

IN THE MATTER OF AN ARBITRATION

BETWEEN

INDEPENDENT ELECTRICITY SYSTEM OPERATOR

(the “IESO”)

and

SOCIETY OF UNITED PROFESSIONALS

(the “Society”)

**MANAGEMENT GRIEVANCE
(Repayment by Nathan Smith)**

ARBITRATOR: John Stout

APPEARANCES:

For the IESO:

Richard Charney, Norton Rose Fulbright Canada LLP
Sierah McDowell, Norton Rose Fulbright Canada LLP

For the Society

Michael Wright , Wright Henry LLP
Yin Kot, Wright Henry LLP

HEARING HELD BY WRITTEN SUBMISSIONS

AWARD

[1] This matter concerns a July 22, 2024 grievance filed by the IESO alleging that Nathan Smith failed to abide by Article 47.4(f) of the Collective Agreement between the IESO and the Society. In particular, Mr. Smith failed to repay the supplementary unemployment benefit (“SUB”) top-up payment he received from the IESO when he left employment less than six months after his return from parental leave.

[2] The grievance was scheduled to proceed to hearing on November 15, 2024. The parties and Mr. Smith resolved the grievance by entering into Minutes of Settlement on November 13, 2024 (the “MOS”). At paragraph 8 of the MOS, the parties and Mr. Smith request that I issue an award upholding the grievance, providing directions and orders as set out in paragraphs 1, 2 and 3 of the MOS.

[3] Therefore, in accordance with the agreement between the parties and Mr. Smith, I am upholding the grievance and making the following directions and orders:

1. Mr. Smith shall pay to the IESO a total of \$12,060.09 in accordance with paragraphs 2 and 3 below.
2. The amount to be paid by Mr. Smith to the IESO set out in paragraph 1 is to be paid and allocated as follows:
 - (a) Mr. Smith shall deliver 15 cheques, 14 of which are post-dated, to the IESO by no later than November 22, 2024 failing which the full amount set out in paragraph 1 will be payable to the IESO by no later than December 15, 2024 plus an additional administrative fee of \$2,000.00 to cover legal fees, interest and arbitration fees (the “**Administrative Fee**”) required to effect enforcement of these Minutes of Settlement.
 - (b) The first cheque in the amount of \$860.09 is to be dated November 18, 2024.
 - (c) The remaining 14 post-dated cheques in the amount of \$800.00 are to be dated for payment on the 1st of each month thereafter, beginning on December 1, 2024 and ending on January 1, 2026.

(d) Each of the 15 cheques are to include the following:

- (i) To be paid to the “Independent Electricity System Operator”
- (ii) A note on the memo line stating “repaying parental leave”
- (iii) Mr. Smith’s employee number.

(e) Each of the 15 cheques are to be sent to:

Independent Electricity System Operator Attention:
Muhammad Salik, Treasury Department 2635
Lakeshore Rd. West, Mississauga, Ontario
L5J 4R9.

(f) Mr. Smith shall ensure that there are sufficient funds in his bank account such that each and every cheque must clear in a timely manner, failing which Mr. Smith will be required to pay the full amount set out in paragraph 1 of these Minutes of Settlement immediately, plus the Administrative Fee of \$2,000.00 required to effect enforcement of these Minutes of Settlement.

(g) The manner of payment set out in paragraphs 2 and 3 of these Minutes of Settlement is without prejudice or precedent to any other matter between the IESO, Mr. Smith and the Society, and shall not be referred to or relied on in any other matter for any purpose whatsoever.

3. The Parties agree to cancel the hearing date of November 14, 2024 and jointly pay the Arbitrator’s cancellation fee (the “**Cancellation Fee**”) in the following manner:

- a. The Society and the IESO shall each pay half of the Cancellation Fee.
- b. In addition to the Amount Owed (\$11,260.09), Mr. Smith shall pay \$800.00 to the IESO toward the Cancellation Fee pursuant to the manner of payment set out in paragraph 2(d), 2(e) and 2(f) above.
- c. For greater certainty, Mr. Smith’s payment of \$800.00 toward the

Cancellation Fee constitutes the 15th cheque as set out in paragraph 2 above. This 15th post-dated cheque will be delivered to the IESO by no later than November 15, 2024.

d. as set out in paragraph 2 above and will be dated January 1, 2026.

[4] In accordance with paragraph 18 of the MOS, I remain seized of any issues arising out of the implementation or enforcement of the MOS, including but not limited to paragraphs 9 to 14 inclusive

Dated at Toronto, Ontario this 18th day of November, 2024.

A handwritten signature in dark ink, consisting of several loops and a long horizontal stroke extending to the right.

John Stout - Arbitrator