceeds 8 percent, 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.

### **14.1 Changes to the Pension and Insurance Plan**

**14.1.1** The present Pension and Insurance Plan of the IESO forms part of this Collective Agreement. The pension portion of the Plan is generally described in the current brochure "Independent Electricity System Operator Pension Plan". The insurance portion of the Plan is generally described in the current brochure "Group Life Insurance and Survivor Benefits". Changes to the plan affecting employees within the jurisdiction of the Union shall be subject to the following:

1. Changes other than legislative changes shall be made only upon mutual consent.
2. The IESO shall not request legislation or Order-in-Council approval for proposed regulations or make rules which would change employee benefits unless upon mutual consent. Moreover, the IESO will not unilaterally seek legislation to change access to surplus unless upon mutual consent.
3. In the event of the enactment of any general\* pension legislation applicable to the employees of the IESO, amongst others, the IESO may, after notification to the Union, effect amendment of the IESO Plan provided that the combination of benefits resulting from the IESO Plan as so amended and such legislation will not be less in the aggregate than the benefits now provided.

\*As opposed to legislation initiated by the IESO as in Section 14.1.1(2.).

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

## **14.2 Pension Plan**

**14.2.1** The interest rate on contributions returned to terminated employees will be calculated as set out in the Pension and Insurance Plan of the IESO.

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

### **14.2.3 Early Retirement - Without Discount**

1. Employees may retire without discount when their age and years of continuous service equals 84 or more. Effective April 1, 2002 members shall be entitled to retire without penalty when their age and years of service with the employer total 82 points. All other members shall be entitled to retire according to the existing schedules.
2. Employees who do not qualify for an unreduced early retirement pension under 14.2.4(1.) or 14.2.4(2.) may retire without discount after completing 35 years of continuous service.

## Early Retirement Discounts

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

### NOTE

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

#### 14.2.4 Early Retirement - With Discount

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

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

#### **14.2.5 Transfer of Pension Credits Between Reciprocal Employers and the IESO**

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

### **14.3 Group Life Insurance**

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

1. If the change is effective on or between the first calendar and the first fiscal day of the month, eligibility is established for the given month.
2. If the change is effective on any other day of the month, eligibility is established for the next month.

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

#### **14.3.3 Additional Optional Life Insurance**

At no cost to the IESO, effective July 1, 2003, employees will have the option of purchasing additional term insurance coverage at rates, limits and conditions prescribed by the insurance company. This would include the ability of employees to purchase such additional life insurance for themselves in blocks of \$10,000 up to \$200,000. The employee must have 3x (three times base salary) coverage under the IESO's group Life Plan before the extra blocks are available for purchase. Spousal life insurance may also be purchased by the employee at no cost to the employer in blocks of \$10,000 up to \$150,000. The employee may purchase life insurance for dependent children at no cost to the company in the amount of either \$10,000 or \$25,000.

## **15.0 RETIREMENT**

### **15.1 Bonus and Outstanding Vacation Payments on Retirement**

1. An employee who has completed 10 years of continuous employment, shall be given, on retirement, a cash bonus equal to one month's pay. (In the case of a regular part-time employee, the one month's pay will be pro-rated as per Part A, Item 1.2.2.) The retirement bonus will be paid out provided a minimum of ***eight weeks*** (maximum of 12 months) notice of retirement is provided. If a minimum of ***eight weeks'*** notice is not provided the bonus will not be paid. ***On an individual case basis the eight week minimum notice period may be reduced with the joint agreement of the employee and the IESO.***

Effective April 1, 2006 the employee pension contributions will be 5% of Base Annual Earnings up to the Year's Maximum Pensionable Earnings (YMPE) under the Canada Pension Plan (CPP), plus 7% of base annual earnings in excess of the YMPE.

When the Employer takes a contribution holiday then the employee pension contributions will revert back to 4% of Base Annual Earnings up to the Year's Maximum Pensionable Earnings (YMPE) under the Canada Pension Plan (CPP), plus 6% of base annual earnings in excess of the YMPE.

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

### **15.2 Retirement While Ill**

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

#### **15.2.1 Sick Leave Grant Extends to or Beyond Retirement Date**

If the sick leave grant carries the employee to or beyond the approved retirement date, the employee shall be retired upon being declared fit to return to work, or upon expiration of the sick leave grant, whichever comes first. The employee shall be given a cash payment in lieu of any outstanding vacation entitlement up to normal retirement date [see Subsection 14.2.7(2.) preceding], plus a bonus of one month's pay [if applicable, see Subsection 14.2.7(1.)].

### **15.2.2 Vacation Credit and Bonus Extends to or Beyond Retirement Date**

If the sick leave grant expires prior to the approved retirement date, but part or all of the outstanding vacation credit (Part 'A', Section 6.6 - Vacation Payment on Termination) and bonus of one month's pay [if applicable, see Subsection 14.2.7(1.) preceding] carries to or beyond the approved retirement date, the employee shall be given a cash payment in lieu of any unused portion of:

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

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

If the sick leave grant together with any outstanding vacation credit and month's bonus [where applicable, see the preceding Subsection 14.2.7(1.)] does not carry to the approved date, the case shall be referred to the Director of Human Resources for a determination of the employee's eligibility for LTD.

### **15.2.4 Unused Vacation Credit for Preceding Year**

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

## **16.0 TEMPORARY EMPLOYEES (VACATIONS, HOLIDAYS, SICK LEAVE, HEALTH BENEFITS, NOTICE)**

### **16.1 Definitions**

See Section 1.0 for the definition of temporary employee and accumulated service.

### **16.2 Benefits**

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

### **16.2.1 Vacations**

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

### **16.2.2 Statutory Holidays**

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

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

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

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

### **16.2.3 Floating Holidays**

Temporary employees who have accumulated 20 weeks of service in a calendar year will be entitled to three floating holidays subject to the following:

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

5. Entitlement on Termination: If the employee terminates after having accumulated 20 weeks of service in the calendar year, the IESO will make a cash payment in lieu of any unused floating holiday credit.

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

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

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

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

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

#### **16.2.4 Sick Leave Entitlement**

Temporary employees shall earn sick leave credit of one-half day at 100 percent (100%) pay for each month of accumulated service to a maximum of six days<sup>10</sup>.

#### **16.2.5 Health Insurance Plan (Excluding Summer Students Regardless of Wage Schedule Paid From)**

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

***The IESO will not be required to make Ontario Health Tax payments to temporary employees.***

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<sup>10</sup> Day, in this instance, is the number of hours normally worked by a regular employee in a classification and/or the work group of which the temporary part-time employee is a member (seven or eight hours). Sick leave is used on the basis of payment for the number of hours the employee was off work.

### **16.3 Notice of Termination**

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

### **17.0 HOURS OF WORK**

#### **17.1 Hours of Work – Weekly Salaried**

Employees will be requested each month to select their hours of work for the following month. The work week will consist of five, seven hour days, Monday to Friday. The hours of work selected must be in accordance with the observation of core working hours of 10:00 am to 11:45 am and 1:15 pm to 3:00 pm.

Employees may select a starting time which is not earlier than 7:00 am and not later than 10:00 am or at 1/4 hour intervals during that period. Their finishing time will not be earlier than 3:00 pm. They may select either a 30, 45, 60, 75 or 90 minute lunch period to be taken between 11:45 am and 1:15 pm.

The hours of work selected are subject to the supervisor's approval. Where in the Company's opinion, a work unit cannot be operated satisfactorily under variable working hours, they will not be implemented in that unit and default hours will be worked. In such situations, the supervisor may determine that it is necessary to restrict some or all employees to one of the following default hours; 7:00 am – 3:00 pm, 7:30 am – 3:30 pm, 8:00 am - 4:00 pm, 8:30 am - 4:30 pm and 9:00 am to 5:00 pm (for 35 hour per week employees). The restriction to hours will be done on a senior choice/junior force basis.

Individual deviation from selected work schedules will require supervisor's prior approval.

#### **17.2 Hours of Work-Maintenance Trades**

1. The normal work week of all hourly-rated maintenance trades employees of the IESO shall be 40 hours per week consisting of five days of eight hours (not before 7:00 am and not later than 6:00 pm) Monday to Friday inclusive with the undernoted exception(s):

2. A change to established hours of work within the core hours (7:00 a.m. to 6:00 p.m.) shall be a matter for discussion between the Union (Chief Steward) and the IESO. When changes in hours of work are contemplated the preference of 70% of affected staff in the classification(s) will be considered to be the preference of that classification(s). Where the work of classifications is interdependent (e.g., rehabilitation work, electrical, mechanical, civil), the preference of 70% of the employees in the interdependent classifications will be deemed to be the preference.

However, if in the IESO's opinion the desired hours of work of the affected classifications cannot be accommodated then the IESO will provide the Union (Chief Steward) with written rationale for such a decision.

3. Except for shift work, all other work outside of the normally scheduled hours shall be considered overtime and paid for at the appropriate premium rates.

### **17.3 Reduced Hours of Work For Employees Whose Normal Hours of Work are 40 Per Week**

Effective April 1, 1994, the base work week for 39.5 hour per week employees was reduced to 39.0 hours per week. This provision does not have any application to any classification of employee hired into a 40 hour position after April 1, 2003. As of April 1, 2003 existing employees covered by the reduced hours of work arrangement are grandfathered while in a 40 hour position.

1. The normal scheduled and paid hours of work will remain at 40 per week.
2. Overtime rates will be paid for all hours in excess of normal scheduled hours.
3. This banked time may be taken on such days as the employee and his/her supervisor mutually agree upon following reasonable advance notice on the part of the employee.
4. Banked time may be taken off in a minimum of half-day (i.e., four-hour) increments.
5. Banked time accumulated in a calendar year must be taken by April 30 of the following year.
6. Where the employee is unable to reach mutual agreement with his/her supervisor to take his/her banked time entitlement (except when exhausting sick leave prior to LTD as noted in Part 'A', Item 12.2.1), unused banked time entitlement will be assigned on the last working day(s) prior to April 30.

7. Where an employee falls sick on his/her scheduled banked time off, that day will not be charged against his/her sick leave credits, but shall be treated as banked time off for pay purposes.
8. Banked time will not accumulate for any period of unpaid leave exceeding 40 consecutive scheduled hours. Scheduled days off will not be considered as breaking the consecutive nature of scheduled hours. Banked time will accumulate during a paid leave of absence and Pregnancy / Adoptive / Parental Leave.
9. When an employee terminates or when an employee is reclassified to a job where the normal hours of work are less than 40 hours per week, unused banked time will be paid off at straight time rates.

### **17.3.1 Alternate Hours of Work Arrangements**

In the interests of promoting organization effectiveness whilst meeting the needs of employees, the local chief steward and the appropriate management designate may agree to Hours of Work Arrangements for a work group or crew other than the normal scheduled hours/days for purposes of using up banked hours only. Either party with reasonable notice may cancel or request a change to the hours of work arrangement. Where banking of time is the agreed upon arrangement, the provisions of 17.2 will apply.

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

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

**17.3.2** Where an alternate hours of work arrangement has not been agreed to in 17.1, the employees will continue to work 40 hours per week, banking one hour per week at straight time subject to the following:

1. The normal scheduled and paid hours of work will remain at 40 per week.
2. Overtime rates will be paid for all hours in excess of normal scheduled hours.

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

#### **17.4 Rest Periods**

Each employee shall be entitled to a 10-minute rest period in the first half and second half of each scheduled work day at a time designated by the IESO.

#### **17.5 Daylight Savings Time Change - Shift Workers**

When the clocks are changed due to daylight saving time, the following principles will apply:

1. Employees who are scheduled to work during the affected hours will work a shift which is either shortened or extended by one hour.
2. Payment for the shortened or extended shift will not be calculated on the basis of actual hours worked, rather will be based on the number of hours normally worked (eight or twelve).

**17.6** Hours of work arrangements other than those noted above may be developed and implemented provided the following criteria are adhered to:

- a) The framework for alternate work arrangements will be established by mutual agreement between Management and the Chief Steward.
- b) All affected employees consent to such an arrangement.
- c) Operational effectiveness will be maintained. The following operational effectiveness criteria will be considered to determine if an alternate work arrangement is appropriate:
  - (i) where possible, hours should be arranged to allow more flexibility for employees,
  - (ii) productivity levels overall will be maintained,
  - (iii) cost effectiveness e.g. impact on overtime, staff levels,
  - (iv) requirement for job coverage,
  - (v) effective work flow and interface among work units,
  - (vi) level of service to external and internal customers.

This assessment will be determined by Management *and an explanation in writing will be provided to the employee and the Chief Steward when denied.*

- d) Either Management or the Chief Steward may cancel such arrangements with thirty (30) days notice.

Such arrangements may include flexible hours, summer hours, compressed work week.

## **18.0 OVERTIME**

Due to the nature of the IESO operations, some employees will be required to work overtime. Overtime will be minimized and managed within the limits of corporate effectiveness and customer impact. In recognition of employee well-being and inconvenience, an effort shall be made to equitably distribute overtime amongst all qualified employees. Overtime, as used herein, means that part of the actual working time which is outside the normal scheduled hours and is, therefore, subject to compensation at premium rates.

### **18.1 Overtime - General**

Because an employee was required to work overtime or because he/she lost time in changing shifts, he/she shall not be prevented from working his/her total number of normal daily hours in any normal scheduled day of work. If the employee cannot be supplied with the work required to make up the normal daily hours of work in that day, his/her pay shall be adjusted to provide a minimum of his/her normal weekly hours of work for weekly salaried or a minimum of eight hours work for maintenance trades.

If an employee who has worked overtime is physically capable and the group of which he/she is ordinarily a member is at work, he/she shall not be deprived of the opportunity of working his/her normal scheduled hours in addition to the overtime he/she may have worked.

An employee who has accumulated overtime hours shall receive this, in earnings, calculated at the appropriate premium rate and cannot be required to take time off in lieu of payment.

### **18.2 Overtime – Weekly Salaried**

#### **18.2.1 Overtime Definitions**

**Prearranged Overtime:** Work performed outside the normal scheduled hours for which notification must be given a minimum of 24 hours in advance (21 hours for computer sub-branch shift working employees). Time shall be counted from the time the employee reports for work until the employee finishes work.

**Emergency Overtime:** Work performed outside the normal scheduled hours which is neither prearranged nor extension overtime. Time shall be counted from the time the employee reports for work until the employee finishes work.

**Extension Overtime:** Work performed outside the normal scheduled hours as an extension of the normal scheduled hours (either immediately preceding or following the

normal scheduled hours). Time shall be counted from the time the employee reports for work until normal starting time or from normal quitting time until the employee finishes work.

### **18.2.2 Payment For Overtime**

Overtime, as used herein, means that part of the actual working time which is outside the normal scheduled hours, and is therefore, subject to compensation at premium rates.

Premium payment for overtime shall be as follows:

1. One and one-half times the employee's basic rate shall be paid for all work performed during the first four clock hours after normal quitting time, Monday to Friday inclusive. It will also apply to the first four hours of overtime worked on an unscheduled day of work.
2. Two times the employee's basic rate shall be paid for:
  - All work performed outside of the first four hours after normal quitting time, Monday to Friday inclusive, and after the first four hours on an unscheduled day of work.
  - All work performed on Saturday, Sunday and statutory holidays which occur Monday to Friday.
3. Overtime rates shall be computed by dividing the employee's basic weekly salary by his/her normal weekly hours of work.

### **18.2.3 Overtime - Miscellaneous Provisions**

1. In order to alleviate excessive inconvenience, an effort shall be made to equitably distribute overtime amongst all qualified employees. Where employees feel they have been assigned abnormal amounts of overtime, consideration of such cases shall be considered fit matter for discussion at local level.
2. The IESO agrees to control excessive authorized overtime by restricting actual overtime to not more than 13 hours per week, excluding travelling time. Under extraordinary circumstances, the Union will consider waiving the restrictive features of this clause.
3. A travelling allowance up to a maximum of one hour shall be paid at the appropriate overtime rate when an employee is called in to work overtime and an extra trip is involved. See also Section 18.2.4.
4. An employee who is required to work continuously for more than 16 hours or an employee who accumulates 16 hours of working time in any 24 hour period

without a minimum five hour continuous break between 23:00 and 07:00 hours shall be entitled to an eight-hour rest period. Time spent for meals may be deducted from the total elapsed time but is not to be considered as breaking the continuity of the hours worked.

5. If the rest period extends into the employee's normal scheduled hours of work, he/she shall be paid at straight time rates for the portion of the rest period which extends into the normal scheduled hours. This is in addition to the overtime worked.
6. Should he/she be required to continue working beyond 16 hours he/she shall be paid two times his/her normal basic rate until an eight-hour rest period is granted. Should an employee be released before 16 hours have elapsed, he/she will not be entitled to an eight-hour rest period, and his/her right to continue work at straight time will be governed by Section 18.1.

#### **18.2.4 Minimum Payments - Overtime**

All Part 'D' clerical-technical employees who are called out to work overtime with or without notice shall receive the following:

When minimum payments apply no travel allowance will be paid.

1. All prearranged overtime performed or reported for due to lack of notice of cancellation, Monday to Friday inclusive, shall receive a minimum of two hours at straight time or the actual time worked at the appropriate premium rates, whichever is the greater.
2. All prearranged overtime cancelled with 48 hours of the designated time of work commencement shall require payment of two hours at straight time.
3. All prearranged overtime performed or reported for due to lack of notice of cancellation on Saturdays, Sundays and statutory holidays shall receive a minimum payment of four hours at straight time or the actual time worked at the appropriate premium rates, whichever is the greater.
4. This shall not apply where the overtime period commences on a Saturday, Sunday or statutory holiday, as part of a longer overtime period continuing into the next calendar day.

5. All emergency overtime work shall receive a minimum payment of four hours at straight time or the actual time worked at the appropriate premium rate, whichever is the greater, providing short emergency calls are not repeated within one hour of the completion of a previous call for which the four-hour minimum was paid.
6. If the call-out occurs less than two hours before the commencement of normal starting time, the minimum will not apply and the appropriate premium rate will be paid continuously from the call-out time until normal starting time.

### **18.3 Overtime - Maintenance Trades**

#### **18.3.1 Premium Payments**

Premium payment for overtime which does not include shift work shall be as follows:

1. One and one-half times the employee's basic rate shall be paid for all work performed during the first four clock hours after normal quitting time, Monday to Friday inclusive.
2. Two times the employee's basic rate shall be paid for:  
  
All work performed outside of the first four clock hours after normal quitting time, Monday to Friday inclusive.  
  
All work performed on Saturday, Sunday and statutory holidays.
3. When less than 48 hours' notice has been provided and an extra trip to the work location has been made to work overtime, time shall be counted from the time the employee leaves his/her home until he/she returns.

#### **18.3.2 Overtime Cancellation Payments**

All overtime cancelled within 48 hours of its scheduled commencement shall result in a cancellation payment of two hours at straight time rate except in the following circumstances:

1. Overtime arranged during normal scheduled hours as an extension to those normal scheduled hours requires no cancellation payments.
2. Overtime arranged as an extension before the normal hours of work requires no cancellation payment if cancelled with more than 16 hours' notice prior to its commencement.

### **18.3.3 Overtime Minimum Payments**

All overtime performed, or reported for due to lack of notice of cancellation, shall result in a minimum payment of the greater of four hours at straight time pay or the actual time worked at the appropriate premium rate, except in the following circumstances:

1. Overtime arranged during normal working hours and worked as an extension before and/or after the employee's normal hours of work requires no minimum payment.
2. When short call-outs are repeated within one hour of the completion of a previous call-out for which the minimum was paid, no additional minimum payment is required.
3. For overtime call-outs occurring less than two hours before the commencement of normal starting time, the minimum will not apply and the appropriate premium rate will be paid continuously from call-out time until normal starting time.

### **18.3.4 Special Provisions Concerning Overtime**

**18.3.4.1** Employees who have worked overtime qualify for a rest period based on the following:

1. An employee who is required to work continuously for more than 16 hours, or an employee who accumulates 16 hours of working time in any 24-hour period without a minimum five-hour continuous break between 2300 and 0700 hours, shall be entitled to an eight-hour rest period. Time spent for meals may be deducted from the total elapsed time but is not to be considered as breaking the continuity of the hours worked.

If the rest period extends into the employee's normal scheduled hours of work he/she shall be paid at straight time rates for the portion of the rest period which extends into the normal scheduled hours. This is in addition to the overtime worked.

Should the employee be required to continue working beyond the above 16-hour work periods, the employee shall be paid two times his/her normal basic rate until an eight-hour rest period is granted.

Should an employee be released before 16 hours have elapsed, he/she will not be entitled to an eight-hour rest period, and his/her right to continue work at straight time will be governed by Section 18.1, above.

2. An employee on day work who is required to work 4 but less than 6 accumulative overtime hours between the hours of 2300 and 0700 shall be entitled to a 4 hour rest period.
3. An employee on day work who is required to work 6 or greater accumulative overtime hours between the hours of 2300 and 0700 shall be entitled to an 8 hour rest period.
4. If the rest period in 2 and 3 above extends into the employee's normal scheduled hours of work, he/she shall be paid at straight time rates for the portion of the rest period which extends into the normal scheduled hours. Should the employee be required to continue working during normal scheduled hours, the employee shall be paid at two times his/her normal basic rate until the rest period is granted.

**18.3.4.2** In computing overtime for hourly-rated employees on shift work, excluding stationary engineers, 4th class, one and one-half times the employee's basic rate shall be paid for all work performed during the four-hour period following the scheduled shift and two times the employee's basic rate shall be paid for all work performed during the 12-hour period prior to the start of the scheduled shift, Monday to Friday inclusive. All work performed on Saturday, Sunday and statutory holidays shall be paid at two times the employee's basic rate.

Overtime Weekly-Rated: Janitorial staff shall receive overtime in accordance with the "Premium Payments" section of General Item, Item 18.3 for all work in excess of eight hours in a day.

#### **18.4 Overtime - Regular Part-Time and Temporary Part Time Employees**

Overtime is defined as:

- (a) Hours worked which are in excess of the normal daily hours of the classification. The premium payment for such work is one and one-half times the employee's basic rate for all work performed during the first four clock hours after the normal quitting time of the classification, and two times the employee's basic rate for all work performed outside of the first four clock hours after the classification's normal quitting time.

and/or

- (b) Hours worked in excess of 24 in a week. The premium payment for such work is one and one-half times the employee's basic rate for the first four

hours worked in a day. Two times the employee's basic rate for all work performed in excess of four hours in a day.

and/or

- (c) Unscheduled hours worked on Saturday and Sunday. The premium payment for unscheduled hours worked on Saturday and Sunday is two times the employee's basic rate.

## **18.5 Equivalent Time Off Without Pay**

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

## **19.0 PAYMENT FOR TEMPORARY INSTRUCTION**

### **19.1 Daily Allowance**

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

Instructors assigned beyond thirty consecutive working days will be compensated at the regular Training Technician rate (Grade 65, Step 3), or 6% more than the individual's normal base rate whichever is greater.

Temporary Instructor requirements anticipated to exceed five months in duration but not greater than eighteen months shall be posted as Temporary Instructor vacancies. Compensation will be at the regular Training Technician rate (Grade 65, Step 3), or 6% more than the individual's normal base rate whichever is greater.

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

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

This allowance would not apply to:

- preparing and/or presenting a segment of his/her routine safety meeting
- on the job training given by an employee
- those employees whose normal duties include instruction

- any supervisor who is not removed from his/her normal duties and who receives greater than 5 percent more than those he/she supervises
- normal journeyperson to apprentice relationships
- the evaluation of performance on a specific training project.

## **20.0 HEADQUARTERS**

### **20.1 General**

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

### **20.2 Definitions**

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

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

**Residence Headquarters:** The residence headquarters is that location within which or adjacent to which he/she is expected to reside or is assumed by the IESO to reside for purposes of payment of allowances. Residence Headquarters for Clarkson System Control Centre will be defined as the Metropolitan boundaries of Mississauga.

#### **NOTE**

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

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

### **20.3 Establishment of Headquarters**

### **20.3.1 Work Headquarters**

The IESO may, at its discretion, establish work headquarters in any location for effective administration.

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

**Penalty:** Failure to provide notice as above will require payment of premium<sup>11</sup> rates for work performed from the temporary work headquarters until the notice period has expired.

### **20.3.2 Residence Headquarters**

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

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

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

#### **NOTE**

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

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

#### **NOTE**

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

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<sup>11</sup> Time and one-half for four hours, double time for next four hours.

## **20.4 Change of Headquarters Upon Transfer**

### **20.4.1 Advice of Headquarters**

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

### **20.4.2 Notice of Transfer**

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

### **20.4.3 Duration of Stay in New Residence Headquarters**

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

## **21.0 TRAVELLING TIME OUTSIDE NORMAL WORKING HOURS**

When a supervisor directs employees to travel between one work centre and another work centre, they shall be entitled in any calendar day to payment for travelling at the appropriate premium rate in accordance with conditions governing overtime up to a maximum of the number of hours which constitute a normal work day subject to the following:

1. Overtime will be paid when employees are required to drive an IESO vehicle outside normal working hours unless being used exclusively for their own personal transportation.
2. When travelling by public transportation, travelling time shall be considered to include waiting periods beyond the employee's control up to a maximum of five hours; both preceding, during and subsequent to the travelling period, but excluding meal periods (one hour each) occurring during the waiting period.
3. When a berth or overnight accommodation is allowed and available, compensation shall not be made between 2300 hours and 0800 hours, nor shall the time spent for noon and evening meals (one hour each) be subject to compensation.

4. Normally selection interviews are conducted during employee's normal working hours. However, where it is unavoidable, and an interview is scheduled outside an employee's normal working hours, additional payment will be made at straight time for each hour spent in interviewing or travelling up to a maximum of a normal day's basic pay for each day involved.
5. No compensation for travelling time outside the normal working hours shall be made in the following circumstances:
  - (a) For the first three hours travelling time each way when directed by his/her supervisor to attend a training course away from his/her normal work headquarters for five days or more. Payment for periods beyond the first three hours will be at straight time rates up to maximum of a normal day's basic pay.
  - (b) For attendance at conventions (except where it is part of the employee's normal function).
  - (c) When a change of residence headquarters and related transfer is involved, the employee will normally travel during normal working hours without any loss of base pay. If the employee is required to travel on a regular day off, payment for travelling time will be made at straight time up to a maximum of the number of hours which constitute a normal work day.
  - (d) On periodic return to residence headquarters resulting from a permanent transfer, as outlined in Section 25.0.
  - (e) For a new employee reporting to some administrative centre or station for instruction or training before reporting for work at his/her new location.
6. Where the IESO normally provides transportation facilities between residence headquarters and work headquarters for normal daily hours an employee required to work extension overtime will be provided free transportation to the residence headquarters.

#### **NOTE**

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

## **22.0 COMPENSATION FOR TRAVELLING EXPENSE**

### **22.1 Travel To/From a Temporary Work Headquarters**

When employees are directed to report to work at normal starting time at a temporary work headquarters, the employee will be reimbursed for all reasonable incremental out of pocket expenses associated with being assigned to the temporary work headquarter. The employee shall be accountable for exercising integrity, prudence and judgement when such expenditures are incurred.

In addition to this daily travel expense, when a temporary headquarters is changed for a period of greater than ten (10) days, the employee shall be paid for time spent travelling on the first trip when the work headquarters is changed and the last trip when he/she returns to his/her regular work headquarters.

While an employee is in receipt of benefits under Section 22.0 he/she will not be entitled to any of the provisions as set forth in section 25.0.

### **22.2 Provision of a Vehicle by the Company**

When an employee is directed to work at a temporary work headquarters as in Section 22.1 and the Company provides a vehicle for daily transportation, all reasonable incremental out of pocket expenses associated with travel to and from the temporary work headquarters will be reimbursed. The employee shall be accountable for exercising integrity, prudence, and judgement when such expenditures are incurred.

## **23.0 TRANSPORTATION AND KILOMETRE RATES**

### **23.1 Transportation**

The IESO does not require an employee to own an automobile as a condition of employment.

When transportation is required for an employee on IESO business, management may authorize the employee to use their own automobile at the approved kilometre rate.

If the employee does not elect to use his/her automobile or if he/she does not own one, the IESO will, if necessary, provide alternative transportation, including a vehicle rental, appropriate to the occasion. Normally, the method of travelling is determined by a number of factors, such as the period of time required to travel, the period of time required to conduct business, the most economical method of travelling and the number of employees travelling to the same destination.

## **23.2 Kilometre Rates**

Kilometre rates paid to employees using their automobiles on IESO business shall be the rate published by the Department of Finance, Canada (not to exceed the rate at which it becomes a taxable benefit). The present rate is \$.52/km for the first 5000 kms and \$.46/km beyond 5000 kms. The rate will be adjusted when new rates are published by the Department of Finance.

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

## **24.0 MOVING EXPENSES**

The additional payment for hauling household trailers will be nine cents per kilometre. The payment for hauling smaller trailers (camper, ski-doo, boat, etc.) will be three cents per kilometre.

**24.1** Coverage details are contained in the supplementary document entitled "MOVING EXPENSES FOR PWU MEMBERS" which forms part of this Collective Agreement.

## **25.0 RETURN TO RESIDENCE HEADQUARTERS**

### **25.1 General**

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

Having due regard to the nature, importance, and length of the job and when practicable, the IESO shall, within reasonable limits, reimburse the employee for expenses incurred in returning to his/her residence headquarters once each week. If an employee chooses to remain at the temporary work headquarters, the IESO will pay the lesser of the cost of meals and accommodation or the cost of the return trip to his/her regular work headquarters.

## **25.2 Return to Residence Headquarters on Permanent Transfer**

An employee permanently transferred to a new residence headquarters will be reimbursed for expenses incurred in returning to his/her old residence headquarters once each week until he/she moves his/her family to the new location. The maximum period of entitlement will be four months from the date of transfer to the new residence headquarters unless extension is authorized by the appropriate director.

Entitlement shall cease when the employee moves his/her family to the new location.

All travel time associated with the return to residence headquarters will be outside the employee's scheduled hours of work.

The employee will not be entitled to claim payment for travel time.

## **25.3 Return to Residence Headquarters When Transferred to a Temporary Work Headquarters**

Entitlement will be for the duration of the transfer (subject to postponement as per 25.5.2 below).

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

## **25.4 Assignments to Training Courses**

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

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

## **25.5 Qualifications to Above Policy**

The return trips mentioned in Section 25.1, will be granted subject to the following conditions:

### **25.5.1 Scheduling of Trips**

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

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

### **25.5.2 Postponement of Return to Residence Headquarters**

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

### **25.5.3 Use of IESO Vehicles**

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

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

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

### **25.6 Alternative to Return to Residence Headquarters**

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

## **26.0 BOARD AND LODGING**

### **26.1 General**

The payment or nonpayment of board and lodging (or living-out allowance in lieu thereof) shall be predicated on separation or non-separation from the employee's Residence Headquarters as defined in Part 'A' Item 20.0.

**When Applicable:** Board and lodging allowance is only applicable when the employee is absent from residence headquarters for more than one month.

For periods of time up to one month, the employee is entitled to submit an expense report for actual expense incurred.

## **26.2 Rate of Allowance**

The board and lodging allowance shall be \$45.00 per day.

**Statutory Holidays and Vacation:** Board and lodging will be allowed for statutory holidays.

During annual vacation period, lodging expenses only will be allowed, whenever it is necessary for the employee to retain this lodging for use after vacation, and approval has been obtained from the department head.

### **NOTE**

If, under certain circumstances and local conditions, the standard rate is considered inadequate, and it would result in undue hardship to the employee, a higher weekly limit, commensurate with existing conditions, may be set with the approval of the vice-president or the general manager concerned. In this case, the request must be supported by vouchers.

## **26.3 Absence from Residence Headquarters**

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

When employees are required to work away from their normal headquarters for three consecutive days or more in a week, they shall be entitled to claim \$20.00 in compensation for laundry and long distance telephone calls home. The provisions of this item shall also apply to employees who are in receipt of actual expenses or board and lodging allowance due to change in residence headquarters in accordance with Section 26.4.

## **26.4 Change of Headquarters**

### **26.4.1 Regular Employees - Householders**

A regular employee shall be paid expenses up to a maximum period of four months as follows:

Actual expenses for up to one month from the date of actual transfer to the new location, and thereafter the standard board and lodging allowance until the time the household is moved to the new location.

### **NOTE**

Such an employee must be a householder and entitled to the payment of expenses as outlined in Part 'A' Item 24.0.

**Extension of Allowance:** Payment of any allowance beyond the period of four months must be authorized by the appropriate director.

**Eligible Employees:** Payment of this allowance will be made only to an employee who indicates an intention to move to the new location.

If the employee fails to move within the time limit, any cash allowance paid in lieu of board allowance shall be recovered by the IESO unless the reasons for not moving were beyond the control of the employee and/or the employee actually did board in the new location during this period.

#### **26.4.2 Non-householders**

If not living in IESO-operated quarters, an employee who is a non-householder shall be permitted actual expenses to a maximum of up to one month, after which no allowance will be made.

#### **26.4.3 Attendance at IESO-Operated Training Courses**

Board and lodging shall be provided or board and lodging allowance shall be paid to all employees when attending an IESO operated training course.

### **27.0 JOINT COMMITTEES**

#### **27.1 Joint Health and Safety Consultation**

The parties will consult regularly on corporate level employee health and safety matters. The following two joint committees will be established to facilitate this consultation.

##### **27.1.1 Joint Policy Committee on Health and Safety**

1. Goal

To participate in the formation of health and safety strategy and policy by providing information and opinion from the Union to the IESO's executive on employee health and safety.

2. Personnel

The committee shall consist of a member from the Union Executive and IESO Management. The chair will rotate.

3. Function

- (a) Identify problems and issues of significance which have not been resolved in the Joint Health and Safety Committee.

- (b) Review proposed initiatives and advise the IESO executive.
- (c) Evaluate existing policy and advise the IESO executive on recommended changes. This function applies particularly to safety rules and work protection code.
- (d) Develop Joint Policies on Health and Safety
  - i) Authority to Stop Work.
- (e) The committee will meet once a year or as mutually agreed.

### **27.1.2 Joint Health and Safety Committee**

#### 1. Goal

- (a) Carry out the responsibilities of the Joint Health and Safety Committee as required by the Occupational Health and Safety Act.

#### 2. Personnel

- (a) Manager, with accountability for Health and Safety and one other management staff.
- (b) Two PWU members selected by the Union.

#### 3. Function

- (a) Identify situations that may be a source of danger or hazard to workers.
- (b) Make recommendations to the employer and the workers for the improvement of the health and safety of workers.
- (c) Recommend to the employer and the workers the establishment, maintenance and monitoring of programs, measures and procedures respecting the health or safety of workers.
- (d) The committee will normally attempt to resolve issues of mutual interest before seeking intervention by senior management or the Joint Policy Committee on Health and Safety.
- (e) The committee will meet once every three months or more often as mutually agreed.

### **27.1.3 Joint Trades Classification Committee**

A joint committee shall be established on the following basis. This committee will be terminated when the Job Evaluation Project has been approved.

1. Name: Joint Trades Classification Committee.
2. Personnel: Maximum of two appointees from each party.
3. Function: To study and formulate descriptions and duties of all hourly-rated and weekly-rated trade classifications but not to produce a job evaluation or ranking system.
4. Limits of Authority: The committee shall work within the recommendations, preamble and occupational format agreed to previously.

The results of this committee's activity shall be subject to acceptance and ratification by the Union and the IESO at the negotiating level.

5. A copy of all occupational definitions will be made available to each employee through his/her contact supervisor.
6. The Joint Trades Classification Committee shall ensure that duties for trades jobs are defined. Their focus will be on the development of documents describing job duties, and will not consider or establish compensation for these jobs. There is a need for direct line management involvement to determine current and future duties. The Committee should also work towards developing a system which will allow definitions/documents to be produced quickly and easily to facilitate responsiveness to changing needs.

#### **27.1.4 Joint Employment Equity Committee**

1. Goal: To participate in the formation of employment equity strategy and policy by providing information and opinion to the FASC on employment equity issues.
2. Personnel: (a) The committee will be structured to provide broad representation from the IESO and the PWU. Up to two positions will be made available to be shared equally between the PWU and the IESO. (b) The PWU and the IESO will be allowed staff advisors as required.
3. Function: Review and recommend actions to the FASC consistent with the goals of this committee.

#### **27.1.5 Employee and Family Assistance Committee**

Goal: Provide recommendations to assist the Company in the development, implementation and evaluation of employee and family assistance policy and programs.

Participate in the development, promotion and implementation of employee and family assistance programs.

### **28.0 DISTRIBUTION OF AGREEMENT AND WAGE SCHEDULES**

This Agreement shall be made available electronically as soon as practicable after the date of signing. Fifty (50) pocket size paper copies will be made available to the Union office.

### **29.0 JOINT WEEKLY-SALARIED JOB SURVEY MANUAL**

This manual is a supplement of the Collective Agreement and its provisions shall apply as if set forth in full herein or as amended by the parties in accord with the terms of reference as agreed to by the parties in Mid-Term Agreement.

### **30.0 TIME CHARGES AND EXPENSES - UNION ACTIVITIES**

#### **30.1 Time Charges and Expenses - Union Representatives**

Time off and expenses for Union officers will be granted in accordance with Mid Term Number 5 (IESO-5).

#### **30.2 Time Charges and Expenses for Employees On Union Business**

Time off and expenses for employees on Union Business will be granted in accordance with Mid Term number 5 (IESO-5).

## **31.0 PERSONAL TOOLS**

### **31.1 General**

Employees in trade categories and designated weekly-salaried categories will provide at their own expense, the ordinary hand tools of the trade. These tools are listed in the appropriate occupational definition/job document and must be of at least industrial quality, which permits employees to perform their work safely, efficiently and to the standard ordinarily demanded in any given trade. (Owing to the marked differences in the nature of work performed by employees who are classified in the same trade category, it is unreasonable to expect a tradesperson to possess or have on the job, every tool listed for his/her trade. Learners and Improvers must acquire any of the tools listed as and when his/her work demands their use. Employees are encouraged to buy tools which carry a lifetime guarantee.) Tools which are required for equipment of special types, which are peculiar to certain locations as well as tools that fall in the class of shop equipment, will be supplied and maintained by the IESO. These, and similar types of tools, have been purposely omitted from the lists.

### **31.2 Tool Replacement/Upgrading**

Each employee, as described in 32.1, will be allowed 8% of the personal tool list retail price calculation per calendar year for tool replacement or upgrading based on his own tool list as defined in the Occupational Definition. A minimum allowance of \$50.00 per year for each employee in each classification is available. For those entitled to the minimum allowance of \$50.00, the unused portion for one year may be carried forward to the following year to a maximum of \$50.00.

To qualify for any reimbursement receipts must be accumulated and submitted for amounts in excess of \$50.00. For amounts of less than \$50.00 these receipts should be submitted at the end of the year.

### **31.3 Loss by Fire or Theft**

Personal tools which are stolen, are destroyed or damaged by fire to an extent which renders them unusable, will be replaced by the IESO. These losses must be incurred in the exercise of IESO business and on IESO property, except where they occur on or at non-IESO locations in the exercise of IESO business. Small or inconsequential losses would be recovered through 31.2.

## **32.0 SPECIAL CLOTHING FOR EMPLOYEES**

### **32.1 General Policy Regarding Work Clothing**

Except where provided by the IESO in accordance with this Collective Agreement, employees must provide at their own expense suitable clothing for the performance of their regular duties. In general, clothing must be suitable for the safe and efficient performance of the work but need not be uniform in appearance.

### **32.2 Special Clothing That May Be Provided at Company Expense**

Subject to certain conditions outlined herein, special clothing may be obtained at the expense of the IESO for issuance to employees under the following conditions:

#### **32.2.1 Uniforms**

The IESO shall supply uniforms, at no cost to the employee, where they are required to be worn or where uniform appearance is required as in the case security guards.

#### **32.2.2 For Work Outside of the Employee's Regular Routine Duties**

A limited number of rainproof coats and hats may be obtained and kept available for persons who normally work indoors but who are occasionally required to work out of doors under adverse weather conditions, as for example when working during emergencies. Clothing supplied at stations should be limited to one or two coats and hats, depending upon the number of employees.

#### **32.2.3 For Normal Work Which Must be Performed Occasionally, Under Extreme Conditions**

Hip or knee length rubber boots and weatherproof coats and hats may be obtained and issued temporarily to maintenance workers and labourers when required to work in extremely wet locations or under adverse weather conditions.

One or two rainproof coats and hats, depending upon the number of employees involved, may be provided for each maintenance truck or gang for use in emergencies when workers could not be reasonably expected to have protective clothing available at all times.

#### **32.2.4 For Work Involving Exposure to Materials that are Injurious to Health and Particularly Destructive of Clothing**

Rubber boots, aprons and gloves of an approved material may be provided for employees when handling acids for batteries, cleaning transformer coils or for other work which is similarly destructive of clothing.

Because of the fire hazard in welding and the destructive nature of the work, welders' aprons, armlets and gauntlets may be provided.

### **32.2.5 To Promote Safety**

Safety headgear, eye protection, rubber gloves (electrical), and similar items which are designed exclusively for the safety of employees and the wearing of which is made obligatory on certain types of work, will be provided by the IESO.

Approved eye protection shall be supplied to individual prescription to all employees who normally wear glasses and are required to wear eye protection for an appreciable amount of time in the performance of their duties.

Special footwear will be provided for the safety of workers when required to work under icy, slippery or otherwise hazardous conditions.

Safety Footwear:

I Employees required to wear protective footwear will be reimbursed as follows:

A deductible of twenty-five per cent (25%), to a maximum of \$25.00, will apply to each purchase of CSA Approved Electrical Shock Resistant (ESR) footwear as described in paragraphs 1 and 2 below. The dollar limits (actual cost) are:

- (1) A dollar limit of \$150.00 for each pair will apply to others who choose or are required to wear CSA approved ESR protective footwear (subject to the deductible).
- (2) Others who choose not to wear approved ESR protective footwear, will be reimbursed fifty per cent (50%) of the actual cost, up to a maximum reimbursement of \$75.00 per pair.

II Employees who are not required to wear protective footwear:

Employees who purchase safety footwear will be reimbursed thirty-three and one-third percent (33-1/3%) of the actual cost up to a maximum reimbursement of \$20.00 per pair subject to the approval of the appropriate manager or supervisor.

#### **NOTE**

Temporary employees will be reimbursed for a maximum of one pair in each six-month period.

A limit of two pairs of safety shoes or boots per person will be subsidized in a calendar year.

These actual cost maximums include applicable taxes.

### **32.2.6 Special Conditions**

Requests for items of clothing not mentioned but which might be reasonably supplied under the conditions set forth herein will be considered, each case on its own merits.

### **32.3 Issuance, Care of, and Responsibility for Clothing Provided by the IESO**

In order that the use obtained from clothing purchased by the IESO may justify the expenditure, the following shall be carefully observed:

1. Except in isolated cases, special clothing must not be issued to any one employee for exclusive use but must be kept available for any employee who may require it for IESO purposes mentioned herein.
2. All clothing furnished by the IESO will remain the property of the IESO and must be clearly and prominently marked for easy identification.
3. Where loss or destruction of IESO clothing issued to an employee occurs as a result of carelessness on the part of the employee, the employee will be required to make good such loss.

### **33.0 RETURN OF IESO PROPERTY**

It is agreed that employees whose employment terminates with the IESO shall be responsible for the return of any IESO property issued to them during the term of their employment. Failure to return such property shall result in the IESO deducting its current value from any monies owing to the employees.

### **34.0 BI-WEEKLY PAY DAYS**

**34.1** Salaries and wages of all employees throughout the IESO covered by this Agreement shall be once every week on the third Thursday following completion of the pay period. Effective with the implementation of bi-weekly pay, pay will be once every two weeks. This payment will be by direct deposit to one account designated by the employee in a Canadian financial institution with a Canadian Payment Association (CPA) serviceability code of 1 or 2. (CPA serviceability code definitions in effect June 5, 1991 or subsequent code numbers providing equivalent accessibility). The IESO is responsible for the cost of depositing these funds to the employee's account.

The implementation of direct deposit pay will be phased in for PWU members. It is the responsibility of the employee to inform the IESO of any changes to the designated account 14 days in advance of the payment date. Any errors in

employee payment that result from employee provision of incorrect account information or the late provision of changed account information are solely the responsibility of the employee.

**34.2** Existing employees who were paid the equivalent of one week's base pay during the transition from weekly pay to weekly direct deposit pay will have the amount of this one week payment deducted from their final payment of salaries and wages from the IESO (i.e., termination, retirement, etc.)

### **35.0 ON-CALL PROVISIONS**

Security Guards, hourly rated mechanics and electricians may be placed on on-call, as required, outside of their regular working hours. On-call requires that an employee holds himself/herself readily available within a reasonable period of time outside of normally scheduled hours. When required, one or more employees shall be delegated, on a weekly or weekend basis. Work so delegated will be equitably rotated amongst qualified staff. Because of their limited numbers and the resultant increased frequency, the security guards, hourly rated mechanics and electricians are allowed up to a maximum of two (2) hours between time they are called and the time when they report to work. Mechanics and electricians will be assigned to on-call duty only if sufficient volunteers cannot be obtained. On-call for Security Guards will be on a voluntary basis.

When an employee is on-call a paging device will be supplied where such service is available and experience in that area has proven it will provide a reliable service.

#### **Payment for On-Call**

The rate of pay for on-call is to be computed one half (1/2) hour at the employee's base hourly rate or relief rate per day, except for Saturdays, Sundays and Statutory Holidays when the rate will be one (1) hour at the employee's base hourly rate or relief rate per day. This rate includes payment for the use of the employee's telephone. An employee required to report for work while on-call shall be paid for his/her working time in accordance with the standard regulations governing overtime work, including the regulation governing work performed on a "short-call" basis.

## **PART B**

### **MAINTENANCE TRADES**

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## **PART B**

### **MAINTENANCE TRADES**

#### **Specific Matters of Agreement**

##### **1.0 WAGES**

Wage rates shall be in accordance with the wage schedules which are part of this Agreement.

##### **2.0 SHIFT WORK**

Shift work may be established under the following conditions:

1. During abnormal or emergency conditions.
2. Conditions other than in 1 above require agreement by the appropriate Union Chief Steward.
3. IESO Hourly-Rated Employees.
4. The procedures for establishing shift work in accordance with 1. and 2. above are as follows:
  - (a) Staff shall be assigned to the work for which the shift was established. Staff assigned to other work for a period of greater than one hour per shift shall be paid at two times the employee's normal base rate for the period worked in excess of one hour in that shift.
  - (b) Such rescheduling is not to be considered for the performing of ordinary routine maintenance except as described in Part 'B', Item 2.0.1.
  - (c) In the case of abnormal or emergency conditions, three days' advance notice and, in the case of major rehabilitation work and other conditions as agreed to in Part 'B', Item 2.0.1, seven days' advance notice of the commencement date shall be given to the employee by his/her supervisor. Shift shall commence on the day specified or within the following two days.

In the case of illness, which would result in a staff shortage, four (4) days' advance notice will be given when placing an employee on shift.

If the appropriate advance notice of the commencement date has not been given, premium time shall be paid for all work outside the normal scheduled hours until three or seven days have elapsed after notice has been given. If shifts do not commence on the specified days, nor within the following two days, actual commencement shall be considered a change in normal scheduled hours and subject to all the principles of establishing shift work.

- (d) Three-shift work for normal day workers shall be established for a minimum period of three days or more on an eight-hour shift basis commencing on any day in the week.
- (e) The appropriate premium rates shall be paid for work in excess of eight hours on a daily shift basis, Monday to Friday, inclusive.

The appropriate premium rates shall be paid for all scheduled work on Saturdays, Sundays and statutory holidays.

- (f) Subject to the same notice and conditions for three-shift work, two-shift work may be introduced on either an eight hour or ten hour basis.

Shift work on a ten hour basis shall be established in accordance with a Mid-Term.

- (g) Change in shift conforming with the preceding regulations shall be deemed to be a change in normal scheduled hours.
- (h) Shift work will be equitably rotated amongst qualified staff with each shift being rotated on a weekly or bi-weekly basis.
- (i) Prior to implementation of shift work, a schedule shall be posted and a copy shall be given to the appropriate steward stating the group, the reason for shift work and the estimated length of the work period involved.
- (j) Employees on shift work shall have a paid meal period and shall eat their meal during the shift hours as conditions permit.

5. The procedures for establishing shift work in accordance with 3. above are as follows:

- (a) In order to establish shifts, it shall not be necessary to have a continuity of the same specific operation.

- (b) Seventy-two hours' notice shall be given in writing stating the group and the estimated length of the work period involved. A copy of the notice shall be forwarded to the Chief Steward of the Union.
- (c) If the work period is for three working days or less, the appropriate premium rate shall be paid.
- (d) For periods of longer than three working days for which the 72 hours' notice has been given, the appropriate shift differential shall be paid.
- (e) Work performed on Saturdays, Sundays and statutory holidays shall be at the appropriate premium rate.
- (f) IESO tradespersons on afternoon shift will be paid straight time for the one hour of normal working time between 0000 hours (midnight) Friday and 0100 hours Saturday morning.

### **3.0 SHIFT DIFFERENTIALS**

Shift differentials shall apply to employees required to work on a three-shift schedule or a two-shift schedule. The first part of a three-shift or a two-shift schedule shall begin at normal starting time.

A shift differential of 60 cents per hour shall be paid to employees who are scheduled to work between the hours of 1600 and 2400.

A shift differential of 80 cents per hour shall be paid to employees who are scheduled to work between the hours of 0000 to 0800.

For Regular part-time and Temporary part-time employees, shift differential is not applicable when the shift starts and ends between the hours of 0700 and 1800.

The wage schedule rates for the following classifications are deemed to include full payment for the normal hours and days of work as shown in their schedule and shift differentials shall not apply:

Janitor 'AA'

Janitor 'A'

The appropriate shift differential shall be paid for the first eight hours of each scheduled shift on any regular scheduled day of work and shall not apply for any overtime hours. When premium time is involved for payment of shift work, the premium rate shall be computed on the standard basic rate, excluding shift differential [see Subsection 2.0.4(e)].

## **4.0 PAYMENT OF MEALS**

### **4.1 Conditions Governing Allowance for Meals**

Recognizing the fact that employees are required to provide their own meals the following conditions will apply:

1. The IESO shall not require an employee to carry or provide more than one meal on a day when work is performed.
2. Wherever possible, supervisors shall notify employees who do not normally carry a lunch of the necessity to carry a lunch the following day.
3. If an employee is sent away from headquarters in an emergency without sufficient notice for him/her to provide and take his/her own lunch, the IESO will pay the cost of the employee's noon day meal.
4. If an employee is required to continue working beyond a normal day, the IESO will provide the employee's meal after two hours or more and every four hours thereafter while the employee continues working.
5. If an employee is required to work extended periods of overtime, Monday to Friday inclusive, the IESO shall pay the cost of the employee's meal on approximately a four-hour interval basis.
6. If an employee is called out to work extended periods of overtime on Saturday, Sunday or statutory holidays without forewarning, the IESO shall pay the cost of the employee's meal on approximately a four-hour interval basis. If forewarned, the employee shall carry or provide the first meal and the IESO shall pay the cost of any further meals on approximately a four-hour interval basis.
7. When overtime has been scheduled in advance, a meal period will be allowed and no time will be paid for this period. When the overtime is not scheduled in advance, no time will be deducted if employees eat at the job site in a minimum of time.
8. In the conditions outlined in 3., 4., 5. and 6., the IESO will either bring the meal to the employee or release him/her from duty long enough to secure and eat it. Where necessary, the IESO will provide transportation for this purpose.

9. It is recognized that between the hours of midnight and normal starting time, it may not be feasible for the IESO to provide a hot meal and the employee may not feel the need for one. In such cases, sandwiches and hot soup or a hot beverage shall be considered as fulfilling the requirement of a meal.

#### **4.2 Meals**

The IESO will pay for an employee's meal under the following conditions:

1. It is specified by the IESO/PWU Collective Agreement.
2. The employee is on an "out of town" assignment.
3. The employee is dining with a non-IESO employee and conducting IESO business.
4. The employee is dining with an "out of town" employee and is conducting IESO business.
5. As a result of IESO business the employee purchases a meal that would not have been purchased otherwise.

#### **5.0 TRAVELLING TIME TO AND FROM THE JOB**

Hourly-rated employees shall travel from their headquarters to and from the job on IESO's time. The word "headquarters" shall be for the purpose of this item "where the employee normally reports for work".

#### **6.0 JOURNEYPERSON "AA"**

A journeyperson tradesperson who is required to work at another trade requiring skills of a level equal to or greater than his/her own trade shall be entitled to journeyperson 'AA' rating for a minimum of eight hours.

If a journeyperson tradesperson receives the journeyperson 'AA' rate for any part of a day during 40 days or more in any calendar year, he/she will be appointed and paid as a journeyperson 'AA' for that entire calendar year.

If the journeyperson 'AA' rate is paid for more than 50% of a calendar year to the members of a crew, for a specific trade, one of the members of the crew will be appointed and paid as a journeyperson 'AA' for that entire calendar year.

Journeyperson "AA" will not be applicable to Regional Maintainer classifications.

## **7.0 SUPERVISORY RESPONSIBILITIES**

Many factors are involved in trades supervision. The depth of involvement in these factors defines the level of supervision required. There are three levels of regular supervision within union jurisdiction. These are: union trades supervisor - level 3, union trades supervisor - level 2 and union trades supervisor - level 1. The responsibilities associated with each of these levels are set out in the "Trades Responsibilities and Supervisory Criteria" dated July 15, 1968, which is an appendix to this Agreement.

### **7.1 Tradesperson Responsibilities**

A tradesperson is required to exercise judgment and control over his/her own actions so that the assigned work may be performed safely, efficiently, and effectively, and with consideration of its effect on others.

In a work situation, a journeyman will be responsible only for his/her own work and the work and training of one apprentice or helper. However, for the purposes of training, a journeyman may be required to teach trade skills of a specific task to more than one apprentice or journeyman at one time. During such a teaching situation, the journeyman is responsible, only, for the demonstration of trade skills and not for the work of the apprentices or journeyman involved.

Related to the above, a "helper" is a person of lower classification than the tradesperson he/she is assisting; and "apprentice" is a person of lower classification than journeyman progression in a trade.

### **7.2 Supervisory Responsibilities of a Union Trades Supervisor - Level 3**

A union trades supervisor - level 3 supervises an assigned crew on specific jobs and does so for periods up to two days without face-to-face contact with his/her supervisor who will carry out the higher responsibilities of the job. Less frequent contact requires that the union trades supervisor - level 3 be paid at the appropriate supervisor rate. He/she performs physical work activities. This classification is paid at a rate which is eight percent (8%) above the journeyman rate of his/her trade or eight percent (8%) above the journeyman rate of the highest trade supervised, whichever is the greater.

For the purposes of this item, if either the supervisor or the employees being supervised are receiving a Journeyman "AA" rate, this rate will be used in determining the appropriate Union Trades Supervisor rate.

### **7.3 Supervisory Responsibilities of a Union Trades Supervisor - Level 2**

A union trades supervisor - level 2 supervises staff on a continuing basis to carry out a given work program. He/she performs physical work activities. This classification is paid at a rate which is 17 percent (17%) above the journeyman rate of his/her trade or 17 percent (17%) above the journeyman rate of the highest trade supervised, whichever is the greater.

For the purposes of this item, if either the supervisor or the employees being supervised are receiving a Journeyman "AA" rate, this rate will be used in determining the appropriate Union Trades Supervisor rate.

### **7.4 Supervisory Responsibilities of a Union Trades Supervisor - Level 1**

A union trades supervisor - level 1 performs the complete supervisory responsibilities over a trade staff. He/she performs physical work activities. This classification is paid at a rate which is 22 percent (22%) above the journeyman rate of his/her trade or 22 percent (22%) above the journeyman rate of the highest trade supervised, whichever is the greater.

For the purposes of this item, if either the supervisor or the employees being supervised are receiving a Journeyman "AA" rate, this rate will be used in determining the appropriate Union Trades Supervisor rate.

### **7.5 Supervisory Responsibilities of a Management Supervisor**

A management supervisor's responsibilities are of a supervisory nature as described in the Trades Responsibilities and Supervisory Criteria. Normally, they must not take the place of skilled workers. In the event that an emergency work condition arises, skilled help should be called in. However, where suitable skilled help is not available at the required time, supervisors are expected to perform whatever duties are necessary. The foregoing is not intended to prohibit the supervisor from using the tools of the trade for training purposes.

## **8.0 PAYMENT FOR TEMPORARY SUPERVISION**

Overall supervision of a crew is provided by a supervisor and/or union trades supervisor - level 3 carrying out the appropriate responsibilities set out in 7.2 to 7.5. However, a crew may be assigned a task without a regular supervisor in attendance, in which case a temporary supervisor may be appointed. In such instances, any responsibility for supervision must be assigned, it cannot be assumed. When so assigned, the level of supervision to be performed and paid must be designated in accordance with Section 7.0, above.

Employees shall not be held accountable for more than journeyman responsibilities that have not been assigned.

Where no regular supervisor is on a job the following shall apply:

1. Where a journeyperson is responsible for one helper or one apprentice, there shall be no payment for supervision.
2. Where two journeypersons are working together and each is responsible for his/her own work, there shall be no payment for supervision. However, where a journeyperson is held responsible for the work of another tradesperson, other than a helper, he/she shall be appointed and paid as a lead hand or union trades supervisor - level 3. A lead hand shall be paid for assigned responsibilities in excess of two hours per day, in which case he/she shall be paid five percent (5%) above the journeyperson rate of his/her trade, or five percent (5%) above the journeyperson rate of the highest trade supervised, whichever is greater, for a minimum of four hours, or the actual hours worked as a lead hand, whichever is greater. Lead hand responsibilities are as appended to the "Trades Responsibilities and Supervisory Criteria" document.
3. Where a group of employees are working at a location on jobs which are independent of one another and planned by a supervisor so that no coordination of their activities is required, additional supervision will not be required.

Where the job is being performed by three or more employees, one of them shall be appointed and paid as a union trades supervisor - level 3 or level 2. In such cases if he/she supervises for more than two hours in a day he/she shall be paid the supervisor rate for a minimum of four hours or the actual hours he/she supervises, whichever is greater.

### 8.1 Schedule of Payment for Relief Supervision in an Established Position

The following schedule shows the rate to be paid for employees relieving a supervisor. The column figures represent the percentage to be paid above the basic journeyperson rate.

<b>Classification Performed</b>			
<b>Regular Classification</b>	<b>Level 3 Supervisor</b>	<b>Level 2 Union or Management Supervisor</b>	<b>Level 1 Union or Management Supervisor</b>
Journeyperson	8	17	22
Level 3 Supervisor		17	22
Level 2 Supervisor		17	22
Level 1 Supervisor			22

## **9.0 CLOTHING**

### **9.1 Issue of Gloves to Tradespersons**

The IESO will issue gloves to building maintenance crews and all associated personnel regularly working with these crews, subject to the following:

1. The employee will be required to purchase the first pair of gloves, whether summer or winter type, providing he/she has not already been participating.
2. The issue of new gloves will be controlled by the supervisor.
3. A pair of worn-out gloves may be exchanged for a new pair.
4. The Union will exercise its influence to promote economy in the operation of this plan.

### **9.2 Laundering and/or Supplying Clothing**

When the supervisor in charge of a work crew deems a specific job dirty for the particular trade function, he/she shall either:

1. Authorize laundering of the employee's work clothing, or
2. Issue coveralls or other suitable clothing during the period in which this job is being performed.

## **10.0 ACTING IN VACANCIES**

All acting positions are to be limited to 90 days unless extensions are agreed to by the IESO and the Chief Steward of the Union. Pending the arrival of the successful applicant and his/her assuming of the normal duties, the acting incumbent who is performing the normal duties and responsibilities of an "acting" position shall receive the rate for the position.

## **11.0 ASSIGNMENT TO A HIGHER-RATED CLASSIFICATION**

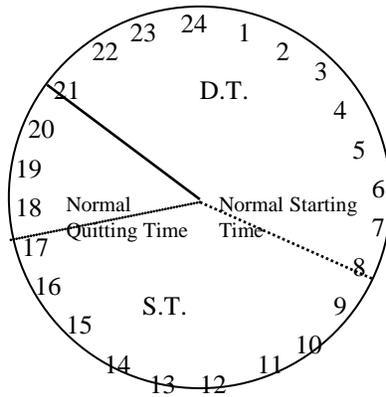
An employee who is presently in the top step of his/her job when temporarily stepped up to work in a higher-rated classification, shall receive the top rate of that classification.

## **12.0 CONTRACT MONITORING**

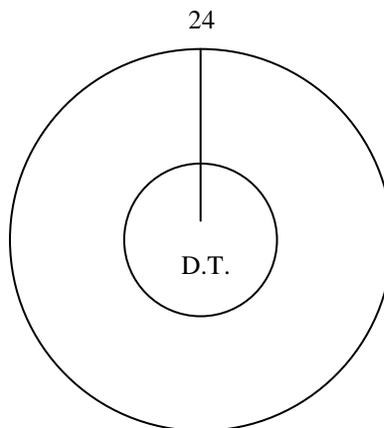
Employees required to monitor the quantity, quality and/or safety of contractors work shall be paid five percent (5%) above the journeyman rate of his/her trade. This rate will not be applicable to Regional Maintainer classifications.

# OVERTIME TABLE - HOURLY RATED EMPLOYEES

## Monday to Friday



## Saturday, Sunday, & Statutory Holiday





**Independent Electricity System Operator/  
 Power Workers' Union Collective Agreement  
 Wage Schedule 26  
 Working Supervisors  
 - Dollars per Hour -**

<b>Schedule 25</b>		<b>Group 1</b>		<b>Group 2</b>	
<b>Trade Group</b>	<b>Grade</b>	<b>Step 1</b>		<b>Step 2</b>	
01	01	40.51		42.24	
02	02	39.20		40.87	
03	03	37.48		39.08	
04	04	35.78		37.31	
05	05	32.42		33.81	

<b>Schedule 28</b>		<b>Group 1</b>		<b>Group 2</b>	
<b>Trade Group</b>	<b>Grade</b>	<b>Step 1</b>		<b>Step 2</b>	
01	21	43.75		45.62	
02	22	41.16		42.92	

These grades are applicable to PWU Supervisors who supervise employees paid from Schedules 25 and 28 and for union members who relieve in Trades Supervisory positions.

Group 1 is the hourly rate for union Supervisors Level 2. It is also applicable to union members relieving in union Supervisors Level 2 positions or union members relieving in Level 2 Trades Supervisory Positions. Rate is based on PWU Journey person Rate, Regional Maintainer 1 Rate or WSD Civil Maintainer 1 Rate x 1.17.

Group 2 is the hourly rate for union Supervisors Level 1. It is also applicable to union members relieving in union Supervisors Level 1 positions or union members relieving in Level 1 Trades Supervisory Positions. Rate is based on PWU Journey person Rate, Regional Maintainer 1 Rate or WSD Civil Maintainer 1 Rate x 1.22.

**Independent Electricity System Operator/  
 Power Workers' Union Collective Agreement  
 Wage Schedule 28  
 Regional Maintainers  
 Workplace Services Division (WSD) Civil Maintainers  
 - Dollars per Hour -**

Grade	Trade	LEARNER				IMPROVER		REGIONAL MAINTAINER 2		REG MAIN 1	UTS LVL 3
		Step 0	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9
		<b>01</b>	Regional Maintainer - Electrical Regional Maintainer - Mechanical	20.77	22.50	24.23	25.97	27.70	31.16	34.62	36.00
								REGIONAL or WSD			UTS
								MAIN 2	MAIN 1		LVL 3
		Step 0	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7		Step 9
<b>02</b>	Regional Maintainer - Civil WSD Civil Maintainer	20.10	21.78	23.45	25.13	27.47	30.35	33.50	35.18		37.99

NOTES:

Progressions are on 6 month intervals until Step 4 is reached and are then on an anniversary basis until the Maintainer 1 level is reached.

Regional Maintainer classifications are only applicable in Retail, Grid and Hydroelectric Business Units.

All progressions shall be in accordance with Item 3 of Part A.



**Independent Electricity System Operator/  
Power Workers' Union Collective Agreement  
Wage Schedule 25 - Trades  
- Dollars Per Hour -**

<u>Grade/ Group</u>	<u>Trade</u>	<u>LEARNER</u>			<u>IMPROVER</u>			<u>J'PER</u>	<u>UTS</u>	
		<u>Step 0</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>	<u>AA</u> <u>Step 7</u>	<u>LVL 3</u> <u>Step 8</u>
01	Electrician Fitter Mechanic Instrument Mechanic Mechanic 'A" P.M. Electrician 'A' Welder 'A'	21.40	23.18	24.96	26.75	28.53	32.09	35.66	37.44	38.51
02	Building Mechanic Carpenter Mechanic 'B' (1) Meter Mechanic P.M. Electrician 'B'	20.71	22.43	24.16	25.88	28.30	31.27	34.51	36.24	37.27
03	Mechanic 'C' (1) Regional Site Maintenance Person Assistant Power Maintenance Electrician IMO Site Maintainer	<u>LEARNER</u>		<u>IMPROVER</u>		<u>J'PER</u>				
		20.19	22.33	24.48	28.44	32.99		34.64	35.63	
04	Maintenance Worker	<u>LEARNER</u>		<u>IMP'R</u>	<u>J'PER</u>					
		20.22	22.37	24.51	31.50			33.08	34.02	
05	Handyperson (4)				<u>J'PER</u>	<u>UTS</u>				
					<u>AA</u>	<u>LVL 3</u>				
		<u>STEP 1</u>	<u>STEP 2</u>	<u>STEP 3</u>	<u>STEP 6</u>	<u>STEP 7</u>				
		20.21	25.89	28.54	29.97	30.82				
08	Labourer (6)				<u>UTS</u>	<u>SUPV</u>				
					<u>LVL 3</u>	<u>LVL 2</u>				
		<u>STEP 0</u>	<u>STEP 1</u>	<u>STEP 2</u>	<u>STEP 3</u>	<u>STEP 4</u>				
		20.21	23.36	25.96	28.04	30.37				

Notes:

- 1 Advancement from Mechanic C to B to A is not automatic
  - 4 First increase six months after starting date
  - 6 Progressions are on six (6) month intervals until Step 2 is reached
- Note: In the Trades' Schedule when an employee not at the maximum rate for his/her group is regraded, he/she will receive the rate of the corresponding year in the higher group and retain the same progression date.
- All progressions shall be in accordance with Item 3 of Part A.

**Independent Electricity System Operator/  
 Power Workers' Union Collective Agreement  
 Wage Schedule 26  
 Working Supervisors  
 - Dollars per Hour -**

<u>Schedule 25</u>		<u>Group 1</u>	<u>Group 2</u>
<u>Trade Group</u>	<u>Grade</u>	<u>Step 1</u>	<u>Step 2</u>
01	01	41.72	43.51
02	02	40.38	42.10
03	03	38.60	40.25
04	04	36.86	38.43
05	05	33.39	34.82
<u>Schedule 28</u>		<u>Group 1</u>	<u>Group 2</u>
<u>Trade Group</u>	<u>Grade</u>	<u>Step 1</u>	<u>Step 2</u>
01	21	45.06	46.98
02	22	42.40	44.21

These grades are applicable to PWU Supervisors who supervise employees paid from Schedules 25 and 28 and for union members who relieve in Trades Supervisory positions.

Group 1 is the hourly rate for union Supervisors Level 2. It is also applicable to union members relieving in union Supervisors Level 2 positions or union members relieving in Level 2 Trades Supervisory Positions. Rate is based on PWU Journey person Rate, Regional Maintainer 1 Rate or WSD Civil Maintainer 1 Rate x 1.17.

Group 2 is the hourly rate for union Supervisors Level 1. It is also applicable to union members relieving in union Supervisors Level 1 positions or union members relieving in Level 1 Trades Supervisory Positions. Rate is based on PWU Journey person Rate, Regional Maintainer 1 Rate or WSD Civil Maintainer 1 Rate x 1.22.

**Independent Electricity System Operator/  
 Power Workers' Union Collective Agreement  
 Wage Schedule 28  
 Regional Maintainers  
 Workplace Services Division (WSD) Civil Maintainers  
 - Dollars per Hour -**

Grade	Trade	LEARNER				IMPROVER		REGIONAL MAINTAINER 2		REG MAIN 1	UTS LVL 3
		Step 0	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9
		<b>01</b>	Regional Maintainer - Electrical Regional Maintainer - Mechanical	21.40	23.18	24.96	26.75	28.53	32.09	35.66	37.09
								REGIONAL or WSD			UTS
								MAIN 2	MAIN 1		LVL 3
		Step 0	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7		Step 9
<b>02</b>	Regional Maintainer - Civil WSD Civil Maintainer	20.71	22.43	24.16	25.88	28.30	31.27	34.51	36.24		39.14

NOTES:

Progressions are on 6 month intervals until Step 4 is reached and are then on an anniversary basis until the Maintainer 1 level is reached.

Regional Maintainer classifications are only applicable in Retail, Grid and Hydroelectric Business Units.

All progressions shall be in accordance with Item 3 of Part A.



**Independent Electricity System Operator/  
Power Workers' Union Collective Agreement  
Wage Schedule 25 - Trades  
- Dollars Per Hour -**

Grade/ Group	Trade	LEARNER			IMPROVER			J'PER	UTS	
		Step 0	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	AA Step 7	LVL 3 Step 8
01	Electrician Fitter Mechanic Instrument Mechanic Mechanic 'A" P.M. Electrician 'A' Welder 'A'	22.04	23.87	25.71	27.55	29.38	33.06	36.73	38.57	39.67
02	Building Mechanic Carpenter Mechanic 'B' (1) Meter Mechanic P.M. Electrician 'B'	21.33	23.11	24.89	26.66	29.15	32.21	35.55	37.33	38.39
03	Mechanic 'C' (1) Regional Site Maintenance Person Assistant Power Maintenance Electrician IMO Site Maintainer	LEARNER		IMPROVER		J'PER				
		20.80	23.00	25.21	29.29	33.98		35.68	36.70	
04	Maintenance Worker	LEARNER		IMP'R	J'PER					
		20.83	23.04	25.25	32.45			34.07	35.05	
05	Handyperson (4)				J'PER	UTS				
					AA	LVL 3				
		STEP 1	STEP 2	STEP 3	STEP 6	STEP 7				
		20.82	26.67	29.40	30.87	31.75				
08	Labourer (6)				UTS	SUPV				
					LVL 3	LVL 2				
		STEP 0	STEP 1	STEP 2	STEP 3	STEP 4				
		20.82	24.07	26.74	28.88	31.29				

Notes:

- 1 Advancement from Mechanic C to B to A is not automatic
  - 4 First increase six months after starting date
  - 6 Progressions are on six (6) month intervals until Step 2 is reached
- Note: In the Trades' Schedule when an employee not at the maximum rate for his/her group is regraded, he/she will receive the rate of the corresponding year in the higher group and retain the same progression date.
- All progressions shall be in accordance with Item 3 of Part A.

**Independent Electricity System Operator/  
Power Workers' Union Collective Agreement  
Wage Schedule 26  
Working Supervisors  
- Dollars per Hour -**

<b>Schedule 25</b>		<b>Group 1</b>		<b>Group 2</b>	
<b>Trade Group</b>	<b>Grade</b>	<b>Step 1</b>		<b>Step 2</b>	
01	01	42.97		44.81	
02	02	41.59		43.37	
03	03	39.76		41.46	
04	04	37.97		39.59	
05	05	34.40		35.87	
<b>Schedule 28</b>		<b>Group 1</b>		<b>Group 2</b>	
<b>Trade Group</b>	<b>Grade</b>	<b>Step 1</b>		<b>Step 2</b>	
01	21	46.41		48.40	
02	22	43.68		45.54	

These grades are applicable to PWU Supervisors who supervise employees paid from Schedules 25 and 28 and for union members who relieve in Trades Supervisory positions.

Group 1 is the hourly rate for union Supervisors Level 2. It is also applicable to union members relieving in union Supervisors Level 2 positions or union members relieving in Level 2 Trades Supervisory Positions. Rate is based on PWU Journey person Rate, Regional Maintainer 1 Rate or WSD Civil Maintainer 1 Rate x 1.17.

Group 2 is the hourly rate for union Supervisors Level 1. It is also applicable to union members relieving in union Supervisors Level 1 positions or union members relieving in Level 1 Trades Supervisory Positions. Rate is based on PWU Journey person Rate, Regional Maintainer 1 Rate or WSD Civil Maintainer 1 Rate x 1.22.

**Independent Electricity System Operator/  
 Power Workers' Union Collective Agreement  
 Wage Schedule 28  
 Regional Maintainers  
 Workplace Services Division (WSD) Civil Maintainers  
 - Dollars per Hour -**

Grade	Trade	LEARNER				IMPROVER		REGIONAL MAINTAINER 2		REG MAIN 1	UTS LVL 3
		Step 0	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9
01	Regional Maintainer - Electrical	22.04	23.87	25.71	27.55	29.38	33.06	36.73	38.20	39.67	42.84
	Regional Maintainer - Mechanical										
								REGIONAL or WSD			UTS
		LEARNER				IMPROVER		MAIN 2	MAIN 1		LVL 3
		Step 0	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7		Step 9
02	Regional Maintainer - Civil	21.33	23.11	24.89	26.66	29.15	32.21	35.55	37.33		40.32
	WSD Civil Maintainer										

NOTES:

Progressions are on 6 month intervals until Step 4 is reached and are then on an anniversary basis until the Maintainer 1 level is reached.

Regional Maintainer classifications are only applicable in Retail, Grid and Hydroelectric Business Units.

All progressions shall be in accordance with Item 3 of Part A.



**PART D**

**CLERICAL-TECHNICAL**

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**PART D**

**CLERICAL-TECHNICAL**

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- 4.0 PRINCIPLES RE RESOURCING FOR RELIEF, ACTING & TEMPORARY ASSIGNMENTS**
- 5.0 CLERICAL-TECHNICAL JOB EVALUATION**
- 6.0 PROMOTION RULE**
- 7.0 POSITIONS EXCLUDED AS PER ARTICLE 1  
- WEEKLY-SALARIED (CLERICAL AND TECHNICAL)**

## **PART D**

### **CLERICAL-TECHNICAL**

#### **Specific Matters of Agreement**

##### **1.0 SALARIES**

Salaries shall be in accordance with the salary schedules which are part of this Agreement.

##### **2.0 SHIFT DIFFERENTIAL AND SHIFT WORK**

It is recognized that from time to time it may be necessary, due to the nature of the IESO's operations, to place certain weekly-salaried day working employees on shift work. Where this occurs, the following provisions will apply:

1. Shift work shall not be implemented for a period of three working days or less. If the working period is three days or less, the appropriate premium rate will be paid for the minimum three-day period.
2. The IESO will provide 72 hours (three calendar days) posted notice of the commencement and termination of a shift. Failure to provide such notice will require a penalty payment of premium rates for all changed hours of work within the notice period.
3. Such a placing on shift work shall not deprive an employee of his/her total number of normal scheduled weekly hours.
4. Revision to the work schedule shall provide for a minimum of 15 hours off between shifts. Failure to provide such time off will require the penalty payment for the first affected shift.
5. Shift differential shall apply to employees required to work on a three-shift schedule or a two-shift schedule and shall not apply for overtime hours.
6. Shift work will be scheduled on a Monday to Friday basis.
7. Work in excess of the total number of normal daily hours will be paid at the appropriate overtime rates.
8. The following shift differentials shall apply:
  - (a) Sixty cents per hour to employees scheduled to work between the hours of 1600 and 2400.

- (b) Eighty cents per hour to employees scheduled to work between the hours of 0000 and 0800.

- 9. Regular part-time and temporary part-time employees will not be eligible for shift differential when the shift starts and ends between the hours of 07:00 and 18:00.

### **3.0 PROVISION OF MEALS**

In recognition of the importance of regular meals to an individual's health and effectiveness on the job, the IESO will supply meals as outlined below and when required, will assign an employee to secure the meals.

- (a) Employees provide their own meals on regular days of work.
- (b) When an employee works overtime on a regular day off, he/she will be expected to provide one meal if 23 hours notice has been given.
- (c) When an employee works extension overtime before or after normal scheduled hours, all required meals will be provided by the IESO. The first meal (or meal allowance) will be provided when two (2) hours of overtime are worked. Subsequent meals or meal allowances will be provided every four (4) hours of overtime worked thereafter.
- (d) When meals cannot be reasonably obtained<sup>12</sup>, an allowance of \$10.00 per meal will be paid.

### **3.1 Meal Periods**

- (a) Employees on day work shall take a meal period designated by the IESO and shall not be paid for this time (unless otherwise provided for in the Collective Agreement).
- (b) Employees on shift work shall eat their meals during the shift hours as conditions permit.
- (c) When an employee works extension overtime, no time shall be deducted for eating such meals where the employee eats the meal on the job and in a minimum of time.

### **3.2 Meals**

The IESO will pay for an employee's meal under the following conditions:

- 1. It is specified by the IESO/PWU Collective Agreement.

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<sup>12</sup> 'Reasonably obtained' is to be defined locally by Union and Management.

2. The employee is on an "out of town" assignment.
3. The employee is dining with a non-IESO employee and conducting IESO business.
4. The employee is dining with an "out of town" employee and is conducting IESO business.
5. As a result of IESO business the employee purchases a meal that would not have been purchased otherwise.

#### **4.0 PRINCIPLES RE RESOURCING FOR RELIEF, ACTING & TEMPORARY ASSIGNMENTS**

Recognizing that relief, acting and temporary assignments contribute to the development of personnel and contribute to the work being done effectively, the following will be considered when resourcing these assignments:

- the more senior employees will be given preference;
- assignments may be split between employees;
- specific qualifications/knowledge required for the position will be taken into consideration;
- for supervisory positions primary consideration will be given to personal qualities such as leadership and the understanding and display of the practice of good human relations;
- employee development;
- Employment Equity objectives discussed in advance with the Union shall be considered;
- amount of notice and duration of assignment will be considered.

These assignments will be distributed as equitably as possible, over time, once the above conditions have been considered.

The format for utilization of the above will be a joint responsibility.

Item 4.0 shall not be subject to the grievance/arbitration procedure.

Disputes will be resolved locally and may be referred to the Chief Steward and the Local Manager.

Circumstances which negate consideration of the above conditions will normally be discussed in advance with the Union.

## 4.1 Relief Work

### Intent

It is the intent of this item that when an employee is relieving in a higher rated position that he/she be properly compensated for the duties that he/she is performing. The assignment of relief is a Management right and increased duties must be assigned not assumed.

1. The IESO shall notify the employee in writing, in advance where possible, of the requirement to perform relief, of the general nature of the major duties to be performed, and the rate to be paid during the relief period.
2. Employees in the weekly-salaried schedule, when relieving for the normal duties of an employee in a higher job grade, not defined in 4.1 3. below, for a period of one full working day or more shall be paid, for the full relief period, at the rate established by the IESO for the relieved position or three percent (3%) above the employee's normal rate whichever is greater.

In relief situations where less than the normal duties are being performed and a lower salary grade has been established for the relief period, the promotion rule will be used to establish the appropriate progression step or off-schedule rate in the lower salary grade.

Failure to notify the employee in writing of the major duties to be performed and the rate to be paid will require the payment of the first step of the salary grade of the relieved position or three percent (3%) above the employee's normal rate whichever is greater, for the entire relief period.

3. Employees in the weekly-salaried schedule, when relieving for the normal duties of an employee in a non-union supervisory position for a period of one full working day or more shall be paid for the full period at the rate established by the IESO for the relieved position or five percent (5%) above the employee's normal rate whichever is greater.

Failure to notify the employee in writing of the major duties to be performed and the rate to be paid will require the payment of 10 percent (10%) above the employee's normal rate, for the entire relief period.

4. Notification of the Chief Steward is required when the employee is required to relieve for a period of two working days or more.
5. Statutory holidays will not affect the continuity if they occur between the first and second days.

Payment for a statutory holiday shall be at the relief rate if it occurs during the relief period and at the normal rate if it occurs at the beginning or the end of the relief period.

## **4.2 Acting in a Vacant Position**

An employee may act in an existing job in which a vacancy is created, pending the arrival of a successful applicant to the vacancy. When an employee is to be placed in an acting position, the IESO shall notify the employee and the Chief Steward in writing setting out:

1. The reason for the acting position.
2. The general nature of the major duties to be performed.
3. The rate to be paid for the acting position.
4. The expected duration.

The duration of the acting period shall not exceed 90 days from the date the employee is placed in the acting capacity, unless an extension is agreed to by the IESO and the Chief Steward of the Union. Pending the arrival of the successful applicant and his/her assuming the normal duties, the acting incumbent who is performing the normal duties and responsibilities of an acting position shall receive the appropriate rate in accordance with the Weekly-Salaried Relief Clause of this Agreement.

### **NOTE**

Failure to notify and/or request further extension accordingly will require payment of the penalty described in the appropriate Weekly-Salaried Relief Clause of this Agreement.

## **5.0 CLERICAL-TECHNICAL JOB EVALUATION**

### **NOTE:**

The job challenge process contained in Clerical-Technical Job Evaluation Manual, "Plan B" and referred to in this section shall be replaced for the term of this Collective Agreement with the expedited process contained in Article 2. The Grievance Review Board shall assume all the responsibilities normally associated with the Joint Salary Committee.

## **5.1 The Clerical-Technical Job Evaluation Plan**

The provisions which form the basis of the Clerical-Technical Job Evaluation Plan, formerly referred to as Plan 'B', are contained in the Collective Agreement and the Union Clerical-Technical Job Evaluation Manual. Matters pertaining to the application of dollars are contained in the Collective Agreement. Job evaluation matters are contained in the Manual. The IESO shall identify the IESO groups responsible for dealing with the Union in the foregoing matters.

## **5.2 Jobs Covered by the Clerical-Technical Job Evaluation Plan**

The plan shall cover all jobs falling under this section of the Collective Agreement.

## **5.3 Identification of Jobs in Salary Schedule**

All jobs processed under the Clerical-Technical Job Evaluation Plan shall be designated a salary grade in the current salary schedule issued in conjunction with the Collective Agreement.

## **5.4 The Union Clerical-Technical Job Evaluation Manual**

The Manual is a supplement of the Collective Agreement and its provisions shall apply as if set forth in full herein.

The Manual shall be supplied to all employees whose jobs are covered by the plan.

## **5.5 Rights of the Parties**

The IESO has and shall retain the exclusive right and power to decide what work is to be done and who is to do it and accordingly the IESO shall apply the Clerical-Technical Job Evaluation Plan to determine appropriate salary grades for jobs. The IESO shall exercise these rights in accordance with the provisions as set forth in the Collective Agreement and the Union Clerical-Technical Job Evaluation Manual.

The Union's right shall be to act on behalf of its members to ensure that the Clerical-Technical Job Evaluation Plan is being properly applied. In order to carry out this function, the Union Job Evaluation Officer shall work in liaison with the appropriate IESO groups responsible for the administration of such matters and he/she shall be permitted, within reason, to interview employees during regular working hours.

The Union shall exercise these rights in accordance with the provisions as set forth in the Collective Agreement and the Union Clerical-Technical Job Evaluation Manual.

The Union shall retain its rights to participate jointly with the IESO in developing and/or modifying the Clerical-Technical Job Evaluation Plan.

In the event of conflict between the foregoing general statements, regarding the rights of the parties, and the specific provisions contained in the Collective Agreement and the Union Clerical-Technical Job Evaluation Manual, the latter shall govern.

## **5.6 Salary Schedule**

The salary schedule for jobs covered by the Clerical-Technical Job Evaluation Plan and issued in conjunction with the current Collective Agreement shall have the following characteristics:

1. The salary schedule shall be a salary range schedule with a total of 18 salary grades.
2. The percentage increment from salary grade to salary grade (based on step 3 of each salary grade) calculated from salary grade 51, step 3, shall be annotated on the schedule 20 which is currently in effect.
3. Each salary grade is composed of three steps. The second step is 97 percent (97%) of the maximum and the first step is 94 percent (94%) of the maximum. The time interval required for anniversary progression shall be in accordance with Part 'A', Section 3.0.
4. When an incumbent is promoted from one salary grade to another, he/she shall be promoted in accordance with Part 'D', Section 6.0 - Promotion Rule.
5. The relationship between the salary grade and the point range shall be 13 points for the first salary grade and 21 points for each salary grade thereafter.

## **5.7 Wages and Retroactivity upon Upward Reclassification**

Upward Reclassification as a Result of IESO Initiated Action

1. Transfer from the existing salary grade to the new higher salary grade shall be by the promotion rule.
2. Retroactive entitlement shall be computed by going back to the date when the increased job demands and responsibilities were instituted or undertaken.

Upward Reclassification as a Result of Employee Initiated Action Through the Issuance of a Record of Discussion Form

1. Transfer from the existing salary grade to the new higher salary grade shall be by the promotion rule, except in the following situations where it shall be by the step-to-step method:
  - (a) Where there is no change in job content or job demand, but the job specification factor ratings change resulting in an upward reclassification of the job.

- (b) Where a change in job demand is recognized resulting in an upward reclassification of the affected incumbents and where such incumbents have been performing the duties and/or undertaking the responsibilities which caused the upgrading for a period of one year or more prior to the date of the first discussion as recorded on the Record of Discussion form and where these same incumbents have been in the maximum step of the salary grade for the job for one year or more prior to the date of the first discussion.
- 2. The date of the transfer of an employee to a higher salary grade whether by the promotion rule or the step-to-step method shall be the date of the commencement of the retroactivity and the transfer shall be from the salary grade and step in effect on that date.
- 3. Retroactive entitlement in Subsection 1 above shall be as set out in the Union Clerical-Technical Job Evaluation Manual.
- 4. An incumbent who has left the IESO's service shall be entitled to retroactive payment, as a result of challenge for the affected period during which he/she was in the IESO's employ.

## **5.8 Training Situations**

Normally, an employee receives his/her training and experience by being promoted through a series of established jobs for which job descriptions and job specifications exist. His/her movement up the ladder from job to job will occur when the IESO determines that he/she is capable of performing the duties and responsibilities of a higher-rated job, and an opening exists.

At times, however, in certain types of work, an employee will be advanced through a planned series of training steps in which he/she will be directly trained for a specific job which he/she will eventually occupy, i.e., a terminal job. This is termed a training situation.

The IESO will identify the need for such a training situation and will structure the terminal job. A job description and job specification will be prepared for the terminal job only. The Job Classification Committee will establish the final rating for the terminal job, and will determine the appropriate training steps leading to the terminal job rate.

The training steps will be established in the following manner:

#### **5.8.1 Formula for Developing Training Situations**

The hiring rates will be established based on survey data supplied by the IESO and/or the Union and will be consistent with the mean hiring rate being paid by other companies to inexperienced graduates possessing the specified education required to perform the terminal job.

The time span of the training situation will consist of a number of years equal to the minimum number of years indicated in the experience factor applying to the terminal job.

For each year of the time span as determined above an annual training step will be established. The Job Classification Committee may approve the division of annual steps into quarterly or semi-annual sub-steps where such action has been recommended by line management.

Salary step dollars shall be calculated to proceed in geometric progression from the hiring rate to step 1 of the salary grade for the terminal job in the number of years of the training situation. The dollar values thus obtained for each step shall be translated to the nearest salary grade and step (above or below) which appears on the weekly salaried wage schedule. The factor used to multiply each annual step dollars to find the next annual step will be 'F' i.e.,

$$\sqrt[n]{F} = \frac{R_t}{R_s}$$

Where,

n = Number of years in the training situation

R<sub>s</sub> = Hiring rate

R<sub>t</sub> = Terminal rate

Where applicable the dollars for the half-yearly step will be starting dollars multiplied by 'Fh' i.e.,

$$\sqrt[n]{Fh} = \frac{2n R_t}{R_s}$$

### 5.8.2 Advancement Through Training Situations

1. A trainee will (subject to Subsections 2. and 3. following) advance to each subsequent training step at the designated intervals based on the date of appointment to the training situation. Upon completion of his/her training, he/she will be placed in the first progression step of the salary grade applying to the terminal job. He/she will then be subject to the conditions of the Clerical-Technical Job Evaluation Plan.
2. If at any time the trainee is judged to be incapable of performing the terminal job in a satisfactory way, he/she may be removed from the training situation.
3. If a trainee, in the IESO's opinion, fails to make satisfactory progress his/her next training step may be delayed, in accordance with the provisions of Part 'A', Subsection 3.0. Such a delay may take place on one occasion only throughout the training program.
4. If a trainee, in the opinion of the IESO displays exceptional ability, he/she may be advanced to the training step which is more in keeping with his/her achieved progress.
5. If a person having suitable experience is appointed to a training situation, the IESO may place him/her in any training step judged to be appropriate to his/her applicable experience.
6. If a trainee, who has not yet attained the terminal job level, believes that he/she is fully performing the duties, and has the responsibilities of the terminal job document, he/she may institute a challenge.

### **5.8.3 Continuing Administration of Training Situations**

The established hiring rates will remain in effect until altered through negotiation between the parent bodies or until altered through action resulting from a review by the Job Classification Committee upon the request by the parent bodies.

Recalculation of training step values (according to 5.8.1) will occur with a change in the hiring rate.

The existing trainees will remain on the training situations on which they were hired until they have reached the step 3 of the salary grade of the terminal job.

### **5.8.4 Tiered Training Situations**

In certain instances, it may be necessary to develop a hierarchy of terminal jobs with training situations leading to each level, e.g., to the junior, to intermediate, and to senior levels. In such cases, the principles and practices as set out in this agreement will serve as a guide in the development of training steps and their values.

## **5.9 Clerical-Technical Job Evaluation Plan**

### **5.9.1 Merit Rating**

It is agreed that if, as and when merit rating is to be instituted, the plan (system of measurement), but not the application, shall be subject to negotiations.

### **5.9.2 Downward Restructuring Rule**

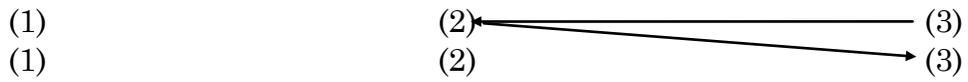
This provision shall apply to incumbents whose jobs are covered by the Clerical-Technical Job Evaluation Plan.

Should the job which an incumbent is performing be changed, but the basic function and significant duties of the job remain unchanged, and should the job then fall into a lower salary grade, the following shall apply:

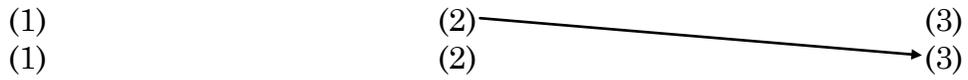
1. The incumbent's salary dollars (rate) shall be held constant, except for increases referred to in Subsection 5.9.2(4.), commencing on the date of issue of the Advice of Rating form issued by the IESO.
2. Annually thereafter, the incumbent shall have his/her rate reduced by one progression step in the manner portrayed by the chart below.
3. The above process shall continue until the maximum dollars in the salary range for the restructured job are reached.
4. In the foregoing process of reduction, current salary schedule dollars shall be used. These include general negotiated increases and cost of living increases.

5. Reduction of One Salary Grade

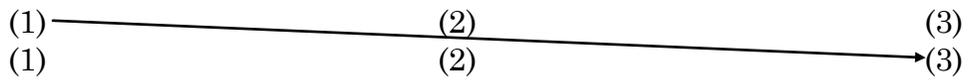
(a) Incumbent is in 3rd progression step<sup>13</sup>



(b) Incumbent is in 2nd progression step<sup>14</sup>



(c) Incumbent is in 1st progression step<sup>15</sup>



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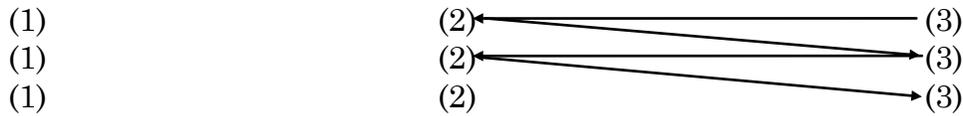
<sup>13</sup> On the date of issue of the Advice of Rating form.

<sup>14</sup> *ibid*

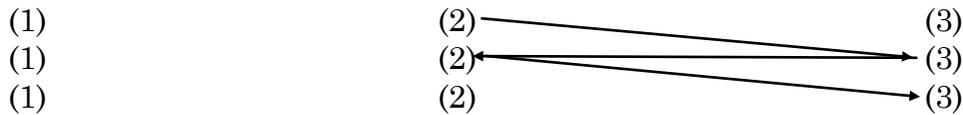
<sup>15</sup> *ibid*

## 6. Reduction of More than One Salary Grade

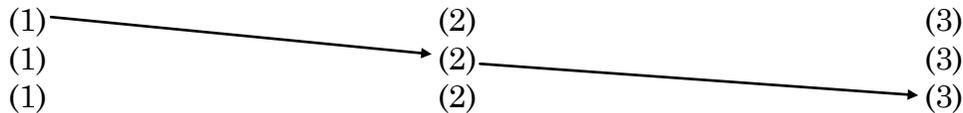
(a) Incumbent is in 3rd progression step<sup>16</sup>



(b) Incumbent is in 2nd progression step<sup>17</sup>



(c) Incumbent is in 1st progression step<sup>18</sup>



## 6.0 PROMOTION RULE

### 6.1 General

**Object:** The object of the rule is to ensure, on promotion, an increase in salary to compensate for an increase in job demands and responsibilities.

**Definition of Promotion:** Promotion means a change to a new job which carries a higher maximum salary schedule rate (base rate) or a higher salary grade resulting from an increase in job demands and responsibilities within a job.

### 6.2 The Promotion Rule

1. On promotion, the employee's rate is to be set at the lowest progression step (in the salary grade for the job) which will give a minimum increase of three percent (3%) above the employee's existing basic rate.
2. In the case of single grade promotions (or the equivalent under Pay Equity) the following will apply:

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<sup>16</sup> ibid

<sup>17</sup> ibid

<sup>18</sup> ibid

- If at step 1 of the current grade, go to step 1 of the next grade.
  - If at step 2 of the current grade, go to step 1 of the next grade.
  - If at step 3 of the current grade, go to step 2 of the next grade.
3. In cases where 6.2.2 does not result in at least a three percent (3%) increase, a rate that reflects not less than a three percent (3%) increase from their current rate will be paid. This interim rate will continue in effect until the next anniversary date at which time the employee will resume his/her place on the current salary schedule. This rate will be the next step in the salary grade which guarantees an increase of at least one and one half percent (1.5%) from the interim rate.

### **NOTE**

An employee who is affected by such an "off-schedule" rate will be affected only once during his/her progression to the top step of his/her job. In no case will the rate be more than the maximum rate for the job grade.

## **6.3 Administration of the Rule**

### **6.3.1 Payment of the Salary Grade for the Job**

On promotion, the employee will be placed directly in the salary grade for the job, except in training situations under the Clerical-Technical Plan (where an employee may be advanced gradually through the appropriate training job levels to the terminal job grade). He/she will be granted the progression step required by the promotion rule, except where a higher progression step is being granted for previous experience (Subsection 6.3.4).

### **6.3.2 Promotion from Hourly-Paid to Weekly-Salaried Jobs**

The promotion rule applies in the case of an hourly-paid employee being promoted to a weekly-salaried job.

The rule does not apply in the case of a weekly-salaried employee being promoted to an hourly job.

### **6.3.3 Payroll Rates in Excess of Approved Job Grades**

When an employee is being paid a special rate (such as results from restructuring of jobs, retrogression, implementation of new salary plan, or salary guarantee) which exceeds the appropriate rate for the job he/she holds, he/she should on promotion:

1. Continue to be paid the special rate, or

2. Be paid the progression step resulting from application of the promotion rule to the appropriate progression step in the approved grade of his/her former job, whichever is higher.

#### **6.3.4 Previous Experience**

Where an employee being promoted has had previous applicable experience in a higher level job but was demoted for reasons other than cause or inability, a higher progression step than is indicated by the promotion rule may be chosen by the IESO.

#### **6.3.5 Relief Situations**

In relief situations where less than the normal duties are being performed and a lower salary grade has been established for the relief period, the promotion rule will be used to establish the appropriate progression step or off-schedule rate in the lower salary grade.

#### **6.3.6 Progression Following Promotion**

Progression dates shall be calculated from the date of appointment or promotion to the position. Subsequent salary adjustments shall occur at 12-month intervals from the appointment or promotion date.

### **7.0 POSITIONS EXCLUDED AS PER ARTICLE 1 - WEEKLY-SALARIED (CLERICAL AND TECHNICAL)**

Incumbents in positions excluded under Article 1 perform certain inherent work functions which are part of their normal duties. It is also recognized, however, that such work functions will not be performed for the purpose of reducing staff requirements or deliberately to avoid overtime for employees represented by the Union. If the Union believes that this provision is being abused, it may lodge a grievance under Article 2 of the Collective Agreement.

<b>20</b>
<b>2009</b>

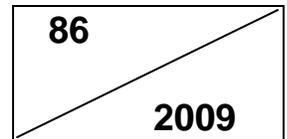
**Independent Electricity System Operator/  
 Power Workers' Union Collective Agreement  
 Salary Schedule 20  
 Clerical/Technical/Technologist  
 - Dollars Per Week -**

<b>Grade</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>
<b>68</b>	1,883.83	1,943.95	2,004.07
<b>67</b>	1,777.18	1,833.90	1,890.62
<b>66</b>	1,676.77	1,730.29	1,783.80
<b>65</b>	1,582.26	1,632.75	1,683.25
<b>64</b>	1,493.14	1,540.80	1,588.45
<b>63</b>	1,409.26	1,454.23	1,499.21
<b>62</b>	1,330.30	1,372.75	1,415.21
<b>61</b>	1,255.91	1,295.99	1,336.07
<b>60</b>	1,185.87	1,223.71	1,261.56
<b>59</b>	1,119.92	1,155.66	1,191.40
<b>58</b>	1,054.62	1,088.28	1,121.94
<b>57</b>	993.20	1,024.90	1,056.60
<b>56</b>	935.32	965.17	995.02
<b>55</b>	880.86	908.97	937.08
<b>54</b>	829.53	856.01	882.48
<b>53</b>	781.20	806.13	831.06
<b>52</b>	735.74	759.22	782.70
<b>51</b>	692.84	714.95	737.06

This schedule is applicable to positions established as having a 35, 37 1/2, or 40-hour basic work week.

NOTE: All progressions shall be in accordance with Item 3 of Part A.

Human Resources  
 Effective: April 1, 2009



**Independent Electricity System Operator/  
Power Workers' Union Collective Agreement  
Wage Schedule 86  
Undergraduate University, Community College & Associated Co-op Programs  
- Dollars per Week -**

<u>Grade</u>		<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	
		1st year	2nd year	3rd year	4th year	
<b>31</b>	College & University	675.00	775.00	825.00	925.00	

<u>Grade</u>		<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>
		1st or 2nd term 4 or 8 mo	3rd term 12 mo	4th term 16 mo	5th term 20 mo	6th term 24 mo	7th term 28 mo
<b>32</b>	College & University	675.00	725.00	775.00	825.00	875.00	925.00

NOTES:

1. Before April 1st of each year the IESO will consult with the Chief Steward before determining the Schedule 86 rates. Adjustments to the schedule will be effective April 1st. Negotiated wage increases do not apply to this schedule.
2. The IESO will provide to the Chief Steward on a quarterly basis a list of Co-op students showing the nature of the work, number of students by department and the estimated start/end date of each student and projection of hires for the next quarter.
3. This schedule is applicable to positions established as having a 35, 37 1/2, or 40 hour basic work week.
4. Appropriate experience (other than previous summer work) can justify a higher rate than the academic year of the student in question.
5. Students will normally be required to join the PWU within 15 days.
6. The grade and corresponding rate paid to the student is based on the academic term that the student has successfully completed, rather than actual work activities. The exceptions are:
  - Students who are hired into a hourly-rated position will be paid the applicable hourly rate.
  - When a student is placed in a Clerical-Technical position for which a wage or salary grade has been established, the student shall be paid the rate for that position.
7. Allowances will be paid to a summer student in accordance with the normal practice for the setting in which the student works.

Human Resources  
Effective: April 1,  
2009

<b>20</b>
<b>2010</b>

**Independent Electricity System Operator/  
Power Workers' Union Collective Agreement  
Salary Schedule 20  
Clerical/Technical/Technologist  
- Dollars Per Week -**

<b>Grade</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>
68	1,940.34	2,002.26	2,064.19
67	1,830.50	1,888.92	1,947.34
66	1,727.07	1,782.19	1,837.31
65	1,629.73	1,681.74	1,733.75
64	1,537.93	1,587.02	1,636.10
63	1,451.54	1,497.86	1,544.19
62	1,370.21	1,413.94	1,457.67
61	1,293.58	1,334.87	1,376.15
60	1,221.45	1,260.43	1,299.41
59	1,153.51	1,190.33	1,227.14
58	1,086.26	1,120.93	1,155.60
57	1,023.00	1,055.65	1,088.30
56	963.38	994.12	1,024.87
55	907.28	936.23	965.19
54	854.41	881.68	908.95
53	804.63	830.31	855.99
52	757.81	781.99	806.18
51	713.62	736.39	759.17

This schedule is applicable to positions established as having a 35, 37 1/2, or 40-hour basic work week.

NOTE: All progressions shall be in accordance with Item 3 of Part A.

Human Resources  
Effective: April 1, 2010

**Independent Electricity System Operator/  
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Wage Schedule 86  
Undergraduate University, Community College & Associated Co-op Programs  
- Dollars per Week -**

		<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>		
<u>Grade</u>		1st year	2nd year	3rd year	4th year		
<b>31</b>	College & University	695.00	798.00	850.00	953.00		
		<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>
		1st or 2nd term	3rd term	4th term	5th term	6th term	7th term
		4 or 8 mo	12 mo	16 mo	20 mo	24 mo	28 mo
<b>32</b>	College & University	695.00	747.00	798.00	850.00	901.00	953.00

NOTES:

1. The current wage rates are in effect until April 2010 at which point they will be adjusted annually by the applicable across the board agreed upon wage rate increases. Future Schedule 86 wage rates will be negotiated separately from general wage rates and will not be eligible for across the board increases.
2. The IESO will provide to the Chief Steward on a quarterly basis a list of Co-op students showing the nature of the work, number of students by department and the estimated start/end dates of each student and projection of hires for the next quarter.
3. This schedule is applicable to positions established as having a 35, 37 1/2, or 40 hour basic work week.
4. Appropriate experience (other than previous summer work) can justify a higher rate than the academic year of the student in question.
5. Students will normally be required to join the PWU within 15 days.
6. The grade and corresponding rate paid to the student is based on the academic term that the student has successfully completed, rather than actual work activities. The exceptions are:
  - Students who are hired into a hourly-rated position will be paid the applicable hourly rate.
  - When a student is placed in a Clerical-Technical position for which a wage or salary grade has been established, the student shall be paid the rate for that position.
7. Allowances will be paid to a summer student in accordance with the normal practice for the setting in which the student works.

<b>20</b>
<b>2011</b>

**Independent Electricity System Operator/  
Power Workers' Union Collective Agreement  
Salary Schedule 20  
Clerical/Technical/Technologist  
- Dollars Per Week -**

<b>Grade</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>
68	1,998.55	2,062.34	2,126.12
67	1,885.41	1,945.59	2,005.76
66	1,778.88	1,835.66	1,892.43
65	1,678.61	1,732.19	1,785.76
64	1,584.07	1,634.62	1,685.18
63	1,495.09	1,542.80	1,590.52
62	1,411.32	1,456.36	1,501.40
61	1,332.38	1,374.91	1,417.43
60	1,258.09	1,298.24	1,338.39
59	1,188.11	1,226.03	1,263.95
58	1,118.85	1,154.56	1,190.27
57	1,053.69	1,087.32	1,120.95
56	992.28	1,023.95	1,055.62
55	934.50	964.33	994.15
54	880.05	908.13	936.22
53	828.77	855.22	881.67
52	780.55	805.46	830.37
51	735.03	758.49	781.95

This schedule is applicable to positions established as having a 35, 37 1/2, or 40-hour basic work week.

NOTE: All progressions shall be in accordance with Item 3 of Part A.

Human Resources  
Effective: April 1, 2011

**Independent Electricity System Operator/  
 Power Workers' Union Collective Agreement  
 Wage Schedule 86  
 Undergraduate University, Community College & Associated Co-op Programs  
 - Dollars per Week -**

<u>Grade</u>		<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>		
		1st year	2nd year	3rd year	4th year		
<b>31</b>	College & University	716.00	822.00	876.00	982.00		
		<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>
		1st or 2nd term	3rd term	4th term	5th term	6th term	7th term
		4 or 8 mo	12 mo	16 mo	20 mo	24 mo	28 mo
<b>32</b>	College & University	716.00	769.00	822.00	876.00	928.00	982.00

NOTES:

1. The current wage rates are in effect until April 2010 at which point they will be adjusted annually by the applicable across the board agreed upon wage rate increases. Future Schedule 86 wage rates will be negotiated separately from general wage rates and will not be eligible for across the board increases.
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  - When a student is placed in a Clerical-Technical position for which a wage or salary grade has been established, the student shall be paid the rate for that position.
7. Allowances will be paid to a summer student in accordance with the normal practice for the setting in which the student works.

Human Resources  
 Effective: April 1, 2011

## **LIST OF SUPPLEMENTARY DOCUMENTS**

For access to the following documents, contact the Human Resources office or the PWU Representative.

### **1.0 MID-TERM AGREEMENTS**

- IESO-1-R2 - Best Qualified
- IESO-2 - PEY Students
- IESO-3 - Burial Expense and Allowance to Estate of Deceased Employee
- IESO-4 - Employee Participation in Politics
- IESO-5 - Time Charges and Expenses – Union Activities
- IESO-6 - Pay Equity Plan Supplemental Agreement
- IESO-7 - Security Guards - Hours of Work
- IESO-8 - On-Call Provisions for Network Technologist, Network Administration Technician, and Technical Lead – Client Technology Support

### **2.0 CLERICAL TECHNICAL JOB EVALUATION MANUAL**

### **3.0 GENERAL ITEM 24.0 – MOVING EXPENSES**

Coverage details are contained in the supplementary document entitled "Moving Expenses for PWU members" and forms part of this Collective Agreement.

### **4.0 TRADE RESPONSIBILITIES AND SUPERVISORY CRITERIA DATED JULY 15, 1968**

### **5.0 OCCUPATIONAL DEFINITIONS for Trades CLASSIFICATIONS**

### **6.0 HEALTH and DENTAL**

Coverage details are contained in the brochure entitled ‘ Health & Dental Benefits Members of the Power Workers’ Union ( CUPE Local 1000), and Eligible Dependents and Pensioners’.

### **7.0 PENSION**

The present Pension and Insurance Plan of the IESO forms part of this collective agreement. The pension portion of the plan is generally described in the current brochure entitled "Independent Electricity System Operator Pension Plan”

## **8.0 INSURANCE**

The present Pension and Insurance Plan of the IESO forms part of this collective agreement. The insurance portion of the plan is generally described in the current brochure entitled " Group Life Insurance & Survivor Benefits Members of The Society of Energy Professionals and the Power Workers' Union (CUPE Local 1000)".

## **9.0 LETTER OF UNDERSTANDING**

Incentive Plan dated June 17, 2003.

## **10.0 LETTER OF UNDERSTANDING**

Code of Conduct dated May 2, 2000