

WSIB
ONTARIO
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Workplaces Safer &

Professionnels assurés
contre les accidents du travail

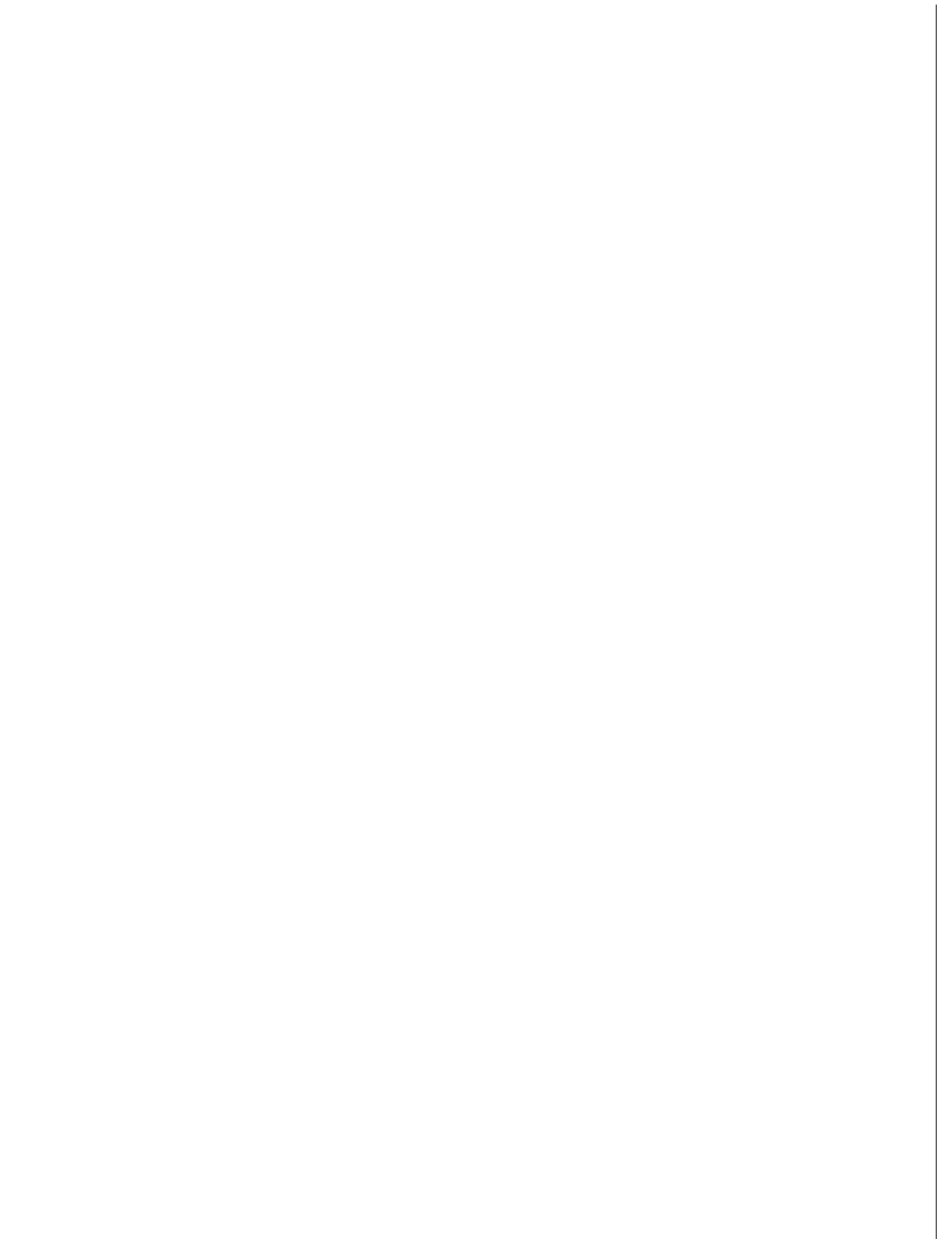


Canadian Union
of Public Employees

Syndicat Canadien de la
Fonction Publique

Collective Agreement

06723(10)



COLLECTIVE AGREEMENT

Between:

**CANADIAN UNION OF PUBLIC EMPLOYEES,
LOCAL 1750**

And

**THE WORKPLACE SAFETY & INSURANCE
BOARD**

APRIL 1, 2002 to MARCH 31, 2005

TABLE OF CONTENT

PREAMBLE AND PURPOSE	3
ARTICLE 1	4
RECOGNITION	4
ARTICLE 2	7
NEW EMPLOYEE INFORMATION	7
ARTICLE 3	8
PROBATIONARY PERIOD.....	8
ARTICLE 4	9
SENIORITY	9
ARTICLE 5	11
RECRUITMENT, SELECTION, REASSIGNMENTS & TRANSFERS.....	11
ARTICLE 6	21
ORGANIZATIONAL/TECHNOLOGICAL CHANGE.....	21
ARTICLE 7	30
HOURS OF WORK / OVERTIME / SHIFT PREMIUM	30
ARTICLE 8	38
TRAVEL AND EXPENSES	38
ARTICLE 9	41
HEALTH, SAFETY AND VISUAL DISPLAY TERMINALS.....	41
ARTICLE 10	42
PAID HOLIDAYS.....	42
ARTICLE 11	43
VACATION.....	43
ARTICLE 12	46
GRIEVANCE PROCEDURE.....	46
ARTICLE 13	51
DISCIPLINE AND DISCHARGE	51
ARTICLE 14	52
JOINT COMMITTEE.....	52
ARTICLE 15	53
ATTENDANCE CREDITS.....	53
ARTICLE 16	55
LEAVE OF ABSENCE.....	55

ARTICLE 17	62
LEAVE OF ABSENCE FOR UNION ACTIVITIES.....	62
ARTICLE 18	65
PAYMENT OF WAGES AND ALLOWANCES.....	65
ARTICLE 19	70
PILOT PROJECTS.....	70
ARTICLE 20	71
CHECK OFF OF UNION DUES.....	71
ARTICLE 21	72
EMPLOYEE BENEFITS.....	72
ARTICLE 22	74
CONTRACT EMPLOYEES.....	74
ARTICLE 23	76
NO DISCRIMINATION/HARASSMENT.....	76
ARTICLE 24	77
GENERAL.....	77
ARTICLE 25	81
TERM OF AGREEMENT.....	81
APPENDIX 1	82
RECRUITMENT & SELECTION PROCESS.....	82
APPENDIX 2	84
PERMANENT OFFICE CLOSURE.....	84
APPENDIX 3	85
EMPLOYEE BENEFIT PLANS.....	85
APPENDIX 4	100
JOINT INSURANCE BENEFITS REVIEW COMMITTEE.....	100
APPENDIX 5	103
INCLUSION/EXCLUSION FORM.....	103
SCHEDULE "A"	104
SALARY RULES	113
LETTERS OF AGREEMENT	122

THIS AGREEMENT made this 4th day of April 2002.

Between:

**Canadian Union Of Public Employees, Local 1750
(Hereinafter referred to as the “Union”)**

and:

**The Workplace Safety & Insurance Board, Ontario
(Hereinafter referred to as the “Employer”)**

PREAMBLE AND PURPOSE

The Workplace Safety and Insurance Board serves workers, their families, and the employers in the Province of Ontario. Both the Employer and CUPE Local 1750 acknowledge the three corporate imperatives of Health and Safety, Customer Satisfaction and Financial Security.

To promote efficient and effective public service, the Employer and Union recognize they have a mutual interest in, and an obligation to maintain and enhance a constructive, cooperative relationship. Therefore, this agreement between the Employer and the Union is formed to provide:

- (a) Satisfactory working conditions and terms of employment for all employees who are subject to this agreement,
- (b) A forum for proactive discussion on matters of concern, and
- (c) A procedure for the prompt and equitable resolution of grievances.

ARTICLE 1

RECOGNITION

- 1.01 The Employer recognizes the Canadian Union of Public Employees Local 1750 as the exclusive bargaining agent for all 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 When the Employer intends to create a new job or modify an existing job, and the job is to be excluded from the Bargaining Unit, the Employer will follow the process below:

(a) Information Provided

The job description and attached explanation sheet (see Appendix 5) will be e-mailed to each of the three below, or an alternate form of written communication if system problems should occur.

- CUPE Local 1750 – Mississauga Office (E-mail: cupe1750@web.net)
- CUPE Local 1750 designate
- Labour Relations Branch (Administrator) or designate

(b) Meeting With Labour Relations Manager (or designate)

Where information has been provided under (a) above and the Union wishes to dispute or seek a better understanding of the exclusion of a specific job(s), the Union designate will formally communicate to the Manager of Labour Relations (or designate) the need for a meeting. This meeting may include operating management representative(s) and will take place as soon as possible after the information is provided under point (a) above.

Notwithstanding the pending meeting, management may, at their discretion, post and fill the disputed job. However, the Union's rights are not in any way restricted by this action.

(c) Dispute Process - Choices

Where there is no agreement as to whether the job is to be NBU or BU by the end of the meeting with the Manager of Labour Relations (or designate) and the Union designate, the disagreement will be processed as outlined below:

- (i) Where agreed to by both parties, refer the issue to a mutually agreed third party (arbitrator) for a final and binding decision, or
- (ii) Refer the issue to the Grievance Settlement Board (GSB) or Labour Relations Board for a final and binding decision.
- (iii) The parties recognize that the fifteen (15) working day timeframe specified in Article "12.07 – Arbitration" will apply for referring a dispute to either the Labour Relations Board, GSB or third party arbitration. The fifteen (15) working days will commence on the day after the information is received.

(d) Mutually Agreed to Third Party Arbitration – Process

Disputes submitted to third party arbitration will be administered in the manner outlined below. Mutually agreed upon Arbitrators will have all the powers of a grievance arbitrator under the Labour Relations Act.

- (i) The dispute will be referred to one of the mutually agreed to third party arbitrators (chosen at random), for a final and binding decision.
- (ii) A hearing before the arbitrator will be convened within five (5) working days of receiving the request under (i) above.
- (iii) Hearings will allow both parties to present their case. Case presentations will take no longer than three and one half (3.5) hours (1/2 day) for each party. Both sides will present their cases on the same day.
- (iv) On completion of the hearing the arbitrator will issue a written decision within five (5) working days. The decision will be copied to each party.
- (v) To minimize costs to both parties, arbitration hearings will be convened wherever possible, on WSIB premises.
- (vi) A dispute heard in one forum cannot then be retried in the other form.

(e) **List of Arbitrators**

Two appointed representatives (one from WSIB and the other from CUPE) will mutually agree to the arbitrators that will hear disputes under this Article. The representatives will also mutually agree upon fee schedule(s) and other administrative processes needed to ensure timely decisions. The list of mutually agreed to arbitrators will have a minimum of 10 names.

The costs of administering the arbitration process will be equally shared between CUPE & WSIB.

- 1.03 Any question as to whether a person is an employee may be referred to the Ontario Labour Relations Board and its decision thereon is final and binding for all purposes.
- 1.04 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 will include the numbers of employees in each bargaining unit job classification and salary grade.

It is understood that the charts represent the status of the organization 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.

- 1.05 The Union will have the right to have the assistance of a National Representative(s) of the Canadian Union of Public Employees in all meetings with the Employer.

ARTICLE 2

NEW EMPLOYEE INFORMATION

- 2.01 Every month, the Union will be notified in writing **of** the name, status, work location and job title of each employee entering or leaving the Bargaining Unit.
- 2.02 The Employer will provide each newly hired probationary or contract employee in the Bargaining Unit with:
- (a) A copy of the Collective Agreement.
 - (b) Notice **of** their classification and/or position title, salary scale and grade, and applicable rate of pay.
 - (c) In addition, contract employees will receive notice of their work location and the anticipated duration of their employment.
- 2.03 As part of an employee orientation program, the Employer will provide up to 30 minutes for a meeting with a union representative.

ARTICLE 3

PROBATIONARY PERIOD

3.01 Probation

- (a) A newly hired employee into a job at or below salary grade 830 will be on probation for a period of three (3) months from their date of hire.
- (b) A newly hired employee into a job at salary grade 835 up to and including 855 will be on probation for a period of six (6) months from their date of hire.
- (c) A newly hired employee into a job at or above salary grade 860 will be on probation for a period of nine (9) months from their date of hire.

3.02 Reduction of Probationary Period For Contract Employees

The probation period will be reduced if a contract employee becomes a permanent employee. This will only apply if the contract work is similar to the permanent work.

Credit towards the standard six month period will be given, to a maximum of one-half (1/2) the probationary period, for each day worked with the employer during the last 12 months.

3.03 Permanent Status Notification

The employer, on a quarterly basis, will provide the Union with a list identifying those employees who will attain permanent staff status during the upcoming quarter.

ARTICLE 4

SENIORITY

4.01 Accrual of Seniority

(a) Probationary Period

Only an employee who has successfully completed their probationary period has seniority. On successful completion of the probationary period, an employee will be credited with seniority from the most recent date of hire into the bargaining unit, subject to 4.01(d).

(b) Entered before June 16, 1998

The seniority date for all members of the bargaining unit will be the employee's latest date of hire with the employer, including contract employment immediately prior to permanent employment, subject to Article 22 (g).

(c) Entered on or after June 16, 1998

Effective June 16, 1998, any new employee or non-bargaining unit individual entering a position within the bargaining unit will accumulate seniority from the most recent date of hire into the bargaining unit. The individual's length of service with regards to pension/ benefits will not be changed.

(d) Prorating; part time

Effective July 20, 1998, part-time and contract employees will accumulate all subsequent seniority on the basis of actual time worked with the understanding that 1885 hours worked is equivalent to one year of seniority.

(e) Positions in dispute -- GSB 1029/94

Any individual whose position is in dispute due to the implementation of GSB decision 1029/94 will receive seniority credit for all continuous Board service should their position be deemed suitable for inclusion in the bargaining unit.

(f) Inclusions

Individuals in non bargaining unit positions, which are later determined to be bargaining unit positions, will be credited with seniority for continuous service in that position, and with seniority for any continuous service in the bargaining unit immediately prior to occupying the excluded position.

4.02 No Accrual of Seniority

Seniority will not accrue during periods of Layoff or after the 60th working day of a General Unpaid Leave.

4.03 Loss of Seniority

An employee will lose seniority if they:

- (a) are discharged and the discharge is not subsequently reversed through the grievance/arbitration process
- (b) voluntarily terminate employment
- (c) retire on pension
- (d) permanently transfer out of the bargaining unit

4.04 Seniority List

The employer will maintain a seniority list showing the seniority **of** each employee. An up-to-date list will be sent to the Union with sufficient copies for all stewards and a copy shall be posted on all bulletin boards in March and September of each year.

4.05 Same Seniority Date - Tie Breaking Rules

Where two or more employees have the same seniority date, the following hierarchy will be used to determine who has greatest seniority.

- (a) Take the month and day (but not year) of the birthday of the employees and the employee with the later birthday would have the greatest seniority (e.g., as between March 21 and April 1, the second employee would have seniority). If this does not break the tie, then;
- (b) Add up the last six numbers of the employee's social insurance numbers and the employee with the highest number would have the greatest seniority (e.g., as between 123 456 789 (sum = 39) and 987 654 321 (sum = 21), the first employee would have seniority). If this does not break the tie, then;
- (c) Coin Flip with the employee who guesses correctly being the most senior.

ARTICLE 5

RECRUITMENT, SELECTION, REASSIGNMENTS & TRANSFERS

Statement of Intent

To support the WSIB's principle of recruitment from within, and in recognition of the value to the organization of its employees, the parties agree to recognize knowledge, skills and abilities obtained through employment at the WSIB, and will promote internal development of skills essential to the success of the business.

This Article will be used when filling:

- e a newly created position
- e a vacancy of a permanent position
- e a vacancy of a temporary nature
- e a subsequent vacancy created by a temporary assignment
- e a temporary reassignment
- e anticipated vacancies via "planned recruitments" for large incumbent positions such as Customer Service Representatives, Account Managers, Adjudicators and any other BU jobs as agreed to by the parties.

5.01 Order of Consideration for Vacancies

(a) Priority Placements

First consideration for filling any vacancy will be given to employees:

- who are unable to perform their normal duties due to a medically documented handicap or diminished capacity, or,
- whose position is made redundant by organizational or other changes (see Article 6), including those who have displaced contract employees.

Second consideration for filling any vacancy will be given to employees who have been:

- affected by organizational or other changes (see Article 6) and placed, with Income Protection, into a job at a lower salary grade or,
- laid off and are exercising their right to recall.

In order of seniority, employees will be offered placement into vacancies for which they meet the established minimum requirements, at or below their current salary grade.

Where suitable vacancies do not exist for handicapped employees, the matter will be discussed between the parties.

Employees whose job is declared redundant will be afforded retraining as noted in Article 6.

(b) Applicants

Where the vacancy continues to exist, applicants will be considered in this order:

- (i) permanent employees with seniority, then,
- (ii) eligible contract employees, then,
- (iii) contract employees with less than 9 months of continuous service in the same job, then,
- (iv) all other applicants

i.02 Recruitment & Selection

See Appendix 1 for the chart illustrating the process for filling a vacancy.

(a) Recruitment
Notice of Vacancies

All vacancies will be posted on designated bulletin boards province-wide for not less than five (5) consecutive working days. In most cases, vacancies will be posted for ten (10) consecutive working days. All vacancies will be posted as full-time.

Information contained in a posting:

All postings will include:

- Opening date
- e Closing date and time
- e Job title
- Salary grade
- Minimum & maximum rate of pay
- Number of vacancies (actual or anticipated)
- Permanent or temporary vacancy (with duration)
- Geographic location
- e Hours of work (regular, irregular, variable)
- e Job profile (major duties and responsibilities)
- Established minimum requirements
- Duration and location of formal initial training
- Travel requirements
- e Where to obtain a job description
- Where to obtain and submit an application (name, phone/fax #, address)
- How to confirm receipt of application

❖ **“Planned Recruitments” will be identified as such on the respective posting.**

Eligibility to Apply for Postings

(i) Permanent & Probationary Employee

An employee, who has at least 3 months service beyond the end of their Trial or Probationary Period in their current position, may apply for a posted vacancy. This requirement does not apply if their current job was acquired as a consequence of technological or organizational change (Article 6).

Notwithstanding the above, a permanent employee (not probationary) on a temporary assignment will be eligible at any time to apply to a permanent vacancy. Management will have the flexibility to fill the temporary assignment or the permanent position on a temporary basis in accordance with Article 5.04.

Once an employee accepts a permanent position, they will not be considered for any other position until such time that they become eligible to do so.

Where a posting is advertised as being a “Planned Recruitment”, employees will be invited to apply for the respective job. Eligibility for such postings will be based on the date of need rather than the date of application.

(ii) Contract Employee

Contract employees are eligible to apply for posted vacancies after completing nine (9) months continuous service.

Notwithstanding the above, a contract bargaining unit employee who has less than (9) months of continuous service at the closing date of a posting and has applied to that permanent posting, will have their application considered provided that:

- All eligible permanent and contract BU employees have first been fully considered and vacancies continue to exist for which the employer may intend to recruit externally or with other candidates.
- The posted position is for the same job that the contract BU employee is currently performing in the same geographic location.
- The contract BU employee will be considered prior to considering external/ other applicants derived from the recruitment process.

Assessment of Applications

After the posting closes, all applications will be reviewed to determine whether the applicant has met the established minimum requirements. This will include a systematic review of each applicant's knowledge, skills and experience gained through WSIB employment.

The results of the assessment will be communicated to each applicant prior to the beginning of the selection process.

(b) Selection

Applicants who meet the established minimum requirements will be eligible to be included in the selection process and are placed on a list of Preliminary Candidates.

At a minimum, the hiring party must assess the most senior candidate. Additional Preliminary Candidates to be assessed will be chosen on the basis of greatest seniority. The hiring party may assess as many Preliminary Candidates as required, however, all preliminary candidates need not be assessed.

Preliminary Candidates will be graded on their combined score on one or more selection tools. Preliminary Candidates who meet the established threshold will be identified as qualified for the vacant position.

All applicants will be notified in writing of their status.

List of Qualified Candidates

The employer will maintain a list of Qualified Candidates, in order of seniority, for each position posted. Candidates must indicate their interest in each subsequent posting. Qualification will remain valid for 24 months from date of posting.

Where an employee applying to a posted vacancy has held the same job on a temporary or permanent basis, within 24 months prior to the opening date of the posting, and they are eligible to apply to the posting, they will be deemed to be a qualified candidate provided they successfully completed their respective trial period in the same job. This is contingent on two things:

- a) the job has not been significantly changed under Article 6 since they vacated the job, and

- b) the employee was not involved in a documented, unsuccessful, performance improvement plan in that job. A performance appraisal does not constitute a documented performance improvement plan.

When the number of Qualified Candidates:

- is the same as the number of posted positions, the positions will be filled by the Qualified Candidates.
- is greater than the number of posted positions, the positions will be filled by the most senior.
- is less than the number of posted positions, the hiring party will assess any remaining Preliminary Candidates until all vacancies are filled, or the Preliminary Candidate list is exhausted.

(c) Subsequent Vacancies

Subsequent vacancies:

- i) occurring within 5 months of the opening date of the original posting, and
- ii) in the same geographic location

will be filled by the following process.

1. From the original Qualified Candidate list, the next most senior candidate will be offered the subsequent vacancy.
2. When the Qualified Candidate list has been exhausted, the Preliminary Candidate list will be revisited and assessed until all vacancies are filled, or the Preliminary Candidate list is exhausted.
3. If the list of Preliminary Candidates has been exhausted, the position will be re-posted. Applications will be considered from those who did not apply to the original posting. Concurrently, the vacancy may be posted externally. However, first consideration will be given to internal Qualified Candidates.

If conditions (i) and (ii) are not met, or where the original posting is temporary and the subsequent vacancy is permanent, a new notice of vacancy will be posted.

(d) Temporary Vacancies

A temporary vacancy occurs when:

- staff are required for an anticipated or planned temporary increase in workload, or
- a permanent incumbent leaves their position temporarily for reasons other than vacation.

Where the temporary need will exist for more than 60 calendar days, staff will be recruited through the posting process in accordance with Article 5.02.

When a temporary vacancy is filled through the posting procedure as outlined in this article, any resulting vacancies may not be posted.

Temporary vacancies will usually be limited to 12 consecutive months. The union and the Employer will meet to discuss any requirements for extension. Extensions will not exceed 12 additional months.

(e) Release of Successful Candidate

The employer will endeavour to release a successful applicant to another position within 30 calendar days from the date of offer. Should the employee not be released within the 30 calendar day timeframe, they will start to receive their new higher salary effective the 31st day after the offer being made.

Where there is a training requirement for a job, the above paragraph does not apply until the scheduled training starts.

(f) Trial Period

The successful applicant, upon transfer to the new position, will begin a trial period of:

- Sixty (60) working days for jobs 830 and below.
- One hundred (100) working days for jobs 835 up to and including 855.
- One hundred and forty (140) working days for jobs at 860 and above.

If during that time:

- the employee’s performance is unsatisfactory, in the opinion of the Employer, or
- the employee requests,

they will be returned to their former salary classification and placed in a position for which they are qualified.

5.03 Right to Return to the Bargaining Unit

If an employee accepts a position outside of the Bargaining Unit, Article 5.02 (e) will apply. If they return to the Bargaining Unit, seniority will accrue during the Trial Period,

5.04 Temporary Reassignments

Staff may be reassigned:

- i. to fill an unforeseen temporary vacancy, or
- ii. for an unforeseen temporary increase in workload, or
- iii. to fill a vacancy resulting from an initial temporary posted vacancy, or
- iv. to fill a temporary vacancy under 60 calendar days, or
- v. to learn new knowledge, skills and abilities within their work group.

Program heads will communicate reassignment opportunities to all employees within their work unit, and will make reasonable efforts to distribute those opportunities equitably. If it is not possible to fill the opportunity from within the work unit, the program head may fill it in an alternative manner.

If reassignments under (i), (ii) and (v) are expected to exceed 3 months, they will be declared a temporary vacancy and filled in accordance with Article 5.02(d). The position will be posted when it is determined that the need for the reassignment will exceed 3 months. The reassignment will end no later than the date that the successful qualified candidate starts.

Reassignments under (iii) may not be posted, as outlined in Article 5.02(d).

(a) Reassignments to Alternate Work Locations

Reassignments to alternate work locations that make daily commuting impractical will not exceed 2 months, in any 12 month period, unless agreed to between the employee and their manager.

(b) Reassignments Outside the Bargaining Unit

When the Employer temporarily reassigns an employee to the duties and responsibilities of a position not covered by this Collective Agreement, they will retain their rights and obligations under the Collective Agreement. Reassignments under this section will not exceed 12 consecutive months unless otherwise agreed to by the parties.

(c) Non-Bargaining Unit Employees in Temporary Bargaining Unit Jobs

When a permanent non-bargaining unit employee is successful in acquiring a temporary bargaining unit position all provisions of the Collective Agreement will apply, except the right to grieve under Article 12 will be restricted to matters arising from their work while in the bargaining unit. The grievance must be filed within 20 **working** days of leaving the bargaining unit.

5.05 Salary Treatment

See Schedule "A" for salary administration rules.

5.06 Employee Initiated Transfers

(i) Between Geographic Locations

Employees wishing to transfer to the same job in another geographic location must apply to a posted vacancy of their current job in another geographic location. They will be placed on the list of Qualified Candidates and Article 5.02(b) will apply.

Where no vacancy exists, the employee may submit a request for transfer to the employer. The employer will maintain a transfer list. Where a reciprocal request exists and the employer has approved, the transfer will be arranged. Such approval will not be unreasonably withheld. Where both employees have signed an acceptance of the approved transfer, the decision will be irrevocable.

Where multiple requests have been submitted, if a transfer is approved, the employee with the greatest seniority will be granted their request. Such approval will not be unreasonably withheld.

(ii) Within the Same Geographic Location

Employees wishing to transfer to their same job in another Sector/ Small Business Unit within their same geographic location on a permanent basis, will be eligible to be considered for such a permanent opportunity in accordance with the following provisions:

- (a) Employees will be invited in February of each year, to notify their Human Resources Business Partner (HRBP) in writing of their interest in being transferred permanently to their same job in another Sector/ Small Business Unit within their same geographic location.
- (b) At the beginning of March of every year, management will consider the requests of those employees who have indicated an interest in being transferred permanently to their same job in another Sector/ Small Business Unit and who are eligible to be transferred.

Eligibility

- In order to be eligible for transfer consideration, the employee must be in that same job for a minimum of 3 years and in that same Sector/ Small Business Unit for a minimum of 3 years.
 - In addition to the bullet immediately above, the employee, at the time of consideration must not be the recipient of any documented progressive discipline in the past 18 months.
- (c) Employees will be considered for transfer based on their bargaining unit seniority.
 - (d) In the interest of maintaining customer satisfaction, the transfer movement of employees in the same geographic location between Sectors/ Small Business Units will be capped annually at 5% when facilitating (where possible) the February requests in each year.

* Where more than one employee is to be transferred from a “team”, the actual timing of the transfers will be staggered so as to minimize customer service interruptions.

- (e) Management will make an effort to facilitate as many documented transfer requests as possible in a given year based on February submissions. To further maintain customer satisfaction and caseload balance, management retains the right to reassign staff between same jobs in the same location at any time of the year without having to post, regardless of whether the employees are on the transfer list or not.

ARTICLE 6

ORGANIZATIONAL/TECHNOLOGICAL CHANGE

6.01 Definition

Organizational/technological change means the introduction of equipment, material, work functions, processes, methods, organization or geographic location, significantly different from that currently practiced.

6.02 Eliminate Adverse Effects

The Employer will make every reasonable effort to minimize or eliminate adverse effects of organizational/technological changes on employees.

At either party's request, the Union and the Employer will meet 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.

6.03 Advance Notice and Information

- a) As soon as possible during the planning of Organizational/Technological changes, the Employer will discuss their intentions and the expected effects with the Union and will provide regular updates.
- b) At least 5 days in advance of giving the employee(s) notice, the Employer will provide the Union Executive with written notice of:
 - the nature of the change,
 - date of change,
 - number of positions affected,
 - job titles affected,
 - location(s),
 - name and seniority date of employees likely to be affected,
 - the expected effects on employees,
 - job descriptions and salary grades for all new or changed jobs.

It is understood that this material is confidential and should not be publicly released without the consent of the employer.

6.04 Notice to Affected Employees

The Employer will advise in writing those employees affected by the change at least eighty (80) working days before the change occurs. This will include at least 12 weeks of notice prior to layoff. Notices will be issued on the basis of lowest seniority.

Employees advised will be those whose permanent job will:

- (a) be significantly changed, or
- (b) become redundant.

Employees who receive notice are entitled to receive any increment due to them during the eighty (80) day notice period.

(a) Employee Whose Job Has Significantly Changed

The employee has two choices:

- (i) accept the new job and be provided with retraining, or
- (ii) decline the new job.

If option (i) is chosen, the employee will be provided with the training, not to exceed eight (8) months, to acquire the new or modified skills required for the changed position. During that time, the employee must acquire the skills required for the changed position. The Employer will pay for the training and, where practical, will schedule it during normal working hours. Employees have the option to remove themselves from the job within a sixty (60) working day trial period.

If option (ii) is chosen, where there is an incumbent with the same job, in the same geographic location, on the Voluntary Exit list, then their offer will be accepted, and the affected employee will be reassigned to that job.

If there is not a suitable match on the VE list, then the affected employee will displace the least senior incumbent in the same job and geographic location. The displaced employee will be given notice of redundancy.

(b) Employee Whose Job Has Been Declared Redundant

Redundancy can occur in 4 ways:

1. an employee is identified as the least senior employee as described in 6.04(a),
2. an employee accepts a significantly changed position and opts out during the 60 working day trial period, or is unable to acquire the required skills through retraining,
3. an employee declines a significantly changed position and their position does not exist elsewhere in their geographic location,
4. a position has been eliminated or reduced in number, within the organization.

Prior to giving notice, where there is an incumbent with the same job, in the same geographic location on the Voluntary Exit list, that incumbent's offer will be accepted, and the affected employee will be reassigned to that job.

If no Voluntary Exit match is available, the Employer will give notice to the least senior incumbent of the same job in that geographic location and reassign the more senior employee to the position.

All employees deemed redundant will be given, in writing:

- e at least 80 working days notice prior to layoff, and
- e an offer of Voluntary Exit, or
- placement opportunities under Article 5 & 6

If the Employee does not accept the Voluntary Exit offer the Employer will, as opportunities arise prior to the 80th working day, select the most suitable of:

1. a Voluntary Exit match, or
2. a Priority placement match under Article 5.01(a), or
3. a displacement of a less senior bargaining unit member (bump).

This decision will be made based on information available at the time. Each employee will only be entitled to two (2) Priority placements as a result of a technological/organizational change affecting the employee's position.

6.05 Most Suitable Placement

Criteria for determining most suitable option:

- i) Income preservation,
- ii) Same geographic location, and
- iii) Comparable knowledge, skills and abilities.

- (a) If the most suitable match is a Voluntary Exit match, the following will apply;
- the employer will provide the exiting employee with written confirmation that their offer has been accepted
 - the employer confirms, in writing, placement in the new position with the affected employee
 - the placement will be made recognizing the availability of an 80 working day training period.
- (b) If the most suitable placement is a Priority Placement match the Employer will:
- provide the training, not to exceed 8 months, to acquire the skills required for the new position, and
 - pay for the training, and
 - where practical, schedule the training during normal working hours.

Employees have the right to remove themselves, once only, from a priority placement match during the 60 working day trial period and be considered again for priority placement.

- (c) Where the Employer identifies a suitable Voluntary Exit match, in the same grade and same location, the employee will be placed into that position.
- (d) After each posting, if there is no suitable match under 6.05(a) or (b), the employee is encouraged to request matching to posted vacancies or Voluntary Exits at, or no more than, two (2) salary grades lower in:
- their own location, or
 - other geographic locations they are willing to consider.

(e) Relocation

When there is no position in the current geographic location at the employee's current salary grade and the employee is willing to relocate, the Employer will pay the costs of relocation to any vacancy in the province that is no more than two (2) salary grades lower than the employee's current salary grade. Once the Employer approves the relocation, the offer to relocate becomes final and binding.

The employer will pay relocation expenses where the employee is required to commute an additional distance to get to work of at least 40 kms. Employees in the Golden Horseshoe area (i.e., Toronto, Hamilton) will have their relocation request reviewed on a case by case basis. This review will consider their current commuting distance, versus the commuting time and distance to the new location. Relocation expenses will be limited to a maximum of \$15,500.00 (with receipts) per approved relocation. The relocation funds will be used to cover the following expenses:

- One round trip transportation, including partner, for housing search
- Two (2) nights accommodation.
- Packing and moving of normal household items.
- Transportation of family to new location (airfare/mileage at applicable rate under Article 24.05)
- Legal fees/realty lease breaks/real estate fees.
- Temporary rental accommodation if new property not available.
- Storage costs.
- Utility hook ups.

6.06 Displacement of Employee (Bump)

- a) If the most suitable option is to displace an employee with less seniority, the Employer will displace the least senior incumbent within the current geographic location in the following order:
1. Another position for which the employee meets the minimum requirements, at their current salary grade.
 2. A position previously held by the employee in which they performed satisfactorily. Where more than one position is suitable, the position closest the employee's current salary grade maximum will be given first consideration,

or where more favourable to the employee,

Another position for which the employee meets the minimum requirements below their current salary grade. Where more than one position is suitable, the position closest (at or below) the employee's current salary grade maximum will be given first consideration.

- b) Where options 1 or 2 do not exist, the employer will, within the current geographic location, displace the least senior incumbent occupying any other position the employee is qualified to perform with minimal or no training.
- c) If no position is available in the employee's current geographic location, and should the employee wish to relocate, the employer will consider the same options as in 6.06 (a)(1) and (2) above in locations for which the employee has, in writing, expressed a preference.

6.07 Income Protection

No employee will have their actual salary reduced at the time of implementing an Organizational/Technological Change. These provisions apply to employees affected after July 1, 1999. Past practice continues to apply to previously affected employees.

(a) Current Salary Above New Maximum

When an employee is placed under Article 5.01(a) or Article 6.06 into a job with a lower salary grade than their former permanent job and their current salary in the affected job is higher than the maximum salary of the lower salary grade, they will maintain their current salary. This will continue until their salary falls within the salary range for their new job at which point they will have their salary increased to a step at the next higher amount.

The employee will receive the next (1 year) general increase award in an annualized lump sum payment at the time the general increase is implemented for the bargaining unit.

(b) Current Salary Below New Maximum

When an employee is placed into a new job and their salary falls within the salary range for their new job, their salary will be increased to the next higher amount in the new salary grade. Income Protection will not apply and salary progression will be in accordance with Schedule "A". Their next increment date will be based on the start date of the new job.

- ✦ Please refer to Schedule "A" for salary administration rules specific to employees with Income Protection who apply and are successful in acquiring a new job.

6.08 No permanent employee will be laid off without the opportunity to displace a contract W.S.I.B employee performing work for which the permanent employee meets the established minimum requirements. The contract employee will be terminated and the affected employee will assume the work as a permanent employee in a temporary assignment for the duration of the contract(s) or for a lesser period if the employee is placed into a permanent position.

6.09 Severance

i) If there is no opportunity to displace another employee in their own geographic location, and the employee declines/cannot displace another employee in an alternate geographic location, the employee will be laid off with recall rights. At any time during the recall period, they may choose to receive severance pay, and will give up their right of recall. Severance will be paid as follows:

<u>Completed Years of Service</u>	<u>Weeks of Pay Per Years of Service</u>
1 - 5	1.5
6 - 14	2.0
15 - 20	2.25
21 and over	2.5

plus the normal cash pay out of sick leave credits.

The Employer will continue to pay all non-optional benefit premiums for six months with the exception of Long Term Disability.

6.10 Recall Following Layoff

It will be the responsibility of the employee to keep the Employer informed of their current address and any newly acquired skills and knowledge they may have attained for the purpose of recall.

An employee will retain Priority Placement during their recall period, and will be considered for appropriate Voluntary Exit matches as they arise. When an employee is laid off and their former position, or another position for which they meet the minimum requirements, becomes vacant within their recall period, the Employer will notify them by registered mail, within three (3) working days from the date of posting. The employee must request to be considered for the position, in writing, before the closing date. They will be placed into the vacant position provided there is no other candidate with priority or special placement rights who meets the minimum requirements and has greater seniority. Income Protection does not apply.

6.11 Continuity of Service

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

6.12 Expiry of Recall Rights

An employee on layoff will be discharged if not recalled within a period equal to their seniority, to a maximum of 24 months. At the conclusion of the recall period the employee will receive severance in accordance with Article 6.09 in the amount that they would have received at the time of layoff.

6.13 Voluntary Exit Option

(a) Process to Offer

- The Manager, Labour Relations will receive written offers from employees to Voluntarily Exit and will then place their names on the confidential Voluntary Exit list.
- The Employee may withdraw their offer in writing at any time, up to the point of receiving written acceptance by the Employer.
- The position of the employee making the offer will not be considered to be a vacancy under Article 5.
- Article 6.04 does not apply.

(b) Acceptance of Voluntary Exit Offer

The Employee and the Union will be notified in writing upon acceptance. The date of departure of the offering employee from the position will be within one month, unless otherwise agreed to by the Employee and the Employer.

(c) Refusal of Voluntary Exit Offer

Where an employee refuses a Voluntary Exit match to their same salary grade at their current location, the employee will be deemed to have terminated their employment with the Employer.

Where an employee has requested the opportunity for a Voluntary Exit match below their current salary grade, in the same location, then refuses the match, the employee will be deemed to have terminated their employment with the Employer.

An employee retains their right to refuse a Voluntary Exit match outside their current geographic location.

(d) Voluntary Exit package includes:

- 80 working days (16 weeks) pay, plus
- the amount paid under 6.09(i).

The severance payment to the employee will be based on the last day of active employment. For part-time employees, severance and the Voluntary Exit package, will be pro-rated based on the ratio of their permanent full-time to permanent part-time employment.

If the employee does not accept the Voluntary Exit package within ten (10) working days, the eighty (**80**) working days pay will be reduced by the number of days worked since the notice under Article 6.04 was given, save and except for the first ten (10) working days.

An employee who is eligible for an early unreduced pension, or who could qualify through bridging for an early unreduced pension, may volunteer their position to be considered for elimination or matched to employees who have received notice under Article 6. They will receive a Voluntary Exit package limited to 52 weeks of pay, plus the normal cash payout of attendance credits.

ARTICLE 7

HOURS OF WORK / OVERTIME / SHIFT PREMIUM

7.01 Definition

Normal hours of work for employees are thirty-six and one-quarter ($36 \frac{1}{4}$) hours per week and seven and one-quarter ($7 \frac{1}{4}$) hours per day.

7.02 Days off

There will be two (2) consecutive days off which will be referred to as scheduled days off. Days off may be non-consecutive if agreed upon between the employee and the Employer.

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 Start and finish times

In general an employee's start and finish times will be between 7:30 a.m. and 5:00 p.m. Arrangements for start and finish times will be by mutual agreement where possible, taking into consideration business needs and seniority.

Where agreement cannot be reached the employer will provide the employee with 20 days written notice before implementing changes in their start and finish times.

7.05 Special Arrangements

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.

7.06 Downsview Rehabilitation Centre (DRC)

The local practices concerning hours of work, lunch and rest periods presently in effect for employees at DRC will continue in effect for the duration of this agreement subject to any changes made by mutual agreement. Employees currently working thirty-seven and one-half hours per week will continue to be paid at that rate. Future vacancies for these positions will be filled based on normal hours of work.

7.07 Industrial Rate of Pay

Employees currently working thirty-seven and one-half hours per week will continue to be paid at that rate. Future vacancies for these positions will be filled based on normal hours of work.

7.08 Shift Schedules For Designated Shift Workers

The Employer agrees to post shift schedules not less than fifteen (15) days in advance. There will 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.

The employer will 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.

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

7.09 Stand-by Time

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

Stand-by time will be approved in writing and such approval will be given prior to the time the employee is required to stand-by.

Where an employee is required to stand-by, they will be paid their basic hourly rate for all hours on stand-by.

7.10 Overtime

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

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

There will be no duplication or pyramiding of overtime payment or time off in lieu. Overtime hours worked each day will only be considered as overtime or time off in lieu of pay and not as part of an employee's normal hours of work.

It is not the Employer's intention that Managers work overtime to perform work regularly done by members of the bargaining unit.

7.11 Time off in lieu of payment

With the prior agreement of the Manager, 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. If the employee is unable to take the time off within 4 months due to work volumes, unless agreed to otherwise, they will be paid the accumulated overtime.

7.12 Time and One Half Paid Salary

Authorized overtime will be compensated at a rate of one and one-half times the employee's basic hourly rate for the hours worked when:

- work is performed in excess of seven and one-quarter (7 1/4) hours or seven and one half (7-1/2) hours as applicable, or
- work is performed on the employee's first regularly scheduled day off, or
- an employee commences their vacation and returns to work during their scheduled vacation at the request of their Manager. The time at work will be added to their vacation credits.
- an employee leaves their place of work after completing their shift and is subsequently called back to work prior to the start time of their next scheduled shift. They will be paid a minimum of four (4) hours pay.

- an employee is not notified seventy-two (72) hours in advance of a shift change. This will apply for the first eight (8) hours worked on the changed shift provided that no premium will be paid where the change of schedule is caused by events beyond the Employer's control.
- an employee is required to work prior to twelve (12) hours elapsing between shifts. They will be paid overtime for those hours falling within the twelve (12) hour period.
- the Employer closes its normal operations in a specific facility or location, and the employee is required to work the full period of their regularly scheduled hours of work or shift, overtime will be paid for all hours following the closure and will apply equally to regular and shift work.

7.13 Double Time Paid Salary

Authorized overtime pay will be compensated at double time for:

- all work required to be performed on the employee's second consecutive regularly scheduled day off.
- hours worked during the second shift of a double shift when 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.
- an employee working a paid holiday, the overtime paid will be in addition to the regular day's pay.

7.14 Shift Premiums

Any premium an employee may be entitled to will be calculated on the employee's basic hourly rate of pay and will be paid in the following situations:

- sixty – five cents (65¢) per hour for all work between 5:00 p.m. and 11:00 p.m.,
- seventy cents (70¢) 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 will be paid for all hours worked.

7.15 Irregular Hours

An employee is eligible for overtime compensation unless they:

- (a) Because of the nature of their position is required to work irregular hours. Such an employee will, for the purposes of payment, be deemed to be working a minimum of forty (40) hours per week, and their salary shall be adjusted to forty (40) hours on a straight time basis.
- (b) Notwithstanding the above, any such employee who is required by their Manager to work on their day off or on a holiday will 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 will be compensated in accordance with the provisions of Article 8.03.
- (d) Employees on irregular hours will continue to receive the irregular hours payment during paid absences 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.

7.16 Part Time Employment For Permanent Employees

At no time will there be more than 5% of the bargaining unit population, as established February 1st of each year, in part time work. New requests for part time hours will be considered based on seniority by Sector/Branch, in the same geographic location, recognizing the following conditions:

- Part time employment will exist where an employee and Manager reach agreement for such an arrangement.
- Part time employment will consist of a minimum of 14 ½ hours per week.
- The part time job will be the same as the full time job performed by the employee.
- The Manager and the employee will agree to a start date.
- Part time arrangements will be for a minimum duration of 6 months. Inclusive of this period, with 6 weeks written notice, the employee or the Manager may confirm a return to full time hours or portion thereof.
- Benefits and seniority will be prorated based on the percentage of full time hours.

(b) Training Programs For Part Time Employees

Part time employees attending full time formal training programs will be compensated for additional time on a straight time basis, unless they are required to work in excess of 7 ¼ hours per day. The Manager must provide 3 weeks notice in writing for the training program.

When the employee is not provided with 3 weeks notice of the formal training program they will be compensated for the additional time on a straight time basis, however, in addition, they will receive a premium of \$20.00 per day for each day or part of a day, in addition to their normal schedule. Alternatively, where possible, they may elect to defer to attend at a later date when sufficient notice may be provided.

7.17 Flex Work Arrangements

Principles

(a) It is necessary to encourage trust and promote dialogue between Managers, employees and their representatives as we work through the details and solutions of a wide variety of proposals and issues.

Having regard for normal business needs, the Board agrees to support full time employees to reschedule/ realign their workday or work week in order to give themselves a better balance between home and work.

Under any arrangement an employee can neither gain nor lose income by participating. With the exception of vacation or where attendance credits are allowed to be used, an employee will be required to make up the difference in work hours, on a straight time basis within two pay cycles following the return to work.

Probationary employees cannot be considered for a flexible work arrangement.

Managers will exercise discretion on including employees on a trial period (Article 5) in a flexible work arrangement.

If management determines a negative impact on service delivery, management will meet with CUPE Local 1750 to discuss the rationale for terminating a Flexible Work Arrangement.

Employees cannot create a compressed workweek by eliminating paid breaks or forfeiting lunch.

(b) Terms and Conditions

All flexible work arrangements presently in existence will continue. Subject to operational needs and further review, new requests will be considered based on date of submission and seniority by Sector/Branch, in the same geographic location and same job. In determining approval for competing requests, seniority will be the determining factor based on the individual's seniority or on the average seniority of the group.

(c) Overtime

Overtime will be paid for hours worked over and above the employee's standard workday under the Flexible Work Arrangement (FWA).

(d) Paid Holidays

Paid in accordance with Article 10 and the "Principles" section above.

(e) Vacation & Attendance Credits

Use of attendance and vacation credits for less than a workday will be calculated to the next 15 minute increment.

Full day absences will be deducted on actual time scheduled.

(f) Training Programs

For compressed work week arrangements an employee scheduled to receive training on their normal day off will be given another day off within the work cycle or at a time that is mutually agreed to by the Manager and the employee.

Employees will be expected under any training program to work the equivalent of their full time hours within their cycle.

(g) Bereavement Leave

Bereavement leave will be recognized as 7.25 hours of pay and also time away from work for a full 24 hour period.

In order to maintain an employee's regular salary and to provide them with their time off, an employee may use available time as follows:

- (i) Lieu/ banked overtime hours
- (ii) Attendance Credits
- (iii) Vacation time
- (iv) Make up the time

(h) Termination of Arrangements

The termination of a Flexible Work Arrangement will occur at the end of the current FWA cycle if any one or more of the following occur:

- (i) At any time, by mutual agreement of the parties (employee(s) and Manager).
- (ii) Where an employee involved in the flexible work arrangement:
 - a. Leaves the organization
 - b. Moves to another position (permanent or temporary)
 - c. Is either affected by an employee exercising their bumping rights or is required to exercise their bumping rights to obtain another position.
- (iii) If the remaining members of an FWA and their Manager cannot resolve issues related to an extended absence and / or vacation, of another participating member.

Subject to a minimum trial period of 6 months, with 6 weeks written notice (which may be included in the trial period) issued by any of the involved parties (Manager and employee(s)).

(i) Return to Full Time 5 Day Work Schedule

Where a flexible work arrangement has been terminated, the involved employee(s) will return at the end of the notice period, to their full time position and work schedule.

ARTICLE 8

TRAVEL and EXPENSES

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

8.01 Meal Allowance

- (a) Effective July 1, 1999, the meal allowance for three consecutive meals is subject to a maximum allowance of \$45.00

This amount allowed is itemized as follows:

Breakfast \$10.00

Lunch \$13.00

Supper \$22.00

- (b) Reasonable expenses above the amounts as set out in (a) may be claimed upon the provision of receipts, 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 their scheduled hours of work without notification of the requirement to work such overtime, prior to the end of their previously scheduled shift will be reimbursed for one (1) meal in the amount of ten dollars (\$10.00) 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 ten dollars (\$10.00) **plus** delivery charge, when incurred.

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

8.02 Travel Rates

If an employee is required to use their own automobile on the Employer's business, the following rates will be paid:

Effective May 1, 2002:

0 - 5,000 km	41¢/km
5,001 km +	35¢/km

8.03 Time Credits While Traveling

1. For pay purposes, employees will be credited for all time spent traveling when authorized by management. This applies to all employees except those covered under Article 7.15(a). Credits will be computed as follows:
 - (a) When travel is by public carrier, from 90 minutes before the schedule time of departure of the carrier until 60 minutes after the actual arrival at the destination.
 - (b) When travel is by automobile and
 - (i) the employee travels directly from their home until they reach their destination, from the assigned hour of departure from the destination until they reach home,
 - (ii) the employee reports to their place of employment before proceeding to travel, from the time they leave their place of employment until they reach their 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 when sleeping accommodation is provided.
2. All traveling time will be compensated at the employee's straight time rate provided that, when an employee is required to travel on their day off or a holiday they will 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 will be compensated in accordance with the provisions of this Article.

8.04 Telephone Charges

When an employee is required to use their home telephone to conduct business associated with their work duties, the Employer will pay 50% of the monthly basic telephone charges. Where an additional line is installed and dedicated to Board business 100% of the installation and service cost of a telephone will be paid. Proof of installation must be provided and the telephone number will not be published as a Board number.

8.05 Vehicle Allowance Program

The specifics of the Vehicle Allowance Program will be documented in the Travel and Business Expense Policy jointly developed between the parties within 2 months of ratification of the Collective Agreement,

The Vehicle Allowance Program will include:

- A fixed monthly allowance payment of \$ 610.00
- An additional depreciation allowance of \$ 141.68 per 1,000 business kms over 23, 000 business kms.
- A variable cost of 0.11¢ per business kilometer

Admission and exit from the vehicle allowance program will be in accordance with the Travel and Business Expense Policy.

This program replaces the current WSIB fleet vehicle program. It is expected that the new program will be fully implemented by November 1, 2002.

ARTICLE 9

HEALTH and SAFETY

- 9.01 The Union and the Employer will cooperate in promoting best health and safety practices and procedures to protect the health and safety of its employees. This will be achieved by meeting or exceeding requirements under the Occupational Health and Safety Act.

WSIB employees are not required to tolerate foul or otherwise abusive language when dealing with the public. All abusive and harassing calls should be reported immediately to their Manager and Security office. If the severity of the incident warrants, a warning/ restricted access letter will be issued to the offending person(s).

The Employer and the Union recognize the need for constructive and meaningful consultations on health and safety matters. Consequently, Joint Occupational Health and Safety Committees will be maintained locally and centrally.

- 9.02 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 10

PAID HOLIDAYS

The Employer recognizes the following days as paid holidays:

- 10.01 New Year's Day
Good Friday
Easter Monday
Victoria Day
Canada 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 these holidays fall on a Saturday, Sunday or an employee's
scheduled day off, the previous or the following normal working day will be
deemed a holiday(s).
- 10.03 To qualify for this benefit, the employee must have received pay from the
employer for their last scheduled shift preceding or their first scheduled shift
following the holiday.

ARTICLE 11

VACATION

11.01 Calculation of Vacations

Vacation leave and pay entitlement will be based on the employee's continuous service from their most recent date of hire. When a contract employee becomes permanent, their period of contract employment immediately before becoming permanent will be deemed continuous service for purposes of calculating the rate of vacation entitlement.

An employee will not accumulate vacation entitlement after any unpaid absence of sixty (60) consecutive working days. Accumulation will resume upon the employees return to work. Where the employee returns to work for less than five (5) consecutive working days, the absence will be considered continuous.

11.02 Vacation Entitlement for Permanent Staff Employees

Completed Service Years	<u>Accumulation Rate</u>	Total Days Per Year
Less than 8 Years	1 ¼ days/month	15
8 but less than 15 Years	1 ⅔ days/month	20
15 but less than 25 Years	2 ⅓ days/month	25
25 + Years	2 ½ days/month	30

11.03 Maximum Accumulation

An employee may accumulate their unused vacation entitlement to a maximum of two (2) years entitlement as of December 31st of any year. With three months written notice from the employer, unused vacation in excess of two (2) years entitlement will be required to be taken as of Dec 31st in the third year, unless permission to carry forward has been given in writing.

11.04 Vacation Less than Full Day

Where the absence is less than a full day, the calculation will be based on quarter hours.

11.05 Vacation Scheduling Within a Work Unit

Vacation leave will be taken at a time consistent with the staffing requirements of the work unit, the wishes of the employee, and is subject to the approval of the Manager. Approval will not be unreasonably withdrawn. "Work Unit" is defined as Branch/ Sector/ Small Business Unit (whatever is applicable) on a geographic location basis.

Employees must submit requests by April 1st to take vacation during June to August, and by September 1st for December. Approved vacation schedules will be posted on April 30th and September 30th respectively. The employer will consider the vacation requests of employees who have met the deadline in the following manner:

- (1) Management will determine their staffing requirements on a geographic location basis by job title within their Branch, Sector or Small Business Unit.
- (2) Vacation requests and scheduling will be completed within their "work unit" on a seniority basis by job title.
- (3) When a Branch, Sector or Small Business Unit has reached its capacity for granting vacation by seniority and job title, other "work units", which are over capacity, will be canvassed in order to allow for a greater opportunity to grant additional vacation requests. This will be subject to management approval from both "work units" and will for the vast majority of cases be applicable only in the District Offices. This again will be based on seniority, same job title and same geographic location.
- (4) Requests submitted after the April 1st and September 1st deadlines will then be considered in the order they were submitted.

Once approved, an employee's vacation will not be cancelled due to a conflicting request from another employee.

11.06 Vacation to be Taken First

When leave of absence without pay is granted together with paid vacation, the paid vacation is to be taken first. In the case of pregnancy or parental leave, the order will be at the employee's choice.

11.07 Illness on Vacation

An employee who becomes ill while on vacation may request to have the period of illness applied against Attendance Credits and their vacation entitlement restored. The employer may request medical documentation to support the request.

11.08 Termination Pay

On termination, a permanent or probationary employee will receive pay for unused vacation entitlement at their current base rate of salary.

ARTICLE 12

GRIEVANCE PROCEDURE

12.01 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 will prepare and present grievances in accordance with the Grievance Procedure.

The Employer will recognize one Chief Steward.

The allotment of recognized Stewards, Senior Stewards and Coordinators at each work location will be based on the number of bargaining unit employees as follows:

<u>Stewards</u>	<u>Sr. Stewards</u>	<u>Coordinators</u>
u p to 49 = 1	u p to 199 = 1	Maximum 40
50 – 99 = 2	200 – 499 = 2	
100 – 149 = 3	500 – 999 = 3	
150 – 199 = 4	1000 – 1999 = 4	
200 – 249 = 5	2000 + = 5	
... and so on.		

* Head office will have 32 stewards based on a bargaining unit of approximately 1,600.

12.02 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.

12.03 In this Article, days will include all days exclusive of Saturdays, Sundays and designated holidays.

The time limits contained in this Article may be extended on a case by case basis by agreement of the parties in writing.

12.04 Staff Assistance

- (a) The employee will be represented by a Union Steward at each stage of the grievance procedure and the management representative may have staff assistance present.
- (b) The Chief Steward, the Senior Steward or a member of the Union Council will be permitted to appear in the place of the local steward at any Step of the Grievance Procedure.

Similarly, one of these stewards will 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.

At the request of the union, a representative of the National Union may be present and represent the grievor at Step 2 of the grievance procedure.

12.05 Complaints

The parties agree that in an effort to address complaints in a timely and effective manner, management and CUPE officials will be provided with training and education in the area of alternative dispute resolution.

- (a) An employee who believes they have a complaint or a difference with the Employer may first informally discuss the complaint or difference with their Manager.
- (b) At any time within 20 days of first becoming aware of the complaint or difference, an employee may initiate a formal complaint. In presenting a formal complaint to their Manager, the employee will have a Union Steward in attendance. If a formal complaint or difference is not satisfactorily settled by the Manager within seven (7) days it may be processed in the following manner:

12.06 Grievances

The aggrieved employee will submit a grievance in writing through the authorized representative of the Union.

Step No. 1

If the Union considers the grievance to be justified, the Union through its authorized representative will file a grievance in writing with the grievor's Director within seven (7) days of the date the grievor received (or should have received) the decision from their Manager.

The Director or their designate will hold a meeting with the Manager, Union and the grievor, within seven (7) days of the receipt of the grievance and will give the Union and the grievor their decision in writing within seven (7) days of the meeting.

Where the meeting is held outside of the grievors work location, the employer will pay all costs of attending the meeting for both the grievor and their representative.

Where the Union deems it necessary to have a Senior Steward or Member of the Union Council attend the Step 1 meeting, the Employer will grant time off to attend such meeting without loss of pay or credits.

Step No. 2

If the grievance is not resolved under Step No. 1 the Union may submit the grievance to the respective Vice President or their designate 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 Vice President or their designate will hold a meeting with the Union and at the Union's discretion, the grievor, within ten (10) days of the receipt of the grievance and will give the Union and the grievor their decision in writing within seven (7) days of the meeting.

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

12.07 Arbitration

If the Union is not satisfied with the decision of the Vice President or their designate 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.

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

- (a) An employee who is a grievor or complainant and who has an application for a hearing before the Grievance Settlement Board or the Labour Relations Tribunal will 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 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. The 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, and/ or 2 of the Grievance Procedure will be given time off without loss of pay or credits to attend such meetings.
- (d) This section will also apply to the local Union Steward who is authorized to represent the grievor.

12.08 Dismissal

- (a) Any probationary employee who is dismissed will not be entitled to file a grievance.
- (b) Any employee other than a probationary employee who is dismissed will be entitled to file a grievance at Step 2 of the grievance procedure provided they do so within twenty (20) days of the date of dismissal.

12.09 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. 1 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 Director, Labour Relations Branch.

12.10 Group Grievance

Where a number of employees have the same grievance, a group grievance signed by a union steward will be filed at Step 1 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 Director, Labour Relations Branch.

12.11 Job Posting Grievance Procedure

Where a grievance arises as a result of the job posting procedure in Article 5, such grievance will be filed at Step 1 with the respective Director, or their designate, of the department of the position vacancy that was posted.

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 Director or their designate will hold a meeting with a member of the hiring panel, the union and the employee within ten (10) days of the receipt of the grievance and will give the grievor their decision in writing within seven (7) days of the meeting.

12.12 Grievance Documentation

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

ARTICLE 13

DISCIPLINE AND DISCHARGE

- 13.01 When the Employer meets with an employee to advise of disciplinary action, the employee will be advised of the nature of the meeting and they have the right to Union representation. In the event of an employee's impending discharge, the Union will be given advance notice of such action.
- 13.02 An employee will receive a copy of disciplinary letters at the time of the disciplinary meeting and prior to them being placed in their human resource file. Letters involving suspension or discharge will be copied to the Union office.
- 13.03 Employees will be advised in writing if the next step in the discipline process may involve an escalation in penalty to either suspension or discharge. An employee will be entitled to file a grievance provided it is done within twenty (20) days of the date of receipt of the letter advising of suspension or discharge. Upon receipt of the written grievance, the Employer will provide the Union with the facts upon which the decision was based.
- 13.04 Any disciplinary warning will be removed from an employee's human resource file after eighteen (18) months 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 will be counted from the date of the succeeding warning.
- 13.05 When an employee is absent in excess of ten (10) consecutive working days, they may be discharged for not providing a justifiable reason or for not notifying the employer, unless giving such notice was not reasonably possible.
- 13.06 When an employee, following a layoff, fails to return to work without justifiable reason within ten (10) working days of receiving a recall notice, they will be discharged. Recall notice will be given in writing and delivered to the employee's last known address. It will be the responsibility of the employee to keep the employer informed of their current address.
- 13.07 Discharge means termination of employment and loss of seniority unless reversed through the grievance / arbitration process.

ARTICLE 14

JOINT COMMITTEE

- 14.01 The Employer and the Union agree that, in order to further positive labour relations, regular communication and consultation on matters of mutual interest is desirable.
- 14.02 The parties will establish a Joint Committee composed of a minimum of two Employer representatives and two members of the Union Executive. The committee will meet at least every two months to discuss general concerns, or earlier, as required, to discuss matters of an urgent nature.
- 14.03 The parties may establish similar Committees to review local/ regional concerns as they arise. These Committees will be comprised of elected local Union representatives and local Employer representatives.

ARTICLE 15

A' ENDA E EDI

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 due to a Workplace Safety & Insurance Board 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 their 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 employee's 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.

15.04 Notification of Absence

In all cases of absence the employee is responsible for notifying their Manager 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 a medical report that establishes that they were unable to work due to illness. This will not be required unless the absence is for more than three (3) days or where an employee has been warned in writing regarding an alleged misuse of attendance credits. Where a medical report is required, the employee will be responsible for the cost of the initial report. The employer will be responsible for the costs of all subsequent medical reports required.

15.06 Termination of Employment

An employee who has three or more years of service, and leaves the service of the Employer, will receive a cash payment based on fifty per cent (50%) of their 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 will be made from the accumulated attendance credits for all absence due to illness. Where the absence is less than a full day the calculation will be based on quarter hours.

Up to 15 minutes	0.25 hour
16 to 30 minutes	0.50 hour
31 to 45 minutes	0.75 hour
46 to 60 minutes	1.00 hour

ARTICLE 16

LEAVE OF ABSENCE

16.01 Justifiable Personal Reasons

In each of the following circumstances the employee will provide prior notice where practical, and if not practical, will notify the Manager as soon as it is.

- (a) A leave of absence from work will be granted for justifiable personal reasons such as the employee's marriage, religious holidays, or sickness/injury in the immediate family requiring the employee's presence.
- (b) The Manager may approve a request for leave for other justifiable personal reasons.
- (c) Employees will be granted up to four (4) days per year, with the approval of the Manager, in order to engage in personal and/or family 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 will be with pay and charged against attendance credits. A leave will not be considered punitively in a performance appraisal.

16.02 Bereavement Leave of Absence

An employee who has a bereavement in their immediate family will be granted up to and including five (5) days absence with pay. Immediate family means spouse, (as defined in Section 2(b) of Appendix 3), parents and child. For this provision "step" relationships are considered as immediate family.

An employee who has a bereavement in their family will be granted up to and including three (3) days absence with pay. Family means brother, sister, parents-in-law, grandparents, grandchildren, son-in-law and daughter-in-law. For this provision "step" relationships are considered as family.

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

An additional day's traveling time, in each direction, will be granted in order for the employee to attend the funeral if such is to be held in excess of 600 kilometers 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 their employment, will be paid their salary for the necessary period of absence from work. Any payment received, excluding expenses, will be paid to the Employer.

16.04 Military Leave of Absence

In addition to their regular vacation, an employee who is a member of the Armed Forces Reserves will be granted a leave of absence for:

1. Prescribed military training once in a calendar year
2. One attachment (maximum period of one year) to full time service.

An employee on military leave will be paid their salary for the period of absence from work provided that any payment received, excluding expenses, will be paid to the Employer. An employee will advise the Employer prior to enrolling in the Armed Forces Reserves.

16.05 Education Leave

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

16.06 General Unpaid Leave

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

Seniority will only accrue for the first sixty (60) working days of the leave.

16.07 Pregnancy and Parental Leave of Absence

Pregnancy and parental leaves of absence will be granted to employees under the terms of the Employment Standards Act as amended from time to time. The provisions outlined in this Article summarize the pregnancy and parental leave of absence provisions of the Act and provide additional supplementary employment insurance benefits (SEB).

- (a) A pregnant employee who has completed at least 13 weeks of employment prior to the expected birth date will be eligible for a Pregnancy Leave of Absence for a period up to seventeen (17) weeks.

An eligible employee will provide the employer, prior to the start **of** the pregnancy leave:

- i) at least two (**2**) weeks written notice of the date the pregnancy leave is to begin and end and the start and end dates **of** the parental leave, when appropriate

and

- ii) a written notice from a legally qualified medical practitioner stating the expected birth date.

The leave will be granted for any period of up to seventeen (17) weeks, commencing at any time during the period of seventeen (17) weeks immediately preceding the expected birth date and no later than the day of birth.

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 will then be considered to be on leave of absence due to illness.

- (b) An employee who becomes a new parent and who has completed at least thirteen (13) weeks of employment before the date the leave is to begin will be eligible for a Parental Leave of Absence for a period of up to thirty - five (35) weeks.

An eligible employee will provide the employer, prior to the commencement of the Parental Leave at least two (**2**) weeks written notice of the date the parental leave is to begin and end.

An employee must begin parental leave:

- (i) no more than fifty - two (52) weeks after the day the child is born or comes into the custody, care and control of a parent for the first time.
- (ii) when the pregnancy leave ends, unless the child has not yet come into the custody, care and control of a parent for the first time.

Conditions of Pregnancy and Parental Leave of Absence

1. Benefits, Seniority and Service

Employees will accumulate:

- (a) Union seniority
- (b) Service
- (c) Vacation Service

Employer paid premiums and contributions will continue providing the employee confirms in writing the benefits are to remain in effect and all related employee paid premiums and contributions will be made by the employee during the leave.

2. Right of Return

An employee returning from pregnancy or parental leave will be reinstated to their previous position, or where this is not practical, to an alternative, comparable position within the bargaining unit.

Supplementary Employment Benefits (SEB)

Pregnancy Leave

During a pregnancy leave a new natural mother may be paid SEB providing the employee:

- (a) has at least one (1) year of continuous service with the employer, and
- (b) is eligible to receive Employment Insurance Benefits (EI).

To receive SEB during a pregnancy leave, an employee must:

- (a) request the SEB in writing,
- (b) confirm application or eligibility for EI benefits,
- (c) agree to repay the benefit with failure to return to work for a minimum of 6 months,
- (d) agree to WSIB pension plan contribution deductions.

Supplementary Employment Benefits may be paid:

- (a) During the first two weeks of the pregnancy leave with proof of application,
- (b) Up to fifteen (15) weeks of the pregnancy leave with proof of EI eligibility,

The pregnancy SEB will be based on the employee's gross base salary and will be paid to the maximum of 75% of the salary. Gross base salary is calculated on the employee's gross weekly wages before deductions, received on the last day worked prior to the start of the pregnancy leave less other premiums including, but not limited to irregular hours, overtime, shift premium or differential pay for temporary assignments.

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.

Parental Leave

During a parental leave a new natural mother, natural father, adoptive mother, and/or adoptive father may be paid SEB providing the employee:

- 1. has at least one (1) year of continuous service with the employer, and
- 2. is eligible to receive Employment Insurance Benefits (EI).

To receive SEB during a parental leave, an employee must:

1. request the SEB in writing,
2. confirm application or eligibility for EI benefits,
3. agree to repay the benefit with failure to return to work for a minimum of 6 months,
4. agree to WSIB pension plan contribution deductions.

Supplementary Employment Benefits may be paid:

- (a) During the first two weeks of the parental leave with proof of application when applicable,
- (b) Up to ten (10) weeks of the parental leave with proof of EI eligibility,

The parental SEB will be based on the employee's gross base salary and will be paid to the maximum of 75% of the salary. Gross base salary is calculated on the employee's gross weekly wages before deductions, received on the last day worked prior to the start of the parental leave less other premiums including, but not limited to irregular hours, overtime, shift premium or differential pay for temporary assignments.

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.

Upon request an employee may be considered for a general unpaid leave of absence. If the leave is granted it will not exceed 6 months.

16.08 Credits Report

As soon as practicable following the end of each calendar year, every employee will be advised of the number of vacation and attendance credits, and the amount of their pension contributions with interest, to which they are entitled.

16.09 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.

16.10 Union Information

When requested, 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.

16.11 Leave of Absence Right of Return

- (i) When an employee returns to work after an approved leave of absence for reasons other than adoption, pregnancy or parental:
- of up to three (3) months, they will be returned to their former position;
 - between four (4) months and twelve (12) months, if their position is not available, they will be placed in a position in a comparable salary grade;
 - in excess of twelve (12) months, they will 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 will be placed in their former position. If the former position no longer exists, the employee will be placed in a position in a comparable salary grade. For leaves in excess of twelve (12) months they will be returned to employment.

ARTICLE 17

LEAVE OF ABSENCE FOR UNION ACTIVITIES

Intent

When an employee is elected as an official representative of the Union, a new relationship develops between the employer and the employee that includes the development and maintenance of a harmonious relationship between the parties. The Employer recognizes that all union representatives have an enhanced responsibility to the Union, its members and the Employer.

The Employer acknowledges time off work for Union duties will not be construed in performance appraisals as absence from work.

17.01 Recognition of Union Representatives

The Union will advise the Manager, Labour Relations of the names and locations of union representatives immediately following their election.

If required, the employer will modify, as follows, the work assignments of elected representatives in order to allow them to perform their union duties:

- redistribution of workload; or
- the addition of temporary staff; or
- with the agreement of the employee, transfer to a less sensitive position, with no loss of pay or penalty

17.02 Leave of Absence:

All requests for leave of absence for union representatives under this Article will be sent to the Manager, Labour Relations by a designated representative of CUPE Local 1750.

Following discussion with the employee's Operating Manager, the employer will then confirm or deny the request with the designated union representative.

The request for leave must be made as far in advance as is practical. The absence will be granted, including reasonable time for travel, subject to work requirements. Permission will not be unreasonably withheld.

Union representatives will continue to accrue seniority, credits, and benefits during Union leave except as noted in Article 17.06.

17.03 Union Paid Time Off

The Union will reimburse the Employer for the salary paid to employees for whom leave is granted for the following.

(a) Conventions and Education Courses

The employer will grant a leave of absence, for not more than five (5) consecutive days, to each employee delegate to attend union conventions and / or union education courses with at least ten (10) working days written notice from the Union.

Managers will not be required to grant a leave of absence for more than one person at any one time under this provision. The Employer will consider exceptions, subject to the work requirements, in individual offices.

(b) Conducting Internal Union Business Affairs

The Employer will, with at least ten (10) working days notice from the Union, grant leave to union representatives for the purpose of conducting the internal business affairs of the Union.

(c) Collective Agreement Negotiation, Mediation, Arbitration

The union may designate up to five (5) additional members to participate in negotiation, mediation or interest arbitration, in addition to the 6 elected members of the union negotiating committee.

17.04 Employer Paid Time Off

Collective Agreement Negotiation, Mediation, Arbitration

The Employer will grant paid leaves of absence to the elected members of the Union negotiating committee who participate in negotiation, mediation or interest arbitration without loss of pay or benefits. Not more than six (6) employees will be permitted such leave for any one (1) set of negotiations.

The Employer will grant up to five (5) days paid leave (maximum of 30) for each member of the Union's elected negotiating committee for the purpose of preparing proposals for negotiations with ten (10) days written notice of request. The Employer will also grant five (5) days paid leave (maximum of 30) to the elected negotiating committee for purposes of ratification.

GSB/ OLRB Hearing/ Grievance Meetings

Please refer to Article 12.07.

17.05 Union Local President

The Union will, following the election of a President, immediately advise the Manager, Labour Relations in writing of the name of the employee. A leave of absence with pay and all benefits shall be granted from the employee's permanent position for the duration of the term of office. The Union President, during their term of office, will be paid at the maximum rate of the third salary grade above their current, permanent salary grade.

On completion of the President's term of office, the employee will return to their previous position and service will be deemed to have been continuous for all purposes. Upon returning to their previous position, the employee's salary will be adjusted under Schedule A, recognizing their length of service in the President's role for purposes of incremental increases.

If during this leave of absence the employee's previous position is affected by technological and/or organizational change, the employee will at that time be notified in accordance with Article 6. The actual notice period will not start until the employee completes their term of office.

17.06 CUPE National

When an employee is selected for a full time position with the National Union, the Employer will be advised in writing by the local union. The Employer will grant the employee an unpaid leave of absence for a period of up to one (1) year. An additional year may be granted if requested by the Local. Such permission will not be unreasonably withheld.

Leaves to the National Union will be limited to two employees at any one time. Benefits will not be provided during their leave of absence and will be held until the employee(s) returns to work. Seniority will continue to accumulate up to a maximum of two (2) years.

The Employer will be advised three (3) months prior to the expiration of the leave of absence as to whether a years extension on the leave of absence will be requested or whether the person intends to return to work. For leaves of shorter duration, one (1) month's notice will be given.

Upon completion of the leave of absence the person may return to their previous position. Benefits will be reinstated at the current level.

If during this leave, the employee's previous permanent position is affected by technological and/or organizational change, they will be notified in accordance with Article 6. The actual notice period will not start until the employee completes their term of office.

ARTICLE 18

PAYMENT OF WAGES AND ALLOWANCES

18.01 The Employer will pay salaries by bi-weekly direct deposits. Payments will be made on the fourth working day following the close of the pay period and in accordance with the salary rates outlined in Schedule "A".

A pay period is defined as 14 consecutive days, Sunday through Saturday

With each wage payment an employee will be provided with an itemized statement of their salary, overtime and other supplementary pay and deductions in a sealed envelope.

18.02 Classification and Job Evaluation System

(1) Classification

(a) Classification of Employees

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

Employees will 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 will not be eliminated or substantially changed without notice to the Union. The Employer will provide this notice in advance.

(2) Job Evaluation system

The parties have developed and implemented a joint job evaluation system. This system includes the job description process, the job evaluation process and the maintenance process. The parties agree that the Joint Job Evaluation Committee will be responsible for ensuring the ongoing operation of the system.

(a) Committee Mandate

The Joint Job Evaluation Committee (the Committee) is responsible for evaluating all Bargaining Unit jobs using the Job Evaluation Plan. The Job Evaluation Plan and process will be periodically reviewed through discussions between the parties to ensure it continues to adequately measure and value the work of the bargaining unit workforce. The Committee will report concerns over the integrity of the Plan and process to the Employer and the Union. Changes will be made by mutual agreement.

(b) Committee Membership

The Committee will be made up of three Employer and three Union representatives. Each party will also appoint one alternate member. The committee members will receive Joint Union/Management training. A quorum for Committee meetings will be two members from each party.

The Committee will meet at the request of either party.

Salary costs for joint meetings and agreed to expenses, including reasonable preparation time, will be paid by the employer.

(c) Plan Documents

The Job Evaluation Plan; the Point Band Model Structure; Factor and Sub-Factor Weights and a job description shall be the tools used for job evaluation. Any changes to the above will be agreed to by both parties.

(d) Role of Employee

Upon request, employees will receive a copy of their job description from their manager. Employees can request of their Manager that their job description be rewritten and reevaluated due to changes in the required duties and responsibilities.

(e) Role of Manager

The Manager ensures that job descriptions for all staff are current and reflect required duties and responsibilities. In the event of change, the Manager and employee(s) should agree to the new required duties and responsibilities and submit the proper documentation to the Committee for review.

(3) Job Analysis

(a) Job Description Definition

The purpose of a job description is to document the nature and level of the work required. This includes a short summary outlining the purpose of the job, and a list of the major duties and responsibilities. A job is evaluated on the basis of the highest level of skill, responsibility, effort, and working conditions required to perform the primary functions of the job.

(b) Job descriptions will be written/reviewed:

- when a new job is created and then it will be reviewed within twelve months unless otherwise agreed to by the parties
- when the duties and responsibilities have changed due to the introduction of new technology, legislative requirements or restructuring in the organization;
- when a Manager requests a review of a job because of changes to its duties and responsibilities;
- as part of regular Maintenance. It is the Manager's responsibility to regularly review a job to determine if the required job duties and responsibilities have changed. The employer (Human Resources) will liaise with operating management ensuring that job descriptions accurately reflect required duties and responsibilities. Human Resources will review all jobs every 4 years.

(c) Process for the re-writing of job descriptions

It is the responsibility of the Employer to:

- collect job information
- review/write job descriptions
- validate job description with the incumbent(s) and Manager.

If an employee declines to validate their job description, in an effort to facilitate resolution, a meeting will be held with the Employee, Manager, Union representative and Employer representative to finalize the duties of the job in question.

The revised job description will be referred to the Committee for evaluation.

(4) Job Evaluation

(a) Definition

Job evaluation is a process for measuring the relative worth of jobs in an organization using the universal factors of skill, responsibility, effort and working conditions as defined in the JJE plan.

(b) Purpose

The purpose of **Job** Evaluation is to:

- measure the nature and level of the work.
- group jobs having relatively equivalent point values into point bands.
- assign point bands into pay grades in the salary schedule.
- provide the basis upon which wage rates are negotiated.

(c) Application of the Job Evaluation Plan

The following general rules will apply:

- The nature and level of work, and not the performance of the incumbent(s) is evaluated.
- Jobs are evaluated without regard to existing wage rates.
- Jobs are evaluated based on the level of skill, responsibility, effort and working conditions required
- The evaluation of each job will be relative to and consistent with all other jobs evaluated under the plan.

(5) Committee Evaluation Process

The following outlines the Committee evaluation process for Joint Job Evaluation:

- Committee members will review all new and revised job descriptions prior to scheduled meetings.
- The Committee will meet to evaluate the new/revised job description.
- The evaluation results will be communicated in writing to the Manager, who will advise the job incumbent(s) in writing.
- Incumbents who disagree with the evaluation results may make one request, in writing, for reconsideration. The request must outline the required job duties that were not considered. All requests for reconsideration of job evaluation decisions must be submitted to the Committee within thirty (30) working days from the date of written notification to the employee. The request must be a joint submission by the employee and their Manager.

Non Consensus

When the Committee cannot reach consensus, the Employer and the Union will each designate a representative to join the Committee to discuss the matter. Where there is only one dissenting vote, the matter will be taken as agreed. The decision of the Larger Committee is final and binding.

If the Larger Committee cannot agree, the Union may apply to the Grievance Settlement Board. The Employer reserves the right to raise the preliminary objection of arbitrability. In the interim, the decision of the employer will be implemented.

The Employer and the Committee will endeavor to complete the entire process within eight weeks from the date of request.

(6) Implementation of Decision

If a job is reclassified to a higher pay grade, the rules for salary adjustment under Schedule "A" will apply. The effective date of the reclassification will be the date that the Manager and employee agree that the change in job duties occurred. If no agreement exists, the effective date will be 20 days prior to the date the submission for review was submitted in writing.

When a job is not significantly changed but is reclassified to a lower salary grade, only the Income Protection provision in Article 6.07 will be applied.

ARTICLE 19

PILOT PROJECTS

19.01 The Employer may initiate Pilot Projects to test new work methods, organizational structures, or technologies, prior to implementing them in the workplace. In general, the duration of a Pilot Project will not exceed twelve months.

The Employer will meet with the Union at least 30 days before the project commences to discuss the purpose, duration, evaluation of the project, and the participation of Union representatives on the project team. If the Union is not afforded formal participation, arrangements will be made to meet on a regular basis to discuss the project's progress.

During the project, no participating employee will have their pay reduced. Any permanent job changes arising from the project will be dealt with according to the terms of Article 6.

ARTICLE 20

CHECK OFF OF UNION DUES

- 20.01 Every employee in the bargaining unit will have a sum equivalent to the bi-weekly dues of the Union, deducted from their pay, in accordance with the Constitution and By-Laws of the Union.
- 20.02 The deductions referred to herein will 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. Upon thirty (30) days notice from CUPE, Local 1750, the payee shall be changed to: CUPE, Local 1750 and forwarded to CUPE, Local 1750, 2600 Skymark Ave., Unit 102, Building 4, Mississauga, Ont., L4W-5B2

A list will be provided showing in alphabetical order the names and payroll numbers of all employees having dues deducted, 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 upon request with a separate employee listing giving the employee's name and address in alphabetical order, salary grade, *gross* weekly salary and transfer date.

- 20.03 The Union must advise the Employer in writing of the amount of the regular dues to be deducted, which amount will 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) Extended Medical Care Plan
 - Extended Health, Semi Private, Vision
- (b) Long Term Disability Insurance
- (c) Group Life Insurance (Basic and Optional)
- (d) Employee Accidental Death and Dismemberment Plan
- (e) Group Travel Insurance Plan
- (f) Dental
 - (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.

21.02 Workplace Safety & Insurance Coverage

(a) General

Employees are covered under the provisions of the Workplace Safety & Insurance 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 reported as per the requirements of the Canadian Custom & Revenue Agency (CCRA).

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

(c) Vacation & Attendance Credits

During the period of absence resulting from a compensable (WSIB) 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

CONTRACT EMPLOYEES

Contract employees (part-time and full-time) who are ordinarily required to work more than thirteen (13) hours per week, and contract employees who work on a regular and continuing basis are entitled to the following provisions. This Article does not apply to permanent employees (non-bargaining unit or bargaining unit) who are on temporary assignments.

This Article, together with Articles 2, 3.02, 4.01, 5, 7 and 12, constitutes the entire Agreement between the parties on this subject.

- (a) Wages will be paid on an hourly basis based upon the rules of Schedule "A".
- (b) When a paid holiday occurs, as specified in Article 10, the Employee will be paid in accordance with the Employment Standards Act.
- (c) Vacation pay will be based upon four percent (4) percent of earnings and will be paid bi-weekly.
- (d) Overtime will be paid for authorized work performed in excess of thirteen (13) hours per week or in excess of the contract employee's regularly scheduled work week if this is greater than thirteen (13) hours.
- (e) Union dues will be deducted from all contract employees in accordance with Article 20.
- (f) Contract employees who work a full time weekly schedule will be entitled to shift premiums in accordance with Article 7 of this Agreement.
- (g) When a contract employee becomes a permanent employee and successfully completes their probationary period, seniority will be calculated as outlined in Article 4.01. Seniority shall accumulate on the basis of actual time worked. 1885 hours worked is equivalent to one year of seniority.
- (h) An amount of thirteen percent (13%) of regular earnings shall be paid on a bi-weekly basis to contract employees in lieu of benefits. WSIB pensioners or pre retirement employees (on early leave) hired on a contract are not entitled to this amount.

- (i) Two (2) weeks before the expiration of their current contract each employee will be advised whether their contract will be renewed. A contract employee whose contract is not renewed is not entitled to file a grievance specific to the non renewal.
- (j) Under Article 5, length of continuous service with the Employer will be used to determine the successful candidate. Should length of service be equal, the rules in Article 4.05 will be used.
- (k) Effective October 1, 2000, where a contract employee or employees have performed the same work for a period of eighteen (18) consecutive months, the Employer will determine whether there is a continuing need for the work to be performed on an ongoing basis. The Employer will establish permanent positions in the appropriate salary grade to perform that work and will fill vacancies in accordance with Article 5 (Recruitment, Selection, Reassignments and Transfers).

The Union and the Employer will meet to discuss any extensions. Contracts will not be extended without the agreement of the Union.

ARTICLE 23

NO DISCRIMINATION/ HARASSMENT

23.01 There will be no discrimination or harassment practiced. This includes but is not limited to reasons of race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, sex, sexual orientation, age, marital status, same sex partnership, family status, record of offences or disability, or any other reason as outlined in the Ontario Human Rights Code, as amended from time to time.

Harassment is defined as engaging in a course of vexatious comments or conduct that is known, or ought reasonably to be known, to be unwelcome.

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 Labour Relations.

Designated bulletin boards are as follows:

200 Front Street West

General information bulletin boards are centrally located on the north and south 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 of general information bulletin boards is acceptable.

Downsview Rehabilitation Centre

- Cafeteria
- Lounge
- Education Centre
- Housekeeping
- Maintenance Shop

District / Area and Other Offices

Space is to be provided on the main bulletin board at each District /Area and other offices the WSIB occupies.

Lock Up Bulletin Boards

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

24.03 Performance Appraisals and Progress Reports

Performance appraisal documents are designed to coach and develop employees and as such are not disciplinary documents.

The employee will be shown a copy of performance appraisals and progress reports before they are placed in their Human Resources file. The employee may add their comments to the report before it is entered in the file. The employee will be provided a copy of the performance review and any other information they request from their file.

24.04 Employee Appraisals

The Employer will supply the Union with copies of the rules and procedures of the current Employee Appraisal System, including any information, instructions or guidance provided to Managers.

24.05 Communication with Bargaining Unit Members

CUPE Local 1750 representatives may communicate with employees in the workplace on the understanding that the business of the Employer will not be adversely affected.

24.06 Mailing List

The Employer will provide the Union with a list of current Bargaining Unit employees. Updates will be provided every month.

24.07 Additional Language Payment

- (i) When an employee is authorized to use a language other than English during the course of their employment, they will be compensated on the following basis:
 - (a) their position has not been identified as requiring the second language, at the rate of \$11.00 per hour for all such authorized work time.

- (b) their position has been identified as requiring a second language, they will 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.

24.08 Days

"Day(s)" will mean, "working day(s)" unless otherwise specified.

24.09 Printing of the Collective Agreement

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.

24.10 Amalgamation, Sale and Merger

As contemplated in Article 6.02, the parties agree to meet to discuss rights that may be afforded to employees, in addition to the rights contained in the Collective Agreement, if the employer merges, sells or amalgamates, in whole or in part, with any other service provider. This would include discussions on how opportunities should increase in proportion to seniority.

The employer will make reasonable efforts to ensure that directly affected employees are offered positions with the new employer on terms and conditions that are as close as possible to the current Collective Agreement.

Where the salary of the job offered by the new employer is less than 90% of the employee's current salary, or if the employee's service or seniority is not carried over to the new employer, the employee may decline the offer. In such a case, the employee may exercise the rights prescribed by Article 6. The employee must elect whether to accept employment with the new employer within five calendar days of receiving an offer. In default of election, the employee will be deemed to have rejected the offer with the new employer. When an employee agrees to be transferred to a new employer they will be deemed to have resigned and no other provisions of the Collective Agreement will apply except for Article 6.09.

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24.11 Indemnification Of Employees

The WSIB will provide legal representation and indemnification to employees in legal proceedings arising out of alleged acts or omissions in the performance of their duties if the employee has acted honestly and in good faith. This does not include offences under the Highway Traffic Act.

Legal representation and indemnification will not be provided if the WSIB is satisfied that an employee knowingly and intentionally acted in direct violation of WSIB policy or instruction, had no reasonable grounds to believe their conduct was lawful or committed fraudulent, criminal or malicious acts.

Potential or actual legal proceedings, complaints or claims (including lawsuits), demands for payment, and complaints to the Human Rights Commission, the Ombudsman or any professional licensing body must be reported to the General Counsel and Vice President, Legal Services as soon as possible.

Legal Services will decide whether exclusive carriage or handling of the defense of any claim including settlement, should be assumed by the WSIB or whether separate counsel will be retained. A Legal representative will be appointed at no cost to the employee if it has been determined that the employee has acted honestly and in good faith.

An employee will be required to retain separate counsel, if it appears that the interest of the WSIB and the employee may be adverse. Whether legal costs of separate counsel will be paid by the WSIB will be determined by Legal Services on a case by case basis.

If an employee fails to cooperate with their appointed legal representative, the WSIB may refuse to represent the employee and recommend that the employee retain separate legal counsel at their own expense.

The WSIB will not be responsible for legal fees or disbursements, or reimburse such expenses when an employee chooses to retain separate legal counsel without prior knowledge and approval from the WSIB.

ARTICLE 25

TERM OF AGREEMENT

This agreement shall take effect as of **April 1, 2002** and will continue in full force and effect up to and including the **31st day of March, 2005** and will 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 the Crown Employees Collective Bargaining Act, as amended.

Dated at Toronto, this 4th day of April, 2002.

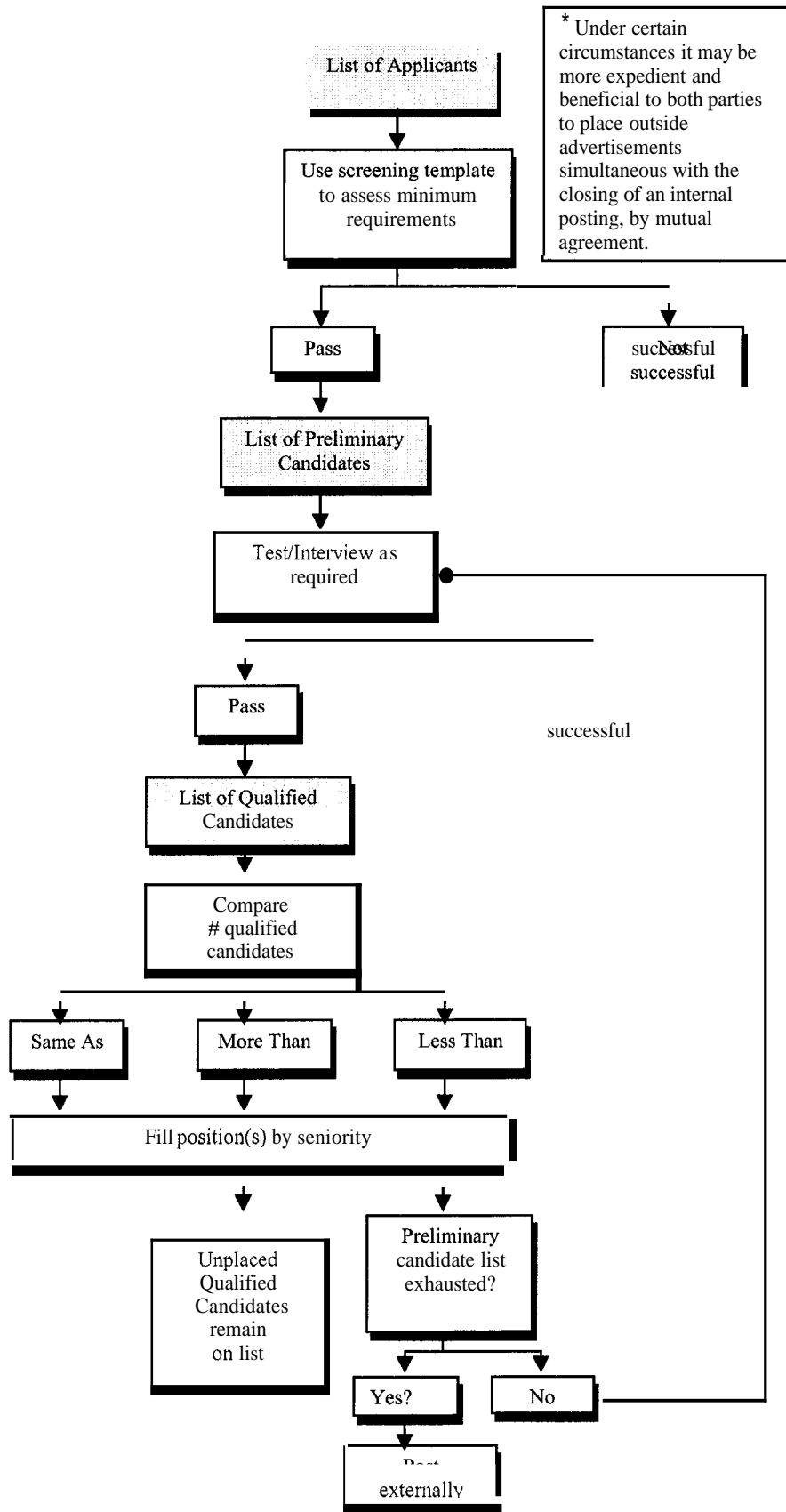
**For the Workplace Safety &
Insurance Board**

Sandy Douglas
Steve Jackson
Richard Morrison
Trish Blanchard
Andrew Doppler
Allan Mikkelsen

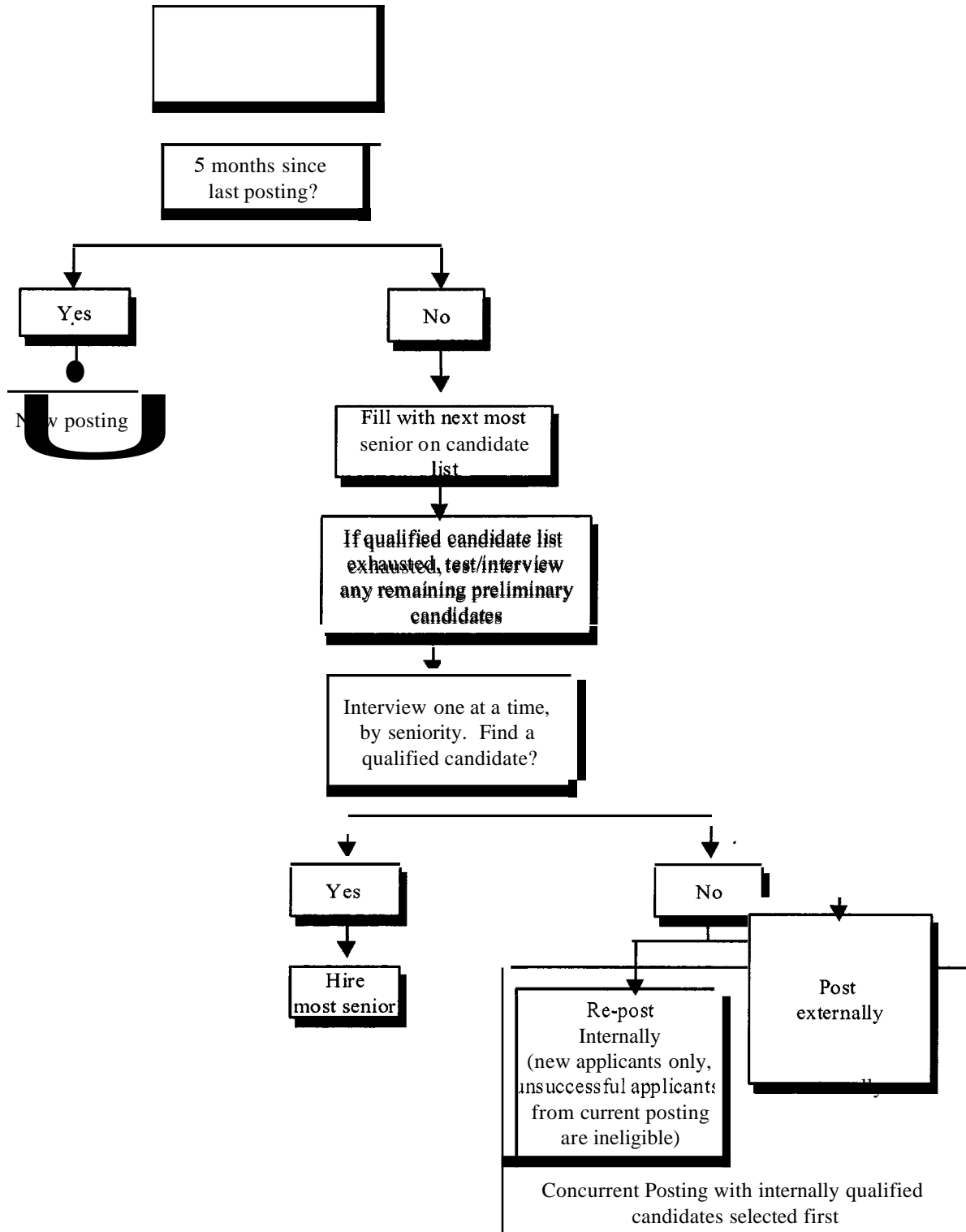
**For the Canadian Union of Public
Employees, Local 1750**

Paul Simourd
Gary Kelly
Tony Jasinski
Jerry Verhovsek
Richard Nightingale
Moe Ferriera
Luisa Gounelas
Ian Thompson
Vanessa Wolff

Appendix 1 - Recruitment & Selection Process -New Vacancies



Recruitment & Selection Process - Subsequent Vacancies within 5 months



APPENDIX 2

PERMANENT OFFICE CLOSURE

Should the employer decide to permanently close an office, a joint committee will be established immediately, with the intent of reaching agreement, in good faith, on any special provisions, beyond those contained in the Collective Agreement, that may be necessary to assist employees.

APPENDIX 3

EMPLOYEE BENEFIT PLANS

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 Contract 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 same sex 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.

* Child includes natural child, step or foster child of the employee or spouse, legally adopted child or child under legal guardianship.

3(a) 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.

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(b) Extended Medical Care

The Employer shall pay one hundred percent (100%) of the monthly premiums for the Extended Medical Care including but not limited to 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 but not limited to:

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 Liberty Health.

Paramedical payments for speech therapy, physiotherapy, massage therapy, osteopathy, podiatry, chiropody, naturopathy (including homeopathy) and chiropractic will be limited to a \$ 500.00 combined maximum per year per individual spending account. Treatment will be by Registered Professionals and will be governed by existing legislation for Health Professionals. Payment for the services of a registered masseur/masseuse when authorized by an attending physician in writing.

Payment for services of a registered clinical psychologist up to sixty dollars (\$60.00) for the first visit and forty dollars (\$40.00) per hour to a maximum of four hundred and twenty dollars (\$420.00) 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), custom-made footwear, wigs following chemotherapy (once only per person) and for juvenile Alopecia.

Purchase of an Insulin Pump or CPAP machine (sleep apnea) on a one time only basis to a maximum of \$500.00.

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, glucometers 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. Liberty Health 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 three hundred dollars (\$300.00) 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 hire. Effective May 1, 2002 any employee who has been on LTD for two (2) years and enters into the "any occupation" category will not accumulate attendance and vacation credits.

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 five thousand dollars (\$5,000.00) 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 WSIB Pension Plan. The total payment, including LTD will be paid to a maximum of 90% 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 Pension Plan and/or the WSIB Pension Plan, the total amount including LTD payments that is in excess of 90% 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.

Employees 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 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) if not already at a multiple of \$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 three hundred and thirty thousand dollars (\$330,000.00).

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 day of the month following the date of hire. 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.

Optional Dependent Life Insurance

Dependent's life coverage of \$10,000.00 for spouse and \$5,000.00 for each dependent child, is as defined in Section 2 of this appendix.

Employees become eligible for this benefit on the first day of the month following date of hire.

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

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 \$ 300,000.00.

An employee will become eligible for this coverage on the first day of the month following hire.

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

An employee shall be covered for seventy - five thousand dollars (\$75,000.00) 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 covering probationary and permanent employees and their dependants commencing the first day of the month after date of hire.
2. The cost of premiums for Dental Insurance will be borne by the Employer in accordance with the Collective Agreement.
3. 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.
4. Coverage for an employee and his dependents ceases on the last day of the month in which employment terminates.
5. 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.
6. Listed below are the Dental Services covered under this Plan.

Covered Dental Services

	Procedure Codes (inclusive)
Clinical Oral Examination	01110-01400
<u>Radiographs</u>	
Intra Oral Films	02100-02144
Extra Oral Films	02201-02600
Cephalometric Films	02701-02800 02920-02930
<u>Tests and Laboratory</u>	
Examination	04100-04400
Case Presentation	05100-05200

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.

Preventative Services

Dental Prophylaxis (only once every 6 months)	11100-11300
Fluoride Treatment	12400
Other preventative services (only once every 6 months)	13200-13210

Restorative Services

Amalgam Restorations	21101-21225
Retentive Pins	21301-21305
Silicate Restorations	2101-22102
Acrylic or Composite Restorations	23101-23223

Endodontic Services

Pulp Capping	31100-31110
Pulpotomy	32201-32211
Root Canal Therapy	33100-33420
Apexification	33501-33514
Periapical Services	34101-34212
Root Amputation	34401-34402
Other Endodontic Procedures	39100-39120
Hemisection	39210-39300
Bleaching	39400
Intentional Removal, Apical Filling and Reimplantation	39501-39600
Emergency Procedures	39901-39985

Periodontal Services

Non-Surgical Services	41100-41300
Surgical Services	42001-42500
Adjunctive Periodontal Services	43200-43600

Other Services

Denture Adjustment (minor - after 3 months from insertion)	54250
Denture Repairs	55101-55104 55201-55204 5520,55530, 55570
Denture rebase and/or relining	56200,56201 56210,56211 56220,56221 56230,56231 56260,56261 56262,56263 56270,56271 56272,56273

Surgical Services

Removal of Erupted Tooth Uncomplicated	71101-71111
Surgical Removal	72100-72240
Removal of Residual Roots	72310-72320
Surgical Exposure of Tooth	72410-72412
Transplantation of a Tooth	72430
Surgical Repositioning of a Tooth	72440
Enucleation of an unerupted tooth and follicle	72450
Alveoloplasty	73100-73110
Gingivolplasty and/or Stomatoplasty	73119-73120
Osteoplasty	73133-73141
Surgical Excision	74108-74409
Surgical Incision	75100-75110
Fractures	76198-76951
Frenectomy	77800-78110
Miscellaneous	79104-79604
Adjunctive General Services	91110
General Anaesthesia	92110-92120
	92201-92340
Professional Consultation	93100
Professional Visits	94100,94200 & 94400
Drugs	96100 & 96101

THOD ICS

Orthodontic(s)

80000, 80600, 80610, 80611, 80620, 80621, 80622,
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

Space Maintainer

81200

Orthodontic(s)

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

ORTHODONTIC PROCEDURES

Fixed 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, 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 Bridge

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

Prosthetic 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, 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 Workplace Safety & Insurance 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.

APPENDIX 4

JOINT INSURANCE BENEFITS REVIEW COMMITTEE

1. The parties have established a Joint Insurance Benefits Review Committee. The terms of reference are set out herein.

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 Medical 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 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 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 Workplace Safety & Insurance 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

Job Title _____ Date Sent _____
Expected # of Positions _____ Exemption Criteria # _____
Salary Grade _____ Division _____
Compensation Representative _____

New or Modified NBU Job

Notification under Article 1.02

Please be advised that the attached job description represents a new NBU job, a modified NBU job or a current BU positions that is to be excluded from the Bargaining Unit. The modifications and/or the reasons for the exclusion are indicated below.

This opinion does not limit the employers' ability to expand arguments for exclusion to criteria not indicated or listed in this document.

Exclusion criteria;

- 1) The job requires a member of the architectural, dental, land surveying, legal or medical profession entitled to practice in Ontario and the position requires the incumbent to be employed in such a professional capacity.
 - 2) The job requires the incumbent to exercise managerial functions.
 - 3) The job requires the incumbent to work in a confidential capacity in matters dealing with labour-relations.
 - 4) A person who has duties or responsibilities that constitute a conflict of interest with their being members of a bargaining unit.
 - 5) An increase in complement of positions currently in the NBU
 - 6) There is an agreement between the employer & the union that has addressed this exemption.
 - 7) Other reasons for exclusions or the modifications to the job are: (specify)
-

SCHEDULE "A"

Effective April 1, 2002
Permanent Full Time (36.25 hour week)

Salary Grade	Step	Annual Salary	Months to next step
805	1	23,704.94	6
805	2	26,340.48	Max
810	1	25,415.64	6
810	2	28,239.36	Max
815	1	27,245.02	6
815	2	28,757.92	6
815	3	30,271.88	Max
820	1	29,202.69	6
820	2	30,825.72	6
820	3	32,447.68	Max
825	1	31,297.23	6
825	2	33,035.73	6
825	3	34,774.23	Max
830	1	31,675.73	6
830	2	33,539.32	6
830	3	35,401.84	6
830	4	37,265.44	Max
835	1	33,940.26	6
835	2	35,936.44	6
835	3	37,933.68	6
835	4	39,929.85	Max
840	1	36,364.11	6
840	2	38,503.56	6
840	3	40,641.93	12
840	4	42,781.37	Max
845	1	38,956.88	6
845	2	41,248.15	6
845	3	43,540.49	12
845	4	45,831.76	Max

850	1	41,731.42	6
850	2	44,186.28	12
850	3	46,641.13	12
850	4	49,095.99	Max
855	1	44,246.15	6
855	2	46,848.55	12
855	3	49,452.03	12
855	4	52,054.43	Max
860	1	44,634.27	6
860	2	46,228.43	6
860	3	47,821.51	6
860	4	49,415.67	6
860	5	51,009.83	6
860	6	52,603.99	12
860	7	54,198.15	12
860	8	55,792.30	Max
865	1	47,833.28	6
865	2	49,540.76	6
865	3	51,249.32	6
865	4	52,957.88	6
865	5	54,666.44	6
865	6	56,373.94	12
865	7	58,082.50	12
865	8	59,791.06	Max
870	1	51,256.81	6
870	2	53,087.26	6
870	3	54,917.71	6
870	4	56,748.15	6
870	5	58,579.68	6
870	6	60,410.12	12
870	7	62,240.57	12
870	8	64,071.02	Max
875	1	58,350.86	6
875	2	61,782.95	12
875	3	65,216.11	12
875	4	68,648.20	Max
880	1	62,514.28	6
880	2	66,191.21	12
880	3	69,869.21	12
880	4	73,546.14	Max

885	1	66,970.65	6
885	2	70,910.60	12
885	3	74,849.49	12
885	4	78,789.44	Max
890	1	71,738.15	6
890	2	75,958.24	12
890	3	80,178.31	12
890	4	84,398.39	Max

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Effective April 1, 2003
 Permanent Full Time (36.25 hour week)

Salary Grade	Step	Annual Salary	Months to next step
805	1	24,179.04	6
805	2	26,867.29	Max
810	1	25,923.95	6
810	2	28,804.15	Max
815	1	27,789.92	6
815	2	29,333.08	6
815	3	30,877.32	Max
820	1	29,786.75	6
820	2	31,442.24	6
820	3	33,096.63	Max
825	1	31,923.17	6
825	2	33,696.45	6
825	3	35,469.71	Max
830	1	32,309.24	6
830	2	34,210.11	6
830	3	36,109.88	6
830	4	38,010.75	Max
835	1	34,619.07	6
835	2	36,655.17	6
835	3	38,692.35	6
835	4	40,728.45	Max
840	1	37,091.39	6
840	2	39,273.63	6
840	3	41,454.77	12
840	4	43,637.00	Max
845	1	39,736.02	6
845	2	42,073.11	6
845	3	44,411.30	12
845	4	46,748.40	Max

850	1	42,566.05	6
850	2	45,070.00	12
850	3	47,573.95	12
850	4	50,077.91	Max
855	1	45,131.08	6
855	2	47,785.52	12
855	3	50,441.07	12
855	4	53,095.52	Max
860	1	45,526.95	6
860	2	47,152.99	6
860	3	48,777.94	6
860	4	50,403.98	6
860	5	52,030.03	6
860	6	53,656.07	12
860	7	55,282.11	12
860	8	56,908.14	Max
865	1	48,789.94	6
865	2	50,531.58	6
865	3	52,274.31	6
865	4	54,017.04	6
865	5	55,759.77	6
865	6	57,501.42	12
865	7	59,244.15	12
865	8	60,986.88	Max
870	1	52,281.95	6
870	2	54,149.01	6
870	3	56,016.07	6
870	4	57,883.11	6
870	5	59,751.27	6
870	6	61,618.32	12
870	7	63,485.38	12
870	8	65,352.44	Max
875	1	59,517.88	6
875	2	63,018.61	12
875	3	66,520.43	12
875	4	70,021.16	Max
880	1	63,764.56	6
880	2	67,515.03	12
880	3	71,266.60	12
880	4	75,017.07	Max

885	1	68,310.06	6
885	2	72,328.81	12
885	3	76,346.48	12
885	4	80,365.23	Max
890	1	73,172.91	6
890	2	77,477.40	12
890	3	81,781.88	12
890	4	86,086.36	Max

Effective April 1, 2004
 Permanent Full Time (36.25 hour week)

Salary Grade	Step	Annual Salary	Months to Next Step
805	1	24,662.62	6
805	2	27,404.64	Max
810	1	26,442.43	6
810	2	29,380.23	Max
815	1	28,345.71	6
815	2	29,919.74	6
815	3	31,494.87	Max
820	1	30,382.48	6
820	2	32,071.08	6
820	3	33,758.56	Max
825	1	32,561.64	6
825	2	34,370.38	6
825	3	36,179.11	Max
830	1	32,955.43	6
830	2	34,894.31	6
830	3	36,832.08	6
830	4	38,770.96	Max
835	1	35,311.45	6
835	2	37,388.27	6
835	3	39,466.20	6
835	4	41,543.02	Max
840	1	37,833.22	6
840	2	40,059.10	6
840	3	42,283.86	12
840	4	44,509.74	Max
845	1	40,530.74	6
845	2	42,914.58	6
845	3	45,299.53	12
845	4	47,683.36	Max

850	1	43,417.37	6
850	2	45,971.40	12
850	3	48,525.43	12
850	4	51,079.46	Max
855	1	46,033.70	6
855	2	48,741.23	12
855	3	51,449.89	12
855	4	54,157.43	Max
860	1	46,437.49	6
860	2	48,096.05	6
860	3	49,753.50	6
860	4	51,412.06	6
860	5	53,070.63	6
860	6	54,729.19	12
860	7	56,387.75	12
860	8	58,046.31	Max
865	1	49,765.74	6
865	2	51,542.21	6
865	3	53,319.79	6
865	4	55,097.38	6
865	5	56,874.97	6
865	6	58,651.45	12
865	7	60,429.03	12
865	8	62,206.62	Max
870	1	53,327.59	6
870	2	55,231.99	6
870	3	57,136.39	6
870	4	59,040.78	6
870	5	60,946.29	6
870	6	62,850.68	12
870	7	64,755.08	12
870	8	66,659.49	Max
875	1	60,708.24	6
875	2	64,278.98	12
875	3	67,850.84	12
875	4	71,421.59	Max
880	1	65,039.85	6
880	2	68,865.33	12
880	3	72,691.93	12
880	4	76,517.41	Max

885	1	69,676.26	6
885	2	73,775.39	12
885	3	77,873.41	12
885	4	81,972.53	Max
890	1	74,636.37	6
890	2	79,026.95	12
890	3	83,417.52	12
890	4	87,808.09	Max

SALARY RULES - SCHEDULE "A"

The Employer will pay salaries in accordance with this Schedule and this Schedule will 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.

1. The job start date is the date the employee commenced the current permanent job. When an employee in a temporary assignment is permanently confirmed in the same job, their job start date will be the date they began the temporary assignment.
2. When a contract employee becomes a probationary employee in the same job, their job start date will be the date they began their uninterrupted contract employment in that job. Interruptions of 3 weeks or less will be considered as continuous service.
3. The time periods set out at the top of the columns are reflections of the job start date set out in (1). Notwithstanding paragraph one, where an employee is transferred to a new position in the same salary grade, the job start date will not be changed.
4. An employee who is promoted will have their salary adjusted to the next highest salary amount in the new salary grade, and their future salary progression will thereafter be governed by the time interval for the new salary grade.
5. An employee who is the successful applicant to a position in a lower salary grade will be placed in the next lowest amount in the new grade.
6. Reclassified Jobs

If a job is reclassified one salary grade higher than the existing grade, the incumbent's job start date will not change and the salary will be adjusted to the same step in the new range.

Exceptions

*An employee at Step 2 of salary grade 855 who has their job reclassified to salary grade 860 will have their salary adjusted to Step 3 of salary grade 860.

**An employee at Step 3 of salary grade 855 who has their job reclassified to salary grade 860 will have their salary adjusted to Step 5 of salary grade 860.

If the job is reclassified more than one salary grade higher than the existing grade, the incumbent's job start date will not change. If the salary is at minimum of the current salary grade, the salary will be adjusted to the minimum of the new grade, otherwise the salary will be adjusted to one step back in the new grade.

Exceptions

***An employee at Step 3 of salary grade 850 who has their job reclassified to salary grade 860 will have their salary adjusted to Step 3 of salary grade 860.

If a job is reclassified to a lower salary grade, the employee will be afforded Income Protection rights only, under Article 6.07.

7. Temporary Assignments

An employee assigned temporarily to perform the core duties of a job with a higher salary grade, after working three (3) consecutive days, will be paid in accordance with rule #4. Should the temporary assignment exceed three (3) consecutive days, the employee will be paid the higher rate from the date of the assignment. Employees need only meet the three (3) day requirement once in the same job to be eligible for differential pay.

8. Paid absences of up to ten (10) working days during a temporary assignment will be at the higher rate. Paid absences of more than ten (10) days, other than approved vacation or Union leave, will be paid at the rate of the salary grade from which the employee was assigned.
9. When the employer temporarily assigns an employee to the core duties of a position in a lower salary grade, they will continue to be paid at the rate of the salary grade from which they were assigned.
10. When an employee is the successful applicant to a temporary assignment in a lower salary grade and their salary is above the maximum for that job, their salary will be reduced to the maximum salary of the temporary job. If an employee is due an increment during the course of the temporary assignment, their salary will not exceed the maximum of the lower salary grade until they return to their permanent job.
11. Anyone hired into a bargaining unit position must be hired on a step.

12. The salary amounts are representative of annual sums based on a **36.25** hour work week. Refer to Article 7 for Industrial Pay Rates.

13. Income Protection

An employee with Income Protection who is the successful applicant to a job with a higher salary grade than their affected job will have their salary increased in accordance with Schedule "A" of the Collective Agreement. Their next increment date will be based on the new job start date.

When an employee with Income Protection is successful in obtaining a job in the salary grade in which they were originally affected, they will relinquish their Income Protection rights. They will receive a new job start date and will be placed on the step of the next highest salary amount.

An employee with Income Protection, who is the successful applicant for a job at a lower salary grade than their current job, will relinquish all Income Protection rights afforded under this section and will have their salary adjusted in accordance with rule #5. Their next increment date will be based on the new job start date.

When an employee with Income Protection is successful in obtaining a job in the same salary grade as their current job, Income Protection rights will continue. They will be given a new job start date; however, their next increment date will not be changed.

An employee with Income Protection, who is the successful applicant for a job with a salary grade above that of their current job, but still below the affected job, will continue to receive their protected salary. This will continue until their salary falls within the salary range for their new position, at which point they will have their salary put on a step at the next higher amount.

When an employee with Income Protection is temporarily assigned to a job with a higher salary grade, the employee is eligible for salary differential if the temporary job is in a higher salary grade than the affected job.

When an employee with Income Protection is temporarily assigned to a job with the same salary grade as the affected job, and the employee's salary is below the maximum of the affected job, they will be eligible for differential to the next highest salary amount.

14. An employee's next increment date will be extended after 60 calendar days for the duration of an unpaid leave. The employee must complete the balance of the incremental period.

JOB HIERARCHY LISTING

JOB TITLE	GRADE	JOB #
Access File Clerk	815	97
Executive Cleaner	815	81
File Clerk	815	96
Health Care Accounts Processing Clerk	815	103
Internal Courier	815	30
Microform Retrieval Operator	815	107
Printer Operator	815	99
Records Control Clerk - Health Services	815	41
Reproducing Machine Operator	815	12
Support Clerk (Revenue Operations)	815	266
Cleaner	820	37
Computer Output Microfiche (COM) Clerk	820	137
Data Entry Operator	820	164
Data Entry Operator (District Offices)	820	165
Data Entry Operator (Head Office)	820	8
File Control Clerk WSIAT/Security	820	98
General Ledger Support Clerk	820	847
Imaging Clerk (CCP)	820	51
Imaging Clerk (H.O./Regional)	820	52
Imaging Clerk (Appeals)	820	53
Imaging Clerk (Health Services Liaison Office)	820	865
Junior Accounts Payable Clerk	820	145
Mail Clerk CCP	820	794
Manual Cheque Clerk	820	196
Manuals Clerk	820	192
Microfiche Firm File Clerk	820	105
Non-Economic Loss (NEL) Records Clerk	820	40
Photocopier Administrator	820	234
Records Control Clerk	820	917
Support Clerk Drug Verification Team	820	805
Access Review Clerk	825	773
Account Support Clerk	825	850
Agency Payment Processor	825	232
Building Support Clerk	825	194
Claims Registration Clerk	825	795
Customer Service Travel Assistant	825	846
Data Control Clerk / Tape Librarian	825	263
Data Entry Operator (Thunder Bay)	825	169
Driver/Courier (Head Office)	825	150
Elections Administrator	825	191
Expense Account Clerk	825	147
External Courier Service Clerk	825	184
Facilities Support Clerk	825	882
Finance Support Clerk	825	893
HR Support Assistant	825	903
Liaison Office Support Clerk	825	907
Mail Processing Equipment Operator	825	125
Mail Room Clerk Mail Machine Operator	825	915
Microfilm Technician	825	138

Pension Confirmation Clerk	825	871
Peripheral Computer Operator	825	231
Policy Publications Service Representative	825	245
Post-Dated Cheque Clerk	825	182
Processing Control Clerk	825	134
Production Clerk (Revenue Systems)	825	807
Program Assistant	825	774
Program Assistant, Revenue Operations	825	790
Program Support Clerk (Prevention)	825	809
Publications Clerk / Receptionist	825	796
Receptionist (Appeals)	825	75
Registrar	825	727
Registrar/Support Clerk	825	726
Returned Cheque Clerk	825	143
Schedule 2 Clerk	825	180
Senior Accounts Payable Clerk	825	146
Shipper / Receiver	825	149
Shipper / Receiver / Finisher	825	159
Stop Payment Processor (formerly Cheque File Clerk)	825	200
Tape Operator	825	285
Telephone Enquiry Clerk (Access)	825	25
Telephone Enquiry Clerk/Receptionist	825	854
Word Processing Operator	825	54
WSIAT Clerk	825	916
Administrative Services Clerk	830	826
Bank Account Analyst	830	198
Bank Deposit Specialist	830	235
Business Team Support Clerk	830	868
Claims Overpayment Specialist	830	248
Clerk, Ontario Regulation Film Services (ORFS) Program	830	739
Clerk, Pneumoconiosis Program	830	768
Clinical Imaging Specialist	830	273
Collections Assistant	830	286
Direct Deposit Analyst	830	197
Drug Verification Clerk	830	740
General Maintenance Worker	830	873
General Maintenance Worker/Locksmith	830	874
Health Care Provider Registration Clerk (Revised)	830	207
Health Professional Liaison	830	912
Hearings Scheduler	830	264
Labour Market Re-Entry (LMR) Clerk	830	817
Library Technician II	830	203
Lobby Information Officer	830	741
Maintenance Person	830	18
Medical & Occupational Disease Statistical Coder	830	230
Microfiche Firm File Clerk/Team Leader	830	106
Program Assistant (SCLO)	830	885
Program Assistant (Training and Development)	830	872
Program Support Clerk	830	59
Program Support Clerk (SIP)	830	888
Project Assistant	830	139
Purchasing Clerk	830	276
Receptionist Counsellor	830	90
Secretary	830	736
Secretary	830	737

Secretary	830	839
Secretary (Collections)	830	842
Secretary (Facilities Management)	830	845
Secretary (Operations)	830	860
Senior Imaging Clerk	830	173
Senior Records Control Clerk	830	109
Sr. Processing Control Clerk	830	289
Sr. Shipper/Receiver	830	233
Sr. Statistical Coder	830	268
Stores and Print Production Clerk	830	878
Accounts Payable Analyst	835	148
Bank Reconciliation Analyst	835	42
Claims Registration Specialist	835	883
Electronic Mail Administrator	835	867
Firm File & Information Service Representative	835	772
Garnishment Administrator	835	770
Group Leader Data Entry	835	9
Health Care Information Analyst III (Revised)	835	157
Health Care Payment Processor	835	780
Intermediate Console Operator	835	43
Lease Administration Analyst	835	743
Loss of Retirement Income (LRI) Administrator	835	765
Mail Processing Equipment Operator / Group Leader	835	126
Medical Consultant Secretary	835	215
Medical Secretary (Bilingual- District Offices)	835	210
Medical Secretary (District Offices)	835	210
Medical Secretary (Head Office)	835	212
Medical Secretary (Thunder Bay)	835	211
Non-Economic Loss (NEL) Clerk	835	35
Non-Economic Loss (NEL) Clerk (Bilingual)	835	35
Payroll Analyst	835	144
Program Assistant (Employer Audit)	835	789
Research Assistant (Prevention)	835	895
Research Assistant (Research Secretariat)	835	906
Research/Policy Assistant	835	786
Secretary to Associate Director	835	840
Senior Secretary	835	838
Special Needs Controller	835	135
Technical Support Asst	835	153
Transportation and Reservation Specialist	835	831
Word Processing Specialist	835	855
Claims Allocation Control Adjudicator	840	751
Contracts Administrator	840	914
Junior Buyer	840	742
Library Technician I	840	204
Litigation Assistant	840	837
Output Verification Analyst	840	819
Overpayment Litigation Assistant	840	908
Payment Specialist	840	50
Prevention Education Administrator	840	897
Prevention Services Representative	840	798
Records Management Specialist	840	749
Research Assistant	840	828
Schedule 2 Specialist 1	840	236

Senior Account Analyst	840	821
Treasurer, Staff Association	840	132
Building Maintenance Mechanic	845	244
Buyer	845	36
Forms Analyst	845	731
Health Care InformationAnalyst II	845	806
Lead Hand	845	131
Mac Artist	845	824
Medical Statistics Coder Analyst	845	270
Policy Publications Service Specialist (Revised)	845	246
Senior Console Operator	845	262
Transfer of Cost Administrator	845	857
Translator II	845	62
Analyst (Actuarial)	850	913
.Business Systems Analyst, LRI	850	892
Collection Specialist	850	17
Data Analyst	850	875
Desk Auditor	850	45
Electronic Forms Designer	850	732
Financial Analyst - Schedule 2	850	47
Financial Analyst – Benefits	850	48
Financial Analyst – Loss of Retirement Income	850	890
Financial Analyst – Superannuation	850	49
Liaison Specialist (French)	850	879
Primary Adjudicator	850	707
Revenue Account Analyst	850	851
Audit Financial Analyst	855	862
Facilities Planner	855	735
Health Care InformationAnalyst I	855	723
Incentive Program Advisor	855	810
Medical & Occupational Disease Information Specialist	855	757
Research Analyst I II	855	760
Revenue Systems Control Analyst (Revised)	855	274
Senior Analyst Data Centre	855	918
Senior Graphic Designer	855	63
Senior Schedule 2 Specialist	855	238
Testing Specialist	855	899
Transfer of Cost Adjuster	855	226
Accounts Payable Accountant	860	748
Adjudicator Noise Induced Hearing Loss	860	706
Appeals Administrator	860	779
Claims Investigator	860	32
Collections Investigator	860	803
Co-ordinator Specialist Cash Disbursements	860	833
Co-ordinator Specialist Cash Receipts	860	834
Co-ordinator Specialist Cash Records	860	835
Corporate Communications Officer	860	764
Customer Service Representative	860	720
Field Auditor	860	46
Health Services Specialist II (Revised)	860	722
Marketing Officer	860	876
Multilingual Community Outreach Specialist	860	891

Multilingual Services Specialist	860	34
Payroll Accountant	860	747
Policy Analyst III (Benefits)	860	755
Policy Publications Writer/Editor	860	247
Revenue Recovery Specialist	860	813
Senior Collection Specialist	860	265
Account Manager	865	701
Community Program Co-ordinator	865	744
Employer Account Advisor	865	778
Ergonomist	865	66
French Language Resource Specialist	865	745
French Translator	865	271
Incentive Programs Specialist	865	895
LMR Data Specialist	865	902
Policy Analyst II (Revenue)	865	753
Return to Work Advisor	865	702
Revenue Audit Issues Analyst	865	903
Adjudication Specialist SAST	870	856
Adjudicator	870	700
Adjudicator Occupational Diseases & Survivor Benefits	870	704
Adjudicator Serious Injury Program	870	715
Art Director	870	825
Business Improvement Specialist	870	811
Business Planning Analyst	870	852
Crisis Intervention Counsellor	870	877
Director / Videographer	870	793
Director/Writer/Producer	870	909
Health Services Specialist I (Revised)	870	721
Independent Living Consultant	870	70
Liaison Nurse	870	887
Liaison Officer	870	853
NEL Clinical Specialist	870	911
Nurse Case Manager	870	822
Occupational Hygienist/Investigator	870	870
Policy Implementation Specialist	870	717
Pre 1990 Adjudicator	870	719
Program Evaluation Analyst II	870	762
Program Evaluation Specialist	870	709
Quality Improvement Specialist, Prevention	870	881
Quality Improvement Specialist, LMR	870	818
Research Analyst (Health Care Model)	870	889
Research Analyst II	870	761
Return to Work Mediator	870	703
Senior Multimedia Producer	870	719
Senior Program Specialist	870	797
Testing Co-ordinator	870	898
Workwell Evaluator	870	750
Clinical Liaison	875	886
Legal Policy Analyst	875	734
Nurse Case Manager Advance Practice	875	823
Policy Analyst (Scientific)	875	758
Policy Analyst I (Revenue)	875	754
Policy Analyst II (Benefits)	875	756

Policy/Research Analyst (PDS)	875	858
Prevention Program Specialist	875	859
Prevention Program Specialist (RTW)	875	894
Professional Practice Co-ordinator	875	863
Social Worker	875	65
Training Specialist	875	711
Training Specialist (Collections)	875	848
Program Evaluation Analyst I	880	763
Research Analyst I	880	830
Senior Prevention Policy Analyst	880	799
Appeals Resolution Officer	885	710
Scientist	885	716
Senior Employer Audit Advisor	885	904
Senior Occupational Hygienist	885	733
Senior Policy Analyst	885	713
Senior Policy/Research Analyst	885	801
Senior Policy/Research Analyst (Performance Data Specialist)	885	800
Senior Prevention Program Specialist	885	802
Psychologist	890	714
Senior Epidemiologist/Policy Analyst	890	712
Senior Scientist Research Program	890	829
Senior Scientist/Policy Analyst	890	759

LETTERS OF AGREEMENT

The following Letters of Agreement will remain in force through the term of this Collective Agreement and are attached to, but do not form part of the Collective Agreement.

- Professional Association Fees Program
- Employee Educational Opportunities
- Transfer of Pension Credits
- Pregnant Employees Working on Visual Display Terminals
- Proficiency Levels for Additional Language Payment
- Professional Duties
- Fitness Incentive Program
- Allowance for Moving Days
- Job Hierarchy Listing Review
- Human Rights Code Education
- Meal Expenses (24km)
- Joint Job Evaluation – Disclosure of Information
- Pension Plan Amendments
- Supplementary Employment Insurance Benefit (SEB)
- Pre 1995 Odd Day Balances

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

March 28, 2002

Dear Mr. Simourd:

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 their duties at the Board.

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

- Canadian Association of Medical Records Librarians
- Ontario Association of Professional Social Workers & Social Services
 - College Of Social Workers and Social Service Workers
- Ontario Psychological Association
- Ontario Health Record Association
- Canadian Psychological Association
- Association of Canadian Ergonomists
- College of Nurses of Ontario
- Registered Nurses Association of Ontario
- Ontario Occupational Health Nurses Association
- Ontario Case Managers Association
- Ontario Bar Association
- Industrial Trade Licenses (for the purpose of satisfying job requirements)
- Certified General Accountant
- Certified Management Accountant
- Canadian Society of Safety Engineers

Yours truly,

Sandy Douglas
Director, Labour Relations & Security

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

March 28, 2002

Dear Mr. Simourd:

This will confirm that the Employer will continue the “Employee Educational Opportunities” plan during the lifetime of this Agreement.

Yours truly,

Sandy Douglas
Director, Labour Relations & Security

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

March 28, 2002

Dear Mr. Simourd:

RE: Reciprocal Agreements Regarding Transfer of Pension Credits

The Workplace Safety & Insurance Board has reciprocal Pension 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.

We are also prepared to consider "ad hoc" arrangements concerning transfers provided in the pertinent sections of the Workplace Safety & Insurance Act.

Yours truly,

Sandy Douglas,
Director, Labour Relations & Security

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

March 28, 2002

Dear Mr. Simourd:

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 "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,

Sandy Douglas
Director, Labour Relations & Security

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

March 28, 2002

Dear Mr. Simourd:

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,

Sandy Douglas
Director, Labour Relations & Security

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

Examples:

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

- writing letters to union representatives, MPP's etc. regarding claim status
- written explanation of assessment costs
- 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:

- taking a detailed statement from an injured worker over the phone or in person
- giving speeches to local interest groups and answering questions
- conducting meetings with outside groups

C LEVEL OF PROFICIENCY

READING

This level requires the capacity to grasp the general meaning of routine correspondence in order to direct it to the appropriate area.

Examples:

- sorting or coding mail
- 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:

- returning worker's prescription receipts requesting further information
- sending the worker a photocopy of the claim file with a covering letter
- 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:

- answering inquiries at a reception desk
- answering telephone inquiries

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

March 28, 2002

Dear Mr. Simourd:

Re: Professional Duties

The employer agrees to ensure that the duties defined for the role of regulated health care professionals at the WSIB such as Nurses will not be inconsistent with the scope of their role as defined by the regulatory college or by the Regulated Health Professions Act.

Any employee who loses his/ her license or certificate of competence as a result of performing work required by the WSIB will receive protection under Article 6 of the Collective Agreement.

Yours truly,

Sandy Douglas
Director, Labour Relations & Security

Mr. Paul Simourd
President, Canadian Union Of Public Employees
Local 1750
2600 Skymark Avenue
Unit 102, Building 4
Mississauga, Ontario
L4W 5B2

Dear: Mr. Simourd

March 28, 2002

RE : Fitness Incentive Program (August 1,2001)

For the duration of the Collective Agreement effective April 1, 2002, permanent bargaining unit employees will **be** entitled to utilize the current Fitness Incentive Program dated August 1, 2001.

Yours truly,

Sandy Douglas
Director, Labour Relations & Security

WSIB Workplace Safety & Insurance Board 200 Front Street West
Toronto ON M5V 3J1
CSPAAT Commission de la sécurité professionnelle et de l'assurance contre les accidents du travail 200, rue Front Ouest
Toronto ON M5V 3J1

Telephone: Telephone:

(416) 344-4505

Mr. Paul Simourd
President, CUPE Local 1750
2600 Skymark Avenue
Unit 102, Building 4
Mississauga, Ontario
L4W 5B2

Telephone Device Appareil de telecommunication
for the Deaf pour sourds (ATS)
1-800-387-0050 1-800-387-0050

Re: Allowance for “Moving Days”

April 4, 2002

Dear: Paul

Over the past number of years it has become an expectation of employees that when they move between residences, that such time away from work will be automatically covered through the use of an Attendance Credit(s) under Article 16.01(a) of the Collective Agreement.

Please note that effective the date of ratification of the new Collective Agreement, should an employee request time off from work in order to move between residences and in doing so request the use of an attendance credit, such use of an attendance credit will not be an automatic but rather at the discretion of the Manager in accordance with Article 16.01(b).

Yours truly,

Sandy Douglas
Director, Labour Relations & Security

Letter of Intent

Between:

Workplace Safety & Insurance Board

And

Canadian Union of Public Employees, Local 1750

Re: BU Job Hierarchy Listing Review

- The parties acknowledge that the Bargaining Unit Job Hierarchy Listing found within the Collective Agreement contains a large number of jobs.
- In an effort to reduce the number of jobs within the listing, the parties agree to establish a Joint Committee that will review the listing with a view to possibly collapsing some jobs into others where the duties and responsibilities are so similar that it makes sense to do so.
- The Joint Committee will be responsible for creating a Project Plan inclusive of a “Terms of Reference”.
- Should an external Consultant be retained to assist in carrying out this initiative, the cost of the Consultant will be borne by the employer.
- The Joint Committee in conducting their work will also review the “job family” concept in relation to Article 6 of the Collective Agreement.

Signed this 4th day of April, 2002.

For the Employer:

Sandy Douglas, Director
Labour Relations & Security

For the Union:

Paul Simourd, President
CUPE Local 1750

Letter Of Intent

Between:

Workplace Safety & Insurance Board

And

Canadian Union Of Public Employees, Local 1750

Re: Human Rights Code Education – “Discrimination and Harassment”

- The parties acknowledge that they have a mutual interest in management and employees having a better understanding of what constitutes discrimination and harassment under the Human Rights Code.
- In recognition of this mutual interest, the parties agree during the term of this Collective Agreement to jointly develop a Human Rights Code educational document/ program manual that will result in management and employees having a common understanding of the statute.

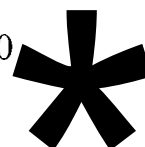
Signed this 4th day of April, 2002.

For the Employer:

Sandy Douglas
Director Labour Relations
& Security

For the Union:

Paul Simourd
President, CUPE Local 1750



Letter of Understanding

Between:

Workplace Safety & Insurance Board

And

Canadian Union of Public Employees, Local 1750

Re: Meal Expenses

It is understood and agreed to by the parties that the content below will appear in the meal and expense policy:

“The cost of lunch may be allowed only if, during the normal meal period, an employee is travelling on Board business and is at a distance of 24km or more from the employee’s home **AND** their reporting office.

Breakfast and supper allowance will normally be considered only when business travel requires overnight accommodation”.

Signed this 4th day of April, 2002.

For the Employer

Sandy Douglas, Director
Labour Relations & Security

For the Union

Paul Simourd, President
CUPE Local 1750

Letter of Understanding

Between

Workplace Safety & Insurance Board

And

Canadian Union Of Public Employees, Local 1750

Re: Joint Job Evaluation – Disclosure of Information

- The parties acknowledge that a Joint Committee is currently engaged in a process of reviewing the Joint Job Evaluation process in the spirit of Article 18.02 of the Collective Agreement.
- The parties further acknowledge that they have a mutual interest in disclosing relevant Joint Job Evaluation information to management and employees when a Bargaining Unit job is evaluated utilizing the JJE plan.
- Upon the Joint Committee completing their JJE process review and analysis and agreeing on the implementation of any recommendations made, an agreement will be reached and documented that identifies what JJE materials will be disclosed with management and employees as required.

Signed this 4th day of April, 2002.

For the Employer:

Sandy Douglas, Director
Labour Relations & Security

For the Union:

Paul Simourd
President, CUPE
Local 1750

Memorandum of Agreement

Between:
Workplace Safety & Insurance Board
And
Canadian Union Of Public Employees, Local 1750

Re: Pension Plan Amendments

The parties have agreed to make the following changes to the Employee Pension Plan (“the plan”).

- Continuation of the employee contribution holiday to the end of December 31, 2003.
- Extension of the Factor 80 window to December 31, 2003.
- Continuation of an ad hoc adjustment to 100% indexing to December 31, 2003 provided that the “Plan” is in an “excess” surplus status.
- Allow for an “old age security” (OAS) bridge for the specific period April 1, 2002 to December 31, 2003.
- Indexing of Canada Pension Plan (CPP) component of pensions in pay to December 31, 2003.

The Employer agrees to submit the proposed amendments to the Board of Directors for their approval.

Upon the Board of Directors approval, the Employer will submit the proposed amendments to the Minister of Labour and will exercise best efforts to ensure that they are taken forward for approval by the Lieutenant Governor in Council. Once approved, the amended regulation will be filed with the Financial Services Commission of Ontario and Revenue Canada.

In the event the Pension Plan is not amended by way of Regulation to incorporate all the provisions of this Memorandum within one year of ratification of the Collective Agreement, CUPE Local 1750, at its option, may give notice to the employer of their desire to terminate the Collective Agreement and to commence negotiations.

Signed this 4th day of April, 2002.

For the Employer
Sandy Douglas, Director

For the Union
President, CUPE Local 1750

Memorandum of Settlement

Between:

Workplace Safety and Insurance Board (the “Employer”)

And

Canadian Union of Public Employees, Local 1750 (the “Union”)

Whereas the Union and the Employer negotiated changes to the pension plan by way of a Memorandum of Agreement dated the 4th day of April, 2002.

And whereas the Board of Directors decided it could not, recommend approval of such changes by the Lieutenant Governor in Council.

And whereas the Union gave the Employer notice of their desire to terminate the Collective Agreement and to commence negotiations.

Now therefore, the Employer and the Union agree to resolve all matters arising out of or in relation to the Collective Agreement and the pension plan in accordance with the following terms and conditions:

1. The Employer and the Union agree to reopen the Collective Agreement and related Memorandum of Agreement and to make the following changes subject to ratification by the employer and by the membership of the Union.
2. Changes to the pension plan will be made in accordance with the attached Memorandum of Agreement.
3. The Employer agrees to make its normal cost contribution for 2003 to the plan to the extent permitted by the December 31, 2002 actuarial evaluation and provided there is no “excess” surplus as at such valuation date.
4. The Employer will pay to every bargaining unit member (in a lump sum payment) the cash equivalent of 0.5% of their annual salary as of the date of union ratification subject to statutory deductions, to be paid no later than 60 days following approval of this Memorandum of Agreement by the Board of Directors of the Employer.
5. All other matters as previously agreed to respecting the Collective Agreement remain unchanged.

DATED IN TORONTO THIS 27th DAY OF June, 2002

For the Union

For the Employer



April 2002 Agreement 31, 2005



Memorandum of Agreement

Between:

Workplace Safety and Insurance Board (the “Employer”)

And

Canadian Union of Public Employees, Local 1750 (the “Union”)

Re: Pension Plan Amendments

This Memorandum of Agreement shall replace and supersede the Memorandum of Agreement re: pension plan amendments between the parties dated April 4, 2002.

The parties have agreed to make the following changes to the Employee Pension Plan (the “Plan”):

- a) Subject to b) and c), the employee contribution holiday will continue to the end of December 31, 2003 and thereafter, employees’ contribution rate to be resumed on a gradual scale as follows: Effective January 1, 2004, at a rate of **3%**; effective January 1, 2005 at a rate of 5%; and effective January 1, 2006 a return to full contribution rate.
- b) It is understood that if an actuarial valuation reveals an “excess” surplus position and the employer elects to take a contribution holiday, the excess surplus attributable to the contribution holiday will be split between the employer and employees based upon the then current contribution rates of the employer and the employees. Each party’s share of the excess surplus will then be used to provide a full or partial employer and employee contribution holiday. The contribution reductions will be effective within 30 days of filing such actuarial valuation and will continue until the plan surplus falls below 10% of the excess surplus level as determined by the Board of Directors based on the annual Actuarial Report unless otherwise agreed to by the parties.
- c) It is understood that if an actuarial valuation reveals a surplus of less than \$50,000,000, assuming employer contributions have been made as due, any full or partial employee contribution holiday will cease and full employee contribution levels will resume within 30 days of filing such valuation with the regulatory authorities.
- d) Extension of the Factor 80 window to December 31, 2003.
- e) Continuation of an *ad hoc* adjustment to 100% indexing to December 31, 2003 providing that the Plan is in an “excess” surplus position as of December 31, 2002.

- f) One time *ad hoc* indexing adjustment effective January 1, 2003 to the Canada Pension Plan (CPP) component of pension in pay, equal to 100% of CPI (as calculated under the plan regulation).

The Employer agrees to submit these proposed amendments to the Board of Directors for their approval.

Upon the Board of Directors approval, the Employer will submit these proposed amendments to the Minister of Labour and will exercise best efforts to ensure that they are taken forward for approval by the Lieutenant Governor in Council. Once approved, the amended regulation will be filed with the Financial Services Commission of Ontario and Canada Customs & Revenue Agency.

In the event the Plan is not amended by way of Regulation to incorporate all the provisions of this Memorandum of Agreement within one year of ratification of the Collective Agreement arising out of the attached Memorandum of Settlement CUPE 1750, at its option, may give notice to the Employer of their desire to terminate the Collective Agreement and to commence negotiations.

Signed this 27th Day of June, 2002 at Toronto, Ontario

For the Employer

For the Union

Memorandum Of Understanding

Between:
Workplace Safety & Insurance Board
And
Canadian Union of Public Employees, Local 1750

Re: Supplementary Employment Insurance Benefit (SEB)

It is understood and agreed to by the parties that it was not the intention of either party for employees taking pregnancy leave followed immediately by parental leave to lose income (inclusive of SEB) during the term of this Collective Agreement when compared to income received from the former SEB plan benefit.

In good faith and in the spirit of “interest base relations” the employer agrees to pay the following one time lump sum amounts (less applicable deductions) to employees in salary grades 815 to 845 inclusive, who take pregnancy leave followed immediately by parental leave. The applicable lump sum amount will be paid to the employee at the conclusion of their pregnancy leave period and will be in addition to any other amounts available to them under the SEB provision within the Collective Agreement.

It is further understood and agreed to by the parties that this Letter of Understanding is only applicable for the term of this Collective Agreement (ending March 31, 2005) and that at the conclusion of this current Collective Agreement, the SEB benefit, unless negotiated differently, will not include any lump sum payments.

SEB Lump Sum Payment Chart

Salary Grade	Apr. 1/02 - Mar. 31/03	Apr. 1/03 - Mar. 31/04	Apr. 1/04 - Mar. 31/05
815	\$617.00	\$630.00	\$642.00
820	\$661.00	\$675.00	\$688.00
825	\$709.00	\$723.00	\$738.00
830	\$760.00	\$775.00	\$790.00
835	\$721.00	\$652.00	\$583.00
840	\$477.00	\$404.00	\$329.00
845	\$216.00	\$138.00	\$ 58.00

Signed this 11th day of April, 2002.

For the Employer

Sandy Douglas, Director
Labour Relations & Security

For the Union

Paul Simourd, President
CUPE Local 1750

“MEMORANDUM OF AGREEMENT”

Between

The Workplace Safety & Insurance Board

and

Canadian Union of Public Employees, Local 1750

RE: PRE 1995 ODD DAY BALANCES

It is agreed to by the parties that Employees who have an “odd” day balance will reduce the balance to zero by December 31, 2002. This will be accomplished by:

- Taking the existing balance in time, or
- Requesting a cash out (less applicable taxes), or
- Authorizing a transfer of the days into their vacation credit balance.

Signed this 17th day of April, 2002.

For the Employer:

Sandy Douglas, Director
Labour Relations and Security

For the Union:

Paul Simourd, President,
CUPE Local 1750