



MEMORANDUM OF AGREEMENT

Between: Electrical Safety Authority (ESA)

- and -

Power Workers' Union – CUPE Local 1000

February 5, 2026

The parties agree the following constitutes a full settlement of all matters in dispute.

The parties also agree that the Electrical Safety Authority Collective Agreement shall include the terms of the previous Collective Agreement (between the Power Workers' Union and Electrical Safety Authority) which expires March 31, 2026, provided, however, that all matters set out in the following statement of settlement are incorporated subject to ESA Board approval and employee ratification.

Dariusz Reskitt

Wanbou

John G.

J. D. ...

For the Union

Chowak

[Signature]

Sara

Skempel

[Signature]

For the Company

It is jointly agreed that the Collective Agreement covering the period of April 1, 2023 to March 31, 2026, will be amended as follows. All changes will be effective April 1, 2026 unless otherwise stated in this agreement. The parties herein agree that the term of the Collective Agreement shall be from April 1, 2026 to March 31, 2029.

ARTICLES

ARTICLE 2 - GRIEVANCE PROCEDURE

2.5 Grievance Review Board

The PWU and the ESA are obligated to hold Grievance Review Board Meetings, the Grievance Review Board will be held monthly or as ordered by the Chief Arbitrator. Grievance Review Board dates will be jointly established by the parties the year prior. 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.

The Grievance Review Board shall consist of two (2) Union representatives (at a high level) and two (2) 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 to arbitration.

If not resolved at the Grievance Review Board, grievances move to arbitration. Unless the parties agree to regular arbitration, or Mr. John Stout or the Deputy Chief Arbitrator Eli Gedalof so order, all grievances shall be submitted to Expedited Arbitration.

Five (5) Arbitration dates will be jointly established by the Parties by June 30th in the previous calendar year.

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.

Should the Company choose to terminate employment, and the Union to grieve immediately thereafter, the grievance will first be referred to mediation where the parties will make every effort to settle within 30 days of the termination. Unless otherwise agreed between the parties, if the mediation is unsuccessful, the grievance will be referred to arbitration in front of the same arbitrator, within 30

days if there is no medical evidence required. The parties will use best efforts to expedite a resolution to the grievance.

ARTICLE 4 – WORKING CONDITIONS

4.2 Any modification within the confines of this Agreement shall be subject to agreement by the Company 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 'D', Section 6.2.

(c) Modifications to hours of work (specific) at all locations for banked time arrangements.

(d) For local extensions beyond the normal 15 accumulated months (in which there have been no breaks in employment exceeding five (5) months) ESA will consult and have joint agreement with the Chief Steward on the use of temporary employees to meet short term staffing requirements when temporary employees may work more than one (1) assignment consecutively (up to a maximum twelve (12) months) without invoking regular status or seasonal status.

~~ESA will consult and have joint agreement with the Chief Steward when temporary employees may work more than one (1) assignment consecutively (up to maximum twelve (12) months without invoking regular status or seasonal status.~~

~~If a temporary employee is given a second assignment it would be in one of the following:~~

~~New department~~

~~New location~~

~~New project~~

~~New or extended leave of absence (pregnancy leave, long term illness).~~

~~Backfill for an extended rotation~~

~~Extension of present assignment~~

~~This provision will only be used for consecutive assignments and will be limited to two (2) consecutive assignments not longer than twelve (12) months per assignment.~~

(e) Arrangements allowing flexibility for employees assigned to temporary work headquarters subject to PWU Sector Vice-President approval.

ARTICLE 16 – SUPPLEMENTARY ELECTRICAL INSPECTION WORK

Grievances and Mediation/Arbitrations

ESA shall appoint employees beyond the jurisdiction of the Union to act as contact supervisor. Each contact supervisor shall be responsible for giving or securing a decision on any grievance submitted to him/her by a Union representative on behalf of any employee or group of employees under his/her supervision. Grievances will be referred to the contact supervisor within 30 days of the discovery of the event giving rise to the grievance. If a satisfactory decision is not made by the contact supervisor within 48 hours, the Union representative may, within 30 days, refer to the grievance to mediation/arbitration.

The referral to mediation/arbitration shall be made to one of the following single mediators/arbitrators on a rotating basis:

Jules Bloch

Archana Matthew

Rob Herman

Louisa Davie

ARTICLE 17 – DURATION OF AGREEMENT

This agreement shall come into effect as of the 1st day of April 2023~~6~~⁶, and shall remain in effect until the 31st day of March 2026~~9~~⁹, 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.

PART A – GENERAL ITEMS

1.0 EMPLOYEE CATEGORIES

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 42-~~15~~¹⁵ months of accumulated service per assignment.

~~ESA will consult and have joint agreement with the Chief Steward when temporary employees may work more than one (1) assignment consecutively (up to maximum twelve (12) months) without invoking regular status or regular seasonal status.~~

If a temporary employee is given a second assignment it would be in one of the following:
New department

New location
New project
New or extended leave of absence (pregnancy leave, long term illness).
Backfill for an extended rotation
Extension of present assignment

~~This provision will only be used for consecutive assignments and will be limited to two (2) consecutive assignments not longer than twelve (12) months per assignment.~~

After 12 months of accumulated service an employee is eligible to one working day vacation for each full month of service to a maximum of ten (10) days in lieu of 4% payment.

1.4.2 Temporary Part-Time

Where the company has a resourcing requirement for a new business venture or pilot project, the company may hire temporary part-time employees to work an average of 24 hours or less per week to fill this requirement and any resulting backfill position(s). These 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 without invoking regular status or regular-seasonal status. ESA will notify the Chief Steward prior to hiring into these temporary positions.

Temporary part-time employees are employed for a period of up to ~~12~~ 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 ~~twelve~~ fifteen (~~12-15~~)¹ continuous 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 (~~12-15~~) continuous months the incumbent will be given regular part-time status and the incumbent's seniority will be calculated on a pro-rated basis.

¹ If an employee commences on January 20th and works any portion of a calendar month for ~~12~~15 continuous months, they will have ~~12~~15 continuous calendar months service on ~~January~~ April 20th of the following year.

If as a result of the assessment above, the position is still temporary part-time at the 42-15 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.

2.0 REGULAR STATUS

Appointment to regular status is contingent on satisfactorily meeting the Company's medical requirements.

1. Probationary employees must serve ~~a minimum of three~~ six months on probation. If service is satisfactory, they may be accorded regular status at that time. A period of not more than three more months can be used as a further period of probation if it is needed. At the end of this further period, employees must either be made regular, transferred to another position or dismissed. Regular part-time probationary employees must serve up to six nine calendar months on probation.
2. Temporary employees engaged in work of a continuing nature, shall be afforded regular status upon attaining 42 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 42 15 months' accumulated service.
4. Paragraphs 2 and 3 above do not apply for a temporary employee backfilling for a pregnancy or parental leave, compassionate leave or other approved leaves extending beyond fifteen (15) months up to a maximum of twenty-four (24) months or as agreed to by the Chief Steward.

Not to be Reproduced in the Collective Agreement:

The language changes in Articles 1.4.1, 1.4.2 and 2.0 are not intended to alter the existing practice respecting extensions of Temporary Employee duration. Where ESA seeks to extend a Temporary Employee's term beyond the applicable 15-month or 24-month period, ESA shall continue to consult and have joint agreement with the Chief Steward, consistent with current practice.

5.0 SERVICE CREDIT

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. LTD.
6. Other statutory leaves under Part XIV of the Employment Standards Act as applicable.

9.0 SPECIAL TIME OFF

9.7 National Indigenous Peoples' Day

Regular employees who formally declare themselves as Indigenous to Electrical Safety Authority will be eligible for and will not be unreasonably denied paid time off on June 21 (National Indigenous Peoples' Day) when this day falls on a regularly scheduled workday.

11.0 PREGNANCY/ADOPTION/PARENTAL LEAVES

11.1 General Provisions

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

13.0 HEALTH INSURANCE PLANS

Not to be Reproduced in the Collective Agreement:

- Increase Chiropractor to ~~\$700~~ **\$750**;
- Increase paramedical to ~~\$750.00~~ **\$775.00** per year
- **Add Master of Social Work** to psychological services.
- **Increase psychological services to \$2500 \$3500, effective March 31, 2029**
- Increase prescription eyewear to ~~\$675~~ **\$700**;
- Orthodontic coverage is based on 75% co-insurance to a maximum of ~~\$4500.00~~ **\$5,500.00** per lifetime per individual
- **For the term of the Collective Agreement, Obesity drugs to a maximum of \$6,000.00 per calendar year. Prior authorization required by the carrier still apply**

Not To Be Reproduced in the Collective Agreement

The parties agree to make updates to the "Health and Dental for Members of the Power Workers' Union (CUPE LOCAL 1000), Eligible Dependents, and Pensioners" Brochure as well as the Standard and Traditional Sick Leave and Disability Benefits Brochure (collectively referred to as the "Brochures") to reflect the agreed upon changes to the Collective Agreement as set out in this Memorandum of Agreement. The parties will publish amended Brochures within 90 days of ratification. Note; The Parties agree to remove reference to Total Compensation Statement from the Standard and Traditional Sick Leave and Disability Benefits Brochure (collectively referred to as the "Brochures") and incorporate Total Compensation Statement data into a newly created LOU.

19.0 PAYMENT FOR TEMPORARY INSTRUCTION

19.1 Daily Allowance

An allowance of ~~\$30.00~~ **45.00** 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 (as per Part 'A' 17.4). 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
- the evaluation of performance on a specific training project.

19.2 A Training Allowance of ~~\$30.00~~ **45.00** per day will be paid to Electrical Inspectors and Senior Inspectors for conducting classroom training of eight (8) hours in duration on any single calendar date to external customers. Preparation time to conduct training is not included in the eight (8) hours duration calculation and does not qualify for the Training Allowance.

24.0 TRANSPORTATION AND MOVING EXPENSES

24.5 Transfer of Regular Employees

The following instructions will apply to all regular employees subject to the following limitations: In the case of regular part-time positions, expenses for employees will be pro-rated based on the hours of the position into which they are moving except for moves governed by Article 11:20 in which case Part A, Item 24.0 applies in whole.

Householders: When the residence headquarters of a regular employee, who is a householder, is changed and the employee's work headquarters is moved ~~15~~ **40** km further from his/her home and such employee has moved his/her household at least ~~15~~ **40** km closer to his/her new work headquarters, the Company will pay the cost of:

34.0 SPECIAL CLOTHING FOR EMPLOYEES

Employees Regular or Hiring Hall employees in customer-facing field roles, within the classifications listed below will be reimbursed for brand name clothing to a maximum of \$225 ~~275.00~~ per year:

352005 Field Electrical Approvals Inspector

352006 Field Evaluation Specialist

352000 Inspector

352500 Senior Inspector

All other regular employees will be reimbursed to a maximum of \$150.00 per year.

34.2.5 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 Company.

Special footwear will be provided for the safety of workers when required to work near forebays, sluices, etc., under icy, slippery or otherwise hazardous conditions.

Safety Footwear:

- I. Employees required to wear protective footwear will be reimbursed as follows:

~~A deductible of \$25.00 per year, will apply to purchase CSA Approved Electrical Shock Resistant (ESR) footwear as described in paragraph 1. The dollar limit (actual cost) is:~~

- (1) A dollar limit of \$450.00 will apply to others who choose or are required to wear CSA approved ESR protective footwear ~~(subject to the deductible).~~

- 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.

NOTES

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 to a maximum of \$450.00 in a calendar year.

These actual cost maximums include applicable taxes.

PART D - WEEKLY SALARIED

1.0 SALARIES

Salaries shall be in accordance with the salary schedules which are part of this Agreement.

Not to be Reproduced in the Collective Agreement:

These adjustments to wages shall apply to all PWU bargaining unit employees who are on the payroll on or after the date of ratification.

Effective April 1, 2026 – 2.9% general wage increase to all PWU classifications

Effective April 1, 2027 – 2.6% general wage increase to all PWU classifications

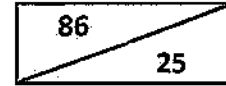
Effective April 1, 2028 – 2.5% general wage increase to all PWU classifications

6.0 PRINCIPLES RE RESOURCING FOR RELIEF, ACTING & TEMPORARY ASSIGNMENTS

Not to be Reproduced in the Collective Agreement:

Where disputes are not resolved locally between the Chief Steward and Local Manager, the parties may refer to the PWU Vice President and the Director of Labour Relations for discussion purposes. The intent of this language is not meant to delay the process.

Add Wage Schedule 86



GRADE	TITLE	STEP 1 1st year	STEP 2 2nd year	STEP 3 3rd year			
21	Group 2 - Community College and	891.35	1,017.28	1,143.20			
		1st or 2nd Term	3rd Term	4th Term	5th Term		
22	Group 3 - Community College and Polytechnical Co-Op Programs	891.35	954.32	1,080.24	1,143.21		
		STEP 1 1st year	STEP 2 2nd year	STEP 3 3rd year	STEP 4 4th year		
31	Group 4 - University	1,001.54	1,143.21	1,286.85	1,428.52		
		1st or 2nd Term	3rd Term	4th Term	5th Term	6th Term	7th Term
32	Group 5 - University Co-Op Program	1,009.93	1,072.38	1,216.02	1,286.83	1,357.68	1,428.52

NOTES:

1. This schedule is applicable to positions established as having a 35, 37-1/2, or 40-hour basic work week.
2. Appropriate experience (other than previous summer work) can justify a higher rate than the academic year of the student in question.
3. Students will normally be required to join the PWU within 15 days.
4. 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:
 - 4.1 Students who are hired into an hourly-rated position will be paid the applicable hourly rate.
 - 4.2 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.
5. Allowance will be paid to a summer student in accordance with the normal practice for the setting in which the student works.

Effective: April 1-2025

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CRW

APPENDIX "A" - CSC WORK FROM HOME

(MODIFY AND RENEW)

APPENDIX "A" - CSC WORK FROM HOME

This Appendix applies for the duration of this agreement and sets out the terms under which eligible employees will work from home, rather than at the Customer Service Centre (CSC).

The number of participants in work from home assignments will not exceed 6075% of the Grade 58 Wiring Customer Service Representatives who perform call handling. Work from home assignments are on a voluntary basis, subject to the eligibility criteria, requirements, processes and conditions set out below.

I. Eligibility

To start and maintain a work from home assignment, employees must meet all of the following criteria:

1. Be a regular Full-time Grade 58 Wiring Customer Service Representative who performs call handling work for the CSC.
2. Meet the published performance criteria in AHT (Average Handle Time), Quality and Adherence.
3. Have and maintain acceptable attendance.
4. Employees undergoing formal disciplinary process will not be eligible for consideration and/or to remain on the work from home assignment with active disciplinary actions on their employment file.

II. Requirements

In order to meet its obligations under the Occupational Health and Safety Act, the company will require, and the employee will agree to, a Health and Safety inspection prior to the commencement of working from home, and periodically scheduled inspections thereafter.

1. The individual has the obligation to ensure their home workspace meets company health and safety requirements. The workplace in the home must be free of obvious hazards such as would normally be controlled in an office environment.

III. Process

1. The list of employees selected for a work from home assignment will be reviewed with the Chief Steward prior to finalizing.
2. Seniority will govern only in cases where there does not appear, in the Company's opinion, to be a material difference in qualifications.

3. The company will review all participating employees annually to ensure they are maintaining eligibility for the work from home assignment.
4. Removal from the work from home assignment is at the discretion of the Company, and will be reviewed with the Chief Steward prior to implementing.
5. The assignment of an employee to a work from home assignment will commence on a date agreed to by the employee, Electrical Safety Authority Management and the PWU. The work from home assignment period will normally last a minimum of 12 months. Exceptions will be considered on a case by case basis.
6. The employee will return to their regular work headquarters at the end of the work from home assignment.
7. Employee-driven requests to return to the office inside the 12-month period will be considered under extraordinary circumstances. When the work from home assignment ends, re-entry to the original work headquarters will be administered by the Supervisor and the Chief Steward. The re-entry plan will deal with issues such as:
 - a) Timeline for return to office headquarters
 - b) Return of company owned equipment from the employee's home
 - c) Setting work hours
 - d) Start date
 - e) Transition to the office-based wage schedule (goes back to 100% pay).
 - f) The notice period for return to regular work headquarters is 30 days

IV. Working Conditions

1. It is not the intent of this Appendix to change the employee's job responsibilities as a result of the employee working from home. Any changes must follow the agreed process in the Collective Agreement.
2. Scheduled hours of work will be in accordance with the scheduled shifts in the Collective Agreement. Employees will be eligible to accept overtime assignments for work that can be performed from their work from home location.
3. Electronic monitoring: As a condition of acceptance of a work from home assignment, the employee agrees that the primary means of data collection will be through electronic monitoring. As a condition of acceptance for work from home, employees acknowledge the Company can and will act on performance and behaviour concerns on the basis of electronic observations. The number of monitoring sessions will be determined at management's discretion, should performance fail to meet expectations.
4. The customer/client experience will not be compromised by the work location of the employee. Employees are expected to place their home office in a location free from environmental noise caused by machines, animals or other people in the home.

5. The company will continue to be bound by the requirements of the Workplace Safety and Insurance Board (WSIB) during working hours for employees. The home office will be considered as the workplace for the purposes of WSIB.
6. The Company will provide the equipment necessary to do the job for the duration of the work arrangement as described herein. For the initial set up of a home office for new entrants, the Electrical Safety Authority will, on a one-time basis:
 - a. Provide an office chair, if required.
 - b. Reimburse for a maximum of \$400 for a desk.
7. The employees must commit to limit using the equipment supplied by Electrical Safety Authority for business purposes in accordance with our Technology Acceptable Use Policy. Electrical Safety Authority retains ownership of the property that it supplies for work from home use, including the chair referenced in ~~e-Section~~ **Section 6(a)**, above and equipment provided pursuant to the Homeworker Pilot. Improper use of company equipment will be subject to the discipline process.
8. High-speed internet connection of a reasonable minimum speed as determined by the Company must be available in the employee's home. The Company will reimburse employees for approved internet expenses via the expense report process and in accordance with ESA Business Expense Procedure **provide employees with a monthly taxable payment of \$100.00 in lieu of reimbursement for internet expenses, subject to applicable statutory deductions.**
9. The Company is responsible for the purchase and installation of a computer, up to two monitors (if requested), and required telephony.
10. In the event the employee is expected to travel from their work from home location to attend meetings, seminars, training courses, etc., as required by management:
 - a) Training greater than one (1) day will be paid at 100% of base pay.
 - b) The company will pay mileage in accordance with the Collective Agreement Part 'A' Section 22.0 where the employee is expected to travel as indicated above.
 - c) Travel is expected to occur during Company-paid time unless the employee is directed to travel outside working hours. The applicable overtime provisions will apply.
11. Time reporting in the normal manner will be the responsibility of the employee.
12. Electrical Safety Authority may direct the employee to bring equipment to the nearest repair location (Electrical Safety Authority office), or accept equipment sent to/from their home via courier.
13. Upon request, the Chief Steward will be provided with a list of all work from home employees and their home addresses and phone numbers.

14. The existing Collective Agreement will apply for all terms and conditions not modified within this Appendix.
15. The work from home employee must advise their Supervisor/P&C if they move and it results in a commute greater than 100 km from the CSC. The ability to work from home for those employees who may have a commute greater than 100 km will be evaluated on a case by case basis to determine if they are eligible for the work from home assignment. The company will not be responsible for travel expenses that fall beyond the 100 km limit. These situations will be reviewed with the Chief Steward prior to implementation.

Note: Wage schedule 20A, Grade 58, at 95% will apply.

The Company will supply those in work from home assignments a T2200 form each year.

Note: If the current CRA rules change, and that change negatively impacts any employee working from home under this Appendix, the rate shall be renegotiated within 90 days of the change.

This Appendix will be in place for the term of the Collective Agreement.

HOUSEKEEPING

PART A

14.0 PENSION AND INSURANCE

~~14.2.5 Pension benefits earned for future service beginning March 31, 2025 would be based on a high five year average instead of a high three year average; the high three year average would continue to apply to pension benefits earned for service prior to March 31, 2025.~~

~~The above will only be enacted on March 31, 2025 if for any three successive annual valuations beginning January 1, 2018 if the going concern funded status is less than 95% as calculated by the pension plan actuaries acting in accordance with the Canadian Institute of Actuaries Standards of Practice.~~

PART D

4.0 OVERTIME

4.4 Minimum Payments – Overtime

2. All prearranged overtime cancelled within 48 hours of the designated time of work commencement shall require payment of two hours at straight time.

Not to be Reproduced in the Collective Agreement:

The Parties agree to meet within 90 days of ratification of this Collective Agreement to review the third-party after-hour vendor process. The purpose of this meeting will be to discuss opportunities to reduce administrative burden on Inspectors, mitigate operational risk and improve customer experience.

MIDTERMS

ESA-MT-9(R1) – Banked Time Arrangement for Inspectors/Senior Inspectors - Modify and renew

ESA-MT-20(R56) – Provincial On Call - Modify and renew

ESA-MT-22(R23) Working Remote - Modify and renew

Not to be Reproduced in the Collective Agreement:

The Joint Committee will continue to review all ESA, LOU's, NLOU's and Mid-Terms - Historical, Active and Dormant. All other active Mid Terms, NLOUs and LOUs to be renewed. The Committee will also jointly create an Index. This process will be completed within six (6) months of ratification of the Collective Agreement.

SIDE LETTER

ESA-SL- Job Trial Period – Modify and Renew

(Modify and Renew)

MID-TERM AGREEMENT

Original Date: Nov. 6, 1992

Revised Date: Feb. 12, 2009

Feb. X 2026

ESA-MT-9 (R1): Banked Time Arrangement for Inspectors/Senior Inspectors

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

1. This Banked Time Agreement will apply when an Inspector is required to work away from the work headquarters for a full week and where overnight stay is normally required.
2. For 40-hour per week staff, the normal work hours of the staff involved in the banked time arrangement will be ten hours on Monday, Tuesday, Wednesday, and Thursday at straight time- total 40 hours (bank two hours per day- total eight hours)
3. Except under abnormal situations, banked time will be taken off on Friday.
4. If it is necessary to work Friday, normally the banked day off, it will be paid at ~~one and one-half times~~ **two times** the employee's basic rate ~~for the first four hours and two times the employee's basic rate thereafter.~~
5. Overtime
 - 5.1 Any overtime worked beyond the daily hours in item 2.0 above is to be paid as follows:
 - i. ~~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 Thursday inclusive.~~
 - ii. Two times the employee's basic rate shall be paid for all work performed outside of the normal scheduled hours of work of the first four clock hours after normal quitting time, Monday to Thursday inclusive, as well as all work performed on Saturday, Sunday and Statutory Holidays.
6. For weeks containing statutory holidays, regular working hours will apply; that is, five days of which four days will be worked, the other being the statutory holiday.
7. Absence from work
 - 7.1 The following items will be credited for pay purposes on an hour-for-hour basis. In the application of undernoted items (a), (b), (c) and (d), a reference under the appropriate contract provision to "days" entitlement will mean eight (8) hours for 40-hour workers. Therefore a ten (10) hour shift will constitute one and a quarter (1.25) days deducted from credits for 40-hours workers.

CR ON

- a) Vacation
- b) Floating Holidays
- c) Leave of Absence
- d) Traveling time outside normal working hours
- e) Payment from temporary supervision
- f) Time charges and expenses from PWU Representatives

8. Should the need arise for an Inspector to return to regular working hours (five eight-hour work days), ESA will provide a minimum of one week's notice.

Power Workers' Union

Electrical Safety Authority

Date

(Modify and Renew)

MID-TERM AGREEMENT

Number: ESA-MT-20 (R56)

Original Date: June 3, 2004

Revision Date: September 22, 2004

Revision Date: February 9, 2009

Last Revised: March 31, 2015

Last Revised: June 17, 2021

Last Revised: April 26, 2023

Last Revised: XXX #, 202#

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

Provincial On-Call Service

The parties agree to the following process with respect to Operations On-Call service for Electrical Safety Authority:

1. On-Call service shall consist of four to five Lead On-Call Inspectors for the province, as well as four to five Back-up On Call Inspectors. Namely one of each for Central Region, Western Region, Southern Region, Eastern Region and Northern Regions. (Currently Central and Southern Region are sharing one Lead and one Back-up On Call Inspector. They have the option of each having their own in the future, if volume of calls is justified). The transfer from the Lead On Call Inspector to the Back-up On Call Inspector will happen when the Lead Inspector has taken approximately 15 calls. ESA shall monitor the On Call process for consistency with all Regions.
2. Qualified Inspectors* and Senior Inspectors will be placed "On-call" on a voluntary basis to respond to customer calls after hours. The "On-Call" Inspectors will be fit for duty to respond.
3. Qualified Inspectors* and Senior Inspectors placed "On-Call" will utilize their ESA cell phone to receive messages and must be capable of calling back via telephone within 30 minutes. Should a site visit be required, the On-Call Inspector must be capable of physically responding [initiating travel to the site] within 60 minutes.
4. Assignment to "On-Call" will be in 7-day increments, coinciding with the current pay period (i.e. Thursday to Wednesday) this is an "On-Call Week". Compensation for providing "On-Call" service for one "On-Call Week" will be paid at the rate of \$600 ~~675.00~~ per week. An additional allowance of \$400 ~~150.00~~ will be paid for each Statutory Holiday falling within the "On-Call Week".
5. A rolling schedule for On-Call will be developed and shared throughout the Province to ensure all qualified inspectors are provided an opportunity to sign-up for "On-Call". All "On-Call" Inspectors are expected to take an equitable turn in the "On-Call" rotation.

6. The "On-Call" Inspector will make every reasonable effort to provide service via telephone. If the "On-Call" Inspector, or any Inspector called to duty through the On Call process, is required to physically report for work outside normally scheduled hours of work, he/she shall be paid for their working time in accordance with the Collective Agreement governing overtime work.
7. Emergency situations (i.e. Ice Storm of 2013) will be reviewed on a case-by-case basis. ESA will establish an appropriate level of response, which may be beyond these on-call provisions. A documented On-Call guideline, Best Business Practice including an escalation process to bridge the gap between routine On-Call situations and the Emergency Response Plan, are posted on the Operations Intranet page.
8. Cancellation payment for pre-planned overtime does not apply for the assigned "On-Call" Inspector.
9. This Mid-Term Agreement originally took effect on April 1, 2009; revisions are effective the On-call week starting June 25, 2015. The parties will review the Mid-Term Agreement every 2 years.
10. This Mid-Term Agreement supersedes previous On-Call Mid-terms and can be terminated by either party with 30 days written notice.

**Qualified for the purposes of this Mid-Term Agreement shall be defined as:*

- 4 years experience as a Regular Status Electrical Inspector (majority in wiring) or equivalent experience as authorized by the General Manager in discussion with the Senior Inspector
- Minimum of one week (continuous) as Acting Senior Inspector
- Current understanding Of Wiring BBPs and requirements

Power Workers' Union

Electrical Safety Authority

Date

(Modify and Renew)

MT-22(23)

Working Remote between

Electrical Safety Authority "ESA"

and

Power Workers' Union the "Union"

The parties agree to the following principles in regard to Regular Inspectors, Field Evaluation Inspectors, Field Evaluation Specialists, Senior Inspectors and Senior Field Evaluation Inspectors (hereafter "Inspectors") with respect to Working Remote Agreement:

1. The current treatment shall continue for regular Inspectors who remain in their current base position and residence location.
2. Residence Headquarters area is a defined geographic area encompassing the work headquarters as outlined on the agreed to maps. Any modifications to the existing work headquarters locations and residence headquarters areas will be subject to joint discussion.
3. Work Headquarters locations are as defined on the attached list (Schedule A).
4. New and existing employees who are selected to a position in a new work headquarters location are expected to reside within the residence headquarters area.
 - If the Inspector chooses to reside outside of the residence headquarters area, the Inspector will pay a standard daily amount equivalent to the daily return kilometres from the Inspector's residence to and from residence headquarters boundary calculated at the km rate established by the Collective Agreement.
 - If the Inspector chooses to reside outside of the residence headquarters area, the Inspector's standard daily return commuting time is additional to their regular eight (8) hour workday.
 - If the Inspector resides within the residence headquarters area, travel within the Team boundary is on company time.
5. Where mutually agreeable, an Inspector may arrange for secure, appropriate storage of the company vehicle at a location, which resides within the residence headquarters area at the Inspector's expense (if applicable). The Inspector would drive their own vehicle daily to and from the storage facility on their own time.

6. The creation of residence headquarters boundaries is expected to support flexibility in rotating Inspectors within Team boundaries and provide for the effective and efficient delivery of inspection services.
7. The company will advise the union of team changes, which may be discussed at the ESA-PWU Partnership Committee Meeting.
8. An office that is not closed as a result of the decision of the Inspector(s) shall be adequately equipped by the ESA.
9. If an Inspector works at an external office as a result of the closure of the ESA office, ESA will supply/replace at their expense a standard printer/copier/fax machine and associated office supplies. No other office-associated expenses will be reimbursed by ESA (e.g. parking, etc.).
10. The Inspector will be reimbursed a monthly Working Remote Allowance of \$200.00 on April 1, 2020, April 1, 2021 \$220, April 1, 2022 \$230 minus any applicable statutory deductions.
11. New Inspectors, upon placement to their initial regular position in a working remote location, on a one-time basis may charge up to ~~\$200~~400.00 on their corporate procurement credit card towards the purchase of approved office related equipment.
12. Where Management agrees there is a business need, ESA will pay for the costs of associated business-related expenses, which may include a dedicated personal phone line, internet and long distance charges as per the expense report or corporate procurement card process.
13. Employees on long-term sick leave, maternity/parental leave or WSIB will not be eligible for the Working Remote Allowance payment upon the first day of the second month following the original date of absence. Upon return from long-term sick leave, maternity/parental leave or WSIB, the Inspector will be eligible for the Working Remote Allowance payment upon the first day of the month following return from sick leave. **
14. ESA will arrange for the space to hold periodic training and/or safety meetings.
15. ESA agrees that once an office is closed it will not re-open an office for at least 24 months or where an office is open, it will not be closed for at least 24 months. The decision to work remotely may be reviewed anytime after the 20th month following the initial office closure or opening where it is agreed to by a least 50% of Inspectors in a multi-Inspector office or it is mutually agreeable between the COO and the Inspector in a single-Inspector office.
16. Where an office is open ESA will provide office space for the Inspectors. Inspectors will be expected to start and end their day at the office. Inspectors who currently have ESA office equipment at their home will be asked to return the equipment and, if applicable, reimbursement of the cost for dedicated phone line will cease. Alternatively, with the approval of the General Manager, an Inspector may continue to upload and download their work remotely.

17. Inspectors who are on temporary headquarters to a location will be required to adopt the work protocol of that location, however he / she would maintain only the allowances paid in their regular work headquarters. This allowance would be in addition to the temporary work headquarters entitlements outlined in the Collective Agreement.
18. New employees, or those on permanent transfer would adopt both the work protocol and the allowance paid of the office they are joining. In the case of permanent transfer, all allowances paid at the old headquarters would cease, and the Inspector would be eligible for the allowance already in place at the new regular headquarters. Job postings will state whether the posted vacancy is for a work remote or office location.
19. The home office referred to herein will be treated as a workplace for WSIB purposes.
20. The parties agree the following principles in regard to Regular Inspectors, Field Evaluation Inspectors, Field Evaluation Specialists, Senior Inspectors and Senior Field Evaluation Inspectors (hereafter "Inspectors") with respect to Working Remote Agreement are in addition to the existing Mid-Term Agreement. The following outlines treatment when reimbursement is required in accordance with the Working Remote Mid-Term Agreement:
21. The number of Annual Days for Reimbursement available during the calendar year is based on the following:

Total Calendar Day	365
LESS	
Weekends and Statutory Holidays	115
Bereavement, Short-term Sick Leave, Regional and Committee Meetings, Training	14
LESS Individual's Annual Vacation Entitlements	
Annual Days for Reimbursement	

22. The Annual Days for Reimbursement for the calendar year will be calculated for each individual taking the Standard Days and deducting their individual annual vacation entitlement, floaters and granted time entitlements.
23. An individual's reimbursement shall be calculated using their Annual Days for reimbursement, multiplied by their daily return kms, multiplied by the km Rate, and divided by twelve (12).
24. The km rate used in the calculation shall be effective January 1st, calculated as the average km rate (rounded to whole cents) based on the monthly km rates in effect during the previous calendar year.
25. The payment will be processed via a monthly payroll deduction during the same pay week that the Working Remote Allowance is processed.
26. An individual will continue to report their Vehicle Log spreadsheet monthly, which

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identifies the days requiring reimbursement.

27. Should an individual's reimbursement requirement change during the calendar year, any impact on the reimbursement requirement will be adjusted effective the first of the month following.
28. An individual's calendar reimbursement will be reconciled annually in January and adjusted as necessary; reconciliation will include a review of time used (in full day increments) for vacation, lieu time, meetings attended, sick leave, bereavement, Family Emergency Leave and jury duty.
29. In the event that the Working Remote Mid-Term is no longer applicable to an individual (i.e. permanent position transfer, retirement, termination), their reconciliation will be performed in time for their last payroll deposit.
30. Should an individual's Working Remote Allowance stop (due to long-term sick leave, maternity/parental leave, temporary transfer to position where Working Remote is not applicable), the reimbursement will end coincident with the allowance end date; and subsequently, reinstated when the Working Remote Allowance is reinstated; reconciliation will be conducted at the end of the calendar year.

** For example, if the Inspector's first day of absence is April 16, payment of the allowance would cease effective June 1. If return from long-term sick leave is April 16, the allowance would be reinstated effective May 1.
31. The process will be reviewed annually by the parties early in the calendar year and adjusted as necessary.
32. Working Remote Modernization Agreement included in Schedule B outlines updates to the MT-22 as of September 2020.
33. Either party can terminate this Agreement with six months' written notice or sooner provided suitable office space can be acquired.
34. G. Charney shall remain seized of any dispute between the parties arising out of the interpretation or application of this Agreement.

Dated at Mississauga this ~~17~~^{XX}th day of September ~~2020~~^{XX} 20202026

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Schedule B

Working Remote Modernization Agreement

Scope: To review and suggest changes to the Working Remote Mid-Term ESA-MT-22 for the mutual benefit of ESA and the PWU. Any changes would not affect current employees grandfathered under the original ESA-MT-22.

The proposal is not to "fix" all complaints or problems, but to modernize a 12-year-old ESA-MT-22.

Agreed to Changes:

- Increase the radius of all Residence Headquarters (commonly referred to as "circles") to 30km (No change to Metro, Ottawa, or Port Elgin)
- Add Residence Headquarters in work locations that ESA may wish to post in the future
- Institute an exception process.

***Not to be Reproduced in the Collective Agreement- Tire Storage:
The Employer agrees to meet with the Union during the term of the Collective Agreement to discuss concerns raised by the Union regarding tire storage. Any discussion arising from this meeting will be without prejudice.***

(Modify and Renew)

ESA-SL- Job Trial Period

April 26, 2023 XX XX, 2026

SIDE LETTER RE: Job Trial Period

For the term of the Collective Agreement

When an employee from the bargaining unit has been awarded a position as the successful candidate, there will be a 90-day job trial period from commencement in the new role to determine their suitability and competency for the role. Any issues within the 90 day period will be brought to the Chief Steward. If an employee is unable to demonstrate the required skill and ability to perform satisfactorily in the new position, with the agreement of the Chief Steward, they may be returned to the substantive position and their salary schedule will be adjusted accordingly.

Tanya Mushynski
Vice President, People & Culture
Electrical Safety Authority

~~Tom Chessell~~ Darren Nesbitt
Vice President, Sector 3
Power Workers' Union

Date

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