

Collective Agreement Between WCB & CUPE, Local 1750

THIS AGREEMENT made this day of 1995.

Between:

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 1750
(Hereinafter referred to as the "Union")

and:

THE WORKERS' COMPENSATION BOARD, ONTARIO
(Hereinafter referred to as the "Employer")

PREAMBLE:

The purpose of this Agreement between the Employer and the Union is to establish and maintain,

- a) a procedure for the prompt and equitable handling of grievances and disputes;
- b) satisfactory working conditions and terms of employment for all employees who are subject to this Agreement.

The parties, therefore, agree as follows:

ARTICLE I
RECOGNITION

1.01 The Employer recognizes the Canadian Union of Public Employees Local 1750 as the exclusive bargaining agent for all of its employees, save and except supervisors, persons above the rank of supervisor, and persons excluded by virtue of the provisions of the Crown Employees Collective Bargaining Act.

1.02 Where any duties and/or title of a Bargaining Unit position are changed or where any duties and responsibilities of any new position to be created by the Employer are to be comprised in any part of work previously assigned to a Bargaining Unit position or positions, and where as a result the Employer intends to exclude such position(s) from the Bargaining Unit, the Union will be informed and shall be supplied with the necessary job descriptions.

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1.03 Any question as to whether a person is an employee may be referred to the Ontario Public Service Labour Relations Tribunal, and its decision thereon is final and binding for all purposes.

1.04 Prior to a hearing before the Ontario Public Service Labour Relations Tribunal, the parties will meet to discuss the merits of the exclusion of positions for which application has been made under Article 1.03 above.

1.05 The Employer will provide the Union with organizational charts by February 1st of each year. The charts will identify for the Union by Unit/Department/Branch/Division/Section or any other title/label that may be used, the numbers of bargaining unit staff in each geographic location. Notification shall include the numbers of employees in each bargaining unit job classification and salary grade.

It is understood that the aforementioned organizational charts represent the status at a point in time and are provided to the Union for information purposes only. When new charts are approved by the Employer they will be provided to the Union.

ARTICLE 2

GRIEVANCE PROCEDURE

2.01 Recognition of Union Stewards and Grievance Committee

In order to provide an orderly and speedy procedure for the settling of grievances, the Employer acknowledges the rights and duties of the Union Grievance Committee and the Union Stewards. The Steward may assist any employee which the Steward represents, in preparing and presenting his grievance in accordance with the Grievance Procedure.

2.02 Union Stewards

The Location covered by each Steward or the number of Stewards in each Location shall be listed in Appendix 2 of this Agreement.

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2.03 Names of Stewards

The Union shall notify the Employer in writing of the name of each Steward and Senior Steward and the Location(s) he represents and the name of the Chief Steward, before the Employer shall be required to recognize them. It is understood that the President or a Vice President may function in place of a Steward for the purpose of Article 2.

2.04 Definition

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. In such cases the procedure set out below will be followed.

2.05 Complaints

An employee who believes he has a complaint or a difference with the Employer shall first discuss the complaint or difference with his supervisor within twenty (20) days of first becoming aware of the complaint or difference. If any complaint or difference is not satisfactorily settled by the supervisor within seven (7) days it may be processed in the following manner. The employee may, if he/she chooses, have a Union Steward in attendance.

2.06 Grievances

The aggrieved employee shall submit their grievance in writing through the appropriate authorized representative of the Union.

Step No. 1

If the Union considers the grievance to be justified the Union through its authorized representative shall file a grievance in writing with the grievor's supervisor within seven (7) days of the date the grievor received (or should have received) the decision from his/her supervisor. The supervisor shall give the Union and the grievor his/her decision in writing within four (4) days of the submission of the grievance.

Step No. 2

If the grievance is not resolved under Step No. 1 the Union may submit the grievance to the grievor's Branch/Regional Director or his/her designee within seven (7) days of the date that the Union and the grievor received (or should have received) the decision under Step No. 1.

The Branch/Regional Director or his/her designee shall hold a meeting with the Union and the grievor within seven (7) days of the receipt of the grievance and shall give the Union and the grievor his/her decision in writing within seven (7) days of the meeting.

Where the Union deems it necessary to have a Senior Steward or Officer of the Union attend the Step 2 meeting with the Regional Director at the Regional Office, the Employer will grant leave of absence to attend such meeting without loss of pay or credits.

Step No. 3

If the grievance is not resolved under Step No. 2 the Union may submit the grievance to the Vice-Chairman of Administration or his/her designee within seven (7) days of the date that the Union and the grievor received (or should have received) the decision under Step No. 2.

The Vice-Chairman of Administration or his/her designee shall hold a meeting with the Union and the grievor within ten (10) days of the receipt of the grievance and shall give the Union and the grievor his/her decision in writing within seven (7) days of the meeting.

2.07 Arbitration

If the Union is not satisfied with the decision of the Vice-Chairman of Administration or his/her designee or if it does not receive the decision within the specified time, the Union may apply to the Grievance Settlement Board for a hearing of the grievance within fifteen (15) days of the date the Union received the decision; or within fifteen (15) days of the specified time limit for receiving the decision.

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2.08 Staff Assistance

(a) The employee may be accompanied and represented by a Union Steward at each stage of the grievance procedure and the management representative may have staff assistance present.

The Employer shall pay fifty percent (50%) of the cost of a grievor's travel, accommodation and meal expenses to attend third step grievance meetings held outside of the grievor's work location.

(b) The Employer will recognize one Chief Steward. At each work location a Senior Steward will be recognized.

One of these stewards (the Chief Steward or the Senior Steward at the respective location) shall be permitted to appear in the place of the local steward at any Step of the Grievance Procedure.

Similarly, one of these stewards shall be permitted to accompany a new steward for the purpose of training when the new steward appears for their first three (3) grievances. The Union will reimburse the Employer for the time of the Chief Steward or Senior Steward, when appearing in addition to the new steward.

2.09 Dismissal

(a) Any probationary employee who is dismissed or released shall not be entitled to file a grievance. However, in the event that such an employee applies under Section 18 (2) of the Crown Employees' Collective Bargaining Act, it is agreed that, upon the request of either party, a meeting will be arranged within twenty (20) days of the date of notification of such application, at which time the applicant may have Union representation.

(b) 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 dismissal.

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2.10 Policy Grievance

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 Step No. 2 of the grievance procedure provided it does so within forty-five (45) days following the occurrence or origination of the circumstance giving rise to the grievance.

If the grievance covers more than one Branch, it may be filed with the Manager, Employee Relations.

2.11 Group Grievance

Where a number of employees have the same grievance, they may present a group grievance signed by a union steward, and such written grievance shall be filed at Step 2 of the grievance procedure provided it is filed within twenty (20) days following the occurrence or origination of the circumstance giving rise to the grievance.

If the grievance covers more than one Branch, it may be filed with the Manager, Employee Relations.

2.12 Job Posting Grievance Procedure

Where a grievance arises as a result of the job posting procedure in Article 5, such grievance shall be filed at Step 2 with the Branch/Regional Director, or his designee, of the department of the position vacancy that was posted. The Branch/Regional Director or his designee shall hold a meeting with the employee within ten (10) days of the receipt of the grievance and shall give the grievor his decision in writing within seven (7) days of the meeting.

At least one week prior to the meeting, the Employer will provide the Union with the selection documents for the successful candidate and the grievor.

The Employer shall pay fifty percent (50%) of the cost of the grievor's travel, accommodation and meal expenses to attend the grievance meeting if held outside the grievor's work location.

2.13 Representative of the National Union

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At the request of either party, a representative of the National Union may be present and represent the grievor at Step No. 3 of the grievance procedure.

2.14 In this Article, days shall include all days exclusive of Saturdays, Sundays and designated holidays.

2.15 The time limits contained in this Article may be extended by agreement of the parties in writing.

2.16 The Grievance Settlement Board shall have no jurisdiction to alter, change, amend or enlarge any provision of the Collective Agreement.

2.17 In any grievance, where a Union Steward of the Canadian Union of Public Employees, Local 1750 is not involved from Step No. 1, the interests of the Union shall not be adversely affected in any future grievances dealing with the same or similar matters.

2.18 Grievance Documentation

(i) Where a grievance arises out of the selection process of a posted position, the Employer will provide the Union with the selection documents for the successful candidate and the grievor at the first applicable step of the grievance procedure.

(ii) Upon request of the employee, a copy of the performance review, disciplinary letters and educational achievements will be provided to the employee when such matters relate to a grievance.

ARTICLE 3

DISCHARGE AND DISCIPLINE

3.01 When the Employer meets with an employee to advise of disciplinary action, the employee shall have the right to have a Union representative present.

3.02 An employee who is suspended or dismissed shall be advised in writing by the Employer. Upon request of the employee, a copy of the letter will be sent to the Union office. An employee shall be entitled to file a grievance provided he does so within twenty (20) days of the date of receipt of the letter advising him of his suspension or dismissal.

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3.03 When a supervisor deems it necessary to reprimand an employee in a manner indicating that dismissal may be the next disciplinary step, the employee will be advised in writing.

3.04 Notwithstanding the above, an employee will receive a copy of disciplinary letters prior to them being placed in the employee's file. Where a grievance arises out of any disciplinary action or discharge, the Employer will provide the Union with the facts upon which the decision was based upon receipt of the written grievance.

3.05 Any disciplinary warning shall be removed from an employee's record after two years from the date of offense, provided that there have been no similar warnings in that period, in which event the time for the application of this section shall be counted from the date of the succeeding warning.

ARTICLE 4

SENIORITY

4.01 Seniority Definition

(a) For any employee appointed to a position in the bargaining unit after May 31, 1977, seniority as referred to in this Agreement, shall be defined as the length of service from the most recent date of appointment to the bargaining unit.

(b) Effective the Date of Ratification of this Agreement, for all employees in the bargaining unit as of May 31, 1977, seniority as referred to in this Agreement, shall be based upon and shall mean length of continuous service of the employee with the Employer. It is understood, however, that for the purposes of application of this Article, any person who is a non-bargaining unit employee and not a manager or above who is appointed to a position in the bargaining unit and who was employed in the bargaining unit as of May 31, 1977, shall be entitled to only that portion of their seniority, if any accumulated as an employee in the bargaining unit or a position which would have been in the bargaining unit had the bargaining unit existed at that time.

(c) On the successful completion of the probationary period, an employee will

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be credited with seniority from the most recent date of employment into the bargaining unit.

(d) Employees in positions currently excluded from the collective bargaining unit will receive seniority credit for all continuous service should their position be deemed suitable for inclusion in the bargaining unit.

4.02 Probationary Employees

A newly hired employee shall be on probation for a period of six (6) months from the date of hiring.

4.03 Loss of Seniority

An employee will lose seniority and continuous service if he:

- (a) is discharged and the discharge is not subsequently reversed
- (b) voluntarily terminates employment
- (c) retires on superannuation or is retired at age 65
- (d) is absent from work in excess of five (5) working days without reason acceptable to the Employer or without notifying the Employer, unless such notice was not reasonably possible
- (e) fails to return to work following a layoff within seven (7) calendar days of being notified to do so, by registered mail, without just cause. It shall be the responsibility of the employee to keep the Employer informed of his current address
- (f) is laid off for a period longer than twenty-four (24) months, or for a period longer than that of his seniority, in the event that his seniority at the time of layoff is less than twenty-four (24) months.

4.04 Seniority List

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The Employer shall maintain a seniority list showing the seniority of each employee. An up-to-date list shall be sent to the Union with sufficient copies for all stewards and posted on all Bulletin Boards in March of each year.

ARTICLE 5

PROMOTIONS AND STAFF TRANSFERS

5.01 When any new position is created within the bargaining unit, or any vacancy of a permanent nature occurs, or any vacancy of a temporary nature occurs that is expected to exceed thirty (30) calendar days (for reasons other than vacations), the position will be filled in accordance with the provisions of this Article.

Notwithstanding the above any temporary position that is over complement for reasons such as peak workload or special projects shall not be posted in accordance with the provisions of this Article. The Employer shall notify the Union of the filling of such temporary positions which are over permanent complement either prior to filling such positions or within thirty (30) days of filling such positions.

5.01 (a)&(b) “First consideration will be given to qualified employees who occupy the same or higher salary classification within the bargaining unit who are:

- (a) affected by organizational or other changes which have resulted, or are likely to result, in a reduction of workforce in accordance with the criteria outlined in Article 6.
- (b) unable to perform their normal duties due to a medically documented handicap or diminished capacity.

The placement of affected or handicapped employees shall be on the basis of seniority, provided the employee has the qualifications and ability to perform the required duties in a competent manner. Retraining will be provided to affected employees in accordance with

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Article 6.06(a) and (b).

Where suitable vacancies do not exist for handicapped employees, the matter shall be discussed in the Joint Committee.”

5.01 (c) All vacancies shall be posted on designated Boardwide bulletin boards for not less than five (5) working days, except those:

- (i) which have had a similar posting within the previous three (3) months in which case the applicants for the previous posting will be considered as applicants for the current vacancy,
 - (ii) vacancies of a temporary nature will only be posted in the geographic location where they occur (Head Office; Downsview Rehabilitation Centre; Regional Office; Area Office) when the vacancy is a result of absences under Articles 16 or 17. All other vacancies will be posted under Article 5.01. Information Offices will be part of the office to whom they report.
- When a temporary vacancy is filled through the posting procedure as outlined in this article, any subsequent vacancies resulting from the initial vacancy will not be posted.

5.02 Information in Postings

All postings shall be dated and set out, the position title, the number of vacancies, geographic location, salary level or grade and salary range, together with the major responsibilities, the basic requirements of the position and the closing date of the posting.

5.03 Eligibility to Apply for Postings

Consideration for a posted vacancy will be given to any employee who has at

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least three (3) months service in their **current position**. This requirement does not apply if their current job was acquired as a consequence of technological or organizational change (Article 6) or they occupy an identified progression position above the entry level as outlined in Schedule "B".

5.04 Interviewing of Applicants

(i) All applicants with seniority, who meet the basic requirements of the job shall be granted a personal interview with the hiring party except where the position is outside the employee's work location in which case the interview may be by telephone with the hiring party.

(ii) Employees without seniority will only be interviewed if a vacancy exists after all the applications of applicants with seniority have been fully processed.

5.05 Role of Seniority in Promotions and Transfers

Both parties recognize:

- (a) The principle of promotion within the service of the Employer.
- (b) That job opportunity shall increase in proportion to length of service.
- (c) That the primary considerations in filling a vacancy are qualifications and ability to perform the required duties in a competent manner.
- (d) Therefore, in making staff changes, transfers or promotions, where qualifications and ability are relatively equal, seniority shall be the determining factor.

5.06 Trial Period

The successful applicant will be placed in a new position and will be considered to be "on trial" for a period of sixty (60) working days. If, during that time, in the opinion of the Employer, the employee is unsatisfactory, or if the employee so requests, he shall be returned to his former salary classification and placed in a position for which he is qualified without loss of seniority.

5.07 Transfers Outside of the Bargaining Unit

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No employee shall be transferred to a position outside the bargaining unit without his consent. Such an employee will be considered to be "on trial" for a period of not more than sixty (60) working days. During this period of time if, in the opinion of the Employer, the employee is unsatisfactory, or if the employee so requests, he shall be returned to his former salary classification and placed in a position for which he is qualified without loss of seniority.

5.08 Notification to the Employee and Union

Unsuccessful candidates shall be called to advise them of this fact prior to the announcement of the name of the successful candidate, which shall be posted on all designated bulletin boards.

The Union shall be notified monthly in writing of all changes in classification, hirings, layoffs, recalls and terminations of employment.

ARTICLE 6

TECHNOLOGICAL AND/OR ORGANIZATIONAL CHANGE

6.01 Definition

In this Article technological and/or organizational change means the introduction of equipment, material, work functions, processes and methods, organization and geographic location, significantly different from that previously utilized.

6.02 Adverse Effects to be Eliminated

In introducing technological and/or organizational changes, the Employer will make every reasonable effort to minimize or eliminate adverse effects on employees caused by such changes.

6.03 Advance Notice and Information

(i) When introducing technological and/or organizational change, the Employer shall notify the Union as far as practicable in advance of its intentions and provide updates as new developments occur.

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(ii) At least eighty (80) working days in advance of the change, the Employer shall, to the best of its ability, provide the Union with written notice as to the nature of the change, date of change, approximate number, job titles, location, name and seniority date of employees likely to be affected and the expected effects on employees and job descriptions and salary grades for all new or changed jobs as approved.

6.04 Consultation

The Union and the Employer shall meet at either party's request with the intent of reaching agreement in good faith regarding any special provisions that may be necessary to assist affected employees beyond those contained in the Collective Agreement.

6.05 Identification of Affected Employees

In notifying the Union in accordance with Article 6.03 (ii) the Employer shall identify and advise those employees affected by the change,

- (a) whose present jobs will be significantly changed,
- (b) whose jobs will become redundant.

6.06 Retraining

(a) Where, as a result of technological and/or organizational change, an employee's present position is significantly changed, requiring new or modified skills, such employee shall be provided with the opportunity for retraining. The Employer will provide a period not to exceed eight (8) months for this retraining during which time the employee must acquire the skills required in the changed position. This training shall be at the expense of the Employer, and where practical, take place during normal working hours.

(b) Where, as a result of technological and/or organizational change, an employee's position becomes redundant and they are placed in a vacant position under the terms of Article 5.01(a), if necessary, they shall be provided with retraining. This retraining period will not exceed eight (8) months during which time the employee must acquire the skills required to perform the duties of the position. This training shall be at the expense of the Employer, and where practical, take place during normal working hours.

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(c) At any time during the first sixty (60) days of the eight (8) month period set out in (a) and (b) above an employee who requests, may discontinue their position and be considered again for placement under Article 5.01(a). It is understood that each employee shall only be entitled to two (2) priority placements as a result of a technological and/or organizational change affecting the employee's position.

6.07 Transfer Arrangements

An employee affected by technological and/or organizational change who declines retraining when their job is significantly changed, who is unable to acquire the required skills through retraining or whose job is made redundant, shall be given priority consideration for vacant positions under Article 5.01(a).

This applies to any vacancy in the province. The costs of relocation shall be paid by the Employer if there is no alternative position at the current or equivalent salary grade in the same division, branch or regional or area office or information service office as the case may be.

6.08 Income Protection

Where an employee is placed under Article 5.01(a) or Article 6.10 into a position with a lower salary grade than his/her former permanent position, and the employee's current salary is higher than the maximum salary of the lower salary grade, the employee will maintain his/her salary level, with regular salary increments for a period of two years following which the employee will receive 50% of future pertinent general salary increases or will be paid at the maximum of the lower salary grade, whichever is higher.

6.09 Notice of Layoff

(a) If it is necessary, as a result of technological and/or organizational change, to lay off an employee, notice of at least four (4) weeks shall be given. An employee with five (5) years of service shall have at least eight (8) weeks notice and an employee with ten (10) years of service shall receive at least twelve (12) weeks of notice. Copies of all such notices shall be sent to the Union.

(b) (i) If an employee declines displacement under Article 6.10(b) in lieu

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of layoff at any time during the recall period provided under Article 6.11 and elects to receive immediate severance, he/she shall be entitled to severance pay as follows:

One week's pay for each year of service to a maximum of 26 weeks for an employee with five or more years of service and, in addition, the normal cash payout of sick leave credits.

(ii) If an employee cannot displace another employee under Article 6.10(b) and elects at any time during the recall period provided under Article 6.11, to receive immediate severance he/she shall be entitled to severance pay as follows:

<u>Years of Service</u>	<u>Weeks of Pay Per Years of Service</u>
1 - 5	1.5
5 - 20	2.0
21 and over	2.5

plus the normal cash payout of sick leave credits.

The Employer shall continue to pay all benefit premiums for six months with the exception of Long Term Disability.

(iii) Where an employee elects under subsection (b) to be paid severance pay forthwith, the employee shall be deemed to have abandoned the right to be recalled.

6.10 Reassignment In Lieu of Layoff

(a) An employee shall not be placed on layoff while there is another employee in the same Division, Branch, Regional or Area Office, or Information Service Office, as the case may be.

(i) who is in the same or another classification or position in which the employee has served satisfactorily during his/her term of employment; or if there be no such classification, then in any other position for which the employee is qualified in respect of the normal requirements of that position;

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(ii) who has similar qualifications and

(iii) who has less seniority

(b) If no position is available under Article 6.10(a) an employee will then be given the option of displacing any employee in the bargaining unit provided the criteria set out in Article 6.10(a) are satisfied as an alternative to accepting layoff.

6.11 Recall Following Layoff

Where a permanent employee is placed on layoff and his former position, or another position for which he is qualified becomes vacant within two (2) years after being placed on layoff, the Employer shall notify him at least fourteen (14) calendar days prior to its being filled. A copy of such notice shall be sent to the Union.

Such employees shall be recalled into the vacant position if he applies for the position within the stipulated time and no other employee who has similar qualifications and has greater seniority applies.

6.12 Continuity of Service

Upon recall after layoff, the period of absence due to layoff shall not be computed in determining the length of service, and the service before and after the period of layoff shall be deemed to be continuous.

ARTICLE 7

HOURS OF WORK

7.01 Clerical, Administrative and Treatment Salary Scales

The normal hours of work for employees on these scales are thirty-six and one-

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quarter (36 1/4) hours per week and seven and one-quarter (7 1/4) hours per day.

Effective August 8th, 1979, these hours of work will apply to the Treatment Salary Scale.

7.02 Industrial Salary Scale

The normal hours of work for employees on this scale are thirty-seven and one-half (37 1/2) hours per week and seven and one-half (7 1/2) hours per day except where rotating shifts are in effect, in which case the hours of work may be averaged over a period of no more than four (4) weeks.

7.03 Lunch and Rest Periods

The lunch period consists of three-quarters (3/4) of one hour and the rest periods consist of fifteen (15) minutes in the first and second half of each day's work schedule.

7.04 Downsview Rehabilitation Centre

The local practices concerning hours of work, lunch and rest periods presently in effect for employees at this location will continue in effect for the duration of this Agreement subject to any changes made by mutual agreement.

7.05 Days Off

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 Employer.

7.06 General

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It is understood that other arrangements regarding hours of work and overtime may be entered into between the parties on a local level with respect to variable work days or variable work weeks.

ARTICLE 8

OVERTIME

8.01 Authorized work performed on an employee's scheduled day(s) off shall be considered as overtime.

8.02 Employees who perform work in excess of seven and one-quarter (7 1/4) hours or seven and one half (7-1/2) hours as applicable, shall be paid at an overtime rate of one and one-half (1 1/2) times the employee's basic hourly rate.

8.03 Overtime at the rate of time and one-half shall be paid for all authorized work performed on the employee's first regularly scheduled day off.

8.04 (a) Overtime at the rate of double time shall be paid for all authorized work required to be performed on the employee's second consecutive regularly scheduled day off.

(b) In the case of rotating shifts local arrangements will be made when shift schedules are posted to provide that four (4) days per four (4) week schedule will be considered eligible to be paid for at the rate of double time.

(c) Overtime at the rate of double time shall be paid for all authorized hours worked during the second shift of a double shift when

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notification of the requirement to work a double shift is not provided prior to the end of the shift of the last previously scheduled working day.

8.05 When an employee commences his vacation and returns to work during his scheduled vacation at the request of his supervisor, he shall be paid time and one-half for the work performed and the time at work shall be added to his vacation credits.

8.06 With the prior agreement of the supervisor, an employee may be granted time off at the applicable overtime rate, that is at one and one-half (1-1/2) or two (2) times the overtime hours worked or credited.

8.07 There shall be no duplication or pyramiding of overtime payment or compensating leave nor shall the same hours worked be counted as part of the work week and also as hours for which an overtime or holiday premium is applicable.

8.08 Payment for overtime will only be made for units of one (1) hour or more and thereafter for full fifteen (15) minute periods. Lesser periods of overtime accrued will be recorded and paid in accordance with the above.

8.09 An employee is eligible for overtime compensation unless he:

(a) Because of the nature of his position is required to work irregular hours. Such an employee shall, for the purposes of payment, be deemed to be working a minimum of forty (40) hours per week,

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and his salary shall be adjusted to forty (40) hours on a straight time basis.

(b) Notwithstanding the above, any such employee who is required by his supervisor to work on his day off or on a holiday shall receive time off at the applicable overtime rate.

(c) Employees on irregular hours who are required to travel on a Sunday or other non-working day shall be compensated in accordance with the provisions of Article 24.06.

(d) Employees on irregular hours will continue to receive the irregular hours payment during paid leaves of absence or in office assignments of up to ten (10) days. The irregular hours payment will continue for the full length of approved vacation or Union leave.

8.10 An employee who leaves his place of work after completing his shift 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 time and one-half (1 1/2).

8.11 The Employer shall endeavor to distribute overtime relatively equally among employees qualified to perform the work required, taking into consideration assigned work location and employee classification.

8.12 Where an employee is required to work the full period of their regularly scheduled hours of work or shift, when the Employer closes its normal operations in a specific facility or location, overtime (at the rate of

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one and one half (1 1/2) times) shall be paid for all hours following the closure. The period of time eligible for overtime shall apply equally to regular and shift work.

ARTICLE 9

SHIFT SCHEDULES AND SHIFT PREMIUMS

9.01 Shift Schedules

(a) The Employer agrees to post shift schedules 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 seventy-two (72) hours in advance of the starting time of the shift as originally scheduled. If the employee concerned is not notified seventy-two (72) hours in advance, he shall be paid time and one-half (1-1/2) 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 Employer's control.

(b) Shifts may be changed if agreed between the employees and the Employer without any premium or penalty.

(c) The Employer shall make every reasonable effort to avoid scheduling the commencement of a shift within twelve (12) hours of the completion of the employee's previous shift except that if an employee is required to work before twelve (12) hours have elapsed he shall be paid time and one-half (1-1/2) for those hours that fall within the twelve (12) hour period.

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9.02 Shift Premiums

(a) An employee shall receive a shift premium of sixty cents (60¢) per hour for all work between 5:00 p.m. and 11:00 p.m., and sixty-five cents (65¢) per hour for all work between 11:00 p.m. and 7:00 a.m. Where fifty percent (50%) or more of the hours fall within a time period, the higher premium shall be paid for all hours worked.

(b) Employees, in the Housekeeping Department at the Downsview Rehabilitation Centre, who work permanent afternoon shifts, will be paid shift premium when they work the day shift on Saturday and/or Sunday as a regularly scheduled shift.

(c) Any premium to which an employee may be entitled shall be calculated on the employee's basic hourly rates exclusive of shift premium and there shall be no pyramiding or duplication of premium payments or compensating leave nor shall the same hours be counted as part of the work week and also as hours for which an overtime or holiday premium is applicable.

9.03 Stand-by Time

(a) "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.

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(b) 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.

(c) Where an employee is required to stand-by, he shall be paid his basic hourly rate for all hours on stand-by.

ARTICLE 10

HOLIDAYS

The Employer recognizes the following days as paid holidays, and they will be observed without reduction of salary:

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

Boxing Day
and any special holidays as proclaimed by
the
Governor-General or Lieutenant Governor.

10.02 When any of the aforementioned holidays fall on a Saturday or a Sunday or on an employee's scheduled day off, the previous and/or the following normal working day shall be deemed to be a holiday or holidays as the case may be.

10.03 In order to qualify for this benefit the employee must have worked his last

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scheduled shift preceding or his first scheduled shift following such holiday.

10.04 When a holiday as defined in Section 1 falls within an employee's vacation period he shall be entitled to a day off in lieu thereof at his regular rate.

10.05 When an employee works on a paid holiday the overtime rate paid will be double time in addition to the regular day's pay.

ARTICLE 11

VACATION

11.01 Calculation of Vacations

The calculation of vacation leave and vacation pay entitlement, will be based on the employee's continuous service from his most recent date of hire, and shall be computed as of his anniversary date and each anniversary date thereafter.

11.02 Vacation Entitlement for Permanent Staff Employees

(a) An employee of the Board having one (1) year of service, but less than eight (8) years is entitled to vacation with pay accumulated at the rate of one and a quarter (1 1/4) days for each month for which pay is received to a total of fifteen (15) days annually. Notwithstanding the above, an employee with less than one (1) year of service shall accumulate vacation at the rate of one and a quarter (1 1/4) days for each month of service, and may, after four (4) months of completed service, draw on his vacation entitlement for a total of five (5) days of vacation

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which may be taken
after the completion of four (4) months service.

(b) After eight (8) years of service but less than fifteen (15) years, an employee is entitled to vacation with pay accumulated at the rate of one and two-thirds ($1 \frac{2}{3}$) days for each month for which pay is received to a total of twenty (20) days annually.

(c) After fifteen (15) years of service but less than twenty-five (25) years, an employee is entitled to vacation with pay accumulated at the rate of two and one-twelfth ($2 \frac{1}{12}$) days for each month for which pay is received to a total of twenty-five (25) days annually.

(d) After twenty-five (25) or more years of service, an employee is entitled to vacation with pay accumulated at the rate of two and a half ($2 \frac{1}{2}$) days per month for which pay is received to a total of thirty (30) days annually.

(e) Notwithstanding the above, accumulation of vacation entitlement shall not be earned for any unpaid continuous absence of twenty-three (23) consecutive working days. Where intermittent return to work is less than five (5) working days, the absence shall be considered continuous for the purposes of these calculations.

11.03 Maximum Accumulation

An employee may accumulate his unused vacation entitlement to a maximum of two (2) years entitlement as of December 31 of any year.

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11.04 Compensation for Holidays Falling Within a Vacation Schedule

An employee shall have the option of banking holiday pay to which he/she is entitled under Article 10.04 subject to the following provisions:

- (i) The time must be taken on a date agreeable to both the Employer and employee;**
- (ii) The date for the time off must fall within the same calendar year as the holiday being banked;**
- (iii) The maximum number of holidays banked in any calendar year must not exceed five (5) days.**

If the employee is unable to use his/her banked time as time off within the calendar year, he/she will be paid for such time at the end of the calendar year.”

11.05 Termination Pay

On termination, an employee will receive pay for unused vacation entitlement as follows:

- (a) Permanent staff employees - an amount equal to the vacation entitlement at his current rate of salary.**
- (b) Probationary - 4% of total earnings.**

11.06 Vacation Scheduling

- (a) Preference in vacation scheduling shall be by seniority.**

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Requests for vacation time during the months of June, July and August must be submitted by April 1st of each year and the vacation schedule shall be posted by April 30th. Requests for vacation time during December must be submitted by September 1st of each year and that vacation schedule shall be posted by September 30th. Employees not submitting vacation requests by April 1st or September 1st as appropriate, lose any rights for preference based on seniority.

(b) Vacation leave will be taken at a time consistent with the staffing requirements of the branch and the wishes of the employee, subject to the approval of the supervisor. Such approval when given shall not be unreasonably withdrawn.

11.07 Vacation to be Taken First

When vacation and leave of absence without pay are granted together with paid vacation, the paid vacation is to be taken first, except in the case of maternity leave, when the order shall be at the employee's choice.

11.08 When an employee who is on vacation becomes sick so as to otherwise require sick leave, upon request such employee may have the required time applied against Attendance Credits.

11.09 Provided three weeks notice is given, employees going on vacation will receive on the last pay day before their vacation all pay cheques due during their vacation. The pay cheques will be dated on that date.

ARTICLE 12

**LABOUR MANAGEMENT BARGAINING
RELATIONS**

12.01 Representative of Canadian Union of Public
Employees

The Union shall have the right to have the assistance of a representative(s) of the Canadian Union of Public Employees in meetings arranged with the Employer. This does not apply to the Grievance Procedure which is covered separately under Article 2.

ARTICLE 13

INFORMATION TO NEW EMPLOYEES

13.01 The Employer shall provide each newly hired probationary or temporary employee in the Bargaining Unit with a document containing the following information:

(a) The name, address and telephone number of the bargaining agent and the names and locations of the Union Steward, and Unit Advisory Committee Members, if known;

(b) The classification and/or position title, salary scale and grade, and applicable rate of pay;

(c) In addition, for employees hired to fill full time positions on a temporary basis or for a specific project, the work location and the anticipated duration of temporary employment or the

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identification and anticipated term of the project.

The Union will receive copies of all documents and the names of terminated Bargaining Unit employees, on a monthly basis.

13.02 The parties will share the cost of printing sufficient copies of the Collective Agreement. This printing will be done by employees in the Bargaining Unit, or an outside printing firm which is a union shop, without delay, following the signing of the Agreement. All probationary employees will receive a copy of the Collective Agreement and all part-time and temporary employees shall receive a copy of Article 22.

13.03 As part of the new employee orientation program, the Employer will give each newly hired employee an information package supplied by the Union.

The Employer will arrange for each new employee to be introduced to the Steward representing that employee's area on the first day of employment or as soon as is practicable thereafter.

ARTICLE 14

JOINT COMMITTEE

14.01 The Employer and the Union agree that consultation and communication on matters of joint interest are desirable to promote constructive and harmonious relations between the parties.

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The parties agree that a Joint Committee composed of up to four (4) representatives of the Employer and four (4) employees representing the Union shall be established. The function of the Committee shall be to act as a forum for consultation and discussion on matters of concern to the parties.

The Committee shall meet within ten (10) working days of the submission of an agenda by either party and, in any case, shall meet not less than once every two (2) months.

The parties also acknowledge the interest of all employees in the Bargaining Unit to be kept informed of developments affecting their employment and communications in this regard will be discussed during the meetings.

It is understood that while the Committee shall consider and attempt to resolve all such problems coming before it, it shall have no power to alter, amend, add to or modify the terms of this Collective Agreement, but rather it shall act in an advisory capacity to the parties.

The parties will produce a joint report of the activities of the Committee as a final item on the agenda of each meeting.

The joint report will be signed by a representative of each party, and the employer will ensure that such report is posted on all bulletin boards.

14.02 Pilot Projects

The Union recognizes the Employer's right to

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plan and test new work methods, processes and organizations significantly different from that being utilized prior to general implementation.

The Employer shall meet with the Union to the best of its ability thirty (30) calendar days in advance of commencement to review the pilot project, advising the Union of the purpose of the pilot project and its duration including the number of staff, areas of responsibility and assigned pay grades as well as effects on equipment, material, work functions, processes, methods and geographic location.

During the term of a pilot project the Employer shall meet with the Union to brief them on new developments as they occur related to new work processes, methods and equipment.

During a pilot project no existing employee shall be displaced or shall have their wages reduced as a result of the project. Any permanent changes arising out of a pilot project shall be implemented in accordance with the provisions of Article 6.

ARTICLE 15

ATTENDANCE CREDITS

All probationary and permanent staff employees are entitled to attendance credits on the following basis:

15.01 Amount of Accumulation

One and one-half (1 1/2) days for each full calendar month of work except where an absence results in a deduction from pay other than when an employee is absent

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due to a workers* compensation claim or while employed under a "Return to Work Program".

When an employee's accumulation of attendance credit days has been used up due to absence resulting in a loss of pay, the employee must work a full calendar month in order to resume accumulation of attendance credits.

15.02 Credit for Employees Returning from Long Term Disability

In the event of absence due to illness during the first four (4) months following his/her return to full-time work, an employee who qualified for and was in receipt of Long Term Disability benefits from the insurance carrier as provided for in this Agreement, and who has exhausted all attendance credits, may borrow up to six (6) attendance credit days. Any of such days used, which are in excess of the employees normal accumulation, must be repaid from later credits earned or in cash on termination of employment. No employee will be allowed to borrow any more than six (6) attendance credits in total.

15.03 Credit for New Employees

In the event of absence due to illness during the first four (4) months of employment, a new employee may borrow up to six (6) attendance credit days. Any of such days used, which are in excess of the employee's normal accumulation, must be repaid from later credits or in cash on termination of employment.

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15.04 Notification of Absence

In all cases of absence the employee is responsible for notifying his supervisor within two (2) hours from commencement of regular duties on the first day of absence, giving the reason and the estimated duration. This requirement would not apply where the circumstances make it unreasonable.

15.05 Proof of Illness

An employee absent for illness may be required to provide evidence that establishes that he was unable to work due to illness. This will not be required unless the absence is for more than five (5) days or where an employee has been warned in writing regarding an alleged misuse of attendance credits.

15.06 Termination of Employment

An employee who has three or more years of service, and leaves the service of the Employer, shall receive a cash payment based on fifty per cent (50%) of his unused attendance credits, at the rate of pay being received at the time of termination. The maximum any employee may receive under this provision is twenty-six (26) weeks of salary.

15.07 Deductions from Attendance Credits

A deduction shall be made from the accumulated attendance credits for all absence due to illness. Where the absence is less than a full day the calculation

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shall be based on quarter days.

ARTICLE 16

LEAVE OF ABSENCE

16.01 Justifiable Personal Reasons

(a) A leave of absence shall be granted for justifiable personal reasons such as the employee's marriage, sickness or injury in the immediate family requiring the employee's presence at home, or religious holidays.

(b) Absence for justifiable personal reasons other than the above may be granted upon the request of the employee and the approval of the supervisor.

(c) Employees shall be granted up to three (3) days per year, with the approval of the supervisor, in order to engage in personal preventative medical or dental care. On request, employees may be required to show proof of medical or dental care.

(d) Where an employee who is granted a leave of absence under (a), (b) or (c) above has sufficient attendance credits, the leave of absence shall be with pay and charged against attendance credits.

(e) In each of the above cases the employee shall provide prior notice where practical, and if not practical, shall notify the supervisor as soon as it is.

16.02 Bereavement Leave of Absence

An employee who has a bereavement in his

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family shall be granted up to and including three (3) days absence with pay. Family shall mean spouse, (as defined in Section 2(b) of Appendix 3), legal parents, child, brother, sister, parents-in-law, grandparents, grandchildren, son-in-law and daughter-in-law.

In the event of the death of an employee's brother-in-law or sister-in-law the employee shall be given one days' leave with pay to attend the funeral.

An additional day's traveling time, in each direction, shall be granted in order for the employee to attend the funeral if such is to be held in excess of 400 miles from the employees home.

16.03 Jury Duty

An employee who is called for Jury Duty, subpoenaed as a witness or required in court for matters arising out of his employment, shall be paid his salary for the necessary period of absence from work. Any payment received from the sheriff, excluding expenses, shall be paid to the Employer.

16.04 Military Leave of Absence

An employee who is a member of the Reserved Armed Forces shall be granted a leave of absence for prescribed military training once in a calendar year in addition to vacation.

An employee on such leave will be paid his salary for the period of absence from work provided that any payment received, excluding expenses, shall be paid to the Employer.

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An employee shall advise the Employer prior to enrolling in the Reserved Armed Forces.

16.05 Education Leave

An employee will be granted leave of absence with pay to write examinations to upgrade his employment qualifications with the Employer.

16.06 General Leave

An employee may be granted leave of absence without pay and without accumulation of seniority when he presents a written request, in advance, providing reasonable cause. Such request is subject to approval by the Employer.

16.07 Pregnancy Leave of Absence

(a) An employee who has completed thirteen (13) weeks of employment will be granted leave of absence for pregnancy, upon request and certification

by a legally qualified medical practitioner. The leave shall be granted for any period of up to seventeen (17) weeks, commencing at any time during the period of eleven (11) weeks immediately preceding the expected date of delivery stated on the certification.

An employee entitled to pregnancy leave under this Article, who has completed one (1) year of employment and who provides the Employer with proof that she has applied for and is eligible to receive unemployment insurance benefits pursuant to Section

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18, Unemployment Insurance Act, 1971, shall be paid an allowance in accordance with the Supplementary Unemployment Benefit Plan.

“Employees have no vested right to payments under the plan except to payments during the period of unemployment specified in the plan.”

“Payments in respect of guaranteed annual remuneration or in respect of deferred remuneration or severance pay benefits are not reduced or increased by payments made under the plan.”

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

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 pregnancy leave,
and

up to a maximum of fifteen (15) additional weeks, payments equivalent to the difference between the sum of the weekly UIC 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 pregnancy leave.

The employee recognizes that she is indebted to the Employer for the amount received as a supplementary unemployment benefit should she fail to return to work and remain in the employ of the Employer following her pregnancy leave including any extensions for a period of at least six (6) months.

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The employee's return from such leave may be prior to a date which is six (6) weeks after the date of delivery provided that fitness to return is certified by a legally qualified medical practitioner.

If requested in writing at least four (4) weeks prior to the expiry of the pregnancy leave, an employee shall be entitled to an extension of the pregnancy leave for up to six (6) months in total (including the seventeen (17) weeks of pregnancy leave). The notice period shall be waived in cases of reasonable, unforeseen, extenuating circumstances.

An employee returning from pregnancy leave shall be reinstated in her previous position or, where this is not practical, to an alternative position within the bargaining unit. Such position shall be of a comparable nature and at a salary not less than that which she was receiving at the time her leave of absence began. Employees shall continue to accumulate seniority and service benefits during pregnancy leave.

(b) Upon request an employee may be considered for a leave of absence for justifiable personal reasons to extend beyond the six (6) month period as defined in (a) above. If an extension to the leave of absence is granted, it shall not exceed six (6) months and will be considered as a normal leave of absence without pay. It will not be considered as leave of absence due to pregnancy and will not fall under the requirements as set out in (a) above.

(c) An employee who is prevented from returning to work by reason of personal illness at the end of the seventeen (17) weeks pregnancy leave of absence shall then be considered to be on leave of absence due to illness.

(d) A pregnant employee may be required to commence a pregnancy leave of absence at such time as the duties of her position cannot reasonably be performed by a pregnant woman or where the performance of her work is materially affected by the pregnancy, and where suitable alternative work is not available, on condition that any required absence before eleven (11) weeks prior to the anticipated date of delivery be charged against existing attendance credits at the request of the employee.

16.08 Parental Leave

An employee who has completed thirteen (13) weeks of employment will, upon written request, be granted parental leave of absence without pay.

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Parental leave may begin:

(a) no earlier than the day the child is born or comes into the custody, care and control of the parent for the first time;

(b) no later than thirty-five (35) weeks after the day the child is born or comes into the custody, care and control of the parent for the first time; and

(c) the parental leave of a person who takes pregnancy leave must begin immediately following the pregnancy leave ends unless the child has not yet come into the custody, care and control of a parent for the first time. Parental leave shall end eighteen (18) weeks after it begins or on the earlier day if the person gives the Employer at least four (4) weeks written notice of that day.

An employee who has completed one (1) year of employment and who provides the Employer with proof that he/she has applied for and is eligible to receive unemployment insurance benefits pursuant to Section 20, Unemployment Insurance Act, 1971, shall be paid an allowance for a period of parental leave for adoption in accordance with the Supplementary Unemployment Benefit Plan as follows:

“Employees have no vested right to payments under the plan except to payments during the period of unemployment specified in the plan.

“Payments in respect of guaranteed annual remuneration or in respect of deferred remuneration or severance pay benefits are not reduced or increased by payments made under the plan.”

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

(b) up to a maximum of ten (10) additional weeks, payments equivalent to the difference between the sum of the weekly U.I. 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; and

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(c) where the employee provides proof that he/she is receiving up to an additional five (5) weeks of unemployment insurance because of the medical condition of the newly adopted child, then the employee will also receive up to an additional five (5) weeks of supplement as provided for in (b) above.

The employee recognizes that he/she is indebted to the Employer for the amount received as a supplementary unemployment benefit should he/she fail to return to work and remain in the employ of the Employer following his/her parental leave for adoption, including any extensions for a period of at least six (6) months.

If requested in writing at least four (4) weeks prior to the expiry of the parental leave for adoption, an employee shall be entitled to an extension of the parental leave for up to six (6) months to in total (including the twelve (12) weeks of parental leave). The notice period shall be waived in cases of reasonable, unforeseen, extenuating circumstances.

An employee returning from parental leave for adoption shall be reinstated to his/her previous position or, where this is not practical, to an alternative position within the bargaining unit. Such position shall be of a comparable nature and at a salary not less than that which he/she was receiving at the time his/her leave of absence began. Employees shall continue to accumulate seniority and service benefits during parental leave for adoption.

16.09 Employer*s Payment of Benefits During Pregnancy and Parental Leave

The Employer shall continue to make its contributions to the pension plan and those benefits provided in Article 21 for any employee on a leave of absence in accordance with Article 16.07 or 16.08 unless the employee has advised the Employer in writing that the employee does not wish to continue to make the employee contributions to the plan.

16.10 With the exception of Section 7, Pregnancy Leave of Absence and Section 8, Parental Leave, where absence under this article is without pay, there shall be no accumulation of service or attendance credits.

16.11 Credits Report

As soon as practicable following the end of each calendar year, every employee shall be advised of the number of vacation and attendance credits, and the amount

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of his pension contributions with interest, to which he is entitled.

16.12 Sick Leave

The current practice concerning sick leave shall be continued for the duration of this Agreement, where it does not conflict with the provisions of this Agreement.

16.13 Union Information

The employer will provide the Union with the name, title, salary grade, location and anticipated duration of leave of absence for each Bargaining Unit employee who goes on leave of absence in excess of one week.

16.14

(i) When an employee returns to work after an approved leave of absence, for reasons other than adoption or maternity, up to three (3) months they shall be returned to their former position; between four (4) months and twelve (12) months, if their position is not available, they shall be placed in a position in a comparable salary classification; in excess of twelve (12) months they shall be returned to employment.

(ii) When an employee returns to work after a leave of absence due to illness or injury up to twelve (12) months they shall be placed in their former position. If the former position no longer exists, the employee shall be placed in a position in a comparable salary level. For leaves in excess of twelve (12) months they shall be returned to employment.

ARTICLE 17

LEAVE OF ABSENCE UNION ACTIVITIES

17.01 Union Representatives

It is understood that employees who are Union Representatives have duties to perform for the Employer. Such Employees who desire a leave of absence for Union business must request such absence from their immediate supervisor, as far in advance as is practical. Such absence will be granted, subject to work requirements. However, permission will not be unreasonably withheld. It is on this basis the following is agreed upon.

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17.02 Upon at least fourteen (14) days written notice by the Union the Employer will grant leave of absence for not more than five (5) consecutive days for each

employee delegate, without pay or loss of credits, to attend union conventions or union education courses up to a total maximum of one hundred and fifty (150) person days for the Bargaining Unit per calendar year. This leave normally will be restricted to members of the Executive, Stewards, members of the Job Evaluation Committee, members of the Joint Insurance Benefits Review Committee and Unit Coordinators subject to the following paragraph.

In the event that such leave of absence is requested for an employee other than is set out in the preceding paragraph, the leave will be granted providing the written notice is given twenty-one (21) days prior to the date of absence requested.

In applying this, no supervisor is expected to permit the leave of absence for more than one person at any one time under these provisions. Not more than one employee from each area office will be requested to be absent at one time. The Employer will consider exceptions to this clause subject to the work requirements of operations in such offices.

17.03 The Employer shall grant leave of absence without loss of pay or credits to members of the Union who participate in negotiation, mediation or arbitration, provided that not more than six (6) employees at any one (1) time shall be permitted such leave for any one (1) set of negotiations. Provided, however, the Union may at its discretion require up to five (5) additional members to participate in negotiation, mediation or arbitration who shall be granted leave of absence but without pay or loss of credits.

17.04 At the written request of the Union of at least ten (10) days notice, the Employer shall grant leaves of absence with pay and without loss of credits to members of the Union*s negotiating committee for the purpose of preparing proposals for negotiations up to a maximum of two (2) days per member.

17.05

(a) **An employee who is a grievor or complainant and who has an application for a hearing before the Grievance Settlement Board or the Ontario Public Service Labour Relations Tribunal shall be allowed leave of absence without loss of pay or credits, if required to be in attendance by the Board or Tribunal.**

(b) **Upon written request by the Union with reasonable notice, an**

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employee who has a grievance before the Grievance Settlement Board or who is required to appear as a witness will be permitted reasonable

time without loss of pay or credits to prepare for the arbitration hearing. Such leave of absence will be granted subject to work requirements. The Union will reimburse the Employer for the salary paid to the employee under this subsection.

(c) An employee who has a grievance and is required to attend meetings arranged at Steps No. 1, 2 and 3 of the Grievance Procedure shall be given time off without loss of pay or credits to attend such meetings.

(d) This section shall also apply to the local Union Steward who is authorized to represent the grievor.

17.06

(a) Upon written request by the Union, and provided that reasonable notice is given, the Employer shall grant leave without loss of pay or credits to employees elected as Executive Officers of the Union, Unit Coordinators and Secretaries for the purpose of conducting the internal business affairs of the Union. This provision is subject to the amount of time being held within reasonable limits. Seniority shall continue to accumulate during such leaves.

(b) The Union will advise the Director, Staff Relations of the names and locations of such employees, immediately following their election.

(c) The Employer will arrange to grant leave with pay to accommodate reasonable travel time.

(d) The Union will reimburse the Employer for the salary paid to the Executive Officers, Unit Coordinators and Secretaries, granted leave under this Section.

17.07 All requests for leave of absence permitted in these sections shall be sent to the Director, Staff Relations.

17.08

(a) When an employee is selected for a full time position with the National Union to perform duties on behalf of the National Union as distinct from Local 1750, the Employer will be so advised in writing by the Union. Upon receiving written confirmation from the employee the Employer will arrange a leave of absence for the employee for a period of one (1) year with an additional year to be granted upon the Union obtaining permission

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from the Employer, such permission not to be unreasonably withheld.

This leave of absence shall be limited to one person being on leave at any one time, shall be without pay or benefits. Accrued seniority and benefits will cease to accumulate during the leave of absence and will be held until the employee returns to work. The Employer shall be advised three (3) months prior to the expiration of the leave of absence as to whether an extension on the leave of absence will be requested or whether the person

intends to return to work. In cases where the leave of absence is granted for a period of six (6) months or less, the three (3) months notice will not apply, and one (1) month's notice shall be given.

(b) Upon completion of the leave of absence the person may return to his previous employment and his seniority and benefits which were in existence at the time the leave of absence commenced will be reinstated, and accumulation will recommence upon his return to work.

17.09 When an employee is elected as the Union's President, the Union will immediately following such election, advise the Employer in writing. Leave of absence with pay and all benefits shall be granted from the employee's place of employment for the duration of the current term of office.

On completion of the employee's term of office, the President may return to his/her previous employment and service shall be deemed to be continuous for all purposes. If during this leave of absence his/her previous employment is affected by technological and/or organizational change, the employee shall at that time be treated in accordance with Article 6.

ARTICLE 18

PAYMENT OF WAGES AND ALLOWANCES

18.01 The Employer shall pay salaries weekly in accordance with Schedule A attached hereto and forming part of this Agreement. In accordance with the terms of settlement, Schedule A will be revised on October 1, 1991 and new schedules will be issued. Each pay day each employee shall be provided with an itemized statement of his salary, overtime and other supplementary pay and deductions to be included with his salary cheque in a sealed envelope. Each employee shall annually receive a pay stub information sheet.

18.02 Classification and Job Evaluation System

(1) Classification

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(a) Classification of Employees

Every employee covered by this Agreement shall be classified under a salary grade or level, job title and/or job description appropriate to the occupation in which he is regularly employed, and in accordance with Schedule "A" of this Agreement.

Employees shall remain so classified for the duration of this Agreement, unless transferred to another job, or unless the work changes significantly, in which case the employee and the Union will be advised.

(b) Elimination of Present Classification

Existing classifications shall not be eliminated or substantially changed without notice to the Union. The Employer will endeavor to provide this notice in advance.

(c) Reclassification of Employees

When a classification is eliminated or substantially changed, any employee who believes he is incorrectly classified may discuss the matter with his supervisor and, failing satisfactory settlement, may institute a grievance in accordance with Article 2 of this Agreement.

(2) Job Evaluation System

The parties have re-established a committee to re-examine the current job evaluation system for the Clerical/Administrative positions.

This examination shall also include the question of whether all jobs in the bargaining unit shall be evaluated and if so, whether one job evaluation system shall be used for all jobs.

The committee will report during the term of this agreement to the parties.

Any disputes which may arise between the parties in this regard shall be referred to the Arbitrator appointed in accordance with the provisions of the Weatherill Award "attached to and forming part of this agreement".

Notwithstanding the provisions of the Weatherill Award it is understood and agreed that the provisions of the award shall be applicable to all

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bargaining unit salary scales in the same manner and to the same extent as it applies to the Clerical/Administrative Scale.

(3) Wage Implementation Agreement

In arriving at a Wage Implementation Agreement for the job evaluation system of any salary scale, the negotiations may include any deletions or amendments to the provisions of Article 18 necessitated by, but limited to, the implementation of that job evaluation system.

ARTICLE 19

TEMPORARY ASSIGNMENTS

19.01

(1) Where an employee is assigned temporarily to perform the duties of a position in a classification with a higher salary maximum, they shall, after working three (3) consecutive days, be paid a rate in accordance with the promotion rules outlined in Schedule "A". Should the temporary assignment exceed three (3) consecutive days, then the employee shall be paid the higher rate for all work in the higher classification from the date of the assignment.

Paid leave of absence of up to ten (10) days taken during a temporary assignment will be at the higher rate. Paid leave of absence of more than ten (10) days for reasons other than approved vacation or Union leave will be paid at the rate applicable to the classification from which the employee was assigned.

(2) Where the Employer temporarily assigns an employee to a work location other than his current work location, where it is not practical for the employee to return to his principal residence each evening, the length of such assignment shall not exceed two (2) months in any calendar year, subject to a mutual agreement between the employee involved and his manager to exceed such requirements.

19.02 When the Employer temporarily assigns an employee 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.

19.03 When the Employer temporarily assigns an employee to the duties and

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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.

19.04 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.

19.05 Temporary assignments under this article shall be limited to a maximum of twelve (12) consecutive months.

ARTICLE 20

CHECK OFF OF UNION DUES

20.01 There shall be deducted from the regular pay of every employee in the bargaining unit a sum equivalent to the weekly dues of the Union, in accordance with the Constitution and By-Laws of the Union.

20.02 The deductions referred to herein shall be deducted from the regular pay of employees and shall be payable to the Secretary-Treasurer of the Union and forwarded in care of the Head Office of the Canadian Union of Public Employees in Ottawa no later than the 15th day of the following month, together with a list of names of employees from whose pay deductions have been made.

This list of employees shall provide the names in alphabetical order and payroll numbers of all employees having dues deduction, together with a monthly total for each employee, the accumulated total of each employee for the calendar year and the average weekly wage of bargaining unit employees based on actual earnings.

The Employer will provide the Union with a separate employee listing giving the employee's name in alphabetical order, salary grade, gross weekly salary and transfer date.

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This listing will be produced on request and charges for this service will be paid by the Union.

20.03 The Union must advise the Employer in writing of the amount of the regular dues to be deducted, which amount shall continue to be deducted until changed by a further written notice to the Employer signed by authorized officials of the Union.

20.04 The Union agrees to indemnify and save the Employer harmless from any liability arising out of the operation of this article.

ARTICLE 21

EMPLOYEE BENEFITS

The Employee Benefit Plans set out in this article shall apply to all eligible employees in the Bargaining Unit. The Specifications of the Benefit Plans and the cost sharing arrangements are attached as Appendix "3" and forms part of this Collective Agreement.

21.01 Employee Benefit Plans

- (a) Blue Cross Extended Health Care Plan
- (b) Blue Cross Plan for Semi-Private Coverage at current rate
- (c) Long Term Disability Insurance
- (d) Group Life Insurance
- (e) Accidental Death and Dismemberment Plan
- (f) Group Travel Insurance Plan
- (g) Dental Plan

(i) Employees will be reimbursed one-hundred percent (100%) for all basic covered services in accordance with the current Ontario Dental Association Fee Schedule as may be amended from time to time.

(ii) Major restorative 50% co-insurance. Orthodontics 50% co-insurance, \$2500.00 lifetime maximum.

(iii) The Employer will pay one hundred percent (100%) of the premiums for this plan.

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(h) Vision Care Plan

21.02 Workers' Compensation Coverage

(a) General

Employees are covered under the provisions of the Workers*
Compensation Act.

(b) Entitlement

A probationary or permanent staff employee who is absent from work as
a result of a compensable accident will, where an award is made, receive full
salary during the period of disability. The amount of compensation
payable for this period will be paid to the Board.

Where an award is made, the compensation received during the year will
be deducted from gross earnings for Income Tax purposes.

Where an award is not made under the Act, the non-compensable absence
shall be considered as absence under the conditions of Article 15 and/or 16
of the Collective Agreement as applicable.

(c) Vacation

**During the period of absence resulting from a compensable accident,
attendance and vacation credits will continue to accrue.**

21.03 Joint Insurance Benefits Review Committee

The parties recognize a Joint Insurance Benefits Review Committee. The terms
of reference are set out as Appendix "4".

ARTICLE 22

PART-TIME AND TEMPORARY EMPLOYEES

Part-time and temporary employees who are ordinarily required to work more than

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thirteen (13) hours per week, and employees who work on a regular and continuing basis are entitled to the following:

(a) Wages shall be based upon the salary range for similar work and paid on an hourly basis.

(b) When a paid holiday specified in Article 10 "Holidays" occurs, the employee will be paid for his normal day's pay, provided that he meets the requirements of the Employment Standards Act.

(c) Vacation pay shall be based upon four percent (4) percent of total earnings in the twelve (12) months of employment for which the vacation is given, or part thereof for which no vacation pay has previously been given.

(d) Overtime will be paid for authorized work performed in excess of thirteen (13) hours per week or in excess of the employee's regularly scheduled work week if this is greater than thirteen (13) hours.

(e) Union dues shall be deducted from all temporary and part-time employees in the sum equivalent to the weekly dues of the Union in accordance with the Constitution and By-laws of the Union.

(f) Temporary and part-time employees who work a full time weekly schedule shall be entitled to shift premiums in accordance with Article 9 of this Agreement.

(g) A part-time or temporary employee who becomes a probationary employee, will for the purpose of his probationary period receive credit for his part-time or temporary service on the basis of time worked in the previous twelve (12) months and subject to a maximum credit of no more than one-half (1/2) of the probationary period.

Under this section; the part-time service to be credited against the probationary period shall mean time on the same or similar work for which he became a probationary employee.

When a part-time or temporary employee becomes a permanent employee he shall receive seniority for all of his part-time or temporary employment immediately prior to his full-time employment.

(h) A bonus amount of thirteen percent (13%) of regular earnings shall be

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paid
on a weekly basis to part-time and temporary employees in lieu of fringe
benefits not provided to such employees.

Salary progression shall be maintained when a full time temporary
employee becomes a probationary employee performing the same or
similar work.

(i) Each full-time temporary employee shall be advised two (2) weeks before
the expiration of their term, whether or not their term will be renewed.

(j) **Conversion of Temporary Positions to Permanent Positions**

Effective October 1, 1991 where the same work has been performed by a
full time temporary employee or employees for a period of at least two (2)
consecutive years and where the Employer has determined that there is a
continuing need for that work to be performed on a full time basis, the
Employer shall establish a permanent full time position in the appropriate
salary grade to perform that work and shall fill a vacancy in accordance
with Article 5 (Promotions and Staff Transfers) of the Collective
Agreement.

**(k) Temporary full time bargaining unit employees who have applied for
permanent bargaining unit positions posted in accordance with
Article 5 shall be considered if there are no qualified permanent
bargaining unit applicants. For purposes of Article 5.05 length of
unbroken service with the Employer shall be considered as
“seniority”.**

(l) This Article; together with Article 13.01(c), constitutes the entire
Agreement between the parties on this subject, except for the employee's
right to grieve under Article 2 Grievance Procedure.

ARTICLE 23

NO DISCRIMINATION/HARASSMENT

23.01 **There shall be no discrimination or harassment practiced as defined**

in

Section 10(1) of the Ontario Human Rights Code, as amended from time to time, including but not limited to reasons of race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, sex, sexual orientation, age, marital status, family status, record of offences or handicap.

23.02 There shall be no discrimination or harassment practiced by reason of an employee's membership or activity in the Union.

ARTICLE 24

GENERAL

24.01 Apparel

The Employer will provide apparel and safety equipment to employees where required by the employer.

24.02 Bulletin Boards

Union notices of meetings and such other notices as may be of interest to the employees will be posted on bulletin boards by the Employer, subject to the approval of the designated person in Staff Relations. The designated bulletin boards are set out in Appendix I.

The Employer will provide a lock-up bulletin board for Union notices in the Buffeteria at Head Office and in the cafeteria at the Downsview Rehabilitation Centre. The keys will also be provided.

24.03 Feminine Term May Apply

Whenever the masculine gender or the singular is used in this Agreement, it shall be considered as if the feminine or plural term has been used, where the context so requires.

24.04 Meal Allowance

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(a) The current practice concerning meal and expense policy will be continued for the duration of this Agreement.

The daily meal allowance for three meals in a day is subject to a maximum daily allowance of \$31.35.

This amount is itemized as follows:

Breakfast	\$6.15
Lunch	\$10.20
Supper	\$15.00

(b) Reasonable expenses above the amounts as set out in (a) may be claimed upon the provision of appropriate receipts for all meal expenditures, on a daily basis, with the exception of alcoholic beverages, when reimbursement of an amount in excess of the standard allowance is claimed.

(c) (i) Notwithstanding the above, an employee who continues to work more than two (2) hours 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 one (1) meal in the amount of seven dollars and fifty cents (\$7.50) except where free meals are provided or where the employee is being compensated for meals on some other basis.

Where a meal is not available on the site and the employee is unable to leave the premises, employees will be reimbursed, against proper receipts, for the cost of a meal, to the value of seven dollars and fifty cents (\$7.50) plus delivery charge, when incurred.

(ii) One-half hour with pay shall be allowed the employee to consume a meal either at or adjacent to his work place.

24.05 Kilometrage Rates

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(a) If an employee is required to use his own automobile on the Employer's business, the following kilometrage rates shall be paid:

Effective January 1, 1991:

	<u>Southern Ontario</u>	<u>Northern Ontario</u>
0 - 8,050 km	32.5¢/km	33¢/km
8,051 - 24,160 km	26.5¢/km	27¢/km
24,161 and over	21.5¢/km	22¢/km

24.06 Time Credits While Traveling

1. For pay purposes, employees shall be credited for all time spent in traveling when authorized by management. This applies to all employees in the Bargaining Unit except those covered under Article 8 Section 9(a), and will be computed as follows:

(a) When travel is by public carrier, from one (1) hour before the schedule time of departure of the carrier until one (1) hour after the actual arrival at the destination.

(b) When travel is by automobile and

(i) when the employee travels directly from his home until he reaches his destination, from the assigned hour of departure from the destination until he reaches home,

(ii) when the employee reports to his place of employment before proceeding to travel, from the time he leaves his place of employment until he reaches his destination, except that compensation will not be paid for the time between the hours of eleven (11:00) p.m. and the regular starting time of the employee

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when sleeping accommodation is provided.

2. All traveling time shall be compensated at the employee's straight time rate provided that, when an employee is required to travel on his day off or a holiday he shall be compensated at that rate for a minimum of four (4) hours.
3. Notwithstanding the above, employees on irregular hours who are required to travel on a Sunday or other non-working day shall be compensated in accordance with the provisions of Article 24.06.

24.07 Board Vehicles

When an employee's business kilometrage is 24,000 kilometres or more, and a vehicle has been provided by the Employer to an employee, where business travel continues to be required as a part of the employee's regular responsibilities, the vehicle will not be withdrawn unless the average business miles traveled over a period of three (3) successive calendar years drops below 24,000 kilometers per year.

24.08 Human Resource File Documentation

When performance appraisals, progress reports and disciplinary letters are to be filed on an employee's file, the employee shall be shown a copy before it is placed in the employee's file. The employee may add his views on the matter to his personnel file before the correspondence is entered in the file. The employee will receive a copy of all disciplinary notes and upon request of the employee, which will not be unreasonably demanded, a copy of the performance review, disciplinary letters and educational achievement will be provided to the employee.

24.09 Staff Appraisals

The Employer will supply the Union, with copies of the rules and procedures covering any Staff Appraisal System in operation covering employees in the bargaining unit together with such information, instructions or guidance as is made available to supervisors with respect to their role in appraising the performance of employees under their supervision.

24.10 Communication with Bargaining Unit Members

Employees who are recognized C.U.P.E. Local 1750 officials may communicate with Bargaining Unit members in the workplace during meal breaks and coffee

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breaks on the understanding that the operations of the Employer will not be adversely affected. The parties will meet to discuss the ramifications of this clause.

24.11 Mailing List

The Employer will provide the Union with a list of current Bargaining Unit employees who consent to have their names and addresses placed upon such list.

On a monthly basis, the Employer will provide the Union with the addresses of new Bargaining Unit employees and the changed addresses of consenting current employees.

24.12 Telephone Charges

(i) When an employee, by the nature of his work, is required to use his home telephone to conduct business associated with his work duties, the Employer will pay 50% of the monthly basic telephone charges or where an additional line is installed and dedicated to Board business 100% of the installation and service cost of a touch tone telephone. Proof of installation must be provided and the telephone number will not be published as a Board number.

(ii) This provision applies only to employees, on field assignments, in the following occupations:

- Auditors
- Claims Investigators
- Employment Specialists
- Placement Specialists
- Rehabilitation Counsellors I & II
- Rehabilitation Specialists
- Special Needs Consultants
- Social Workers

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(iii) This provision will not apply to employees within the occupations set out in section (ii) who are assigned to "In-Office" operations and the Downsview Rehabilitation Centre.

24.13 Additional Language Payment

(i) When an employee is authorized to use a language other than English during the course of their employment, they shall be compensated on the following basis:

(a) if their position has not been identified as requiring the second language, at the rate of \$10.00 per hour for all such authorized work time.

(b) if their position has been identified as requiring a second language, they shall be paid an annual payment on a level per skill required (reading, writing and oral interaction) of \$500.00 per skill at the "B" level or \$250.00 per skill at the "C" level.

(ii) This provision does not apply to any position, the core function of which is work in a language other than English.

24.14 Days

"Day(s)" shall mean "working day(s)" unless otherwise expressed in this Collective Agreement.

ARTICLE 25

HEALTH, SAFETY AND VISUAL DISPLAY TERMINALS

25.01 The Employer is committed to make reasonable provisions for the health and safety of its employees during the hours of their employment. The Employer and the Union shall cooperate through the Central Joint Occupational Health and Safety Committee and the Local Joint Occupational Health and Safety Committees to the fullest extent practical in the prevention of accidents and the

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reasonable promotion of health and safety of all employees in accordance with the guidelines for the functioning of the committees and the Occupational Health and Safety Act.

25.02 Visual Display Terminals

After each hour of continuous operation of a V.D.T., a V.D.T. Operator shall have the opportunity for a change in such duties for a period of ten (10) minutes.

ARTICLE 26

TERM OF AGREEMENT

This agreement shall take effect as of **January 1, 1994** and shall continue in full force and effect up to and including the **31st day of March, 1996** and shall continue automatically thereafter for 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, as amended.

DATED at Toronto this Day of

FOR
THE WORKERS'
COMPENSATION BOARD

FOR
THE CANADIAN UNION
OF PUBLIC EMPLOYEES, LOCAL 1750

Collective Agreement Between WCB & CUPE, Local 1750

APPENDIX 1

DESIGNATED BULLETIN BOARDS

The designated bulletin boards referred to in Article 24 are as follows:

2 Bloor Street East

General information bulletin boards are centrally located on the east and west sides of most floors. The exceptions occur where staff regularly occupies only one side of the floor and in these cases one main board is centrally located. The current arrangement and number of general information bulletin boards is acceptable and sufficient. Total 27.

Downsview Rehabilitation Centre

Cafeteria)	
Lounge)	
Hospital)	Total 5
Housekeeping)	
Maintenance Shop)	

Area Offices

Space is to be provided on the main bulletin board at each Area/Regional Office.

Information Centres

Space is to be provided on the main bulletin board at each Information Centre.

APPENDIX 2

NUMBER AND DISTRIBUTION OF STEWARDS

The following list sets out the Steward's location and the authorized number of stewards for each location, in accordance with Article 2 Section 2.

Head Office	18	
D.R.C.		3
Each Regional Office		4
Each Area Office	1	

APPENDIX 3

1 Employee Benefit Plans

The Employer will contribute toward the billed premiums of the Benefit Plans in accordance with the cost share or amounts as shown in this Appendix.

2 (a) Eligibility for Benefits Coverage

Employees shall be eligible for coverage under the Employee Benefit Plans set out in this Appendix. Therefore, for the purpose of Article 21 and this appendix:

The term "Employee" shall mean probationary employee and employee with seniority in accordance with Article 4. The time periods required to be eligible for benefits coverage and for the cessation of coverage shall be as set out in the applicable Benefit Plans. For the purposes of clarity, the Benefit Plans shall have no application to Part -Time and Temporary Employees.

2 (b) Definition of Dependent for Group Insurances

Eligible dependents shall include;

(i) spouse who is a person married to the insured employee; or if not married to the insured employee, cohabits with such employee in a continuing conjugal or homosexual relationship and resides in the same country in which the insured employee resides;

(ii) children under twenty-one (21) years of age who are unmarried, not employed in full-time work;

(iii) unmarried children between twenty-one (21) and twenty-five (25) years of age and in full-time attendance at an educational institution or on vacation therefrom; and

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

3 Employee Benefit Plans Specifications

Notwithstanding Article 21, it is recognized that the details of the benefits are provided here for the purposes of information and that the complete terms and conditions of the Benefit Plans will be set out in detail during the term of this agreement.

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This Appendix summarizes benefits coverage but does not replace the official plan documents. If there is a difference between this information and the official plan document, the official plan document will prevail.

3 (a)and

(b) Extended Health Care/Semi-Private Hospital Insurance/Vision Care

The Employer shall pay one hundred percent (100%) of the monthly premiums for the Extended Health Care, Semi-Private Hospital Insurance and Vision Care Plan to the Insurance Carrier.

Coverage for employees under this plan commences on the 1st day of the calendar month following the date of employment.

The Extended Health Care and Semi-Private Hospital Insurance Plan provides for the reimbursement of one hundred percent (100%) of the cost of prescription drugs, i.e. not available over the counter, one hundred percent (100%) of the cost of semi-private hospital accommodation and one hundred percent (100%) of the cost for the following services:

Charges for accommodation in a licensed chronic care or convalescent hospital up to three dollars (\$3.00) per day and limited to one hundred and twenty (120) days per benefit year. Charges for miscellaneous medical expenses when not covered by any Government agency including:

Admittance to a hospital for diagnosis as an in-patient, out-patient or for emergency purposes.

Private nursing duty when prescribed by the attending physician in writing and with prior approval of Blue Cross.

Services of a registered or a licensed physiotherapist.

Payment for the services of a qualified speech therapist up to two hundred dollars (\$200.00) per benefit year per person, but only when authorized by a medical doctor or dentist in writing.

Payment for the services of a registered masseur/masseuse up to seven dollars (\$7.00) per treatment for not more than twelve (12) treatments per

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benefit year per person, only when authorized by an attending physician in writing.

Payment for services of a registered clinical psychologist up to thirty-five dollars (\$35.00) for the first visit and twenty dollars (\$20.00) per hour to a maximum of two hundred dollars (\$200.00) per person during a benefit year.

Purchase of artificial limbs, eyes, splints, trusses, casts, cervical collars, braces, catheters, urinary kits, external breast prosthesis, ostomy supplies, corrective prosthetic lenses and frames (once only per person), and custom-made footwear.

Purchase or rental of standard-type wheelchair (electric powered wheelchair must be a medical necessity), hospital bed, crutches, cane, walker, oxygen set, respirator, needles, syringes, testape, lances, glometers for diabetes.

Professional ambulance services (the difference between the government agency allowance and the customary charge).

Oxygen and its administration.

Bandages or surgical dressing, blood transfusions, radium and radio-isotope treatment.

Dental care when necessitated by a direct accidental blow to the mouth. Blue Cross must be notified immediately and treatment must commence within 90 days of the date of the accident.

Charges up to ten dollars (\$10.00) per day to a maximum of one hundred and twenty (120) days during the life of this agreement for care in a licensed private hospital when prescribed by the attending physician in writing.

Payment for professional services of a physician where permissible by law and incurred while the person is traveling or temporarily residing outside his or her province of domicile when the physician's fees are over the medical association fee guide and are not greater than what would be paid in the province of domicile.

The Vision Care Plan provides coverage up to two hundred dollars

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(\$200.00) maximum every 24 consecutive months per each adult employee, spouse and dependents; every twelve (12) months for children eighteen (18) years of age or under for:

 Eyeglasses (frames and/or lenses including contact lenses) and/or replacement glasses prescribed as a result of an eye examination by a licensed medical doctor, ophthalmologist or optometrist and purchased while coverage is in force. This benefit may also be used for charges incurred to repair existing glasses (frames and/or lenses).

3 (c) Long Term Disability Insurance (LTD)

 Eligible employees shall be enrolled in the LTD Plan on the first day of the month following three (3) months of continuous service.

 Effective October 1, 1992 the Employer will pay one hundred percent (100%) of the premiums for the LTD Plan to the Insurance Carrier on behalf of eligible employees in the bargaining unit.

 Gross employee earnings is defined as including gross regular salary, overtime earnings, shift premiums, second language bonus, additional language pay, differential, job premium and travel pay.

 The LTD Benefits is the lesser of three thousand dollars (\$3,000.00) monthly or sixty-six and two-thirds percent (66-2/3%) of the employee's gross regular salary as of the date of disability, payable from the 61st calendar day of continuous absence due to total disability.

 From the 61st day through to the 90th day of continuous absence, this benefit shall be paid by the Board.

 Commencing on the 91st day this payment shall be paid by the Insurance Carrier. Acceptable medical confirmation is required before any payments are made.

 Certain employees will be eligible to receive disability payments from the Canada Pension Plan, and/or the W.C.B. Superannuation Plan. The total payment, including LTD will be paid to a maximum of 75% of gross regular salary. An employee must make application for Canada Pension Plan disability benefits within one month of claim commencement date and supply proof of application to the LTD carrier. Failure to apply will result in an offset being applied as if CPP benefits were approved. If an employee receives payment from Canada

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Pension Plan and/or the W.C.B. Superannuation Plan, the total amount including LTD payments that is in excess of 75% of gross regular salary for the entitlement period shall be recovered from future LTD entitlement or by cash payment.

Payments will continue up to twenty-four (24) months, if the employee is disabled from performing regular work and up to age sixty-five (65) if totally disabled.

An employee may be required to submit a medical examination at the request of the Insurance Carrier.

Totally Disabled, under this Plan, means a continuous state of incapacity due to illness which - while it continues - throughout the Elimination Period and during the following 24 months of incapacity, prevents him from performing each and every duty of his normal occupation; - while it continues thereafter, prevents him from engaging in any occupation for which he is or becomes reasonably qualified by education, training or experience.

Total Disability - is the condition of being totally disabled.

Employess benefits coverage for Group Life Insurance, Dependent Life Insurance, and LTD will continue at no cost to the employee while the employee receives or is qualified to receive LTD benefits under this plan.

*In all cases, payments under this plan shall cease at age 65.

Termination of LTD Benefits

An employee ceases to be insured on the earliest of the following dates:

- date of termination of employment
- on attainment of age 65
- the end of the period for which the last premium is paid to the carrier for the employee's insurance
- the date of termination of the policy

An employee is not eligible to commence receiving LTD benefits three (3) months prior to the attainment of age sixty-five (65).

Rehabilitation

If an employee who is in receipt of LTD benefits is resuming employment on a

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gradual basis during recovery, partial benefits shall be continued during rehabilitative employment. "Rehabilitative Employment" means remunerative service employment while not yet fully recovered following directly after the period of total disability for which LTD Benefits were received. When considering rehabilitative employment benefits, LTD will provide 66-2/3% of normal salary less 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 upon agreement with the Board and the Insurance Carrier.

The LTD benefits under rehabilitative employment shall be reduced by the amount that an employee's total earnings exceed one hundred per cent (100%) of his earnings as at the date of commencement of total disability.

These benefit provisions apply to all new claims approved from the date of signing the Collective Agreement.

GROUP LIFE INSURANCE PLAN

3 (d) Basic Life Insurance

The Employer shall pay one hundred percent (100%) of the monthly billed premium of the basic life insurance plan to the Insurance Carrier.

The basic life insurance plan shall provide:

coverage equal to one times the employee's basic annual salary; adjusted, if necessary, to the next higher multiple of five hundred dollars (\$500.00)

Optional Life Insurance

Optional life insurance may be increased by an additional either one (1) or two (2) times the employee's basic annual salary or equivalent to either two (2) or three (3) times the employee's basic salary adjusted, if necessary, to the next higher multiple of five hundred dollars (\$500.00) subject to a maximum of one hundred and seventy-five thousand dollars (\$175,000.00). The cost of the optional one (1) or two (2) times coverage is subject to an employee premium cost of 6.5¢ per one thousand dollars (\$1,000.00) of insurance per week.

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The amount of life insurance (basic and/or optional) 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.

Employees become eligible for this benefit on the first of the month following the completion of three (3) months of continuous service. If an employee does not choose the Optional Life Insurance within thirty (30) days of originally signing the application, "Proof of Insurability" acceptable to the Insurance Carrier will be required.

Termination of Life Insurance

Life Insurance Coverage will terminate on the earliest of the following dates:

1. The date of termination of employment.
2. The earlier of retirement or the attainment of age 65.
3. The end of the period for which the last premium is paid to the carrier of the employer's insurance.
4. The date of termination of the policy.

NOTE: Those employees who remained on the insurance plan in effect prior to October 1, 1972, will receive coverage in accordance with that plan. However, the full premium for coverage of "one times annual salary" shall be paid by the Employer. The premium for the remaining "two times annual salary" shall be paid by the employee at the rate of 6.5¢ per \$1,000.00 insurance per week.

Optional Dependent Life Insurance

The current dependent's life coverage of \$2,000.00 for spouse and \$1,000.00 for each dependent child, as defined in Section 2 of this appendix, will be continued at a premium of 15¢ per week paid by the employee.

Current employees may, within thirty (30) days of it first being made available, elect dependent coverage at the level of \$5,000.00 for a spouse and \$2,500.00 for each dependent child, as defined in Section 2 of this appendix, at a premium of 36¢ per week paid by the employee. This option is to be offered on a one time basis unless there is a change in dependent status by marriage, birth or adoption.

Employees joining the Employer after the effective date of the alternative plan will be allowed only the new plan with coverage of \$5,000.00 for spouse and \$2,500.00 for each dependent child, as defined in Section 2 of this appendix, at a

Collective Agreement Between WCB & CUPE, Local 1750

premium of 36¢ per week paid by the employee.

Employees become eligible for this benefit on the first of the month following the completion of three (3) months of continuous service.

Termination of Dependent Life Insurance

Dependents' coverage ceases from date the employee terminates his employment with the Employer, retirement or attainment of age 65 whichever occurs first. Coverage for dependent child ceases when the child no longer meets the definition set out in Section 2 of this appendix.

The spouse may convert upon the termination of service or the death of the employee, an amount up to \$2,000.00 of any other form of insurance except term, at the prevailing rates for the spouse's age. No medical examination is required provided that application, for conversion, is made to the Insurance Carrier within thirty (30) days from date of death or termination.

Conversion Provisions on Life Insurance

On termination of employment, an employee may apply to the Insurance Carrier for any type of insurance (except term) within thirty (30) days from the date of termination. The employee will not be required to undergo a medical examination and the cost of coverage will be based on the prevailing rates and the age of the employee.

3 (e) Employee Accidental Death & Dismemberment/Travel Insurance

An employee under age 65 shall be covered twenty-four hours a day for insurance equal to one times annual salary, but in no event more than \$20,000.00.

An employee will become eligible for this coverage on the first of the month following the completion of 3 months of continuous service.

The premiums for this coverage shall be paid 100% by the Employer. Accidental Death & Dismemberment Insurance Benefit ceases on the date the employee terminates his employment with the Employer, attains age 65, or on the date of his retirement, whichever occurs first.

Full insurance is paid for loss of life, certain multiple limb losses and quadriplegia; proportionate amounts for loss of limbs, paraplegia, hemiplegia, loss

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of sight, speech and hearing. Loss means complete and irrevocable loss or with reference to limbs complete and irrevocable loss of use, not requiring complete severance of limb.

3(f) An employee shall be covered for fifty thousand dollars (\$50,000.00) group travel insurance in case of accidental death while traveling on Board business. Specified fractional sums are paid for dismemberment.

An employee is eligible for coverage under this Plan when employed on a job requiring travel on Board business.

The premiums for this Plan will be paid one hundred percent (100%) by the Employer.

3(g) Dental Insurance Plan

1. The Employer agrees to provide a Dental Insurance Plan effective December 1, 1979, covering probationary employees and "permanent staff".

2. The cost of premiums for Dental Insurance will be borne by the Employer in accordance with the Collective Agreement.

3. All probationary employees and "permanent staff" of the Workers' Compensation Board are covered under the Plan. Their eligible dependents may be covered under the Plan. Dependents under the Plan include the spouse of the employee including a common-law spouse and the employee's unmarried and unemployed children under age 21 (a child includes natural child, stepchild, or legally adopted child, 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 infirmed and who are dependent).

4. Coverage commences on December 1, 1979, for employees of the Workers' Compensation Board who were employed on that date. If employed after December 1, 1979, the coverage commences on the first day of the month following employment.

5. Employees on leave of absence without pay on December 1, 1979, are eligible to have insurance commence on the date of return to active work.

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6. Enrollment in the Plan is mandatory. Notwithstanding this, an employee may elect to waive coverage under this Plan if covered for dental benefits under another plan, and proof of such coverage is provided. Such employee will enroll in this Plan when coverage under the other Plan ceases. Coverage will commence on the first day of the month next following the date coverage under the other Plan ceases.

7. Coverage for an employee and his dependents ceases on the last day of the month in which employment terminates.

8. Benefits are payable on either the amount of the dentist's charge or the amount contained in the current Ontario Dental Association Fee Guide whichever is the lesser.

9. Listed below are the Dental Services covered under this Plan.

Covered Dental Services

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NOTE

In any 6-month period, 1 oral examination and bitewing radiographs are covered.

In any 36-month period, 1 complete oral examination and full series of radiographs are covered.

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DENTAL CLAIM FORM

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ORTHODONTICS

Orthodontic(s)

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80630, 80640, 80650, 80700, 81100, 81101, 81102,
81105, 81106, 81107, 81108, 81110, 81111, 81112,
81113, 81115, 81116, 81117, 81120, 81123, 81124,
81125, 81126, 81127, 81128, 81130, 81131, 81132,
81133, 81140, 81161, 81162

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Orthodontic(s)

81201, 81202, 81203, 81204, 81205, 81206, 81207,
81208, 81209, 81210, 81211, 81212, 81213, 81214,
81215, 81216, 81217, 81218, 81219, 81220, 81221,

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81222, 81223, 81250, 81251, 81252, 81253, 81261,
81291, 81292, 82045, 82050, 82100, 82101, 82102,
82108, 82200, 82201, 82202, 82300, 83100, 83111,
83112, 83200, 83201, 83202, 83220, 84000, 84100,
84101, 84200, 84201, 84300, 84301, 84400, 84401,
84410, 85100, 85101, 85200, 85201, 85300, 85301,
86101, 86201, 86301, 87100, 87101, 87200, 87201,
87300, 87301, 88100, 88101, 88200, 88201, 88300,
88301, 89100, 89101, 89200, 89201, 89300, 89301,
89500, 89520, 89530, 89550, 89560, 89570, 89580

PROSTHODONTIC PROCEDURES

Inlays and Onlays

24200 to 24203, 24300, 25100, 25111 to 25114, 25120 to 25124, 25130 to
25134, 25141 to 25144, 25200, 25300, 25400, 25500, 25511, 25521,
25530, 25531, 25600 to 25605, 25711 to 25713, 25721 to 25724, 25731 to
25733, 25741 to 25743, 25751, 25752, 26100, 26200, 26500, 26600,
26650, 26700, 26701, 26800, 26801

Crowns and repairs to crowns, other than preformed stainless steel crowns which are
described as a type B eligible expense.

21301, 21421, 21422, 21423, 22401, 22410, 22411, 22420, 22501, 22510,
22511, 22520, 23601, 24101 to 24104, 27100, 27110 to 27114, 27120 to
27122, 27130, 27131, 27140, 27200, 27201, 27202, 27210, 27211, 27212,
27220, 27222, 27230, 27300 to 27302, 27310 to 27313, 27320, 27401,
27409, 27420 to 27425, 27500 to 27502, 27601 to 27603, 27610, 27620,
27640, 27699, 27700 to 27703, 27710 to 27712, 27721, 27722, 27800,
27801, 27809, 27810, 28101, 28102, 28211, 28212, 29100 to 29103,
29109, 29200, 29300 to 29303, 29309, 29600, 29610, 29700, 29900

Repair of Bridges or Dentures

Repair of Dentures

54200 to 54202, 54209, 54250, 54300 to 54304, 54401 to 54403, 54501 to
54503, 55100 to 55106, 55200 to 55204, 55301, 55302, 55400 to 55403,

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55500 to 55502, 55509 to 55512, 55520, 55521, 55524, 55525, 55529 to 55531, 55534, 55535, 55539, 55570, 55600 to 55602, 55610 to 55612, 55700, 55800, 55810

Repair of Bridges

63001, 63002, 63009, 66100, 66111 to 66113, 66119, 66200, 66211 to 66214, 66219, 66300 to 66303, 66309, 66400, 66500, 66600, 66601, 66603, 66609, 66610, 66612, 66613, 66619, 66620, 66700, 66701, 66710, 66711, 66719, 66721, 66731, 66739

Rebase or Reline of an existing partial or complete denture

56110, 56121, 56200, 56201, 56210 to 56213, 56220 to 56223, 56230 to 56233, 56240 to 56243, 56250 to 56253, 56260 to 56267, 56270 to 56273, 56275, 56300, 56311 to 56313, 56321 to 56323, 56331 to 56333, 56342, 56343, 56400, 56411 to 56413, 56511 to 56513, 56521 to 56523, 56601, 56602

Prosthodontic services: construction and insertion of bridges or standard dentures (once every 5 years)

Dentures

51100 to 51104, 51110, 51120, 51200 to 51202, 51204, 51210, 51220, 51300 to 51303, 51310, 51320, 51400 to 51402, 51410, 51500 to 51503, 51600 to 51603, 51610, 51620, 51700 to 51703, 51801 to 51803, 51900, 51910, 51920, 52100 to 52103, 52110 to 52113, 52120 to 52123, 52200 to 52202, 52210 to 52212, 52220, 52221, 52230, 52231, 52300 to 52303, 52310 to 52313, 52320, 52321, 52400 to 52403, 52410 to 52413, 52420, 52500 to 52503, 52510 to 52513, 52520, 52525, 52530, 52531, 52535, 52600, 52601, 52610, 52611, 52620 to 52622, 52630 to 52632, 52700, 52710, 52800, 52900, 52910, 53101 to 53104, 53111 to 53113, 53201 to 53203, 53205, 53211 to 53213, 53215, 53301, 53302, 53401 to 53403, 53501 to 53503, 53611 to 53613, 53621 to 53623, 53701 to 53704, 53711 to 53713, 57201, 57202, 57205, 57402, 58200, 58201, 58210, 58400

Bridges

60700, 62000, 62100 to 62103, 62110, 62200, 62300, 62400, 62500 to 62502, 62510, 62600, 62700 to 62703, 62711, 62800, 62801, 62900,

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63300, 64101, 64102, 64201 to 64204, 64209, 64550, 64740, 64750, 65200, 65300, 65400, 65500, 66800, 67100 to 67102, 67110, 67121, 67129, 67131, 67139, 67200 to 67202, 67210, 67211, 67301, 67310, 67311, 67321, 67322, 67331, 67341, 67400, 67410, 67420, 67500 to 67502, 67600, 68100, 69100, 69101, 69201, 69300 to 69305, 69400, 69500, 69600, 69610, 69620, 69630, 69700 to 69705, 69710

Examples of Expenses Not Covered

- Expenses incurred for cosmetic purposes.
- Expenses for services received because of dental injury for which you or your insured dependents are entitled to receive payments under the Workers' Compensation Act.
 - Any dental expenses covered by any other government plan.

- Expenses resulting from an act of war or hostilities.
- Expenses paid under any other insurance plan.
- Any service covered in whole or in part by OHIP.
- Dental charges for other than the defined services.
- Dental expenses for employees covered under Article 22 of this Collective Agreement.

NOTE: The procedure for claiming dental expenses is outlined on the employee's Dental Plan Claim form.

This dental plan claim form shall be attached to and form part of the Collective Agreement.

APPENDIX 4

JOINT INSURANCE BENEFITS REVIEW COMMITTEE

The parties agree to establish a Joint Insurance Benefits Review Committee to be effective from the date of signing this Collective Agreement. The terms of reference are set out herein.

1. **Name of Committee**

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

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2. Purpose of the Committee

The purpose of this committee is to facilitate communications between the Employer and the Union on the subject of employee benefits including Extended Health Care, Hospital Semi-Private Coverage, Long Term Disability Insurance, Group Life Insurance, AD & D, Group Travel Insurance, Dental Plan and such other negotiated benefits as may, from time to time, be included in the employee benefits plan.

It is understood that the 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. 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 Union, with not more than eight (8) representatives in total. At meetings of the committee, each party may be accompanied by a representative to provide technical advice and counsel.

4. Duties of the Committee

The duties of the committee shall consist of the following:

- (1) Development of the specifications for the public tendering of any negotiated benefits which may be included in the Employee Benefit Plan;
- (2) Determination of the manner in which the specifications will be made available for public tendering;
- (3) Consideration and examination of all tenders submitted in response to the specifications for tender and preparation of a report thereon;
- (4) Recommendation to the Employer on the selection of the insurance carrier or carriers to underwrite the Employee Benefit Plans;
- (5) Review of the semi-annual financial reports on the Employee Benefit Plans; and
- (6) Review of contentious claims and recommendations thereon when such claim problems have not been resolved through the existing administrative

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procedures.

The specifications for tender will describe the benefits to be provided, the cost-sharing arrangement between the employer and its employees in the Bargaining Unit, the past financial history of the benefit plans subsequent to the establishment of this committee, the employee data, the format of the retention illustration for each coverage and the financial reporting requirements. Tenders shall be entertained by the Committee for 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 meet every six months to review the financial experiences subsequent to the date of the signing of this Collective Agreement, under these coverages. The specifications for tender will describe the information to be included in the semiannual 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 Union.

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

It is understood that the Board at all times retains the right to select whatever

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carrier(s) (to underwrite the Employee Benefit 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.

Note: The word "Board" refers to the Corporate Board of the Workers' Compensation Board, Ontario.

6. Meetings

Time at meetings is considered work time.

There shall be a minimum of one-half day for meetings

7. Notice of Changes To Benefits Plans

Two months advance notice shall be given to the Union for changes to the Benefits Plans.

APPENDIX 5

DOWNSVIEW REHABILITATION CENTRE CLOSURE

1. Employees at the Downsview Rehabilitation Centre will be offered continuance of employment at the time of closure. Such employees will be retrained if necessary. Salary level and normal salary progression will be maintained for two years from the date of closure following which the employee will receive 50% of pertinent general salary increases or will be paid at the maximum of the lower salary grade whichever is higher.

2. (a) If at the time of closure reasonable alternative employment (as distinct from the offer of general employment provided under paragraph 1 above) is not provided to an affected employee and that employee decides not to avail him/her self of the employment made available under paragraph 1 above, he/she shall receive a severance payment as follows:

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Years of Service	Weeks of Pay Per Year of Service
1 - 5	1.5
5 - 20	2.0
21 and over	2.5

plus the normal cash payout of sick leave credits.

2. (b) The Employer shall continue to pay all benefit premiums for up to six months for employees who are not offered reasonable alternative employment.
3. Where reasonable alternative employment is provided at the time of closure but the affected employee decides nevertheless to leave the employ of the Workers' Compensation Board he/she shall be entitled to severance pay as follows:

One week's pay for each year of service to a maximum of 26 weeks for an employee with five or more years of service and, in addition, the normal cash payout of sick leave credits.

4. Affected bargaining unit employees shall be considered first for permanent positions within the bargaining unit.
5. A joint union-management committee, with equal union-management representation (2 representatives for each side), will be established immediately to monitor the placement process.

A mutually acceptable neutral will be retained by the parties to work in conjunction with the aforementioned joint committee as process watcher/mediator.

The fees and expenses of the neutral shall be borne equally by the parties.

6. Any unresolved dispute between the Employer, on the one side, and either the Union or an affected individual employee, on the other side, as to what constitutes reasonable alternative employment for that individual employee is to be referred to this Board, on short notice, for final and binding determination. This Board will take into account the individual's professional qualifications, the potential for retraining, the impact of the requirement, if any, to travel and/or move upon that individual employee, the salary and any other relevant factor in determining whether the position that has been offered is reasonable alternative employment

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for that individual employee.

7. In addition to remaining seized for the purpose of resolving any dispute with respect to what constitutes reasonable alternative employment vis-à-vis any affected individual employee this Board will remain seized of all matters pertaining to the implementation of this appendix.

SCHEDULE "A"
THE WORKERS' COMPENSATION BOARD ONTARIO
SALARY SCALES AND CLASSIFICATIONS IN THE
BARGAINING UNIT

The Employer shall pay salaries in accordance with this Schedule and this Schedule shall apply to all employees in the classifications listed herein.

An employee will receive notice of at least one month if, due to performance, the incremental increase is not to be received.

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SCHEDULE "A"
SENIOR ADMINISTRATIVE SALARY SCALE
Effective October 1, 1991

Salary Grade	<u>Minimum</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>
		<u>6 Months</u>	<u>6 Months</u>	<u>1 Year</u>	<u>1 Year</u>	<u>Further **18 Months</u>
075	841.25 (928.27)	893.00 (985.38)	918.87 (1013.92)	965.47 (1065.35)	1014.66 (1119.63)	1087.12 (1199.59)
074	786.87 (868.27)	836.03 (922.51)	861.96 (951.14)	905.94 (999.66)	952.55 (1051.09)	1014.66 (1119.63)
073	735.14 (811.19)	781.67 (862.53)	807.58 (891.12)	848.99 (936.82)	893.00 (985.38)	952.55 (1051.09)
072	685.91 (756.86)	729.95 (805.45)	753.23 (831.15)	792.06 (874.00)	836.03 (922.51)	893.00 (985.38)
071	641.92 (708.32)	680.76 (751.19)	701.45 (774.00)	740.27 (816.85)	781.67 (862.53)	836.03 (922.51)
070	603.08 (665.47)	636.73 (702.61)	657.46 (725.47)	693.69 (765.45)	729.95 (805.45)	781.67 (862.53)
070	503.15 (555.20)	532.57 (587.67)	564.28* (622.65)			

(Includes Salary Adjustment for irregular hours under Article 8.09(a))

1. The anniversary date is based on the date the employee commenced on the current job. This may be either the date of hire, or the date of a subsequent transfer.
2. The time periods set out at the top of the columns are reflections of the

Collective Agreement Between WCB & CUPE, Local 1750

anniversary date set out in (1).

Notwithstanding paragraph one, where an employee is transferred to a new position in the same salary grade, the anniversary date will not be changed.

3. An employee who is promoted will have his salary adjusted to the next step he would have achieved had he not been promoted, and his future salary progression will thereafter be governed by the time interval for the next higher amount in his new salary grade. In the event that the employee is already at the maximum for that Salary Grade, he will have his salary adjusted to one time interval less on the higher salary grade.

This is subject to the employee being paid a salary rate no less than the minimum rate for the new salary grade.

*Thereafter progress through the top line of Salary Grade 070.

**An employee promoted from this step will receive a 5% salary adjustment if the promotion is only 1 Salary Grade. If the promotion is more than one Salary Grade, the employee will be paid one Salary Grade higher in the 18 month step.

SCHEDULE "A"
CLASSIFICATIONS IN THE
SENIOR ADMINISTRATIVE SALARY SCALE

Salary
Grade

070 Audio/Visual Technician
Audio/Visual Technical Assistant
Auditor
Auditor Collections
Claims Area Counsellor
Claims Counsellor
Claims Counsellor, Toronto Claims Info. Centre
Classification Investigator
Control Specialist
Ethnic Services Specialist

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Ethnic Services Specialist Claims
Experience Rating Analyst
Field Auditor
General Counsellor
General Ledger Control Specialist
Health Care Benefits Counselor
Hospital Records Courier
Interpreter Translator
Investment Control Specialist
Medical Statistics Coder Analyst
Proof Reader
Proof Reader/Editor
Psychometrist 3
Regional Information Accounts Maintenance Officer
Research Assistant Occupational Disease
Senior Accident Cost Specialist
Senior Revenue Services Representative

071 Area Revenue Specialist
Assessment Specialist
Ethnic Services Specialist
Experience Rating Officer
Information Officer
In Office Telephone Claims Investigator
Investigator
Office Systems Specialist
Placement Advisor
Rehabilitation Counsellor 2
Revenue Specialist
Senior Collection Specialist
Senior Field Auditor
Social Rehab. Counsellor
Senior Classification Investigator
Sr. Inf. & Acct. Maint. Officer
Systems Operations Coordinator
Vocational Rehab. Caseworker

072 Claims Investigator
Classification & Collections Investigator
Collection Investigation Officer
Data Base Support Specialist
Data Proc Statistics Coordinator
Graphic Designer II
Industrial Disease Research Specialist

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Investigator
J.O.B. Opportunity Consultant
Junior Writer
Occupational Evaluation Analyst
Patient Liaison Counsellor
Placement Advisor
Policy Publication Writer
Psychometrist 2
Rehabilitation Counsellor 1
Revenue Service Specialist
Social Rehab. Counsellor
Senior Classification Investigator
Senior Collection Specialist
Senior Field Auditor
Technician
Telecommunications Network Administrator
Telecommunications Syst. Analyst

Vocational Assessment Training Agency Analyst
Vocational Rehab. Caseworker
Voice Network Administrator
Writer
Writer Editor

073 Adjustor
Adjustor-Investigator
Audio/Visual Assistant
Audio/Visual Production Asstnt.
Coordinator First Aid
Modified Work Program Specialist
Policy Publications Writer
Production Assistant
Project Officer
Senior Collection Specialist
Statistician
Transfer of Costs Adjuster
Translator
Translator II
Unit/Regional Worksite Analyst S.V.R.S.
Worksite Analyst

074 Community Relations Specialist, Tour Itinerary
Community Relations Specialist
Editor Internal Publications

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Employment/Placement Specialist
Ergonomics Consultant
Ergonomics Specialist
External Editor
Graphic Designer I
Group Counselling Specialist
Health Care Benefits Review Specialist
Placement Specialist
Production Coordinator
Program Development Specialist
Psychometrist 1
Rehab. Counselling Specialist
Senior Collection Specialist
Senior Schedule 2 Specialist
Senior Technician
Senior Writer
S.L.-1 Technician

Special Needs Consultant
Vocational Rehabilitation Specialist
Worksite Analyst

075 Labour Management Consultant
Rehabilitation Program Specialist
Research Specialist
Reviser
Senior Collection Specialist
Senior Translator
SL-1 Technician
Social Worker
Terminologist
Translator I

SCHEDULE "A"
CLERICAL AND ADMINISTRATIVE SALARY SCALE

Effective October 1, 1991

Salary Grade	Minimum	6 Months	<u>Step 1</u> Further 6 Months	<u>Step 2</u> Further 6 Months	<u>Step 3</u> Further 1 Year	<u>Step 4</u> Further 1 Year	Step 5 Maximum
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001	400.55	409.94	425.59	441.26	----	----	441.26
002	416.67	425.59	442.41	459.23	----	----	459.23
003	443.53	453.60	472.07	490.58	----	----	490.58
004	470.40	480.51	502.25	525.69	----	----	525.69
005	495.29	507.95	529.84	553.93	574.92	----	574.92
006	528.23	542.28	573.97	606.32	638.69	----	638.69
007	572.04	590.89	627.12	652.97	699.59*	----	699.59
008	627.12	647.43	687.01	----	726.64	766.25	766.25
009	673.49	695.25	739.23	----	783.18	827.13	827.13

1. The anniversary date is based on the date the employee commenced on the current job. This may be either the date of hire, or the date of a subsequent transfer.

2. The time periods set out at the top of the columns are reflections of the anniversary date set out in (1).

Notwithstanding paragraph one, where an employee is transferred to a new position in the same salary grade, the anniversary date will not be changed.

3. An employee who is promoted will have his salary adjusted to the next step he would have achieved had he not been promoted, and his future salary progression will thereafter be governed by the time interval for the next higher amount in his new salary grade. In the event that the employee is already at the maximum for that Salary Grade, he will have his salary adjusted to one time interval less on the higher Salary Grade.

This is subject to the employee being paid a salary rate no less than the minimum rate for the new Salary Grade.

*Upon promotion, pay salary rate of \$713.00

SCHEDULE "A"
CLASSIFICATIONS IN THE CLERICAL
AND ADMINISTRATIVE
SALARY SCALE

Salary
Grade

001 Records Control Clerk 3

002 Access File Clerk

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Central Point of Enquiry Clerk
Evening Search Clerk
Final File Clerk
Records Control Clerk 2
Records Control Clerk, Evening Search Group
Transfer Message Clerk
Transfer Message Clerk, Review Services

003 Access File Clerk
Accident Cost Support Clerk
Accident Cost Transfer Clerk II
Charge Out Clerk Floors
Charge Out Clerk Regional
Charge Out Clerk
Clerk Typist
Collection Support Clerk

Data Entry Operator 2
Distributor
Enquiry Data Clerk
FORMS Operator
File Clerk
File Control Clerk
File Control Clerk Review Services
File Flow Control Clerk
Filing Clerk
Filing Clerk 2
Final File Security Clerk
Firm Registration Clerk II
Floor Search Clerk
Imaging Clerk
Indexer Scanner
Investigation Services Clerk
ID & Registration Clerk II
Internal Courier
Internal Courier II
Library Clerk
Mail Clerk
Mail Clerk 2
Mail Delivery Clerk
Mail Messenger
Messenger
Manuals Clerk

Collective Agreement Between WCB & CUPE, Local 1750

Microfiche Clerk II
Microfilm Technician II
Photocopy Clerk
Receptionist
Records Control Clerk
Records Control Clerk I
Records Control Clerk Enquiry Section
Records Control Clerk Payment Services
Records Identification and Registration Clerk II
Records Sort Clerk
Recreation Counter Attendant
Reproducing Machine Operator
Reproducing Machine Operator II
Security File Clerk
Senior Typist
Support Clerk II
Switchboard Operator & Receptionist
Telephone Receptionist

004 A & D Patient Aide
Accounting Clerk
Accounts Payable Clerk
Accounts Receivable Control Clerk
Accounts Receivable Support Clerk
Actuarial Support Clerk
Assessment Control Clerk
Audit Preparation Clerk
Audit Statistics Clerk
Bank Messenger and Clerk
Basic Statistics Coder
Batch Control Clerk
Cash Regional Office Clerk
Central Point of Enquiry Clerk
Cheque File Clerk
Claims Filing Clerk D.R.C.
Clearance Certificate Clerk
Clearance Clerk
Clerk Radiology
Clerk-Physiotherapy
Clinic Receptionist
Computer Output Microfilm (Com) Clerk
Contract Guard
Copier Services Clerk
D.M.S. Switchboard Operator
Dark Room Aide

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Data Entry Clerk
Data Entry Operator
Data Entry Operator I
Data Preparation Clerk
Direct Deposit Clerk
Elections Clerk
Executive File System Support Clerk
File Control Clerk W.C.A.T.
General Telephone Enquiry Switchboard Operator
General Enquiry Telephone Clerk
General Office Clerk
High Speed Copier/Duplicator Operator
ID & Registration Clerk I
Input-Output Control Clerk
Internal Courier
Key Operator
Mail Clerk I
Main Floor Receptionist

Medical Records Clerk
Microfiche Clerk
Microfiche Clerk I
Microfiche Firm File Clerk
Microfilm Enquiry Clerk
Microfilm Technician I
Microfilm Update Clerk
Mining Statistic Coder
Occupational Disease Coder
Operational Policy Distribution Clerk
Orthopedic Shoeshop Clerk
Payment Services Support Clerk
Pensions Clerk
Pension Typist
Printing & Stationery Clerk
Processing Control Clerk
Production Clerk
Program & Operating Statistics Clerk
Receipts Clerk
Reception Enquiry Clerk
Receptionist
Receptionist Clerk DRC
Receptionist-File Clerk D.R.C.
Receptionist Ground Floor
Receptionist/Typist
Records Control Clerk Special Search

Collective Agreement Between WCB & CUPE, Local 1750

Records Identification and Registration Clerk I
Reproducing Machine Operator I
Revenue Clearance Clerk
Search Clerk
Search/Records Clerk
Second Injury Transfer Clerk II
Security Support Clerk
Senior Internal Courier
Senior Mail Delivery Clerk
Senior Messenger
Senior Typist
Silicosis Statistics Coder
Special Search Clerk
Statistical Coder
Statistical Support Clerk
Stenographer
Support Clerk
Support Clerk - Building Operations

Support Clerk/Finisher
Support Clerk O.H.S.E.A.
Support Clerk - P.V.R.C.
Support Clerk Records
Switchboard Operator
Telephone Console Op. Receipt
Telephone Console Operator
Treatment Program Clerk
Word Processing Operator

005 A & D Receptionist Clerk
Accident Cost Corrections Clerk
Accident Cost Transfer Clerk I
Accounts Payable Analyst
Accounts Payable Clerk
Agency Registration Clerk
Arbitrary Assessment Clerk
Assessment Clerk
Assessor Coder
Billing Clerk
Branch Receptionist Counsellor
Building Operations Support Clerk
Building Services Clerk
Building Operations Support Clerk
Cashier
Cheque Cancellation Clerk

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Cheque Cancellation Controller
Cheque Distribution Clerk
Cheque File Clerk
Claims Controller
Claims Controller (London)
Claims Liaison Receptionist
Claim Receptionist Counsellor
Collections Support Clerk
Composite Payment Processor
Computer Operator
Courier Clerk
Courier Services Clerk
Direct Deposit Clerk
Exception Handling Clerk II
Expense Account Analyst
Expense Account Clerk
External Delivery Services Clerk
Firm Registration Clerk

Firm Registration Clerk I
Fleet Services Support Clerk
Forms Control Clerk
General Receptionist Counsellor, Client Services
General Office Clerk
Group Leader Collection Support Clerks
Group Leader Investigation Services
Group Leader Records Control Clerks
Health Care Benefits Enq. Clerk Fr.
Health Care Benefits Enq. Clerk
Health Care Benefits Index Clerk
Identification & Registration Clerk I
J.O.B. Controller
J.O.B. Processor
Junior Assessor Coder
Mail Clerk-Machine Operations
Mail Machine Operator
Manual Cheque Controller
Medical Records Technician
Medical Secretary Regional Evaluation Centre
Medical Secretary
Microfilm Reproduction Clerk
N.E.L. Clerk
Occupational Disease Stats. Coder
Operational Stats. Clerk
Operational Stats. Coder

Collective Agreement Between WCB & CUPE, Local 1750

Payment Distribution Clerk
Payment Processor
Payroll Clerk
Pensions Assistant 2
Pensions Coding Clerk
Peripheral Operator
Photocopy/Fax Administrator
Postal Clerk
Post Dated Cheque Clerk
Printer Operator
Program Assistant
Program Support Clerk
Project Administration Clerk
Purchasing Clerk
Receptionist Clerk Community Clinics
Receptionist (Hearings)
Reception Officer
Receptionist Counsellor

Receptionist I.D. & Reg. Clerk 1
Returned Cheque Clerk
Revenue Support Clerk
Schedule 2 Clerk
Secretary
Secretary, Community Clinics
Secretary Pensions
Secretary/Translator
Senior Data Entry Operator
Senior Receipts Clerk
Senior Statistics Coder
Senior Stenographer
Sr. Stenographer, Technical Services - O.D.D.
Senior Mining Statistics Coder
Sr. Processing Control Clerk
Senior Records Control Clerk, App. & Sec. Files
Senior Records Control Clerk Auxiliary Services
Senior Records Control Clerk Floor Search
Senior Records Control Clerk Quality Control & Audit
Senior Records Control Clerk
Sr. Silicosis Statistics Coder
Sr. Word Processing Operator
Statistical Analyst 2
Statistical Clerk
Support Clerk
Support Clerk I

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Support Clerk Building Operations
Switchboard Operator Receptionist (Hamilton)
Systems Information Clerk
Telecommunications Billing Clerk/Secretary
Telephone Inquiry Clerk
Typist Instructor
Word Processing Operator (Medical)
Voc. Rehab. Inquiry Clerk

006 Accident Cost Specialist
Accounts Payable Clerk
Admissions Specialist
Arbitrary Assessment Clerk
Assessor Coder Regional
Assessor 3
Assessor/Coder (French)
Bank Account Analyst
Bank Deposit Specialist

Bank Reconciliation Analyst
Claims Overpayment Specialist
Classification & Collection Specialist
Collection Specialist 3
Collection Specialist
Community Relations Assistant
Control Clerk
Coordinator Medical Secretaries Permanent Disability Section
Data Control Clerk
D.R.C. Security Officer
E.S.P. Clerk
Electric Serv. Technician
Employer Accounts Processing Clerk
Employment Liaison Officer
Exception Handling Clerk
Exception Handling Clerk I
Exposure Information Specialist
Fixed Asset Control Analyst
Fixed Asset Clerk
French Services Clerk
French Translation Clerk
General Ledger Clerk
General Ledger Control Clerk
Group Leader Word Processing Services Section DRC
Group Leader Word Processing Services Section
Group Leader Assessment Control

Collective Agreement Between WCB & CUPE, Local 1750

Group Leader Claims Controllers
Group Leader Inquiry & Update
Group Leader Inquiry Clerks
Group Leader Receipts Clerks
Group Leader Records
Group Leader Statistical Coding
Group Leader Stenographic Support
Group Leader Support Services
Group Leader Word Processing
Group Leader Data Entry Operators
Hearings Scheduler
Information & Coding Specialist
Library Technician
Library Technician D.R.C.
M.I.S. Training & Development Coordinator
Manual Payment and Control Clerk
Manual Payment Clerk
Manuals Distribution & Control Clerk

Medical Consultant's Secretary
Medical Secretary
Member Deposit Services Clerk
N.E.L. Clerk
Network Installer
Payment Controller Rehab.
Payment Specialist
Pensions Assistant I
Physical Network Installer
Processing Clerk
Psychiatric Services Assistant
Public Affairs Proj. Asst.
Receipts Clerk Coordinator
Receptionist Counsellor (Thunder Bay - Temp)
Researcher
Revenue Service Representative
Schedule 2 Specialist
Second Injury Transfer Clerk I
Senior Assessment Clerk
Senior Assessor Coder
Senior Assessor Coder - Client Services
Senior Assessor Coder O.D.D.
Senior Assessor Coder S.V.R.S.
Senior Composite Payment Processor
Senior Medical Records Tech.
Senior Payment Processor

Collective Agreement Between WCB & CUPE, Local 1750

Senior Receipts Clerk
Senior Support Clerk
Sr. Coding and Control Clerk
Sr. Firm Registration Clerk
Senior Records Control Clerk, Special Search
Sr. Records Identification & Registration Clerk
Software Control Clerk
Software Librarian
Support Clerk
Systems Librarian
Tape Librarian
Transportation & Reservation Specialist DRC
Transportation & Reservation Specialist
Vocational Test Examiner
Verification Clerk

007 Accounting Control Analyst
Accounts Payable Control Analyst

Accounts Payable Analyst
Accounts Receivable Analyst
Accounts Receivable Control Analyst
Assessor 2
Asset Control Clerk
Bank Reconciliation Analyst
Cash Disbursement Specialist
Cash Receipts Specialist
Cash Records Control Analyst
Claims Overpayment Recovery
Coordinator of Admissions
Collection Specialist
Collection Specialist 2
Console Operator
Control Analyst
Employer Service Representative 2
Experience Rating Clerk
General Enquiry Advisor
General Ledger Account Analyst
General Ledger Clerk
Group Leader Mail Processing Section
Group Leader Mass Mailing
Group Leader Stationery
Group Leader - Utility Hand
Grp. Coord. ID & Registration
Group Leader Internal Courier Services

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Information & Acct. Maint. Officer
Input Controller ACSIS
Intermediate Console Operator
Manuals Distribution & CTR Specialist
Output Control Clerk
Payment Controller
Payroll Analyst
Payroll Control Analyst
Pensions Calculations Controller
Pensions Master File Controller
Production Coordinator
Program Assistant, Technical Services O.D.D.
Public Affairs Project Assistant
Registration Liaison Officer
Rehabilitation Service Registry Controller
Rehabilitation Service Controller
Revenue Service Representative
Schedule 2 Specialist

Senior Data Control Clerk
Senior Exception Handling Clerk
Senior Processing Clerk
Senior Shipper/Receiver
Senior Tape Librarian
Sr. Accident Cost Transfer Clerk
Sr. Exception Handling Clerk
Sr. Utility-Hand
Treasurer-Staff Association
Verification Clerk

008 Assessor I
Buyer
Buyer Head Office
Claims Overpayment Recovery
Coordinator Special Admissions
Collection Specialist Clearance Certificates
Collection Specialist I
Console Operator
Employer Service Representative
Employer Service Representative I
Financial Statement Clerk
Information & Account Maintenance Officer
Manuals Distribution & Ctr. Clerk
Manuals Distribution & Ctr. Spec.
Medical Statistics Coder Analyst

Collective Agreement Between WCB & CUPE, Local 1750

Senior Console Operator
Statistical Analyst I

009 Buyer, DRC
Console Operator
Safety & Security Officer/Storeskeeper
Safety/Security Officer
Safety/Security Officer, Hamilton
Senior Console Operator - OS

SCHEDULE "A"
TREATMENT SALARY SCALE
Effective October 1, 1991

Salary Grade	Start	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Position Rate Further 1 year	Special Merit Further 1 year
		6 month	6 month	1 year	1 year	1 year	1 year		
055	626.18	649.36	672.58	*	*	*	*	698.66	*
053	791.46	819.13	846.99	874.95	*	*	*	902.96	930.93
052	713.17	739.27	765.35	*	*	*	*	791.46	817.52
051	713.17	739.27	765.35	791.46	*	*	*	817.52	843.62
050	713.17	739.27	765.35	791.46	817.52	*	*	843.62	869.71
049	704.49	721.88	739.27	756.66	776.89	797.21	817.52	837.78	*
048	640.67	658.08	675.46	695.77	716.05	*	*	744.71	781.95**
047	532.46	550.93	571.11	594.32	*	*	*	617.48	*
045	509.68	527.36	545.48	565.28	*	*	*	588.50	*
043	509.68	527.36	545.48	565.28	*	*	*	585.63	*
042	499.54	514.73	532.46	550.93	*	*	*	571.11	*
041	499.54	514.73	532.46	550.93	*	*	*	571.11	*
040	456.25	*	*	*	*	*	*	480.90	*

On Call Nurses - \$20.40 per hour

*Not Applicable

** Radiological Technologists only are eligible for this rate upon completion of twelve months of service at the position rate.

NOTE: Notwithstanding the incremental increase intervals set out above;

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1. Employees to be paid no less than the starting rate of their salary grade.
2. Employees to receive a one step increase upon completion of six months in the salary grade, with another one step increase after a further six (6) months in the salary grade.
3. Thereafter, where applicable, employees to receive an annual increase of one step to the position rate of their salary range.

SCHEDULE "A"
CLASSIFICATIONS IN THE TREATMENT
SALARY SCALE

Salary
Grade

- | | |
|-----|--|
| 041 | P.T. Department Aide
Registered Nursing Assistant |
| 042 | Orderly |
| 043 | E.M.G. Assistant
Hospital Equipment Room Attendant
Thermograph Operator |
| 045 | Occupational Therapy Assistant
Pool Guard
Rehabilitation Assistant |
| 048 | Radiological Technologist
Therapeutic Recreationist
Therapeutic Recreationist Intern |
| 049 | General Duty Nurse
Staff Nurse |
| 050 | Prosthetist |

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- Remedial Gymnast I
- Staff Therapist O.T.
- Staff Therapist P.T.

- 051 EEG/EMG Technician
- Remedial Gymnast 2

- 052 Remedial Gymnast 3

- 053 Clinical Education Specialist
- Research Physiotherapist

- 055 Orthopedic Appliance & Plast. Tech.

SCHEDULE "A"
INDUSTRIAL SALARY SCALE
Effective October 1, 1991

Salary Grade	STARTING RATE		PERMANENT STAFF RATE	
	Weekly	Hourly	Weekly	Hourly
021	424.10	11.31	448.70	11.97
022	450.99	12.03	475.60	12.68
023	466.67	12.44	491.26	13.10
024	486.84	12.98	518.90	13.84
025	496.10	13.23	523.97	13.97
026	506.25	13.50	541.81	14.45
027	518.90	13.84	552.70	14.74
028	531.54	14.17	570.08	15.20
029	552.70	14.74	590.40	15.74
030	604.67	16.12	651.07	17.36
031	665.51	17.75	717.68	19.14
032	694.55	18.52	746.70	19.91

SCHEDULE "A"
CLASSIFICATIONS IN THE INDUSTRIAL
SALARY SCALE

Collective Agreement Between WCB & CUPE, Local 1750

**Salary
Grade**

- 021 Sewing Machine Operator
- 022 Cleaner 2
Hostess
- 023 Freight Elevator Operator
- 024 Utility Hand
- 025 Cleaner I

- 026 Shipper/Receiver
Storeskeeper
Storeskeeper Head Office
Storeskeeper 2
Storeskeeper/Utility Hand
- 027 Cleaner Lead Hand
Locker Room & Pool Attendant
- 028 Groundskeeper
Maintenance Mechanic 2
Storeskeeper I
- 029 Driver
Driver/Courier
Orthopedic Shoemaker 2
Storeskeeper 1 Driver
O.T. Stock Control Clerk
- 030 Business Machines Clerk
Inventory Control Clerk
Maintenance Mechanic I
Painter
Senior Groundskeeper
Stationary Engineer 4th Class
- 031 Carpenter
Orthopedic Shoemaker I

Collective Agreement Between WCB & CUPE, Local 1750

- Plumber
- Press Operator
- Senior Stores Clerk
- Stationary Engineer 3rd Class
- Welder

- 032 Electrician
- Group Leader Printing
- Maintenance Engineer
- Specialist-Orthopedic Footwear

SCHEDULE "A"
PAY EQUITY SALARY SCALE
Effective October 1, 1991

Salary		<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	
<u>Grade</u>	<u>Minimum</u>	<u>6 Months</u>	<u>6 Months</u>	<u>6 Months</u>	<u>1 Year</u>	<u>Maximum</u>

Administer salaries using the rules of the Clerical & Administrative Scale:

301	449.89	459.59	474.68	490.58		490.58
302	448.35	456.87	473.91	490.58		490.58
303	503.95	514.41	532.62	551.22		551.22
313	459.42	469.86	488.07	506.67		506.67
304	519.14	529.58	551.28	574.92		574.92
314	495.82	505.89	527.98	551.22		551.22
306	583.36	597.70	629.46	661.23	693.77	693.77
307	594.21	612.81	649.22	674.79	721.66	721.66

Salary	STARTING RATE		PERMANENT STAFF RATE	
	Weekly	Hourly	Weekly	Hourly
Industrial Scale:				
322	499.12	13.31	523.97	13.97

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SCHEDULE "A"
CLASSIFICATIONS IN THE PAY EQUITY
SALARY SCALE

Salary
Grade

- 301 Records Control Clerk 3
- 302 Central Point of Inquiry Clerk
Evening Search Clerk
Final File Clerk
Records Control Clerk 2
Transfer Message Clerk
- 303 Switchboard Oper. & Recep.
- 304 Basic Statistics Coder
Records ID & Reg. Clerk 1
Word Processing Operator
Word Processor - Area Office
- 306 Classification & Collection Spec.
Collection Specialist 3
Group Leader Data Entry
Group Leader Data Entry Operators
Group Leader Word Proces. Svcs. Sec. H&RC
Group Leader Word Processing
- 307 Collection Specialist 2
- 313 Access Control Clerk
Access File Clerk
Charge Out Clerk
Charge Out Clerk Floors
Charge Out Clerk Regional
File Clerk
File Control Clerk Review Svcs.
Filing Clerk
Final File Clerk
Floor Search Clerk
Imaging Clerk
Investigation Svcs. Clerk

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Records Control Clerk
Records Control Clerk 1
Records ID & Reg. Clerk 2
Records Sort Clerk
Security File Clerk
Support Clerk II
Word Processing Support Clerk

314 Corporate Switchboard Operator
D.M.S. Switchboard Operator
Data Entry Operator
Stenographer
Switchboard Operator
Switchboard Operator/Receptionist (Sudbury)

Telephone Console Op. Recept.
Telephone Console Operator

322 Cleaner 2
Hostess

SCHEDULE B

ELIGIBILITY

An employee who moves between the various levels in the occupational groupings listed below will not be subject to the three (3) month restriction from bidding on a posted vacancy.

Upon initial entry into one of these occupational groupings, an employee will be required to meet the usual provisions of Article 5 Section 3.

The occupational groupings are:

Senior Administrative Salary Scale

Voc. Rehab. Caseworker	071 to
Voc. Rehab. Caseworker	072
Placement Advisor	071 to
Placement Advisor	072

Collective Agreement Between WCB & CUPE, Local 1750

Rehab. Counsellor II 071 to
Rehab. Counsellor I 072

Social Rehab. Counsellor 071 to
Social Rehab. Counsellor 072

Clerical and Administrative Salary Scale

Records Control Clerk III 001 to
Records Control Clerk II 002 to
Records Control Clerk I 003

Records Control Clerk 001 to
Records Control Clerk 002 to
Records Control Clerk 003
(Regional Offices Only)

ID & Registration Clerk II 003 to
ID & Registration Clerk I 004

Pensions Assistant II 005 to
Pensions Assistant I 006

Payment Processor 005 to
Sr. Payment Processor 006

Composite Payment Processor 005 to
Sr. Comp. Payment Processor 006

Medical Stenographer 004 to
Medical Secretary 005

Collection Specialist III 006 to
Collection Specialist II 007 to
Collection Specialist I 008

Collection Specialist 006 to
Collection Specialist 007 to
Collection Specialist 008

Industrial Salary Scale

Orthopedic Shoemaker II 029 to
Orthopedic Shoemaker I 031

Collective Agreement Between WCB & CUPE, Local 1750

Printing Machine Operator II 030 to
Printing Machine Operator I 031

JOB EVALUATION SYSTEM

1. The purpose of this document is to outline the procedures for the description, evaluation and rating of all clerical and administrative jobs within the scope of the Bargaining Unit.
2. The following terms shall be incorporated as a supplement to the current Collective Agreement for the purposes of implementing a weighted point Job Evaluation Program as provided for herein.
3. The objectives of the program are to:
 - (a) provide the basis for establishing an equitable wage structure, and
 - (b) form the foundation from which to measure changes in the job content.
4. All clerical and administrative jobs within the scope of the Bargaining Unit shall be described and evaluated in accordance with the procedures set forth herein.
5. A Job Evaluation Manual containing basic guides for analyzing job requirements as to the several factors of job content shall be established by the parties and attached as Schedule "A" to the Agreement.
6. The basic guides in the Job Evaluation Manual shall be used to rate the level of the job content in each factor by considering the specific requirements of each job in relation to the factor and level definitions and by using as a guide Specimen Job descriptions and evaluations established in accordance with paragraphs, 13, 14, 15 and 16 of this document.
7. In the application of the basic guides in the Job Evaluation Manual the following rules shall apply:
 - (a) It is the job that is under consideration and not the individuals who work on the job. The evaluation measures the relative value of the duties performed without considering skills and abilities of individual employees.
 - (b) Jobs are to be evaluated without regard for existing wage rates.

Collective Agreement Between WCB & CUPE, Local 1750

(c) The evaluation of each job shall take into account the kinds of work performed and the surrounding circumstances when the employee on the job is performing a normal day's work at a normal pace.

(d) The evaluations in each factor shall be made at or above a minimum or "Base" requirement since only the relative ranking of the jobs is to be determined. "Base" covers or assumes certain basic characteristics common to all jobs such as honesty and integrity, adherence to all laws, regulations and rules, normal discretion, ordinary tact, and reasonable care and attention on the job.

8. The Board and the Union shall each appoint a committee of three (3) people to serve on a Joint Job Evaluation Committee. Each party shall designate its own Chairman.

9. The Board and the Union shall each designate a representative to join the Joint Job Evaluation Committee when the Committee cannot reach consensus. Where there is no agreement the matter shall be discussed by the Larger Committee, including the two additional representatives from the parties. Where there is unanimity save of one, the matter shall be taken as agreed. In the absence of agreement, the matter may be referred to the arbitrator herein.

10. Meetings of the Joint Job Evaluation Committee shall be convened at the request of either party.

11. The Union Committee, designated in 8 above, and the Union Representative, designated in 9 above, shall, on application to the Board's Committee Chairman, have reasonable access to the Board's premises for the purpose of carrying out the program, including opportunity for observation of the jobs and discussion of job duties with employees on the job.

12. Two of the Union Committee members designated in 8 above shall be granted leave of absence with pay for a period not to exceed in 12 months, upon application during the phase of the Job Evaluation Program where a manual is developed, Specimen Jobs are selected, descriptions are written and jobs evaluated with the manual. Union members on the Job Evaluation Program shall be assured of a return to their former jobs upon completion, implementation or termination of the program.

13. The Joint Job Evaluation Committee shall select an adequate number of Specimen Jobs which selection shall be ratified by the Union Executive and the Board.

Collective Agreement Between WCB & CUPE, Local 1750

14. Jobs so selected and ratified shall be described and evaluated by the Joint Job Evaluation Committee according to the terms set out herein and when ratified by the Executive of Local 1750 and the Board, shall be attached as Schedule "B" to the Agreement. In the absence of ratification by either party, the matter may be referred to the arbitrator herein.
15. Any job selected and ratified as a Specimen Job on which agreement cannot be reached with respect to description or evaluation shall be removed from consideration as a Specimen Job and shall not be included in the Schedule as a Specimen Job.
16. All jobs other than those finalized as Specimen Jobs shall be described and evaluated in a manner consistent with a conforming to the Specimen Jobs in Schedule "B".
17. All job descriptions and job evaluations shall be prepared on a form to be set forth as Schedule "C" of the Agreement.
- (a) The description shall set forth the identifying information, primary function, machines and equipment used, supervision received or exercised, direction exercised and working procedure.
- (b) The evaluation shall set forth for each of the factors the job content analysis, factor level rating and point value.
18. The procedure for reviewing Specimen Job descriptions shall be:
- (a) The Board Committee will prepare job descriptions for the Specimen Jobs to be evaluated. One copy of each job description shall be submitted to the Union Committee.
- (b) If the description of the Specimen Job as originally submitted is agreed to as being an accurate representation of the job, the Joint Committee Chairmen shall initial two copies. Each Chairman shall retain one copy.
- (c) If the description of the Specimen Job, as originally submitted, is not agreed to as being accurate, the Joint Committee will endeavor to agree on mutually satisfactory changes, and upon reaching agreement:
- (i) the Board Committee shall prepare a new description incorporating such changes as have been agreed to, and

Collective Agreement Between WCB & CUPE, Local 1750

(ii) the Joint Committee Chairmen shall initial two copies of the agreed-to description. Each Chairman shall retain one copy.

(d) If the Joint Job Evaluation Committee is unable to reach agreement on any Specimen Job description, it shall be removed from consideration as a Specimen Job.

19. The procedure for reviewing Specimen Job evaluations shall be:

(a) Following agreement on the Specimen Job descriptions, the Joint Job Evaluation Committee shall prepare preliminary ratings of the job content of the Specimen Jobs in the factors and factor levels using the draft Job Evaluation Manual.

(b) The Joint Job Evaluation Committee shall revise and/or validate the factors, and factor level definitions and factor level point values as necessary to achieve mutual agreement on a Job Evaluation Manual.

(c) The Joint Job Evaluation Committee shall revise the factor level ratings of the Specimen Jobs to conform to the final definitions of the Job Evaluation manual.

(d) If the Joint Job Evaluation Committee is unable to agree to the factor level rating for any Specimen Job, it shall be removed from consideration as a Specimen Job.

20. The Board Committee shall prepare copies of the agreed to Specimen Job descriptions and evaluations on the approved form. The Joint Committee Chairmen shall each sign two (2) copies. Each Chairman shall retain one (1) copy.

21. The Joint Job Evaluation Committee will submit the agreed to Job Evaluation Manual as tested by the Specimen Job descriptions to the executive of local 1750 and the Board for approval. In the absence of approval by either party, the matter may be referred to the arbitrator herein.

22. The procedure for reviewing job descriptions for jobs other than Specimen Jobs shall be:

Collective Agreement Between WCB & CUPE, Local 1750

(a) The Board Committee will prepare the job descriptions for the jobs to be evaluated. One copy of each description shall be submitted to the Union Committee.

(b) If the description of the job, as originally submitted, is agreed to as being an accurate representation of the job, the Joint Committee Chairmen shall each initial two copies. Each Chairman shall retain one copy.

(c) If the description of the job, as originally submitted, is not agreed to as being accurate, the Joint Job Evaluation Committee will endeavor to agree on mutually satisfactory changes and, upon reaching agreement:

(i) the Board Committee shall prepare a new description incorporating such changes as have been agreed to, and

(ii) the Joint Committee Chairmen shall initial two copies of the agreed to job description. Each Chairman shall retain one copy.

(d) If the Joint Job Evaluation Committee is unable to reach agreement on a job description, it shall be referred to the Larger Committee designated in 9 above and who shall endeavor to agree on mutually satisfactory changes as necessary for the job description to be an accurate representation of the

duties assigned to the job. If agreement is reached, the procedure outlined in (c)(i) and (ii) above, shall be followed.

(e) If the Larger Committee is unable to reach agreement on a job description referred to them, they shall notify the parties within ten (10) working days. The accuracy of the description shall then become arbitrable and may be submitted to arbitration herein on receipt by the parties of written notice that the Board and Union Representatives are unable to reach agreement.

23. The procedure for reviewing job evaluations for jobs other than Specimen Jobs shall be:

(a) Following agreement on the job descriptions, the Joint Committee shall rate all additional jobs according to the factors and degrees of the approved Job Evaluation Manual.

(b) If the proposed evaluation of the job is agreed to:

Collective Agreement Between WCB & CUPE, Local 1750

- (i) the Board Committee shall prepare copies of the agreed to job description and evaluation on the approved form, and
- (ii) the Joint Committee Chairmen shall each sign two copies. Each Chairman shall retain one copy.
- (c) The Joint Job Evaluation Committee will endeavor to agree on mutually satisfactory changes in the factor level ratings. If agreement is reached, the procedure in (b)(i) and (ii) above shall be followed.
- (d) If the Joint Job Evaluation Committee is unable to reach agreement on a job evaluation, it shall be referred to the Larger Committee designated in 9 above and it shall endeavor to agree on mutually satisfactory changes to the factor level ratings. If agreement is reached, the procedure outlined in (b)(i) and (ii) above shall be followed.
- (e) If the Larger Committee is unable to reach agreement on a job evaluation referred to them, they shall notify the parties within ten (10) working days. The disputed factor level ratings shall then become arbitrable and may be submitted to arbitration as set forth in 22(e) above on receipt by the parties of written notice that the Board and the Union Representatives are unable to reach agreement.

24. Job descriptions and evaluations agreed to by the Joint Job Evaluation Committee, or the Larger Committee or established by arbitration, shall continue in effect unless:

- (a) The content of the job changes;
- (b) The job is terminated or not occupied during a consecutive period of one year; or
- (c) The description and evaluation is changed by mutual agreement of the Board and the Union.

Joint Committee to Make Recommendations

25. The Joint Job Evaluation Committee shall recommend to the executive of Local 1750 and the Board appropriate point value ranges for establishing Grades to be used in the implementation of the job evaluations developed in the Job Evaluation Program.

Collective Agreement Between WCB & CUPE, Local 1750

26. On or before the completion of this portion of the Job Evaluation Program, the parties shall meet and negotiate a Wage Implementation Agreement, which will form part of the Collective Agreement, for the purpose of installing, and for establishing, procedures for the continuing maintenance of the Program. Failing agreement, the issue on the Wage Implementation Agreement shall be referred to the arbitrator herein.

27. The terms of this document shall continue in full force and effect until superseded by a Wage Implementation and Maintenance Agreement.

28. Prior to the implementation of a Wage Implementation Agreement, the arbitrator shall remain seized to deal with all issues in dispute between the parties relating to the above matters and any other matter ancillary to the Job Evaluation Program.

The following Letters of Agreement are attached to, but do not form part of the Collective Agreement.

- 1Professional Association Fees Program
- 1Employees Above Maxima in Senior Administrative Salary Scale
- 1Tuition Assistance Plan
- 1Transfer of Pension Credits
- 1Pregnant Employees Working on Visual Display Terminals
- 1Supervisors and Bargaining Unit Work
- 1Proficiency Levels for Additional Language Payment
- 1Ad Hoc Committee - Employment Equity and Human Rights
- 1Feasibility Study - Four Day Work Week
- 1Ad Hoc Committee - Study Health and Safety in Travelling to and from Home
- 1Employees Elected as Stewards & Officers of the Union

Collective Agreement Between WCB & CUPE, Local 1750

June 10, 1994

Mr. F. Mucci
President
Canadian Union of Public Employees
Local 1750
2600 Skymark Ave.
Unit 102, Bdg. 4
Mississauga, Ontario
L4W 5B2

Dear Mr. Mucci:

Collective Agreement Between WCB & CUPE, Local 1750

This will confirm the Employer's practice under our Professional Association Fees program. The Employer reimburses an employee for the cost of membership in "professional" organizations. The membership must be actively used by the employee and directly related to the duties at the Board.

Whether or not the word "professional" is appropriate, the associations covered in the Bargaining Unit are:

- 1National Association of Hospital Purchasing Management
- 1Association of Remedial Gymnasts
- 1Canadian Association of Medical Records Librarians
- 1Canadian Association of Occupational Therapists
- 1Canadian Association of Rehabilitation Personnel
- 1Canadian Physiotherapy Association
- 1Ontario Association of Professional Social Workers
- 1Ontario Psychological Association
- 1Ontario Health Record Association
- 1Ontario Society of Occupational Therapists
- 1Ontario Society of Radiological Technologists
- 1Registered Nurses Association of Ontario
- 1Canadian Credit Institute
- 1Toronto Credit Women International
- 1Canadian Psychological Association
- 1Ontario Recreation Society

- 1Industrial Trade Licenses (for the purpose of satisfying job requirements)
- 1Canadian Association of Electro Encephalograph
- 1Association of Electro Myography
- 1Canadian Guidance & Counseling Association

Yours truly,

Bruce Homer
Manager
Employee Relations

Collective Agreement Between WCB & CUPE, Local 1750

June 10, 1994

Mr. F. Mucci
President
Canadian Union of Public Employees
Local 1750
2600 Skymark Ave.
Unit 102, Bdg. 4
Mississauga, Ontario
L4W 5B2

Dear Mr. Mucci:

Collective Agreement Between WCB & CUPE, Local 1750

This will confirm the Employer's undertaking which is set out in the Memorandum of Agreement signed on August 18, 1977.

The undertaking is that an employee who, as a result of the new Senior Administrative Salary Scale (with its adjusted maxima), is above the new maxima will, until promoted to a higher salary grade, receive the full general increase negotiated in the future for his present job and salary grade. This does not apply to the existing red circle employees or the red circle practice.

Yours truly,

Bruce Homer
Manager
Employee Relations

June 10, 1994

Mr. F. Mucci
President
Canadian Union of Public Employees
Local 1750
2600 Skymark Ave.
Unit 102, Bdg. 4
Mississauga, Ontario
L4W 5B2

Dear Mr. Mucci:

Collective Agreement Between WCB & CUPE, Local 1750

This will confirm that the Employer will continue the Tuition Assistance Plan during the lifetime of this Agreement.

Yours truly,

Bruce Homer
Manager
Employee Relations

June 10, 1994

Mr. F. Mucci
President
Canadian Union of Public Employees
Local 1750
2600 Skymark Ave.
Unit 102, Bdg. 4
Mississauga, Ontario
L4W 5B2

Dear Mr. Mucci:

Collective Agreement Between WCB & CUPE, Local 1750

RE: Reciprocal Agreements Regarding Transfer of Pension Credits

The Workers' Compensation Board, Ontario has reciprocal agreements with the following:

- 1) Central Mortgage & Housing Corp.
- 2) Hospitals of Ontario Pension Plan
- 3) Ontario Teacher's Superannuation Plan
- 4) The Government of Alberta Public Service Pension Board
- 5) Public Service Superannuation Act (Federal)
- 6) Public Service Superannuation Act (Ontario)
- 7) Ontario Municipal Employee's Retirement Board

These agreements provide for a transfer of funds in respect of pensionable service and, in addition, we have arrangements with Ontario Government to transfer vacation and attendance credits, subject to the limitations of the Ontario Vacation and Attendance Credit Plans.

We are also prepared to consider "ad hoc" arrangements concerning transfers provided in Subsection 6 and 7 of Section 73 of the Workers' Compensation Act.

Yours truly,

Bruce Homer
Manager
Employee Relations

June 10, 1994

Mr. F. Mucci
President
Canadian Union of Public Employees
Local 1750
2600 Skymark Ave.
Unit 102, Bdg. 4
Mississauga, Ontario
L4W 5B2

Dear Mr. Mucci:

Collective Agreement Between WCB & CUPE, Local 1750

This will confirm the agreement reached by the parties with respect to an employee who is pregnant and who works on a visual display terminal (V.D.T.).

The Employer has investigated into the matter of V.D.T.'s in detail and on the basis of all available data is satisfied that no harmful radiation hazards exist from the use of V.D.T.'s.

However, on the basis of peace of mind for the employee who is pregnant and requests to

be removed from a V.D.T., the Employer will temporarily assign the employee to another

position or suitable available work until the commencement of her maternity leave. Her salary level will be protected during this temporary assignment.

For the purpose of reinstatement under Article 16.7 (a) "her previous position" shall mean

the position she occupied immediately prior to the temporary transfer mentioned in the foregoing. Where placement in that position is not practical, the alternative arrangements

as specified in that section will apply.

It is understood and agreed that the provisions of Article 5 of the Collective Agreement with respect to the position to which the employee is temporarily assigned will be delayed until such time as the assignment under this agreement is completed.

The above arrangement is agreed upon without prejudice to the rights of the parties to raise issues of the same or similar nature in the collective bargaining process.

Yours truly,

Bruce Homer
Manager
Employee Relations

June 10, 1994

Mr. F. Mucci
President

Collective Agreement Between WCB & CUPE, Local 1750

Canadian Union of Public Employees
Local 1750
2600 Skymark Ave.
Unit 102, Bdg. 4
Mississauga, Ontario
L4W 5B2

Dear Mr. Mucci:

This will confirm our earlier statement to you that it is not the Employer's intention that supervisors work overtime to perform work regularly done by members of the Bargaining Unit.

Yours truly

Bruce Homer
Manager
Employee Relations

June 10, 1994

Mr. F. Mucci
President

Collective Agreement Between WCB & CUPE, Local 1750

Canadian Union of Public Employees
Local 1750
2600 Skymark Ave.
Unit 102, Bdg. 4
Mississauga, Ontario
L4W 5B2

Dear Mr. Mucci:

This is to confirm that in identifying positions that require the use of a language other than English for purposes of the Additional Language Payment, when looking at the three skills of reading, writing and oral interaction, the levels of proficiency required will be as outlined on the attached pages.

Yours truly,
Bruce Homer
Manager
Employee Relations

B LEVEL OF PROFICIENCY

READING

This level requires the capacity to read and grasp the meaning of all correspondence including lay and medical reports related to the position and most other related reading

Collective Agreement Between WCB & CUPE, Local 1750

with minimal vocabulary problems. Some specialized vocabulary may not be understood exactly but with repeated exposure will be learned.

Examples:

1 reviewing thoroughly the employer's, employee's and doctor's reports to assess the validity of a claim

1 reading briefs and documents submitted by outside groups or agencies

WRITING

This level requires the ability to write detailed letters and reports related to the position and to most other situations with few grammar and spelling problems.

Examples:

1 writing letters to union representatives, MPP's etc. regarding claim status

1 written explanation of assessment costs

1 writing referral letter for worker to specialist giving medical history

ORAL INTERACTION

This level requires the ability to comprehend the average conversation or speech with minimal difficulty. The employee is able to participate fully in most conversations with minimal vocabulary problems. There may be some hesitation or trace of the mother tongue when speaking but these will be acceptable to Francophone listeners.

Examples:

1 taking a detailed statement from an injured worker over the phone or in person

1 giving speeches to local interest groups and answering questions

1 conducting meetings with outside groups

C LEVEL OF PROFICIENCY

READING

This level requires the capacity to grasp the general meaning of routine correspondence

Collective Agreement Between WCB & CUPE, Local 1750

in
order to direct it to the appropriate area.

Examples:

1 sorting or coding mail

1 reviewing accident reports received in person to ensure that the form has been completed

WRITING

This level requires the ability to write standard (from prepared text) letters related to the position with only occasional problems in grammar and spelling. Correspondence varying from the standard reply will need review prior to mailing.

Examples:

1 returning worker's prescription receipts requesting further information

1 sending the worker a photocopy of the claim file with a covering letter

1 writing basic instructions or simple directions upon request

ORAL INTERACTION

This level requires the ability to understand discussions about familiar or routine subjects with only occasional difficulty.

The employee is able to converse about familiar subjects but will make occasional grammar mistakes. The employee will perform best in a one-to-one situation, and will be able to take part in some group discussions.

Example:

1 answering inquiries at a reception desk

1 answering telephone inquiries

1 admitting and discharging patients at D.R.C.

July 3, 1992

Collective Agreement Between WCB & CUPE, Local 1750

Mr. F. Mucci
President
Canadian Union of Public Employees
Local 1750
2600 Skymark Ave.
Unit 102, Bdg. 4
Mississauga, Ontario
L4W 5B2

Dear Mr. Mucci:

This will confirm that the parties have agreed to form an ad hoc joint committee which will meet during the life of the 1991-1992 Collective Agreement.

This committee will review the Collective Agreement to determine those areas that may have potential conflict with Employment Equity and Human Rights legislation. The committee will also identify those areas where the Collective Agreement language can be made gender neutral.

At the conclusion of the review, the committee will report to its principals.

Yours truly,

Bruce Homer
Manager
Employee Relations

July 3, 1992

Collective Agreement Between WCB & CUPE, Local 1750

Mr. F. Mucci
President
Canadian Union of Public Employees
Local 1750
2600 Skymark Ave.
Unit 102, Bdg. 4
Mississauga, Ontario
L4W 5B2

Dear Mr. Mucci:

The Employer and the Union agree to conduct a study during the term of this Collective Agreement regarding the feasibility of expanding the practice of four (4) day work week and other arrangements regarding hours of work.

A committee shall be established which shall consist of three (3) representatives from the Employer and three (3) representatives from the Union.

The committee shall submit its report together with any recommendations to its respective principals by September 1, 1992.

Yours truly,

Bruce Homer
Manager
Employee Relations

Collective Agreement Between WCB & CUPE, Local 1750

July 3, 1992

Mr. F. Mucci
President
Canadian Union of Public Employees
Local 1750
2600 Skymark Ave.
Unit 102, Bdg. 4
Mississauga, Ontario
L4W 5B2

Dear Mr. Mucci:

This will confirm the agreement of the parties made during negotiations for a renewal Collective Agreement commencing October 1, 1991, on the subject of employee safety while traveling to and from work.

Within ninety (90) days of the date of signing of the renewal Collective Agreement, the Employer and the Union agree to meet in order to establish an ad hoc joint committee which shall examine and report on the issues of employee safety while traveling to and from work.

Yours truly,

Bruce Homer
Manager
Employee Relations

Collective Agreement Between WCB & CUPE, Local 1750

June 10, 1994

Mr. F. Mucci
President
Canadian Union of Public Employees
Local 1750
2600 Skymark Ave.
Unit 102, Bdg. 4
Mississauga, Ontario
L4W 5B2

Dear Mr. Mucci:

Re: Employees Elected as Stewards and Officers of the Union

The purpose of this statement is to develop and maintain a harmonious relationship between the Employer and the Union. It is also intended to confirm the process which will enable an employee to fulfill his/her duties to the Employer while performing the duties of elected office with the Union. It is on this basis that the following is set out.

1 Upon written notification from the Union that an employee has been elected as a Steward or Officer of the Union, Employee Relations will advise the employee's manager and ensure that the following principles and practices are adhered to.

1 The manager will recognize that a Steward or Union Officer has a responsibility to the Union and its members as well as the Employer.

1 In all absences from work for Union duties, employees must obtain permission from their manager and such permission will not be unreasonably withheld.

1 Employee Relations and the manager will recognize that when an employee is elected as a Steward or an Officer of the Union, a new relationship develops between the Employer and the employee that encompasses the maintenance of a harmonious relationship between Employer and the Union.

1 Where modifications are necessary, the following alternatives shall be acted upon:

- (a) redistribution or modification of workload;
- (b) the addition of temporary staff; and
- (c) upon agreement of the employee, transfer to a less sensitive position, with no loss of pay or penalty.

Collective Agreement Between WCB & CUPE, Local 1750

6. The Employer will ensure in the interest of maintaining harmonious relations with the Union that operations managers and administrators will be briefed on the content of this document on an ongoing basis.

7. The Employer will recognize and ensure that managers understand that time off work for Union duties will not be construed in performance appraisals or evaluations as “time away from work”.

Yours truly,

Bruce Homer
Manager
Employee Relations

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