

COLLECTIVE AGREEMENT

between

THE ONTARIO PUBLIC SERVICE EMPLOYEES UNION

(Hereinafter referred to as the "Union")




and

THE CROWN IN RIGHT OF ONTARIO

Represented by

MANAGEMENT BOARD OF CABINET

(Hereinafter referred to as the "Employer")

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THIS AGREEMENT made on the 5th day of September, 1990

between

THE CROWN IN RIGHT OF ONTARIO
Represented by Management Board of Cabinet

(Hereinafter referred to as the "Employer")

and

THE ONTARIO PUBLIC SERVICE EMPLOYEES UNION

(Hereinafter referred to as the "Union")

PREAMBLE

1. The purpose of this Agreement between the Employer and the Union is to establish and maintain:
 - (a) satisfactory working conditions and terms of employment for all employees who are subject to this Agreement;
 - (b) a procedure for the prompt and equitable handling of grievances and disputes.
2. It is understood that the provisions of this Agreement apply equally to male and female employees.

The parties, therefore, agree as follows:

Part A — WORKING CONDITIONS

ARTICLE 1 — RECOGNITION

- 1.1 In accordance with The Crown Employees Collective Bargaining Act, the Ontario Public Service Employees Union is recognized as the exclusive collective bargaining agent for all public servants other than persons who are not employees within the meaning of clause f of subsection 1 of Section 1 of The Crown Employees Collective Bargaining Act.

ARTICLE A — NO DISCRIMINATION/ EMPLOYMENT EQUITY

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- A.1 There shall be no discrimination practised by reason of race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, sex, sexual orientation, age, marital status, family status, or handicap, as defined in section 9(1) of the Ontario Human Rights Code (OHRC).
- A.2 It is recognized that in accordance with section 13 of the OHRC, the Employer's employment equity program shall not be considered a contravention of this article.

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ARTICLE 2 — CHECK-OFF OF UNION DUES

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- 2.1 There shall be deducted from the regular bi-weekly pay of every employee appointed to the regular staff of the civil service a sum in lieu of membership dues equivalent to the bi-weekly dues of the Ontario Public Service Employees Union.
- 2.2 The deductions referred to herein shall be remitted to the Ontario Public Service Employees Union.

- 2.3 The Union must advise the Employer in writing of the amount of its regular dues. The amount *so* advised shall continue to be deducted until changed by a further written notice to the Employer signed by authorized officials of the Union.
- 2.4 The Union agrees to indemnify and save the Employer harmless from any liability arising out of the operation of this Article.
- 2.5 The parties agree on the arrangements for a dues reconciliation tape — see Appendix I attached.

ARTICLE 3 — UNCLASSIFIED EMPLOYEES

- 3.1 The only terms of this Agreement that apply to employees who are not civil servants are those that are set out in this Article.

UNCLASSIFIED STAFF OTHER THAN SEASONAL EMPLOYEES

- 3.2 Sections 3.3 to 3.16 apply only to unclassified staff other than seasonal employees.

WAGES

- 3.3.1 The rate of the equivalent civil service classification shall apply. If there is no equivalent classification, the rate shall be set by the ministry involved and the Union shall have the right to negotiate the rate during the appropriate salary negotiations.
- 3.3.2 Employees covered by this Section shall be entitled to the same provisions regarding retroactivity of salary revisions as those agreed upon for the Civil Service Salary Category to which they correspond.

OVERTIME

- 3.4 One and one-half ($1\frac{1}{2}$) times the basic hourly rate shall be paid for authorized hours of work performed:
- (a) in excess of seven and one-quarter (7 $\frac{1}{4}$) or eight (8) hours per day, as applicable, where employees work a regular thirty-six and one-quarter ($36\frac{1}{4}$) or forty (40) hour work week, as applicable, or
 - (b) in excess of the scheduled hours for employees who work on a regularly scheduled work day exceeding eight (8) hours, or
 - (c) in excess of the employees' regularly scheduled work week, or
 - (d) in excess of thirty-six and one-quarter (36 $\frac{1}{4}$) or forty (40) hours per week where employees do not have regularly scheduled work days.

REPORTING PAY

- 3.5.1 Where an employee reports for work at his scheduled starting time and work is not available, he shall receive two (2) hours' pay at his basic hourly rate.
- 3.5.2 Notwithstanding sub-section 3.5.1, where an employee has been scheduled to work for less than two (2) hours, he shall receive payment for the hours scheduled.
- 3.5.3 This section shall not apply where the employee has been notified, at least one (1) hour prior to his scheduled starting time, not to report for work.

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HOLIDAYS

- 3.6 Four percent (**4%**) of **gross** pay, not including vacation pay, shall be added to the employee's regular pay to compensate for the holidays as defined in Article 48 (Holidays). When the employee is required to work on any of these holidays, he shall be paid two (**2**) times his basic hourly rate for all hours worked in addition to the **four percent (4%)**. However, where the employee's equivalent civil service classification is in Schedule **6**, the employee shall receive his regular day's pay when required to work on such a holiday in addition to the **four percent (4%)**.

VACATION PAY

- 3.7 **Four percent (4%)** of **gross** pay shall be added to the employee's regular pay in lieu of vacation leave with pay.

ATTENDANCE CREDITS AND SICK LEAVE

- 3.8.1 Employees who work thirty-six and one-quarter (**36%**) or forty (**40**) hours per week shall earn attendance credits of one and one-quarter ($1\frac{1}{4}$) days for each calendar month of full attendance. Attendance credits may be used for protection purposes only in the event that an employee is unable to attend to his official duties by reason of illness or injury. However, accumulated attendance credits earned prior to April 1, 1978 may be transferred to the Classified Service when the appointment to the Classified Service is made from continuous, unbroken, full-time Unclassified Service.
- 3.8.2 After five (5) days' absence caused by sickness, no leave with pay shall be allowed unless a certificate of a legally qualified medical practitioner is forwarded

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to the deputy minister of the ministry, certifying that the employee is unable to attend to his official duties.

- 3.8.3 Notwithstanding sub-section 3.8.2, where it is suspected that there may be an abuse of sick leave, the deputy minister or his designee may require an employee to submit a medical certificate for a period of absence of less than five (5) days.

O.H.I.P.

- 3.9 One hundred percent (100%) of the Ontario Health Insurance Plan monthly premium shall be paid for employees who work a regular thirty-six and one-quarter (36%) or forty (40) hour work week and who have been so employed for three (3) calendar months in a ministry.

BEREAVEMENT LEAVE

- 3.10 An employee who is scheduled to work more than twenty-four (24) hours during a week and who would otherwise have been at work, shall be allowed up to three (3) days of leave-of-absence with pay in the event of the death of his spouse, mother, father, mother-in-law, father-in-law, son, daughter, brother, sister, ward or guardian. However, in the event of the death of his sister-in-law, son-in-law, daughter-in-law, brother-in-law, grandparent or grandchild, he shall be allowed only one (1) day's leave-of-absence with pay.

HEALTH AND SAFETY

- 3.11 The Employer shall continue to make reasonable provisions for the safety and health of its employees during the hours of their employment. It is agreed that both the Employer and the Union shall co-operate to the fullest extent possible in the prevention of accidents and in the reasonable

promotion of safety and health of all employees.

TERMINATION OF EMPLOYMENT

- 3.12 Employment may be terminated by the Employer at any time with one (1) week's notice, or pay in lieu thereof.

APPOINTMENT TO THE CLASSIFIED SERVICE

- 3.13.1 Where an employee is appointed to the Classified Service and has worked more than twenty-four (24) hours per week on a continuous basis immediately prior to appointment to the Classified Service, the time he actually worked within the previous year may be considered to be part of his probationary period to a maximum of six (6) months.
- 3.13.2 Notwithstanding 3.13.1, where an employee is appointed to the classified service as a regular part-time civil servant and has worked at least the minimum hours specified in Article 61.1 on a continuous basis immediately prior to appointment to the classified service, the time he actually worked within the previous year may be considered to be part of his probationary period to a maximum of six (6) months.
- 3.14.1 Union dues shall be deducted from an employee covered by this Section. These dues shall be remitted to the Union quarterly, accompanied by the name, social insurance number, ministry and where applicable, the civil service classification used to establish the wage rate of the employee on whose behalf the deductions have been made. See Appendix 2, attached.
- 3.14.2 The Union must advise the Employer in writing of the amount of its dues for employees covered by this

Section. The amount so advised shall continue to be deducted until changed by a further written notice to the Employer signed by authorized officials of the Union.

- 3.14.3 The Union agrees to indemnify and save the Employer harmless from any liability arising out of the operation of Section 3.14 of this Article.

CONVERSION OF UNCLASSIFIED POSITIONS TO CLASSIFIED POSITIONS

- 3.15.1 Effective April 1, 1991, where the same work has been performed by an employee in the Unclassified Service for a period of at least two (2) consecutive years, and where the ministry has determined that there is a continuing need for that work to be performed on a full-time basis, the ministry shall establish a position within the Classified Service to perform that work, and shall post a vacancy in accordance with Article 4 (Posting and Filling of Vacancies or New Positions).

- 3.15.2 For the purpose of this section, "full-time" shall mean a minimum of one thousand seven hundred and thirty-two and three quarter (1,732 $\frac{3}{4}$) straight-time hours or one thousand nine hundred and twelve (1,912) straight-time hours in each year, as applicable, including authorized leaves of absence. However, all hours worked by an unclassified employee while he is replacing a classified employee who is on an authorized leave of absence shall not be included in computing the annual hours worked by the unclassified employee.

OTHER APPLICABLE ARTICLES

- 3.16 The following Articles shall also apply to unclassified staff other than seasonal employees: Articles A. 1, 9, 11, 12, 15, 16, 17, 21, 22, 23, 25, 27, 32, 36 and 85.

SEASONAL EMPLOYEES

3.17 Sections 3.18 to 3.36 apply only to seasonal employees.

DEFINITION

3.18 A seasonal employee is an employee appointed for a period of at least eight (8) consecutive weeks to an annually recurring full-time position in the unclassified service in a ministry. For purposes of this definition full-time means a minimum of thirty-six and one-quarter (36¾) or forty (40) hours per week, as applicable.

PROBATIONARY PERIOD

3.19 The probationary period for a seasonal employee shall be two (2) full periods of seasonal employment of at least eight (8) consecutive weeks each, worked in consecutive years in the same position in the same ministry

SENIORITY

3.20.1 A seasonal employee's seniority within a ministry will accumulate upon completion of his probationary period and shall include:

- (a) all hours worked as a seasonal employee at the straight-time rate;
- (b) periods of authorized paid leave in accordance with Section 3.32, Attendance Credits and Sick Leave.

3.20.2(a) A seasonal employee will lose his seniority when:

- (i) he voluntarily terminates his employment,

- (ii) he is dismissed (unless such dismissal is reversed through the grievance procedure),
- (iii) he is absent without leave in excess of ten (10) consecutive working days,
- (iv) he is unavailable for or declines an offer for re-employment as provided in Section 3.21 (Job Security), or
- (v) he ceases to be in the employ of the ministry for a period of more than twelve (12) months.

3.20.2(b) Notwithstanding subsections 3.20.2(a)(iv) and (v), a seasonal employee shall not lose his or her seniority, nor acquire additional seniority, where he or she is unavailable for or declines an offer for re-employment for the reason that:

- (i) she is pregnant and is expected to give birth on a date which falls within the contract period for which she is offered re-employment,
- (ii) the employee or the employee's spouse is expected to give birth or has given birth within seventeen (17) weeks of the commencement of the contract period for which the employee is offered re-employment, or
- (iii) a child has been placed for adoption in the employee's home within seventeen (17) weeks of the commencement of the contract period for which the employee is offered re-employment,

and the employee submits a certificate from a legally qualified medical practitioner verifying the anticipated or actual date of birth, or documentation establishing the date of placement of a child in the employee's home, as applicable.

JOB SECURITY

- 3.21.1 Seasonal employees who have completed their probationary period shall be offered employment in their former positions in the following season on the basis of seniority.
- 3.21.2 Where the Employer reduces the number of seasonal employees prior to the expiry date of employment specified in the contracts of employment, seasonal employees in the same position shall be laid off in reverse order of seniority.
- 3.21.3 A seasonal employee is responsible for advising his ministry, in the manner established by his ministry, of his current phone number and address and is responsible for the accuracy and completeness of the information provided.

WAGES

- 3.22.1 The rate of the equivalent civil service classification shall apply. If there is no equivalent classification, the rate shall be set by the ministry and the Union shall have the right to negotiate the rate during the appropriate salary negotiations.
- 3.22.2 Seasonal employees shall be entitled to the same provisions regarding retroactivity of salary revisions as those agreed upon for the Civil Service Salary Category to which they correspond.
- 3.22.3 Seasonal employees shall be eligible, based upon merit, to progress through the salary range at the start of each period of seasonal employment in the same position in the same ministry after they have completed their probationary period.

OVERTIME

- 3.23.1 The overtime rate shall be one and one-half ($1\frac{1}{2}$) times the employee's basic hourly rate.
- 3.23.2 In this Section, "overtime" means an authorized period of work calculated to the nearest half-hour and performed on a scheduled working day in addition to the regular working period or performed on a scheduled day(s) off.
- 3.23.3 Overtime shall be paid within two (2) months of the pay period within which the overtime was actually worked.
- 3.23.4 Employees who are in positions whose corresponding classifications are assigned to Schedule 6 shall not qualify for overtime on a normal working day. When required to work on a day off they shall receive equivalent time off.
- 3.23.5 Notwithstanding sub-section 3.23.4, seasonal employees who are in positions whose corresponding classifications are assigned to Schedule 6 and who are assigned to forest fire fighting or related duties shall be paid one and one-half ($1\frac{1}{2}$) times the employee's basic hourly rate, to be calculated on the basis of thirty-six and one-quarter ($36\frac{1}{4}$) hours per week, for all such work after eight (8) hours in a twenty-four (24) hour period.

SEASONAL EMPLOYEE BENEFITS GENERAL

- 3.24.1 Salary shall mean only those earnings from scheduled straight-time hours during the contract period.
- 3.24.2 Coverage for Basic Life, Supplementary Health and Hospital (including Vision Care and Hearing Aid

benefits), and Dental Plan benefits shall commence on the first of the month coinciding with or immediately following two months of continuous employment, except that on subsequent consecutive periods of seasonal employment which qualify the employee for these benefits, coverage shall commence on the first of the month coinciding with or immediately following the start of the period of employment.

- 3.24.3** All coverage under the Basic Life Insurance Plan, the Supplementary Health and Hospital Plan (including Vision Care and Hearing Aid benefits) and the Dental Plan will cease at the end of the month in which the contract of employment terminates, except that an employee may continue the coverage at his own expense during the periods between seasonal employment by arranging to pay the full premiums at least one (1) week in advance of the first of the month in which the coverage is to take effect through his ministry personnel or payroll branch. Failure by the employee to pay the full premiums as specified will disentitle the employee to any further benefits under this sub-section. There is a thirty-one (31) day grace period following the month in which employment terminates during which the Basic Life insurance remains in force.
- 3.24.4** During leaves-of-absence without pay during periods of seasonal employment, employees may continue participating in Basic Life, Supplementary Health and Hospital (including Vision Care and Hearing Aid benefits), O.H.I.P., and the Dental Plan by arranging to pay full premiums at least one (1) week in advance of the first of the month in which coverage is to take effect through their ministry personnel or payroll branch.
- 3.24.5** Notwithstanding sub-section 3.24.3, all benefits coverage under any of the provisions of this Article

shall cease at the end of the month in which a seasonal employee's employment terminates:

- (a) for any of the reasons set out in sub-section 3.20.2, whether or not the employee has completed his probationary period, or
- (b) as a result of termination of employment under Section 3.34.

BASIC LIFE

3.25.1 The Employer shall pay one hundred percent (100%) of the monthly premium of the Basic Life plan.

3.25.2 The Basic Life Insurance Plan shall provide:

- (a) coverage of five thousand dollars (\$5,000) during the period of employment,
- (b) a conversion option on termination of insurance coverage may be exercised without evidence of insurability and providing coverage up to the amount for which the employee was insured prior to termination (less the amount of coverage provided by the Employer in the case of retirement). The premium of such policy shall be at the current rates of the insuring company. Application must be made within thirty-one (31) days of the date of termination of insurance. The Employer will advise terminating employees of this conversion privilege. The minimum amount that may be converted is two thousand dollars (\$2,000).

The conversion options shall be:

1. Any standard life or endowment plans (without disability or double-indemnity benefits) issued by the insurance carrier.

2. A one (1) year term insurance plan which is convertible to the standard life or endowment plans referred to in 1, above.
3. A term to age sixty-five (65) insurance plan.

SUPPLEMENTARY HEALTH AND HOSPITAL (INCLUDING VISION CARE AND HEARING AID)

- 3.26.1 The Employer shall pay one hundred percent (100%) of the monthly premium of the Supplementary Health and Hospital plan, and fifty percent (50%) of the monthly premium for the Vision Care and Hearing Aid plan. The employee shall pay the balance of the premium for the Vision Care and Hearing Aid plan through payroll deduction.
- 3.26.2 Benefits provided under the Supplementary Health and Hospital plan, including Vision Care and Hearing Aid benefits, shall be the same as those provided for full-time civil servants and described in Article 44

DENTAL PLAN

- 3.27.1 The Employer shall pay one hundred percent (100%) of the monthly premium for the Dental Plan.
- 3.27.2 Benefits provided under the Dental Plan shall be the same as those provided for full-time civil servants and described in Article 57, except that there shall be a limit of one thousand dollars (\$1,000) in benefits payable for expenses incurred in a calendar year, unless the employee maintains coverage during the whole period between seasonal employment, pursuant to sub-section 3.24.3, in which case there shall be no limit on benefits payable in a calendar year.

ONTARIO HEALTH INSURANCE PLAN

- 3.28 The Employer shall pay one hundred percent (100%) of each seasonal employee's Ontario Health Insurance Plan monthly premium. Benefits will be as provided by the O.H.I.P. plan.

VACATION PAY

- 3.29 Five and three-quarters percent (5.75%) of gross pay shall be added to the employee's regular pay in lieu of vacation leave with pay.

HOLIDAYS

- 3.30 Four percent (4%) of gross pay, not including vacation pay, shall be added to the employee's regular pay to compensate for the holidays as defined in Article 48 (Holidays). When the employee is required to work on any of these holidays, he shall be paid two (2) times his basic hourly rate for all hours worked in addition to the four percent (4%). However, where the employee's equivalent civil service classification is in Schedule 6, the employee shall receive his regular day's pay when required to work on such a holiday in addition to the four percent (4%).

BEREAVEMENT LEAVE

- 3.31 A seasonal employee who would otherwise have been at work shall be allowed up to three (3) days leave-of-absence with pay in the event of the death of his spouse, mother, father, mother-in-law, father-in-law, son, daughter, brother, sister, son-in-law, daughter-in-law, sister-in-law, brother-in-law, grandparent, grandchild, ward or guardian.

ATTENDANCE CREDITS AND SICK LEAVE

- 3.32.1(a) A seasonal employee shall earn attendance credits of one and one-quarter ($1\frac{1}{4}$) days for each calendar month of full attendance. Attendance credits may only be used for income protection purposes in the event that an employee is unable to attend to his duties by reason of illness or injury.
- 3.32.1(b) An employee shall accumulate unused attendance credits earned after the date of ratification of this collective agreement from period to period of seasonal employment within the same ministry.
- 3.32.1(c) Attendance credits earned and accumulated by an employee pursuant to Article 3.32.1(a) may be used only during the employee's periods of seasonal employment within a ministry.
- 3.32.1(d) **An** employee shall lose his or her accumulated attendance credits where:
- (i) the employee loses his or her seniority for any reason set out in Article 3.20.2;
 - (ii) the employee's employment is terminated pursuant to Article 3.34; or
 - (iii) the employee is appointed to the classified service.
- 3.32.2 After five (5) days' absence caused by sickness or injury, no leave with pay shall be allowed unless a certificate of a legally qualified medical practitioner is forwarded to the deputy minister of the ministry, certifying that the employee is unable to attend to his duties.
- 3.32.3 Notwithstanding sub-section 3.32.2, the deputy minister or his designee may, at his discretion,

require an employee to submit a medical certificate for a period of absence of less than five (5) days.

HEALTH AND SAFETY

- 3.33 The Employer shall continue to make reasonable provisions for the safety and health of its employees during the hours of their employment. It is agreed that both the Employer and the Union shall co-operate to the fullest extent possible in the prevention of accidents and in the reasonable promotion of safety and health of all employees.

TERMINATION OF EMPLOYMENT

- 3.34 Seasonal employees who have not completed their probationary period may be terminated by the Employer at any time with one (1) week's notice, or pay in lieu thereof.

UNION DUES

- 3.35.1 Union dues shall be deducted from an employee covered by this Section. These dues shall be remitted to the Union quarterly, accompanied by the name, social insurance number, ministry, and where applicable, the civil service classification used to establish the wage rate of the employee on whose behalf the deduction is made. See Appendix 2, attached.
- 3.35.2 The Union must advise the Employer in writing of the amount of its dues for employees covered by this Section. The amount so advised shall be deducted until changed by a further written notice to the Employer signed by authorized officials of the Union.
- 3.35.3 The Union agrees to indemnify and save the Employer harmless from any liability arising out of

the operation of section 3.35 of this Article.

OTHER APPLICABLE ARTICLES

- 3.36 The following Articles shall also apply to seasonal employees: Articles A, 1, 9, 11, 12, 15, 16, 17, 21, 22, 23, 27, 32, 36, and 85.

ARTICLE 4 — POSTING AND FILLING OF VACANCIES OR NEW POSITIONS

- 4.1 When a vacancy occurs in the Classified Service for a bargaining unit position or a new classified position is created in the bargaining unit, it shall be advertised for at least ten (10) working days prior to the established closing date when advertised within a ministry, or it shall be advertised for at least fifteen (15) working days prior to the established closing date when advertised service-wide. All applications will be acknowledged. Where practicable, notice of vacancies shall be posted on bulletin boards.
- 4.2 The notice of vacancy shall state, where applicable, the nature and title of position, salary, qualifications required, the hours-of-work schedule as set out in Article 7 (Hours of Work), and the area in which the position exists.
- 4.3 In filling a vacancy, the Employer shall give primary consideration to qualifications and ability to perform the required duties. Where qualifications and ability are relatively equal, length of continuous service shall be a consideration.
- 4.4 An applicant who is invited to attend an interview within the civil service shall be granted time off with no loss of pay and with no loss of credits to attend the interview, provided that the time off does not unduly interfere with operating requirements.

- 4.5 Relocation expenses shall be paid in accordance with the provisions of the Employer's policy.

ARTICLE 5 — PAY ADMINISTRATION

- 5.1.1 Promotion occurs when the incumbent of a classified position is assigned to another position in a class with a higher maximum salary than the class of his former position.

- 5.1.2 An employee who is promoted shall receive that rate of pay in the salary range of the new classification which is the next higher to his present rate of pay, except that:

where such a change results in an increase of less than three percent (3%), he shall receive the next higher salary rate again, which amount will be considered as a one-step increase;

a promotional increase shall not result in the employee's new salary rate exceeding the maximum of the new salary range except where permitted by salary note.

- 5.1.3 Where an employee:
- (a) at the maximum rate of a salary range is promoted, a new anniversary date is established based upon the date of promotion;
 - (b) at a rate less than the maximum in the salary range is promoted and receives a promotional increase:

greater than a one-step increase, a new anniversary date based on the date of promotion is established;

— of one step or less, the existing anniversary date is retained.

- 5.2.1 Where the duties of an employee are changed as a result of reorganization or reassignment of duties and the position is reclassified to a class with a lower maximum salary, an employee who occupies the position when the reclassification is made is entitled to salary progression based on merit to the maximum salary of the higher classification including any revision of the maximum salary of the higher classification that takes effect during the salary cycle in which the reclassification takes place.
- 5.2.2 An employee to whom the above section applies is entitled to be appointed to the first vacant position in his former class that occurs in the same administrative district or unit, institution or other work area in the same ministry in which he was employed at the time the reclassification was made.
- 5.3 Where a position is reassessed and is reclassified to a class with a lower maximum salary, any employee who occupies the position at the time of the reclassification shall continue to be entitled to salary progression based on merit to the maximum salary of the higher classification, including any revision of the maximum salary of the higher classification that takes effect during the salary cycle in which the reclassification takes place.
- 5.4.1 Where, because of the abolition of a position, an employee is assigned:
- (a) from one position in a ministry to another position in the same ministry, or
 - (b) from a position in one ministry to a position in another ministry,

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and the position to which he is assigned is in a class with a lower maximum salary than the maximum salary for the class of the position from which he was assigned, he shall continue to be entitled to salary progression based on merit to the maximum salary of the higher classification including any revision of the maximum salary of the higher classification that takes effect during the salary cycle in which the assignment takes place

5.4.2 Sub-section 5.4.1 applies only where there is no position the employee is qualified for, and that he may be assigned to, and that is:

- (a) in the same classification that applied to the employee's position before the position was abolished, or
- (b) in a classification having the same maximum salary rate as the maximum salary rate of the classification that applied to the employee's position before the position was abolished.

5.5 Where, for reasons of health, an employee is assigned to a position in a classification having a lower maximum salary. he shall not receive any salary progression or salary decrease for a period of six (6) months after his assignment, and if at the end of that period, he is unable to accept employment in his former classification, he shall be assigned to a classification consistent with his condition.

5.6 Except as provided above, an employee who is demoted shall be paid at the rate closest to but less than the rate he was receiving at the time of demotion, effective from the date of his demotion.

5.7 It is understood that where an employee is assigned to a position pursuant to Section 5.4, 5.5 or 5.6, the provisions of Article 4 (Posting and Filling of Vacancies or New Positions) shall not apply.

5.8.1 When a new classification is to be created or an existing classification is to be revised, at the request of either party the parties shall meet within thirty **(30)** days to negotiate the salary range for the new or revised classification, provided that should no agreement be reached between the parties, then the Employer will set the salary range for the new or revised classification subject to the right of the parties to have the rate determined by arbitration.

5.8.2 See Appendix 9 attached.

CUSTODIAL RESPONSIBILITY ALLOWANCE

5.9 See Appendix 8, attached.

ARTICLE 6 – TEMPORARY ASSIGNMENTS

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6.1.1 Where an employee is assigned temporarily to perform the duties of a position in a classification with a higher salary maximum for a period **in** excess of five (5) consecutive working days, he shall be paid acting pay from the day he commenced to perform the duties of the higher classification in accordance with the next higher rate in the higher classification, provided that where such a change results in an increase of less than three percent (3%), he shall receive the next higher salary rate again.

6.1.2 Notwithstanding 6.1.1, acting pay shall not exceed the maximum of the salary range of the higher classification except where permitted by salary note.

6.2 When an employee is temporarily assigned to the duties and responsibilities of a position in a classification with a lower salary maximum where there is not work reasonably available for him in the position from which he was assigned, he shall be

- paid the lower applicable classification rate to which he was assigned, after the expiration of ten (10) consecutive working days in such lower classification.
- 6.3 When an employee is temporarily assigned to the duties and responsibilities of a position in a classification with a lower maximum salary where there is work reasonably available for him in the position from which he was assigned, he shall continue to be paid at the rate applicable to the classification from which he was assigned.
- 6.4 This Article shall not apply to temporary assignments where an employee is temporarily assigned to perform the duties and responsibilities of another employee who is on vacation.
- 6.5 Where an employee is temporarily assigned to perform the duties and responsibilities of a position not covered by this Collective Agreement, he shall retain his rights and obligations under the Collective Agreement.
- 6.6.1 Where an employee is assigned temporarily to a position, Article 4 (Posting and Filling of Vacancies or New Positions) shall not apply except where:
- (i) the term of a temporary assignment is greater than six (6) months' duration, and
 - (ii) the specific dates of the term are established at least two (2) months in advance of the commencement of the temporary assignment.
- 6.6.2 Except as provided in 6.6.1, in no case shall any provision of the Collective Agreement with respect to the filling of, assignment or appointment to a vacancy apply to temporary assignments.

ARTICLE 7 — HOURS OF WORK

34/36/15

7.1 SCHEDULE 3 and 3.7

The normal hours of work for employees on these schedules shall be thirty-six and one-quarter (36¼) hours per week and seven and one-quarter (7¼) hours per day.

7.2 SCHEDULE 4 and 4.7

The normal hours of work for employees on these schedules shall be forty (40) hours per week and eight (8) hours per day.

7.3 SCHEDULE 6

The normal hours of work for employees on this schedule shall be a minimum of thirty-six and one-quarter (36¼) hours per week.

7.4 SCHEDULE A

Averaging of Hours of Work — see Appendix 3 attached.

7.5 Where the Employer adjusts the number of hours per week on a schedule, the employee's weekly salary based on his basic hourly rate shall be adjusted accordingly. The adjustment will be discussed with the Union prior to such adjustment being made.

7.6 Where the Employer intends to transfer employees or an employee from one schedule to another schedule, the Employer will discuss the transfer with the Union prior to such transfer. When the transfer occurs, the employee's weekly salary based on his basic hourly rate shall be adjusted accordingly.

7.7

It is understood that other arrangements regarding hours of work and overtime may be entered into between the parties on a local or ministry level with respect to variable work days or variable work weeks. The model agreement with respect to compressed work week arrangements is set out below:

***MODEL AGREEMENT WITH RESPECT TO
COMPRESSED WORK WEEK
ARRANGEMENTS***

MEMORANDUM OF AGREEMENT

Between: THE MINISTRY OF

*And: THE ONTARIO PUBLIC SERVICE
EMPLOYEES UNION
(and its local)*

This compressed work-week agreement is made in accordance with Article 35 (Local and Ministry Negotiations) and Article 7 (Hours of Work) of the Collective Agreement on Working Conditions and Employee Benefits, between the Ontario Public Service Employees Union and the Crown in right of Ontario, represented by Management Board of Cabinet.

Unless otherwise specified in this Agreement, all articles of the Working Conditions and Employee Benefits Agreement apply to employees covered by this Agreement.

Article 1 – Work Unit and Employees Covered

Detailed and specific description of work unit and employees covered.

Article 2 – Hours of Work

- 2.1 Detailed description of the regular hours of work with an attached schedule where appropriate.
- 2.2 Article 10.2 of the Working Conditions and Employee Benefits Agreement shall not apply to employees covered by this compressed work week agreement.

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Article 3 – Overtime

- 3.1 Authorized periods of work in excess of the regular working periods specified in Article 2.1 or on scheduled day(s) off will be compensated for in accordance with Article 13 (Overtime) of the Working Conditions and Employee Benefits Agreement

Article 4 – Holiday Payment

- 4.1 Where an employee works on a holiday specified in Article 48 (Holidays) and opts for compensating leave under Article 19.2, he may elect, at that time, to receive, in addition to his entitlement under 19.2, further leave equal to the difference between the number of hours in the employee's normal work day and his entitlement under 19.2. Where an employee makes this election, there shall be deducted from the employee's pay for time worked under 19.1, an amount equal to the number of additional hours of leave granted under this article.

(Additional leave to be determined by length of regular work day. For an employee on Schedule 4, whose regular work day is 10 hours and who works 10 hours on a holiday:

*Entitlement under 19.1 10 hr. at double time
= 20 hr. (straight time)*

Entitlement under 19.2 □ 8 hr.

*Where an employee elects additional leave
under this article —*

Entitlement under 19.2 = 8 hr.

*Additional leave under this article
(10 hr.- 8 hr.) = 2 hr.*

Reduced entitlement under 19.1 = 18 hr.)

**Article 5 — Short Term Sickness Plan
and Vacation Credits**

5.1 *Short Term Sickness — Employees shall be entitled to full pay for the first (43½ or 48) hours of absence due to sickness or injury and seventy-five percent (75%) for the next (899 or 992) hours of absence due to sickness or injury. Employees may exercise their option under section 52.6 of Article 52 of the Working Conditions and Employee Benefits Agreement by deducting one-quarter (¼) of an accumulated credit for each (7¼ or 8) hours of absence.*

5.2 *Vacation Credits — A deduction from an employee's vacation credits will be made for each day of approved vacation leave-of-absence as follows:*

(Prorating determined by length of workday. For an employee on Schedule 4, off on a ten (10) hour day, deduct $10/8 \times 1$ credit = 1.25 credits. For an employee on Schedule 4, off on a twelve (12) hour day, deduct $12/8 \times 1$ credit = 1.5 credits.)

A partial day's absence will be prorated on the same formula.

Article 6 — Workers' Compensation

6.1 For the purposes of section 54.2 of Article 54 of the Working Conditions and Employee Benefits Agreement "sixty-five (65) working days" shall be deemed to be (471% or 520) hours.

Article 7 — Training Assignments

7.1 When an employee covered by this compressed work week agreement attends a training program, the Employer may change the employee's scheduled hours of work to the greater of:

- (i) 7¹/₄ or 8 hours per day, as applicable, or*
- (ii) the actual number of hours spent receiving training,*

for each day that the employee participates in the training program.

7.2.1 Where the change prescribed in 7.1 results in fewer or more hours than the employee was previously scheduled to work on the day(s) in question, the "extra" or "deficit" hours shall be reduced to zero within 60 working days of the completion of the training program, without any loss of pay by the employee or overtime payments by the Employer, as follows:

- (i) the employee shall be required to work a corresponding number of hours to make up for any deficit hours; or*

(ii) *the employee shall be scheduled off duty for a corresponding number of hours to offset any extra hours.*

7.2.2 *Where there is mutual agreement, an employee may receive pay at his basic hourly rate for extra hours in lieu of being scheduled off duty in accordance with 7.2.1 (ii).*

7.2.3 *Where an employee's extra hours have not been reduced to zero within 60 working days in accordance with 7.2.1, any such hours remaining to the employee's credit shall be paid at the employee's basic hourly rate.*

Article 8 — Term

8.1 *This Agreement shall be (x months, until either party notifies the other of its desire to renegotiate. etc.) and will be effective from the (day) of (month), 19 to the (day) of (month), 19*

8.2 *Either party may, on written notice of (days, weeks) to the other party, terminate this Agreement.*

DATED THIS DAY OF , 19

*For The Ontario Public
Service Employees Union*

For the Ministry of

ARTICLE 8 – DAYS OFF

- 8.1 There shall be two (2) consecutive days off which shall be referred to as scheduled days off, except that days off may be non-consecutive if agreed upon between the employee and the ministry.

ARTICLE 9 – SCHEDULED TOUR OF DUTY OR SHIFT

- 9.1 A shift which does not commence and end on the same calendar day shall be considered as falling wholly within the calendar day on which the shift commences.

ARTICLE 10 – SHIFT SCHEDULES

- 10.1 Shift schedules shall be posted not less than fifteen (15) days in advance and there shall be no change in the schedule after it has been posted unless notice is given to the employee one hundred and twenty (120) hours in advance of the starting time of the shift as originally scheduled. If the employee concerned is not notified one hundred and twenty (120) hours in advance he shall be paid time and one-half (1½) for the first eight (8) hours worked on the changed shift provided that no premium shall be paid where the change of schedule is caused by events beyond the ministry's control.
- 10.2 Every reasonable effort shall be made to avoid scheduling the commencement of a shift within twelve (12) hours of the completion of the employee's previous shift provided however, that if an employee is required to work before twelve (12) hours have elapsed he shall be paid time and one-half (1½) for those hours that fall within the twelve (12) hour period. It is understood that the term "shift" does not include any period of time in respect of which an employee is entitled to overtime payments or compensating leave in accordance with Article 13 (Overtime) or Article 14 (Call-Back).

- 10.3 A shift may be changed without any premium or penalty if agreed upon between the employee and the ministry.
- 10.4 It is the intent of the parties that there shall be no split shifts provided however, that in circumstances where split shifts are currently in existence reasonable efforts shall be made to eliminate the split shifts.
- 10.5 The current practice of giving notice of shift schedules in advance under existing agreements where notice is in excess of fifteen (15) days shall be maintained.

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ARTICLE 11 – SHIFT PREMIUM

- 11.1.1 Effective January 1, 1990, an employee shall receive a shift premium of forty-eight cents (~~48c~~) per hour for all hours worked between 5:00 p.m. and midnight. Where more than fifty percent (50%) of the hours worked fall within this period, the forty-eight cents (~~480~~) per hour premium shall be paid for all hours worked.
- 11.1.2 Effective January 1, 1990, an employee shall receive a shift premium of fifty-eight (58c) per hour for all hours worked between midnight and 7:00 a.m. Where more than fifty percent (50%) of the hours worked fall within this period, the fifty-eight cents (~~58c~~) per hour premium shall be paid for all hours worked.
- 11.2 Notwithstanding 11.1.1 and 11.1.2, where an employee's hours of work normally fall within 7:00 a.m. and 5:00 p.m., the employee shall not be entitled to receive a shift premium for hours worked between 5:00 p.m. and 7:00 a.m.
- 11.3 Shift premiums shall not be considered as part of an employee's basic hourly rate.

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- 11.4 Shift premium shall not be paid to an employee who for mutually agreed upon reasons works a shift for which he would otherwise be entitled to a shift premium.

ARTICLE 12 – REST PERIODS

- 12.1 The present practice for rest periods in each shift shall be maintained.

ARTICLE 13 – OVERTIME

- 13.1 The overtime rate for the purposes of this Agreement shall be one and one-half ($1\frac{1}{2}$) times the employee's basic hourly rate.

- 13.2 In this Article, "overtime" means an authorized period of work calculated to the nearest half-hour and performed on a scheduled working day in addition to the regular working period, or performed on a scheduled day(s) off.

- 13.3.1 Employees in Schedules 3.7 and 4.7 who perform authorized work in excess of seven and one-quarter ($7\frac{1}{4}$) hours or eight (8) hours as applicable, shall be paid at the overtime rate.

- 13.3.2 Overtime shall be paid within two (2) months of the pay period within which the overtime was actually worked.

- 13.4 Employees in Schedules 3 and 4 who perform authorized work in excess of seven and one-quarter ($7\frac{1}{4}$) hours or eight (8) hours as applicable, shall receive compensating leave of one and one-half ($1\frac{1}{2}$) hours for each hour of overtime worked, at a time mutually agreed upon. Failing agreement, the ministry shall reasonably determine the time of the compensating leave.

13.5 Where there is mutual agreement, employees may receive compensating leave in lieu of pay at the overtime rate or may receive pay at the overtime rate in lieu of compensating leave. *41*

13.6 Compensating leave accumulated in a calendar year which is not used before March 31 of the following year, shall be paid at the rate it was earned. Effective March 1, 1978, the March 31 date may be extended by agreement at the local or ministry level.

13.7.1 Employees who are in classifications assigned to Schedule 6 and who are required to work on a day off, shall receive equivalent time off.

13.7.2 Notwithstanding 13.7.1 and Article 19.6 (Holiday Payment), employees who are in classifications assigned to Schedule 6 and who are assigned to forest fire fighting or related duties, shall be paid one and one-half (1½) times the employee's basic hourly rate, to be calculated on the basis of thirty-six and one-quarter (36¼) hours per week, for all such work after, eight (8) hours in a 24-hour period.

ARTICLE 14 – CALL BACK *48*
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14.1 An employee who leaves his place of work and is subsequently called back to work prior to the starting time of his next scheduled shift shall be paid a minimum of four (4) hours' pay at one and one-half (1½) times his basic hourly rate.

ARTICLE 15 – STAND-BY TIME

15.1 "Stand-by time" means a period of time that is not a regular working period during which an employee keeps himself available for immediate recall to work.

15.2 Stand-by time shall be approved in writing and such

approval shall be given prior to the time the employee is required to stand by except in circumstances beyond the Employer's control.

15.3 Where an employee is required to stand by for not more than the number of hours in his normal work day, he shall receive four (4) hours' pay at his basic hourly rate.

15.4 Where an employee is required to stand by for more than the number of hours in his normal work day, he shall receive payment of one-third ($\frac{1}{3}$) of the stand-by hours at one and one-half ($1\frac{1}{2}$) times his basic hourly rate.

ARTICLE 16 — ON-CALL DUTY

16.1 "On-call duty" means a period of time that is not a regular working period, overtime period, stand-by period, or call-back period, during which an employee is required to be reasonably available for recall to work.

16.2 On-call duty shall be approved prior to the time the employee is required to be on call.

16.3 Where an employee is required to be on call he shall receive twenty-five cents (25¢) per hour for all hours such employee is assigned to on-call duty.

ARTICLE 17 — MEAL ALLOWANCE

17.1.1 An employee who continues to work more than two (2) hours of overtime immediately following his scheduled hours of work without notification of the requirement to work such overtime, prior to the end of his previously scheduled shift, shall be reimbursed for the cost of one (1) meal to five dollars (\$5.00) except where free meals are provided or where the employee is being compensated for meals on some other basis.

- 17.1.2 A reasonable time with pay shall be allowed the employee for the meal break either at or adjacent to his work place.
- 17.2.1 Cost of meals may be allowed only:
- 17.2.2 If during a normal meal period the employee is travelling on government business other than:
- (a) on patrol duties, except as provided under sub-section 17.2.3, or
 - (b) within twenty-four (24) kilometres of his assigned headquarters, or
 - (c) within the metropolitan area in which he is normally working;
- 17.2.3 If an employee on patrol duties is reimbursed for overnight accommodation required for the trip:
- 17.2.4 If, in an unusual non-recurring situation, the department head authorizes such payment;
- 17.2.5 If, in any recurring situation, the Management Board has authorized such payments because of the special nature of the assignments.
- 17.3 Gratuities and taxes are to be included in the actual cost of meals claimed.
- 17.4 The total cost of meals for each day is to be shown.
- 17.5 Before approving claims for meals, the branch head should be satisfied that the charges are reasonable for the locality.
- 17.6 When an employee is authorized to pay meal expenses for guests and the group also includes other Crown employees, he may pay for the meals of

the employees and claim the cost. These employees should, if they are submitting a claim for the same trip, indicate any meals covered in another employee's claim. They must not claim the cost again.

- 17.7 Costs of meals will not be allowed in cases where meals are made available by the Employer at no cost to the employee, except in circumstances where an employee is required to follow a particular diet which has been medically prescribed or is mandated by the employee's religion and the Employer does not provide meals which meet the requirements of that diet.

ARTICLE 18 – HEALTH AND SAFETY AND VIDEO DISPLAY TERMINALS

- 18.1 The Employer shall continue to make reasonable provisions for the safety and health of its employees during the hours of their employment. It is agreed that both the Employer and the Union shall co-operate to the fullest extent possible in the prevention of accidents and in the reasonable promotion of safety and health of all employees.
- 18.2 The Employer shall provide safety equipment and protective clothing where it requires that such shall be worn by its employees.
- 18.3 The purchase of safety shoes or boots for on-the-job protection of the purchaser shall be subsidized as per the applicable practice in each ministry.
- 18.4 The current practices relating to the supply and maintenance of apparel for employees shall continue during the term of this Agreement, subject to any changes which may be entered into between the parties at the local or ministry level.

VIDEO DISPLAY TERMINALS

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18.5 After each hour of continuous operation of a VDT, a VDT operator shall be relieved of such duties for a period of ten (10) minutes.

18.6 At the beginning of assignment to a VDT and annually thereafter, a VDT operator who is regularly required to operate a VDT for two (2) hours or more per day shall be required to undergo an ~~eye examination~~ by an optometrist or an ophthalmologist who is qualified to conduct the following tests:

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- (a) unaided visual acuity (letter chart test)
- (b) refractive findings
- (c) corrected visual acuity
- (d) amplitude accommodation
- (e) suppression
- (f) muscle balance (near, one metre, distant)
- (g) slit lamp biomicroscopy

The cost of the eye examination, not to exceed the OHIP fee schedule for such examinations, shall be borne by the Employer, and the VDT operator shall authorize release of a copy of the examination report to the Employer.

18.7.1 A pregnant VDT operator may request reassignment from VDT duties for the remainder of her pregnancy by forwarding a written request to the Employer together with a certificate from a legally qualified medical practitioner certifying that she is pregnant.

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18.7.2 Upon receipt of the written request specified in 18.7.1, the Employer shall, where possible; assign the employee to a vacancy in the bargaining unit within her ministry, provided that she is able and qualified to perform the required duties and the

salary maximum of the vacancy is not greater than the salary maximum of the classification of her position. Where more than one such vacancy is available, the Employer shall assign the employee to the vacancy with the highest salary maximum. The assignment of a surplus employee to a vacancy, in accordance with Article 24 (Job Security), shall have priority over an assignment under this section.

- 18.7.3 Where an employee is assigned to a vacancy in accordance with this section, the provisions of Article 4 (Posting and Filling of Vacancies or New Positions) shall have no application.
- 18.7.4 Where an employee is assigned, under 18.7.2, to a position in a classification with a lower salary maximum than the salary maximum of the classification of the position from which she was assigned, she shall be paid at the rate within the salary range of the classification of the position to which she has been assigned under 18.7.2, which is closest to but not more than the rate she was receiving immediately prior to the assignment.
- 18.7.5 Where it is not possible to assign an employee in accordance with 18.7.2, the employee shall, upon written request, be granted a leave of absence without pay to cover the period preceding the date on which she would be entitled to commence maternity leave of absence in accordance with Article 50 (Maternity Leave).
- 18.7.6 An employee who does not accept an assignment made in accordance with 18.7.2, may elect either to continue work in her original position or request leave of absence in accordance with 18.7.5.
- 18.8 Video display terminal work stations shall be equipped with tables or stands for the terminal to permit it to be at a height appropriate to the circumstances of its use and the seating available for

the operator. The chair provided shall have a seat which is adjustable in height, a back rest which is adjustable in height, and a foot rest where necessary to accommodate a particular operator. Where appropriate to the nature of the work, paper stands or work stands shall be provided.

ARTICLE 19 – HOLIDAY PAYMENT

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- 19.1 Where an employee works on a holiday included under Article 48 (Holidays), he shall be paid at the rate of two (2) times his basic hourly rate for all hours worked with a minimum credit of seven and one-quarter ($7\frac{1}{4}$), eight (8), or the number of regularly scheduled hours, as applicable.
- 19.2 In addition to the payment provided by section 19.1, an employee who works on the holiday shall receive either seven and one-quarter (7%) or eight (8) hours pay as applicable at his basic hourly rate or compensating leave of seven and one-quarter (7%) or eight (8) hours as applicable, provided the employee opts for compensating leave prior to the holiday.
- 19.3 It is understood that sections 19.1 and 19.2 apply only to an employee who **is** authorized to work on the holiday and who actually works on the holiday, and that an employee who, for any reason, does not actually work on the holiday shall not be entitled to the payments described herein.
- 19.4 When a holiday included under Article 48 (Holidays) coincides with an employee's scheduled day off and he does not work on that day, the employee shall be entitled to receive another day off.
- 19.5 Any compensating leave accumulated under sections 19.2 and 19.4 may be taken off at a time

mutually agreed upon. Failing agreement, such time off may be taken in conjunction with the employee's vacation leave or regular day(s) off, if requested one (1) month in advance.

19.6 Any compensating leave accumulated under sections 19.2 and 19.4 in a calendar year which is not used before March 31 of the following year shall be paid at the rate it was earned. Effective March 1, 1978, the March 31 date may be extended by agreement at the local or ministry level.

19.7 Notwithstanding anything in Article 19, employees who are in classifications assigned to Schedule 6 and who are required to work on a holiday included in Article 48 (Holidays) shall receive equivalent time off.

ARTICLE 20 — ISOLATION PAY

20.1 An employee who is stationed at a work location which receives a total of eight (8) or more points under the factors outlined in sub-sections 20.3.1 and 20.3.2 of this Article shall be paid an isolation allowance in accordance with the following scale:

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8 points	\$ 3.45 per week
9 — 12 points	\$ 5.18 per week
13 — 16 points	\$ 6.90 per week
17 — 20 points	\$ 8.63 per week
21 — 24 points	\$10.35 per week
25 — 28 points	\$12.08 per week
29 — 32 points	\$13.80 per week
33 — 36 points	\$15.53 per week
37 — 40 points	\$17.25 per week
41 — 44 points	\$18.98 per week
45 — 48 points	\$20.70 per week

20.2 For purposes of this Article, “work location” is defined as the address of the working place at which

the employee is normally stationed or, in certain special cases, another location designated as headquarters by the ministry.

20.3 This Article shall not apply to employees whose work locations are south of the following boundary lines: Border of the State of Minnesota and Ontario easterly along the northern shores of Lake Superior and Lake Huron (inclusive of such islands as Manitoulin) to the French River; French River to Lake Nipissing; Lake Nipissing easterly to Highway 17; Highway 17 to Mattawa.

20.3.1 Population of the largest centre of population within eighty (80) kilometres of the employee's work location:

Population	Points Assigned
1 — 249	14
250 — 499	12
500 — 999	10
1000 — 1999	8
2000 — 2999	6
3000 — 3999	4
4000 — 4999	2
5000 or more	0

20.3.2 Distance from the employee's work location to a centre of population of 5000 or more:

Distance	Travel by Road	Travel Only by Means Other Than Road
80 km or less	0	0
81 - 160 km	6	9
161 - 320 km	12	17
321 - 480 km	18	26
Over 480 km	24	34

20.4.1 In establishing the points to be assigned to each

location in accordance with 20.3.1, population shall be determined by reference to the following publications:

For Incorporated Communities:

The Municipal Directory, published by the Ministry of Municipal Affairs.

For Unincorporated Communities and Indian Reserves:

Directory, Northern Ontario, published by the Ministry of Northern Development and Mines.

20.4.2 In establishing the points to be assigned to each location in accordance with 20.3.2, distance shall be determined by reference to the following publications:

Ontario/Canada Official Road Map, published by the Ministry of Transportation and Communications.

Distance Tables, King's Secondary Highways and Tertiary Roads, published by the Ministry of Transportation and Communications.

20.5.1 Points assigned to each location in accordance with 20.3.1 and 20.3.2 shall be reviewed annually.

20.5.2 Amendments to any isolation allowance entitlement under 20.1 resulting from the review shall be implemented effective from April 1 of each year.

ARTICLE 21 — NON-PYRAMIDING OF PREMIUM PAYMENTS

21.1 There shall be no duplication or pyramiding of any premium payments or compensating leave provided by this Agreement.

ARTICLE 22 — KILOMETRIC RATES

22.1 If an employee is required to use his own automobile on the Employer's business the following rates shall be paid effective June 1, 1989:

Kilometres Driven	Southern Ontario	Northern Ontario
0-4,000 km	29.0¢/km	29.5¢/km
4,001-10,700 km	24.5¢/km	25.0¢/km
10,701-24,000 km	21.0¢/km	21.5¢/km
over 24,000 km	17.5¢/km	18.0¢/km

22.2 Kilometres are accumulated on the basis of a fiscal year (April 1 to March 31, inclusive).

22.3 Attached hereto as Appendix 4.

ARTICLE 23 — TIME CREDITS WHILE TRAVELLING

23.1 Employees shall be credited with all time spent in travelling outside of working hours when authorized by the ministry.

23.2 When travel is by public carrier, time will be credited from one (1) hour before the scheduled time of departure of the carrier until one (1) hour after the actual arrival of the carrier at the destination.

23.3 When travel is by automobile and the employee travels directly from his home or place of employment, time will be credited from the assigned hour of departure until he reaches his destination and from the assigned hour of departure from the destination until he reaches his home or place of employment.

23.4 When sleeping accommodation is provided, the hours between eleven (11:00) p.m. and the regular starting time of the employee shall not be credited.

23.5 When an employee is required to travel on his

regular day off or a holiday listed in Article 48 (Holidays), he shall be credited with a minimum of four (4) hours.

- 23.6 All travelling time shall be paid at the employee's basic hourly rate or, where mutually agreed, by compensating leave.

ARTICLE 24 – JOB SECURITY

24.1 Where a lay-off may occur by reason of shortage of work or funds or the abolition of a position or other material change in organization, the identification of a surplus employee in an administrative district or unit, institution or other such work area and the subsequent assignment, displacement or lay-off shall be in accordance with seniority subject to the conditions set out in this Article.

24.2.1 Where an employee is identified as surplus he shall be assigned on the basis of his seniority to a vacancy in his ministry within a forty (40) kilometre radius of his headquarters provided he is qualified to perform the work and the salary maximum of the vacancy is not greater than three percent (3%) above nor twenty percent (20%) below the maximum salary of his classification, as follows:

- a vacancy which is in the same class or position as the employee's class or position;
- a vacancy in a class or position in which the employee has served during his current term of continuous service; or
- another vacancy.

24.2.2 With mutual consent, a surplus employee shall be assigned to a vacancy in his ministry beyond a forty (40) kilometre radius of his headquarters provided

he is qualified to perform the work and the salary maximum of the vacancy is not greater than three percent (3%) above nor twenty percent (20%) below the maximum salary of his classification. Relocation expenses shall be paid in accordance with the provisions of the Employer's policy.

24.2.3 Where an employee has not been assigned in accordance with sub-sections 24.2.1 or 24.2.2, he shall be assigned on the basis of his seniority to a vacancy in another ministry within a forty (40) kilometre radius of his headquarters provided he is qualified to perform the work and the salary maximum of the vacancy is not greater than three percent (3%) above nor twenty percent (20%) below the maximum salary of his classification, as follows:

- a vacancy which is in the same class or position as the employee's class or position;
- a vacancy in a class or position in which the employee has served during his current term of continuous service; or
- another vacancy.

24.2.4 Effective March 16, 1987, with mutual consent, a surplus employee who has not been assigned in accordance with subsections 24.2.1, 24.2.2 or 24.2.3 shall be assigned to a vacancy in another ministry beyond a forty (40) kilometre radius of his headquarters provided he is qualified to perform the work and the salary maximum of the vacancy is not greater than three percent (3%) above nor twenty percent (20%) below the maximum salary of his classification. Relocation expenses shall be paid in accordance with the provisions of the Employer's policy.

24.3 Where an employee is assigned to a vacancy in

accordance with sub-sections 24.2.1, 24.2.2, 24.2.3 or 24.2.4, Section 5.4 of Article 5 (Pay Administration) shall apply.

24.4 An employee who does not attend a placement interview when requested by the Employer or who does not accept an assignment in accordance with sub-sections 24.2.1 or 24.2.3 shall be laid off and the provisions of Sections 24.5, 24.6 and 24.10 shall not apply.

24.5 Where an employee has not been assigned to a vacancy in accordance with sub-sections 24.2.1, 24.2.2, 24.2.3 or 24.2.4, he shall be subject to lay-off in accordance with the following applicable sections.

24.6.1 An employee who has completed his probationary period and who is subject to lay-off as a surplus employee, shall have the right to displace an employee who shall be identified by the Employer in the following manner and sequence:

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(a) The Employer will identify the employee with the least seniority in the same class in which the surplus employee is presently working and if such employee has less seniority than the surplus employee, he shall be displaced by the surplus employee provided that such employee is in the same ministry and within a forty (40) kilometre radius of the headquarters of the surplus employee and provided that the surplus employee is qualified to perform the work of such employee;

(b) If no employee in the same class has less seniority than the surplus employee, the Employer will identify the employee in the class in the same class series immediately below the class in which the surplus employee is

presently working who has the least seniority and if he has less seniority than the surplus employee, he will be displaced by the surplus employee provided that such employee is in the same ministry and within a forty (40) kilometre radius of the headquarters of the surplus employee and provided that the surplus employee is qualified to perform the work of such employee;

- (c) Failing displacement under (a) or (b) the Employer will review the classes in the same class series in descending order until a class is found in which the employee with the least seniority in the class has less seniority than the surplus employee. In that event such employee will be displaced by the surplus employee provided that such employee is in the same ministry and within a forty (40) kilometre radius of the headquarters of the surplus employee and provided that the surplus employee is qualified to perform the work of such employee;
- (d) Notwithstanding the above, in the event that there are one or more employees in one or more classes in another class series in which the surplus employee has served during his current length of continuous service who have less seniority than the surplus employee, the surplus employee will displace the employee with the least seniority in the class with the highest salary maximum (no greater than the current salary maximum of the surplus employee's class) and provided that the surplus employee has greater seniority than the displaced employee hereunder. provided that such employee is in the same ministry and within a forty (40) kilometre radius of the headquarters of the surplus employee and

provided that the surplus employee is qualified to perform the work of such employee.

- 24.6.2 Any displacement shall be limited to a class which has a salary maximum no greater than the maximum of the surplus employee's current class and Section 5.4 of Article 5 (Pay Administration) shall not apply.
- 24.7 The employee must indicate in writing to the Director of Human Resources his intention to displace another employee as far in advance as possible but not later than two (2) weeks in advance of his date of lay-off. If he does not indicate his intent to displace another employee within this period, he shall be deemed to have opted to be laid off and the provisions of Section 24.10 shall not apply.
- 24.8 Where the employee chooses not to exercise his rights under Section 24.6, he shall be laid off and the provisions of Section 24.10 shall not apply.
- 24.9 An employee who is displaced by an employee who exercises his right under Section 24.6 shall be declared surplus and the provisions of Article 24 shall apply.
- 24.10.1 Effective March 16, 1987, where a surplus employee has not been assigned to a vacancy in accordance with Section 24.2 and no displacement is possible under Section 24.6 and the employee is within the two (2) week period prior to his date of lay-off, he shall be assigned on a retraining basis to a vacancy in his ministry within a forty (40) kilometre radius of his headquarters, subject to the following condition~:
- (a) Such assignments shall be made on the basis of seniority;

- (b) Such assignments shall be made during the two (2) week period prior to the employee's date of lay-off, where, based on information in its records or as provided by the Union or the surplus employee, the ministry determines that the employee has transferable skills which would enable him to meet the normal requirements of the work of the vacancy within a maximum retraining period of twenty-five (25) days;
- (c) Such assignments shall be limited to a class which has a salary maximum no greater than the maximum of the surplus employee's current class and Section 5.4 of Article 5 (Pay Administration) shall not apply;
- (d) Where a surplus employee is assigned to a vacancy in accordance with 24.10.1, his date of lay-off shall be extended to accommodate the retraining period, up to a maximum of twenty-five (25) days;
- (e) A surplus employee who has been assigned to a vacancy in accordance with 24.10.1 shall have no rights under Sections 24.2 or 24.6 following his original date of lay-off;
- (f) If, at the end of the retraining period, the surplus employee meets the normal requirements of the vacancy to which he has been assigned, he shall be confirmed in that vacancy;
- (g) If, at the end of the retraining period, the surplus employee does not meet the normal requirements of the vacancy to which he has been assigned, he shall be laid off without any additional notice under Section 24.11.

24.10.2 In 24.10.1 (b) and (d), days shall include all days

exclusive of Saturdays, Sundays and designated holidays.

- 24.10.3** A surplus employee who does not accept an assignment in accordance with **24.10.1** shall be laid off.
- 24.10.4** Where an employee has been assigned under **24.10.1** to a vacancy in a class with a salary maximum lower than the salary maximum of the class he held immediately prior to such assignment and subsequently he is laid off in accordance with **24.10.1(g)**, any termination payments to which he may be entitled under Article **53** (Termination Payments) shall be based on the salary he was receiving immediately prior to the assignment under **24.10.1**.
- 24.10.5** The assignment of a surplus employee to a vacancy in accordance with Section **24.2** shall have priority over an assignment under **24.10.1**.
- 24.11** An employee shall receive a notice of lay-off or pay in lieu thereof as follows:
- (a) two (2) weeks' notice if his period of employment is less than three (3) years;
 - (b) three (3) weeks' notice if his period of employment is three (3) years or more but less than four (4) years;
 - (c) four (4) weeks' notice if his period of employment is four (4) years or more but less than five (5) years;
 - (d) six (6) weeks' notice if his period of employment is five (5) years or more but less than seven (7) years;
 - (e) seven (7) weeks' notice if his period of

employment is seven (7) years or more but less than eight (8) years;

(f) eight (8) weeks' notice if his period of employment is eight (8) years or more but less than ten (10) years;

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(g) twelve (12) weeks' notice if his period of employment is ~~ten (10)~~ years or more;

with copies of such notice to the Human Resources Secretariat and the Union.

24.12 An assignment under this Article shall not be considered a promotion or a demotion.

24.13 Where an employee has been identified as surplus, reasonable time off with no loss of pay and with no loss of credits shall be granted to attend scheduled interviews for positions within the public service, provided that the time off does not unduly interfere with operating requirements.

24.14.1 Effective March 16, 1987, where a person who, prior to release, had completed at least one (1) year of continuous service, has been released and a position becomes vacant in his former ministry within a forty (40) kilometre radius of his former headquarters within one (1) year after his release, notice of the vacancy shall be forwarded to the person at least fourteen (14) days prior to the closing date of the competition and he shall be appointed to the vacancy if:

(a) he applies therefor within the fourteen (14) days, and

(b) he is qualified to perform the required duties, and

(c) no other person who is qualified to perform the

required duties and who has a greater length of continuous service applies for the vacancy pursuant to this subsection.

- 24.14.2 Appointment under 24.14.1 shall be limited to a class which has a salary maximum no greater than the maximum of the class the person held when identified as a surplus employee and Section 5.4 of Article 5 (Pay Administration) shall not apply.
- 24.14.3 A person shall lose his rights under 24.14.1 when:
- (a) he does not attend a placement interview when requested by the Employer; or,
 - (b) he does not accept an appointment in accordance with 24.14.1; or,
 - (c) having accepted an appointment in accordance with 24.14.1, he fails to report for duty within two (2) weeks of receiving written notice of the appointment.
- 24.14.4 The assignment of a surplus employee to a vacancy in accordance with Sections 24.2 or 24.10 shall have priority over an appointment under 24.14.1.
- 24.14.5 Where a person who has been released is reappointed under this Article to the same position or a position having the same classification as the position which he occupied immediately prior to his release, he shall be reappointed at a rate within the salary range applicable to the position equivalent to the rate at which he was paid immediately prior to his release.
- 24.14.6 Where a person who has been released is appointed under this Article to a position in a classification that is not the same as the classification of the position which he occupied immediately prior to his

release, he shall be appointed at a rate within the salary range applicable to the position commensurate with his qualifications and experience, including previous relevant public service.

24.15 It is understood that when it is necessary to assign surplus employees or appoint persons in accordance with this Article, the provisions of Article 4 (Posting and Filling of Vacancies or New Positions) shall not apply.

24.16.1 Effective March 16, 1987, where it is necessary to release an employee who has completed his probationary period, because of the introduction of technological change in equipment or methods of operation, at least three (3) months' notice in advance of the change shall be given to the employee affected and to the Union.

24.16.2 The matter will then be referred to the joint consultation committee of the parties to discuss and to attempt to resolve the problem with relation to the reallocation and retraining of the affected employees with a view to minimizing the effects of the Employer action required to be taken.

24.17 For purposes of Article 24 lay-off means the same as release as per Section 22(4) of The Public Service Act, Revised Statutes of Ontario, 1980, Chapter 418.

24.18 Article 24 shall apply to probationary employees in accordance with the terms of the Minutes of Settlement set out in Appendix 10.

**ARTICLE 25 — SENIORITY
(LENGTH OF CONTINUOUS SERVICE)**

25.1 An employee's length of continuous service will accumulate upon completion of a probationary

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period of not more than one (1) year and shall commence:

- (a) from the date of appointment to the Classified Service for those employees with no prior service in the Ontario Public Service; or
- (b) from the date on which an employee commences a period of unbroken, full-time service in the public service, immediately prior to appointment to the Classified Service; or
- (c) for a regular part-time civil servant, from January 1, 1984 or from the date on which he commenced a period of unbroken, part-time service in the public service, immediately prior to appointment to a regular part-time position in the civil service, whichever is later.

“Unbroken service” is that which is not interrupted by separation from the public service; “full-time” is continuous employment as set out in the hours of work schedules for the appropriate classifications; and “part-time” is continuous employment in accordance with the hours of work specified in Article 6 I J

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Notwithstanding Article 25.1, where a regular part-time civil servant within the meaning of Part C of the Collective Agreement becomes a full-time civil servant covered by Parts A (Working Conditions) and B (Employee Benefits) of the Agreement, any service as a regular part-time civil servant which **forms part** of his unbroken service in the classified service shall be calculated according to the following formula:

$$\frac{\text{Weekly Hours of Work as a Regular Part-time Civil Servant}}{\text{Full-time hours of work for class (weekly)}} \times \text{Years of Continuous Service as a Part-Time Civil Servant}$$

Changes in the employee's weekly hours of work shall be taken into account.

Example:

— weekly hours of work as a regular part-time civil servant = 6 years at 20 hours per week. and 2.5 years at 16 hours per week

— Full-time hours of work for class (weekly) = 40 (Schedule 4)

Seniority (Length of Continuous Service) on becoming a full-time civil servant □

$$\frac{(20 \times 6 \text{ years})}{40} + \frac{(16 \times 2.5 \text{ years})}{40}$$

$$\square 3 \text{ years} + 1 \text{ year} \square 4 \text{ years}$$

25.3 Where an employee has been released in accordance with Article 24 (Job Security) and rehired within two (2) years, the period of absence shall not be computed in determining the length of continuous service. However, periods of continuous service before and after such absence shall be considered continuous and are included in determining the length of continuous service.

25.4 Continuous service shall be deemed to have terminated if

- (a) an employee resigns or retires; or
- (b) an employee is dismissed unless such dismissal is reversed through the grievance procedure; or
- (c) an employee is absent without leave in excess of ten (10) consecutive working days; or

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(d) an employee is released in accordance with Article 24 (Job Security) and remains released for more than two (2) years.

**ARTICLE 26 — CLOSURE/
DIVESTMENT/ RELOCATION**

- 26.1 Where a reorganization, or the closure of a facility, or the divestment, relocation, or contracting-out of an operation in whole or in part will result in twenty (20) or more surplus employees in a location,
 - (a) affected employees shall receive as much notice as possible, but in any case shall be notified of the imminent reorganization, closure, relocation, or contracting-out not later than ninety (90) days in advance of the proposed reorganization, closure, divestment, relocation, or contracting-out, and
 - (b) the President of the Union shall be notified of the reorganization, closure, divestment, relocation or contracting-out at least sixty (60) days prior to notification to affected employees, and
 - (c) a committee shall be formed by the parties at the affected location to provide for consultation and co-operation in order to minimize the adverse effects upon employees who have been identified as surplus to requirements.
- 26.2 The Union may be represented on the committee by a Union staff representative and up to three (3) employees at the location involved and the ministry agrees to grant leave with no loss of pay and with no loss of credits to attend committee meetings.
- 26.3 With mutual agreement, the Union and the Employer (as represented by Management Board of

Cabinet) shall meet to discuss system-wide matters concerning closures, divestments, relocations, or contracting-out.

ARTICLE 27 — GRIEVANCE PROCEDURE

27.1 it is the intent of this Agreement to adjust as quickly as possible any complaints or differences between the parties arising from the interpretation, application, administration or alleged contravention of this Agreement, including any question as to whether a matter is arbitrable.

27.2.1 An employee who believes he has a complaint or a difference shall first discuss the complaint or difference with his supervisor within twenty (20) days of first becoming aware of the complaint or difference.

27.2.2 If any complaint or difference is not satisfactorily settled by the supervisor within seven (7) days of the discussion, it may be processed within an additional ten (10) days in the following manner:

STAGE ONE

27.3.1 The employee may file a grievance in writing with his supervisor. The supervisor shall give the grievor his decision in writing within seven (7) days of the submission of the grievance.

STAGETWO

27.3.2 If the grievance is not resolved under Stage One, the employee may submit the grievance to the Deputy Minister or his designee within seven (7) days of the date that he received the decision under Stage One. In the event that no decision in writing is received in accordance with the specified time limits in Stage One, the grievor may submit the grievance to the

- Deputy Minister or his designee within seven (7) days of the date that the supervisor was required to give his decision in writing in accordance with Stage One.
- 27.3.3 The Deputy Minister or his designee shall hold a meeting with the employee within fifteen (15) days of the receipt of the grievance and shall give the grievor his decision in writing within seven (7) days of the meeting.
- 27.4 If the grievor is not satisfied with the decision of the Deputy Minister or his designee or if he does not receive the decision within the specified time the grievor may apply to the Grievance Settlement Board for a hearing of the grievance within fifteen (15) days of the date he received the decision or within fifteen (15) days of the specified time limit for receiving the decision.
- 27.5 The employee, at his option, may be accompanied and represented by an employee representative at each stage of the grievance procedure.
- 27.6.1 An employee who is a grievor or complainant and who makes application for a hearing before the Grievance Settlement Board or the Public Service Labour Relations Tribunal shall be allowed leave-of-absence with no loss of pay and with no loss of credits, if required to be in attendance by the Board or Tribunal.
- 27.6.2 An employee who has a grievance and is required to attend meetings at Stage One and Two of the Grievance Procedure shall be given time off with no loss of pay and with no loss of credits to attend such meetings.
- 27.6.3 This section shall also apply to the Union Steward who is authorized to represent the grievor.

- 27.6.4 The Union shall advise the Directors of Human Resources of the affected ministries with copies to the Director, Employee Relations Branch, of the Union Stewards together with the areas they are authorized to represent, which list shall be updated at least every **six (6)** months.

LAYOFF

- 27.7 Where an employee files a grievance claiming improper layoff and the grievance is referred to the Grievance Settlement Board in accordance with 27.4, the Union shall notify the Employer, in writing, at least three (3) weeks prior to the date established for the Board's hearing, of the title and location of the position which will be the subject matter of the claim before the Board.

DISMISSAL

- 27.8.1 Any probationary employee who is dismissed or released shall not be entitled to file a grievance.
- 27.8.2 Any employee other than a probationary employee who is dismissed shall be entitled to file a grievance at the second stage of the grievance procedure provided he does so within twenty (20) days of the date of the dismissal.

INSURED BENEFITS GRIEVANCE

- 27.9.1 Where an employee has a complaint that he has been denied benefits pursuant to the insured benefits plans specified in Articles 40, 41, 42, 44 and 57, he shall first discuss the complaint with his supervisor within twenty (20) days of first becoming aware of the complaint.
- 27.9.2 (a) If the complaint is not satisfactorily resolved by the supervisor within seven (7) days of the

discussion, the employee may refer the complaint, in writing, to the Joint Insurance Benefits Review Committee established in Appendix 5 and addressed to the Compensation Programs Branch, Human Resources Secretariat, within an additional ten (10) days.

- (b) Any referral to the Joint Insurance Benefits Review Committee under 27.9.2(a) shall include a release of information form (Appendix 6) completed, signed and dated by the employee.
- (c) The Joint Insurance Benefits Review Committee shall consider the complaint and the Compensation Programs Branch shall give the employee its decision in writing within sixty (60) days of the committee meeting at which the complaint is discussed.

27.9.3

- (a) If the complaint is not satisfactorily resolved under 27.9.2, the employee may file a grievance in writing with the Director, Employee Relations Branch or his designee within seven (7) days of the date he received the decision under 27.9.2(c). In the event that no decision in writing is received in accordance with the specified time limits in 27.9.2(c), the grievor may submit the grievance to the Director, Employee Relations Branch within seven (7) days of the date that the Compensation Programs Branch was required to give its decision in writing in accordance with 27.9.2(c).
- (b) A submission of the grievance to the Director, Employee Relations Branch or his designee under this section shall be considered to be the second stage of the grievance procedure for the purpose of this Article.

SEXUAL HARASSMENT

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- 27.10.1 All employees covered by this Agreement have a right to freedom from harassment in the workplace because of sex by his or her employer or agent of the employer or by another employee. Harassment means engaging in a course of vexatious comment or conduct that is known or ought reasonably to be known to be unwelcome.
- 27.10.2 Every employee covered by this Collective Agreement has a right to be free from,
- (a) a sexual solicitation or advance made by a person in a position to confer, grant or deny a benefit or advancement to the employee where the person making the solicitation or advance knows or ought reasonably to know that it is unwelcome; or
 - (b) a reprisal or a threat of reprisal for the rejection of a sexual solicitation or advance where the reprisal is made or threatened by a person in a position to confer, grant or deny a benefit or advancement to the employee.
- 27.10.3.1 The time limits set out in Section 27.2.1 do not apply to complaints under this Article, provided that the complaint is made within a reasonable time of the conduct complained of, having regard to all the circumstances.
- 27.10.3.2 Where, at any time either before the making of a complaint or the filing of a grievance under Article 27, the Employer establishes an investigation of the complaint, or the employee agrees to the establishment of such an investigation, pursuant to any staff relations policy or other procedure of the Employer, the time limits for the processing of the complaint or grievance under Article 27 shall be suspended until

the employee is given notice in writing of the results of the investigation.

27.10.3.3 Where a complaint under this Article is made against an employee's supervisor, or any person with supervisory responsibilities at a higher level over the employee, any oral complaint or written grievance which is expressed in Article 27 to be presented to the supervisor may be presented directly to the Deputy Minister, or the Deputy Minister's designee, or any person appointed by the Deputy Minister specifically to deal with complaints or grievances under this provision.

27.10.4 Where it appears to the Grievance Settlement Board that an employee who is a grievor under this Article has made a complaint under the Ontario Human Rights Code relating to the conduct which is the subject of the grievance, the Grievance Settlement Board may, as it sees fit, adjourn the grievance, stay the grievance, or dismiss the grievance.

27.10.5 An employee who makes a complaint under this Article may be accompanied and represented by an employee representative at the time of the discussion of the complaint, at each stage of the grievance procedure, and in the course of any investigation established by the Employer under any staff relations policy.

CLASSIFICATION

27.11.1 An employee who alleges that his position is improperly classified may discuss his claim with his immediate supervisor at any time, provided that such discussions shall not be taken into account in the application of the time limits set out in this Article. An employee, however, shall have the right to file a grievance in accordance with the grievance procedure, specifying in his grievance what classification he claims.

- 27.11.2 In the case of any grievance filed under the above section, the authority of the Grievance Settlement Board shall be limited to:
- (a) confirming that the grievor is properly classified in an existing classification, or
 - (b) finding that the grievor would be properly classified in the job classification which he claimed in his grievance.
- 27.11.3 The Employer upon written request either by the employee or by the Union shall make available all information and provide copies of all documents which are relevant to the grievance or may be used by the Employer in the presentation of the case before the Grievance Settlement Board.

UNION GRIEVANCE

- 27.12.1 Where any difference between the Employer and the Union arises from the interpretation, application, administration or alleged contravention of the Agreement, the Union shall be entitled to file a grievance at the second stage of the grievance procedure provided it does so within thirty (30) days following the occurrence or origination of the circumstances giving rise to the grievance.
- 27.12.2 Where the difference between the Employer and the Union involves more than one (1) ministry, the Union shall be entitled to file a grievance with the Director, Employee Relations Branch provided it does so within sixty (60) days following the occurrence or origination of the circumstances giving rise to the grievance.
- 27.12.3 A submission of the grievance to the Director, Employee Relations Branch under this section shall be considered to be the second stage of the grievance

procedure for the purpose of this Article. Union grievances shall be signed by the President or Vice-president.

GENERAL

- 27.13 Where a grievance is not processed within the time allowed or has not been processed by the employee or the Union within the time prescribed it shall be deemed to have been withdrawn.
- 27.14 In this Article, days shall include all days exclusive of Saturdays, Sundays and designated holidays.
- 27.15 The time limits contained in this Article may be extended by agreement of the parties in writing.
- 27.16 The Grievance Settlement Board shall have no jurisdiction to alter, change, amend or enlarge any provision of the Collective Agreement.

ARTICLE 28 — LEAVE — UNION ACTIVITIES

28.1 Upon at least fourteen (14) days' written notice by the Union, leave-of-absence without pay but with no loss of credits shall be granted **for** not more than four **(4)** consecutive days for each employee delegate for the purpose of attending the Annual Convention.

28.2.1 Leave-of-absence with no loss of pay and with no loss of credits shall be granted to a member of the Union who participates in negotiations, mediation or arbitration, provided that not more than seven (7) employees at any one time shall be permitted such leave **for** any one set of negotiations. Leaves-of-absence granted under this sub-section shall include reasonable travel time.

28.2.2 Notwithstanding sub-section 28.2.1, the Union may

at its discretion require up to five (5) additional members to participate in negotiations, mediation or arbitration who shall be granted leaves-of-absence without pay but with no loss of credits. Leaves-of-absence granted under this sub-section shall include reasonable travel time.

28.2.3 Members of the Union granted leaves-of-absence under sub-sections 28.2.1 or 28.2.2 shall also be granted reasonable time off without pay but with no loss of credits to attend Union bargaining team caucus sessions held immediately prior to such negotiations, mediation or arbitration.

28.3 At the written request of the Union of at least fourteen (14) days, leaves-of-absence without pay but with no loss of credits shall be granted to an employee for the purpose of setting demands for negotiations. It is understood that such meetings will be held on Saturdays or Sundays and that the total time granted for each instance shall not exceed two (2) consecutive days for each employee.

28.4 Leave-of-absence with no loss of pay and with no loss of credits shall be granted to a member of the Union who participates in meetings of the Joint Insurance Benefits Review Committee as set out in Appendix 5, provided that not more than three (3) employees at one time shall be permitted such leave. Leaves-of-absence granted under this section shall include reasonable travel time.

28.5.1 (a) Upon request by the Union, confirmed in writing, and provided that reasonable notice is given, leave-of-absence with no loss of pay and with no loss of credits shall be granted to employees elected as Executive Board Members and Executive Officers of the Union, for the purpose of conducting the internal business affairs of the Union

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- (b) On the understanding that leaves requested under (a) will be kept to a minimum, it is agreed that extended leave-of-absence will be granted to four (4) employees in any calendar year for the purpose of conducting the internal business affairs of the Union. Each leave will be for a period of ninety (90) consecutive calendar days and only one (1) such employee will be absent at one time.

The leave shall be with pay and without loss of credits and reimbursement to the Treasurer of Ontario shall be made as set out in sub-section 28.6.2.

28.5.2 The Union will advise the Directors of Human Resources of the affected ministries, with copies to the Director, Employee Relations Branch, of the names and locations of such employees, immediately following their election.

28.5.3 Leave-of-absence with no loss of pay and with no loss of credits shall be granted to accommodate reasonable travel time.

28.5.4 The Union will reimburse the Treasurer of Ontario for the salary paid to members of the Executive Board and the Executive Officers granted leave under this Article.

28.6.1 When an employee is elected as the Union's President or First Vice-president, the Union will, immediately following such election, advise the Employer of the name and ministry of the employee so elected. Leave-of-absence with pay shall be granted from the employee's place of employment for the duration of the current term of office.

28.6.2 During the term of such leave-of-absence, the Union will reimburse the Employer for the salary paid to

the employee on such leave-of-absence and contribute the Employer's share of contributions to the Public Service Superannuation Fund and the Canada Pension Plan. The Union will make the Employer's contribution to any prevailing health or other plans applicable to the elected employee and pay the costs of attendance credits accumulated during the leave-of-absence. The Union will make the Employer's contribution for Unemployment Insurance.

- 28.6.3 On completion of the employee's term of office, the President or First Vice-president may return to their previous employment and service shall be deemed to be continuous for all purposes. Any leave-of-absence extending beyond the initial term of office of the President or First Vice-president shall be a matter to be determined between the parties and any such additional leave shall be subject to the same conditions and terms as prevailed in the initial leave-of-absence.
- 28.7 The employee shall discuss any required leave with his supervisor at the earliest opportunity.
- 28.8 **All** requests for leave-of-absence permitted in these sections shall be sent to the Directors of Human Resources of the affected ministries with copies to the Director, Employee Relations Branch. It is understood that leaves requested by the Union may be withheld if such leaves unduly interfere with the operating requirements of the Employer.
- 28.9 Presidents of locals shall be granted leave-of-absence with pay and no loss of credits to conduct the internal affairs of the local on the following basis:
- (a) only the local president shall be granted such leave:

- (b) the leave shall be for a single period of not more than four (4) hours per month, and unused leave shall not be cumulative;
- (c) the leave shall, to the extent possible, be taken at the same time on the same day each month, as pre-arranged between the local president and his supervisor;
- (d) the local president shall not, during his period of leave, engage any other employee during that employee's working hours, or interfere in any manner with the conduct of the Employer's business, or use any of the Employer's equipment or other resources; and
- (e) section 28.5.3 shall not apply.

A list of the name, social insurance number, and work location of every local president, together with the total number of employees in each president's local, shall be sent to the Directors of Human Resources in affected ministries with copies to the Director, Employee Relations Branch, Human Resources Secretariat. The Union shall provide updated lists as changes are made, and shall provide a master list to the Director, Employee Relations Branch, Human Resources Secretariat at least annually.

ARTICLE 29 – LEAVE WITHOUT PAY

29.1 Leave-of-absence without pay and without the accumulation of credits may be granted to an employee by his Deputy Minister.

ARTICLE 30 – LEAVE – SPECIAL

30.1 Leave-of-absence with pay may be granted for special or compassionate purposes to an employee for a period of:

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- (a) not more than six (6) months with the approval of his Deputy Minister; and
- (b) over six (6) months upon the certificate of the Commission and with the approval of the Lieutenant Governor in Council.

**ARTICLE 31 -- LEAVE -- FOREIGN,
INTERGOVERNMENTAL**

- 31.1 Leave-of-absence with or without pay may be granted to an employee for a period of one (1) year or more for the purpose of undertaking employment with the Government of Canada in connection with a foreign aid program or employment with a foreign government or other public agency.

ARTICLE 32 -- LEAVE -- JURY DUTY

- 32.1 Where an employee is absent by reason of a summons *to* serve as a juror or a subpoena as a witness, the employee may, at his option:
- (a) treat the absence as leave without pay and retain any fee he receives as a juror or as a witness; or
 - (b) deduct the period of absence from his vacation leave-of-absence credits or his overtime credits and retain any fee he receives as a juror or as a witness; or
 - (c) treat the absence as leave with pay and pay to the Treasurer of Ontario ~~any fee~~ he has received as a juror or as a witness.

ARTICLE 33 -- LEAVE -- MILITARY SERVICE

- 33.1 A Deputy Minister may grant leave-of-absence for not more than one (1) week with pay and not more

than one (1) week without pay in a fiscal year to an employee in his ministry for the purpose of Canadian Forces Reserve training.

ARTICLE 34 – LEAVE CREDITS REPORTS

- 34.1 As soon as practicable following the end of each quarter, every employee shall be advised of the number of vacation and attendance credits to which he is entitled.

ARTICLE 35 – LOCAL AND MINISTRY NEGOTIATIONS

- 35.1 It is agreed that all ministries may enter into local and ministry employee relations negotiations such that are appropriate as not being excluded by the provisions of The Crown Employees Collective Bargaining Act. Such negotiations shall not be subject to the mediation and arbitration procedures under the Act, provided however, that nothing shall preclude a grievance alleging a violation of the Collective Agreement, as provided in the said Act.

ARTICLE 36 – INFORMATION TO NEW EMPLOYEES

- 36.1 A newly hired employee shall be informed in writing whether his position is within the bargaining unit, the name and address of the bargaining agent and the name and work location of the local union steward which shall be provided as per sub-section 27.6.4 of Article 27 (Grievance Procedure).
- 36.2 The Employer shall make sufficient copies of the Collective Agreement available within the ministries to ensure that all employees have access to the Collective Agreement.

ARTICLE 37 – JOINT CONSULTATION COMMITTEE

- 37.1 The Union and the Employer agree that consulta-

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tion and communication on matters of joint interest are desirable to promote constructive and harmonious relations.

- 37.2.1 The parties agree that a joint consultation committee composed of up to four (4) representatives from the Union and up to four (4) representatives of the Employer, shall be used as a forum for consultation on changes in conditions of employment not governed by this Agreement and on other matters of mutual interest.
- 37.2.2 The committee shall meet once every two (2) months, or more frequently, with the consent of the parties.
- 37.3 While the committee shall consider and attempt to resolve all problems of mutual concern, it is understood that the committee shall function in an advisory capacity and shall have no power to alter, amend, add to or modify the terms of this Agreement.

ARTICLE 38 — HEADQUARTERS

- 38.1 This article applies to employees who do not attend at or work at or work from any permanent ministry facility in the course of their duties, but for whom a permanent ministry facility or other place is designated as an employee's "headquarters" for the purposes of the provisions of this collective agreement and of various allowances which require a headquarters to be specified.
- 38.2 **A** ministry may designate a headquarters when an employee is initially appointed to a position, or when a position is filled by an employee in accordance with Article 4, Article 5, or Article 24 of this collective agreement. All job postings, notices and offers in relation to positions covered by this article shall include the designated headquarters for

the position. This designation shall be the location considered by the ministry to be the most convenient for the efficient conduct of the ministry's business, having regard to the ministry's projection of the location of the employee's work assignments for a period of two years. It is not a requirement that the designated headquarters be a facility whose functions are related to the work to be performed by the employee, and the employee's residence may also be designated as his or her headquarters. The Employer will supply to the Union, by December 30 of each year, a current list of headquarters designations for employees covered by this article.

38.3 By mutual agreement in writing between the ministry and an employee, a new headquarters may be designated for an employee at any time, and by mutual agreement in writing between the ministry and the employee, a temporary or seasonal headquarters may be designated for a stated period, following which the previously designated headquarters will be reinstated unless it has been changed in accordance with this article.

38.4 A ministry may change the headquarters of an employee covered by this article, if:

- (a) the employee's residence has been designated as his or her headquarters and he or she subsequently initiates a change of residence; or
- (b) a ministry facility which has been designated as the employee's headquarters ceases to operate as a ministry facility; or
- (c) the employee is assigned to a work location or work locations at least forty (40) km by road from his or her existing headquarters, and it is anticipated that the employee will continue to

work in the area of the new work location or work locations for at least two (2) years.

- 38.5 Where a ministry exercises its right to change the headquarters of an employee otherwise than by mutual agreement with the employee, the following procedure will apply:
- (a) The ministry shall first give notice to the employee of its intent, and shall consult with the employee to determine the employee's interests and the employee's preferences as to the new headquarters location.
 - (b) The ministry shall determine the new headquarters location in a way which is equitable to both the employee and the ministry.
 - (c) The employee **shall** be given three (3) months notice of the change in designation of the headquarters.
- 38.6 Where it is necessary to identify which one or more of a group of employees is to be assigned to a new headquarters, the employees to be reassigned shall be identified by considering the qualifications, availability, and current location (home, closest facility and work location). Where qualifications, availability and location are relatively equal, length of continuous service shall be used *to* identify the employee to be reassigned.
- 38.7 Employees who relocate their residences because of a change in headquarters, other than a temporary or seasonal change, in accordance with this article, shall be deemed to have been relocated for the purposes of the Employer's policy on relocation expenses.

Part B — EMPLOYEE BENEFITS

ARTICLE 39 — APPLICATION OF PART B, EMPLOYEE BENEFITS

39.1 The benefits described in Articles 40 to 57 apply to all civil servants in the public service bargaining unit represented by the Ontario Public Service Employees Union

ARTICLE 40 — BASIC LIFE INSURANCE

40.1 The Employer shall pay one hundred percent ~~(100%)~~ of the monthly premium of the basic life insurance plan

40.2 The basic life insurance plan shall provide:

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- (a) coverage equal to seventy-five percent (75%) of annual salary or ten thousand dollars (\$10,000), whichever is greater;
 - (b) where an employee is continuously disabled for a period exceeding six (6) months, the Employer will continue to pay monthly premiums on behalf of the employee until the earliest of recovery, death, or the end of the month in which the employee reaches age 65. Any premiums paid by the employee for this coverage between the date of disability and the date this provision comes into force shall be refunded to the employee.
 - (c) a conversion option for terminating employees to be obtained without evidence of insurability and providing coverage up to the amount for which the employee was insured prior to termination (less the amount of coverage provided by the Employer in the case of retirement). **The premium of such policy shall**

be at the current rates of the insuring company. Application must be made within thirty-one (31) days of the date of termination of insurance. The Employer will advise terminating employees of this conversion privilege. The minimum amount that may be converted is two thousand dollars (\$2,000).

The conversion options shall be:

1. Any standard life or endowment plans (without disability or double-indemnity benefits) issued by the Confederation Life Insurance Company.
2. A one (1) year term insurance plan which is convertible to the standard life or endowment plans referred to in 1 above.
3. A term to age sixty-five (65) insurance plan.

40.3 The amount of basic life insurance will be adjusted with changes in the employee's salary from the date of approval of the increase or the effective date, whichever is later. If an employee is absent from work because of sickness or disability on the date an increase in insurance would have occurred, the increase will not take effect until the employee returns to work on a full-time basis (i.e., for at least one (1) full day).

40.4 Basic life insurance will terminate at the end of the month in which an employee ceases to be a civil servant unless coverage is extended under the total disability provision. Employees who receive a monthly benefit from the Public Service Superannuation Fund are entitled to free coverage of two thousand dollars (\$2,000) not earlier than thirty-one (31) days after the first of the month coinciding with or following date of retirement and this amount will be kept in force for the remainder of the employee's life.

**ARTICLE 41 – SUPPLEMENTARY AND
DEPENDENT LIFE INSURANCE**

- 41.1
- (a) Employees, at their option, ~~may purchase~~ Supplementary Life Insurance in the amount of one (1), two (2) or three (3) times annual salary. The employee pays the full premium for this coverage.
 - (b) The employee's Supplementary Life Insurance provides:
 - (i) a waiver of premium on disablement to become effective after nine (9) months continuous disability or entitlement to Long Term Income Protection benefits, whichever comes first, and to remain in force while the employee is totally disabled until the earliest of recovery, death, or the end of the month in which the employee reaches age 65. The premiums paid by the employee for this coverage between the date of disability and the date the premium waiver comes into force shall be refunded to the employee;
 - (ii) a conversion option on the employee's termination to be obtained without evidence of insurability and providing coverage up to the amount for which the employee was insured prior to termination. The premium of such policy shall be at the current rates of the insuring company. Application must be made within thirty-one (31) days of the date of termination of insurance. The Employer will advise terminating employees of this conversion privilege. The conversion option shall be as stated in sub-section 40.2(c) of Article 40 (Basic Life Insurance).

- 41.2 The amount of Supplementary Life Insurance will be adjusted with changes in the employee's salary from the date of the approval of the increase or the effective date, whichever is later. If an employee is absent from work because of sickness or disability on the date an increase in insurance would have occurred, the increase will not take effect until the employee returns to work on a full-time basis (i.e., for at least one (1) full day). In the event of a reduction in salary, an employee, at his option, may maintain the insurance coverage at the former higher level.
- 41.3 Supplementary Life Insurance will terminate at the earlier of either the end of the calendar month in which the employee ceases to be a civil servant or, if the employee continues to be employed after age 65, on the first day of October following the employee's 65th birthday, except where coverage is provided under total disability, as described in 41.1(b)(i) above.
- 41.4 (a) Employees, at their option, may purchase life insurance for dependents in the amount of one thousand dollars (\$1,000) on the employee's spouse and/or five hundred dollars (\$500) on each dependent child, or two thousand dollars (\$2,000) on the employee's spouse and/or one thousand dollars (\$1,000) on each dependent child. The employee pays the full premium for this coverage.
- (b) Dependent Life Insurance will terminate at the earlier of either the end of the calendar month in which the employee ceases to be a civil servant or, if the employee continues to be employed after age 65, the first day of October following the employee's 65th birthday, or the date a dependent ceases to be an eligible dependent.

- (c) Conversion option: When an employee terminates, Dependent Life Insurance on a spouse may be converted to an individual policy which may be obtained without evidence of insurability and providing coverage for the same amount for which the spouse was insured as a dependent prior to termination. The premium of such policy shall be at the current rates of the insuring company. Application for the converted policy must be made within thirty-one (31) days of the date of termination of insurance.
- (d) Eligible dependents shall include spouse, unmarried children under 21 years of age, unmarried children between 21 and 25 years of age and in full-time attendance at an educational institution or on vacation therefrom, and children 21 years of age and over, mentally or physically infirm and who are dependent.

41.5 An employee may elect to purchase Supplementary or Dependent Life Insurance without evidence of insurability within thirty-one (31) days of:

- appointment as a civil servant,
- marriage, or
- birth or adoption of the employee's child.

An employee who applies to purchase or increase this insurance at any other time must provide evidence of insurability satisfactory to the insurer.

ARTICLE 42 – LONG TERM INCOME PROTECTION

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The Employer shall pay eighty-five percent (85%) of the monthly premium of the Long Term Income Protection Plan.

42.2.1 (a) The Long Term Income Protection benefit is

sixty-six and two-thirds percent (66-2/3%) of the employee's gross salary at the date of disability, including any retroactive salary adjustment to which the employee is entitled.

- (b) Effective January 1, 1986, the L.T.I.P. benefit under 42.2.1(a) will be increased for each employee who commenced to receive L.T.I.P. benefits:
 - (i) from and including January 1, 1975, to and including December 31, 1976, by \$125 per month;
 - (ii) from and including January 1, 1977, to and including December 31, 1978, by \$85 per month;
 - (iii) from and including January 1, 1979, to and including December 31, 1980, by \$60 per month;
 - (iv) from and including January 1, 1981, to and including December 31, 1982, by \$25 per month;

in respect of each month the employee continues to receive L.T.I.P. benefits under the plan.

42.2.2 The Long Term Income Protection benefit to which an employee is entitled under 42.2.1 shall be reduced by the total of other disability or retirement benefits payable under any other plan toward which the Employer makes a contribution except for Workers' Compensation benefits paid for an unrelated disability, and such benefits are payable until recovery, death or the end of the month in which the employee reaches age 65.

42.2.3 Long Term Income Protection benefits commence after a qualification period of six (6) months from the date the employee becomes totally disabled, unless the employee elects to continue to use

accumulated attendance credits on a day-to-day basis after the six (6) month period.

- 42.2.4 Total disability means the continuous inability as the result of illness, mental disorder, or injury of the insured employee to perform any and every duty of his normal occupation during the qualification period, and during the first twenty-four (24) months of benefit period; and thereafter during the balance of the benefit period, the inability of the employee to perform any and every duty of any gainful occupation for which he is reasonably fitted by education, training or experience.
- 42.3 The Employer will continue to make pension contributions and premium payments for O.H.I.P., the Dental Plan and for Supplementary Health and Hospital on behalf of the employee, at no cost to the employee, while the employee receives or is qualified to receive L.T.I.P. benefits under the plan, unless the employee is supplementing a W.C.B. award.
- 42.4 A record of employment, if required in order to claim Unemployment Insurance sickness and disability benefits, will be granted to an employee and this document shall not be considered as termination of employment.
- 42.5 Long Term Income Protection coverage will terminate at the end of the calendar month in which an employee ceases to be a civil servant. If the employee is totally disabled on the date his insurance terminates, he shall continue to be insured for that disability.
- 42.6 If, within three (3) months after benefits from the L.T.I.P. plan have ceased, an employee has a recurrence of a disability due to the same or a related cause, the L.T.I.P. benefit approved for the original disability will be reinstated immediately.

- 42.7 If an employee who is in receipt of L.T.I.P. benefits is resuming employment on a gradual basis during recovery, partial benefits shall be continued during rehabilitative employment. "Rehabilitative employment" means remunerative employment while not yet fully recovered, following directly after the period of total disability for which benefits were received. When considering rehabilitative employment benefits, L.T.I.P. will take into account the employee's training, education and experience. The rehabilitative benefit will be the monthly L.T.I.P. benefit less fifty percent (50%) of rehabilitative employment earnings. The benefit will continue during the rehabilitative employment period up to but not more than twenty-four (24) months. Rehabilitative employment may be with the Employer or with another employer.
- 42.8 The L.T.I.P. benefits under rehabilitative employment shall be reduced when an employee's total earnings exceed one hundred percent (100%) of his earnings as at the date of commencement of total disability.
- 42.9 Employees while on rehabilitative employment with the Ontario Government will earn vacation credits as set out in Article 47 (Vacations and Vacation Credits).
- 42.10 (a) When an employee who has been receiving or was eligible to receive L.T.I.P. benefits is able to return to full-time employment, the provisions of Article 24 (Job Security), with the exception of section 24.3, shall apply.
- (b) An employee who is assigned, under this section, to a vacancy in accordance with sub-sections 24.2.1, 24.2.2, 24.2.3 or 24.2.4 of Article 24 shall, for a period of six (6) months, be paid at the same step he had attained in the

salary range of the classification of the position he occupied prior to disability. At the end of that period he shall be paid at a rate within the salary range of the classification of the position to which he has been assigned.

ARTICLE 43 — ONTARIO HEALTH INSURANCE PLAN

43.1 The Employer shall pay one hundred percent (100%) of each employee's Ontario Health Insurance Plan monthly premium. Benefits will be as provided by the O.H.I.P. plan.

ARTICLE 44 — SUPPLEMENTARY HEALTH AND HOSPITAL INSURANCE $\frac{70.5}{100} \frac{70}{6}$

44.1 The Employer shall pay one hundred percent (100%) of the monthly premium of the Supplementary Health and Hospital Plan.

44.2 Effective January 1, 1990, the Supplementary Health and Hospital Plan shall provide for the reimbursement of ninety percent (90%) of the cost of prescribed drugs and medicines, one hundred percent (100%) of the cost of semi-private or private hospital accommodation to a maximum of fifty dollars (\$50) per day over and above the cost of standard ward care, and one hundred percent (100%) of the cost for the following services:

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- (a) Charges for accommodation, for employees 65 and over, in a licenced chronic or convalescent hospital up to twenty-five dollars (\$25) per day and limited to one hundred and twenty (120) days per calendar year for semi-private or private accommodation;
- (b) Charges made by a licenced hospital for out-patient treatment not paid for under a provincial plan;

- (c) Charges for private-duty nursing in the employee's home, by a registered nurse or a registered nursing assistant who is not normally resident in the employee's home, and who is not related to either the employee or his dependents, provided such registered nursing service is approved by a licenced physician or surgeon as being necessary to the employee's health care;
- (d) Charges for the services of a chiropractor, osteopath, naturopath, podiatrist, physiotherapist, speech therapist, and masseur (if licenced and practising within the scope of their licence), to a maximum of twelve dollars (\$12) per visit for each visit not subsidized by O.H.I.P.;
- (e) Charges for the services of a psychologist up to sixteen dollars (\$16) per half-hour for individual psychotherapy and/or testing and twelve dollars (\$12) per visit for all other visits;
- (f) Artificial limbs and eyes, crutches, splints, casts, trusses and braces; seventy-five percent (75%) of the cost of specially modified shoes (factory custom) ready made, off-the-shelf with a limit of three (3) pairs per calendar year, if medically necessary and prescribed by a licenced physician; and seventy-five percent (75%) of the cost of corrective shoe inserts, if medically prescribed, up to a limit of three (3) pairs per calendar year;
- (g) Rentals of wheel chairs, hospital beds or iron lungs required for temporary therapeutic use. A wheel chair may be purchased if recommended by the attending physician and if rental cost would exceed the purchase cost.

Fifty percent (50%) of the cost of repair (including batteries) and modifications to purchased wheel chairs provided that reimbursement for any one repair, battery or modification shall in no event exceed five hundred dollars (\$500);

- (h) Ambulance services to and from a local hospital qualified to provide treatment, excluding benefits allowed under a provincial hospital plan;
- (i) Oxygen and its administration;
- (j) Blood transfusions outside hospital;
- (k) Dental services and supplies, provided by a dental surgeon within a period of twenty-four (24) months following an accident, for the treatment of accidental injury to natural teeth, including replacement of such teeth or for the setting of a jaw fractured or dislocated in an accident, excluding any benefits payable under any provincial medicare plan;
- (l) Hearing aids and eyeglasses, if required as a result of accidental injury;
- (m) Charges for services of physicians, surgeons and specialists legally licenced to practise medicine which, when provided outside the Province of Ontario, exceed the O.H.I.P. fee schedule, the allowance under this benefit being up to one hundred percent (**100%**) of the O.M.A. fee schedule when added to government payments under the O.H.I.P. fee schedule.
- (n) Charges for surgery by a podiatrist, performed in a podiatrist's office, to a maximum of one hundred dollars (\$100).

- 44.3 Effective January 1, 1990, the Employer agrees to pay sixty percent (60%) of the monthly premiums for vision care and hearing aid coverage, under the Supplementary Health and Hospital Plan, with the balance of the monthly premiums being paid by the employee through payroll deduction. This coverage includes a ten dollar (\$10.00) (single) and twenty dollar (\$20.00) (family) deductible in any calendar year and provides for vision care (maximum one hundred dollars [\$100.00] per person in any twenty four [24] month period) and the purchase of hearing aids (maximum two hundred dollars [\$200.00] per person once only) equivalent to the vision and hearing aid component of the Blue Cross Extended Health Care Plan.
- 44.4 It is not necessary for an employee or dependents to be confined to hospital to be eligible for benefits under this plan. If an employee is totally disabled or his dependent is confined to hospital on the date his Supplementary Health and Hospital Insurance terminates, benefits shall be payable until the earliest of: the date the total disability ceases, the date his dependent is discharged from hospital, or the expiration of six (6) months from the date of termination of insurance.
- 44.5 Where an employee is totally disabled, coverage for Supplementary Health and Hospital Insurance will cease at the end of the month in which the employee receives his last pay from the Employer, except as provided in section 42.3 of Article 42 (Long Term Income Protection). If an employee wishes to have Supplementary Health and Hospital Insurance continue, arrangements may be made through the employee's personnel branch. The employee shall pay the full premium.
- 44.6 The Employer shall make available to employees an information booklet with periodic updates, when

necessary, within a reasonable period of time following the signing of a new collective agreement or following major alterations to the Plan.

**ARTICLE 45 – INSURED BENEFITS PLANS
– GENERAL**

COMMENCEMENT OF COVERAGE

- 45.1** Employees will be insured for Basic Life, Supplementary and Dependent Life (when elected), Long Term Income Protection, and Supplementary Health and Hospital benefits effective the first of the month immediately following two (2) months continuous service. Monthly premiums for O.H.I.P. are paid by the Employer commencing with the month the employee is appointed to staff for coverage which starts three (3) months later.

COVERAGE DURING LEAVE-OF-ABSENCE
WITHOUT PAY

- 45.2** During leaves-of-absence without pay, employees may continue participating in Basic Life, Supplementary Life, Dependent Life, Supplementary Health and Hospital, Long Term Income Protection, O.H.I.P. and the Dental Plan by arranging to pay full premiums at least one (1) week in advance of the first of each month of coverage through their ministry personnel or payroll branch.

DAYS OF GRACE

- 45.3** There is a thirty-one (31) day grace period following termination during which the insurance remains in force for Basic, Supplementary and Dependent Life Insurance.

**ARTICLE 46 — JOINT INSURANCE BENEFITS
REVIEW COMMITTEE**

46.1 The parties agree to continue the Joint Insurance Benefits Review Committee. The terms of reference are set out in Appendix 5 attached.

**ARTICLE 47 — VACATIONS AND VACATION
CREDITS**

47.1.1 Effective January 1, 1988, an employee shall earn vacation credits at the following rates:

(a) One and one-quarter ($1\frac{1}{4}$) days per month during the first eight (8) years of continuous service;

(b) One and two-thirds ($1\frac{2}{3}$) days per month after eight (8) years of continuous service;

(c) Two and one-twelfth ($2\frac{1}{12}$) days per month after sixteen (16) years of continuous service;

(d) Two and one-half ($2\frac{1}{2}$) days per month after twenty-nine (29) years of continuous service.

47.1.2 Effective January 1, 1990, an employee shall earn vacation credits at the following rates:

(a) One and one-quarter ($1\frac{1}{4}$) days per month during the first eight (8) years of continuous service;

(b) One and two-thirds ($1\frac{2}{3}$) days per month after eight (8) years of continuous service;

(c) Two and one-twelfth ($2\frac{1}{12}$) days per month after fifteen (15) years of continuous service;

(d) Two and one-half (2%) days per month after twenty-seven (27) years of continuous service.

- 47.2 An employee is entitled to vacation credits under section 47.1 in respect of a month or part thereof in which he is at work or on leave with pay.
- 47.3.1 An employee is not entitled to vacation credits under section 47.1 in respect of a whole month in which he is absent from duty for any reason other than vacation leave-of-absence or leave-of-absence with pay.
- 47.3.2 Where an employee is absent by reason of an injury or industrial disease for which an award is made under the Workers' Compensation Act, he shall accrue vacation credits only for the period during which he is in receipt of salary in accordance with Article 54.2.
- 47.4 An employee shall be credited with his vacation for a calendar year at the commencement of each calendar year
- 47.5 An employee may accumulate vacation to a maximum of twice his annual accrual but shall be required to reduce his accumulation to a maximum of one (1) year's accrual by December 31 of each year.
- 47.6 On commencing employment an employee shall be credited with pro rata vacation for the balance of the calendar year, but shall not be permitted to take vacation until he has completed six (6) months of continuous service.
- 47.7 An employee with over six (6) months of continuous service may, with the approval of the Deputy Minister, take vacation to the extent of his vacation entitlement and his vacation credits shall be reduced by any such vacation taken. For this purpose, an employee may include any continuous service as an employee in the Public Service of Ontario

immediately prior to his appointment to the civil service.

- 47.8 Where an employee has completed twenty-five (25) years of continuous service, there shall be added, on that occasion only, five (5) days of vacation to his accumulated vacation entitlement. *sp, 2 5-05*
- 47.9 An employee who completes twenty-five (25) years of continuous service on or before the last day of the month in which he attains sixty-four (64) years of age is entitled to receive five (5) days of pre-retirement leave with pay in the year ending with the end of the month in which he attains the age of sixty-five (65) years. *5-5
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- 47.10 Where an employee leaves the service prior to the completion of six (6) months service as computed in accordance with section 47.7, he is entitled to vacation pay at the rate of four percent (4%) of the salary paid during the period of his employment.
- 47.11 An employee who has completed six (6) or more months of continuous service shall be paid for any earned and unused vacation standing to his credit at the date he ceases to be an employee, or at the date he qualifies for payments under the Long Term Income Protection plan as defined under Article 42, and any salary paid for unearned vacation used up to that time shall be recovered by the Employer from any monies owing to that employee.
- 47.12 An employee who has completed his probationary period shall, upon giving at least two (2) months' written notice on or after April 1, 1977, receive, before commencing vacation, an advance against the pay cheques that fall due during the vacation period, based upon the following conditions:
- (a) such an advance shall be provided only where the employee takes at least two (2) consecutive weeks' vacation:

- (b) such an advance shall be in an amount equal to the employee's lowest net regular pay cheque in the two (2) month period immediately preceding commencement of his vacation leave, and rounded to the closest ten dollars **(\$10)** below such net amount;
- (c) where more than two (2) pay cheques are due and payable during the vacation period, in no case will the advance exceed twice the amount set out in (b) above.

Any additional amount due the employee as a result of the application of (b) and (c) above will be paid to the employee in the normal manner.

ARTICLE 48 – HOLIDAYS

48.1 An employee shall be entitled to the following paid holidays each year:

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

Any special holiday as proclaimed by the Governor General or Lieutenant Governor.

48.2 Except as provided in section 48.3 when a holiday specified in section 48.1 falls on a Saturday or Sunday or when any two of them fall on a successive Saturday and Sunday, the regular working day or days next following is a holiday or are holidays, as the case may be, in lieu thereof, but when **such** next following regular working day is also a holiday the next regular working day thereafter is in lieu thereof a holiday.

- 48.3 Those employees whose work schedules are subject to rotating work weeks which include scheduled weekend work on a regular or recurring basis shall have the Canada Day, Remembrance Day, Christmas Day, Boxing Day and New Year's Day holidays designated as July 1st, November 11th, December 25th, December 26th and January 1st, respectively, and section 48.2 shall have no application to these employees in respect of these holidays.

ARTICLE 49 – BEREAVEMENT LEAVE

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- 49.1 An employee who would otherwise have been at work shall be allowed up to three (3) days leave-of-absence with pay in the event of the death of his spouse, mother, father, mother-in-law, father-in-law, son, daughter, stepson, stepdaughter, brother, sister, son-in-law, daughter-in-law, sister-in-law, brother-in-law, grandparent, grandchild, ward or guardian.
- 49.2 An employee who would otherwise have been at work shall be allowed one (1) day leave-of-absence with pay in the event of the death and to attend the funeral of his aunt, uncle, niece or nephew,
- 49.3 In addition to the foregoing, an employee who would otherwise have been at work may be allowed up to two (2) days leave-of-absence without pay to attend the funeral of a relative listed in sections 49.1 and 49.2 above if the location of the funeral is greater than eight hundred kilometres (800 km) from the employee's residence.

ARTICLE 50 – MATERNITY LEAVE

- 50.1 A Deputy Minister shall grant leave-of-absence without pay and without accumulation of credits for the purpose of childbirth to a female employee who

has served more than one (1) year including service as a Crown employee immediately prior to her appointment to the civil service.

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50.3 The leave-of-absences shall be in accordance with the provisions of The Employment Standards Act.

50.3.1 An employee entitled to maternity leave under this Article, who provides the Employer with proof that she has applied for and is eligible to receive unemployment insurance benefits pursuant to Section 30, Unemployment Insurance Act, 1971, shall be paid an allowance in accordance with the Supplementary Unemployment Benefit Plan.

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50.3.2 In respect of the period of maternity leave, payments made according to the Supplementary Unemployment Benefit Plan will consist of the following:

- (a) for the first two (2) weeks, payments equivalent to ninety-three percent (93%) of the actual weekly rate of pay for her classification, which she was receiving on the last day worked prior to the commencement of the maternity leave,

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- (b) up to a maximum of fifteen (15) additional weeks, payments equivalent to the difference between the sum of the weekly UI benefits the employee is eligible to receive and any other earnings received by the employee, and ninety-three percent (93%) of the actual weekly rate of pay for her classification, which she was receiving on the last day worked prior to the commencement of the maternity leave.

50.3.3 Notwithstanding 50.3.2(a) and (b), where an employee assigned to a vacancy in accordance with

Article 18.7.2 (Health and Safety — VDT's) is eligible to receive an allowance under this Article, and the salary rate she was receiving on the last day worked prior to the maternity leave is less than the salary rate she was receiving on the last day worked prior to the assignment, the allowance shall be based on the actual weekly rate of pay for her classification which she was receiving on the last day worked prior to the assignment.

- 50.4 Notwithstanding Article 45.2 (Insured Benefits Plans — General), an employee receiving the maternity leave allowance under the Supplementary Unemployment Benefit Plan shall have her benefits coverage continued during the period she receives the maternity leave allowance. 58.5
- 50.5 If requested, in writing, at least four (4) weeks prior to the date of expiry of her maternity leave, an employee shall be entitled to a leave-of-absence without pay of up to six (6) months. 326
- 50.6.1 A female employee returning from a leave-of-absence under section 50.1 or 50.5 to the ministry in which she was employed immediately prior to such leave shall be assigned to her former classification and be paid at the step in the salary range that she had attained when the leave-of-absence was granted.
- 50.6.2 Notwithstanding Article 50.6.1, an employee who has been assigned in accordance with Article 18.7.2 and who returns to her former ministry from a leave-of-absence under this Article, shall be assigned to a position in the same classification as the position she occupied immediately prior to the assignment under Article 18.7.2 and be paid at the step in the salary range that she had attained immediately prior to the assignment under Article 18.7.2.

50.7 Notwithstanding 50.3.2(a) and (b), and 50.3.3, effective January 1, 1984, the Supplementary Unemployment Benefit shall be based on the salary the employee was receiving on the last day worked prior to the commencement of the maternity leave, including any retroactive salary adjustment to which she may become entitled.

ARTICLE 51 – ADOPTION LEAVE

51.1 **A** Deputy Minister shall grant a leave-of-absence without pay and without accumulation of credits for the purpose of the legal adoption of a child by an employee who has served more than one (1) year, including service as a Crown employee immediately prior to his or her appointment to the civil service. It is understood that if both spouses are employees only one such leave **will** be granted.

51.2 The leave-of-absence shall commence upon the placement of the child in the employee's residence.

51.3 An employee will be deemed to have given birth to the child on the date of placement of the adopted child in the employee's residence, and the provisions of section 50.2 shall apply, as appropriate.

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51.4.1 Effective January 1, 1990, an employee who is entitled to adoption leave under this Article and who provides the Employer with proof that he or she has applied for and is eligible to receive unemployment insurance benefits pursuant to Section 30, Unemployment Insurance Act 1971, shall be paid an allowance in accordance with the Supplementary Unemployment Benefit Plan.

51.4.2 In respect of the period of adoption leave, payments made according to the Supplementary Unemployment Benefit Plan will consist of the following:

(a) for the first two (2) weeks, payments equivalent

to ninety-three percent (93%) of the actual weekly rate of pay for his or her classification, which he or she was receiving on the last day worked prior to the commencement of the adoption leave,

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and

(b) up to a maximum of fifteen (15) additional weeks. payments equivalent to the difference between the sum of the weekly UI benefits the employee is eligible to receive and any other earnings received by the employee, and ninety-three percent (93%) of the actual weekly rate of pay for his or her classification, which he or she was receiving on the last day worked prior to the commencement of the adoption leave.

51.5 Notwithstanding Article 45.2 (Insured Benefit Plans – General), an employee receiving the adoption leave allowance under the Supplementary Unemployment Benefit Plan shall have his or her benefit coverage continued during the period he or she receives the adoption leave allowance.

51.6.1 Where the child is under six (6) years of age, and if requested in writing at least eight (8) weeks prior to the date of expiry of the adoption leave, an employee shall be entitled to a leave-of-absence without pay of up to six (6) months.

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51.6.2 Where the child is six (6) years of **age** or older the duration of the adoption leave will be based on the recommendation of the adoption agency but in no event will such leave exceed the duration of the leaves provided for in sections 51.3 and 51.6.1.

51.7 An employee returning from a leave-of-absence under section 51.1 or 51.6 to the ministry in which he

or she was employed immediately prior to such leave, shall be assigned to his or her former classification and be paid at the step in the salary range that he or she had attained when the leave-of-absence was granted.

51.8 Notwithstanding sub-section 51.4.2, effective January 1, 1990, the Supplementary Unemployment Benefit shall be based on the salary the employee was receiving on the last day worked prior to the commencement of the adoption leave, including any retroactive salary adjustment to which he or she may have been entitled.

ARTICLE 52 -- SHORT TERM SICKNESS PLAN

52.1 An employee who is unable to attend to his duties due to sickness or injury is entitled to leave-of-absence with pay as follows:

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- (i) with regular salary for the first six (6) working days of absence,
- (ii) with seventy-five percent (75%) of regular salary for an additional one hundred and twenty-four (124) working days of absence,

in each calendar year.

52.2 An employee is not entitled to leave-of-absence with pay under section 52.1 of this Article until he has completed twenty (20) consecutive working days of employment.

52.3 Where an employee is on a sick leave-of-absence which commences in one calendar year and continues into the following calendar year, he is **not** entitled to leave-of-absence with pay under section 52.1 of this Article for more than one hundred and thirty (130) working days in the two (2) years **until** he has returned to work for twenty (20) consecutive working days.

52.4 An employee who has used leave-of-absence with pay for one hundred and thirty (130) working days in a calendar year under section 52.1 of this Article must complete twenty (20) consecutive working days before he is entitled to further leave under section 52.1 in the next calendar year.

52.5 The pay of an employee under this Article is subject to deductions for insurance coverage and pension contributions that would be made from regular pay. The Employer-paid portion of all payments and subsidies will continue to be made.

USE OF ACCUMULATED CREDITS

52.6 An employee on leave-of-absence under sub-section 52.1(ii) of this Article may, at his option, have one-quarter (1/4) of a day deducted from his accumulated credits (attendance, vacation or overtime credits) for each such day of absence and receive regular pay.

52.7 An employee who is absent from his duties due to sickness or injury beyond the total number of days provided for in section 52.1 of this Article shall have his accumulated attendance credits reduced by a number of days equal to such absence and he shall receive regular pay for that period.

52.8 Section 52.7 does not apply to an employee when he qualifies for and elects to receive benefits under the Long Term Income Protection Plan.

52.9 Where, for reasons of health, an employee is frequently absent or unable to perform his duties, the Employer may require him to submit to a medical examination at the expense of the Employer.

52.10 After five (5) days' absence caused by sickness, no

leave with pay shall be allowed unless a certificate of a legally qualified medical practitioner is forwarded to the Deputy Minister of the ministry, certifying that the employee is unable to attend to his official duties. Notwithstanding this provision, where it is suspected that there may be an abuse of sick leave, the Deputy Minister or his designee may require an employee to submit a medical certificate for a period of absence of less than five (5) days.

52.11 Employees returning from L.T.I.P. to resume employment in accordance with Article 42.10 must complete twenty (20) consecutive working days of employment to qualify for benefits under the Short Term Sickness Plan.

52.12 For the purposes of this Article twenty (20) consecutive working days of employment shall not include vacation leave-of-absence or any leaves without pay, but days worked before and after such leave shall be considered consecutive. Notwithstanding the above, where an employee is unable to attend to his duties due to sickness or injury, the days worked before and after such absence shall not be considered consecutive.

ATTENDANCE REVIEW MEETINGS

52.13 Where an employee is interviewed by a member or members of management in respect of the employee's record of attendance at work, no evidence of that interview or of the particular aspects of the attendance record upon which that interview was based shall be admissible before the Grievance Settlement Board in the arbitration of a disciplinary grievance unless the employee was given reasonable notice of the interview and of the right to have union representation at that interview, and the employee either had such union representation or declined that representation in writing prior to the interview.

ARTICLE 53 – TERMINATION PAYMENTS

- 53.1 An employee whose seniority commences from a date prior to January 1, 1970 and who ceases to be an employee is entitled to be paid an amount in respect of his accumulated attendance credits for continuous service up to and including March 31, 1978 in an amount computed by multiplying half of the number of days of his accumulated attendance credits at the date he ceases to be an employee by his annual salary at the date he ceases to be an employee and dividing the product by 261. For the period from April 1, 1978, the benefits described under section 53.4 shall apply.
- 53.2 Notwithstanding section 53.1, an employee whose seniority commences from a date on or after October 1, 1965 and before January 1, 1970 who ceases to be an employee because of,
- (a) death;
 - (b) retirement pursuant to,
 - (i) section 17 of The Public Service Act, or
 - (ii) section 12 or 18 of The Public Service Superannuation Act; or
 - (c) release from employment under subsection 4 of section 22 of The Public Service Act,
is entitled to receive, for continuous service up to and including March 31, 1978
 - (d) severance pay equal to one-half (1/2) week of salary for each year of continuous service before January 1, 1970 and one (1) week of salary for each year of continuous service from and including January 1, 1970; or

- (e) the amount in respect of his accumulated attendance credits computed in accordance with section 53.1,

whichever is the greater, but he is not entitled to receive both of these benefits.

For the period from April 1, 1978, the benefits described under section 53.4 shall apply.

53.3

An employee whose seniority commences from a date on or after January 1, 1970 is entitled to severance pay for each year of continuous service up to and including March 31, 1978,

- (a) where the employee has completed one (1) year of continuous service and ceases to be an employee because of,
 - (i) death,
 - (ii) retirement pursuant to,
 - 1. section 17 of The Public Service Act, or
 - 2. section 12 or 18 of The Public Service Superannuation Act, or
 - (iii) release from employment under subsection 4 of section 22 of The Public Service Act,

in an amount equal to one (1) week of salary for each year of continuous service; or

- (b) where the employee has completed five (5) years of continuous service and ceases to be an employee for any reason other than,
 - (i) dismissal for cause under section 22 of the Act, or

(ii) abandonment of position under section 20 of the Act,

in an amount equal to one(1) week of salary for each year of continuous service.

For the period from April 1, 1978, the benefits described under section 53.4 shall apply.

53.4 An employee.

(a) who has completed a minimum of one(1) year of continuous service and who ceases to be an employee because of,

(i) death, 3/1/8 ✓

(ii) retirement pursuant to, 3/1/8 ✓
1. section 17 of The Public Service Act,
or
2. section 12 or 18 of The Public Service Superannuation Act, or

(iii) release from employment under subsection 4 of section 22 of The Public Service Act; or 3/1-

(b) who has completed a minimum of five(5) years of continuous service and who ceases to be an employee for any reason other than, A, B, C, D, E, M, /

(i) dismissal for cause under section 22 of the Act, or

(ii) abandonment of position under section 20 of the Act,

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is entitled to severance pay for continuous service from and after April 1, 1978 equal to one(1) week of salary for each year of continuous service from and after April 1, 1978.

53.5 An employee on probationary staff, other than an employee whose seniority commences from a date

prior to January 1, 1970, is not entitled to severance pay under sections 53.2, 53.3 or 53.4.

53.6

- (1) The total of the amount paid to an employee in respect of accumulated attendance credits, severance pay, or both, shall not exceed one-half ($1/2$) of the annual salary of the employee at the date when he ceases to be an employee.
- (2) The calculation of severance pay of an employee shall be based on the regular salary of the employee at the date when he ceases to be an employee.
- (3) Where a computation for severance pay involves part of a year, the computation of that part shall be made on a monthly basis, and,
 - (a) any part of a month that is less than fifteen (15) days shall be disregarded; and
 - (b) any part of a month that is fifteen (15) or more days shall be deemed to be a month.

53.7

For purposes of determining qualification for severance pay and the amount of severance pay to which an employee is entitled, an employee's continuous service shall not include any period:

- (a) when he is on leave-of-absence without pay for greater than thirty (30) days, or for a period which constitutes a hiatus in his service, i.e.:
 - (1) Political Activity (P.S.A., S. 12.5)
 - (2) Lay-off (Article 24, Job Security)
 - (3) Educational Leave (R.R.O. 1980, Reg. 881, S. 29);

- (b) when he is receiving benefits under the Long Term Income Protection Plan;
- (c) after the first **six** (6) months that he is receiving benefits pursuant to an award under The Workers' Compensation Act, but this clause shall not apply during a period when the accumulated credits of the employee are being converted and paid to the employee at a rate equal to the difference between the regular salary of the employee and the compensation awarded.

- 53.8 An employee may receive only one (1) termination payment for a given period of continuous service.
- 53.9 Notwithstanding section 53.8, an employee who has been released in accordance with Article 24 (Job Security) and who is subsequently reappointed in accordance with section 25.3 of Article 25 (Seniority) may, at his option, repay any termination payments received under this Article to the Treasurer of Ontario. and, thereby, restore termination pay entitlements for the period of continuous service represented by the payment.

ARTICLE 54 — WORKERS' COMPENSATION

- 54.1 Where an employee is absent by reason of an injury or an industrial disease for which a claim is made under The Workers' Compensation Act, his salary shall continue to be paid for a period not exceeding thirty (30) days. If an award is not made, any payments made under the foregoing provisions in excess of that to which he is entitled under sections 52.1 and 52.6 of Article 52 (Short Term Sickness Plan) shall be an amount owing by the employee to the Employer.
- 54.2 Where an employee is absent by reason of an injury

or an industrial disease for which an award is made under The Workers' Compensation Act, his salary shall continue to be paid for a period not exceeding three (3) consecutive months or a total of sixty-five (65) working days where such absences are intermittent, following the date of the first absence because of the injury or industrial disease, and any absence in respect of the injury or industrial disease shall not be charged against his credits.

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Where an award is made under The Workers' Compensation Act to an employee that is less than the regular salary of the employee and the award applies for longer than the period set out in section 54.2 and the employee has accumulated credits, his regular salary may be paid and the difference between the regular salary paid after the period set out in section 54.2 and the compensation awarded shall be converted to its equivalent time and deducted from his accumulated credits.

54.4

Where an employee receives an award under The Workers' Compensation Act, and the award applies for longer than the period set out in section 54.2 (i.e. three (3) months), and the employee has exhausted all attendance credits, the Employer will continue subsidies for Basic Life, L.T.I.P., O.H.I.P., Supplementary Health and Hospital and the Dental Plan for the period during which the employee is receiving the award.

54.5

Where an employee is absent by reason of an injury or an industrial disease for which an award is made under the Workers' Compensation Act, the employee shall not be entitled to a leave-of-absence with pay under Article 52 (Short Term Sickness Plan) as an option following the expiry of the application of section 54.2.

ARTICLE 55 – SPECIAL & COMPASSIONATE LEAVE

- 55.1 A Deputy Minister or his designee may grant an employee leave-of-absence with pay for not more than three (3) days in a year upon special or compassionate grounds.
- 55.2 The granting of leave under this Article shall not be dependent upon or charged against accumulated credits.

ARTICLE 56 – ENTITLEMENT ON DEATH

- 56.1 Where an employee who has served more than six (6) months dies, there shall be paid to his personal representative or, if there is no personal representative, to such person as the Commission determines, the sum of,
- (a) one-twelfth (1 / 12) of his annual salary; and
 - (b) his salary for the period of vacation leave-of-absence and overtime credits that have accrued.
- 56.2 Where an employee dies, there shall be paid to his personal representative or, if there is no personal representative, to such person as the Commission determines, an amount in respect of attendance credits or severance pay computed in the manner and subject to the conditions set out in Article 53 (Termination Payments). Any severance pay to which an employee is entitled shall be reduced by the amount equal to one-twelfth (1/ 12) of his annual salary.

ARTICLE 57 – DENTAL PLAN

- 57.1 BENEFITS
- (a) This plan provides for basic dental care

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equivalent to the Blue Cross Dental Care Plan 7 and includes such items as examinations, consultations, specific diagnostic procedures, X-rays, preventive services such as scaling, polishing and fluoride treatments, fillings, extractions and anaesthesia services. This plan also includes benefits equivalent to Rider 1 of the Ontario Blue Cross as additions to the basic dental plan and includes such items as periodontal services, endodontic services and surgical services, as well as prosthodontic services necessary for relining, rebasing or repairing of an existing appliance (fixed bridgework, removable partial or complete dentures).

- (b) (i) Payments under the plan will be in accordance with the current Ontario Dental Association Schedule of Fees for the subscriber and eligible dependents.
- (ii) Effective January 1, 1990, the Employer shall pay the full premiums under this plan on the basis of eighty percent/twenty percent (80%/20%) co-insurance. The employee shall pay the cost of dental care directly and the carrier shall reimburse the employee eighty percent (80%) based on the current Ontario Dental Association Schedule of Fees.
- (c) Effective January 1, 1987, the Employer agrees to pay one hundred percent (100%) of the monthly premium for services relating to dentures, with benefits equivalent to Rider 2 of the Ontario Blue Cross Plan or the basis of fifty percent/fifty percent (50%/50%) co-insurance, in accordance with the current Ontario Dental Association Schedule of Fees, up to a lifetime maximum benefit of two

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thousand dollars (\$2,000) for the insured employee and each eligible dependent.

- (d) Except for benefits described under Section 57.2, eligible dependents shall include spouse, unmarried children under 21 years of age, unmarried children between 21 and 25 years of age and in full-time attendance at an educational institution or on vacation therefrom, and children 21 years of age and over, mentally or physically infirm and who are dependent.

57.2 Effective January 1, 1988, the Employer agrees to pay one hundred percent (100%) of the monthly premium for services relating to orthodontics, to apply only to dependent unmarried children of the employee between the ages of six (6) and eighteen (18), with benefits equivalent to Rider 3 of the Ontario Blue Cross Plan on the basis of fifty percent/fifty percent (50%/50%) co-insurance, in accordance with the current Ontario Dental Association Schedule of Fees, up to a lifetime maximum benefit of two thousand dollars (\$2,000) for each such dependent unmarried child.

57.3 Effective January 1, 1990, the Employer agrees to pay one hundred percent (100%) of the monthly premium for services related to major restorative, with benefits equivalent to Rider 4 of the Ontario Blue Cross Plan on the basis of forty percent/sixty percent (40%/60%) co-insurance. The employee shall pay the cost of the dental care directly and the carrier shall reimburse the employee forty percent (40%) based on the following Ontario Dental Association Schedules of Fees, up to a maximum benefit of one thousand dollars (\$1,000) per year for the insured employee and each eligible dependent:

- i) during the calendar year 1990, the 1989 schedule of fees shall be applicable: and

- ii) during the calendar year 1991, the 1990 schedule of fees shall be applicable.

57.4 ELIGIBILITY

Employees are eligible for coverage on the first day of the month following the month in which the employee has completed two (2) **months** of continuous service.

57.5 CANCELLATION

All coverage under this plan will cease on the date of termination of employment.

**Part C —
REGULAR PART-TIME CIVIL SERVANTS**

**ARTICLE 58 — APPLICATION OF PART C,
REGULAR PART-TIME CIVIL SERVANTS**

58.1 The only terms of this Agreement that apply to employees who are regular part-time civil servants are those that are set out in this Part. No provisions in this Agreement other than those included in this Part shall apply to civil servants in regular part-time positions.

**ARTICLE 59 — OTHER APPLICABLE ARTICLES,
REGULAR PART-TIME CIVIL SERVANTS**

59.1 The following Articles of this Agreement shall also apply to regular part-time civil servants:

ARTICLE 1	Recognition
ARTICLE A	No Discrimination; Employment Equity
ARTICLE 2	Check-off of Union Dues
ARTICLE 6	Temporary Assignments
ARTICLE 9	Scheduled Tour of Duty or Shift
ARTICLE 10	Shift Schedules
ARTICLE 11	Shift Premium
ARTICLE 12	Rest Periods
ARTICLE 14	Call Back
ARTICLE 16	On-Call Duty
ARTICLE 17	Meal Allowance
ARTICLE 21	Non-Pyramiding of Premium Payments
ARTICLE 22	Kilometric Rates
ARTICLE 23	Time Credits While Travelling
ARTICLE 25	Seniority (Length of Continuous Service)
ARTICLE 26	Closing of Facilities
ARTICLE 27	Grievance Procedure
ARTICLE 28	Leave — Union Activities

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ARTICLE 29	Leave Without Pay
ARTICLE 30	Leave — Special
ARTICLE 31	Leave — Foreign, Intergovernmental
ARTICLE 32	Leave — JuryDuty
ARTICLE 33	Leave — Military Service
ARTICLE 34	Leave Credits Report
ARTICLE 35	Local and Ministry Negotiations
ARTICLE 36	Information to New Employees
ARTICLE 37	Joint Consultation Committee
ARTICLE 85	Term of Agreement

**ARTICLE 60 — POSTING AND FILLING OF
REGULAR PART-TIME POSITIONS**

- 60.1 Effective March 16, 1987, when a vacancy occurs in the Classified Service for a regular part-time position in the bargaining unit or a new regular part-time classified position is created in the bargaining unit, it shall be advertised for at least ten (10) calendar days prior to the established closing date when advertised within a Ministry, or it shall be advertised for at least fifteen (15) calendar days prior to the established closing date when advertised service-wide. All applications will be acknowledged. Where practicable, notice of vacancies shall be posted on bulletin boards.
- 60.2 The notice of vacancy shall state, where applicable, the nature and title of the position, the qualifications required, the “weekly hours of **work**” and the “basic hourly rate” or the “weekly rate” of pay as defined in Article 62 (Pay and Benefits Administration), and the area in which the position exists.
- 60.3 In filling a vacancy, the Employer shall give primary consideration to qualifications and ability to perform the required duties. Where qualifications

and ability are relatively equal, length of continuous service shall be a consideration.

- 60.4 An applicant who is invited to attend an interview within the civil service shall be granted time off with no loss of pay and with no loss of credits to attend the interview, provided that the time off does not unduly interfere with operating requirements.

ARTICLE 61 – HOURS OF WORK

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- 61.1 The regularly scheduled hours of work for a regular part-time position in the Classified Service shall be as determined by the Employer, provided that they are:
- (a) less than thirty-six and one-quarter (36%) or forty (40) hours per week, as applicable to the classification to which the regular part-time position is assigned, but not less than fourteen (14) hours per week; or
 - (b) less than twenty (20) full days over a period of four (4) consecutive weeks, but not less than nine (9) full days of seven and one-quarter (7%) or eight (8) hours, as applicable to the classification to which the regular part-time position is assigned.

ARTICLE 62 – PAY AND BENEFITS ADMINISTRATION

- 62.1 The “basic hourly rate” of pay for part-time civil servants is the basic hourly rate for the class, except where the basic hourly rate for the class does not exist in which case it is the weekly rate of the class divided by thirty-six and a quarter (36%) or forty (40) as applicable.
- 62.2 The “weekly rate” of pay for part-time civil servants

is the basic hourly rate times the applicable weekly hours of work

- 62.3 “Weekly hours of work” shall be the average of the regularly scheduled weekly hours of a position calculated over a period of four (4) consecutive weeks.

ARTICLE 63 – NON-WORKING DAY

- 63.1 “Non-Working Day” means a day on which the employee **is** not scheduled to work to complete his regularly scheduled hours.

ARTICLE 64 – OVERTIME

- 64.1 “Overtime” means an authorized period of work, calculated to the nearest half-hour, and performed in excess of seven and one-quarter ($7\frac{1}{4}$) or eight (8) hours, as applicable, on a normal working day and for all hours worked on a non-working day.
- 64.2.1 Employees in classifications assigned to Schedules 3.7 and 4.7 who work authorized overtime shall be paid at one and one-half ($1\frac{1}{2}$) times the basic hourly rate.
- 64.2.2 Overtime shall be paid within two (2) months of the pay period within which the overtime was actually worked.
- 64.3 Employees in classifications assigned to Schedules 3 and 4 who perform authorized overtime, shall receive compensating leave of one and one-half ($1\frac{1}{2}$) hours for each hour of overtime worked, at a mutually agreed upon time. Failing agreement, the Employer shall determine the time of the compensating leave.
- 64.4 Where there is mutual agreement, employees may

receive compensating leave in lieu of pay at the overtime rate or may receive pay at the overtime rate in lieu of compensating leave.

64.5 Compensating leave accumulated in a calendar year which is not used before March 31 of the following year, shall be paid at the rate it was earned. The March 31 date may be extended by mutual agreement.

64.6 Employees who are in classifications assigned to Schedule 6 and who are required to work on a non-working day shall receive equivalent time off.

ARTICLE 65 – STAND-BY TIME

65.1 “Stand-by time” means a period of time that is not a regular working period during which the employee keeps himself available for immediate recall to work.

65.2 Stand-by time shall be approved in writing and such approval shall be given prior to the time the employee is required to stand by, except in circumstances beyond the Employer’s control.

65.3 Where an employee is required to stand by, he shall receive payment of the stand-by hours at one-half (1/2) the basic hourly rate.

ARTICLE 66 – HOLIDAY PAYMENT

66.1.1 An employee shall be entitled to a paid holiday each year on each of the following days which fall on a day that is a regularly scheduled work day for the employee:

- | | |
|-----------------|------------------|
| New Year’s Day | Good Friday |
| Easter Monday | Victoria Day |
| Canada Day | Civic Holiday |
| Labour Day | Thanksgiving Day |
| Remembrance Day | Christmas Day |
| Boxing Day | |



Any special holiday as proclaimed by the Governor General or the Lieutenant Governor.

- 66.1.2 An employee shall be compensated for each of the holidays to which he is entitled under sub-section 66.1.1. The compensation shall be equivalent to that of his regularly scheduled working day, but shall not exceed seven and one-quarter (7-1/4) or eight (8) hours, as applicable.
- 66.2 When an employee works on a holiday listed in sub-section 66.1.1, in addition to any compensation to which he may be entitled under sub-section 66.1.2, the employee shall be paid at the rate of two (2) times the basic hourly rate for all hours worked with a minimum credit of the number of hours in his regularly scheduled working day. This section does not **apply** to employees in classifications assigned to Schedule 6.
- 66.3 In addition to any compensation to which he may be entitled under sub-section 66.1.2, an employee in a classification assigned to Schedule 6 shall receive equivalent time off for work on a holiday listed in sub-section 66.1.1.

ARTICLE 67 — ISOLATION PAY

- 67.1 Isolation Pay as provided by Article 20 (Isolation Pay) shall apply; however, it shall be pro-rated based on the proportion of the part-time civil servant's weekly hours of work to the normal hours of work for the class as follows:

$$\frac{\text{weekly hours of work}}{\text{normal hours of work for class (weekly)}} \times \text{allowance per week for appropriate point rating}$$

ARTICLE 68 — HEALTH AND SAFETY

- 68.1 The Employer shall continue to make reasonable provisions for the safety and health of its employees during the hours of their employment. It is agreed that both the Employer and the Union shall co-operate to the fullest extent possible in the prevention of accidents and in the reasonable promotion of safety and health of all employees.

ARTICLE 69 — BENEFITS GENERAL

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- 69.1 (a) The benefits described in Articles 70 to 84 apply only to regular part-time civil servants in the public service bargaining unit represented by the Ontario Public Service Employees Union.
- (b) In Articles 70 to 84, salary means earnings from weekly hours of work, exclusive of premium payments.

ARTICLE 70 -- BASIC LIFE INSURANCE

- 70.1 The Employer shall pay one hundred percent (100%) of the monthly premium of the basic life insurance plan.
- 70.2 The basic life insurance plan shall provide:
- (a) coverage equal to the greater of seventy-five percent (75%) of annual salary or five thousand dollars (\$5,000);
- (b) that where an employee is continuously disabled for a period exceeding six (5) months, the Employer will continue to pay monthly premiums on behalf of the employee until the earliest of recovery, death, or the end of the month in which the employee reaches age

sixty-five (65). Any premiums paid by the employee for this coverage between the date of disability and the date this provision comes into force shall be refunded to the employee.

- (c) a conversion option for terminating employees to be obtained without evidence of insurability and providing coverage up to the amount for which the employee was insured prior to termination (less the amount of coverage provided by the Employer in the case of retirement). The premium of such policy shall be at the current rates of the insuring company. Application must be made within thirty-one (31) days of the date of termination of insurance. The Employer will advise terminating employees of this conversion privilege. The minimum amount that may be converted is two thousand dollars (\$2,000).

The conversion options shall be:

1. Any standard life or endowment plans (without disability or double-indemnity benefits) issued by the insurance carrier.
2. A one (1) year term insurance plan which is convertible to the standard life or endowment plans referred to in 1. above.
3. A term to age sixty-five (65) insurance plan.

70.3

The amount of basic life insurance will be adjusted with changes in the employee's salary from the date of approval of the increase or the effective date, whichever is later. If an employee is absent from regularly scheduled hours of work because of sickness or disability on the date an increase in insurance would have occurred, the increase will not take effect until the employee returns to work (i.e.

for the equivalent of at least one (1) regular full-time day of employment).

- 70.4 Basic life insurance will terminate at the end of the month in which an employee ceases to be a civil servant unless coverage is extended under the total disability provision. Employees who receive a monthly benefit from the Public Service Superannuation Fund are entitled to free coverage of two thousand dollars (\$2,000) not earlier than thirty-one (31) days after the first of the month coinciding with or following date of retirement and this amount will be kept in force for the remainder of the employee's life.

**ARTICLE 71 — SUPPLEMENTARY AND
DEPENDENT LIFE INSURANCE**

- 71.1 (a) Employees, at their option, may purchase Supplementary Life Insurance in the amount of one (1), two (2) or three (3) times annual salary. The employee pays the full premium for this coverage.
- (b) The employee's Supplementary Life Insurance provides:
- (i) a waiver of premium on disablement to become effective after nine (9) months continuous disability or entitlement to Long Term Income Protection benefits, whichever comes first, and to remain in force while the employee is totally disabled until the earliest of recovery, death, or the end of the month in which the employee reaches age sixty-five (65). The premiums paid by the employee for this coverage between the date of disability and the date the premium waiver comes into force shall be refunded to the employee;

- (ii) a conversion option on the employee's termination to be obtained without evidence of insurability and providing coverage up to the amount for which the employee was insured prior to termination. The premium of such policy shall be at the current rates of the insuring company. Application must be made within thirty-one (31) days of the date of termination of insurance. The Employer will advise terminating employees of this conversion privilege. The conversion option shall be as stated in sub-section 70.2(c) of Article 70 (Basic Life Insurance).

71.2 The amount of Supplementary Life Insurance will be adjusted with changes in the employee's salary from the date of the approval of the increase or the effective date, whichever is later. If an employee is absent from regularly scheduled hours of work because of sickness or disability on the date an increase in insurance would have occurred, the increase will not take effect until the employee returns to work (i.e. for the equivalent of at least one (1) regular full-time day of employment). In the event of a reduction in salary, an employee, at his option, may maintain the insurance coverage at the former higher level.

71.3 Supplementary Life Insurance will terminate at the earlier of either the end of the calendar month in which the employee ceases to be a civil servant or, if the employee continues to be employed after age 65, on the first day of October following the employee's 65th birthday, except where coverage is provided under total disability, as described in 71.1(b)(i) above.

71.4 (a) Employees, at their option, may purchase life

insurance for dependents in the amount of one thousand dollars (\$1,000) on the employee's spouse and/or five hundred dollars (\$500) on each dependent child, OR two thousand dollars (\$2,000) on the employee's spouse and: or one thousand dollars (\$1,000) on each dependent child. The employee pays the full premium for this coverage.

- (b) Dependent Life Insurance will terminate at the earlier of either the end of the calendar month in which the employee ceases to be a civil servant or, if the employee continues to be employed after age 65, the first day of October following the employee's 65th birthday, or the date a dependent ceases to be an eligible dependent.
- (c) Conversion option: When an employee terminates, Dependent Life Insurance on a spouse may be converted to an individual policy which may be obtained without evidence of insurability and providing coverage for the same amount for which the spouse was insured as a dependent prior to termination. The premium of such policy shall be at the current rates of the insuring company. Application for the converted policy must be made within thirty-one (31) days of the date of termination of insurance.
- (d) Eligible dependents shall include spouse, unmarried children under 21 years of age, unmarried children between 21 and 25 years of age and in full-time attendance at an educational institution or on vacation therefrom, and children 21 years of age and over, mentally or physically infirm and who are dependent.

71.5 An employee may elect to purchase Supplementary

or Dependent Life Insurance without evidence of insurability within thirty-one (31) days of:

- appointment as a civil servant,
- marriage, or
- birth or adoption of the employee's child.

An employee who applies to purchase or increase this insurance at any other time must provide evidence of insurability satisfactory to the insurer.

ARTICLE 72 – LONG TERM INCOME PROTECTION

72.1 The Employer shall pay eighty-five percent (85%) of the monthly premium of the Long Term Income Protection Plan.

72.2.1 The Long Term Income Protection benefit is sixty-six and two-thirds per cent (66-2/3%) of the employee's salary at the date of disability, including any retroactive salary adjustment to which the employee is entitled.

72.2.2 The Long Term Income Protection benefit to which an employee is entitled under sub-section 72.2.1 shall be reduced by the total of other disability or retirement benefits payable under any other plan toward which the Employer makes a contribution except for Workers' Compensation benefits paid for an unrelated disability, and such benefits are payable until the earliest of recovery, death or the end of the month in which the employee reaches age 65.

72.2.3 The Long Term Income Protection benefits commence after a qualification period of six (6) months from the date the employee becomes totally disabled, unless the employee elects to continue to use accumulated attendance credits on a day-to-day basis after the six (6) month period.

72.2.4 Total disability means the continuous inability as

the result of illness, mental disorder, or injury of the insured employee to perform any and every duty of his normal occupation during the qualification period, and during the first twenty-four (24) months of the benefit period; and thereafter during the balance of the benefit period, the inability of the employee to perform any and every duty of any gainful occupation for which he is reasonably fitted by education, training or experience.

- 72.3 The Employer will continue to make pension contributions as well as the normal portion of premium payments for O.H.I.P., the Dental Plan and for Supplementary Health and Hospital on behalf of the employee while the employee receives or is qualified to receive L.T.I.P. benefits under the plan, unless the employee is supplementing a W.C.B. award. For the purposes of this section, the "normal portion" of premium payments will be as described in Article 73.1 (O.H.I.P.), Article 74.1.1 (Supplementary Health and Hospital Insurance) and Article 84.3.1 (Dental Plan).
- 72.4 A record of employment, if required in order to claim Unemployment Insurance sickness and disability benefits, will be granted to an employee and this document shall not be considered as termination of employment.
- 72.5 Long Term Income Protection coverage will terminate at the end of the calendar month in which an employee ceases to be a civil servant. If the employee is totally disabled on the date his insurance terminates, he shall continue to be insured for that disability.
- 72.6 If, within three (3) months after benefits from the L.T.I.P. plan have ceased, an employee has a recurrence of disability due to the same or a related cause, the L.T.I.P. benefit approved for the original disability will be reinstated immediately.

72.7 . If an employee who is in receipt of L.T.I.P. benefits is resuming employment on a gradual basis (less than the regularly scheduled hours of work of that employee) during recovery, partial benefits shall be continued during rehabilitative employment.

“Rehabilitative employment” means remunerative employment while not yet fully recovered, following directly after the period of total disability for which benefits were received. When considering rehabilitative employment benefits, L.T.I.P. will take into account the employee’s training, education and experience. The rehabilitative benefit will be the monthly L.T.I.P. benefit less fifty percent (50%) of rehabilitative employment earnings. The benefit will continue during the rehabilitative employment period up to but not more than twenty-four (24) months. Rehabilitative employment may be with the Employer or with another employer.

72.8 The L.T.I.P. benefits under rehabilitative employment shall be reduced when an employee’s total earnings exceed one hundred percent (100%) of his earnings as at the date of commencement of total disability.

72.9 Employees while on rehabilitative employment with the Ontario Government will earn vacation credits as set out in Article 76 (Vacations and Vacation Credits).

ARTICLE 73 — ONTARIO HEALTH INSURANCE PLAN

73.1 The Employer shall pay forty percent (40%), fifty percent (50%), sixty percent (60%), seventy percent (70%) or eighty percent (80%) of the monthly O.H.I.P. premium of each employee, whichever is closest to the percentage that the employee’s weekly hours of work bear to full-time employment. The employee shall pay the balance of the monthly premium through payroll deduction.

**ARTICLE 74 — SUPPLEMENTARY HEALTH
AND HOSPITAL INSURANCE**

- 74.1.1 If an employee elects to participate in this plan, the Employer shall pay forty percent (40%), fifty percent (50%), sixty percent (60%), seventy percent (70%), or eighty percent (80%) of the monthly premium for the Supplementary Health and Hospital plan, whichever is closest to the percentage that the employee's weekly hours of work bear to full-time employment. The employee shall pay the balance of the monthly premium through payroll deduction.
- 74.1.2 An employee who does not elect to join the plan on first becoming eligible to participate, or who elects to rejoin the plan after opting out earlier, may make application in December of any year to commence coverage effective January 1st following, provided the employee has satisfied the service requirement specified in Article 75.1 (Insured Benefits Plans — General).
- 74.1.3 An employee who is participating in the plan, and, while still employed wishes to opt out of the plan may make application in December of any year to terminate coverage effective January 1st following.
- 74.1.4 Notwithstanding sub-section 74.1.2, on providing proof that similar coverage provided by a plan in which his or her spouse participates has been terminated, an employee may opt into the plan at any time, for coverage commencing at the beginning of the month coinciding with or immediately following the presentation of such evidence to the Employer.
- 74.2 Effective January 1, 1990, the Supplementary Health and Hospital Plan shall provide for the

reimbursement of ninety percent (**90%**) of the cost of prescribed drugs and medicines, one hundred percent (100%) of the cost of semi-private or private hospital accommodation to a maximum of fifty dollars (**\$50**) per day over and above the cost of standard ward care, and one hundred percent (100%) of the cost for the following services:

- (a) Charges for accommodation, for employees aged sixty-five (65) and over, in a licenced chronic or convalescent hospital up to twenty-five dollars (\$25) per day and limited to one hundred and twenty (120) days per calendar year for semi-private or private accommodation;
- (b) Charges made by a licenced hospital for out-patient treatment not paid for under a provincial plan;
- (c) Charges for private-duty nursing in the employee's home, by a registered nurse or registered nursing assistant who is not normally resident in the employee's home, and who is not related to either the employee or his dependents, provided such registered nursing service is approved by a licenced physician or surgeon as being necessary to the employee's health care;
- (d) Charges for the services of a chiropractor, osteopath, naturopath, podiatrist, physiotherapist, speech therapist, and masseur (if licenced and practising within the scope of their licence), to a maximum of twelve dollars (\$12) per visit for each visit not subsidized by O.H.I.P.;
- (e) Charges for the services of a psychologist up to

sixteen dollars (\$16) per half-hour for individual psychotherapy and/or testing and twelve dollars (\$12) per visit for all other visits;

- (f) Artificial limbs and eyes, crutches, splints, casts, trusses and braces; seventy-five percent (75%) of the cost of specially modified shoes (factory custom) ready made, off-the-shelf with a limit of three (3) pairs per calendar year, if medically necessary and prescribed by a licenced physician; and seventy-five percent (75%) of the cost of corrective shoe inserts, if medically prescribed, up to a limit of three (3) pairs per calendar year;
- (g) Rentals of wheel chairs, hospital beds or iron lungs required for temporary therapeutic use. A wheel chair may be purchased if recommended by the attending physician and if rental cost would exceed the purchase cost. Fifty percent (50%) of the cost of repair (including batteries) and modifications to purchased wheel chairs provided that reimbursement for any one repair, battery or modification shall in no event exceed five hundred dollars (\$500);
- (h) Ambulance services to and from a local hospital qualified to provide treatment. excluding benefits allowed under a provincial hospital plan;
- (i) Oxygen and its administration;
- (j) Blood transfusions outside hospital;
- (k) Dental services and supplies, provided by a dental surgeon within a period of twenty-four (24) months following an accident, for the

treatment of accidental injury to natural teeth, including replacement of such teeth or for the setting of a jaw fractured or dislocated in an accident, excluding any benefits payable under any provincial medicare plan;

- (l) Hearing aids and eyeglasses, if required as a result of accidental injury;
- (m) Charges for services of physicians, surgeons and specialists legally licenced to practise medicine which, when provided outside the Province of Ontario, exceed the O.H.I.P. fee schedule, the allowance under this benefit being up to one hundred percent (100%) of the O.M.A. fee schedule when added to government payments under the O.H.I.P. fee schedule.
- (n) Charges for surgery by a podiatrist, performed in a podiatrist's office, to a maximum of one hundred dollars (\$100).

74.3 Effective January 1, 1990, the Employer agrees to pay sixty percent (60%) of the same percentage of the monthly premiums for vision care and hearing aid coverage, under the Supplementary Health and Hospital Plan that is appropriate under 74.1.1 above. The employee shall pay the balance of the monthly premium through payroll deduction. This coverage includes a ten dollar (\$10) (single) and twenty dollar (\$20) (family) deductible in any calendar year and provides for vision care (maximum one hundred dollars [\$100] per person in any twenty-four [24] month period) and the purchase of hearing aids (maximum two hundred dollars [\$200] per person once only) equivalent to the vision and hearing aid component of the Blue Cross Extended Health Care Plan.

74.4 It is not necessary for an employee or dependents to

be confined to hospital to be eligible for benefits under this plan. If an employee is totally disabled or his dependent is confined to hospital on the date his Supplementary Health and Hospital Insurance terminates, benefits shall be payable until the earliest of the date the total disability ceases, the date his dependent is discharged from hospital, or the expiration of six (6) months from the date of termination of insurance.

74.5 Where an employee is totally disabled, coverage for Supplementary Health and Hospital Insurance will cease at the end of the month in which the employee receives his last pay from the Employer, except as provided in section 72.3 of Article 72 (Long Term Income Protection). If an employee wishes to have Supplementary Health and Hospital Insurance continue, arrangements may be made through the employee's personnel branch. The employee shall pay the full premium.

74.6 The Employer shall make available to employees an information booklet with periodic updates, when necessary, within a reasonable period of time following the signing of a new collective agreement or following major alternations to the Plan.

ARTICLE 75 — INSURED BENEFITS PLANS — GENERAL

COMMENCEMENT OF COVERAGE

75.1 Employees will be insured for Basic Life, Supplementary and Dependent Life (when elected), Long Term Income Protection, and Supplementary Health and Hospital benefits effective the first of the month coinciding with or immediately following two (2) months service. Monthly premium subsidies for O.H.I.P. are paid by the Employer commencing with the month the employee is appointed to staff for coverage which starts three (3) months later.

COVERAGE DURING LEAVE-OF-ABSENCE
WITHOUT PAY

- 75.2 During leaves-of-absence without pay, employees may continue participating in Basic Life, Supplementary Life, Dependent Life, Supplementary Health and Hospital, Long Term Income Protection, O.H.I.P. and the Dental Plan by arranging to pay full premiums at least one (1) week in advance of the first of each month of coverage through their ministry personnel or payroll branch.

DAYS OF GRACE

- 75.3 There is a thirty-one (31) day grace period following termination during which the insurance remains in force for Basic, Supplementary and Dependent Life Insurance.

ARTICLE 76 – VACATIONS AND
VACATION CREDITS

- 58/B
76.1.1 Effective January 1, 1988, an employee shall earn a pro-rated portion of the vacation credits shown below based on the ratio that his weekly hours of work bear to full-time employment:
- (a) One and one-quarter ($1\frac{1}{4}$) days per month during the first eight (8) years of continuous service;
 - (b) One and two-thirds ($1\frac{2}{3}$) days per month after eight (8) years of continuous service;
 - (c) Two and one-twelfth ($2\frac{1}{12}$) days per month after sixteen (16) years of continuous service;
 - (d) Two and one-half (2%) days per month after twenty-nine (29) years of continuous service.
- 76.1.2 Effective January 1, 1990, an employee shall earn a

pro-rated portion of the vacation credits shown below based on the ratio that his weekly hours of work bear to full-time employment:

- (a) One and one-quarter ($1\frac{1}{4}$) days per month during the first eight (8) years of continuous service;
- (b) One and two-thirds ($1\frac{2}{3}$) days per month after eight (8) years of continuous service;
- (c) Two and one-twelfth ($2\frac{1}{12}$) days per month after fifteen (15) years of continuous service;
- (d) Two and one-half (2%) days per month after twenty-seven (27) years of continuous service.

76.2 An employee is entitled to vacation credits under section 76.1 in respect of a month or part thereof in which he is at work or on leave with pay.

76.3.1 An employee is not entitled to vacation credits under section 76.1 in respect of a whole month in which he is absent from duty for any reason other than vacation leave-of-absence or leave-of-absence with pay.

76.3.2 Where an employee is absent by reason of an injury or industrial disease for which an award is made under the Workers' Compensation Act, he shall accrue vacation credits only for the period during which he is in receipt of salary in accordance with Article 82.2.

76.4 **An** employee shall be credited with his vacation for a calendar year at the commencement of each calendar year.

76.5 An employee may accumulate vacation to a maximum of twice his annual accrual but shall be

- required to reduce his accumulation to a maximum of one **(1)** year's accrual by December 31 of each year.
- 76.6 On commencing employment an employee shall be credited with pro rata vacation for the balance of the calendar year, but shall not be permitted to take vacation until he has completed six (6) months of service.
- 76.7 **An** employee with over six (6) months of service may, with the approval of the Deputy Minister, take vacation to the extent of his vacation entitlement and his vacation credits shall be reduced by any such vacation taken. For this purpose, an employee may include any continuous employment as a regular part-time employee, or as a full-time employee, in the Public Service of Ontario immediately prior to his appointment to the civil service.
- 76.8 Where an employee has completed twenty-five (25) years of service, there shall be added to his accumulated vacation, on that occasion only, that portion of five (5) days vacation represented by the ratio his weekly hours of work bear to full-time employment.
- 76.9 **An** employee who completes twenty-five (25) years of service on or before the last day of the month in which he becomes sixty-four (64) years of age, is entitled to that portion of five **(5)** days pre-retirement leave with pay, represented by the ratio his weekly hours of work bear to full-time employment, at the beginning of the month following his sixty-fourth **(64th)** birthday.
- 76.10 Where an employee leaves the civil service prior to the completion of six (6) months service as computed in accordance with section 76.7, he is entitled to vacation pay at the rate of four percent

(4%) of total earnings paid during the period of his employment.

76.11 An employee who has completed six (6) or more months of service shall be paid for any earned and unused vacation standing to his credit at the date he ceases to be an employee, or, at the date he qualifies for payments under the Long Term Income Protection plan as defined under Article 72 and any salary paid for unearned vacation used up to that time shall be recovered by the Employer from any monies owing to that employee.

76.12 An employee's service shall not include any period:

- (a) when he is on leave-of-absence without pay for more than thirty (30) days or a period which constitutes a hiatus in service, i.e.:
 - (1) Political Activity (P.S.A., S. 12.5)
 - (2) Release from Employment (P.S.A., S. 22(4))
 - (3) Educational leave (P.S.A. Reg. 881, S. 29)
- (b) when he is receiving benefits under the Long Term Income Protection plan,
- (c) after the first six (6) months that he is receiving benefits pursuant to an award under the Workers' Compensation Act, but this clause shall not apply during a period when the accumulated credits of the employee are being converted and paid to the employee at a rate equal to the difference between the regular salary of the employee and the compensation awarded.

76.13 An employee who has completed his probationary

period shall, upon giving at least two (2) months' written notice, receive before commencing vacation, an advance against the pay cheques that fall due during the vacation period, based upon the following conditions:

- (a) such an advance shall be provided only where the employee takes at least two (2) consecutive weeks' vacation;
- (b) such an advance shall be in an amount equal to the employee's lowest net regular pay cheque in the two (2) month period immediately preceding commencement of his vacation leave, and rounded to the closest ten dollars (\$10) below such net amount;
- (c) where more than two (2) pay cheques are due and payable during the vacation period, in no case will the advance exceed twice the amount set out in (b) above.

Any additional amount due the employee as a result of the application of 76.13(b) and 76.13(c) above will be paid to the employee in the normal manner.

ARTICLE 77 – BEREAVEMENT LEAVE

77.1

An employee who would otherwise have been at work shall be allowed up to three (3) consecutive calendar days leave-of-absence with pay in the event of the death of **his** spouse, mother, father, mother-in-law, father-in-law, son, daughter, step-son, step-daughter, brother, sister, son-in-law, daughter-in-law,, sister-in-law, brother-in-law, grandparent, grandchild, ward or guardian.

77.2

An employee who would otherwise have been at work shall be allowed one (1) day leave-of-absence with pay in the event of the death and to attend the funeral of his aunt, uncle, niece or nephew.

77.3 In addition to the foregoing, an employee who would otherwise have been at work may be allowed up to two (2) days leave-of-absence without pay to attend the funeral of a relative listed in sections 77.1 and 77.2 above if the location of the funeral is greater than eight hundred kilometres (800 km) from the employee's residence.

ARTICLE 78 — MATERNITY LEAVE

78.1 A Deputy Minister shall grant leave-of-absence without pay and without accumulation of credits for the purpose of childbirth to a female employee who has served more than one (1) year including service as a Crown employee immediately prior to her appointment to the civil service.

78.2 The leave-of-absence shall be in accordance with the provisions of the Employment Standards Act.

78.3.1 An employee entitled to maternity leave under this Article, who provides the Employer with proof that she has applied for and is eligible to receive Unemployment Insurance maternity benefits pursuant to Section 30, Unemployment Insurance Act, 1971, shall be paid an allowance in accordance with the Supplementary Unemployment Benefit Plan.

78.3.2 In respect of the period of maternity leave, payments made according to the Supplementary Unemployment Benefit Plan will consist of the following:

(a) for the first two (2) weeks, payments equivalent to ninety-three percent (93%) of the actual weekly rate of pay which she was receiving on the last day worked prior to the commencement of the maternity leave, and

(b) for up to a maximum of fifteen (15) additional

weeks, payments equivalent to the difference between the sum of the weekly UI benefits the employee is eligible to receive and any other earnings received by the employee, and ninety-three percent (93%) of the actual weekly rate of pay which she was receiving on the last day worked prior to the commencement of the maternity leave.

- 78.4 Notwithstanding Section 75.2 (Coverage During Leave-of-Absence Without Pay), an employee receiving Supplementary Unemployment Benefits during her maternity leave-of-absence shall have her insured benefits coverage continued during the period she receives the Supplementary Unemployment Benefits.
- 78.5 If requested, in writing, at least four (4) weeks prior to the date of expiry of her maternity leave, an employee shall be entitled to a leave-of-absence without pay of up to six (6) months
- 78.6 A female employee returning from a leave-of-absence under sections 78.1 or 78.5 to the ministry in which she was employed immediately prior to such leave, shall be assigned to her former classification and be paid as a regular part-time employee at the step in the salary range that she had attained when the leave-of-absence was granted
- 78.7 Notwithstanding 78.3.2(a) and (b), effective October 30, 1986, the Supplementary Unemployment Benefit shall be based on the weekly rate of pay the employee was receiving on the last day worked prior to the commencement of the leave, including any retroactive salary adjustment to which she may become entitled.

ARTICLE 79 -- ADOPTION LEAVE

- 79.1 A Deputy Minister shall grant a leave-of-absence

without pay and without accumulation of credits for the purpose of the legal adoption of a child by an employee who has served more than one (1) year, including service as a Crown employee immediately prior to his or her appointment to the civil service. It is understood that if both spouses are employees only one such leave will be granted.

79.2 The leave-of-absence shall commence upon the placement of the child in the employee's residence.

79.3 An employee will be deemed to have given birth to the child on the date of placement of the adopted child in the employee's residence. and the provisions of section 78.2 shall apply. as appropriate.

79.4.1 Effective January 1, 1990, an employee who is entitled to adoption leave under this Article and who provides the Employer with proof that he or she has applied for and is eligible to receive unemployment insurance benefits pursuant to Section 30, Unemployment Insurance Act 1971, shall be paid an allowance in accordance with the Supplementary Unemployment Benefit Plan.

79.4.2 In respect of the period of adoption leave, payments made according to the Supplementary Unemployment Benefit Plan will consist of the following:

(a) for the first two (2) weeks, payments equivalent to ninety-three percent (93%) of the actual weekly rate of pay for his or her classification, which he or she was receiving on the last day worked prior to the commencement of the adoption leave.

and

(b) up to a maximum of fifteen (15) additional weeks, payments equivalent to the difference

between the sum of the weekly UI benefits the employee is eligible to receive and any other earnings received by the employee, and ninety-three percent (93%) of the actual weekly rate of pay for his or her classification, which he or she was receiving on the last day worked prior to the commencement of the adoption leave.

- 79.5 Notwithstanding Section 75.2 (Coverage During Leave-of-Absence Without Pay), an employee receiving the adoption leave allowance under the supplementary Unemployment Benefit Plan shall have his or her benefit coverage continued during the period he or she receives the adoption leave allowance.
- 79.6.1 Where the child is under six (6) years of age, and if requested in writing at least eight (8) weeks prior to the date of expiry of the adoption leave, an employee shall be entitled to a leave-of-absence without pay of up to six (6) months.
- 79.6.2 Where the child is six (6) years of age or older the duration of the adoption leave will be based on the recommendation of the adoption agency but in no event will such leave exceed the duration of the leaves provided for in sections 79.3 and 79.6.1.
- 79.7 An employee returning from a leave-of-absence under section 79.1 or 79.6 to the ministry in which he or she was employed immediately prior to such leave, shall be assigned to his or her former classification and be paid at the step in the salary range that he or she had attained when the leave-of-absence was granted.
- 79.8 Notwithstanding sub-section 79.4.2, effective January 1, 1990, the Supplementary Unemployment Benefit shall be based on the salary the employee

was receiving on the last day worked prior to the commencement of the adoption leave, including any retroactive salary adjustment to which he or she may have been entitled.

ARTICLE 80 – SHORT TERM SICKNESS PLAN

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- 80.1 An employee who is unable to attend to his duties due to sickness or injury is entitled in each calendar year to leave-of-absence with pay as follows:
- (i) at regular salary for the portion of six (6) days that the ratio of the employee's weekly hours of work bear to full-time employment,
 - (ii) at seventy-five percent (75%) of regular salary for an additional period of that portion of one hundred and twenty-four (124) days that the ratio of the employee's weekly hours of work bear to full-time employment.
- 80.2 An employee is not entitled to leave-of-absence with pay under Article 80.1 until he has completed all of his regularly scheduled hours of work within a period of four (4) consecutive weeks.
- 80.3 An employee on a sick leave-of-absence which commences on a regularly scheduled working day in one calendar year and continues to include a regularly scheduled working day in the following calendar year, is not entitled to leave-of-absence with pay under Article 80.1 for more than the number of days provided in Article 80.1 in the two (2) years until he has returned to work and again completed the service requirement described in Article 80.2.
- 80.4 An employee who has used the total number of days available under Article 80.1 in a calendar year must complete the service requirement described in

Article 80.2 before he is entitled to further leave under Article 80 1 in the next calendar year

80.5 The pay of an employee under this Article is subject to deductions for insurance coverage and pension contributions that would be made from his regular weekly rate of pay The Employer-paid portion of all payments and subsidies will continue to be made.

USE OF ACCUMULATED CREDITS

80.6 An employee on leave-of-absence under Article 80 1(ii) may, at his option, have sufficient credits deducted from his accumulated credits (attendance, vacation or overtime) to receive his regular weekly rate of pay

80.7 An employee who is absent from his duties due to sickness or injury beyond the total number of days provided for in Article 80.1 shall have his accumulated attendance credits reduced by the number of days equal to such absence and he shall receive his regular weekly rate of pay for that period

80 8 Article 80.7 does not apply to an employee when he qualifies for and elects to receive benefits under the Long Term Income Protection Plan.

80.9 Where, for reasons of health, an employee is frequently absent or unable to perform his duties, the Employer may require him to submit to a medical examination at the expense of the Employer.

80.10 Where an employee's absence caused by sickness exceeds a calendar week, no leave with pay shall be allowed unless a certificate of a legally qualified medical practitioner is forwarded to the Deputy

Minister of the ministry, certifying that the employee is unable to attend to his official duties. Notwithstanding this provision, the Deputy Minister or his designee may require an employee to submit a medical certificate for a period of absence of less than a calendar week.

- 80.11 Employees returning from L.T.I.P. to resume employment must complete the service requirement described in Article 80.2 to qualify for benefits under the Short Term Sickness Plan.
- 80.12 For the purposes of this Article the service requirement described in Article 80.2 shall not include vacation leave-of-absence or any leaves without pay, but days worked before and after such leave shall be considered consecutive. Notwithstanding the above, where an employee is unable to attend to his duties due to sickness or injury, the days worked before and after such absence shall not be considered consecutive.

ARTICLE 81 — TERMINATION PAYMENTS

88
H

- 81.1 An employee who has completed a minimum of
 - (a) one (1) year of service and who ceases to be an employee because of,
 - (i) death.
 - (ii) retirement pursuant to,
 - 1. section 17 of the Public Service Act.
 - or
 - 2. section 12 or 18 of the Public Service Superannuation Act. or
 - (iii) release from employment under subsection 4 of section 22 of the Public Service Act: or,

- (b) five (5) years of service and who ceases to be an employee **for** any reason other than
 - (i) dismissal for cause under section 22 of the Public Service Act, or
 - (ii) abandonment of position under section 20 of the Public Service Act,

is entitled to severance pay equal to that portion of a week's pay represented by the ratio of his weekly hours of work to full-time employment, for each year of continuous service.

81.2 An employee on probationary staff is not entitled to severance pay.

81.3 (1) The total of the amount paid to an employee in respect of severance pay shall not exceed one-half ($\frac{1}{2}$) of the annual full-time salary of the employee at the date when he ceases to be an employee.

(2) The calculation of severance pay of an employee shall be based on the annual salary of the employee as though he was employed full-time at the date when he ceases to be an employee.

(3) Where a computation for severance pay involves a part of a year of the total period **under consideration**, the computation of that **part shall be made** on a monthly basis, and,

- (a) any part of a month that is less than fifteen (15) days shall be disregarded; and
- (b) any part of a month that is fifteen (15) or more days shall be deemed **to** be a month.

- 81.4 For purposes of determining qualification for severance pay and the amount of severance pay to which an employee is entitled, an employee's service shall not include any period:
- (a) when he is on leave-of-absence without pay for greater than thirty (30) days or for a period which constitutes a hiatus in his service, i.e.:
 - (1) Political Activity (P.S.A., S. 12.5)
 - (2) Release from Employment (P.S.A., S. 22(4))
 - (3) Educational Leave (R.R.O. 1980. Reg. 881, S. 29);
 - (b) when he is receiving benefits under the Long Term Income Protection Plan:
 - (c) after the first ~~six~~ (6) months that he is receiving benefits pursuant to an award under the Workers' Compensation Act, but this clause shall not apply during a period when the accumulated credits of the employee are being converted and paid to the employee at a rate equal to the difference between the weekly rate of pay of the employee and the compensation awarded.
- 81.5 An employee may receive only one (1) termination payment for a given period of service.
- 81.6 Notwithstanding section 81.5, an employee who has been released in accordance with Section 22(4) of the Public Service Act and who is subsequently reappointed within two (2) years may, at his option, repay any termination payments received under this Article to the Treasurer of Ontario, and, thereby, restore termination pay entitlements for the period of service represented by the payment.
- 81.7 An employee. when he ceases to be an employee,

shall have any accrued severance pay entitlements from his service when covered under Part B — Employee Benefits of this Agreement calculated on the basis of his salary as though he was employed full-time.

ARTICLE 82 — WORKERS' COMPENSATION

82.1 Where an employee is absent by reason of an injury or an industrial disease for which a claim is made under the Workers' Compensation Act, his weekly rate of pay shall continue **to** be paid for a period not exceeding thirty **(30)** regularly scheduled working days.

If an award is not made, any payments made under the foregoing provisions in excess of that to which he is entitled under sections 80.1 and 80.6 of Article 80 (Short Term Sickness Plan) shall be an amount owing by the employee to the Employer.

82.2 Where an employee is absent by reason of an injury or an industrial disease for which an award is made under the Workers' Compensation Act, his weekly rate of pay shall continue to be paid for a period not exceeding three **(3)** consecutive months or a total **of** sixty-five **(65)** regularly scheduled working days, where such absences are intermittent. following the date **of** the first absence because of the injury or industrial disease, and any absence in respect **of** the injury or industrial disease shall not be charged against his credits.

82.3 Where an award is made under the Workers' Compensation **Act** to an employee that is less than the weekly rate of pay of the employee and the award applies for longer than the period set **out** in section 82.2 and the employee has accumulated credits, his weekly rate of pay may be paid and the difference between the weekly rate of pay paid after

the period set out in section 82.2 and the compensation awarded shall be converted to its equivalent time and deducted from his accumulated credits.

82.4 Where an employee receives an award under the Workers' Compensation Act. and the award applies for longer than the period set out in section 82.2 (i.e. three (3) months), and the employee has exhausted all attendance credits, the Employer will continue subsidies for Basic Life, L.T.I.P., O.H.I.P., Supplementary Health and Hospital and the Dental Plan for the period during which the employee is receiving the award.

82.5 Where an employee is absent by reason of an injury or an industrial disease for which an award is made under the Workers' Compensation Act. the employee shall not be entitled to a leave-of-absence with pay under Article 80 (Short Term Sickness Plan) as an option following the expiry of the application of section 82.2.

ARTICLE 83 — SPECIAL AND COMPASSIONATE LEAVE

83.1 A Deputy Minister or his designee may grant an employee leave-of-absence with pay for not more than three (3) days in a year upon special or compassionate grounds.

83.2 The granting of leave under this Article shall not be dependent upon or charged against accumulated credits.

ARTICLE 84 — DENTAL PLAN

BENEFITS

84.1 (a) This plan provides for basic dental care

equivalent to the Blue Cross Dental Care Plan 7 and includes such items as examinations, consultations, specific diagnostic procedures, X-rays, preventive services such as scaling, polishing and fluoride treatments, fillings, extractions and anaesthesia services. This plan also includes benefits equivalent to Rider 1 of the Ontario Blue Cross as additions to the basic dental plan and includes such items as periodontal services, endodontic services and surgical services, as well as prosthodontic services necessary for relining, rebasing or repairing of an existing appliance (fixed bridgework, removable partial or complete dentures).

- (b) Effective January 1, 1990, payments under the plan will be in accordance with the current Ontario Dental Association Schedule of Fees for the insured employee and eligible dependents on the basis of eighty percent/twenty percent (80%/20%) co-insurance.
- (c) Effective January 1, 1987, this plan includes dentures, with benefits equivalent to Rider 2 of the Ontario Blue Cross Plan on the basis of fifty percent/fifty percent (50%/50%) co-insurance, in accordance with the current Ontario Dental Association Schedule of Fees, up to a lifetime maximum benefit of two thousand dollars (\$2,000) for the insured employee and each eligible dependent
- (d) Except for benefits described under Section 84.2, eligible dependents shall include spouse, unmarried children under twenty-one (21) years of age, unmarried children between twenty-one (21) and twenty-five (25) years of age in full-time attendance at an educational institution or on vacation therefrom, and

children twenty-one (21) years of age and over. mentally or physically infirm and who are dependent.

84.2 Effective January 1, 1988, this plan includes services relating to orthodontics. to apply only to dependent unmarried children of the employee between the ages of six (6) and eighteen (18). with benefits equivalent to Rider 3 of the Ontario Blue Cross Plan on the basis of fifty percent / fifty percent (50%/ 50%) co-insurance, in accordance with the current Ontario Dental Association Schedule of Fees, up to a lifetime maximum benefit of two thousand dollars (\$2,000) for each such dependent unmarried child.

84.3 Effective January 1, 1990, this plan includes services relating to major restorative, with benefits equivalent to Rider 4 of the Blue Cross Plan on the basis of forty percent; sixty percent (40%/ 60%) co-insurance. The employee shall pay the cost of the dental care directly and the carrier shall reimburse the employee forty percent (40%) based on the following Ontario Dental Association Schedule of Fees. up to a maximum benefit of one thousand dollars (\$1,000) per year for the insured employee and each eligible dependent:

- i) during the calendar year 1990, the 1989 schedule of fees shall be applicable; and
- ii) during the calendar year 1991, the 1990 schedule of fees shall be applicable.

PREMIUMS

84.4 If an employee elects to participate in the Dental Plan. the Employer shall pay forty percent (40%), fifty percent (50%), sixty percent (60%), seventy percent (70%) or eighty percent (80%) of the monthly premium for the Dental Plan, whichever is

closest to the percentage that the employee's weekly hours of work bear to full-time employment. The employee shall pay the balance of the monthly premium through payroll deduction

ELIGIBILITY

- 84.5 Employees are eligible for coverage on the first day of the month coinciding with or following two (2) months of service

PARTICIPATION

- 84.6.1 An employee who does not elect to join the plan on first becoming eligible to participate, or who elects to rejoin the plan after opting out earlier, may make application in December of any year to commence coverage effective January 1st following, provided the employee has satisfied the service requirement specified in Article 75.1 (Insured Benefits Plans — General).

- 84.6.2 An employee who is participating in the plan, and, while still employed wishes to opt out of the plan, may make application in December of any year to terminate coverage effective January 1st following.

- 84.6.3 Notwithstanding sub-section 84.6.1, on providing proof that similar coverage provided by a plan in which his or her spouse participates has been terminated, an employee may opt into the plan at any time, for coverage commencing at the beginning of the month coinciding with or immediately following the presentation of such evidence to the Employer.

CANCELLATION

- 84.7 All coverage under this plan will cease on the date of termination of employment

Part D — TERM OF AGREEMENT



ARTICLE 85 — TERM OF AGREEMENT

85.1 This Agreement covers the period from January 1, 1989 until December 31, 1991. The effective date of any changes to the terms of this Agreement from the previous Agreement, unless otherwise indicated, shall be June 15, 1990. This Agreement shall continue automatically thereafter for annual periods of one (1) year each unless either party notifies the other in writing that it wishes to amend this Agreement, in accordance with Section 22 of The Crown Employees Collective Bargaining Act, Revised Statutes of Ontario, 1980, Chapter 108.

Signed at Toronto this 5th day of September, 1990.

FOR THE ONTARIO
PUBLIC SERVICE
EMPLOYEES UNION

FOR MANAGEMENT
BOARD OF CABINET

J. HOLOWKA

J.R. THOMAS

C. WOODROW

R.A. SCOULLER

B. COOMBS

M. SMEATON

R. ENGELMANN

J. LABERGE

R. CONTANT

E. MOOLGAOKAR

G. MACGILLIVRAY

D. MILIC

R. FIELD

A. DAVID

R. WACKERLIN

B. W. GIBBS

C. SCHENK

A. TODD

J. CLANCY

ADDENDUM TO THE WORKING CONDITIONS AND EMPLOYEE BENEFITS COLLECTIVE AGREEMENT

The parties hereto have agreed to the terms of this Addendum covering employees in classifications of Residence Counsellor 1, 2 and 3 in the Institutional Care Category and Nurses Special Schools in the Scientific and Professional Services Category.

This Addendum shall be attached to and form part of the Working Conditions and Employee Benefits Agreement.

The terms of the settlement are as follows:

- (a) The hours of work shall be established by the Ontario Schools for the Deaf and the Blind, and they may vary depending on the situations which exist at **the** different schools. The normal hours of work per week shall be forty **(40)** hours plus an additional number of hours of **work** for the purpose of coverage requirement without penalty, recognizing that twelve (12) hours between shifts and two (2) consecutive days off may not be possible to schedule. Normal scheduling of hours shall be September 1 to June 30.
- (b) Sleep-in is not work and shall only be compensated as specified herein. Scheduled sleep-in hours shall be credited at the rate of fifty percent (50%) to a maximum of four **(4)** hours credit for those hours on sleep-in duty per night toward the required annual accumulation. Sleep-in hours prior to or following a period of work shall not form a part of the work shift for any purpose under this Agreement.
- (c) Authorized overtime **work** which is required as a result of an emergency situation shall be immediately submitted for payment at time and one-half (1-1/2) the regular hourly rates. This emergency non-scheduled overtime work shall not be included when totalling the number of credit hours required for the year as per Schedule A. Payment will normally be expected within thirty **(30)** days of submission.

APPENDIX 1

STAFF RELATIONS DIVISION
2nd Floor, Frost Building South

February 13, 1978

965-2002

Mr. J. Poitras
Negotiator
Ontario Public Service Employees Union
1901 Yonge Street, 7th Floor
TORONTO, Ontario M4S 1Y8

Dear Mr. Poitras:

This letter will confirm the understanding reached during the 1978 Working Conditions Negotiations with reference to Article 2 of the Agreement.

1. By June 30, 1978, the Employer shall provide the Union with a monthly reconciliation tape on Union dues. The tape shall contain the following information: Employee Name, S.I.N., Sex, Ministry, Category and Group, Classification Code, Classification Title, Geographic Location Code, Schedule (Hours), D.C.S., Dues Indicator, Dues Deducted, "Dropped" Indicator, "Added" Indicator, Reasons ("Dropped" and "Added").
2. The Union shall pay for the development of such a monthly tape based on actual costs not to exceed \$21,000. The Union shall also pay, on a monthly basis, for the production costs of the monthly tape, estimated to be \$1,500 per month for the term of this Agreement. The Employer shall itemize and bill the Union for such costs. The Union shall provide the tape and reels required above, to the appropriate standards of the Employer.

Yours very truly,

M. Veskimets
SENIOR STAFF RELATIONS OFFICER
CONFIRMED:
C. Darrow
J. Poitras

APPENDIX 2

This confirms the understanding reached by the parties during the 1984 Working Conditions and Employee Benefits Negotiations with respect to Article 3, sub-sections 3.14.1 and 3.34.1 of the Agreement.

1. Six months following receipt of official notice of ratification, the Employer will provide the Union with a bi-weekly computer tape on Union dues deducted from those employees covered by Article 3 whose pay is processed through the IPPEB computer system. The tape shall include the information specified in sub-sections 3.14.1 and 3.34.1.
2. The Union shall pay for the development of such a bi-weekly tape based on actual costs not to exceed \$10,000. The Union shall also pay, on a monthly basis, for the production costs of the bi-weekly tapes, estimated to be \$200 bi-weekly for the term of this Agreement. The Employer shall itemize and bill the Union for such costs. The Union shall provide the tape and reels required for the above, to the appropriate standards of the Employer.

July 30, 1985

APPENDIX 3

SCHEDULE A

AVERAGING OF HOURS OF WORK

The number of hours of work per week prescribed shall be computed as a weekly average over one (1) year, where the duties of a civil servant require:

- that he work more than the number of hours per week prescribed at regularly recurring times of the year, or
- that the number of hours per week be normally irregular.

Averaging Period:

The averaging period for each class and/or position:

- will conform to the twelve **(12)** month calendar period which reflects the work cycle of that class and/or position, and
- will be reported to the bargaining agent.

Prorating:

Periods of employment of less than twelve (12) months in an averaging period (e.g., due to appointment, transfer, separation, etc.) will be prorated.

Hours Per Averaging Period:

The hours of work required shall correspond to a thirty-six and one-quarter (36¼) hour week or a forty (40) hour week averaged over the twelve (12) month calendar period.

Changes to Hours Per Averaging Period:

If at any time, a ministry requires a different hours base for a class or for a position within a class (e.g., equivalent of forty (40) hours per week instead of thirty-six and one-quarter (36¼) hours per week), the ministry must:

- alter the affected employees' salaries proportionately, and
- notify the Employee Relations Branch, Human Resources Secretariat, and the Union of any such changes.

Record of Hours Worked:

A record will be maintained for each employee affected showing a running total of hours worked:

- on his regular working days, and
- during the averaging period.

Excessive Buildup of Hours Worked:

When an employee's buildup of hours worked is becoming excessive, he:

- may be required to take time off on an hour-for-hour basis, in order to bring his hours accumulation into line with the hours requirement for the averaging period, and
- will be given reasonable notice, where circumstances permit, of any such time off.

Calculation of Hourly Rate:

In all cases, the basic hourly rate of pay for employees on averaging is to be determined by dividing the weekly rate of the class by thirty-six and one-quarter (36%) or forty (40) as applicable, unless the basic hourly rate of pay already exists.

Hours Worked Over Annual Requirement:

At the end of the averaging period, any excess hours standing to the employee's credit over and above the annual hours requirement will be considered as overtime.

Normally, the employee shall be paid for his overtime credits. Such payment shall be based on the basic hourly rate he was receiving on the last day of the averaging period. Compensating time off may be substituted for payment of overtime credits as follows:

- (a) Where there is insufficient work for an employee to the extent that his presence is not required for a period of time, in which case:
 - a ministry has the authority to direct that the employee take time off rather than receive pay for the overtime credits, andsuch time off must be taken commencing during the first month of the next averaging period.

OR

- (b) In circumstances other than the above and where the employee and his supervisor mutually agree to compensating leave, in which case the time off will commence:

within the first month of the next averaging period,
or

at an otherwise mutually satisfactory time

Hours Worked on Holidays or Other Than Regular Workdays:

- (a) All hours worked on a holiday included under Article 48 (Holidays) shall be paid at the rate of two (2) times the basic hourly rate that the employee was receiving when the holiday was worked.
- (b) All hours worked on a day that is not a regular working day for the employee will be treated as overtime and based on the rate he was receiving when the overtime was worked

APPENDIX 4

CIVIL SERVICE COMMISSION

March 21, 1975

Mr. C. J. Darrow,
President,
The Civil Service Association of Ontario (Inc.)
1901 Yonge Street
TORONTO, Ontario

Re: Use of Privately Owned Automobiles

Dear Mr. Darrow,

This letter will confirm the decision of Management Board of Cabinet that the use of privately owned automobiles on the Employer's business is not a condition of employment.

On Behalf of
MANAGEMENT BOARD OF CABINET

W. J. Gorchinsky
Senior Staff Relations Officer

JOINT INSURANCE BENEFITS REVIEW COMMITTEE

I. Name of Committee

The Committee shall be referred to as the Joint Insurance Benefits Review Committee

2. Purpose of Committee

The purpose of this Committee is to facilitate communications between the Employer and the OPSEU on the subject of Group Insurance, including Basic Life Insurance, Supplementary Life Insurance, Extended Health Insurance, Long Term Income Protection Insurance, and such other negotiated benefits as may, from time to time, be included in the Group Insurance Plan.

It is understood that the Group Insurance benefits to be provided to employees and the cost sharing arrangements between the Employer and its employees shall be as set out in any applicable collective agreement or arbitration award, and the matters for consideration by this Committee shall be only as set out in these terms of reference.

3. Composition of Committee

The Committee shall be composed of an equal number of representatives from the Employer and from the OPSEU, with not more than eight (8) representatives in total. At meetings of the Committee, each party may be accompanied by an Actuary to provide technical advice and counsel.

4. Duties of Committee

The duties of the Committee shall consist of the following:

- (i) Development of the specifications for the public tendering of any negotiated benefits which may be included in the Group Insurance Plan (to cover the bargaining unit only);

- (ii) Determination of the manner in which the specifications will be made available for public tendering;
- (iii) Consideration and examination of all tenders submitted in response to the specifications for tender and preparation of a report thereon;
- (iv) Recommendation to the Government of Ontario on the selection of the insurance carrier or carriers to underwrite the Group Insurance Plans;
- (v) Review of the semi-annual financial reports on the Group Insurance Plan; and
- (vi) Review of contentious claims and recommendations thereon, when such claim problems have not been resolved through the existing administrative procedures.

The specifications for tender will describe the benefits to be provided, the cost sharing arrangement between the Employer and its employees, the past financial history of the insurance plans, the employee data, the format for the retention illustration for each coverage and the financial reporting requirements. Tenders shall be entertained by the Committee from any individual insurance carrier acting solely on its own behalf. This shall not preclude such carrier from arranging reinsurance as may be necessary.

The basis for recommendation of an insurance carrier(s) will include the ability of the carrier(s) to underwrite the plan, compliance of the carrier's quotation with the specifications for tender, the carrier's service capabilities and the expected long term net cost of the benefits to be provided.

5. Experience Review

The Committee will also meet every six (6) months to review the financial experience under these coverages. The specifications for tender will describe the informa-

tion to be included in the semi-annual financial statements to be prepared by the insurance carrier(s). These statements will include paid premiums, paid claims, changes in reserve requirements for open and for unreported claims, incurred claims, the retention elements of commissions, taxes, administrative expenses, contingency reserve charges and interest credits on claim and other reserves. The insurance carrier(s) will also be required to report on the level and method of administering the Employer's and employees' deposit accounts.

The Committee shall request the insurance carrier(s) to provide such additional information for the Committee's consideration as may be required by either the Employer or the OPSEU.

If the Joint Insurance Benefits Review Committee fails to agree on a recommendation to the Government of Ontario on the selection of the insurance carrier(s) to underwrite the group insurance plan, the members of the said Committee nominated by the Employer and the OPSEU may each make a recommendation in writing to the Government of Ontario on the selection of the insurance carrier(s) supported by reasons for their respective recommendations.

It is understood that the Government at all times retains the right to select whatever carrier(s) (to underwrite the Group Insurance Plan) it may consider would best serve the "public interest" and, in so doing, is under no obligation to select a carrier(s) that may be recommended by the Joint Insurance Benefits Review Committee.

Article 27 — Grievance Procedure

**RELEASE OF INFORMATION —
INSURED BENEFITS GRIEVANCE**

TO

(Name of Insurance Carrier for benefit claimed)

THIS SHALL BE YOUR AUTHORITY to deliver immediately to the Employer, in care of the Employee Relations Branch of the Human Resources Secretariat of the Province of Ontario, a copy of each and every medical report prepared by or under the authority of a medical practitioner, and a copy of each and every document or other paper prepared by any person, in your possession in connection with my claim dated _____ for (specify benefit claimed) _____ during my employment with the Ontario Public Service.

Date

Employee Signature

ONTARIO PUBLIC SERVICE EMPLOYEES UNION

July 22, 1980

Ms. Diane Nagel
Staff Relations Division
Civil Service Commission
2nd Floor, Frost Building South
7 Queen's Park Crescent East
Toronto, Ontario

Dear Ms. Nagel:

Re: Appendix 7
(See also Article 2, Check-off of Union Dues)

This will confirm the intention of the parties contained in the Memorandum of Understanding for Working Conditions and Employee Benefits, dated June 18, 1980, concerning ratification votes in the Ontario Public Service which take place after that date.

As agreed, in such future ratification votes, all employees in the bargaining unit, whether they have become members of OPSEU or not, shall be entitled to participate in votes of ratification.

In order to permit such participation by those who, prior to 1969, had exercised their option to not pay dues, the Employer will furnish to the Union the work address of each such person in the bargaining unit prior to the next ratification vote or votes in the Ontario Public Service.

Yours sincerely,

Andrew Todd
Chief Negotiator

APPENDIX 8

September 23, 1985

Mr. A. Todd
Chief Negotiator
Ontario Public Service Employees Union
1901 Yonge Street
Toronto, Ontario
M4S 2Z5

Dear Mr. Todd:

Re: Appendix 8
(See also Article 5 — Pay Administration, Section 5.9 —
Custodial Responsibility Allowance)

This will confirm that effective January 1, 1984 a Custodial Responsibility Allowance of two thousand dollars (\$2,000.00) per year is payable to employees of the Ministry of Correctional Services and employees working in training schools operated by the Ministry of Community and Social Services, in addition to the rate of pay specified for the class of the positions to which they are assigned, provided they fulfill all of the following requirements:

- (a) they are not professional staff such as teachers, nurses, social workers or psychologists;
- (b) the positions to which the employees are assigned are not covered by classes which already take into account responsibility for the control of inmates or wards, such as Correctional Officers, Industrial Officers, Supervisors of Juveniles, Observation and Detention Home Workers, Recreation Officers (Correctional Services), Trade Instructors and Provincial Bailiffs;
- (c) (i) they are required, for the major portion of their working time, to direct inmates or wards engaged in beneficial labour;

or

- (ii) as group leaders/lead hands, they are directly

responsible, for the major portion of their working time, for operations involving the control of a number of inmates or wards engaged in beneficial labour;

and

- (d) they are responsible for the custody of inmates or wards in their charge and are required to report on their conduct and lay charges where breaches of institutional regulations occur.

The Custodial Responsibility Allowance shall be paid according to the base rate of pay for the class involved.

- weekly rated classes — \$38.40/week
- hourly rated classes —
- 40 hour week — 96¢/hour
- 36¼ hour week — \$1.06/hour

Yours truly,

P. Mooney
Senior Staff Relations Officer

APPENDIX 9

LIST OF ARBITRATORS RE: ARTICLE 5.8 — NEGOTIATIONS OF SALARIES FOR NEW OR REVISED STANDARDS

During the term of this agreement, the parties agree to continue discussions regarding arbitrators.

Failing agreement, the issue will be tabled by the parties at the next round of negotiations.

In the interim the parties will proceed in a manner consistent with their **past** practice for negotiating salaries for new or revised standards.

APPENDIX 10

MINUTES OF SETTLEMENT

BETWEEN:

THE CROWN IN RIGHT OF ONTARIO
(MANAGEMENT BOARD OF CABINET)
“the Employer”

and

ONTARIO PUBLIC SERVICE EMPLOYEES UNION,
“the Union”

Whereas the Union filed a grievance dated June 12, 1987, claiming violations of Articles 24 and 4 in respect of probationary employees affected by the divestment of Surrey Place;

And whereas the parties are desirous of settling all matters in dispute arising out of this grievance;

Now therefore it is agreed as follows:

- 1) The Union withdraws this grievance.
- 2) The Employer will extend to probationary employees the benefit of the job security provisions found in Article 24, as follows:
 - a) For the purpose of this settlement, the probationary employee's "seniority" shall be calculated from the first day of his probationary period, including any service which is credited to the employee pursuant to Article 3.13.1.
 - b) For the purposes of this settlement and the application hereunder of Articles 24.2, 24.11 and 24.14 to probationary employees, the probationary employee's "continuous service" and "period of employment" shall be deemed to have commenced with his most recent actual period of continuous employment.

- c) Article 24.9 shall not apply to grant to probationary employees any greater rights than are herein provided.
 - d) The following provisions of Article 24 shall not be applied to probationary employees nor shall they have the benefit of any rights arising pursuant to: Articles 24.6, 24.7, 24.8, 24.10.4, 24.16.1 and 24.16.2.
- 3) It is understood and agreed that nothing in these minutes shall be deemed to be a recognition of "seniority" or "continuous service" in probationary employees as those terms appear in Article 25.
 - 4) It is understood and agreed that this settlement is made without prejudice and without precedent to any positions the parties may take in respect of the interpretation, application or administration of the Collective Agreement or to such positions in respect of any other matters between the parties.
 - 5) It is further understood and agreed that these Minutes shall have effect from the date of signing

DATED at Toronto this 20th day of October, 1989.

For the Union

For the Employer

Donald M. Stewart

Eileen Hipfner