

COLLECTIVE AGREEMENT

Between:

**Ontario Compensation Employees Union (OCEU)
Canadian Union of Public Employees, Local 1750**

and

**The Workplace Safety & Insurance Board (WSIB),
Ontario**

April 1, 2011 to March 31, 2016

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April 1, 2011 To March 31, 2016

THIS AGREEMENT made this 30th day of June 2011.

Between:

**Ontario Compensation Employees Union (OCEU)
Affiliated with Canadian Union of Public Employees, Local 1750
(Hereinafter referred to as the “Union”)**

and:

**The Workplace Safety & Insurance Board (WSIB), 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.

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 Ontario Compensation Employees Union (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 The parties agree to allow one (1) Confidential Assistant, titled (Business Assistant) per Director. The parties agree in principle that the placement and distribution of these employees throughout the WSIB shall be determined by the Employer, provided the total Confidential Assistant positions do not exceed the total Director level positions.

The parties, while respecting Article 1 language, recognize the business need to avoid conflict of interest by having designated staff to help manage the workplace in a labour relations environment. The Parties agree that, in order to satisfy this requirement, employees who work in an advisory capacity with Director level and above to help manage the workplace in a labour relations environment are to be excluded from the bargaining unit.

1.03 It is not the employer's intent that non-bargaining employees perform core work normally performed by employees covered by this agreement except in cases of emergency, for purposes of training or as prescribed by the Workplace Safety and Insurance Act (WSIA).

1.04 The following does not constitute Article 1 modification:

- A title change without job content change,
- An increase in complement of positions currently in the NBU, and/or
- Changes in reporting without job content modification or alteration in authority.

1.05 When the Employer intends to create a new job(s) or modify an existing job, [classified or unclassified] 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/or 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.

- OCEU/CUPE Local 1750 – Mississauga Office (website www.oceu.ca)
- OCEU/CUPE Local 1750 designate
- Employee 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 Director 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 Director 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 the Employer and the other from the Union) 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 the Employer and the Union.

- 1.06 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.
- 1.07 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.

- 1.08 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

ORIENTATION

- 2.01 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.
 - (d) Occupational Health & Safety training as required by the Occupational Health & Safety Act (as amended).
- 2.02 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 FOR NEW PERMANENT HIRES

3.01 Probation

A newly hired employee will be on probation for a period of one hundred eighty (180) days worked from their date of hire.

3.02 Employers Obligation During Probation:

During the probationary period the employer will provide training, supervision and regular performance feedback to the employee.

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).

Note:

A newly hired employee will be on probation for a period of one hundred eighty (180) days worked from their date of hire.

(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 7.25 hours of straight time worked is equivalent to one day of seniority and 1885 hours worked is equivalent to one year of seniority.

Effective June 30, 2011, employees who submit a pre-paid leave will accumulate seniority on the basis of actual time worked. (see Article 25.05(h)).

(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 the employers intranet in March and September of each year.

- Lists will be sorted by geographic location, alphabetical order and job title.
- Lists will include: employee name, geographic location (permanent and temporary as applicable), employment status (permanent, probation and contract), seniority date, job title, salary grade, Division and Section.

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.

Example: as between March 21 and April 1, the second employee would have seniority. If this does not break the tie, then;

- (b) The employee with highest randomly assigned employee identification number (ID) will have the greater seniority.

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:

- a newly created position
- a vacancy of a temporary or permanent position
- a subsequent vacancy created by a temporary assignment
- a temporary reassignment
- anticipated vacancies via "planned recruitments" for large incumbent positions or other high turnover positions necessitating the need to post twice annually
- transfers between geographic locations

5.01 Notice of Vacancies

All vacancies will be posted on the Employers Intranet (e.g. CONNEX) and 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.

Notwithstanding the following, internally qualified candidates are selected first.

(a) Initial notice of vacancy:

A notice of vacancy will first be posted internally.

Under certain circumstances it may be more expedient and beneficial to both parties to place outside advertisements simultaneous with the closing date of an internal posting. The employer will at the same time provide the Union with notice that notice of vacancy has been posted externally.

(b) Permanent or Temporary Posting:

Where the original posting is temporary and the subsequent vacancy is permanent, the temporary incumbent can be confirmed with their agreement within 6 months of the opening date of the original posting, provided there is no higher ranking qualified candidate who turned down the temporary opportunity. A new notice of vacancy will be posted if a permanent vacancy arises after the 6 month time frame.

(c) Full Time or Part Time Posting:

All vacancies will be posted as full time unless otherwise specifically stipulated.

Where the original posting is part time and the subsequent need is determined to be full time, a new notice of vacancy will be posted. At no time will there be more than 2.5% of the bargaining unit population in posted part time jobs and 2.5% of the bargaining unit population in voluntary part time jobs as established February 1st of each year. Part time shall be no less than 14.5 hours per week.

(d) Planned Recruitment:

Notwithstanding subsection 5.01(c), the Employer may use a Planned Recruitment to create a pool of Qualified Candidates to be replenished every six (6) months from the date the posting opens.

Priority and special placement employees will be automatically considered for unfilled vacancies regardless of when the job posting closed.

Applicants will need to identify their interest in geographic location(s).

Planned Recruitment shall apply to the large incumbency jobs that are in multiple offices.

(e) Information contained in a posting:

All postings will include:

- Opening date
- Closing date and time
- Job title
- Salary grade
- Minimum & maximum rate of pay
- Number of vacancies (actual or anticipated)
- Permanent or temporary vacancy (with duration)
- Geographic location
- Hours of work (regular, irregular, variable, full time, part time)

- Job profile (major duties and responsibilities)
 - Established minimum requirements (including additional language requirements, if any)
 - Duration and location of formal initial training
 - Travel requirements
 - 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.

5.02 Eligibility to Apply for Postings

(a) Permanent & Probationary Employee

An employee, who has completed 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), or,
- an employee successfully completed a trial period for the same job with no break in occupancy.

Notwithstanding the above, a permanent employee (not probationary) on a temporary assignment will be eligible at any time to apply to a permanent vacancy. The Employer will have the flexibility to fill the temporary assignment or the permanent position on a temporary basis in accordance with Article 5.08.

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.

Eligibility for any posting will be based on the date of need rather than the date of application.

(b) Planned Recruitment

Where a posting is advertised as being a “Planned Recruitment”, employees will be invited to apply for the respective job.

(c) Same job to Same job

Eligibility periods will apply to employees who transfer via the intra or inter-geographic process.

(d) Contract Employee

Contract employees are eligible to apply for posted vacancies after completing one hundred and eighty (180) working days of continuous service.

Notwithstanding the above, a contract bargaining unit employee who has less than one hundred and eighty (180) working days 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 the same job that the contract BU employee is currently performing in the same geographic location.

(e) Language Skills

With the intent to maintain compliance with the French Language Services Act, the Workplace Safety and Insurance Act and the Collective Agreement, the employer will identify the need and practical alternatives before positions are designated as bilingual. Where bilingual (French) skills are required the following will be applied:

- Unilingual and bilingual positions will be resourced as separate jobs within the same classification identifying language requirement.

5.03 Order of Consideration for Vacancies

First Consideration

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

- Who, based on medical documentation are afforded Special Placement rights because they are unable to perform their normal duties on a permanent basis or,
- Whose position is made redundant by organizational or other changes and have Priority Placement rights (see Article 6), including those who have displaced a contract employee or,
- Who have Priority Placement rights and are laid off and are exercising their right to recall (see Article 6.11).

In order of seniority, employees will be offered placement into vacancies for which they have the comparable knowledge, skills and abilities (KSA), at or below their current salary grade or salary grade previously affected in, whichever is greater. The employer may perform a KSA gap analysis to identify training needs.

Priority Placement employees will be afforded retraining and a work trial as noted in Article 6.

Special Placement employees will be afforded retraining in accordance with Article 6.06(d).

The parties agree that they all have an obligation to assist Special Placement employees find suitable employment which maximizes the use of their skills and where possible maintains their earnings potential. In order to do this the employer will seek suitable employment opportunities in consultation with the union and the employee.

Second Consideration

Second consideration for filling any vacancy will be given to employees who submit an application and 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,
- afforded Special Placement rights and placed into a job at a lower salary grade for the duration of income protection noted in Article 6.08.

In order of seniority, employees will be offered placement into vacancies for which they have the comparable knowledge, skills and abilities (KSA). Placement applies to posted vacant positions that are at the current salary grade or closer to their highest affected salary grade. The employer may perform a KSA gap analysis to identify training needs.

Employees affected by organizational or technological change who have Secondary Placement rights will be afforded retraining and a work trial as noted in Article 6.06(d) and 6.06(e).

Special Placement employees with Secondary Placement rights will be afforded retraining in accordance with Article 6.06(d).

Third Consideration

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

- i. permanent employees with seniority, then,
- ii. contract employees with one hundred and eighty (180) working days of continuous service or more, then,

- iii. contract employees with less than one hundred and eighty (180) working days of continuous service in the same job, then,
- iv. all other applicants

5.04 Assessment of Applications

In filling a vacancy, the Employer will consider employability skills by assessing:

- Fundamental/competency skills as a base for further development
[Communication, Manage information, Measurement, Problem Solving]
- Personal management skills that drive potential for growth *[Demonstrate Positive Attributes & Behaviours, Responsible, Adaptable, Learn Continuously, Work Safely]*
- Teamwork skills and attributes needed to contribute productively *[Work with Others, Participate in Projects & Tasks]*

All internal and external applicants will be assessed using the same selection tools.

(a) Screening of Applicants:

All applicants will be eligible to be included in the screening process to attain Preliminary Candidate status.

- After the posting closes, all applications from permanent employees 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, volunteer work and/or other employment.
 - Minimum requirements may include prerequisite internal job experience for positions not posted externally.
- If applicable, the employer may also administer a job relevant objective competency/aptitude test. When such a screening tool is utilized and where there is more than one candidate being assessed, it will be graded without personal identifiers.

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

(b) List of Preliminary Candidates

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

The Employer will assess the abilities and qualifications among the pool of all Preliminary Candidates with seniority. Employees without seniority and external candidates will only be assessed if a vacancy exists after employees with seniority have been fully processed.

(c) Selection Tools

Preliminary Candidates will be graded on one or more selection tools which may include a work sample and an interview. When work samples are utilized and where there is more than one preliminary candidate being assessed, it will be graded without personal identifiers.

When more than one selection tool is used, Preliminary Candidates can only proceed to the next selection tool if their result is mathematically possible to achieve the overall minimum threshold.

(d) Pre-Qualified Candidates

Candidates who previously met the established threshold in a prior competition will remain a Qualified Candidate for 24 months from the date the employee is notified in writing. They can reuse their score in the subsequent competitions or opt once within the 24 month period to compete again and use whichever score is greater.

Where an employee competes again and achieves a higher score, they can use that score for 24 months from the date the employee was notified in writing.

Where an employee applying to a posted vacancy has held the same job on a permanent or temporary basis, 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 or probationary period in the same job. They will be considered as Qualified with a score of five (5%) above the minimum threshold.

This is contingent on the following:

- i. the job has not been significantly changed under Article 6 since they vacated the job,
- ii. 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.
- iii. the qualified candidate status meets a demonstrated need for a specific skill set for the following positions:
 - Appeals Resolution Officer (Adjudication, Revenue)
 - Learning and Technical Development Specialist (Adjudication, Revenue)
 - Program Evaluation Specialist (Adjudication, Revenue)

- Multilingual Specialist (specified language skill)

*Other jobs may be added with mutual agreement

(e) List of Qualified Candidates

Preliminary Candidates who meet the established threshold will be identified as qualified for the vacant position.

When the number of Qualified Candidates is:

- The same as the number of posted positions, the positions will be filled by the Qualified Candidates.
- Greater than the number of posted positions then the selection of the successful candidate is based on the grading achieved through the selection tools and choosing the highest ranking candidate unless the scores are relatively equal (within seven percent (7%)) then seniority becomes the determining factor.

Application:

- *When the top scorer achieves more than 7% above any other applicant and is awarded a position, the employee is no longer competing for the remaining vacancies, if any.*
- *The comparison then must be between the remaining qualified candidates.*
- *Where applicants achieve or surpass the threshold and are within a relatively equal range of 7% (e.g. 75% to 82%) seniority shall be the determining factor.*

Less than the number of posted positions, the hiring party will then assess employees without seniority and external candidates until all vacancies are filled.

All applicants will be notified in writing of their status within ten (10) working days of notifying the successful candidates.

The employer will maintain a list of Qualified Candidates for each position posted. Candidates must indicate their interest in each subsequent posting.

(f) Subsequent Vacancies

Subsequent vacancies occurring within six (6) months of the opening date of the original posting and in the same geographic location will be filled by the following process:

- i. From the original Qualified Candidate list. The next highest-ranking candidate will be offered the subsequent vacancy according to Article 5.04(e).
- ii. If the list of Qualified 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. Internally Qualified Candidates will be selected first.

5.05 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 eighty (80) working days, staff will be recruited through the posting process.

When a temporary vacancy is filled through the posting procedure as outlined in this article, any resulting vacancies may not be posted. The employer will first consider internal staff for the reassignment before going to external candidates.

The filling of temporary vacancies will usually be limited to 12 consecutive months. The Employer and the Union will meet to discuss any requirements for extension to a total of 18 consecutive months. Extensions beyond 18 consecutive months may occur with agreement of both parties. Extensions will not be processed where a more senior employee with placement rights as described in Article 5.03 accepts the temporary match.

5.06 Release of Successful Candidate

The employer will make all reasonable attempts to release a successful applicant to another position within twenty (20) working days from the date of offer. Should the employee not be released within the twenty (20) working days timeframe, they will start to receive their new higher salary* effective the 21st working day after the offer being made.

The employer shall release successful applicants no later than sixty (60) working days from the date of offer, unless otherwise agreed to by the Employer and the Employee. The length of temporary assignments will not be reduced where the release date is beyond twenty (20) working days from the date of offer.

Where there is a training requirement for a job, the release date and any salary adjustments will apply when the scheduled training starts.

Note (*):

- in accordance with Salary Rules #4 - Schedule A for promotion, or
- Salary Rule #7 for temporary assignments

5.07 Trial Period for Permanent Employees

It is not the parties' intent to repeat a trial period where an employee successfully completed a trial period for the same job.

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

- One hundred (100) working days for jobs 830 and below.
- One hundred twenty (120) working days for jobs 835 up to and including 855.
- One hundred and sixty (160) working days for jobs at 860 and above.

During the trial period the employer will provide training, supervision and regular performance feedback to the employee.

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 job for which they are qualified.

5.08 Temporary Reassignments

(a) 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 eighty (80) working 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 eighty (80) working days, they will be declared a temporary vacancy and filled in accordance with Article 5.05. The position will be posted when it is determined that the need for the reassignment will exceed eighty (80) working days. 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 5.05.

(b) 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.

(c) 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 needs employee agreement (except in cases of emergency) and will not exceed 12 consecutive months unless otherwise agreed to by the parties. At the end of the temporary assignment they will be returned to their former bargaining unit job. Such return shall not result in an organizational impact of any employee.

Effective April 1, 2012 the employee shall accrue seniority for the first sixty (60) working days but will not accumulate any further seniority until their return to the bargaining unit.

(d) 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.

(e) Right to Return to the Bargaining Unit

If an employee accepts a permanent position outside of the Bargaining Unit, Article 5.06 will apply. If they return to the Bargaining Unit, seniority will accrue during the first sixty (60) working days in the non bargaining unit (NBU) position.

The employee shall retain their seniority acquired at the date of leaving the bargaining unit, but will not accumulate any further seniority. If at the end of a twelve (12) month period, the employee has not returned to the bargaining unit via a job competition (considered after internally qualified candidates with seniority) they will lose all seniority.

5.09 Salary Treatment

See Schedule "A" for salary administration rules.

5.10 Staff Development and Progression

(a) Individual Development Plans:

Employees who have applied unsuccessfully to a job will, upon their request, be offered career planning and development by the Human Resources Division. This support could include vocational assessment, internal career counseling and tuition assistance as per the employers' tuition assistance plan. This could also include interview preparation. The focus is on helping employees in developing their knowledge, skills and abilities (KSA's) in preparation for career advancement opportunities in the WSIB.

Eligibility to reapply to the same position will be reinstated upon completion of the mutually agreed upon Plan. Where a Plan is not agreed to the eligibility to reapply will not be restricted.

(b) Job Families:

*see Appendix 1

Permanent employees within a job family position will be considered as preliminary candidates for permanent or temporary job family position and are eligible to apply according to Article 5.02(a).

(c) Job Selection Library:

The parties share a common interest to provide all applicants an equal opportunity to prepare for the recruitment/selection process.

The Employer will maintain a library of past work samples if utilized and interview questions. Each question will include a marking guideline showing the range of marks.

The library will include selection tools for all existing jobs with multiple incumbents, and will be current normally to within twelve months but no more than eighteen months of when the posting closed, unless otherwise agreed to by the identified employer and union designate.

5.11 Joint Template Committee:

The Employer and the Union recognize their shared commitment for internal career progression. Accordingly, the parties will support and maintain a Joint Template Committee.

(a) Committee Membership:

The committee will be made up of no less than two (2) Employer and two (2) Union representatives. Each party may also appoint one additional member with subject matter expertise.

The committee will meet at the request of either party.

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

(b) Mandate:

Scope will include but not be limited to reviewing and updating template minimums to recognize internal job experience following job evaluation for each job.

*normally the minimum template levels will not alter unless a job description has changed however the committee may consider exceptions.

Where the committee reaches consensus the decision will be implemented.

(c) Disputes:

Where the committee cannot reach agreement on an Article 5 template minimum the Employer's decision will be implemented. Such disputes will be considered in accordance with the grievance process.

(d) Template Levels:

Applicants can use their maximum template levels once they attain their eligibility to apply for postings.

5.12 Transfers 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 5.04(b) will apply.

Where no vacancy exists, the employee may submit a request for transfer to the employer at any time in the year. The employer will maintain a transfer list. Where a reciprocal request exists and the employer has approved, the transfer will be arranged. Such

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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.

Transfers throughout the Year

Management will make an effort to facilitate as many documented transfer requests as possible throughout the year.

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 that is significantly different from what is 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) 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.
- c) At least twenty (20) working days in advance of giving the employee(s) notice, the Employer and the Union will have meaningful discussion and 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.

- d) The Employer will provide the Union with bi-monthly reports complete with Article 6-unplaced employees, special placement, recall status and voluntary exit list, detailing employee names, classification, geographic location, and income before and after placement.

6.04 Reclassification:

Reclassification is not a significant change. A Reclassification occurs when minor changes are made to a job description which may include a job title change and/or the modification of a few duties and responsibilities. There is no right to decline the reclassified job unless there is a salary grade reduction.

6.05 Notice to Affected Employees

The Employer will advise in writing those employees affected by the change at least one hundred thirty (130) working days before the change occurs. Notices will be issued on the basis of lowest seniority. For the purposes of invoking an Article 6 notice of significant change or redundancy within the same job, unilingual and bilingual positions will be considered the same.

Employees advised will be those whose permanent job will:

- i. be significantly changed, or
- ii. become redundant.

(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. Where the employer exercises the option to

remove an employee from the job during the period of training the employer may offer full rights to Voluntary Exit or placement under 6.05(b).

If option (ii) is chosen or where an employee removes themselves from the job during the work trial, the employee will have rights under section (b) –redundancy, however, the option for Voluntary Exit will apply as follows:

- Voluntary Exit offers will be accepted by the employer when the job content has been modified resulting in a salary grade reduction or relocated to another geographic location or where the fundamental nature [core features] of the work is no longer similar.
- Voluntary Exit offers may be accepted by the employer when the job content has been modified or enhanced, where the salary grade remains the same or higher and the fundamental nature [core features] of the work is similar however:
 - Where the number of positions has been reduced the number of Voluntary Exit offers made available will be no less than the number of surplus positions.

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 removing the need to give official notice to an employee.

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 6.05,
2. an employee accepts a significantly changed position and opts out during the sixty (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, removing the need to give official notice to an employee.

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:

- at least 130 working days notice prior to layoff, and
- an offer of Voluntary Exit, (may not be applicable to employees who decline a significantly changed job that is not fundamentally different) 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 130th working day, select the most suitable of:

1. a Voluntary Exit match, or
2. a Priority placement match under Article 5.03, or
3. a displacement of a less senior bargaining unit member (bump).

This decision will be made based on information available at the time.

- (c) Each employee will only be entitled to two (2) Priority placements as a result of a technological/organizational change affecting the employee's position.

Employees may be considered as having used one (1) of their two (2) priority placements if they:

- Formally accept a significant change or priority placement job match equal to or no more than 2 salary grades lower than the income protected salary grade and remove themselves from a job within the sixty (60) working day trial period.

Limitations to rights of refusal do not apply to secondary placement.

6.06 Most Suitable Placement

Criteria for determining most suitable option:

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

An "affected" employee can use their seniority and/or placement status anywhere in the province.

- (a) If the most suitable match is a Voluntary Exit match, the following will apply;
- Where the Employer identifies a suitable Voluntary Exit match, in the same grade and same location, the employee will be placed into that position
 - 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
- (b) If the most suitable placement is a Priority Placement match the Employer will:
- confirm in writing, placement in the new position with the affected employee.
- (c) After each posting, if there is no suitable match under 6.06(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.
- (d) The employer will provide:
- 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.
- (e) 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 and will receive the remainder of their notice period as follows:
- The 130 working day notice to layoff will be suspended during the work trial for permanent placements. For temporary placements that exist beyond the notice employees will be deemed to have reached the 130th working day when the temporary assignment ends.
 - The 130 working day notice and priority placement rights will expire upon successful completion of the work trial.

Where the Employer determines the job match unsuitable during the training period, the employee will receive the remainder of their notice period.

(f) For the purposes of facilitating a priority placement, displacement or recall following layoff for unilingual matches to bilingual designated positions the following will be considered:

- “Reasonable and Necessary” requirement to provide French language service in accordance with designated areas under the French Language Services Act.
- “Reasonable and Practical” alternatives to provide French Language Services through ready access to other bilingual employees.

(g) 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.

Where priority placement rights have expired and an employee is willing to bump into another geographic location, relocation cost will only be provided if there is no displacement match (bump) available in the employee’s current geographic location.

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 \$16,500.00 (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 8)
- Legal fees/realty lease breaks/real estate fees.
- Temporary rental accommodation if new property not available.
- Storage costs.
- Utility hook ups.

6.07 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:

- i. Another position for which the employee meets the minimum requirements, at their current salary grade.
- ii. A position previously held by the employee in which they performed satisfactorily. Where more than one position is suitable, the position closest to 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 6.07 (a) (1) and (2) above in locations for which the employee has, in writing, expressed a preference.
- d) Minimum requirements refers to entry level skills required to perform the position being bumped into;
 - The employer will determine whether the impacted employee has met the "established" minimum requirements through a systematic review of the employee's knowledge, skills and experience gained through WSIB employment along with any additional information provided by the affected employees.
- e) Minimal or no training may include either "classroom" or "on the job training" to meet the established job requirements as set out above under section (d);
 - The employer will give first consideration to positions the employee is able to perform with no training. Should training be required, it will be applied as follows:
 - i. Up to 2 weeks for positions at or below salary grade 830
 - ii. Up to 4 weeks for positions at 835 and up to and including 855
 - iii. Up to 5 weeks for positions at or above salary grade 860
 - iv. Extensions may be considered as required.

6.08 Income Protection

No employee will have their actual salary reduced at the time of implementing an Organizational/Technological Change. Provisions (a) and (b) below 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 5.03 or Article 6.07 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 as part of their bi-weekly pay.

(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.

(c) Special Placement

An employee who is unable to perform their normal duties due to a medically documented diminished capacity will not have their actual salary reduced for a period of one year, at the time of implementing a permanent Special Placement match under Article 5.03.

6.09 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.

6.10 Unilingual and bilingual positions will be considered the same where no opportunity to displace a less senior employee exist to ensure a more senior employee is not laid off.

6.11 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, within three (3) working days of receiving notice from the employer. 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.

6.12 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.

6.13 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 6.14 in the amount that they would have received at the time of layoff.

6.14 Severance

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 – and over	2.5

Plus the normal cash payout of attendance credits and vacation credits.

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

6.15 Voluntary Exit Option

(a) Process to Offer

- The Director, Employee Relations will receive written offers from employees to Voluntarily Exit and will then place their names on the 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 6.05 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 20 working days, 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 for Affected Staff:

The Voluntary Exit package applies where the job has been eliminated, reduced in number, where the fundamental nature [core features] of the work is no longer similar or when the job content has been modified resulting in a salary grade reduction includes:

- 130 working days pay, plus
- the severance amount paid under 6.14

In addition the normal cash payout of attendance credits and vacation credits will be paid.

The severance payment for all employee(s) will be based on the last day of active employment with the exception of the following:

i. Prorating Severance and Voluntary Exit:

- If the employee does not accept the Voluntary Exit package within ten (10) working days, one hundred thirty (130) working days pay will be reduced by the number of days worked since the notice under Article 6.05 was given, save and except for the first ten (10) working days.
- 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.

ii. Voluntary Exit for non-affected Employees:

An employee in a job not affected by an Organizational or Technological Change may volunteer their position to be considered for elimination or matched to employees in a different job who have received notice under Article 6. If the Employer accepts the offer they will receive a Voluntary Exit package limited to 52 weeks of pay, plus the normal cash payout of attendance credits and vacation 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 ¼) hours per week at seven and one-quarter (7 ¼) 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 (¾) 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 7:00 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 following a meeting between the parties the employer will provide the employee with at least 20 working 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 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:

- Ninety cents (90¢) per hour for all work between 5:00 p.m. and 11:00 p.m.
 - Ninety five cents (95¢) 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.
- * Any change to this premium must be mutually agreed to by the Employer and Union.
- * See Appendix 6 for Data Centre shift premium

7.07 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 endeavor 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.

7.08 Time off in lieu of payment

Where the employee requests and with 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.

When the Employer determines they will function with reduced staff levels in a specific facility or location, employees not required to work will continue to receive straight time pay. Employees required to work will be paid straight time pay and will be granted straight time off in lieu on a subsequent date mutually agreed to.

*In crisis situations the parties agree to discuss alternative arrangements

7.09 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 ¼) hours or twelve (12) hours and five (5) minutes 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 and required to perform 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 (see Articles 7.09 & 7.15).
- 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.

7.10 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.

7.11 Irregular Hours

This provision applies only to employees in positions designated on or before April 1, 2005 and will not apply to new hires.

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 by the Employer to be working a minimum of forty (40) hours per week, and their salary shall be adjusted 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.

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) The meal allowance for three consecutive meals is subject to a maximum allowance of \$49.00. (\$51.00 effective January 1, 2014)

This amount allowed is itemized as follows:

	2011	2014
Breakfast	\$10.00	\$12.00
Lunch	\$16.00	\$16.00
Dinner	\$23.00	\$23.00

- (b) (i) 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.
- (ii) Employees may combine up to two (2) consecutive daily meals amounts for one meal expense, with no requirement for receipt(s).
- (c) (i) One-half hour with pay will be allowed the employee to consume a meal either at or adjacent to their work place.
- (ii) Breakfast and dinner expenses are normally claimed by employees who require overnight accommodation, or while traveling and/or working extended hours of at least two (2) hours overtime that will not allow the employee to leave/return home during the usual meal period.
- (iii) The cost of lunch may be allowed only if, during the normal meal period, an employee is traveling on Board business and is at a distance of 24km or more from the employee's home AND their reporting office.

8.02 Travel Rates:

If an employee is required to use their own automobile on the Employer's business, the employee is entitled to reimbursement on a per/km rate. The per/km rate will be adjusted

to match the drop-down 5001 km non-taxable travel rate set by Canada Revenue Agency with a 1 year lag.

During the term of this Collective Agreement, the following rates will be paid:

Effective:	2011	2012	2013
	46 ¢/km	46 ¢/km	47 ¢/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 7.11(a). Credits will be computed as follows:

- (a) When travel is by public carrier, 120 minutes before the scheduled time of departure of the carrier and all actual travel time to the final destination but no less than 60 minutes after the arrival at the carrier 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 straight time rate however:

- where 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.
- where an employee completes one shift and is required to travel to work outside of their reporting office prior to their next shift they will be compensated at a rate of time and one half paid salary.

Where the employee requests and with prior agreement of the Manager, an employee may be granted time off in lieu at the applicable rate.

3. Employees required to travel with an overnight stay will be entitled to one and one half hours as time in lieu for each occurrence capped at 5 occurrences per month.
4. 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 and Internet Expenses

Telephone:

- With employer approval, where a home telephone is required for work duties the Employer will pay 50% of the monthly basic telephone charges. Where an additional line is installed and dedicated to WSIB 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 WSIB number.

Internet:

- With employer approval, where home internet service is required for work duties, 50% of the monthly charges will be paid in accordance with the Employers technical standards.
 - A minimum of 20 working days notice will be given by the employer where home internet service is no longer required.
 - The Employer may also approve related expenses, if needed, to enable simultaneous home and business use. Proof of purchase must be provided (*examples: 100% for Ethernet cable, modem, router or 50% for enhanced connection speed*).
- In the event the parties agree that internet service needs to be installed and dedicated to work use, 100% of the installation cost and monthly charges will be paid. Proof of installation must be provided.

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.

The Vehicle Allowance Program will include:

- A fixed monthly allowance payment of \$646.00.
- An additional depreciation allowance of \$160.00 per 1,000 business kms over 23,000 business kms.
- A variable cost of 14 ¢ per business kilometer.

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

8.06 Personal Vehicles:

- (a) Employees who are required to provide a vehicle to conduct WSIB business, and who are not participating in the Vehicle Allowance Program but are required for “in-office” days (example: training) will be reimbursed for mileage & parking when travelling to the home office for one occurrence per week.
 - It is understood that other arrangements may be entered into between the parties on a local level with respect to reimbursement for travel costs.
- (b) In the event an employee’s own vehicle sustains damages in a collision while being operated on WSIB business, the WSIB will reimburse the employee to a maximum five hundred dollars (\$500.00) deductible, subject to submission of proof that the employee incurred such cost unless damages are directly due to negligence or misbehaviour.
- (c) Employees expected to drive more than 5,000 kms/year will be provided:
 - defensive driver training every four (4) to six (6) years and;
 - 50% up to a maximum of \$400.00 for the purchase of winter tires and rims every five (5) years. Proof of purchase and installation must be provided.

8.07 Travel and Business Expense Committee:

The Employer and the Union recognize their shared commitment to adhering to best practice and may update the Travel and Business Expense policy and guidelines, as needed. Accordingly, the parties will support and maintain a Joint Travel and Business Expense Committee.

(a) Committee Membership:

The committee will be made up of no less than two (2) Employer and two (2) Union representatives. Each party may also appoint one additional member with subject matter expertise.

The committee will meet at the request of either party.

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

(b) Mandate:

The committee will table recommendations for implementation of policy updates reflecting changes to Article 7 and Article 8 following each round of Collective Bargaining. The committee will also monitor for compliance with the applicable legislative obligations.

ARTICLE 9

HEALTH and SAFETY

Intent

A healthy and safe workplace is a shared responsibility between the organization and each employee. Nothing is more important than the health, safety and well being of each other and our surrounding workplace communities. The Union and the Employer are committed to promote the best health and safety practices and procedures to protect the health and safety of all employees. This will be achieved by meeting or exceeding requirements under the Occupational Health and Safety Act.

9.01 WSIB employees are not required to tolerate foul or otherwise abusive language or threatening/violent behavior from internal or external sources. All abusive and harassing calls should be reported immediately to their Manager and Security office. If the severity of the incident warrants, the matter will be investigated and a warning/ restricted access letter will be issued to the offending person(s).

The employer will take all reasonable and necessary steps to protect the health and safety of employees and their families from threatening/violent behaviour arising out of employment.

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.

9.03 Employees traveling on WSIB business are expected to travel in a safe manner and observe safe driving practices.

9.04 Joint Health and Safety Committees:

In accordance with the Occupational Health and Safety Act (OHSA) the employer will support the following committees:

April 1, 2011 To March 31, 2016

- A Central Joint Occupational Health and Safety Committee co-chaired by an Employer and Union designate.
- Local Health and Safety Committees co-chaired by an Employer and Union designates in each geographic location.

The committee will meet and function in accordance with their respective terms of reference.

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

Training:

The Employer will provide certification level I and II training to each committee representative.

ARTICLE 10

PAID HOLIDAYS

The Employer recognizes the following days as paid holidays:

- 10.01 New Year's Day
Family 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, unless they can show reasonable cause for failing to be paid related to emergency leave.

Employees are generally considered to have "*reasonable cause*" for missing work when something beyond their control prevents them from working. Examples include, but are not limited to: absences related to emergency leave (i.e. personal illness, injury, or medical emergency and the death, illness, injury, medical emergency or urgent matters relating to certain family members and dependent relatives) as well as absences for family medical leave.

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	Accumulation Rate	Total Days Per Year
Less than 7 Years	1 ¼ days/month	15
7 but less than 15 Years	1 2/3 days/month	20
15 but less than 25 Years	2 1/12 days/month	25
25 + Years	2 ½ days/month	30

11.03 Maximum Accumulation

An employee may accumulate their unused vacation entitlement up to a maximum of three (3) years entitlement as of December 31st of any year. With three months written notice from the employer, unused vacation in excess of three (3) years entitlement will be required to be taken as of Dec 31st in the fourth 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 Service Bonus:

On a once only basis on completion of an employee's 25th year of continuous service from their most recent date of hire, they will be entitled to one (1) bonus week of vacation

entitlement. If the employee never received the bonus week of vacation they will be eligible for one (1) bonus week of vacation in the year of retirement with a minimum of 20 years of continuous service.

11.06 Vacation Scheduling Within a Work Unit

Vacation leave (includes banked flex time) 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/ Service Delivery work units (whatever is applicable) on a geographic location basis.

Employees must submit requests by the last business day of:

- January for vacation from April up to and including September.
- June for vacation from October up to and including March.

Approved vacation schedules will be posted by the last business day of February and July 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/ Service Delivery work units.
- (2) Vacation requests and scheduling will be completed within their "work unit" on a seniority basis by job title.
- (3) When a Branch/ Service Delivery work units, 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 deadlines will 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.

11.07 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.

11.08 Illness on Vacation

An employee who becomes ill while on vacation may request to have the period of illness applied against Wellness Days and/or Short Term Disability and their vacation entitlement restored. The employer may request medical documentation to support the request.

11.09 Advance of Credits

For vacation purposes, employees who have exhausted their vacation credits may request, in writing, an advance on the coming year's entitlement. Such advances may not exceed one full year's entitlement.

11.10 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 Coordinators, Senior Stewards, and Unit Stewards will be as follows:

Coordinators	Senior Stewards	Unit Stewards	Other Unit Advisory Positions
Maximum of 40	Maximum of 40	Maximum of 40	Up to 3 per unit to a maximum of 120

* Head office will have the majority of recognized representatives based on a bargaining unit of approximately 2000.

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 Time Limits

In this Article, days will include all working 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 Executive Board or 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 any Step 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 OCEU/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 working 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 Representative in attendance.
- (c) If a formal complaint or difference is not satisfactorily settled by the Manager within ten (10) working days it may be processed as described below.

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 ten (10)

working days of the date the grievor received (or should have received) the decision from their Manager.

The Director or their designate who has not heard the dispute in the complaint stage will hold a meeting with the Manager, Union and the grievor, within ten (10) working days of the receipt of the grievance and will give the Union and the grievor their decision in writing within ten (10) working days of the meeting.

Where the meeting is held outside of the grievor's 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 an Executive Board member 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 ten (10) working 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 who has not heard the dispute in the complaint stage or Step 1 will hold a meeting with the Union and at the Union's discretion, the grievor, within ten (10) working days of the receipt of the grievance and will give the Union and the grievor their decision in writing within ten (10) working days of the meeting.

In situations of excessive delay by the Employer, and in order to have the grievance heard in a timely manner, the Employer agrees to pay one hundred percent (100%) of the grievor's travel, accommodation and meal expenses to attend the second step grievance meeting held outside 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) working days of the date the Union received the decision, or within fifteen (15) working 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) During the probationary period the employer will be the sole judge of an Employee's ability and suitability for employment and dismissal will be at the Employer's discretion. Probationary employees will not be able to file a grievance related to termination of their employment but can do so if the probationary Employee(s) has been terminated in bad faith, arbitrarily or for reasons that are discriminatory or contrary to legislation. Following the dismissal the parties will as necessary meet to discuss exit options that if accepted shall preclude filing a grievance.
- (b) Dismissal and discharge grievances will be heard at Step 2 of the grievance procedure provided they do so within twenty (20) working 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) working days of the complaint or difference 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) working days following the occurrence or origination of the circumstance giving rise to the grievance.

12.11 Job Posting Grievance Procedure

- (a) At any time within 5 working days of first being advised of the non-selection, an employee may request a post interview. The Employer will schedule the interview within 20 working days of the request. The post interview process will include:
- Job skill/recruitment process strengths and gaps
 - The competition threshold, along with weightings of each question, and;
 - A review of the employees graded work sample, along with the interview questions including the candidate's answers and scores.
- (b) If the employee is not satisfied, a complaint in accordance with Article 12.05 may be pursued. The Employer will provide the authorized Union Representative a copy of the employee's selection documents within five (5) working days to facilitate resolution during a formal complaint meeting.
- (c) 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.
- (d) At least five (5) working days prior to the step 1 meeting, the Employer will provide the authorized Union Representative(s) with up to five (5) selection documents for successful candidate(s) in the competition (*example: regardless of geographic location provided the same selection tools were utilized*) and the grievor's selection documents. Qualified candidate(s) documents will be provided when requested if there are less than five (5) successful candidates. The Director or their designate will hold a meeting with a member of the hiring panel, the union and the employee within ten (10) working days of the receipt of the grievance and will give the grievor their decision in writing within ten (10) working days of the meeting.

Both parties acknowledge that this does not limit rights of either party to request information for a Grievance Settlement proceeding.

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 that 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.

Prior to and during the process of non-culpable progressive discipline for performance related issues, the Employer, Union and employee will meet to discuss possible alternative courses of 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 discipline, 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) working 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 no later than 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

Statement of Intent:

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.

14.01 The parties encourage and support regular joint labour/management meetings at the corporate and local levels.

14.02 Where a Joint Committee is established, it will be comprised of a minimum of two Employer representatives and two designates of the Union.

The committee will meet at the request of either party.

14.03 The following standing committees represent ongoing joint work:

- a) Joint Template Committee (Article 5)
- b) Travel and Business Expense Committee (Article 8)
- c) A Central Occupational Health and Safety Committee (Article 9)
- d) Local Health and Safety Committees (Article 9)
- e) Joint Disability Management Committee (Appendix 2)
- f) Joint Job Evaluation (Article 18)
- g) Joint Insurance Benefits Review (Article 21)
- h) Joint Workload (Article 25)

ARTICLE 15

WELLNESS DAYS

The provisions of the April 1, 2008 to March 31, 2011 Collective Agreement, specifically Articles 15.01 to 15.08 inclusive and Article 16.01, shall remain in effect regarding Attendance Credits until December 31, 2011. At such time employees will cease accruing attendance credits.

Termination provisions for payout of banked attendance credits will remain in effect. Employees hired on or before December 31, 2011 who have three (3) or more years of service at the time of termination and leave 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.

Effective January 1, 2012, the following provisions regarding Wellness Days will come into force.

All probationary and permanent staff employees are entitled to wellness days on the following basis:

15.01 Wellness Days

Wellness days are paid absence days which may be taken in accordance with the reasons outlined in Article 15.03

15.02 Wellness Day Entitlements

An employee shall be eligible to receive nine (9) wellness days upon commencement of each calendar year.

Employees who are not actively at work at the commencement of the calendar year shall be granted entitlement to Wellness Days pro-rated based on their date of return.

New employees shall be granted wellness days pro-rated to their date of hire (*formula: 0.75 days per month*). New employees who commence employment with three (3) or less days may advance a maximum of 3 days of the following year's vacation credits provided their absence does progress to STD.

Permanent part-time employees shall have their annual wellness day entitlement pro-rated based on their work schedule. (*example: for employees working 60% of a normal work week they will receive 60% of the annual entitlement*).

At year end, a maximum of five (5) unused wellness days shall be converted to vacation entitlement.

15.03 Use of Wellness Days

a) Personal Absences

Typical reasons for personal absences may include but not limited to:

- employee's marriage, religious holidays, volunteerism, sickness/injury in the immediate family requiring the employee's presence, inclement weather, moving, preventative medical or dental care.

Employees may use wellness days, vacation credits (includes banked flex time) or time in lieu for personal absences.

In each of the above circumstances the employee will obtain prior approval. In the case of illness or emergency, the employee will notify their manager as soon as possible, normally before the commencement of their next shift.

b) Wellness Days for Short-term (STD) and Long-term Disability (LTD)

In accordance with Appendix 2, Paragraph 3(d) employees may use wellness days for salary continuance purposes for the initial three continuous days of absence due to illness (elimination period) and thereafter as a top-up to STD or LTD benefits.

Where an employee has exhausted their annual wellness day entitlement, they may request, in writing, the use of:

- Vacation credits, lieu time and banked flex days for salary continuance during the STD elimination period, top up STD and/or bridge to or top up LTD benefits.
- Banked attendance credits may be used for STD and LTD top up only.

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) consecutive working days due to illness or where an employee has been warned in writing regarding an alleged misuse of wellness days

Where a medical report is required, the employee will be responsible for no more than \$25 of the initial report and the employer will pay the difference. The employer will be responsible for the costs of all subsequent medical reports required.

15.06 Partial Deductions from Wellness Days

Where the absence is less than a full day, the wellness day deduction 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

15.07 Termination of Employment and Wellness Days

Unused wellness days have no cash value at time of termination.

ARTICLE 16

LEAVE OF ABSENCE

16.01 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 2), 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 (1) 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.

16.02 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.

16.03 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.

16.04 Education Leave

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

16.05 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.

16.06 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 receive:

- (a) Union seniority
- (b) Service
- (c) Vacation Service
- (d) Wellness Days
- (e) WSIB Pension Plan service where they choose to continue their contribution.

Both the Employer and Employee paid premiums and contributions will continue during the leave unless the Employee confirms in writing the benefits are not to remain in effect.

2. Right of Return

An employee returning from pregnancy or parental leave will be reinstated to their previous position and same working conditions, or where their job does not exist to a comparable position within the bargaining unit.

Supplementary Employment Benefits (SEB)

Pregnancy Leave

During a pregnancy leave a new birth 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

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 birth mother, birth father, adoptive mother, and/or adoptive father 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 parental 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.

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.

16.07 Credits Report

As soon as practicable following the end of each calendar year, every employee will be advised of the number of vacation (*including up to five (5) unused wellness days per year*) and attendance credits and the amount of their pension contributions with interest, to which they are entitled.

16.08 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.

16.09 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 Director, 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 Director, Labour Relations designate by a designated representative of OCEU/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 Union President, Chief Steward and 6 elected members of the union negotiating committee.

17.04 Employer Paid Time Off

(a) 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. The Union President, Chief Steward and not more than six (6) employees will be permitted such leave for any one (1) set of negotiations.

The Employer will grant up to seven (7) working days paid leave (maximum of 42) for each member of the Union's negotiating committee for the purpose of preparing proposals for negotiations with ten (10) working days written notice of request. The Employer will also grant seven (7) working days paid leave (maximum of 49) to the elected negotiating committee for purposes of ratification.

(b) GSB/ OLRB Hearing/ Grievance Meetings

Please refer to Article 13.07.

(c) Joint Committee's:

See Article 14

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

(d) Other:

The Employer will grant paid leave when requesting a meeting with the Union. Where the Union requests a meeting with the Employer, a paid leave may be granted by the Employer.

17.05 Union Local President

The Union will, following the election of President immediately advise the Director, 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 year's 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 access to an itemized statement of their salary, overtime and other supplementary pay and deductions.

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 documentation 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 documentation process, the job evaluation process, the maintenance process, communication of results and dispute resolution. 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 reviewed periodically and the list of Benchmark jobs will be reviewed annually 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.

Committee Membership

The Committee will be made up of three Employer and three Union representatives. Each party will also appoint three alternate members. 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.

Plan Tools and Documents

The tools used for job evaluation shall be:

- Job Evaluation Plan
- Point Band Model Structure
- Factor and Sub-Factor Weights
- Job Description
- Job Questionnaire and/or Change Form
- Evaluation Rationale Statements

Any changes to the above will be agreed to by both parties

Role of Employer

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

Where agreement cannot be reached following a resolution meeting between the parties the Employer will finalize the job description and submit the proper documentation to the Committee for review.

The Employer has final accountability for the job content in the job documents.

Role of Employee

Upon request, employees will receive a copy of their job description and evaluation rationale statements from their manager. Employees can request of their Manager that their job be reviewed due to changes in the required duties, responsibilities and/or job requirements.

(3) Job Analysis

(a) Job Documentation

The purpose of job documentation is to capture 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, responsibilities and job requirements. 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 documents will be written / reviewed:

- when a new job is created;
 - new jobs will be reviewed within twelve (12) months of their creation unless otherwise agreed to by the parties to confirm the accuracy of the job documents.
- when the duties and responsibilities have changed due to the introduction of new technology, legislative requirements or restructuring in the organization;
- as part of regular Maintenance. It is the Employer's responsibility to regularly review a job to determine if the required job duties, responsibilities and/or job requirements have changed. The Employer will ensure that job descriptions accurately reflect required duties and responsibilities. The Employer will review all jobs every four (4) years from the date the job was last evaluated and submit the job documents to the Committee for evaluation where required and for record keeping.

When a review is in progress but the job is altered due to an organization or technological change the original review will be completed.

On an annual basis, the Committee will identify a minimum of twenty-five percent (25%) of the BU jobs to be reviewed unless otherwise agreed to by the parties. Management will be provided with a listing of their jobs that require a twelve (12) month and/or four (4) year review.

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

It is the responsibility of Human Resources to:

- collect job information
- review/prepare job documents
- validate job documents with the incumbent(s) and Manager.

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

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

(d) Review Cycle:

The Committee shall identify an annual listing of jobs to be reviewed and will notify respective Management and incumbents.

Management will provide the Committee with documentation for each job under review indicating whether changes are required.

(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 by Pay Equity legislation.

(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:

Step 1

Committee members will:

- Individually review all new and revised job documents.
- Jointly evaluate the new/revised job documents.
- Communicate results in keeping with Article 18(6) where consensus exists or proceed to Step 2 if non-consensus occurs.

Step 2 – Non-Consensus / Mediation

When the Committee cannot reach consensus:

- The Employer co-chair and the Union co-chair will each designate one (1) representative to participate in mediation with a mutually agreed to third party to discuss the matter. Where there is only one dissenting vote (the mediator will have voice, only), the matter will be taken as agreed.



If non-consensus is unresolved:

- the Mediator will discuss findings with the committee members. The committee will have 20 working days to consider the findings before proceeding as described below.



If non-consensus continues:

- the Mediator and JJE committee co-chairs will document the history of the issues in dispute, areas of consensus and non-consensus, comparators considered, opposing rationales including clarity regarding required duties (not the position of either party), and a summary to explain the outcome. The report will be made available to the incumbents and their manager.

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

If the Committee cannot agree following mediation, the decision of the employer will be implemented.

(6) Communicating Evaluation Results:

Evaluation results will be communicated in writing to the Manager, who will advise the job incumbent(s) in writing.

(7) Appeal Process:

Incumbents may make one request for reconsideration if job duties and/or job requirements were not considered at the time of evaluation.

The request must be in writing and submitted to their Manager within thirty (30) working days from the date of written notification to the employee unless otherwise agreed to by the parties.

Management has thirty (30) working days from receipt of the submission to determine and submit their response unless otherwise agreed to by the Union and Employer.

- Where Management supports the request for reevaluation in whole or in part, the incumbent and Management must jointly submit the required document(s) to the Committee.
- Where Management does not support the request, Management will provide a written response outlining the decision rationale to both the incumbents and Committee.

Upon submission to the Committee the Appeal will be heard within sixty (60) working days unless otherwise agreed to by the parties.

From beginning to end the Appeal process should not take longer than one hundred twenty (120) working days from the date the incumbents receive the initial evaluation results.

(8) Implementation of Decision

If a job is modified resulting in a higher pay grade, the rules for salary adjustment under Schedule "A" will apply.

If agreement exists:

- the effective date of the higher pay grade 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 earliest of the date that the:
 - a) employee(s) validated an employer initiated review
 - b) appeal form was completed by the employee(s) and submitted to their Manager
 - c) job was due to be reviewed under Article 18.02(3)

ARTICLE 19

PILOT PROJECTS

19.01 Pilot Projects

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 National 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 OCEU / CUPE Local 1750, the payee shall be changed to: OCEU / CUPE Local 1750 and forwarded to OCEU / CUPE Local 1750.
- 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.
- 20.03 The Employer will provide the Union upon request with a separate Bargaining Unit employee listing giving the employee's name and home address in alphabetical order, salary grade, gross weekly salary and transfer date.
- 20.04 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.
- 20.05 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 "2" 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 (LTD) Insurance
- (c) Group Life Insurance (Basic and Optional)
- (d) Employee Accidental Death and Dismemberment Plan
- (e) Group Travel Insurance Plan
- (f) Dental

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 employee who is absent from work as a result of an accident and is entitled to benefits under the *Workplace Safety and Insurance Act, 1997* shall receive his or her full salary from the Employer. The Employer's payment of salary shall be considered compensation advances and shall continue for as long as the person remains an employee of the Workplace Safety and Insurance Board.

Where an employee is entitled to benefits, the compensation received during the year will be reported as per the requirements of the Canada Revenue Agency (CRA).

Where an employee is not entitled to benefits and is absent from work, the absence shall be considered an absence under the conditions of Article 15 and/or 16 of the Collective Agreement as applicable.

(c) Vacation

During the period of absence resulting from a compensable (WSIB) accident, vacation credits will continue to accrue.

21.03 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 will be made up of no less than two (2) Employer and two (2) Union representatives. Each party may also appoint one additional member with subject matter expertise.

The committee will meet at the request of either party.

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

4) Duties of the Committee

The duties of the committee shall consist of the following:

- (a) Development of the specifications for the public tendering of any negotiated benefits which may be included in the Employee Benefit Plan;
- (b) Determination of the manner in which the specifications will be made available for public tendering;
- (c) Consideration and examination of all tenders submitted in response to the specifications for tender and preparation of a report thereon;
- (d) Recommendation to the Employer on the selection of the insurance carrier or carriers to underwrite the Employee Benefit Plans;
- (e) Review of the semi-annual financial reports on the Employee Benefit Plans; and
- (f) 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 coverage's. The specifications for tender will describe the information to be included in the semi-annual financial statements to be prepared by the insurance carrier(s).

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

The Committee shall request the insurance carrier(s) to provide such additional information for the committee's consideration as may be required by either the Employer or the 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) Notice of Changes To Benefits Plans

The Official Plan Documents and Master Contract will remain in place for the length of the Collective Agreement. Two months advance notice shall be given to the Union of any intent to make changes to the benefit plan. If there is a difference between this information and the official plan document whichever is of greater benefit to the employee will prevail (excluding errors/omissions).

7) LTD Insurance Plan

Disputes regarding entitlement to LTD benefits are between the Plan carrier and the employee. The Employer's obligation is limited to providing an LTD Insurance Plan in accordance with the Collective Agreement.

ARTICLE 22

CONTRACT EMPLOYEES

22.01 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.

This Article, together with Articles 2, 4.01, 5, 7, 8, 9, 12, 13.01, 20 and 23 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) Where a contract employee or employees have performed the same work for a period not more than 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.

- (l) Upon request, the Employer will provide the Union a listing of contract employee name/agency hire, job title, geographic location, salary, date of hire and expected duration of the work assignment.
- (m) Temporary agency hires:
- Temporary agency hire(s) are employees of that external company utilized to address a short term need and are not members of the bargaining unit but performing bargaining unit work. The employer will provide OCEU/ Local 1750 a list of agency staff on a quarterly basis and will pay the equivalent of union dues on behalf of any agency hires.

22.02 Student Employees:

Articles 2, 4.01, 7, 8, 9, 10, 12, 13.01, 20, 22.01 a, b, c, e (effective January 1, 2012), f, g, i, j, k, and l, 23, 29 and 30 constitutes the entire agreement between the parties on this subject.

- A student is a fixed-term employee occupying a “student position” during his or her regular school, college or university vacation period during his or her regular school, college or university session or vacation period or occupying a “co-operative education student position” under a cooperative education program.
- A “regular vacation period” within the meaning of a student position includes summer vacation, inter-semester breaks, academic breaks, December Holidays, and a period of time of six (6) months following completion of the requirements for graduation from an educational institution.
- A “student position” or “co-operative education student position” is a fixed-term position with terms and conditions specifically applicable to students.
- A co-operative educational training program within the meaning of “co-operative education student position” is a cooperative education training program in a college, university or other post secondary institution. This does not preclude entering into unpaid co-operative work placements.

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 or religion, sex, sexual orientation, age, marital status, same sex partnership, family status, record of offences, physical or mental 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.

Harassment of a sexual nature is comprised of sexual comments, gestures, or contact that the individual knows or ought reasonably to know to be unwelcome, objectionable or offensive. The behaviour may be on a one time basis or series of incidents, however minor. Harassment of a sexual nature is unsolicited, one-sided and/or coercive. Both males and females may be victims of such actions.

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

23.03 Mutually Agreed to Third Party:

The Employer and Union recognize extenuating circumstances that may lead to the need for third party investigations. With employer agreement, disputes will be submitted to a mutually agreed upon third party.

ARTICLE 24

PERFORMANCE APPRAISALS

24.01 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 has the right to consult with a union representative prior to providing their written comments. The employee will be provided a copy of the performance review and any other information they request from their file.

Approved leaves of absences will not be considered punitive in a performance appraisal.

24.02 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.

ARTICLE 25

WORK / LIFE BALANCE

25.01 Preamble:

The Employer and the Union are committed to maintaining a workplace that demonstrates a sincere and continuing interest in the individual and collective well-being of all employees and recognizes the inherent worth and dignity of every employee.

The Employer undertakes to:

- Protect the safety and health of its employees when assigning work, covering absence or vacation leave.
- Ensure that there is no unreasonable workload imposed on an employee.

The Employer and the Union acknowledge that workload can fluctuate and should be reviewed on an ongoing basis with the goal of equitable and reasonable distribution of workload.

The Employer will ensure that employees know what is expected of them by providing ongoing performance feedback and collaborate on development objectives through regular supervision.

25.02 Flex Work Arrangements

a) Principles

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/wellness days 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.

b) Terms and Conditions

The Employer will support the following flex work arrangements.

Employees work necessary extended hours for:

4 days to attain the 5 th day off work

9 days to attain the 10 th day off work
--

14 days to bank 1 day as vacation time
--

19 days to bank 1 day as vacation time
--

- * Arrangements under the 14 and 19 day FWA are treated as banked vacation days unless the Employer approves the arrangement as a regularly scheduled day off.

Flexible work arrangements in existence on date of signing the Collective Agreement will continue until the employee can be accommodated in their choice of one of the four options above.

Subject to business needs, 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.

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) 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.

f) 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 prior to January 1, 2012. Wellness Days thereafter.
- iii. Vacation time
- iv. Make up the time

g) Termination/Temporary Suspension of Arrangements

The termination/temporary suspension of a Flexible Work Arrangement (FWA) may occur with at least 20 working days written notice if any one or more of the following occur:

- i. Where the Employer determines a negative impact on service delivery, the Employer will meet with the Union to discuss the rationale for terminating a Flexible Work Arrangement.
- ii. At any time by mutual agreement of the parties (employee(s) and Manager).
- iii. 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.
 - d. Fails to adhere to their flex hours of work.
- iv. Employees on a Maternity Leave or Parental Leave will have their flex arrangement reinstated upon their return to the workplace.

h) 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.

i) Temporary Interruption

During peak vacation periods, the employer may with 20 working day notice (in accordance with Article 7.04) require an employee who is on a FWA arrangement to temporarily return to a regular work week schedule to accommodate vacation requests.

25.03 Part Time Employment for Permanent Employees

Permanent employees may submit a request for part time employment in their job to the employer. The employer will maintain a list of part time requests. Where a reciprocal request exists in the same job and same location with the employer's approval, the part time work will be arranged. Such approval will not be unreasonably withheld.

At no time will there be more than 2.5% for voluntary request and 2.5% for posted positions 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 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 but the work will be pro-rated.
- A part time arrangement could include a job share.
- The Manager and the employee(s) will agree to a start date.
- Part time arrangements will be for a minimum duration of 6 months.
- With 6 weeks written notice, the employee or the Manager may confirm a return to full time hours or portion thereof.
- Seniority will be prorated based on the percentage of full time hours.
- Benefits cannot be pro-rated. The WSIB will pay a pro-rated premium to reflect the paid hours of work and the employee must pay the balance to continue benefits coverage if they choose to exercise this option.

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.

Overtime Application for Part Time Employees

A part time employee who agrees to work additional seven and one-quarter (7 ¼) hour days to a maximum of a 36.25 hour week during the regular workweek Monday through Friday will be compensated at the straight time rate.

Overtime rates apply when:

- work is performed in excess of seven and one-quarter (7 ¼) hours or twelve (12) hours and five (5) minutes or on the first regularly scheduled day of the weekend as applicable in accordance with Article 7.08 or
- on a second regularly schedule day off in accordance with Article 7.09.

25.04 Home Office Program:

Any work at home arrangement, on an occasional or regular basis, must be required by the Employer.

a) Application

Factors management will consider in deciding to approve a work at home arrangement include:

- employees are required to perform 60% or greater of their regular work hours as assigned from their home office location
- the work to be performed is operationally feasible
- the quality and quantity will be at least as good as that performed at the workplace
- the work can be performed in a cost effective manner
- all terms of employment including the collective agreement and health and safety standards and policies will be upheld

b) Management will identify those job classifications for which the Home Office Program is an option based on the criteria listed above. Employees in these job classifications will be provided with the option of a work at home arrangement once they have successfully completed their probationary or trial period. Additionally, these employees will be provided with the option of entering the Home Office Program once they are working 60% or greater of their regular work hours as assigned from their home office location.

The Specifications of the Home Office Program are attached as Appendix “5”.

25.05 Pre-Paid Leave Plan:

An employee may apply to participate in the Pre-paid leave plan as permitted under the Income Tax Act (Canada) in order to defer pre-tax salary dollars to fund a leave of absence. The deferral period must be at least one (1) year but not more than four (4) years with a minimum salary deferral of twenty percent (20%). The period of leave must be a minimum of six (6) months and a maximum of twelve (12) months. The income earned in the year you receive your deferral salary must not exceed your annual salary.

Examples based on 20% deferral:

Duration of the Leave	Amount Deferred	Deferral Period
6 Months	20%	24 months
9 Months	20%	36 months
12 Months	20%	48 months

- a) In order to be eligible for a pre-paid leave, the employee must have a minimum of three (3) years seniority.
- b) Employees will be considered based on their bargaining unit seniority.
- c) In the interest of maintaining customer satisfaction, the employer reserves the right to limit the number of Employees to a cap of 4% in any one year to take a leave.
- d) Employee benefits will be calculated according to the terms of the Collective Agreement.
 - During the leave period, attendance credits will not accumulate, Basic life, AD&D, LTD will remain in effect. Any optional insurance that is employee paid will remain the responsibility of the employee and will be paid in advance of the leave.
 - Medical and dental plan coverage will remain employer paid for sixty (60) consecutive working days from commencement of the leave. The employee may opt for continued coverage for the duration of the leave. Premiums for continued coverage shall be paid prior to the commencement of the leave.
 - Upon return from the pre-paid leave, the employees Health Care benefits will be fully reinstated.
 - Where an employee does not maintain their benefit contributions, dental benefits will be reinstated subject to the limits of the master contract (currently \$150 dollar maximum for the first year).
- e) Pension contributions shall be made and shall be calculated as if the full salary were received by the participating employee. During the deferral period, pension

contributions will be based on the full annual base salary and shall be made by the Employer and Employee.

Upon return from the pre-paid leave, the employee may opt to buy back pension service for the period of leave as per the WSIA Pension Regulations.

- f) An employee returning to work from their period of leave will be reinstated to their previous job or where this is not practical, to an alternative, comparable job within the bargaining unit.
- g) Employment service time will not accumulate during the period of leave.
- h) An employee will not accumulate vacation entitlement or seniority beyond sixty (60) consecutive working days.
- i) The period of leave shall not count as a year of experience for salary progression on schedule A. General Increase for the period of the leave will be applied to base salary upon return from the leave.
- j) The funds being deferred will be held in a trust account with the financial institution the Employer selects, with interest being paid annually.
- k) With mutual agreement leaves may be deferred for up to one year under circumstances which do not permit the leave to be taken at the time originally contemplated. Any monies accumulated shall remain in the “pre-paid leave plan”.
- l) In the event an employee successfully competes for a job within a year prior to the commencement of their leave the employer may defer their leave for a period of up to one year.
- m) The period of leave shall run consecutively.
- n) An employee who applies for a leave and is granted a leave shall have the option to withdraw at any time prior to commencement of the leave. Any monies accumulated shall be released from the “pre-paid leave plan” and paid to the employee. Where possible 6 months and no less than 60 working days advance notice will be provided.
- o) 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 commence when the leave is concluded.

25.06 Joint Workload Committee:

The Employer and the Union recognize their shared commitment for the delivery of quality service to Ontario's Workers, Employers and Stakeholders. Accordingly, the parties will support and maintain a Joint Workload Committee responsible for considering workload concerns.

a) Committee Membership:

The committee will be made up of no less than two (2) Employer and two (2) Union representatives. Each party may also appoint one additional member with subject matter expertise.

The committee will meet at the request of either party.

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

b) Committee Mandate:

The Workload Committee will review systemic workload issues. The Committee will be able to review workload issues with any area they deem appropriate to acquire sufficient knowledge of the issue in order to make recommendations.

The following may be taken into account when the committee reviews workload issues:

- Individual and team workload.
- Equalization & equitable distribution of work.
- Statistical account of time to perform various functions.
- Coverage for absences, special projects and vacations.
- Other workplace demands (i.e. committee work, meetings, training).
- Introduction of new technology and systems.
- Job design.

The purpose of the Workload Committee is to make recommendations to the respective Vice President or Chief Officer, on workload issues relating to but not limited to the above factors.

c) Role of the Employer:

The Vice President or Chief Officer, respectively will provide a formal response within 30 working days to the recommendations of the Workload Committee. Should

a recommendation not be implemented, the reasons for the decision will be provided to the Workload Committee.

d) Individual Complaints:

Individual workload complaints brought forward by employees will be considered in accordance with the grievance process. The nature of the complaint and any resolution will be shared with the committee.

ARTICLE 26

AMALGAMATION, SALE and MERGER

26.01 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 shall give the Union a minimum of forty (40) working days notice of its intention to merge, sell, or amalgamate, in whole or in part, any work performed by employees within the Bargaining Unit.

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 working 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 6.14.

ARTICLE 27

INDEMNIFICATION of EMPLOYEES:

27.01 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 28

PENSION

28.01 Employee Pension:

The Employer and Union recognize that the Administrator of the WSIB Employees Pension Plan has a fundamental fiduciary obligation to act in the best interest of all pension plan members.

The Employer will maintain the WSIB Employees' Pension Plan as prescribed and continued under section 171(3) of the *Workplace Safety and Insurance Act*, during the term of this Collective Agreement subject to the terms of the WSIB Employees' Pension Plan, as set out in O. Reg. 455/97 and as amended from time to time.

The Employer is committed to full transparency of matters pertaining to the Plan and will promptly notify the Union of any recommendations concerning plan enhancements, governance, changes to employer funding contribution rates and actuarial assumptions in advance of implementation and the details thereof.

The Employer and Union shall negotiate matters pertaining to the Pension Plan during collective bargaining.

The Employer and the Union also acknowledge that the *Workplace Safety and Insurance Act* may be amended by the Legislature at any time and that such amendments are beyond the control of the Employer. The Employer and the Union further acknowledge that changes to O. Reg. 455/97 must be approved by the Lieutenant Governor in Council in order to be effective.

28.02 Meetings:

The Employer and Union will meet at the request of either party to discuss pension matters including plan enhancements, governance, changes to employer funding, contribution rates and actuarial assumptions. It is also understood that this material is confidential and should not be publicly released without consent of the employer.

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

ARTICLE 29

GENERAL

29.01 Apparel

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

29.02 Days

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

29.03 Printing of the Collective Agreement

The Union and Employer 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.

29.04 Negotiations

The Union and Employer will share the cost of a location used by the respective bargaining teams to negotiate a Collective Agreement. The location will be one that has a union shop.

29.05 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 Union, subject to the approval of the designated person in Labour Relations. Such approval will not be unreasonably withheld.

Designated bulletin boards are as follows:

200 Front St. 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.

District / Area and Other Offices

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

29.05 Communication with Bargaining Unit Members

OCEU/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.

29.06 Membership Data

Every month, the Union will be notified in writing of the name, home address, work location and job title of each employee entering or leaving the Bargaining Unit and employment status including active as full time or part time and non-active on a paid or unpaid leave.

ARTICLE 30

TERM OF AGREEMENT

This agreement shall take effect as of **April 1, 2011** and will continue in full force and effect up to and including the **31st day of March, 2016** 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.

The General Increase for the term of agreement shall be:

Effective:

2011	Jan. 1, 2012	June 1, 2012	Jan. 1, 2013	June 1, 2013	Jan. 1, 2014	June 1, 2014	Jan. 1, 2015	June 1, 2015
0%	0.5%	0.5%	1.45%	1.45%	1.45%	1.45%	1.45%	1.45%

Dated at Toronto, this 30 day of June, 2011.

**For the Workplace Safety &
Insurance Board**

Paul Simourd
Wayne Weatherbee
Rod Cook
Oran Laing

**For the Ontario Compensation
Employees Union / CUPE Local 1750**

Harry Goslin
Martim Gaspar
Beth Harris
Tony Dinardo
Ron Biega
Cynthia Ireland
Anna Rivet
Mariane Mallia
Jim Morrison

SCHEDULE "A"

**2011 - 2012 Salary Summary, Permanent Full Time Employees
Bargaining Unit Salary Ranges
Effective April 1, 2011
Permanent Full Time (36.25 hour week)**

Salary Grade	Step	Length	01-Apr-11	01-Jan-12
			- -	0.50%
Student Wage	New Hire	Hourly	\$11.00/hr	\$11.12/hr
	Returning Hire	Hourly	\$12.00/hr	\$12.12/hr
815	1	6	33,388.46	33,555.40
	2	6	35,242.52	35,418.73
	3	Max	37,097.87	37,283.36
820	1	6	35,787.59	35,966.53
	2	6	37,776.59	37,965.47
	3	Max	39,764.28	39,963.10
825	1	6	38,354.43	38,546.20
	2	6	40,484.94	40,687.36
	3	Max	42,615.46	42,828.54
830	1	6	38,818.27	39,012.36
	2	6	41,102.09	41,307.60
	3	6	43,384.58	43,601.50
	4	Max	45,668.40	45,896.74
835	1	6	41,593.44	41,801.41
	2	6	44,039.73	44,259.93
	3	6	46,487.33	46,719.77
	4	Max	48,933.62	49,178.29
840	1	6	44,563.84	44,786.66
	2	6	47,185.71	47,421.64
	3	12	49,806.25	50,055.28
	4	Max	52,428.11	52,690.25

April 1, 2011 To March 31, 2016

Salary Grade	Step	Length	01-Apr-11	01-Jan-12
			--	0.50%
845	1	6	47,741.24	47,979.95
	2	6	50,549.17	50,801.92
	3	12	53,358.42	53,625.21
	4	Max	56,166.33	56,447.16
850	1	6	51,141.42	51,397.13
	2	12	54,149.82	54,420.57
	3	12	57,158.21	57,444.00
	4	Max	60,166.62	60,467.45
855	1	6	54,223.20	54,494.32
	2	12	57,412.41	57,699.47
	3	12	60,602.94	60,905.95
	4	Max	63,792.17	64,111.13
860	1	6	54,698.82	54,972.31
	2	6	56,652.45	56,935.71
	3	6	58,604.76	58,897.78
	4	6	60,558.38	60,861.17
	5	6	62,512.02	62,824.58
	6	12	64,465.63	64,787.96
	7	12	66,419.24	66,751.34
	8	Max	68,372.87	68,714.73
865	1	6	58,619.17	58,912.27
	2	6	60,711.69	61,015.25
	3	6	62,805.49	63,119.52
	4	6	64,899.33	65,223.83
	5	6	66,993.15	67,328.12
	6	12	69,085.67	69,431.10
	7	12	71,179.49	71,535.39
	8	Max	73,273.32	73,639.69

April 1, 2011 To March 31, 2016

Salary Grade	Step	Length	01-Apr-11	01-Jan-12
			--	0.50%
870	1	6	62,814.68	63,128.75
	2	6	65,057.88	65,383.17
	3	6	67,301.08	67,637.59
	4	6	69,544.27	69,891.99
	5	6	71,788.78	72,147.72
	6	12	74,031.96	74,402.12
	7	12	76,275.15	76,656.53
	8	Max	78,518.37	78,910.96
875	1	6	71,508.37	71,865.91
	2	12	75,714.34	76,092.91
	3	12	79,921.64	80,321.25
	4	Max	84,127.65	84,548.29
880	1	6	76,610.59	76,993.64
	2	12	81,116.62	81,522.20
	3	12	85,623.98	86,052.10
	4	Max	90,130.04	90,580.69
885	1	6	82,071.82	82,482.18
	2	12	86,900.18	87,334.68
	3	12	91,727.27	92,185.91
	4	Max	96,555.62	97,038.40
890	1	6	87,914.35	88,353.92
	2	12	93,086.01	93,551.44
	3	12	98,257.68	98,748.97
	4	Max	103,429.35	103,946.50

April 1, 2011 to March 31, 2016

Schedule 'A'

2012 - 2015 Salary Summary, Permanent Full Time Employees
 Bargaining Unit Salary Ranges
 Effective April 1, 2012
 Permanent Full Time (36.25 hour week)

Salary Grade	Step	Length	01-Apr-12	01-Jun-12	01-Jan-13	01-Jun-13	01-Jan-14	01-Jun-14	01-Jan-15	01-Jun-15
			--	0.50%	1.45%	1.45%	1.45%	1.45%	1.45%	1.45%
Student Wage	New Hire	Hourly	\$11.06/hr	\$11.12/hr	\$11.28/hr	\$11.44/hr	\$11.61/hr	\$11.78/hr	\$11.95/hr	\$12.12/hr
	Return Hire	Hourly	\$12.06/hr	\$12.12/hr	\$12.30/hr	\$12.48/hr	\$12.66/hr	\$12.84/hr	\$13.03/hr	\$13.22/hr
201	1	6	33,555.40	33,723.18	34,212.17	34,708.25	35,211.52	35,722.09	36,240.06	36,765.54
	2	6	35,418.73	35,595.82	36,111.96	36,635.58	37,166.80	37,705.72	38,252.45	38,807.11
	3	Max	37,283.36	37,469.78	38,013.09	38,564.28	39,123.46	39,690.75	40,266.27	40,850.13
202	1	6	35,966.53	36,146.36	36,670.48	37,202.20	37,741.63	38,288.88	38,844.07	39,407.31
	2	6	37,965.47	38,155.30	38,708.55	39,269.82	39,839.23	40,416.90	41,002.95	41,597.49
	3	Max	39,963.10	40,162.92	40,745.28	41,336.09	41,935.46	42,543.52	43,160.40	43,786.23
203	1	6	38,546.20	38,738.93	39,300.64	39,870.50	40,448.62	41,035.12	41,630.13	42,233.77
	2	6	40,687.36	40,890.80	41,483.72	42,085.23	42,695.47	43,314.55	43,942.61	44,579.78
	3	Max	42,828.54	43,042.68	43,666.80	44,299.97	44,942.32	45,593.98	46,255.09	46,925.79
204	1	6	39,012.36	39,207.42	39,775.93	40,352.68	40,937.79	41,531.39	42,133.60	42,744.54
	2	6	41,307.60	41,514.14	42,116.10	42,726.78	43,346.32	43,974.84	44,612.48	45,259.36
	3	6	43,601.50	43,819.51	44,454.89	45,099.49	45,753.43	46,416.85	47,089.89	47,772.69
	4	Max	45,896.74	46,126.22	46,795.05	47,473.58	48,161.95	48,860.30	49,568.77	50,287.52

April 1, 2011 to March 31, 2016

Salary Grade	Step	Length	01-Apr-12	01-Jun-12	01-Jan-13	01-Jun-13	01-Jan-14	01-Jun-14	01-Jan-15	01-Jun-15
			--	0.50%	1.45%	1.45%	1.45%	1.45%	1.45%	1.45%
205	1	6	41,801.41	42,010.42	42,619.57	43,237.55	43,864.49	44,500.53	45,145.79	45,800.40
	2	6	44,259.93	44,481.23	45,126.21	45,780.54	46,444.36	47,117.80	47,801.01	48,494.12
	3	6	46,719.77	46,953.37	47,634.19	48,324.89	49,025.60	49,736.47	50,457.65	51,189.29
	4	Max	49,178.29	49,424.18	50,140.83	50,867.87	51,605.45	52,353.73	53,112.86	53,883.00
206	1	6	44,786.66	45,010.59	45,663.24	46,325.36	46,997.08	47,678.54	48,369.88	49,071.24
	2	6	47,421.64	47,658.75	48,349.80	49,050.87	49,762.11	50,483.66	51,215.67	51,958.30
	3	12	50,055.28	50,305.56	51,034.99	51,775.00	52,525.74	53,287.36	54,060.03	54,843.90
	4	Max	52,690.25	52,953.70	53,721.53	54,500.49	55,290.75	56,092.47	56,905.81	57,730.94
207	1	6	47,979.95	48,219.85	48,919.04	49,628.37	50,347.98	51,078.03	51,818.66	52,570.03
	2	6	50,801.92	51,055.93	51,796.24	52,547.29	53,309.23	54,082.21	54,866.40	55,661.96
	3	12	53,625.21	53,893.34	54,674.79	55,467.57	56,271.85	57,087.79	57,915.56	58,755.34
	4	Max	56,447.16	56,729.40	57,551.98	58,386.48	59,233.08	60,091.96	60,963.29	61,847.26
208	1	6	51,397.13	51,654.12	52,403.10	53,162.94	53,933.80	54,715.84	55,509.22	56,314.10
	2	12	54,420.57	54,692.67	55,485.71	56,290.25	57,106.46	57,934.50	58,774.55	59,626.78
	3	12	57,444.00	57,731.22	58,568.32	59,417.56	60,279.11	61,153.16	62,039.88	62,939.46
	4	Max	60,467.45	60,769.79	61,650.95	62,544.89	63,451.79	64,371.84	65,305.23	66,252.16
209	1	6	54,494.32	54,766.79	55,560.91	56,366.54	57,183.85	58,013.02	58,854.21	59,707.60
	2	12	57,699.47	57,987.97	58,828.80	59,681.82	60,547.21	61,425.14	62,315.80	63,219.38
	3	12	60,905.95	61,210.48	62,098.03	62,998.45	63,911.93	64,838.65	65,778.81	66,732.60
	4	Max	64,111.13	64,431.69	65,365.95	66,313.76	67,275.31	68,250.80	69,240.44	70,244.43
210	1	6	56,935.71	57,220.39	58,050.09	58,891.82	59,745.75	60,612.06	61,490.93	62,382.55
	2	12	60,861.17	61,165.48	62,052.38	62,952.14	63,864.95	64,790.99	65,730.46	66,683.55
	3	12	64,787.96	65,111.90	66,056.02	67,013.83	67,985.53	68,971.32	69,971.40	70,985.99
	4	Max	68,714.73	69,058.30	70,059.65	71,075.51	72,106.10	73,151.64	74,212.34	75,288.42

April 1, 2011 to March 31, 2016

Salary Grade	Step	Length	01-Apr-12	01-Jun-12	01-Jan-13	01-Jun-13	01-Jan-14	01-Jun-14	01-Jan-15	01-Jun-15
			--	0.50%	1.45%	1.45%	1.45%	1.45%	1.45%	1.45%
211	1	6	61,015.25	61,320.33	62,209.47	63,111.51	64,026.63	64,955.02	65,896.87	66,852.37
	2	12	65,223.83	65,549.95	66,500.42	67,464.68	68,442.92	69,435.34	70,442.15	71,463.56
	3	12	69,431.10	69,778.26	70,790.04	71,816.50	72,857.84	73,914.28	74,986.04	76,073.34
	4	Max	73,639.69	74,007.89	75,081.00	76,169.67	77,274.13	78,394.60	79,531.32	80,684.52
212	1	6	65,383.17	65,710.09	66,662.89	67,629.50	68,610.13	69,604.98	70,614.25	71,638.16
	2	12	69,891.99	70,241.45	71,259.95	72,293.22	73,341.47	74,404.92	75,483.79	76,578.30
	3	12	74,402.12	74,774.13	75,858.35	76,958.30	78,074.20	79,206.28	80,354.77	81,519.91
	4	Max	78,910.96	79,305.51	80,455.44	81,622.04	82,805.56	84,006.24	85,224.33	86,460.08
213	1	6	71,865.91	72,225.24	73,272.51	74,334.96	75,412.82	76,506.31	77,615.65	78,741.08
	2	12	76,092.91	76,473.37	77,582.23	78,707.17	79,848.42	81,006.22	82,180.81	83,372.43
	3	12	80,321.25	80,722.86	81,893.34	83,080.79	84,285.46	85,507.60	86,747.46	88,005.30
	4	Max	84,548.29	84,971.03	86,203.11	87,453.06	88,721.13	90,007.59	91,312.70	92,636.73
214	1	6	76,993.64	77,378.61	78,500.60	79,638.86	80,793.62	81,965.13	83,153.62	84,359.35
	2	12	81,522.20	81,929.81	83,117.79	84,323.00	85,545.68	86,786.09	88,044.49	89,321.14
	3	12	86,052.10	86,482.36	87,736.35	89,008.53	90,299.15	91,608.49	92,936.81	94,284.39
	4	Max	90,580.69	91,033.59	92,353.58	93,692.71	95,051.25	96,429.49	97,827.72	99,246.22
215	1	6	82,482.18	82,894.59	84,096.56	85,315.96	86,553.04	87,808.06	89,081.28	90,372.96
	2	12	87,334.68	87,771.35	89,044.03	90,335.17	91,645.03	92,973.88	94,322.00	95,689.67
	3	12	92,185.91	92,646.84	93,990.22	95,353.08	96,735.70	98,138.37	99,561.38	101,005.02
	4	Max	97,038.40	97,523.59	98,937.68	100,372.28	101,827.68	103,304.18	104,802.09	106,321.72
216	1	6	88,353.92	88,795.69	90,083.23	91,389.44	92,714.59	94,058.95	95,422.80	96,806.43
	2	12	93,551.44	94,019.20	95,382.48	96,765.53	98,168.63	99,592.08	101,036.17	102,501.19
	3	12	98,748.97	99,242.71	100,681.73	102,141.62	103,622.67	105,125.20	106,649.52	108,195.94
	4	Max	103,946.50	104,466.23	105,980.99	107,517.71	109,076.72	110,658.33	112,262.88	113,890.69

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.
 - (a) When a permanent employee performs a job on a temporary or permanent basis and is subsequently rehired to the same job as a qualified candidate they will be hired on a step that is no less than the step they last held. This is contingent on the following:
 - the job has not been significantly changed under Article 6 since they vacated the job, and
 - 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.
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. Salary Grade Change (same job):
 - a) Effective April 1, 2008:

Where a one salary grade increase applies, the incumbent's job start date will not change and the salary will be adjusted to the same step in the new range. Where there are a

different number of steps the employees step placement will be governed by the time interval for step progression under the new grade.

Where more than one salary grade increase applies, the incumbent's job start date will not change. If the salary is at the 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.

Where application of the above salary rule results in the employee's salary moving downward, the employee will be placed at the next higher step of the new salary grade.

b) Effective August 1, 2012:

Where any salary grade increase applies, the incumbent's job start date will not change. The incumbent's step placement and future step progression in the new salary grade will be governed by the length of time in the job.

- Incumbents hired above step 1 will be deemed to have served the length of time in any previous steps.

c) If a job is modified resulting in a lower salary grade, the employee will be afforded Significant Change Rights under Article 6.04(a) and Income Protection rights, 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 step.

12. The salary amounts are representative of annual sums based on a 36.25 hour work week.

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.

15. Student Employees:

Student employee wage rates for new hires and returning hires as set out in the pay grid will increase annually by the amount of the general increase. If the student performs the full duties of a job they receive step one in the respective salary classification. Returning students would return to Step 1.

- Co-operative student placements would be excluded

16. Inclusion Interim Salary Administration:

On an interim basis, jobs included to the bargaining unit will transition from the existing NBU salary grades and resulting pay scales to the BU salary grid.

For salary purposes the incumbents in the unevaluated jobs will be administered in a BU salary grade with no loss in pay as follows:

- Where the salary is within the new BU salary range, the employee will be placed at the next highest salary step from their current salary.
- Where the salary is below the minimum of the new BU salary range, the employee will be placed at the first step of the new range
- Where the salary is above the maximum of new BU salary range, the employee will continue to receive their current salary plus applicable BU general increase until the work can be evaluated under the Job Evaluation Plan.

The above application is based on internal job relativity and the mean NBU salary in each job in order to reach an equitable BU grade match and is only an interim approach until the job(s) are evaluated under the Job Evaluation Plan.

Salary progression thereafter will be governed by the joint job evaluation (JJE) review and the timeframes described under "Salary Rules – Schedule A" and Article 18.

Following evaluation under the bargaining unit plan, any retroactive salary increase will be applied from the date the employee moved into the Bargaining Unit.

APPENDIX 1 – Job Family, Case Manager Work Assignment and Reclassification

A) JOB FAMILIES

Preamble:

The statement of intent for Article 5 of the Collective Agreement recognizes the value of its employees to the organization. The employer also recognizes the shared knowledge, skills and abilities within a grouping of jobs and the principle of internal skill development for succession planning as an important ingredient to attaining business goals.

A job family does not include the ability to permanently or temporarily split employees between jobs without mutual agreement with the union and employer. The provisions of Article 5 and 6 of the Collective Agreement apply.

1. Qualified Candidate Status & Trial Periods:

Permanent employees can gain Qualified Candidate (QC) status as follows:

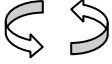

Method	QC Duration	Trial Period
<ul style="list-style-type: none">• Preliminary candidate (<i>via recruitment screening</i>) who meets the established threshold of a job competition	<ul style="list-style-type: none">• Remains valid for 24 months from date of posting [Article 5.04(d)]	<ul style="list-style-type: none">• Applies
<ul style="list-style-type: none">• Successfully completed the trial period for the posted job on a temporary or permanent basis(including reclassified jobs)	<ul style="list-style-type: none">• No time limit unless a job has been-significantly changed [Article 5.04(d)]	<ul style="list-style-type: none">• Does not apply

NOTE: Qualified candidate status would no longer apply if any of the following circumstances exists:



- The job match has been significantly changed under Article 6.
 - The employee was involved in a documented, unsuccessful, performance improvement plan in the job. A performance appraisal does not constitute a documented performance improvement plan.
 - The employee moved from the previously held job as a result of Article 13.01 (paragraph two regarding non-culpable discipline).
2. Where the employer determines the need to fill a position each vacancy will be posted in accordance with Article 5 of the Collective Agreement. Permanent Employees within a job family prerequisite position will be considered as preliminary candidates (PC) as stipulated below:

PRELIMINARY CANDIDATE: Job Families






LATERAL (reciprocal)

Job Experience / Option (prerequisite)	Preliminary Candidate	Job Experience / Option (prerequisite)
WSIAT File Control Clerk (203)		Records Control Clerk (203) Records Print Operator (203)
Telephone Enquiry Rep. (206) & Business Centre Rep. (206)		Customer Service Travel Assistant (206)

LATERAL (one way)

Job Experience (prerequisite)	Preliminary Candidate	Job Option (posted vacancies)
Employer Liason Specialist (211)		Account Specialist (211)
Nurse Consultant (212)		Eligibility Adjudicator (211) & RTW Specialist (212)

PROMOTIONAL

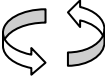
Job Experience (prerequisite)	Preliminary Candidate	Job Option (posted vacancies)
Records Control Clerk (203) & Records Print Operator (203) & WSIAT File Control Clerk (203)		Access Review Clerk (205)
Business Team Support Clerk (204)		Business Centre Rep. (206)
Business Team Support Clerk (204)		Customer Service Travel Assistant (206)
Word Processing Operator (204)		Health Care Processing Clerk (205)
Medical Secretary (205)		Customer Service Travel Assistant (206) & Telephone Enquiry Rep.

		(206) & Business Centre Rep. (206)
Telephone Enquiry Rep. (206) & Business Centre Rep. (206)	⇒	Health Care/LMR Payment Rep (207)
Payment Specialist (207)	⇒	Account Analyst (208)
Account Analyst (208)	⇒	Collection Specialist (210) & Account Specialist (211)
Collection Specialist (210)	⇒	Sr. Collection Specialist (212) & Account Specialist (211)
Desk Auditor (209)	⇒	Field Auditor (212)
Claims Investigator (210)	⇒	Eligibility Adjudicator (211)
Account Specialist (211)	⇒	Sr. Collections Specialist (212)
Employer Liason Specialist (211)	⇒	RTW Specialist (212)
Eligibility Adjudicator (211)	⇒	Case Manager (213)

If a salary grade, significant change or the elimination of a job occurs for any of the job families the parties agree to make all reasonable attempts to establish a replacement job family option(s).

Case Manager Work Assignment Transfers

Case Manager (213)

Pre-90		Short Term
Specialty Teams & Coverage Teams		Long Term

Employees will be invited in February of each year, to notify the identified Human Resources contact in writing of their interest in being transferred to a different work assignment in their same job within their same geographic location. At the beginning of March of each year, the Employer will consider the requests of those employees who have indicated an interest in being transferred and who are eligible to be transferred throughout the year. Training will be provided as needed.

Eligibility and Consideration

- i. In order to be eligible for transfer consideration, the employee must be in that same work assignment for a minimum of 18 months. This excludes organizational change.
- ii. In addition, the employee, at the time of consideration must not be the recipient of any documented performance improvement plan or progressive discipline on the Human Resources file.

Employees will be considered for transfer according to seniority, employee preference and business needs. (*Examples: includes customer service, training schedule, employee development, accommodation needs*)

* 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.

APPENDIX 2

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

* Child includes birth 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, whichever is of greater benefit to the Employee will prevail (excluding errors/omissions).

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 twenty dollars (\$20.00) per day and limited to one hundred and twenty (120) days per benefit year.
- 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.

3(c) Miscellaneous Medical Expenses

Charges for miscellaneous medical expenses when not covered by any Government agency including but not limited to:

(i) Paramedical Payments:

Paramedical payments for massage therapy when administered by a registered masseur/masseuse. In addition, paramedical payments for speech therapy, physiotherapy,

occupational therapy, osteopathy, podiatry, chiropody, naturopathy (including homeopathy), chiropractic, dietician, nutritionist, and acupuncture. Paramedical payments will be limited to one thousand (\$1000.00) and effective January 1, 2014 twelve hundred and fifty (\$1250) combined maximum each calendar year per plan member, spouse and dependent. Treatment will be by Registered Professionals and will be governed by existing legislation for Health Professionals. A prescription is not required for any paramedical treatments/therapy.

(ii) Clinical Psychologist:

Payment for services of a registered clinical psychologist up to two thousand (\$2000.00) combined maximum and effective January 1, 2014 two thousand five hundred (\$2500.00) per eligible person during a calendar year.

(iii) Devices:

Purchase or rental of standard-type wheelchair (electric powered wheelchair must be a medical necessity and will include the cost of the initial battery, hospital bed, crutches, cane, walker, oxygen set, respirator, needles, syringes, testape, lances, glucometers for diabetes, and Aero-chambers.

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), wigs following chemotherapy (once only per person) and for juvenile Alopecia.

(iv) Travel/Medical fees:

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.

(v) The Vision Care Plan provides:

Coverage up to five hundred (\$500.00) and effective January 1, 2014 five hundred twenty (\$520.00) maximum every 24 consecutive months per each adult employee, spouse and dependents; 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).

- Optometry Eye examinations not covered by the Provincial Health Plan

Coverage for laser eye surgery to a maximum of six hundred and seventy five (\$675.00) and effective January 1, 2014 seven hundred and fifty (\$750.00) per eye on a once only basis.

(vi) Custom made footwear:

Custom-made orthotic insoles up to a maximum of five hundred (\$500.00) per calendar year.

Custom-made orthopedic shoes two (2) pairs per calendar year, to a maximum of fifteen hundred dollars (\$1500.00) per pair. Effective January 1, 2014 two (2) pairs per calendar year, to a maximum of eighteen hundred (\$1800.00) per pair, with a prescription from a Physician or documentation from a certified orthotist. Repeat prescriptions / documentation is not required to obtain replacement orthopedic shoes for permanent conditions.

(vii) General:

- 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 the Plan Carrier.
- Hearing Aids including digital and cochlear implants, at seven hundred and fifty (\$750) every five (5) years and in addition, up to five hundred (500) for batteries annually and effective January 1, 2014 one thousand (\$1000.00) every 5 years and in addition, up to five hundred (\$500.00) for batteries annually.
- Purchase of an Insulin Pump on a one time only basis to a maximum of one thousand (\$1000.00).
 - Effective June 30, 2011, five hundred (\$500.00) per year for associated costs of sensors.
 - Effective January 1, 2014 the maximum annual allowance for sensors increases to one thousand (\$1000.00).
- Purchase of a CPAP or BIPAP (sleep apnea) to a maximum of seven hundred fifty (\$750.00) once every five (5) years.

- 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. Plan Carrier must be notified immediately and treatment must commence within ninety (90) days of the date of the accident.
- Prostate specific antigen (PSA) test to a maximum of fifty dollars (\$50) annually.

(viii) Receipts:

If an expense is denied by the Insurance Carrier, the original receipt will be returned to the employee at their request.

3 (d) Disability Insurance

(i) Short Term Disability (STD) up to and including December 31, 2011

General

As of the 61st calendar day of a continuous absence, and with medical support for the absence, the Employer will pay the Employee sixty six and two thirds percent (66 2/3%) of their regular salary up to the 90th calendar day of a continuous absence. Regular salary is defined as base pay plus any job premium being paid in a job being performed on the last day worked.

The Employee may direct the use of one third (1/3rd) of an available attendance or vacation credit per day to provide one hundred percent (100%) salary while absent.

(ii) Short Term Disability (STD) effective as of January 1, 2012

General

Following the date of hire, eligible employees will be enrolled in the STD plan after completing twenty (20) continuous working days.

Continuous working days are defined as days worked on the employee's regular work schedule or days determined by a return to work plan but will not include vacation or any leave of absence.

Employees are entitled to STD benefits up to an annual maximum of one hundred and twenty

seven (127) working days at a rate of seventy five percent (75%) of their regular salary. Regular salary is defined as base pay plus any job premium(s) being paid in a job being performed on the last day worked.

The Employee may direct the use of one quarter (1/4) of an available wellness days, banked attendance or vacation credit, lieu time and banked flex days per day to provide one hundred percent (100%) salary while absent.

There is no carry over or cash value for any unused annual STD entitlement at year end or termination.

(iii) Elimination Period

- (a) Employees will be eligible for STD benefits paid at seventy five percent (75%) of regular salary after serving an elimination period of three (3) consecutive working days of absence due to illness or disability. STD benefits will be paid provided the absence is supported through medical documentation submitted to the Employer's medical staff.

Employees may use wellness days, vacation credits, lieu time or banked flex days in order to continue their salary at 100% during the elimination period. Banked attendance credits cannot be used for this purpose.

- (b) Employees who are in receipt of STD benefits from the Employer on December 31, 2011 will transition to the new STD plan. These employees will receive disability income of seventy-five percent (75%) of regular salary as of January 2, 2012 from the WSIB without having to satisfy a three (3) day elimination period.

(iv) Benefits

a) Full-time Absences

After serving an elimination period of three (3) working days of continuous absence, an employee will qualify for short term disability benefits at seventy five percent (75%) of regular salary.

Regular salary is defined as base pay plus any job premium(s) being paid in a job being performed on the last day worked.

STD benefits will commence with receipt of medical information supporting an inability to conduct the essential duties of the job performed on the last day worked.

These benefits can be paid to employees for an annual maximum of one hundred and twenty seven (127) working days of absence providing medical information continues to

support the absence as determined by the Employer's medical staff.

For point of clarity employees may serve multiple elimination periods, however, the annual maximum entitlement to STD coverage will not exceed 127 days.

b) Return to Work - Reduced Work Week

An employee who returns to work on a reduced work week due to illness or disability will receive one hundred percent (100%) of regular salary for the hours worked and seventy five percent (75%) of gross regular salary for the balance of their regular work week until their annual STD entitlement is exhausted.

In order to be eligible for this pay, the employee must have an endorsed return to work plan.

c) Recurring Absences

An employee who returns to work on a full or part time basis and is subsequently absent due to the same disability or illness within twenty (20) working days of their return will normally be deemed to be a continuous absence.

Where the subsequent absence occurs after twenty (20) working days of their return, the decision regarding continuous absence status will be determined by the Employer's medical staff.

A continuous absence will be determined by medical confirmation of the same disability or illness. It will not require the employee to satisfy the three (3) day elimination period again and will allow for seventy five percent (75%) STD benefits to resume as of the first day of the continuous absence.

(v) Top Up to STD Benefits

While in receipt of STD benefits, employees may authorize one quarter (1/4) of a banked attendance credit, vacation credit, wellness day, lieu time or banked flex days to receive one hundred percent (100%) salary while absent. This authorization can be initiated verbally and must be confirmed in writing.

(vi) Annual Eligibility for STD Benefits

Employees who are on an absence due to illness which commences in one (1) calendar year and continues into the following calendar year, are limited to a maximum of one hundred and

twenty seven (127) working days of STD coverage in the two (2) years until they have returned to work for twenty (20) continuous working days.

Employees who have used their one hundred and twenty seven (127) working days of STD coverage in a calendar year must complete twenty (20) continuous working days before they are entitled to further STD coverage in the next calendar year.

3(e) Long Term Disability (LTD)

General

Eligible employees will 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 any days afforded in Article 15 or 11.

The employer will pay one hundred percent (100%) of the premiums for the LTD plan to the Insurance Carrier on behalf of eligible employees.

(i) Benefits Up to and including December 31, 2011

The LTD benefits is the lesser of five thousand (\$5,000) monthly or sixty-six and two-thirds percent (66 2/3rds %) of the employee’s gross regular salary as of the date of disability. These benefits will be payable on the 91st calendar day of continuous absence due to total disability. Benefits will be paid by the Insurance Carrier based on acceptable medical confirmation of disability or illness.

Employees who are in receipt of STD benefits from the Employer on December 31, 2011, and will not have reached their 91st calendar day of continuous absence due to total disability, will transition to the new STD plan. These employees will serve a combined total of one hundred and twenty seven (127) days of STD without the need to serve the three (3) day elimination period. Thereafter, if eligible, they will transition to the LTD plan.

(ii) Benefits After January 1, 2012 (inclusive)

The LTD benefits is the lesser of five thousand (\$5,000) monthly or sixty-six and two-thirds percent (66 2/3 %) of the employee’s gross regular salary as of the date of disability. As of January 1, 2012 these benefits will be payable after one hundred and thirty (130) working days of continuous absence due to total disability. Benefits will be paid by the Insurance Carrier based on acceptable medical confirmation of disability or illness.

(iii) Benefit Integration

Certain employees will be eligible to receive disability payments from the Canada Pension Plan (CPP) 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 CPP or WSIB Pension Plan, the total amount including LTD payments that is in excess of 90% of gross regular salary for the entitlement period shall 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.

(iv) Claim Requirements

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 the employee from performing the essential duties of their permanent job with the Employer; while it continues thereafter, prevents them from engaging in any occupation for which they become 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.

4 Disability Management Committee

The Employer and the Union have a shared commitment to ensure employees with disabilities are provided reasonable accommodation in the workplace consistent with the Ontario Human Rights Code and Ontario Disabilities Act as amended from time to time.

4(a) Joint Committee Membership:

The committee will be made up of no less than two (2) Employer and two (2) Union representatives. Each party may also appoint one additional member with subject matter expertise.

The committee will meet at the request of either party.

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

4(b) Committee Mandate:

- Develop, implement and maintain workplace programs designed to ensure a broad understanding and acceptance of the accommodation process through communication and education.

- Review general accommodation practices for compliance with the Law and make recommendations for improvements.

GROUP LIFE INSURANCE PLAN

5(a) 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.

5(b) 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.

5(c) 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.

5(d) 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. Listed below are the Dental Services covered under this Plan.
 - (a) Dental
 - (i) Employees will be reimbursed one-hundred percent (100%) for all basic covered service in accordance with the current Ontario Dental Association Fee Schedule as may be amended from time to time unless a specialist referral is required and in such case, the benefit paid is the amount of the

specialist fees. (includes Endodontist, Oral Surgeons, Pediatric Dentist, Periodontists)

- (ii) Major restorative 50% co-insurance, \$4,000.00 maximum annually. Treatment plans will be limited to the cost of the alternative procedure(s) that would provide a professionally adequate result should the Employee choose to proceed with the procedure(s) outside of the current dental codes. The procedure(s) to be used is at the Employee's discretion. However, implants will be covered under this provision to the maximum annual allowance.
- (iii) Orthodontics 50% co-insurance, \$4,500.00 lifetime maximum.
- (iv) The Employer will pay one hundred percent (100%) of the premiums for this plan.

Covered Dental Services

	Procedure Codes (inclusive)
- Clinical Oral Examination	01110-01400

Radiographs

- Intra Oral Films	02100-02144
- Extra Oral Films	02201-02600
- Cephalometric Films	02701-02800 02920-02930
- Tests and Laboratory 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	11100-11300
- (only once every 6 months)	

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

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
- 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

ORTHODONTICS

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

PROSTHODONTIC PROCEDURES

Inlays and Onlays

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

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

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

Repair of Bridges or Dentures

Repair of Dentures

54200 to 54202, 54209, 54250, 54300 to 54304, 54401 to 54403, 54501 to 54503, 55100 to 55106, 55200 to 55204, 55301, 55302, 55400 to 55403, 55500 to 55502, 55509 to 55512, 55520, 55521, 55524, 55525, 55529 to 55531, 55534, 55535, 55539, 55570, 55600 to 55602, 55610 to 55612, 55700, 55800, 55810

Repair of Bridges

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

Rebase or Reline of an existing partial or complete denture

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

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.

APPENDIX 3:

LANGUAGE PROFICIENCY LEVELS AND PAYMENT

“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.

Examples:

- answering inquiries at a reception desk
- answering telephone inquiries

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 twelve dollars (\$12.00) per hour for all such authorized work time. Payment will be made for units of fifteen (15) minutes or more and processed upon accumulation of one hour or more.
 - (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 six hundred (\$600) per skill at the "B" level or three hundred (\$300) 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.

APPENDIX 4

RECGONITION (Inclusion / Exclusion)

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 position 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 employer's 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)

APPENDIX 5

HOME OFFICE PROGRAM

GUIDELINES:

In recognition of the changing nature of the work performed, opportunities to enhance work practices have been and will continue to be identified. Included in these are the mutual gains made by having employees in certain job classifications work on a regular basis in their home and away from the “normal” office setting.

The following high level guidelines require ongoing participation of both the employee and the manager to ensure success in the program.

Health and Safety

To ensure effective levels of health and safety:

- The employee will have a home office environment that poses no greater risk of injury or illness than exists in the current WSIB work environment.
- The employer and employee will ensure that the home office meets appropriate health & safety standards (noting ergonomic standards).
- The employee will agree to complete the attached checklist.
- Commencement of the program is conditional upon the completion of the form and correction of any identified deficiencies as well as the employee’s commitment to maintaining health & safety standards.
- All existing accident investigation/reporting requirements continue to apply.
- The employee will participate in yearly health and safety training programs provided by Corporate Health Centre and required of WSIB staff.
- The employee and employer will establish and institute suitable responsibility systems for accident prevention.
- Subject to individual department protocols and needs, and in keeping with existing travel and business expense policies, the employee and the employer will establish mutually satisfactory methods for transporting work materials. This may include return courier delivery service or reimbursement for the employee’s travel costs where transportation of the work materials may pose a health & safety hazard.
- The local Joint Health and Safety Committee will also monitor the ongoing safety issues relating to the Home Office Program and make recommendations it considers appropriate to minimize any health and safety risks identified.

Privacy & File Security - Confidentiality

To ensure appropriate confidentiality and file security, upon entry into the Home Office Program, the manager and employee will review all applicable privacy standards and/or protocols to ensure they are in compliance with legislated requirements and/or WSIB practices.

These practices will include, but not be limited to:

- The employee will secure their home office from the rest of their living quarters or secure files within a locked storage area/filing cabinet when not in use.
- Copies of confidential documents, such as imaged claim files or microfiched firm files that are no longer needed, will be returned by the employee to the WSIB office for appropriate disposal or filing.

Communication

To ensure regular and sufficient communication with customers/clients and WSIB staff:

- The manager will regularly communicate to staff working at home offices through voice mail, e-mail (where available) and regular team meetings.
- The employee will check and respond to voicemail messages in accordance with department criteria.
- WSIB office voice mail will be maintained to permit call transfers from General Enquiry and the toll free line.

Available Work Space at Reporting Office

To maximize the use of existing WSIB office space:

- Days in the office will be agreed to by the employee and the manager in advance.
- WSIB workspace will be made available to the employee for their identified day(s) in their reporting office.

Travel Expenses

- An employee participating in the HOP will be eligible for travel expenses from their home office work base in keeping with existing travel and expense policies.
- In keeping with these policies, it is not the intent of this program to require the employer to absorb expenses for the normal commuting cost of employees to their reporting office.
- Participation in the HOP does not constitute a change in the reporting office location.

Home Office Program Expenses:

The following equipment will be provided by the employer and must be returned to the WSIB upon exiting the Home Office Program:

- a lap top computer with a mouse and a keyboard
- a telephone headset (if required)
- a first aid kit
- a fire extinguisher
- lock box or securing mechanism to transport files and laptop
- other equipment as determined by the business

The employer will be responsible for repair, maintenance and installation of this equipment.

Participating employees will be provided with a one time home office set-up allowance not to exceed \$3000 to purchase, at a minimum, a **lockable** desk, a chair, a file cabinet with a lock and any other required items. Reimbursement will be made upon provision of receipts.

Employees will be expected to purchase furniture with warranties similar to those adopted by the WSIB Procurement Services. Employees may request replacement furniture once these warranties have lapsed.

The employee will be responsible for regular maintenance of this furniture as well as ensuring that their home office is ergonomically correct. In case of damage caused by or to this furniture, the employer will arrange for repair or a replacement, unless the damage results from unauthorized use or is caused deliberately.

Employees receiving this allowance must sign an agreement indicating that they will remain in the program for a minimum of 2 years. Should they withdraw from the program before the 2 years expires, employees must pay back the reimbursement according to the following pro-rated schedule:

- Before 6 months - 100 per cent of Home Office Program setup allowance
- Between 6 months and 1 year - 50 per cent of Home Office Program setup allowance
- Between 1 year and 2 years - 25 per cent of Home Office Program setup allowance

Should the work at home arrangement be terminated at the request of the manager, the employee will not be required to reimburse the setup allowance.

Other eligible expenses:

The following additional expenses will be reimbursed to the participating employee upon provision of receipts:

- Installation and monthly costs of a dedicated telephone line with multiple capabilities.

- General office supplies, not to exceed \$600 annually, to cover the cost of items such as print cartridges and a printer.

Technical Support

The following technical support will be provided to the employee:

- The employer will pay 100% of the installation and monthly charges for home internet service in accordance with the Employers technical standards. The Employer may also approve related expenses, if needed. (*examples: 100% for Ethernet cable, modem, router*).
- Systems support for the laptop computer via the reporting office location.

Termination or Suspension of Home Office Program

Subject to a minimum trial period of 6 months, either the employee or manager can terminate or revisit the HOP option:

- at any time by mutual agreement of the employee and manager OR
- when the employee
 - leaves the organization
 - moves to another position (on a permanent or temporary basis)
 - is affected by an employee exercising their bumping rights
 - is required to exercise their bumping rights to obtain another position
- employee and manager cannot resolve issues related to performance.

The employee may request that the HOP program be suspended to accommodate unique personal circumstances. Such requests will be subject to management approval.

Health & Safety Inspection Checklist

The following items will be inspected:

	COMPLIANCE		
	YES	NO	CORRECTION NEEDED (if any)
Walking Surface			
No tripping hazards			
Cords anchored or covered			
No slip hazards present			
Furniture/Office Equipment			
Properly assembled and ergonomically correct (e.g. chair & work surface)			
In good working condition			
Secure from tipping			
Workspace not cluttered			
Bookcases/Shelves/Cabinets			
Secured from tipping			
Drawers open one at a time			
Cabinets not overloaded			
Other			
Lighting adequate			
Electric cords/outlets in good condition			
Fire extinguisher			
First aid kit			

Employee Initial

Manager Initial

Review of other relevant policies:

Health & Safety

Travel & Business Expenses

Privacy

Other as required

Employee Signature

Manager Signature
{acknowledged discussion occurred}

Date

Date

APPENDIX 6

BUSINESS TECHNOLOGY SERVICES (BTS)

BTS Market Value

1. Temporary Market Differential:

The parties recognize that business and economic conditions may create situations wherein existing pay rates and schedules are insufficient for the attraction and retention of certain key information technology skills required to achieve business outcomes.

In these situations, the Union and Employer will meet to discuss when the Employer will designate a temporary differential that is paid in addition to an employee's current salary until such time that the skill is no longer in short supply. The differential will apply as follows:

- Job incumbents according to specific skill set, if any, will receive the same temporary differential in pay, however,
 - An employee, at the time of consideration must not be the recipient of any documented progressive discipline on the Human Resources file.

Hours of Work

Consistent with Article 7, normal hours of work for employees are thirty-six and one-quarter (36 ¼) hours per week and seven and one-quarter (7 ¼) hours per day.

1. Data Centre

The local practices concerning hours of work, lunch and rest periods presently in effect for employees at the Data Centre will continue in effect for the duration of this agreement subject to the Employer providing sixty (60) working days notice. Employees currently working shifts of 12 hours and five minutes six times over seven days followed by seven consecutive days off work every two weeks for a total of seventy two and one half (72.5) hours biweekly will continue to be paid an average rate of thirty six and one quarter (36 ¼) hours each week.

There will be three (3) paid rest periods, two of fifteen (15) minutes and one of thirty (30) minutes.

2. Shift Schedules for Designated Shift Workers

The Employer agrees to post shift schedules not less than fifteen (15) working 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.

(a) Data Centre

Any premium an employee may be entitled to will be \$38.00 biweekly for work between 5:00 pm and 7:00 am.

- The regular payments will not be interrupted by absences of less than 60 working days.
- The bi-weekly payment of shift premiums will not affect any overtime payments or any other terms of the collective agreement.

3. 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.

Normally, 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.

In the event an employee is not required to work (Example: shift cancelled or employee is sent home before the end of their regular shift) due to events beyond the employers' control, the employee will be paid straight time pay for full seven and one quarter (7 1/4) hours. When recalled to work, time will be paid for at the rate of 1 1/2 times for all hours worked prior to the next scheduled shift. Travel and/or accommodations will be provided for shifts outside of the regular schedule.

4. On-call Time

"On-call time" means a period of time during which an employee remains available to work as requirement of their job and will receive a premium as follows:

- On call employees will be entitled to thirty (\$30) dollars per day during weekdays and forty (\$40) dollars for each regular day off.

On-call will start at the normal stopping time of the workday and will end at the regular starting time of the next working day.

In addition designated on-call employees will be paid a minimum of one hour at the applicable overtime rate or time in lieu (Article 7) for each hour outside normal working hours in which they receive one or more calls.

If an on call employee is called back to work and receives a minimum of four (4) hours pay at the applicable overtime rate then this overtime premium pay is substituted for the on call premium for that particular day.

5. Emergency:

The BTS Division may be called upon to address an emergency (sudden unexpected event). The Employer may undertake arrangements regarding the allocation of hours of work other than that specified in the Collective Agreement. This means that in these emergency situations, based on skill set a more senior employee may be bypassed in favour of a less senior employee for a particular extraordinary short term need monitored by the Union and Employer.

Special Provisions

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 meet business needs and employee needs beyond those contained in the Collective Agreement.

APPENDIX 7 - Flexible Work Arrangement (FWA) Proposal



Date:	
Name:	
Position:	
Seniority date:	
Submitted to:	

Proposal: Work Week

I acknowledge that I have read Article 25.02 of the Collective Agreement specific to Flex Work Arrangements. Enclosed is my proposal for consideration of a FWA schedule in keeping with Article 25.02.

Check here if:

<input type="checkbox"/>	This is a renewal of an existing arrangement with no change to the day off, or the frequency of days off
--------------------------	---

Please number the following options in order of preference.

#	Flex Work Arrangement	Extend Work Time <i>[includes 7.25 hour work day + Statutory Days]</i>
<input type="checkbox"/>	19 days to bank 1 day as vacation time	22 minutes
<input type="checkbox"/>	14 days to bank 1 day as vacation time	30 minutes
<input type="checkbox"/>	9 days to attain the 10 th day off work	47 minutes
<input type="checkbox"/>	4 days to attain the 5 th day off work	1 hour 47 minutes

Other:

<input type="checkbox"/>	I am already on a FLEX plan and request to be accommodated in my choice of one of the four options
<input type="checkbox"/>	I am not currently on a FLEX plan and this is a new proposal

Regular Hours

I understand as outlined in Article 25.02(g) of the Collective Agreement, termination or temporary suspension of the arrangement may occur at which time I would revert to my current regular hours of work as follows:

Start Time:	Finish Time:
-------------	--------------

Employee:	_____	Date:	_____
Manager:	_____	Date:	_____
Assistant Director:	_____	Date:	_____
Director:	_____	Date:	_____

Proposed Schedule

Please note requested days off are subject to availability

Schedule for the workweek as follows:

- Indicate which day will be the proposed flex day (ex: 5/4 or 10/9 FWA's)
- Arrangements under the 14 and 19 FWA are treated as banked vacation days unless the Employer approves the arrangements as a regularly scheduled day off

Week 1	Start	1st Break	Lunch	2nd Break	Finish
Monday					
Tuesday					
Wednesday					
Thursday					
Friday					

Week 2	Start	1st Break	Lunch	2nd Break	Finish
Monday					
Tuesday					
Wednesday					
Thursday					
Friday					

Week 3	Start	1st Break	Lunch	2nd Break	Finish
Monday					
Tuesday					
Wednesday					
Thursday					
Friday					

Week 4	Start	1st Break	Lunch	2nd Break	Finish
Monday					
Tuesday					
Wednesday					
Thursday					
Friday					

Vacation and/or Wellness Credits

It is understood that the normal credit of 7.25 will be deducted plus the additional time of:

- 22 minutes for a schedule of 20 over 19
- 30 minutes for a schedule of 15 over 14
- 47 minutes for a schedule of 10 over 9
- 1 hour 47 minutes for a schedule of 5 over 4

*FWA's may be suspended during full weeks of vacation resulting in the normal credit deduction of 36.25 hours per week.

Allocation of tasks

On the scheduled days off work, I will ensure:

- My manager and I have identified a person or persons in the same position as mine to cover me.
- Voice mail is updated to reflect my absence, who and how calls will be handled.
- The e-mail out of office agent is enabled to reflect my absence, who is covering, including the covering party's telephone number for contact.
- The YES database is updated to reflect my absence.

JOB HIERARCHY LISTING

Job Title	Grade	Job #
Internal Courier	202	4011
Microfilm Technician	202	4175
Non-Economic Loss (NEL) Records Clerk	202	4021
Mail Centre Representative	203	4200
Program Assistant, Schedule 2	203	4216
Records Control Clerk	203	4224
Records Control Clerk, Appeals	203	4177
Records Print Operator	203	4178
Shipper/Receiver	203	4204
WSIAT Clerk	203	4129
WSIAT File Control Clerk (Rec Title: WSIAT Review Clerk)	203	4181
Accounts Payable Payment Processor	204	4000
Building Support Clerk	204	4062
Business Team Support Clerk, ODSBP	204	4144
Claims Overpayment Specialist	204	4067
Clerk, Ontario Regulation Film Services (ORFS) Program	204	4113
Document Management Clerk	204	4164
Mail Room Clerk/Mail Machine Operator	204	4174
Procurement Clerk	204	4050
Program Support Clerk, Prevention	204	4217
Scan and Index Representative	204	4203
Support Clerk Drug Verification Team	204	4179
Word Processing Operator	204	4180
Access Review Clerk	205	4168
Account Support Clerk	205	4142
Cash Receipts Processor	205	4065
Cheque Maintenance Specialist	205	4095
Claims Registration Representative	205	4197
Collections Assistant	205	4071
Contract Management Assistant (Prev: Financial Administrator)	205	4134
Dicta-Transcriber	205	4057
Elections Administrator	205	4120
Firm File & Information Service Representative	205	4166
General Maintenance Worker	205	4058
Health Care Liaison	205	4156
Health Care Processing Clerk	205	4005
Health Care Provider Registration Clerk	205	4157
Junior Console Operator	205	4188
Mail Processing Equipment Operator	205	4132
Manual Cheque Specialist	205	4097
Medical Consultant Secretary	205	4159
Medical Secretary (Rec Title:Program Assistant, Specialty Programs– Health Services Management)	205	4160
Non-Economic Loss (NEL) Clerk	205	4037

Peripheral Computer Operator	205	4189
Procurement Card Processor	205	4053
Program Assistant, Health Services	205	4281
Program Assistant, Prevention	205	4261
Program Assistant, Serious Injury Program	205	4236
Refund Cheque Specialist	205	4098
Revenue Control Clerk	205	4073
Safety Groups Program Assistant	205	4212
Special Needs Controller	205	4282
Stores and Print Production Clerk	205	4185
System Cheque Specialist	205	4091
Accounts Payable Payment Specialist	206	4001
Branch Secretary	206	4041
Business Centre Representative	206	4015
Cash Receipts Analyst	206	4064
Cash Receipts Specialist	206	4066
CCP Service Centre Representative	206	4215
Confirmation Clerk	206	4285
Customer Service Travel Assistant	206	4169
Data Coordinator	206	4078
Direct Deposit Specialist	206	4096
Document Management Team Leader	206	4165
Employer Audit Administrator (Prev: Program Assistant, Employer Audit)	206	4082
Exposure Incident Analyst	206	4139
Garnishment Administrator	206	4121
Hearings Scheduler	206	4241
Lease Administration Analyst	206	4063
Mail Centre Administrator (Prev: Electronic Mail Administrator)	206	4220
Medical and Occupational Disease Statistical Coder	206	4226
Payment Control Specialist	206	4088
Payroll Analyst	206	4052
Prevention Education Administrator	206	4235
Program Assistant, Learning & Performance	206	4284
Program Assistant, Skills Development	206	4107
Receptionist Counsellor	206	4186
SCIP Administrator (Safe Communities Incentive Program)	206	4214
Secretary Collections	206	4074
Senior Shipper/Receiver	206	4218
Statistical Coder	206	4009
Telephone Enquiry Representative	206	4010
Bank Reconciliation Analyst	207	4012
CCP Service Centre Administrator	207	4219
Contracts Administrator	207	4004
Document Management Specialist	207	4182
Drug Verification Clerk	207	4171

Facilities Maintenance Technician	207	4031
Financial Analyst	207	4114
General Ledger Specialist	207	4172
Health Care Payment Representative	207	4260
Intermediate Console Operator	207	4013
Legal Secretary	207	4108
Litigation Assistant	207	4109
Loss of Retirement Income (LRI) Administrator	207	4087
Multilingual Information Officer	207	4106
Policy Publication & Information Resource Coordinator	207	4089
Prevention Program Representative	207	4211
Program Assistant, SPLO	207	4161
RSD Support Analyst	207	4059
Specialist Print Management	207	4195
Testing Specialist	207	4127
Transfer of Cost Administrator	207	4111
Transportation and Reservation Specialist	207	4112
Account Analyst	208	4141
Adjudicator, Primary	208	4027
Business Security Administrator	208	4133
Community Relations Outreach Specialist	208	4102
Financial Analyst, LRI	208	4269
Medical Statistics Coder Analyst	208	4008
Payment Specialist	208	4184
Prosecutions Coordinator	208	4032
Schedule 2 Account Service Representative	208	4167
Senior Console Operator	208	4014
Specialist Asset Management	208	4192
User Support Analyst	208	4128
Actuarial Analyst	209	4162
Appeals Administrator	209	4240
Buyer	209	4048
Coordinator Mass Mailing and Printing	209	4119
Electronic Forms Designer	209	4030
French Liaison Specialist	209	4093
Health Care Process Review & Control Specialist	209	4049
Injured Worker Outreach Services Administrator	209	4173
Learning and Performance Systems Administrator	209	4206
Production Scheduler	209	4135
Research Assistant (Rec Title: Technical Support Analyst)	209	4146
Research Coordinator	209	4090
Senior Analyst Data Centre	209	4016
Sourcing Data Analyst	209	4046
Sourcing/SRM Analyst	209	4047
Adjudicator, Noise Induced Hearing Loss (NIHL)	210	4246
Business Systems Documentation Specialist	210	4131

Claims Investigator	210	4024
Collection Specialist	210	4042
Desk Auditor	210	4072
Facilities Management Coordinator	210	4223
Knowledge Services Technical Coordinator	210	4079
Multilingual Community Outreach Specialist	210	4094
Multimedia Editor/Designer (Rec Title: New Media Editor/Designer)	210	4221
Payroll Accountant/Co-ordinator	210	4051
Schedule 2 Revenue Specialist	210	4147
Senior Prosecutions Coordinator	210	4055
Supplier Relationship Specialist	210	4270
Account Specialist	211	4136
Adjudicator, Eligibility	211	4245
Coordinator Accounts Payable Processing	211	4002
Coordinator Cash Disbursements	211	4084
Coordinator Cash Management	211	4099
Coordinator Cash Receipts	211	4068
Coordinator Multilingual Services	211	4104
Coordinator Revenue Controls	211	4069
Customer Liaison Specialist	211	4259
Derivative Investment Analyst	211	4170
Employer Liaison Specialist	211	4234
Experience Rating Advisor	211	4230
Financial Accountant	211	4043
French Translator	211	4100
Information Resource Specialist	211	4085
Interactive Multi-Media Art Director (Rec. Title: Interactive Multimedia Designer)	211	4076
Investment Accounting Analyst	211	4086
IT Financial Analyst	211	4183
Multilingual Services Specialist	211	4022
NEL Clinical Specialist	211	4250
Program Evaluation Analyst II	211	4263
Senior Graphic Designer	211	4017
Specialist Change Management	211	4193
Specialist Email Administration	211	4151
Specialist Portfolio Management	211	4187
Specialist Server	211	4196
Transfer of Cost Adjuster	211	4110
Videographer/Director	211	4300
Web Master	211	4077
Art Director/Team Lead	212	4075
Business Analyst, Actuarial Services	212	4275
Business Analyst, Collections	212	4070
Business Analyst, Corporate Business Analytics	212	4266
Business Analyst, Employer Audit	212	4081

Business Analyst, Schedule 2	212	4143
Business Rules Specialist	212	4155
Communications & Public Affairs Officer	212	4101
Contract Manager (Work Reintegration)	212	4209
Coordinator French Translation	212	4103
Data Request Analyst	212	4271
Design Project Manager	212	4007
eLearning Developer	212	4225
Experience Rating Specialist	212	4231
Field Auditor	212	4080
Financial Systems Analyst, Collections	212	4229
Financial Systems Analyst, Finance	212	4227
Financial Systems Analyst, LRI	212	4045
Independent Living Consultant	212	4252
Information Analyst, Compliance	212	4060
Information Analyst, Work Reintegration	212	4222
Law Clerk	212	4145
Learning and Performance Systems Analyst	212	4199
Marketing Specialist	212	4299
Media Relations Specialist	212	4105
Network Engineer, IP Services	212	4289
Network Engineer, Mobility Coordinator	212	4290
Nurse Consultant	212	4248
Occupational Disease Information Specialist	212	4283
Occupational Therapist	212	4251
Research Analyst II	212	4243
Return To Work Specialist	212	4255
Revenue Audit Issues Analyst	212	4083
Senior Collection Specialist	212	4044
Senior Program Specialist	212	4237
Service Level Management Leader	212	4124
Specialist Data Communications	212	4026
Specialist Desktop	212	4194
Specialist Information Management	212	4035
Specialist Infrastructure Capacity Planning & Performance Management	212	4152
Specialist Peoplesoft	212	4274
Specialist Quality Assurance	212	4125
Specialist Technical Testing	212	4006
Specialist Voice Communications	212	4153
Work Transition Specialist	212	4207
Adjudicator, Occupational Disease & Survivor Benefits Program (OD&SBP)	213	4247
Advanced Practice Nurse	213	4249
Audiologist	213	4137
Billing Systems Lead	213	4154

Business Initiatives Analyst	213	4130
Business Planning Analyst	213	4276
Case Manager, Serious Injury Program	213	4258
Case Manager, Service Delivery	213	4244
Community Program Coordinator	213	4233
Compliance Specialist	213	4056
Experience Rating Validation Officer	213	4232
Health Care Business Specialist	213	4018
Health Care Specialist (Temporary)	213	4256
Instructional Designer	213	4279
Learning and Performance Specialist	213	4280
LMR Provider Management Specialist	213	4158
Occupational Disease Adjudication Issues & Measures Specialist	213	4253
Occupational Disease Community Liaison Specialist	213	4277
Performance (Program) Evaluation Analyst, Work Reintegration	213	4239
Policy Analyst (Scientific)	213	4115
Policy/Research Analyst	213	4268
Prevention Collaboration Specialist	213	4210
Prevention Program Specialist	213	4028
Privacy Officer	213	4176
Program Evaluation Specialist	213	4163
Program Specialist, Occupational Disease (Prev: RTW Program Specialist)	213	4257
Revenue Program Specialist	213	4019
Safety Groups Program Consultant	213	4213
Senior Investigator	213	4054
Senior Investment Accounting Specialist	213	4092
Skills Development Specialist	213	4238
Social Worker	213	4140
Specialist Applications	213	4033
Specialist Infrastructure Services	213	4040
Testing Coordinator (Rec. Title: Specialist Testing)	213	4126
Work Reintegration Development Specialist	213	4205
Workwell Evaluator	213	4020
Corporate Learning Lead	214	4278
Crisis Intervention Counsellor	214	4138
FOI Access Specialist	214	4208
Labour Market Specialist	214	4198
Legal/Policy Analyst	214	4122
Occupational Hygienist	214	4254
Pharmacist	214	4038
Program Evaluation Analyst I	214	4262
Quality Management Specialist - Speciality Programs/RECs	214	4201
Quality Management Specialist - WR Providers	214	4202
Research Analyst I	214	4242
Senior Analyst, End User Services	214	4291

Senior Business Analyst, Corporate Business Analytics	214	4267
Senior Information Analyst, Actuarial Services	214	4272
Senior Information Analyst, Compliance	214	4061
Senior Information Analyst, Work Reintegration	214	4265
Senior Network Engineer	214	4292
Senior Specialist Applications	214	4123
Senior Specialist Data Communications	214	4025
Senior Specialist Desktop	214	4190
Senior Specialist Email Administration	214	4148
Senior Specialist Information Management	214	4034
Senior Specialist Infrastructure Capacity Planning & Performance Management	214	4149
Senior Specialist Peoplesoft	214	4273
Senior Specialist Server	214	4191
Senior Specialist Voice Communications	214	4150
Appeals Resolution Officer	215	4029
Operational Policy Analyst	215	4228
Psychologist	215	4036
Scientist	215	4003
Senior Employer Audit Advisor	215	4023
Senior Prevention Program Specialist	215	4264
Senior Specialist Infrastructure Services	215	4039
Senior Epidemiologist/Policy Analyst	216	4116
Senior Scientist Policy Analyst	216	4117
Senior Scientist Research Program	216	4118

LETTERS AND MEMORANDUMS OF AGREEMENT

The following Letters of Agreement and Memorandums of Agreement will remain in force through the term of this Collective Agreement and form part of the Collective Agreement. The Parties will fully action and implement all agreements in good faith.

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The following Memorandums of Agreement supplements the Collective Agreement and are understood to be incorporated into the Collective Agreement.

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Mr. Harry Goslin, President
Ontario Compensation Employees Union
7370 Bramalea Road, Unit 32
Mississauga On, L5S 1N6

June 30, 2011

Dear Mr. Goslin:

Re: Professional Association Fees

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
- Canadian Registered Safety Professionals
- College of Occupational Therapists of Ontario
- Canadian Association of Occupational Therapist or Ontario Society of Occupational Therapist
- College of Vocational Rehabilitation Professionals
- Vocational Rehabilitation Association
- National Institute of Disability Management and Research (NIDMAR)

Yours truly,
Paul Simourd,
Director, Labour Relations

Mr. Harry Goslin, President
Ontario Compensation Employees Union
7370 Bramalea Road, Unit 32
Mississauga On, L5S 1N6

June 30, 2011

Dear Mr. Goslin:

Re: Continued Programs

This will confirm that the Employer will continue the following programs during the lifetime of this Collective Agreement:

- Employee Assistance Program
- Employee Educational Opportunities
- Fitness Incentive Program dated August 30, 2010

Yours truly,

Paul Simourd,
Director, Labour Relations

Mr. Harry Goslin, President
Ontario Compensation Employees Union
7370 Bramalea Road, Unit 32
Mississauga On, L5S 1N6

Dear Mr. Goslin:

June 30, 2011

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,

Paul Simourd
Director, Labour Relations

Mr. Harry Goslin, President
Ontario Compensation Employees Union
7370 Bramalea Road, Unit 32
Mississauga On, L5S 1N6

June 30, 2011

Dear Mr. Goslin:

Re: Recruitment/Selection Process

The employer is committed to having a consistently applied and transparent recruitment process. Building on the recommendations of the joint committee work on Article 5 template, best practice job selection tools and techniques and the template audit, the Employer will provide the following:

1. Education provided to Hiring Parties:

- New Manager Orientation Program to include an introduction to screening, interview and post interview processes,
- Post interview skills to assist a candidate's future development and progression,
- One-on-one training with the designated Human Resources contact will be provided throughout the recruitment process, as required, and
- Best practices tools and techniques will be communicated in order to promote consistent application.

2. Education provided to Employees:

- Training on the Article 5 template application process and how to demonstrate external skills,
- Training on self assessment process for job opportunities and development, and
- Enhancing knowledge and skills related to competition processes. This includes: completion of work samples, behavioural based interview process and post competition follow up interview to identify skill gaps.

Yours truly,

Paul Simourd,
Director Labour Relations

Mr. Harry Goslin, President
Ontario Compensation Employees Union
7370 Bramalea Road, Unit 32
Mississauga On, L5S 1N6

June 30, 2011

Dear Mr. Goslin:

Re: Developmental Opportunities

To promote internal development of skills essential to the success of the business the employer agrees to continue the joint committee of Employer and Union designates to develop approved voluntary training and career development for employees.

The accountability for employer sponsored developmental opportunities and employee self development is to be shared. In this spirit, the joint committee will continue existing programs and establish new employer funded training opportunities to assist employee career progression and will include the following:

- 1) The programs will continue to have a focus to help employees progress to higher salary grades.
- 2) Participation in the program does not guarantee promotion and employees may be asked to participate in other programs.
- 3) This training is not a substitute for the Performance Development program aimed at improving the employee's efficiency in their current position or in making adjustments as a result of organizational or technological change.
- 4) Normally this training will be offered during employer paid time during the regular work day but may include voluntary extended hours.
- 5) Upon completion of training the employee will normally receive written confirmation that can be used to meet Article 5 template levels.
- 6) Developmental opportunities will be offered in order of seniority to the interested permanent employees in a work location in which the training opportunity is provided.

Yours truly,

Paul Simourd,
Director Labour Relations

Mr. Harry Goslin, President
Ontario Compensation Employees Union
7370 Bramalea Road, Unit 32
Mississauga On, L5S 1N6

June 30, 2011

Dear Mr. Goslin:

Re: Tuition Assistance

To support academic skill enhancement that can bring value to the workplace, Human Resources will administer an employee educational opportunities fund of up to \$2,500.00 available to any permanent employee.

Employees who have exhausted their maximum annual tuition may request, in writing, an advance on the coming year's assistance amount. Such advances may not exceed one full year's entitlement. Exceptions may be considered as required.

Fees will be reimbursed upon successful completion of each educational program/course in accordance with the Educational Opportunities Policy.

In the event approval is at jeopardy, the Employer will meet with the Union designate to discuss options for solution before a decision is communicated.

The Employer will allow employees to apply the key features of the program identified above for the life of the Collective Agreement or the policy, whichever is greater.

Yours truly,

Paul Simourd,
Director Labour Relations

Memorandum of Agreement

**Between:
Workplace Safety & Insurance Board
And
Ontario Compensation Employees Union/CUPE, Local 1750**

Joint Job Evaluation

The Employer and Union will designate an equal number of representatives to complete the review of the Joint Job Evaluation Program launched in 2005 and implemented no later than September 30, 2011.

The parties may agree to utilize the assistance of a facilitator.

Once the new plan has been validated through testing, the JJE committee will agree upon and apply a weighted structure that best reflects industry practices and will set new salary grade maximums. The Union and Employer will then negotiate revised salary grades with four (4) steps to each grade unless otherwise agreed to by the parties and work together to minimize or eliminate any negative outcomes. In event the parties cannot reach agreement there will be no change to the salary grades contained in the Collective Agreement.

Mediation:

In the event the Joint Job Evaluation (JJE) Committee cannot reach consensus for the jobs submitted for evaluation, the Employer and the Union agree to follow the mediation process in accordance with Article 18.02(5). The parties will provide Mediators training on the internal evaluation process and manual delivered jointly by the Union and Employer.

Signed this 30th day of June, 2011

For the Employer:

For the Union:

Paul Simourd,
Director, Labour Relations

Harry Goslin,
President, OCEU/CUPE L1750

Memorandum of Agreement

**Between:
Workplace Safety & Insurance Board
And
Ontario Compensation Employees Union, (CUPE Local 1750)**

Post-Retirement Benefits for Employees

Employees within the meaning of Article 1.01 who commence employment with the Employer on or before March 31, 2016 may qualify for WSIB-sponsored pensioner life insurance coverage and the extended health and dental care coverage as provided for under the Employer's policy set out in the document entitled "A Guide to the WSIB Employees' Pension Plan" upon commencing retirement under the WSIB Employees' Pension Plan ("Pension Plan").

An employee will qualify for the above post-retirement benefits when he or she is in receipt of a monthly pension from the Pension Plan regardless of when they retire and,

- 1) was or is a WSIB employee,
- 2) is at least age 65 when he or she retires, or if he or she retires earlier than age 65, has at least 10 years of continuous pensionable service in the Pension Plan.

The parties specifically acknowledge and agree that the pensioner life insurance coverage and the extended health and dental care coverage are not part of the Pension Plan. Coverage for these benefits is provided through an external benefits provider and subject to a Master Services Agreement, administrative services agreement and underwriting letter of agreement.

Signed this 30th day of June, 2011

For the Employer:

For the Union:

Paul Simourd,
Director, Labour Relations

Harry Goslin,
President, OCEU/CUPE L1750

Memorandum of Agreement

Between:

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

Labour Relations Training

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.

In keeping with the business fundamentals of Service Excellence and Organizational Excellence, the parties agree to continue to develop and provide best practices in labour relations training to foster positive, proactive and principled labour/management working relationships.

A committee of up to two employer and two union designates will be formed to develop and implement a training program for Management and Union Representatives throughout the term of the Collective Agreement.

Signed this 30th day of June, 2011

For the Employer:

For the Union:

Paul Simourd,
Director, Labour Relations

Harry Goslin,
President, OCEU/CUPE L1750

Memorandum of Agreement

Between
Workplace Safety & Insurance Board
And
Ontario Compensation Employees Union/CUPE Local 1750
Employment Security – Prevention

The Employer agrees that no staff permanently employed as of the date of signing of this Collective Agreement will be laid off as a result of the transfer of the prevention mandate to the Ministry of Labour.

Signed this 30th day of June, 2011

For the Employer:

For the Union:

Paul Simourd,
Director, Labour Relations

Harry Goslin,
President, OCEU/CUPE L1750

Memorandum of Agreement

Between:
Workplace Safety & Insurance Board
And
Ontario Compensation Employees Union, (CUPE Local 1750)

Staffing of Special Project Work

The employer will meet with the union at least 30 days in advance to discuss participation in “special projects”, including but not limited to the purposes, duration, potential impacts to bargaining unit employees, evaluation of the project and staffing requirements.

Where a steering and/or project committee is formed, the union will be invited to participate. If such a committee is not formed, the Employer will meet with the union to provide regular updates of all aspects of the project.

Staffing of temporary work in such “special projects” will be done subject to the following provisions:

- a) All such temporary positions will be deemed bargaining unit positions, except where they are excluded under article 1 or any other agreement between the parties.
- b) Such positions will be advertised through a formal posting, which will outline the purpose of the temporary assignment, its anticipated duration, and the knowledge skills and abilities required. Selection of candidates will be done in accordance with article 5 of the Collective Agreement, unless otherwise stated in this provision.
- c) Notwithstanding the above, in special circumstances the employer may need to reassign people (BU and NBU) into such temporary project positions. Such situations shall be discussed, with the interest of reaching agreement, with OCEU in advance. At any given point in time, the percentage of such temporary positions in special projects filled through reassignment shall not exceed 30% (rounded up to the next higher full-time equivalent).
- d) The job description for such temporary positions will be titled “Subject Matter Expert”, a generic job description that has been evaluated under the bargaining unit job evaluation plan with a current salary grade of 213 (formerly 875). Participating employees from lower classified jobs will receive pay differential to the resulting salary grade, while employees from higher classifications will retain their existing higher salary.
- e) The employer will agree to pay to the union directly the amount equivalent to the union dues for any NBU employee who is reassigned to such a temporary position.

- f) The duration of such project work will vary, however, will not exceed 18 months. Any extension to this time frame must be discussed and agreed to by both the employer and the union, and will not exceed 6 months.
- g) Such temporary positions will be made available to all employees, regardless of the location of need. Any related travel expenses incurred by those travelling from another office will be paid for by the employer, however, will be capped at 6 months unless otherwise agreed to by the parties.
- h) At the conclusion of the temporary position, all staff, BU and NBU, will be guaranteed a right of return to their former job unless Article 6 applies.
- i) All staff who have filled such temporary positions within projects will be provided with a performance review at the conclusion of the project.
- j) Project skills attained as a SME will be captured under the Article 5 template.
- k) Any permanent job changes arising from the project will be dealt with according to the terms of Articles 1, 5 and 6.

Signed this 30th day of June, 2011

For the Employer:

For the Union:

Paul Simourd,
Director, Labour Relations

Harry Goslin,
President, OCEU/CUPE L1750

Mr. Harry Goslin, President
Ontario Compensation Employees Union
7370 Bramalea Road, Unit 32
Mississauga On, L5S 1N6

June 30, 2011

Dear Mr. Goslin:

Re: Transition process for Qualified Candidate status for 24 months

The parties agree that qualified candidates currently on the qualified candidate list by virtue of having attained threshold in a prior competition will receive a score of threshold plus 5% unless they are able to provide written confirmation from the employer of an alternate higher score.

Yours truly,

Paul Simourd,
Director, Labour Relations

Memorandum of Agreement

Between:

Workplace Safety & Insurance Board

And

Canadian Union of Public Employees, Local 1750

Flex Work Arrangements

This agreement is pursuant to the Collective Agreement entered into on June 30, 2011.

The Employer will support the following flex work arrangements (FWA) on a go forward basis.

Employees will work the necessary extended hours for the following:

	Flex Work Arrangement	Extend Work Time <i>[includes 7.25 hour work day and Statutory Days]</i>
1.	19 days to bank 1 day as vacation time	22 minutes
2.	14 days to bank 1 day as vacation time	30 minutes
3.	9 days to attain the 10 th day off work	47 minutes
4.	4 days to attain the 5 th day off work	1 hour 47 minutes

* Arrangements under the 14 and 19 day FWA are treated as banked vacation days unless the Employer approves the arrangement as a regularly scheduled day off.

The above arrangements shall not include compressed lunch or break times however the employer will be flexible in adjusting start and finish times between the core hours of 7:00 AM to 5:00 PM.

Employees will transition from past FWA's to one of the four options above through to September 30, 2011. The Employer will make reasonable efforts to accommodate new request for FWA's.

The extended work times will be applied on a go forward basis. The Union agrees the new application does not necessitate review/grievances of FWA's in place prior to the tentative agreement signed on June 30, 2011.

Signed this 12th day of September, 2011

For the Employer:

For the Union:

Paul Simourd,
Director, Labour Relations

Harry Goslin,
President, OCEU/COPE L1750

Memorandum of Agreement

Between
Workplace Safety & Insurance Board
And
Ontario Compensation Employees Union/CUPE Local 1750

Re: Collision Deductible

The parties have agreed as follows:

Article 8.06(b) provides deductible coverage in the event an employee's own vehicle sustains damages in a collision while being operated on WSIB business.

Collision deductible coverage applies when an insured automobile collides with another animate or inanimate object resulting in damage.

The parties also agree and understand:

Employees required to use their own automobile on the Employer's business are entitled to reimbursement on the per/km rate in accordance with Article 8. The travel rate compensates for operating expenses including comprehensive auto insurance which covers damage caused by an unknown party such as floods, fire, storms, vandalism, falling objects as well as loss of a vehicle because of auto theft. For clarity, it should be noted that this includes windshield damage from rocks or other debris.

Signed this 21st day of September, 2011

For the Employer:

For the Union:

Paul Simourd, Director Labour Relations

Harry Goslin, President OCEU/CUPE 1750

Memorandum of Agreement

Between
Workplace Safety & Insurance Board
And
Ontario Compensation Employees Union/CUPE Local 1750

Re: Partial Work Day / Hours of Work

Article 5.01(c) states part time shall be no less than 14.5 hours per week.

For a work schedule of:

- seven and one-quarter (7 ¼) hours per day,
 - Article 7.03 states the rest periods consist of fifteen (15) minutes in the first and second half of each day's work schedule.
- twelve hours and five minutes (12 1/12) per day,
 - Appendix 6 (Data Centre) states there will be three (3) paid rest periods, two of fifteen (15) minutes and one of thirty (30) minutes.

The parties have agreed as follows:

The paid rest period will consist of fifteen (15) minutes during a partial work day of more than three (3) and for each subsequent three (3) hour segment.

An employee working five (5) to six (6) hours will have one paid rest period of thirty (30) minutes for a meal break. The total allotment can be split into two rest/meal periods if the employer and employee agree.

Signed this 21st day of September, 2011

For the Employer:

For the Union:

Paul Simourd, Director Labour Relations

Harry Goslin, President OCEU/CUPE 1750

Letter of Understanding

Between:

Workplace Safety & Insurance Board

And

Canadian Union of Public Employees, Local 1750

Attendance Credits & Bridge to Pension

In June 2011 the parties agreed to work together to explore pay out of banked attendance credits prior to termination of employment. As a result of their work, the parties agree not to proceed with a pay out of attendance credits. Instead the employer agrees to enable eligible employees to use 50% of banked attendance credits to a maximum of 26 weeks as a paid leave of absence to bridge to an eligible retirement date in accordance with the Administrative Policy – “Using Attendance Credits to Bridge to Eligible Retirement Date”.

Signed this 31st day of January 2012.

For the Employer:

Paul Simourd
Director, Labour Relations

For the Union:

Harry Goslin
President, OCEU/COPE Local 1750

MEMORANDUM OF AGREEMENT
Between
THE WORKPLACE SAFETY & INSURANCE BOARD
And
OCEU (C.U.P.E. LOCAL 1750)

New Joint Job Evaluation System

The parties agree to implement the new Joint Job Evaluation system (JJE) under the following terms.

This agreement, including the appendices and any special provisions provided beyond those contained in the Collective Agreement, have been reached on a without precedent or prejudice basis.

Starting April 1, 2012, all positions in the Ontario Compensations Employee Union (OCEU) bargaining unit will be evaluated under the new Joint Job Evaluation Program developed by the parties. This program evaluates these positions using the standard Pay Equity factors to ensure compliance with the Pay Equity Act.

Salary Transition Rules for New Salary Grades

In order to implement this new program the parties have agreed to establish new salary grades to replace the 800 series that currently exist. These new salary grades will be designated the 200 series (appendix “A”). All incumbents currently in positions covered by the new program will be moved to the appropriate salary grade on the implementation date of the program.

The parties acknowledge under this new program the salary grades of some jobs will increase, decrease or remain the same. Incumbents will be transferred to their appropriate salary grade under the following rules and their job start date will not change:

1. Upward Reclassification: Incumbents’ current salary grade maximum is lower than the maximum of the new salary grade (*salary grade increased*):

Where a one salary grade increase applies, the incumbent’s job start date will not change and the salary will be adjusted to the same step in the new range. Where there are a different number of steps the employees’ step placement will be governed by the time interval for step progression under the new grade.

Where more than one salary grade increase applies, the incumbent’s job start date will not change. If the salary is at the 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.

Where application of the above salary rule results in the employees' salary moving downward, the employee will be placed at the next higher step of the new salary grade.

2. Retaining Salary Grade Equivalency: Incumbent's current salary grade maximum is the same as the maximum of the new salary grade (no change to salary grade):

For jobs where the new salary grade is equivalent to their current salary grade, employees' current salary will not change, with the exception of those jobs transitioning from 8 to 4 steps as below. They will continue to have their step progression where applicable and general increases.

3. Transitioning from an 8 step grade to a 4 step grade: Incumbent's current salary grade maximum is the same as the maximum of the new salary grade (no change to salary grade other than the number of steps including those with green circle):

Incumbents who are currently in an 800 series salary grade with 8 steps will be transferred to their new salary grade in accordance with the following grid.

Transition from the '800 series' 8 step grade to the new '200 series' 4 step grade

(step placement will be governed by the time interval for step progression under the new grade.)

Grades	Step Progression							
860, 865, 870	Step 1 (6 mths)	Step 2 (6 mths)	Step 3 (6 mths)	Step 4 (6 mths)	Step 5 (6 mths)	Step 6 (12 mths)	Step 7 (12 mths)	Step 8 Max
↓	↓	↓	↓	↓	↓	↓	↓	↓
210, 211, 212	Step 1 (6 mths)	Step 2 (12 mths)		Step 3 (12 mths)		Step 4 Max		

4. Green Circle: Incumbent's current salary grade maximum is above the maximum of the new salary grade (salary grade lowered):

Where the maximum of the 800 series salary grade is higher than the maximum salary of the new 200 series salary grade, incumbents will be placed in the 200 series salary grade that corresponds to their previous 800 series salary grade. Incumbents will be placed in accordance with Salary Transition Rule #2 or #3, as applicable and will continue to have their step progression and general increases in the 200 series salary grade. (For the purposes of this Memorandum of Agreement this is referred to as green circle protection.) An employee with green circle protection, who is the successful applicant for a different permanent job, will relinquish all green circle protection rights afforded under this section and will have their salary adjusted in accordance with the salary rules of the Collective Agreement. In the event an incumbent's job is affected (*pre or post implementation*) income

protection rights will be applied at the green circled rate or the rate previously affected in, whichever is higher.

Example:

Previous Grade (past JJE Plan)		JJE Result (salary grade lowered)		Green Circle (pay, steps & general increases unaffected)
850 Max		207 Max (845)		208 Max (850)
\$60,467.45	→	\$56,447.16	→	\$60,467.45

Appeals

The appeal process as described in article 18.02(7) of the Collective Agreement shall apply.

If the appeal results in a salary grade increase it will be either retroactive to April 1, 2012 or the date the duties changed if the change occurred after April 1, 2012 (*excluding the jobs listed in appendix 'C'*).

If there is a change in a job description that occurs between the date the job was evaluated in the new plan and on or before July 1, 2012 and which results in a lower salary grade the salary transition rules shall apply including the green circle provision.

Maintenance

All positions evaluated under this program will have their maintenance date reset for April 1, 2012. To meet the four year schedule of review outlined under article 18.02 (3) (b) the parties shall review 25% of all jobs in the bargaining unit annually.

Business Technology Services

In accordance with Article 1 of the Collective Agreement, the parties entered into agreements (April 2004 & March 2005) that enabled the Business Technology Services (BTS) jobs listed in the respective memorandums to form part of the bargaining unit. The agreements also ensured the jobs would be evaluated under the new bargaining unit job evaluation manual and that any retroactive salary increases under the 800 series salary grid would be applied. Employees who moved into the bargaining unit on or after these dates will receive adjustments as applicable retroactive to April 1st, 2008 or the date the duties changed if the change occurred after April 1st, 2008.

Pay Equity

The parties previously concluded pay equity using the previous Joint Job Evaluation (JJE) system up to December 31, 2006.

Consistent with the Pay Equity Act a pay equity plan will be posted separately from this agreement. The 'plan' will reflect maintenance from January 1, 2007 to March 31, 2012 using the previous JJE system and implementation effective April 1, 2012 using the new JJE system.

The Parties agree that the new JJE System will be used to achieve internal equity, maintain pay equity, and for ongoing job evaluation and classification.

The parties will perform a yearly review and will implement pay equity maintenance using the proportional value at minimum method. Current evaluation results under the new plan will be used to establish a proportional value regression line from the entry level salary grade to the maximum salary grade. For greater clarity partial regression lines will not be used. Any required pay equity adjustments would apply from the end date of the last pay equity maintenance period.

The parties have performed a pay equity review from January 1, 2007 to March 31, 2012 and determined there are no pay equity adjustments or any other outstanding pay equity issues.

Article 5 Templates

The New Joint Job Evaluation System has generated new Article 5 templates for all active bargaining unit jobs.

The Employer will maintain an archive of job descriptions that have been eliminated or changed. The archived job description will be available to employees who may utilize the information to describe the knowledge, skills and abilities gained through WSIB employment.

Note: For jobs that have been reclassified (i.e. Adjudicator to Case Manager) past job incumbents can use the new template levels of the reclassified job when applying to a job posting consistent with Article 5.04(d) of the Collective Agreement.

Disputes

The parties agree to discuss and resolve issues relating to the application of this Memorandum of Agreement. This agreement will remain in force through the term of the current Collective Agreement and form part of the Collective Agreement.

Both parties achieved ratification with their respective parties.

Signed this 26th day of April 2012.

For the Workplace Safety & Insurance Board

For the Ontario Compensation Employees Union/CUPE Local 1750

Steve Jackson, VP Human Resources

Harry Goslin, President

Susan Kay-Dunn, Director Total Rewards & HR Systems

Martim Gaspar, VP Head Office

Paul Simourd, Director Labour Relations

Cynthia Ireland, VP Area & Regions

Kim Grimshaw, Manager Compensation

Tony Dinardo, Treasurer

Oran Laing, Employer Job Evaluation Committee

Tony Maccarone, Chief Steward

Patti Harris, Employer Job Evaluation Committee

Beth Corradi, Recording Secretary

Olga Szudy, Union Coordinator Job Evaluation

Anna Rivet, Union Job Evaluation Committee

Jim Morrison, CUPE National Representative

Appendix "A" Salary Grades

Grade	Effective January 1, 2012			Grade	Effective April 1, 2012			Weekly Rate
	Step	Length	Annual Salary		Step	Length	Annual Salary	
Student Wage	New Hire	11.06/hr	20,846.50	Student Wage	New Hire	11.06/hr	20,846.50	-
	Returning	12.06/hr	22,731.35		Returning	12.06/hr	22,731.35	-
815	1	6	33,555.40	201	1	6	33,555.40	645.30
	2	6	35,418.73		2	6	35,418.73	681.13
	3	Max	37,283.36		3	Max	37,283.36	716.99
820	1	6	35,966.53	202	1	6	35,966.53	691.66
	2	6	37,965.47		2	6	37,965.47	730.11
	3	Max	39,963.10		3	Max	39,963.10	768.52
825	1	6	38,546.20	203	1	6	38,546.20	741.27
	2	6	40,687.36		2	6	40,687.36	782.45
	3	Max	42,828.54		3	Max	42,828.54	823.63
830	1	6	39,012.36	204	1	6	39,012.36	750.24
	2	6	41,307.60		2	6	41,307.60	794.38
	3	6	43,601.50		3	6	43,601.50	838.49
	4	Max	45,896.74		4	Max	45,896.74	882.63
835	1	6	41,801.41	205	1	6	41,801.41	803.87
	2	6	44,259.93		2	6	44,259.93	851.15
	3	6	46,719.77		3	6	46,719.77	898.46
	4	Max	49,178.29		4	Max	49,178.29	945.74
840	1	6	44,786.66	206	1	6	44,786.66	861.28
	2	6	47,421.64		2	6	47,421.64	911.95
	3	12	50,055.28		3	12	50,055.28	962.60
	4	Max	52,690.25		4	Max	52,690.25	1,013.27
845	1	6	47,979.95	207	1	6	47,979.95	922.69
	2	6	50,801.92		2	6	50,801.92	976.96
	3	12	53,625.21		3	12	53,625.21	1,031.25
	4	Max	56,447.16		4	Max	56,447.16	1,085.52
850	1	6	51,397.13	208	1	6	51,397.13	988.41
	2	12	54,420.57		2	12	54,420.57	1,046.55
	3	12	57,444.00		3	12	57,444.00	1,104.69
	4	Max	60,467.45		4	Max	60,467.45	1,162.84
855	1	6	54,494.32	209	1	6	54,494.32	1,047.97
	2	12	57,699.47		2	12	57,699.47	1,109.61
	3	12	60,905.95		3	12	60,905.95	1,171.27
	4	Max	64,111.13		4	Max	64,111.13	1,232.91
860	1	6	54,972.31	210	1	6	54,972.31	1,094.92
	2	6	56,935.71		2	12	60,861.17	1,170.41
	3	6	58,897.78		3	12	64,787.96	1,245.92
	4	6	60,861.17		4	Max	68,714.73	1,321.44
	5	6	62,824.58					
	6	12	64,787.96					
	7	12	66,751.34					
	8	Max	68,714.73					
865	1	6	58,912.27	211	1	6	58,912.27	1,173.37
	2	6	61,015.25		2	12	65,223.83	1,254.30
	3	6	63,119.52		3	12	69,431.10	1,335.21
	4	6	65,223.83		4	Max	73,639.69	1,416.15
	5	6	67,328.12					
	6	12	69,431.10					
	7	12	71,535.39					
	8	Max	73,639.69					
870	1	6	63,128.75	212	1	6	63,128.75	1,257.37
	2	6	65,383.17		2	12	69,891.99	1,344.08
	3	6	67,637.59		3	12	74,402.12	1,430.81
	4	6	69,891.99		4	Max	78,910.96	1,517.52
	5	6	72,147.72					
	6	12	74,402.12					
	7	12	76,656.53					
	8	Max	78,910.96					
875	1	6	71,865.91	213	1	6	71,865.91	1,382.04
	2	12	76,092.91		2	12	76,092.91	1,463.33
	3	12	80,321.25		3	12	80,321.25	1,544.64
	4	Max	84,548.29		4	Max	84,548.29	1,625.93
880	1	6	76,993.64	214	1	6	76,993.64	1,480.65
	2	12	81,522.20		2	12	81,522.20	1,567.73
	3	12	86,052.10		3	12	86,052.10	1,654.85
	4	Max	90,580.69		4	Max	90,580.69	1,741.94
885	1	6	82,482.18	215	1	6	82,482.18	1,586.20
	2	12	87,334.68		2	12	87,334.68	1,679.51
	3	12	92,185.91		3	12	92,185.91	1,772.81
	4	Max	97,038.40		4	Max	97,038.40	1,866.12
890	1	6	88,353.92	216	1	6	88,353.92	1,699.11
	2	12	93,551.44		2	12	93,551.44	1,799.07
	3	12	98,748.97		3	12	98,748.97	1,899.02
	4	Max	103,946.50		4	Max	103,946.50	1,998.97

Appendix “B” Priority and Secondary Placement

As there has been no change in the maximums of the 800 series when converted to the 200 series the following rules will apply when transitioning those employees who have priority or secondary placement rights under Article 5 & 6.

Employees with Priority Placement or Secondary Placement (see Article 5.03), will have their rights applied in the new salary grade system as described below:

Priority placement applies at or below the salary grade previously affected in, or the new 200 series salary grade (*where a salary grade increase applies*), whichever is greater.

Employees with secondary placement rights will retain the same rights in the 200 series as they had in the 800 series as per Article 5 & 6. Example: If they were affected in 855 and placed in 845 they will be transferred to 207 but retain rights back to 209.

800 Series	➔	200 Series
815	➔	201
820	➔	202
825	➔	203
830	➔	204
835	➔	205
840	➔	206
845	➔	207
850	➔	208
855	➔	209
860	➔	210
865	➔	211
870	➔	212
875	➔	213
880	➔	214
885	➔	215
890	➔	216

Appendix “C” Business Technology Specialist (BTS)

The following list of jobs are the current titles of the BTS jobs included in the MoA's dated April 2004 and March 2005 that are eligible for retroactive salary increases resulting from the evaluation of the jobs under the new JJE plan.

- Any retroactive salary increases resulting from the evaluation of these jobs under the new JJE program will be applied from **April 1, 2008** or after as applicable *e.g. the date the employee moved into the job*;
 - Retroactive pay will be applied to current employees and those that have exited the organization on or after March 20, 2012

Home Job Title	Home Job Code	Slotted 800 Series Salary Grade	Confirmed 200 Series Salary Grade
Specialist, Print Mgt.	6709	830	207
Specialist, Change Mgt.	6692	860	211
Specialist, Data Communications	6702	865	212
Specialist, Voice Communications	6703	865	212
Specialist, Applications	6689	870	213
Specialist, Infrastructure Services	6698	870	213
Sr. Specialist, Voice Communications	6704	870	214
Sr. Specialist, Info Mgt.	6688	870	214
Sr. Specialist, Infrastructure Services	6700	880	215

Memorandum of Agreement
Between
Workplace Safety & Insurance Board
And
Ontario Compensation Employees Union/CUPE Local 1750

Re: Tuition Assistance Eligibility

The employer has agreed to administer an employee educational opportunities fund of up to \$2,500.00 available to every permanent employee.

Consistent with the letter of agreement dated June 30, 2011 the employer and union support academic skill enhancement that can bring value to the workplace. For greater certainty eligible and non-eligible programs and courses are outlined below:

Eligible Courses and Programs:

- Undergraduate and graduate level courses at post secondary institutions
- Recognized certification programs (programs must have completion/evaluation requirement beyond attendance and participation)
 - Completion/evaluation requirement exception applies only to Alternative dispute resolution (ADR) courses approved by ADR Institute of Ontario.
- Courses required for admission to an approved degree or recognized certificate program (e.g. refresher course or non-credit remedial course)
- Courses for continuing education units (CEUs) in relation to maintaining a designation or certification or for prerequisite courses (PC)

Non-eligible Courses and Programs:

- Job specific mandatory courses (e.g. WSIB adopts new software. TAP is not used for the mandatory training program for employees)
- Seminars and conferences (not covered in this program)
- Professional Membership fees (for coverage see letter of agreement entitled: Professional Association Fees Program)

Expenses and Fees covered under TAP

- Tuition: 100% with proof of successful completion
- Entrance and/or completion examination fee: 100% for an approved course or multi course program upon the satisfactory completion of the first course of the program
- Advance Standing Fee: 100% upon;
 - granting the course exemption and;
 - satisfactory completion of the first course of the program
- Books and/or laboratory fees: 50% upon satisfactory completion of the associated course with receipts

In the event approval is at jeopardy, the Employer will meet with the Union designate to discuss options for solution before a decision is communicated.

Signed this 17th day of July, 2012

For the Employer:
Paul Simourd, Director Labour Relations

For the Union:
Harry Goslin, President OCEU/CUPE 1750

OTHER AGREEMENT(S)

The following Agreement's will remain in force through the term of this Collective Agreement and are attached to, but do not form part of the Collective Agreement. The Parties will fully action and implement all agreements in good faith.

WSIB Employee Pension Plan.....188
Drug Formulary189
Reciprocal Agreements Regarding Transfer of Pension Credits190
Attendance Credits.....191

Addendum:

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

Pension Coverage during STD.....192

Memorandum of Agreement

Between:
Workplace Safety & Insurance Board
And
Ontario Compensation Employees Union, (CUPE Local 1750)

WSIB Employees' Pension Plan

The parties acknowledge that the Employer is developing a funding strategy for the WSIB Employees' Pension Plan. Prior to the WSIB Board of Directors giving final approval to the funding strategy, the Union will have an opportunity to meet and discuss the proposed strategy with Pension Management Committee.

Following the completion of the annual actuarial valuation of the WSIB Employees' Pension Plan (the "Plan"), the Employer agrees to meet with the Union to discuss the findings. This meeting will include a discussion as to whether any surplus exists and if so, whether any of it will be used and in what manner.

Prior to the WSIB Board of Directors making a decision on recommendations with respect to the surplus, including the implementation of any plan enhancements or changes to employer funding contribution rates, two Union representatives and the other recognized representatives will have the opportunity to meet with and discuss the recommendations with the Human Resources and Compensation Committee of the WSIB Board of Directors or with any successor to that Committee.

If the WSIB Board of Directors approves any amendments to the Plan, the Employer will submit the proposed amendments to the Minister of Labour and will exercise best efforts to ensure that the amendments 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 the Canada Revenue Agency.

Signed this 30th day of June, 2011

For the Employer:

For the Union:

Paul Simourd,
Director, Labour Relations

Harry Goslin,
President, OCEU/CUPE L1750

Mr. Harry Goslin, President
Ontario Compensation Employees Union
7370 Bramalea Road, Unit 32
Mississauga On, L5S 1N6

June 30, 2011

Dear Mr. Goslin:

RE: Drug Formulary

It is customary and important for the Plan Provider to ensure our drug formulary is maintained. The maintenance process adds new medications and removes others. Where this occurs the Joint Insurance Benefits Review Committee will make reasonable efforts to minimize any negative impacts to eligible plan members.

Yours truly,

Paul Simourd,
Director, Labour Relations

Mr. Harry Goslin, President
Ontario Compensation Employees Union
7370 Bramalea Road, Unit 32
Mississauga On, L5S 1N6

June 30, 2011

Dear Mr. Goslin:

Re: Reciprocal Agreements Regarding Transfer of Pension Credits

Pursuant to section 171 (7) of the *Workplace Safety and Insurance Act* and section 55(6) of Ontario Regulation 455/97, the Employer has entered into reciprocal transfer agreements with respect to other registered pension plans which allow for the transfer of pension contributions and credits between the pension plans. As required under section 171(8) of the *Workplace Safety and Insurance Act*, any transfers made pursuant to these agreements shall be made in accordance with the terms of the reciprocal transfer agreement.

Where a reciprocal transfer agreement pursuant to section 171 (7) of the *Workplace Safety and Insurance Act* has not been established, the transfer of pension contributions and credits shall be made in accordance with section 55(4) of Ontario Regulation 455/97 and the *Pension Benefits Act* (Ont.).

The Employer may enter into new reciprocal transfer agreements with respect to other registered pension plans provided this is done in accordance with the requirements of s.171 of the *Workplace Safety and Insurance Act*.

Yours truly,

Paul Simourd
Director, Labour Relations

Mr. Harry Goslin, President
Ontario Compensation Employees Union
7370 Bramalea Road, Unit 32
Mississauga On, L5S 1N6

June 30, 2011

Dear Mr. Goslin:

Re: Attendance Credits

The parties agree to work together to explore pay out of banked attendance credits prior to termination of employment.

This includes seeking an expert opinion by September 30, 2011 on the tax implications of the payout approach so that all parties are clear on terms and conditions.

This in no way affects current payout arrangements in the collective agreement.

Yours truly,

Paul Simourd
Director, Labour Relations

Memorandum of Agreement

Between
Workplace Safety & Insurance Board
And
Ontario Compensation Employees Union/CUPE Local 1750

Re: Pension Coverage during STD

Effective no later than January 1, 2013, the Employer will make both its and member contributions to the WSIB Employees' Pension Plan when the following conditions are met:

1. After an employee has been absent from work for 40 continuous working days (i.e. commencing the 41st day);
2. The WSIB has made a decision approving short-term disability benefits;
3. The employee is receiving benefits under the Short Term Disability (STD) plan; and
4. The employee remains an employee of the Board.

Signed this 9th day of May, 2012

For the Employer:

Paul Simourd,
Director Labour Relations

For the Union:

Harry Goslin, President,
OCEU/CUPE 1750